



EMPLOYEE HANDBOOK

Prepared in partnership with
NatWest Mentor Employment Law & HR

©Copyright National Westminster Bank Plc

Contents

Absence	4
Absence-reporting procedures	7
Alcohol and Drugs Misuse	9
Annual Holidays	10
Anti-Bribery and Corruption	14
Computers and Electronic Communications	18
Conduct and Standards	21
Gross Misconduct	25
Data Protection	26
Disciplinary Policy and Procedure	31
Disclosures and Disclosure Information	35
Equality, Diversity and Inclusion	37
Expenses	40
Flexible Working	42
Grievance	45
Harassment and Bullying	47
Home Working Policy	49
Safeguarding Low-Level Concerns Policy	52
Maternity and Adoption Leave	55
Menopause Policy	61
Mobile and Office Telephones	64
Monitoring	66
Parental Bereavement Leave	68
Parental Leave	71
Paternity Leave and Paternity Pay	73
Public Interest Disclosure ('Whistleblowing')	77
Safeguarding	79
Shared Parental Leave	81

Sick Pay	86
Social Networking Sites and Blogs	87
Time Off for Dependents	90
Training	92
Vehicles and Driving	93

Absence

What this policy covers

This policy applies to employees and workers.

The purpose of this policy is to ensure that where you are genuinely unwell you are treated fairly and consistently, while minimising the impact of sickness absence on the School.

The policy sets out procedures for reporting sickness absence and for the School's management of short-term and long-term absence. Any absences that are disability-related will be managed in accordance with relevant legislation and related Codes of Practice.

This policy also contains information on your entitlements in relation to paid and unpaid time off work for reasons other than sickness.

Your responsibilities

Fitness to work Declaration

You are required to complete an annual Fitness to Work declaration found in the Safer Recruitment policy, or on request from the Operations Manager following a period of absence, and comply with further actions where necessary following that declaration.

Breach of absence procedures

Breach of any of the absence reporting procedures detailed below, including those relating to the notification of absence or provision of a medical certificate, may result in disciplinary action. Any periods of absence that are unauthorised may be treated as gross misconduct and could lead to your dismissal without notice from the School. Unauthorised absence will not be subject to pay.

Frequent short-term absence

Medical report

It may be necessary for the School to obtain a medical report during the course of your employment in order to gather further information about your medical condition, its probable effect on your future attendance at work, your ability to do your job and whether there are any reasonable adjustments to be made, if appropriate.

The Company requires your consent before we can apply for a medical report on your health. You have certain rights under the Access to Medical Reports Act 1988. These are set out in full on the consent form.

Although you have the statutory right to withhold your consent to the School to approach your GP or consultant for a medical report, if you do choose to withhold your consent to our application, the School may need to assess your state of health and its impact on your continued employment without the benefit of professional medical advice.

You may also be required to undergo a medical examination by a doctor nominated by the School. The School will be entitled to receive any report produced in connection with any such examination, and the School may discuss the contents of the report with the doctor in question.

If you refuse to undergo a medical examination without good reason, this may be viewed as a failure to follow a reasonable management instruction and could result in disciplinary action, up to and including dismissal without notice.

Medical suspension

If the School becomes concerned about your health and safety at work, or that the health and safety of others is being affected by your physical and/or mental health, you may be suspended on medical grounds pending further investigation to establish that you are fit to work. You will receive full pay during the period of your suspension.

Your entitlements

Medical and dental appointments

Where possible, you are requested to arrange any medical or dental appointments outside working hours.

If this is not possible, you must obtain permission from management before taking any time off and appointments should be arranged at the beginning or end of your working day to minimise any disruption to the School. Unless otherwise agreed, you will not be paid for any time off as a result of medical or dental appointments, with the exception of antenatal appointments.

Jury service

You are entitled to time off work for jury service. You should notify management immediately on receipt of the jury summons, giving full details.

You will not normally be paid for this time off, and you are advised to claim the expenses to which you are entitled from the Court. These will typically include compensation for loss of earnings.

Time off for religious observance

You should make any requests for time off for religious observance to your manager as early as possible. Although you have no legal or contractual right to religious leave or time off to pray, the School will consider all such requests.

Time off for religious observance should be taken from your rest periods or annual holiday entitlement, unless otherwise agreed with the School. Alternatively, at the School's discretion, you may work additional hours in lieu of the time taken off.

If you wish to take the time off as annual holiday, you should make the request in accordance with the School's annual holiday procedures. For the avoidance of doubt, the School's rules relating to annual holiday will apply.

Bereavement leave

In addition to your right to take reasonable unpaid time off following the death of a dependant, the School may, at its discretion, permit you to take paid or unpaid leave following the death of an immediate or close relative. Please ask your manager for further information.

Adverse weather and other exceptional circumstances

If you are unable to attend work due to adverse weather conditions or other exceptional circumstances, you may not be paid for any periods of non-attendance.

Some Employees may request to take paid holidays or work additional hours at an alternative time to make up for the time they have been absent. The School reserves the right to refuse such requests depending on the needs of the business.

Other types of leave

The School will adhere to statutory requirements in providing time off when you have commitments relating to public office or role, trade union duties and activities and the Armed Forces Reserves. You should discuss such requests for time off with your manager at the earliest opportunity in order to work out the necessary arrangements, allow planning time and work with your manager to minimise any potential disruption to the School.

Disabilities

If you have a disability that impacts on your attendance at work, the School will give consideration to whether there are any reasonable adjustments that could be made to your job or other aspects of your working arrangements to minimise absenteeism or assist your return to work.

Absence-reporting procedures

Sickness absence reporting

You should notify the School of your absence in accordance with the Absence Reporting clause contained within your Contract of Employment by telephoning a member of the Senior Management team depending on the department in which you work. If you teach in both Junior and Senior Departments, you are required to contact both Deputy Headteachers. It is permitted to text a member of the Senior Management Team if a response is received immediately. If a response is not received you are required to telephone.

- Mrs C Lancaster
- Mr R Morris
- Mrs Jill Pargeter
- Mrs C Holt
- Mrs J Cosgrove

It is not acceptable for you to email, contact a colleague, leave a message or have a friend or relative call on your behalf. If the relevant member of the SMT is unavailable you should contact someone else within the SMT in the school.

You should provide the reason for your absence, an estimate of how long you expect to be off work, a telephone number by which you can be contacted and details of any outstanding or urgent work that requires attention. If you are a member of the teaching staff, depending on the severity of your illness, you are required to contribute to the planning and provision of classes on Cransley School Online where applicable and appropriate.

Medical certification

If your absence lasts for seven calendar days or fewer, you must complete an absence form immediately upon your return to work.

However, if you are entitled to contractual sick pay (please see your contract of employment for details) you may also be required to provide the appropriate medical certification for absences of fewer than seven days.

If your absence lasts more than seven calendar days, you must forward a medical certificate, completed by a medical practitioner, to management in order to cover the absence.

The medical certificate must be submitted as soon as possible. If you unreasonably delay in providing a medical certificate, your absence will be classed as unauthorised.

If, on a medical certificate, your doctor recommends any adjustments to your duties, hours or working conditions, the School will discuss these with you and implement the recommendations, if these are reasonably practicable.

Failure to comply with the arrangements to assist your return to work without good reason may be treated as misconduct and may result in disciplinary action.

It is essential that you keep the School updated on the reasons for your continued absence and its estimated duration. You should contact the School daily during periods of absence unless you are instructed otherwise by the SMT. You should also contact the School before the expiry of your medical certificate if you continue to be unwell. In addition, a further medical certificate should be submitted immediately on expiry of the previous certificate. Failure to contact the School or submit a medical certificate at this time may result in the interim absence being classed as unauthorised.

Procedure for return to work

You should contact the SMT and the Operations Manager as soon as you become aware of your intended return date. If this date changes, you should update the School immediately.

Return to work meeting

The Headteacher or the Operations Manager will interview you on your return to work following a period of absence exceeding four days. The reasons for your absence will be discussed and the relevant manager will decide whether the absence should be authorised. The onus is on you to satisfy management that there was a genuine medical reason for the absence.

Long-term absence

Welfare meetings

During a period of long-term absence, you are required to attend any scheduled welfare meetings with the School. The purpose of these meetings is to discuss your current state of health, how long you expect to be absent from work and what steps, if any, the School can take to facilitate your return to work.

If you are medically incapable of attending your place of work, a representative of the School will come out to visit you. If the time scheduled for the meeting is not suitable, you should contact the School immediately so that an alternative time can be agreed. You are also required to respond to any correspondence from the School and any requests for information about your health.

An occupational health assessor or therapist can also assist in your return to work after absence at the School's expense.

Medical certification

You should continue to provide medical certificates, completed by your medical practitioner, even if you have exhausted your entitlement to sick pay.

Failure to co-operate

The School will always be sensitive to your physical and mental wellbeing during periods of long-term absence. However, where there is a failure, without good reason, to co-operate with the School in relation to attending meetings, communicating effectively, attending occupational-health assessments and providing necessary information, this may be treated as misconduct and the School may take disciplinary action.

Termination of employment

The School is committed to supporting you during your absence and assisting your return to work. However, a prolonged period of absence cannot be sustained indefinitely, and the School may need to review your continued employment periodically. Before any decision is made in relation to termination of your employment on the grounds of capability, the School will consult fully with you and may obtain up-to-date medical advice.

Alcohol and Drugs Misuse

What this policy covers

This policy applies to employees, workers and contractors.

The purpose of the policy is to set out the School's position on drug or alcohol misuse in the workplace, to protect the health and safety of workers and to comply with relevant legislation.

Breaches of the policy may be viewed as gross misconduct and may result in disciplinary action up to and including dismissal without notice.

Your responsibilities

You must not be under the influence of drugs or alcohol when you report for work or during working time.

If you are taking medication or herbal remedies that may affect your work performance, or the safety, of yourself or others, you must inform the School as soon as possible of which medication you are taking and the possible side effects.

Support for alcohol or drug misuse problems

If you have, or believe you may have an alcohol or drug problem, you should inform the School and seek medical advice before it affects your performance or conduct at work. If you come forward and seek help for an alcohol or drug problem you will be treated sympathetically and any discussions will remain confidential.

The School will treat any absence due to drug and alcohol abuse in the same way as sickness absence on condition that you have obtained professional help and/or are receiving treatment. However, you must not be under the influence of alcohol or drugs at work throughout this time of support.

The use, possession, storage, transportation, promotion and/or sale of illegal drugs are forbidden in any situation connected to the School. The School reserves the right to involve the relevant authorities if it is deemed appropriate.

You are also expected to comply with any third party site rules, policies and procedures.

Procedure

The School will take all reasonable steps to prevent anyone carrying out work-related activities, if they are considered to be unfit or unsafe to undertake the work as a result of drug or alcohol consumption.

If you are suspected to be under the influence of alcohol or drugs during working hours or on School premises, the School reserves the right to send you home. This type of incident may be viewed as a gross misconduct offence and dealt with under the School's Disciplinary Procedure, which could result in dismissal without notice. If the School has reasonable grounds to believe that you were under the influence of drugs and/or alcohol at work you will not be paid for this day.

Annual Holidays

What this policy covers

This policy sets out the rules and procedures in relation to taking annual holidays. It applies to all employees and workers excluding Teachers and term-time Support staff.

For Teachers and term time Support staff further details regarding annual holiday entitlement can be found in the Working Days and Annual Holidays policy.

Your entitlements and responsibilities

Details of the holiday year and your annual holiday entitlement can be found in your Contract of Employment.

Accrual of holidays

Annual holiday entitlement during your first year of employment accrues at the rate of one-twelfth of the full annual holiday entitlement, on the first day of each month, in advance.

You will not be permitted to take annual holiday during the first year of employment before it has accrued, unless otherwise agreed. Thereafter, you will be entitled to your full annual holiday entitlement each year and there will be no requirement to accrue holiday rights.

Timing and length of holidays

You are not normally permitted to take more than two weeks' holiday at any one time, except at the sole discretion of the School.

The School may require you to reserve a specified amount of annual holiday entitlement to be taken at a time set by the School, depending on the needs of the business. The School reserves the right not to provide you with advance notice of this requirement.

Carrying over unused holidays

You are not normally permitted to carry over accrued annual holiday from one holiday year to the next. Holidays not taken within the holiday year will be lost.

Holiday during long-term absences

You will continue to accrue your full holiday entitlement during sickness absence.

You are permitted to take annual holiday during periods of sickness and this must be requested via the normal procedure.

If you have been unable to take annual holiday due to long-term sickness you may be permitted to carry over part of your unused annual holiday from one holiday year to the next.

Termination of employment

The School may require you to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment or garden leave. The School reserves the right not to provide you with advance notice of this requirement.

Upon the termination of your employment, for whatever reason, you will be entitled to be paid for holiday accrued but not taken in the current holiday year, at the date of termination of employment.

If upon the termination of your employment you have taken more annual holiday than you have accrued in the current holiday year, an appropriate deduction will be made from your final payment.

If you are dismissed for gross misconduct or if you fail to give the required notice on resignation, you are not entitled to be recompensed for unused holidays in excess of the minimum statutory entitlement.

Unauthorised holidays

If you are absent from work on a date on which a holiday request has been refused, the School will investigate the reason for your absence. If the School considers that you do not have a reasonable explanation for your non-attendance, you may be subject to disciplinary action, up to and including dismissal without notice.

Sickness and holidays

If you are taken ill or sustain an injury during a period of authorised holiday, you may be permitted to take the holiday at a later time. You must follow normal absence reporting and medical certification procedures.

If you are absent from work due to sickness immediately prior to a period of authorised holiday and your incapacity extends into the authorised holiday period, you may be permitted to delay the period of holiday until a later time. You should submit a written request to postpone the planned holiday, together with a medical certificate completed by a medical practitioner.

If you receive more than the statutory minimum annual holiday entitlement and you are absent without authorisation on the day before or the day after a public holiday, the School reserves the right to withhold holiday pay in respect of that public holiday.

Procedure

Procedure for requesting holidays

All periods of annual holiday must be authorised in advance by your manager. You must not make firm holiday arrangements before receiving confirmation from your manager that your request has been authorised.

You are required to submit completed holiday requests as early as possible, as detailed in your Contract.

Requests for annual holiday will normally be granted on a 'first come, first served' basis. Owing to the needs of the business, the School reserves the right to limit those who are permitted to take holiday at the same time. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the School.

Working Days and Annual Holidays - Teaching and Term-time Support Staff

The School requires all full-time Teachers and Support staff, including administrative staff, lunchtime supervisors, bus drivers and kitchen staff, to be available for work in school for 178 School-operational days, of which:

a) 173 days must be days on which you may be required to teach pupils and/or perform your contractual duties; and

b) 5 days must be days on which you may only be required to perform other duties. This may include in-school training days (INSET) and/or Open Days and Sports Day;

and those 178 days must be specified by the employer or, if the employer so directs, by the Headteacher.

This does not apply to the Headteacher, Deputy headteachers, Assistant headteachers, the Operational Manager, Finance Manager, teachers on the pay range for leading practitioners or teachers in receipt of an acting allowance for carrying out the duties of a headteacher, deputy headteacher or assistant headteacher.

You must not take holidays during these School-operational days. Any request for holidays during these working days will be unpaid and at the discretion of the .

It may be necessary to work outside of these School-operational days in order to meet the appropriate standards to fulfil contractual duties.

All employees have annual holiday entitlement in any holiday year of 5.6 weeks (28 days) which is inclusive of recognised public holidays.

Details of the holiday year and your annual holiday entitlement can be found in your Contract of Employment.

Continuous Operational Capacity

In areas of School management and School administration, it is required to organise planned holidays in order to ensure continuous operational capacity.

In this regard, periods of annual holiday must be authorised in advance by the Headteacher. You must not make firm holiday arrangements before receiving confirmation from the Headteacher that your request has been authorised.

Requests for annual holiday will normally be granted on a 'first come, first served' basis. Owing to the needs of the business, the Headteacher reserves the right to limit the number of employees who are permitted to take holiday at the same time. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the School.

Termination of employment

The School may require you to take all or part of any outstanding holiday entitlement during a period of notice to terminate employment or garden leave. The School reserves the right not to provide you with advance notice of this requirement.

Upon the termination of your employment, for whatever reason, you will be entitled to be paid for holiday accrued but not taken in the current holiday year, at the date of termination of employment.

If upon the termination of your employment you have taken more annual holiday than you have accrued in the current holiday year, an appropriate deduction will be made from your final payment.

If you are dismissed for gross misconduct or if you fail to give the required notice on resignation, you are not entitled to be recompensed for unused holidays in excess of the minimum statutory entitlement.

Unauthorised holidays

If you are absent from work on a date on which a holiday request has been refused, the School will investigate the reason for your absence. If the School considers that you do not have a reasonable explanation for your non-attendance, you may be subject to disciplinary action, up to and including dismissal without notice.

Sickness and holidays

If you are taken ill or sustain an injury during a period of authorised holiday, you may be permitted to take the holiday at a later time. You must follow normal absence reporting and medical certification procedures.

If you are absent from work due to sickness immediately prior to a period of authorised holiday and your incapacity extends into the authorised holiday period, you may be permitted to delay the period of holiday until a later time. You should submit a written request to postpone the planned holiday, together with a medical certificate completed by a medical practitioner.

Holidays during maternity, adoption and shared parental leave.

You will continue to accrue your full contractual holiday entitlement during maternity, adoption and shared parental leave.

If you are unable to take an annual holiday due to maternity, adoption or shared parental leave, you will be permitted to carry over your unused annual holiday from one holiday year to the next.

You should discuss holiday arrangements around your leave with your manager.

Anti-Bribery and Corruption

What this policy covers

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home-workers, casual workers, agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as "workers" in this policy).

It is the School's policy to conduct all of our business in an honest and ethical manner. The School will not tolerate any acts of bribery and corruption and is committed to acting professionally and ethically in all our business dealings and relationships, wherever we operate, and we are committed to implementing and enforcing effective systems to counter bribery.

The purpose of this policy is to ensure that you are aware of your duties towards the School to report and help to prevent any acts of bribery across the organisation.

What is bribery?

A bribe is an inducement or reward offered, promised or provided in order to gain a commercial, contractual, regulatory, or personal advantage.

The Bribery Act 2010 contains two general offences covering the offering, promising or giving of a bribe ("active" bribery) and the requesting, agreeing to receive or accepting of a bribe ("passive" bribery). The Act also introduces a new form of corporate liability for failing to prevent bribery on behalf of a commercial organisation.

An individual who is found to have committed an offence of bribery can be imprisoned for a term of up to ten years, and the School could face an unlimited fine for any bribery related offences committed by a person associated with us. The implications for the School are very serious; for example, we could be excluded from tendering for public contracts and could suffer inevitable damage to our reputation. We therefore take our responsibilities in this regard very seriously.

As a result, you are required to comply with the procedures which the School has put in place to prevent persons associated with us from committing acts of bribery and corruption.

Your entitlements and responsibilities

The purpose of this policy is to set out the School's responsibilities, and the responsibilities of those working for us, in observing and upholding our position on bribery and corruption; and to provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

In this policy, any references to "third parties", means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

Gifts, Hospitality, Promotional, and other Business Expenditure

This policy should be read in conjunction with any Business Gifts Policy that may be in operation at any time. This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties. Hospitality and promotional, or other business expenditure which seeks to improve the image of the School, or to establish cordial relations with our clients, suppliers and business partners, is recognised as an accepted and important part of doing business.

Subject to prior authorisation by the Operations Manager, the School may allow reasonable and proportionate hospitality and promotional or other similar business expenditure intended for these purposes. However, offers or receipts of hospitality and other similar business expenditure can be employed as a form of bribery. It is therefore essential that any such corporate gifts and receipts of this nature are reported and duly authorised.

The giving or receipt of gifts is not prohibited, if the following requirements are met:

- it is not made with the intention of influencing a third party to obtain or retain business or a business/academic advantage, or to reward the provision or retention of business or a business/academic advantage, or in explicit or implicit exchange for favours or benefits;
- it complies with local law;
- it is given in the School's name, not in your name;
- it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- it is appropriate in the circumstances, for example, it is often customary for small gifts to be given at Christmas time;
- taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
- it is given openly, not secretly; and
- gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of the Operations Manager.

In all circumstances, the test to be applied is whether, the gift or hospitality is reasonable and justifiable.

It is not acceptable for you (or someone on your behalf) to:

- give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business/academic advantage will be received, or to reward a business/academic advantage already given;
- give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
- accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business/academic advantage for them;
- accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business/academic advantage will be provided by the School in return;
- threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- engage in any activity that might lead to a breach of this policy.

Facilitation payments

We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official.

If you are asked to make a payment on the School's behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Operations Manager.

Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

Recording the receipt and giving of gifts

You must declare and keep a written record of all hospitality or gifts accepted or offered over a value of £100, which will be subject to managerial review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness.

You must ensure that you read, understand and comply with this policy.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

Procedure

Reporting a concern

You must notify the Operations Manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a third party, client or potential client offers you something to gain a business/academic advantage with the School, or indicates to you that a gift or payment is required to secure their business.

Any breach of this policy will normally be a disciplinary offence, which could result in your dismissal for gross misconduct.

You are encouraged to raise concerns about any issue or suspicion at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with the Operations Manager. Concerns should be reported by following the procedure set out in the School's Whistleblowing Policy.

It is important that you notify the Operations Manager as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

Confidential and safe reporting procedures

Those who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy.

The School is committed to ensuring that no one suffers any detrimental treatment as a result of raising any concerns under this policy. If you believe that you have suffered any such treatment, you should inform the Operations Manager immediately. If the matter is not remedied, then you should raise it formally using our Grievance Procedure which can be found in the Employee Handbook. Where the Grievance procedure is not applicable you should raise a formal complaint.

Training and implementation

Training on this policy forms part of the induction process. You will receive regular, relevant training on how to implement and adhere to this policy.

Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

The Head Teacher will have overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The Head Teacher will have primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness and dealing with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

Computers and Electronic Communications

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the School's guidelines on access to and the use of the School's computers and on electronic communications. It sets out the action which will be taken when breaches of the guidelines occur.

You are only permitted to use the School's computer systems in accordance with the School's Data Protection, Monitoring Policy, E-Safety and Safeguarding Policies and the Staff Acceptable user agreements, as well as, and the following guidelines.

Your responsibilities

The School's computer systems and software and their contents belong to the School and they are intended for business purposes only. You are not permitted to use the School's systems for personal use, unless authorised by your manager.

You are not permitted to download or install anything from external sources unless you have express authorisation from your manager.

No device or equipment should be attached to the School's systems without prior approval of your manager.

The School has the right to monitor and access all aspects of its systems, including data that is stored on the School's computer systems as notified to you in the School's Privacy Notice and in compliance with data protection laws.

System security

You must only log on to the School's computer systems using your own password which must be kept secret. You should select a password that is not easily broken (e.g. not your surname).

You are not permitted to use another person's password to log on to the computer system, whether or not you have their permission. If you log on to the computer using another person's password, you may be liable to disciplinary action up to and including summary dismissal for gross misconduct. If you disclose your password to another person, you may also be liable to disciplinary action.

To safeguard the School's computer systems from viruses, you should take care when opening documents or communications from unknown origins. Attachments may be blocked if they are deemed to be potentially harmful to the School's systems.

All information, documents, and data created, saved or maintained on the School's computer system remains at all times the property of the School.

Processing personal data

You may have access to the personal data of other individuals and of our customers and clients that is being processed within the School's computer systems in the course of your employment. Where this is the case, the School relies on you to help meet its data protection obligations to staff and to customers and clients.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the School) who have appropriate authorisation;
- to keep data secure by complying with rules on access to premises, access to computers including password protection and secure file storage and destruction;
- not to remove personal data, or devices containing or that can be used to access personal data, from the School's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for business purposes.

Failure to observe these requirements may amount to a disciplinary offence which will be dealt with under the School's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee, parental or pupil data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to your dismissal without notice.

Use of email

The School's computer systems contain an email facility using both Microsoft Outlook (@cransleyschool.org.uk) and GMail (@cransleyschool.com). You should use that email system for business purposes only.

The use of business emails and addresses for personal use is prohibited without explicit consent from the Headteacher under Data protection regulations.

Emails should be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best practice. Messages should be concise and directed to relevant individuals on a need to know basis.

We recommend that emails are not used as informal filing systems.

You should take care when opening emails from unknown external sources. Attachments to emails may be blocked if they are deemed to be potentially harmful to the School's systems.

Emails can be the subject of legal action (for example, claims of defamation, breach of confidentiality or breach of contract) against both the person who sent them or the School. As email messages may be disclosed to any person mentioned in them, you must always ensure that the content of the email is appropriate.

Abusive, obscene, discriminatory, harassing, derogatory or defamatory emails must never be sent to anyone. If you do so, you may be liable to disciplinary action up to and including dismissal without notice.

Internet access

You are required to limit your use of the internet to sites and searches appropriate to your job. The School may monitor all internet use by everyone using the School's system

You are expressly forbidden from accessing web pages or files downloaded from the internet that could in any way be regarded as illegal, offensive, in bad taste or immoral.

Monitoring

Monitoring of the School's computer systems and electronic communications may take place in accordance with the School's E-Safety Policy, Monitoring Policy and Staff Acceptable User Agreements.

Procedure

Misuse of computer systems

Examples of misuse include, but are not limited to, the following:

- accessing on-line chat rooms, blogs, social network sites
- use of on-line auction sites
- sending, receiving, downloading, displaying or disseminating material that discriminates against, degrades, insults, causes offence to or harasses others
- accessing pornographic or other inappropriate or unlawful materials
- engaging in on-line gambling
- forwarding electronic chain letters or similar material
- downloading or disseminating copyright materials
- issuing false or defamatory statements about any person or organisation via the School's electronic systems
- unauthorised sharing of confidential information about the School or any person or organisation connected to the School,
- unauthorised disclosure of personal data; and
- loading or running unauthorised games or software

Any evidence of misuse may result in disciplinary action up to and including dismissal without notice. If necessary, information gathered in connection with the investigation may be handed to the police.

Complaints of bullying and harassment

If you feel that you have been harassed or bullied or are offended by online or digital material received from a colleague, you should inform your manager immediately.

Conduct and Standards

What this policy covers

This policy applies to employees, workers and contractors.

This policy details the main standards of behaviour that you need to adhere to and also details the behaviours that the School would normally regard as gross misconduct. The standards of behaviour and the details of gross misconduct listed in this policy should not be considered exhaustive.

Your duties and responsibilities

You are under a duty to comply with the standards of behaviour required by the School and to behave in a reasonable manner at all times.

Attendance and Timekeeping

You must:

- comply with the rules relating to notification of absence set out in the School's Absence Procedure
- arrive at work promptly, ready to start work at your contracted starting time
- remain at work until your contracted finishing time
- obtain management authorisation if for any reason you wish to arrive later or leave earlier than your agreed normal start and finish times

The School reserves the right not to pay you in respect of working time lost because of poor timekeeping.

Persistent poor timekeeping may result in disciplinary action.

Conduct Standards

You must:

- maintain satisfactory standards of performance at work, making reference to professional standards, appraisal targets or other sources.
- comply with all reasonable management instructions
- co-operate fully with your colleagues and with management
- ensure the maintenance of acceptable standards of politeness
- take all necessary steps to safeguard the School's public image and preserve positive relationships with all persons and organisations connected to the School
- ensure that you behave in a way that does not constitute unlawful discrimination
- comply with the School's Operating Policies and Procedures

Unless otherwise instructed, personal mobile telephones must be switched off or switched to silent mode at all times during normal working hours.

Confidentiality

You must keep confidential, except as required by law, both during your employment and at any time after its termination, all information gained in the course of your employment about the School and that of all persons and organisations connected to the School.

Conduct while representing the School

As a general rule, behaviour outside of normal working hours is a personal matter and does not directly concern the School. However, there are some exceptions to this rule. The School will become involved when incidents occur:

- at office parties or other work related social occasions or gatherings
- at social occasions or gatherings organised by a third party, where you have been invited in your capacity as a representative of the School
- at work related conferences
- while working away on business on behalf of the School

On these occasions you are expected to behave in an appropriate and responsible manner, keeping in mind that you are representing the School. You are instructed specifically not to consume any alcohol at such events where you are driving.

If your conduct brings the School into disrepute you will be subject to the School's disciplinary procedure. Such behaviour may be viewed as a gross misconduct offence and could render you liable to disciplinary action up to and including dismissal without notice.

Outside activities and other employment

You are not permitted to engage in any activity outside your employment with the School that could reasonably be interpreted as competing with the School.

You are required to seek permission from management before taking on any other employment while employed by the School unless you are on a zero hours contract.

Health and Safety

It is your duty and responsibility to familiarise yourself with, and to comply with, the School or any third party's health and safety policies and procedures. Breach of these rules may result in disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

You must report all accidents, however minor, as soon as possible, making a comprehensive entry in the School's Accident Book.

Dress and appearance

Your personal appearance makes an important contribution to the School's reputation and image. For this reason, it is important that your dress and appearance is professional and reflects the environment in which you work.

You will be expected to comply with any management instructions concerning dress and appearance.

Property and equipment

You are not permitted to make use of School or a third party's telephone, fax, postal or other services for personal purposes.

You must not remove property or equipment from School or a third party's premises unless for use on authorised business or with the permission of management.

Where you damage property belonging to the School either through misuse or carelessness, the School reserves the right to make a deduction from your pay in respect of the damaged property.

On termination of your employment you must return all School property, such as keys, laptops (including Chromebooks), mobile telephones, School vehicles, documents or any other items belonging to the School.

Clear desk policy

To improve the security and confidentiality, you are required to ensure that when your workstation is unoccupied you take all necessary steps to clear your work station of any sensitive and confidential information.

This ensures that all sensitive and confidential information, whether it be on paper, a storage device, or a hardware device, is properly locked away or disposed of when a workstation is not in use. This policy will reduce the risk of unauthorized access, data protection breaches, loss of, and damage to information during and outside of normal business hours or when workstations are left unattended.

Whenever a desk is unoccupied for an extended period of time the following will apply:

- All sensitive and confidential paperwork must be removed from the desk and locked in a drawer or filing cabinet. This includes mass storage devices such as CDs, DVDs, and USB drives;
- All waste paper which contains sensitive or confidential information must be placed in the designated confidential waste bins. Under no circumstances should this information be placed in regular waste paper bins;
- Computer workstations must be locked when the desk is unoccupied and completely shut down at the end of the work day;
- Laptops, tablets, and other hardware devices must be removed from the desk and locked in a drawer or filing cabinet;
- Keys for accessing drawers or filing cabinets should not be left unattended at a desk.

Printers and fax machines should be treated with the same care.

Personal searches

The School may reasonably request to search your clothing, personal baggage, personal storage areas or vehicles. An authorised person must conduct any such search in the presence of an independent witness. Should you refuse such a request, the School will require the appropriate authorities to conduct the search on behalf of the School. Failure to co-operate with the School in this respect may be treated as gross misconduct.

Personal property

You are solely responsible for the safety of your personal possessions on School premises and should ensure that your personal possessions are kept in a safe place at all times. If you find an item of lost property on the premises, you are required to inform management immediately.

Environment

In order to provide a cost-effective service, you are requested to use School equipment, materials and services efficiently. You should try to reduce wastage and the subsequent impact on the environment by ensuring that you close windows, avoid using unnecessary lighting or heating or leaving taps running, switch off equipment when it is not in use and handle all materials with care.

Meetings

The School will normally arrange for summary minutes to be taken at any formal meeting. It is not the policy of the School to record meetings by any other means (e.g. digital, audio recording and photographs). You (or any party accompanying you) must not record any meeting without the express permission of the School in advance. Where a meeting is to be recorded then parties must agree to it in advance. If requested, a copy of the minutes/recording will be provided (in line with data protection principles).

Breach of this policy

A breach of the School's standards of behaviour is likely to result in disciplinary action being taken.

Gross Misconduct

Set out below are details of behaviour that the School views as gross misconduct, which is likely to result in dismissal without notice. This list is not exhaustive. Such behaviour includes:

- theft, dishonesty or fraud
- deliberate recording of incorrect working hours
- unauthorised absence
- smoking on School or a third party's premises or in a vehicle belonging to the School
- sleeping during working hours
- assault, acts of violence or aggression
- bullying
- unacceptable use of obscene or abusive language
- possession or use of or being under the influence of non-medicinal drugs or alcohol on School premises or during working hours
- wilful damage to School, employee or third party property
- serious insubordination
- serious or gross negligence
- bringing the School into disrepute whilst representing the school
- bringing the School into disrepute outside of working hours
- falsification of records or other School documents, including those relating to obtaining employment
- unlawful discrimination, including acts of indecency or harassment
- refusal to carry out reasonable management instructions
- gambling, bribery or corruption
- serious breach of health and safety policies and procedures
- breach of confidentiality, including the unauthorised disclosure of School information to the media or any other party
- unauthorised accessing or use of computer data
- unauthorised copying of computer software

Data Protection

What this policy covers

This policy applies to employees, workers and contractors.

This policy details your rights and obligations in relation to your personal data and the personal data of third parties that you may come into contact with during the course of your work.

"Personal data" is any information that relates to a living individual who can be identified from that information.

"Processing" is any use that is made of personal data, including collecting, storing, amending, disclosing or destroying it.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or political beliefs, trade union membership, health, sex life or sexual orientation and biometric data.

"Criminal records data" means information about an individual's criminal convictions and offences and information relating to criminal allegations and proceedings.

If you have access to the personal, special categories or criminal records data of staff or of third parties, you must comply with this Policy. Failure to comply with the Policy and procedures may result in disciplinary action up to and including dismissal without notice.

Data Protection principles

The School processes HR-related personal data in accordance with the following data protection principles:

- the School processes personal data lawfully, fairly and in a transparent manner;
- the School collects personal data only for specified, explicit and legitimate purposes;
- the School processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of the processing;
- the School keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay;
- the School retains personal data only for the period necessary for the processing;
- the School adopts appropriate measures to make sure that personal data is secure and is protected against unauthorised or unlawful processing and from accidental loss, destruction or damage.

Your entitlements

Data protection legislation prescribes the way in which the School may collect, retain and handle personal data. The School will comply with the requirements of data protection legislation and anyone who handles personal data in the course of their work must also comply with it.

The School will inform individuals of the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data about individuals for other reasons.

Where the School processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with the rules relating to special categories of data and criminal records data.

The School will update HR-related personal data promptly if an individual advises that their information has changed or is inaccurate.

Personal data gathered during the employment or engagement of an employee, worker, contractor, volunteer, or intern is held in the individual's personal file (in hard copy or electronic format, or both), and on HR systems. The periods for which the School holds HR-related personal data are contained in its privacy notices.

Access to your personal data [subject access requests]

You have the right to make a subject access request. If you make such a request, the School will tell you:

- whether or not your data is processed and if so why; the categories of personal data concerned and the source of the data if it is not collected from you;
- to whom your data may be disclosed, including any recipients located outside the European Economic Area (EEA) and the safeguards that apply to any such transfers;
- for how long your personal data is stored or how that period is decided;
- your rights to rectification or erasure of data, or to restrict or object to processing;
- your right to complain to the Information Commissioner if you think the School has failed to comply with your data protection rights; and
- whether or not the School carries out any automated decision-making and the logic involved in such decision-making.

The School will also provide you with a copy of the personal data undergoing processing. This will normally be in electronic form if you have made the request electronically, unless you request otherwise.

If you want additional copies, the School will charge a fee, which will be based on the administrative cost of providing the additional copies.

Other rights

You have a number of other rights in relation to your personal data. You can require the School to:

- rectify inaccurate data;
- stop processing or erase data if your interests override the School's legitimate grounds for processing data (where the School relies on its legitimate interests as a lawful basis for processing data);
- stop processing or erase data if it is unlawful; and
- stop processing data for a period if it is inaccurate or if there is a dispute about whether or not your interests override the School's legitimate interests for processing the data.

Your responsibilities

You are responsible for helping the School keep your personal data accurate and up to date. You should let the School know if personal data provided to the School changes, for example, if you change bank or move house.

You may have access to the personal data of other individuals and of our customers or clients in the course of your employment, contract, volunteer period, internship or apprenticeship. Where this is the case, the School relies on you to help meet its data protection obligations.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the School) who have appropriate authorisation;

-
- to keep data secure (for example by complying with rules on access to premises, computer access including password protection, and secure file storage and destruction);
 - not to remove personal data or devices containing or that can be used to access personal data, from the School's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
 - not to store personal data on local drives or on personal devices that are used for work purposes.

Failure to observe these requirements may amount to a disciplinary offence which will be dealt with under the School's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee, customer or client data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to your dismissal without notice.

Processing special categories and criminal records data

The School will process special categories and criminal records data primarily where it is necessary to enable the School to meet its legal obligations and in particular to ensure adherence to health and safety legislation; vulnerable groups protection legislation; or for equal opportunities monitoring purposes.

Procedure

The School keeps a record of its processing activities in respect of HR-related personal data in accordance with the requirements of data protection legislation.

Personal data relating to staff may be collected by the School for the purposes of:

- making a decision about your recruitment or appointment;
- determining the terms on which you work for us;
- checking you are legally entitled to work in the UK;
- paying you and, if you are an employee, deducting tax and National Insurance contributions;
- liaising with your pension provider;
- administering the contract we have entered into with you;
- business management and planning, including accounting and auditing;
- conducting performance reviews, managing performance and determining performance requirements;
- making decisions about salary reviews and compensation;
- assessing qualifications for a particular job or task, including decisions about promotions;
- gathering evidence for possible grievance or disciplinary hearings;
- making decisions about your continued employment or engagement;
- making arrangements for the termination of our working relationship;
- education, training and development requirements;
- dealing with possible legal disputes involving you, or other employees, workers and contractors, including accidents at work;
- ascertaining your fitness to work;

-
- managing sickness absence;
 - complying with health and safety obligations;
 - to prevent fraud;
 - to monitor your use of our information and communication systems to ensure compliance with our policies;
 - to ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution;
 - to record digital meetings to allow replay or storage;
 - to conduct data analytics studies to review and better understand employee retention and attrition rates, and
 - equal opportunities monitoring

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

How we use special categories and criminal records data

"Special categories" data and "criminal records" data require higher levels of protection. We need to have further justification for collecting, storing and processing these types of personal data. We may process special categories or criminal records data in the following circumstances:

- in limited circumstances, with your explicit written consent;
- where we need to carry out our legal obligations;
- where it is needed in the public interest, such as for equal opportunities monitoring, or in relation to our occupational pension scheme;
- where it is needed to assess your working capacity on health grounds.

Less commonly, we may process this type of data where it is needed in relation to legal claims or where it is needed to protect your vital interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Accuracy of personal data

The School will review personal data regularly to ensure that it is accurate, relevant and up to date.

To ensure the School's files are accurate and up to date, and so that the School is able to contact you or, in the case of an emergency, another designated person, you must notify the School as soon as possible of any change in your personal details (e.g. change of name, address, telephone number, loss of driving licence where relevant, next of kin details, etc).

Security of personal data

The School will ensure that personal data is not processed unlawfully, lost or damaged. If you have access to personal data during the course of your employment, you must also comply with this obligation. If you believe you have lost any personal data in the course of your work, you must report it to your manager immediately. Failure to do so may result in disciplinary action up to and including dismissal without notice.

Data breaches

The School will record all data breaches regardless of their effect.

If we discover that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of individuals, we will report it to the Information Commissioner within 72 hours of discovery.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, we will tell affected individuals that there has been a breach and provide them with information about the likely consequences of the breach and the mitigation measures we have taken.

Access to personal data ["subject access requests"]

To make a subject access request, you should send your request to the School. In some cases, the School may need to ask for proof of identification before the request can be processed. We will inform you if we need to verify your identity and the documents we require.

We will normally respond to a request within one month from the date we receive it. In some cases, such as where the School processes large amounts of the individual's data, we may respond within three months of the date the request is received. We will write to the individual within one month of receiving the original request to tell them if this is the case.

If a subject access request is manifestly unfounded or excessive, the School is not obliged to comply with it. Alternatively, we can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which we have already responded. If you submit a request that is unfounded or excessive, we will notify you that this is the case and whether or not we will respond to it.

Disciplinary Policy and Procedure

What this policy covers

This policy applies to employees only.

This policy is designed to ensure that all disciplinary matters are dealt with promptly, fairly and consistently and to encourage an improvement in individual conduct and/or performance. It outlines the procedures that the School will follow should there be a need to take disciplinary action and your right to appeal.

The School reserves the right to discipline or dismiss you without following the Disciplinary Procedure if you:

- are an employee with less than 24 months' continuous service; or
- are engaged as a worker.

Your entitlements and responsibilities

The School aims to deal with disciplinary matters promptly and fairly.

You have the right to appeal against a decision the School makes at a disciplinary meeting. In these cases, the School will make every effort for the appeal to be dealt with by a different manager to the person who dealt with the matter initially.

The School's decision at the appeal stage is final and there is no further right of appeal.

You have a responsibility to assist the School, if required, to investigate the matters raised at disciplinary meetings and comply with the disciplinary procedures.

Disciplinary sanctions

The level of the disciplinary sanction, if any, will be determined by the severity of the offence. The School will normally select one of the following:

Written warning

A Written Warning will usually be applied as the first step of corrective action following unsatisfactory performance or conduct offences.

The School will define the unacceptable acts and explain the conduct or standards required in the future. You will be advised in writing that a failure to improve the standard of conduct or performance may result in further disciplinary action. A time limit will be placed on the warning.

Final written warning

A Final Written Warning is usually applied after a Written Warning has been given and performance or conduct has not improved but may be applied after a more serious first or a second offence.

You will be advised in writing that a failure to improve the standard of conduct or performance may result in dismissal. A time limit will be placed on the warning.

Dismissal

Dismissal occurs when your employment is terminated either with or without notice. Dismissal without notice is also referred to as 'summary dismissal' and is restricted to cases of gross misconduct.

The School reserves the right, at its complete discretion, to impose a sanction short of dismissal if it is deemed appropriate. This may include demotion, transfer to a different post or another appropriate sanction. Any such decision will be confirmed to you in writing once you have been informed of the outcome.

Disciplinary procedure

Suspension from work

If the School believes it is appropriate, it may decide to suspend you from your work pending further investigation or disciplinary action. Suspension itself is not a disciplinary sanction.

If a decision to suspend is made, you will be informed verbally and this will usually be followed up in writing. While you are suspended, you should not attend work or make contact with anyone connected to the School unless otherwise instructed by the School. If you need to contact anyone connected to the School while you are suspended, you must notify your manager. Any reasonable request will not be refused. Breach of the terms of your suspension may result in additional disciplinary action up to and including dismissal without notice.

The School will endeavour to keep any suspension as brief as possible. Any period of suspension will be on full pay. However, should you fail to co-operate at any time with the investigatory process, for example by failing to attend any meeting, without good reason then the School reserves the right to treat this as unauthorised absence and this may result in pay being withheld until such time as you attend any rearranged meeting.

Investigation Meetings

Depending on the circumstances, you may be required to attend Investigation Meetings before a decision is taken to invoke the disciplinary procedure. An Investigation Meeting is an informal meeting and so you are not permitted to be accompanied unless you are under the age of 18 (when a parent or guardian will be permitted).

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

Depending on the outcome of the investigation, the School will decide whether or not to proceed with a Disciplinary Meeting.

If it is decided that there is no case to answer then you will be informed of this fact either verbally or in writing. You will be expected to return to work at the agreed date and time. This will end the process.

Recording meetings

The School will normally arrange for summary minutes to be taken at any formal meeting. It is not the policy of the School to record meetings by any other means (e.g. digital, audio recording and photographs). You (or any party accompanying you) must not record any meeting without the express permission of the School in advance. Where a meeting is to be recorded then parties must agree to it in advance. If requested, a copy of the minutes/recording will be provided (in line with data protection principles).

Invitation to a Disciplinary Meeting

If you are required to attend a Disciplinary Meeting, the School will inform you of this in writing.

In the letter, the School will set out the issues that are to be considered, how seriously these are being viewed, the potential consequences and details of any intention to call witnesses. The letter will also inform you of the date and time of the meeting to allow you sufficient time to prepare your case.

As this is a formal meeting, the letter will also detail your right to be accompanied.

Your right to be accompanied at a Disciplinary Meeting

You are entitled to be accompanied at a Disciplinary Meeting by a fellow worker or a trade union official. With the exception of those under the age of 18, when a parent or guardian will be permitted, no other person will be permitted to attend.

Should you wish to be accompanied, you must notify the School of the name and position of your chosen companion as soon as possible.

Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

Action if you cannot attend the meeting on the proposed date

If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to advise them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

Attending the disciplinary meeting

You must attend the meeting at the proposed time. Failure to participate in the process or attend arranged meetings without good reason may result in additional disciplinary action or a decision being made in your absence.

Prior to the meeting, you should ensure that you are fully prepared to answer questions relating to the incident/circumstances in question. At the meeting you will be given every opportunity to state your case, present any evidence and call relevant witnesses before any decision is made.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

After the Disciplinary Meeting

At the end of the meeting there will normally be an adjournment to allow for consideration of the facts. You will be informed of the outcome and any sanction will be confirmed in writing to you as soon as possible.

In some circumstances there may be a need to adjourn and reconvene a meeting at a later date, to allow further investigation. In this case you will be advised accordingly.

Notification of the decision and disciplinary sanction

Following the Disciplinary Meeting, the School will notify you of its decision and the disciplinary sanction it will apply. This letter will also explain your right to appeal against any decision taken and sanction applied.

Your right of appeal against disciplinary action

If you wish to appeal against a decision you must submit your request in writing, stating the reasons for the appeal, to the individual identified in the letter confirming the sanction. This should be submitted within five working days of receiving notification.

The Appeal Meeting

You will be informed of the date and time of the Appeal Meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable. You will be entitled to be accompanied by a fellow worker or a Trade Union official.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

At the Appeal Meeting you will be given an opportunity to state your case. Your companion is permitted to put forward and summarise your case, respond on your behalf to views expressed in the meeting, ask questions and confer with you, but will not be entitled to answer questions directly on your behalf.

The meeting will then be adjourned to allow the School to consider the facts and the decision will be confirmed in writing. The outcome will be communicated as soon as possible, taking into account the complexity of the issues raised in the appeal. The decision at this stage will be final.

Disclosures and Disclosure Information

What this policy covers

This policy applies to employees, workers and contractors.

The School uses a Disclosure service to assess the suitability of individuals for employment in positions of trust. As recipients of Disclosure Information, the School must comply fully with the relevant Code of Practice.

The Data Protection Policy, Safer Recruitment Policies and this policy outline the School's legal basis for processing and also obligations in respect of the handling, use, storage, retention and disposal of Disclosures and Disclosure Information. It also sets out your obligations regarding disclosing information and the implications of an unsatisfactory disclosure being received.

The School's responsibilities

General principles

The School will only process Disclosure and Disclosure Information to perform obligations or to exercise rights in employment law as provided under data protection legislation.

The School will tell you the reasons for processing Disclosure and Disclosure Information, how it uses such data and the legal basis for this processing in its Privacy Notices.

Where a Disclosure is required for the position concerned, all application forms, job advertisements and recruitment briefs will contain a statement that a Disclosure will be conducted in the event of the candidate being offered the position.

The School also complies fully with its obligations under data protection legislation and other relevant legislation pertaining to the safe handling, use, storage, retention and disposal of Disclosure Information.

Use of disclosure information

Disclosure Information is only used for the specific purpose for which it was requested, as detailed in the School's Privacy Notice and for which the School has the legal right to use it and for which your full consent has been given.

In the event of an unsatisfactory Disclosure the School will arrange to meet with you to discuss this issue and reserves the right to withdraw any employment offer or terminate your employment.

Storage and access

Disclosure Information is held separately from your personnel file and stored securely, in lockable, non-portable, storage containers with access strictly controlled and limited to those who are entitled to see it as part of their duties.

Handling

In accordance with relevant legislation, Disclosure Information is only passed to those who are authorised to receive it in the course of their duties. The School maintains a record of all those to whom Disclosures or Disclosure Information has been revealed and recognises that it is a criminal offence to pass this information to anyone who is not entitled to receive it.

Retention

The School will not retain your Disclosure Information for any longer than is absolutely necessary. This retention will allow for the consideration and resolution of any dispute or complaint, or be for the purpose of completing safeguarding audits.

Throughout this time the usual conditions regarding safe storage and strictly controlled access will prevail.

Disposal

Once the retention period has elapsed, the School will ensure your Disclosure Information is immediately destroyed by secure means. While awaiting destruction, Disclosure Information will not be stored in any unsecured receptacle (e.g. waste bin).

The School will not keep any photocopy or other image of the Disclosure Information or any copy or representation of the contents of a Disclosure. However, the School may keep a record of the date of issue of a Disclosure, the name of the subject, the type of Disclosure requested, the position in relation to which the Disclosure was requested, the unique reference number of the Disclosure and the details of the recruitment decision taken.

Your responsibilities

You are required to inform the School immediately if at any time during your employment you are questioned in connection with, charged with or convicted of any criminal offence or if you are in receipt of any notice of prosecution or police caution. Failure to notify the School may result in disciplinary action against you, up to and including dismissal without notice for gross misconduct.

Equality, Diversity and Inclusion

What this policy covers

This policy applies to employees, workers and contractors.

The School values and actively strives to have a diverse and inclusive workforce in a working environment free from discrimination. An inclusive work culture where people of different backgrounds are valued equally will ensure better outcomes for us all. We continually engage with our staff as well as external partners to help us to understand how we can make our workplace more inclusive and gain an insight into what our staff need most from us.

The School will seek to promote the principles of equality, diversity and inclusion in all its dealings with employees, workers, job applicants, clients, customers, suppliers, contractors, recruitment agencies and the public.

Everyone who acts on the School's behalf are required to adhere to this policy when undertaking their duties or when representing the School in any other guise.

Your entitlements and responsibilities

Unlawful discrimination

Unlawful discrimination of any kind in the working environment will not be tolerated and the School will take all necessary action to prevent its occurrence.

Specifically, the School aims to ensure that no employee, worker or job applicant is subject to unlawful discrimination, either directly or indirectly, on the grounds of gender, gender reassignment, race (including colour, nationality, caste and ethnic origin), disability, sexual orientation, marital status, part-time status, pregnancy or maternity, age, religion or belief, political belief or affiliation or trade union membership. This commitment applies to all aspects of employment, including:

- recruitment and selection, including advertisements, job descriptions, interview and selection procedures
- training
- promotion and career-development opportunities
- terms and conditions of employment, and access to employment-related benefits and facilities
- grievance handling and the application of disciplinary procedures
- selection for redundancy,

Equality, diversity and inclusion practice is developing constantly as social attitudes and legislation change. The School will review all policies and implement necessary changes where these could improve equality of opportunity.

Inclusion

Everyone within the School must fully understand and comprehend how this policy will affect them and they must abide by the following when carrying out their duties. When working for or representing the School you must:

-
- ensure that you are always presenting the best of yourself at work and in supporting your colleagues so that we encourage an engaged, welcoming and committed workplace which realises the potential of all involved;
 - understand the policies surrounding Equality, Diversity and Inclusion in the capacity of your role and how they affect not only you but your fellow colleagues;
 - be receptive and open to differences and where appropriate challenge your own thinking to ensure you do not fall foul of making assumptions about colleagues and/or children who may be different to you;
 - understand the full breadth of the negative impact discrimination of any kind can have on the School, our children and your colleagues;
 - follow the appropriate channels to challenge behaviours that are not inclusive; and
 - ensure that the School's Equality, Diversity and Inclusion Policy is at the forefront of your mind when dealing with children in order to respect their differences so that you represent the School in the correct light.

Managers

In addition, managers must:

- establish inclusive values throughout your team to ensure differences are being valued and inappropriate behaviour is being challenged swiftly;
- take appropriate action where there is a clear breach of the School's Equality, Diversity and Inclusion Policy in order to discourage such behaviour and supply relevant training to encourage correct behaviours;
- be a clear role model to the team you manage to demonstrate your own actions and behaviours are in line with those of the School's inclusion commitment; and
- consider all steps to ensure inclusion is prevalent within every stage from induction to exiting, ensuring that all decisions taken are based completely on merit and that clear opportunities to develop skills and potential is available to all.

Recruitment of ex-offenders

The School actively promotes equality of opportunity for all candidates, including those with criminal records where appropriate.

The School requires you to provide details of any relevant criminal record at an early stage in the application process. Specific rules about which convictions and spent convictions you should disclose and those you need not disclose - known as "protected convictions" - are contained in legislation.

Any such information should be sent in a separate confidential letter to the designated person. Only those who need to see it as a formal part of the recruitment process will have access to this information.

Having a criminal record will not necessarily prevent you from being appointed.

Any recruitment decision will depend on the nature of the position and the circumstances and background of the offence(s). The School will discuss with you the relevance of any offence to the job in question.

If you fail to reveal any information relating to disclosures in accordance with the School's Disclosures Policy, this may lead to the withdrawal of an offer of employment.

The School's policy in relation to the handling of criminal records data is contained in the Disclosure and Disclosure Information Policy.

Career development

While positive measures may be taken to encourage under-represented groups to apply for employment opportunities, recruitment or promotion to all jobs will be based solely on merit.

Everyone will have equal access to training and other career-development opportunities appropriate to their experience and abilities.

However, the School will take appropriate positive action measures (as permitted by equal opportunities legislation) to provide specialist training and support for groups that are under-represented in the workforce and encourage them to take up training and career-development opportunities.

Procedure

Complaints of discrimination

Everyone is responsible for the promotion and advancement of this policy. Behaviour, action or words that breach the policy will not be tolerated and could be deemed an act of discrimination.

The School will treat seriously all complaints of discrimination made by employees, clients, customers, suppliers, contractors or other third parties and will take action where appropriate.

If you believe that you have been discriminated against, you are encouraged to raise the matter as soon as possible with your manager or other senior manager using the School's Grievance Procedure (outlined elsewhere in the Employee Handbook). If the Grievance Procedure does not apply, you should raise a complaint to a senior manager.

Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you make an allegation of discrimination, the School is committed to ensuring that you are protected from victimisation, harassment or less favourable treatment. Any such incidents will be dealt with under the School's Disciplinary Procedures (or other such appropriate measures where the Disciplinary Procedure does not apply).

Investigating accusations of unlawful discrimination

If you are accused of unlawful discrimination, the School will investigate the matter fully.

During the course of the investigation, you will be given the opportunity to respond to the allegation and provide an explanation of your actions.

If the investigation concludes that the claim is false or malicious, the complainant may be subject to disciplinary action.

If the investigation concludes that your actions amount to unlawful discrimination, you will be subject to disciplinary action, up to and including dismissal without notice for gross misconduct.

Monitoring

The School may carry out monitoring for the purposes of measuring the effectiveness of its Equality, Diversity and Inclusion Policy.

Expenses

What this policy covers

This policy applies to employees and workers.

This outlines the School's policy on the authorisation and reimbursement of business expenses incurred during the course of your employment.

The School reserves the right to refuse to pay an expense claim if the expenditure is unreasonable or unnecessary, or if the appropriate documentation has not been provided.

Failure to follow this policy will constitute a disciplinary offence that will be managed in accordance with the School's Disciplinary Procedure (detailed elsewhere in the Employee Handbook).

Your entitlements and responsibilities

The School's responsibilities

The School will reimburse you in respect of any expenses wholly, necessarily and reasonably incurred in the course of your work.

Your responsibilities

You must use the most cost-effective transport methods and routes in conducting business.

You should ensure that all expense claims are made promptly, as directed by the School.

What can be claimed?

Set out below are details of the expenses that can be claimed. This list is not exhaustive.

Travelling expenses

Travelling expenses will be paid to you when you need to travel on School business to other locations, and this is generally limited to the cost of travel from the office to the destination and return. The School will normally reimburse:

- standard-class rail fares
- business mileage in accordance with HM Revenue & Customs guidelines or as advised by the School
- car-parking costs (but not parking fines or penalties) incurred whilst undertaking your duties for the School
- air travel (the prior consent of your manager must have been obtained)
- taxi fares if no suitable public transport is available

Accommodation and allowances

Overnight expenses should only be incurred when an overnight stay is unavoidable and prior permission has been obtained from your manager.

In certain circumstances, the School will provide you with an overnight accommodation allowance. This allowance includes a set amount, to be determined in advance, for an evening meal, bed and breakfast. It does not include unreasonable expenses, such as use of the mini bar.

Credit card

School credit cards may be provided to certain members of staff, which are strictly for business use only. School credit cards are not to be used for personal expenditure. The School reserves the right to withdraw any credit card from you or to restrict your use of the credit card without giving notice or reasons.

If you are found to be using the School credit card for personal use, this may be treated as a disciplinary offence and could lead to disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

Procedure

Claims should be made on the appropriate claim form, and should include original receipts, in order for them to be authorised by your manager.

Claims for business mileage must be supported by a completed mileage record sheet, giving full details of the journeys involved and the reasons for them.

When your employment ends, for whatever reason, any School credit card must be returned to the School no later than on the final day of your employment.

Flexible Working

What this policy covers

This policy applies to employees only.

The School recognises that you may be interested in reducing your working hours, working from home or changing working patterns.

This policy outlines who is eligible to make a formal flexible working request, the procedure that should be followed and the issues that will be taken into account when deciding whether to agree to the request.

The School will make every effort to accommodate requests for flexible working, provided that an employee's duties can still be carried out effectively within general School operational requirements.

Your entitlements

Eligibility for flexible working

To be eligible to make a request for flexible working, you must:

- have been employed by the School for at least 26 weeks before the request is made
- not have made a formal request to work flexibly during the past 12 months

Procedure

Where you are considering making an application to the School in terms of this policy you have a responsibility to think carefully about your desired working pattern before making an application.

Making an application

You are only permitted to make one formal application per year; each year runs from the date when the application was made.

Applications must be made in writing and submitted to the Headteacher or Operations Manager as appropriate. An application will be considered to have been made on the day that it was received by the School.

For an application to be considered by the School, you must:

- set out the date of the application, the change to working conditions that you are seeking and when you would like the change to come into effect
- explain what effect, if any, you think the proposed change would have on the School and how any such effect might be dealt with
- state that this is a statutory request and whether a previous application has been made to the School and, if so, when it was made

To help the School consider the request please also provide details of the reasons for your application.

If you fail to provide all the required information, the School reserves the right to ask you to re-submit the application. An application may not be considered unless it is completed and submitted in full.

How your application will be considered

Unless your Manager intends to approve the request straight away, they will arrange to meet with you. The proposed changes will be considered in light of the impact on the School financially, from a service viewpoint and in terms of the impact upon colleagues, as well as other practical considerations.

The meeting provides an opportunity to explore the desired work pattern in depth and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns, should there be difficulties in accommodating the desired work pattern outlined in your application. You can be accompanied by a work colleague at this meeting.

If the application for flexible working is granted, it will mean a permanent change to your own terms and conditions of employment. Accordingly, it will be important that, before making an application, you give careful consideration to:

- any financial implications it might have on you in cases where the desired working pattern will involve a drop in salary
- any effects it will have on the School and how these might be addressed.

The School's response

Following the meeting the Headteacher or Operations Manager will write to you to either:

- agree to a new work pattern and confirm the date from which the contract variation shall take effect

Or

- provide clear business grounds as to why the application cannot be accepted and setting out your right to appeal.

Operational reasons for which the School may reject your request are:

- the burden of additional costs
- detrimental effect on its ability to meet customer demand
- inability to reorganise work among existing employees
- inability to recruit additional employees
- detrimental impact on quality
- detrimental impact on performance
- insufficiency of work during the periods that you propose to work
- planned changes

There may also be occasions on which the School will need further time to consider an application or to put in place other arrangements before notifying you of the final decision. Accordingly, all time periods can be extended by agreement.

Appealing if your application is refused

If you wish to appeal against a decision, you must submit your request in writing to the individual identified in the letter confirming the outcome, no later than the end of the fifth working day after you have been notified in writing of the decision.

You will be informed of the date and time of the subsequent appeal. If you cannot attend on this day, you must contact the person named on the invitation letter to inform them of this fact. You can be accompanied by a work colleague.

After the appeal meeting, the School shall write to you notifying you of the decision reached. This decision will be final and you will not be permitted to make another formal application until 12 months after the date of your original application.

The law requires that all requests, including any appeals, must be considered and decided on within a period of three months from first receipt.

Grievance

What this policy covers

This policy applies to employees and workers.

A grievance is any concern, problem or complaint that you have in relation to your employment.

Where possible, you should try to settle any grievance informally with your manager at the earliest opportunity. Where any grievance is unable to be resolved informally, this policy sets out the School's Grievance Procedure.

Your responsibilities

You have a responsibility to raise any grievances promptly and reasonably, assist the School, if required, in any investigation of the matters raised in your grievance, follow the grievance procedure and attend all meetings arranged under it.

You may raise grievances either informally or formally. If you raise a grievance informally first, you may still raise the grievance formally subsequently if it is not resolved to your satisfaction.

The School aims to deal with all grievances promptly and impartially, and to make all reasonable efforts to achieve a satisfactory outcome.

You have the right to appeal against a decision the School makes in respect of a grievance raised by you. In these cases, the School will make every effort for the grievance to be dealt with by a different manager to the person who dealt with the grievance initially.

The School's decision at the appeal stage is final and there is no further right of appeal.

Procedure

Dealing with grievances informally

If you have any grievance, you should discuss this with your manager in the first instance, who will then attempt to resolve the situation on an informal basis.

If you feel unable to approach your manager directly, you should approach another manager or a more senior member of the School, who will discuss with you ways of dealing with the matter.

If attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under the following formal procedure.

Your right to be accompanied at Grievance Meetings

At all formal stages of this procedure, you are entitled to be accompanied by a fellow worker or by a trade union official. If you are under 18, your parent or guardian will be allowed to accompany you.

Should you wish to be accompanied, you must notify the School of the name and position of your chosen companion as soon as possible.

Formal procedure

The School will make all reasonable efforts to deal with formal grievances in a fair and consistent manner. While the School will make every effort to settle any grievance within the time limits detailed in this procedure, this may not be possible on some occasions.

You must set out the nature of the grievance, and the full particulars of it, in writing. The written grievance should be submitted to the Headteacher or Operations Manager as appropriate. If your grievance is against the Headteacher, you should submit it to the Chair of Governors.

Attending the Grievance Meeting

You will be invited to a meeting to discuss the grievance, normally within five working days of the School receiving your grievance. You must take all reasonable steps to attend this meeting.

Prior to the meeting, you should ensure that you are fully prepared to present your grievance, share any supporting evidence and answer any questions relating to the incident/circumstances in question.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

Notification of the outcome

After the Grievance Meeting, an appropriate period of time may be taken to allow for any further investigation and/or the consideration of all the facts before a decision is reached. The School will then, normally, inform you in writing of its decision regarding the raised grievance without unreasonable delay. The letter will also explain your right to appeal against any decision taken.

Recording of meetings

The School will normally arrange for summary minutes to be taken at any formal meeting. It is not the policy of the School to record meetings by any other means (e.g. digital, audio recording and photographs). You (or any party accompanying you) must not record any meeting without the express permission of the School in advance. Where a meeting is to be recorded then parties must agree to it in advance. If requested, a copy of the minutes/recording will be provided (in line with data protection principles).

Appeals against grievance outcomes

If you are dissatisfied with a decision made regarding a grievance you have raised, you have the right of appeal. Whenever possible, the appeal will be dealt with by a different manager to the person who dealt with the grievance.

Your appeal must be made in writing, stating the reasons for the appeal, to the individual identified in the decision letter. This should be submitted no later than the end of the fifth working day after you received written notification.

The Appeal Meeting

The School will arrange and hold an Appeal Meeting as quickly as possible, normally within five days. You will be entitled to attend the Appeal Meeting and will be given an opportunity to state your case.

You must take all reasonable steps to attend this meeting. If you feel that you have a legitimate reason as to why you cannot attend the meeting on the proposed date, you must contact the person named on the invitation letter to inform them of this fact immediately. The meeting may then be delayed to facilitate your attendance, if this is considered reasonable.

You must notify and obtain the consent of all those present at the meeting if you intend to record it.

Harassment and Bullying

What this policy covers

This policy applies to employees, workers and contractors and covers bullying & harassment of anyone in the workplace. The workplace includes normal business premises, client sites or any work-related setting (including locations for training and work-related social events). This policy also applies to virtual settings and social media where deemed to be work-related.

As part of the School's overall commitment to equality of opportunity, it is fully committed to promoting a fair and harmonious working environment in which everyone is treated with respect and dignity and in which no individual feels bullied, threatened or intimidated. The aim of this policy is to prevent harassment and bullying in the workplace which includes harassment and bullying by other workers or by third parties you encounter while doing your job.

Harassment or bullying at work in any form is unacceptable behaviour and will not be permitted or condoned and will be viewed as a gross misconduct offence which may result in dismissal without notice.

What is harassment and bullying?

Harassment and bullying detract from a productive working environment and can impact on the health, confidence, morale and performance of those affected by it, including anyone who witnesses or has knowledge of the unwanted or unacceptable behaviour.

Definition of harassment

Harassment is any unwanted physical, verbal or non-verbal conduct based on sex, sexual orientation, marital or civil partnership status, gender reassignment, religion or belief, age, race or disability which affects the dignity of anyone at work or creates an intimidating, hostile, degrading, humiliating or offensive environment.

A single incident of unwanted or offensive behaviour can amount to harassment. Some examples are given below, but many forms of behaviour can constitute harassment. These examples are:

- physical conduct, ranging from touching, pushing or grabbing to punching or serious assault
- verbal or written harassment through jokes, offensive language, defamatory remarks, gossip, threats or letters
- unwelcome sexual behaviour, including unwanted suggestions, propositions or advances
- the sending or displaying of material that is pornographic or obscene, including e-mails, text messages, video clips, photographs, posters, emblems or any other offensive material
- inappropriate posts or comments on or via social media commonly known as "cyber bullying"
- isolation, non-co-operation at work or exclusion from social activities
- coercion, including pressure for sexual favours
- inappropriate personal contact, including intrusion by pestering or spying

It should be noted that it is the impact of the behaviour that is relevant and not solely the motive or intent behind it.

Definition of bullying

Bullying is persistent, offensive, abusive, intimidating or insulting behaviour, which, through the abuse of power, makes the recipient feel upset, threatened, humiliated or vulnerable.

Bullying can be a form of harassment and can undermine an individual's self-confidence and self-esteem and cause them to suffer stress.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying, which can include:

- shouting at or humiliating others
- high-handed or oppressive levels of supervision
- unjustified, offensive and/or insulting remarks about performance
- exclusion from meetings, events or communications without good cause
- physical or emotional threats

Bullying can occur in the workplace and outside of the workplace at events connected to the workplace, such as social functions or business trips.

Your rights and responsibilities

Your rights

You have the right to work in an environment which is free from any form of harassment or bullying. The School recognises your right to complain about harassment or bullying should it occur. All complaints will be dealt with seriously, promptly and confidentially.

Every effort will be made to ensure that, when you make a complaint, you will be protected from further acts of bullying and harassment. If others also give evidence or information in connection with the complaint, they equally will be protected. Perpetrators of these acts will be subject to disciplinary action which may warrant dismissal.

Your responsibilities

You have a responsibility to help ensure a working environment in which the dignity of everyone is respected. You must comply with this policy and you should ensure that your behaviour to colleagues and anyone connected to the School, does not cause offence and could not in any way be considered to be harassment or bullying.

You should discourage harassment and bullying by making it clear that you find such behaviour unacceptable. You should also support colleagues who suffer such treatment and are considering making a complaint. You must alert a manager or supervisor immediately to any incident of harassment or bullying to enable the School to deal with the matter promptly and effectively.

The School's responsibilities

The School will ensure that adequate resources are made available to promote respect and dignity in the workplace and to deal effectively with complaints of harassment and bullying. This policy and procedure will be communicated effectively to all and the School will ensure that everyone is aware of their responsibilities. Appropriate training, where necessary, will be provided.

Procedure

In order to raise a complaint of harassment or bullying, please refer to the School Grievance Procedure (outlined elsewhere in this Employee Handbook).

Home Working Policy

What this policy covers

This policy applies to employees and workers.

This policy aims to describe the working arrangements that will apply in regard to School employees and workers working from home or considering working from home at any time.

Your entitlements

The School will consider requests for home working for staff in all jobs and all grades and, where appropriate, will agree to you working partly or wholly from home, provided that such an arrangement is suitable for both parties and is likely to facilitate effective and efficient working.

Home working during exceptional circumstances

In exceptional circumstances, the School may require you to perform some, or all, of your duties from home. If this happens it will be on a temporary basis. The School will do all it can to discuss these temporary arrangements with you in advance of them taking effect and will keep them under review.

Your responsibilities

Contact

If you are a homeworker, the School will normally expect you to contact your supervisor regularly.

Homeworkers must ensure that they take adequate rest breaks as required by the Working Time Regulations 1998. You must:

- take a break during each working day of at least 20 minutes, during which you must stop work;
- ensure that you have a daily rest break of at least 11 continuous hours, i.e. the time period between stopping work one day and beginning work the next day must not be less than 11 hours; and
- have at least one complete day each week when no work is done.

Attending the workplace

You are required, on request, to attend the workplace for purposes such as training, performance assessment and team briefings. The dates and times of such visits will normally be agreed with you in advance.

Equipment

It is the School's policy that all equipment, including computer equipment, and materials necessary for you to work from home will be provided by the School and maintained (and replaced when necessary) by the School.

It is your duty to ensure that proper care is taken of equipment and materials provided by the School.

On termination of your employment or contract for any reason, the School will have the right to visit your home at an agreed time and retrieve all equipment and documents belonging to the School.

Where approved by the School you may work on your own home computer or laptop as long as you comply with the Bring Your Own Device to Work Policy.

Telephone and internet accounts

The School will reimburse you for all telephone and internet accounts associated with the use of your own telephone and computer used in connection with the School's business.

The School will pay all charges on the mobile phone provided by the School to you as a homeworker, with the proviso that this must be used only for work-related purposes.

Security

You must not allow members of your family or third parties who are not employed or engaged by the School to access or use the School's equipment.

You are responsible for keeping all documents and information associated with the organisation's business secure at all times. Specifically, you are under a duty to:

- keep filing cabinets and drawers locked when they are not being used;
- ensure all confidential information is stored and disposed of in line with School guidelines and not household waste disposal;
- delete or destroy any confidential information in your possession when asked to do so by the School;
- not remove any sensitive information from the School's premises without management approval;
- leave School equipment or information out of sight (e.g. laptops, mobile phones, documentation);
- keep all documentation belonging to the School under lock and key at all times except when in use; and
- set up and use unique passwords for the computer and any other digital devices.

The computer and any other equipment provided by the School for you must be used only for work-related purposes and must not be used by any other member of your family or third party at any time or for any purpose.

Health and safety

The School is obliged under health and safety legislation to ensure the health and safety of homeworkers. The School is therefore required to ensure that:

- all equipment and systems of work in your home are safe;
- all articles and substances are handled and stored safely;
- an assessment of your workstation is conducted;
- information and training on the safe use of equipment, including display screen equipment, is provided to you; and
- risk assessments are carried out in respect of the work you are carrying out.

If you work from home you have a duty to ensure, in so far as is reasonably practicable, that you work in a safe manner and that you follow all health and safety instructions issued by the School from time to time.

Insurance and legal considerations

The homeworker is responsible for checking that all home and contents insurance policies provide adequate cover for the fact that he/she works from home and any local planning rules prior to commencing work from home.

Employees and workers will remain covered by the School's public and personal liability insurance policy for activities involved in the performance of their duties.

If there is any uplift to these home insurance policies specifically on account of the work for the School, the School will normally meet the appropriate extra premium upon delivery by the homeworker of the appropriate receipts and documentation where this has been agreed.

Mortgage or rental agreements

As a homeworker you are solely responsible for checking applicable mortgage or rental agreements to ensure that you are permitted to work from home, and for obtaining any requisite permission to work from home.

Company rules

As a homeworker you are still subject to the School's policies and rules. In the event of sickness or absence for any other reason you must comply with the absence reporting procedure. In the event of any meetings such as disciplinary or grievance you will normally be required to attend the School's premises.

Home working request procedure

If you wish to work from home you should apply under the School's flexible working procedure.

Safeguarding Low-Level Concerns Policy

Introduction

At Cransley School, we aim to create an open and transparent culture where all concerns about all adults involved with our school are dealt with promptly and appropriately. We aim to identify any concerning, problematic or inappropriate behaviour early; minimise the risk of abuse; and ensure that adults working in or on behalf of our school are clear about professional boundaries and act within these boundaries, and in accordance with our school ethos.

This policy should be read alongside our Safeguarding and Child Protection and Employee handbook policies.

Summary

It may be possible that a member of staff acts in a way that does not cause risk to children, but is however inappropriate. A member of staff who has a concern about another member of staff, volunteer, contractor or who, on reflection, recognises that their actions could have been viewed as a risk should inform the Head Teacher about their concern using a Low-Level Record of Concern Form. If the Head Teacher cannot be contacted, the Chair of Governors should be contacted instead.

Keeping Children Safe in Education September 2021

The following is taken from Keeping Children Safe in Education September 2021 and identifies what may be considered behaviour relating to low level concern:

What is a low level concern (LLC)?

409. The term 'low-level' concern does not mean that it is insignificant, it means that the behaviour towards a child does not meet the threshold set out at paragraph 338 (and on page four of this policy in the red box). A low-level concern is any concern – no matter how small, and even if no more than causing a sense of unease or a 'nagging doubt' - that an adult working in or on behalf of the school or college may have acted in a way that:

- *is inconsistent with the staff code of conduct, including inappropriate conduct outside of work;*
- *and does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the LADO.*

410. Examples of such behaviour could include, but are not limited to:

- *being over friendly with children;*
- *having favourites;*
- *taking photographs of children on their mobile phone;*
- *engaging with a child on a one-to-one basis in a secluded area or behind a closed door; or,*
- *using inappropriate sexualised, intimidating or offensive language.*

411. Such behaviour can exist on a wide spectrum, from the inadvertent or thoughtless, or behaviour that may look to be inappropriate, but might not be in specific circumstances, through to that which is ultimately intended to enable abuse.

412. It is crucial that any such concerns, including those which do not meet the harm threshold (see Part Four - Section one), are shared responsibly and with the right person, and recorded and dealt with appropriately. Ensuring they are dealt with effectively should also protect those working in or on behalf of schools and colleges from potential false allegations or misunderstandings.

Clarity around Allegation vs Low-Level Concern vs Appropriate Conduct

The following clarifies the School understanding of what a low-level concern may look like:

Serious Allegation:

Any adult linked to our school who has:

- behaved in a way that has harmed a child, or may have harmed a child and/or;
- possibly committed a criminal offence against or related to a child and/or;
- behaved towards a child or children in a way that indicates he or she may pose a risk of harm to children; and/or
- behaved or may have behaved in a way that indicates they may not be suitable to work with children.

Low Level Concern:

Any adult linked to our school who has behaved in a way that:

is inconsistent with the staff code of conduct, including inappropriate conduct outside of work; and

does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the LADO.

Appropriate:

Behaviour which is entirely consistent with our school's Code of Conduct, and the Law.

Procedure

Reports of low-level concerns should be recorded in writing, with details of the concern, the context in which it arose and action taken.

The name of the person reporting should be noted, respecting wishes to remain anonymous as far as reasonably possible. This report should be sent to the Headteacher, or the Chair of Governors. If the concern is about the headteacher, the report should be sent directly to the Chair of Governors.

Records of low-level concerns should be reviewed so that potential patterns of concerning, problematic or inappropriate behaviour can be identified and responded to.

Where a pattern of behaviour is identified, the school should decide on a course of action. This might be internal disciplinary procedures, or referral to the LADO if the harms threshold is met.

The rationale for all decisions and actions taken must be recorded.

The school must consider if any wider cultural issues in school that enabled the behaviour to occur and if appropriate policies could be revised or extra training delivered to minimise the risk of recurrence.

Storing and use of Low-Level Concerns and follow-up information

LLC forms and follow-up information will be stored securely within the schools safeguarding systems, with access only by the leadership team. This will be stored in accordance with the school's GDPR and data protection policies.

The staff member(s) reporting the concern must keep the information confidential and not share the concern with others apart from the Head Teacher or those aware in the senior leadership team.

Low-Level Concerns will not be referred to in references unless they have been formalised into more significant concerns resulting in disciplinary or misconduct procedures.

Whenever staff leave Cransley School, any record of low-level concerns which are stored about them will be reviewed as to whether or not that information needs to be kept.

Consideration will be given to: (a) whether some or all of the information contained within any record may have any reasonably likely value in terms of any potential historic employment or abuse claim so as to justify keeping it, in line with normal safeguarding records practice; or (b) if, on balance, any record is not considered to have any reasonably likely value, still less actionable concern, and ought to be deleted accordingly.

Maternity and Adoption Leave

What this policy covers

This policy applies to employees. However, Statutory Maternity and Adoption Pay may be available to both employees and workers.

This policy outlines your statutory rights and responsibilities when you are pregnant, give birth or adopt a child. It also outlines the arrangements and notification requirements before, during and after a period of Maternity or Adoption Leave, your statutory entitlements to pay during your leave and your right to return to work following Maternity or Adoption Leave.

This policy also covers associated issues such as holidays.

Entitlements and procedures that apply to Shared Parental Leave are contained in a separate policy in this Handbook.

Your entitlements

Time off for antenatal care

If you are pregnant, you have the right to take reasonable time off work, with pay, during your working hours to receive antenatal care, regardless of your length of service. This includes relaxation and/or parent craft classes, when this has been recommended on medical grounds by your registered medical practitioner or registered midwife.

The School requires you to give reasonable notice when making a request to take time off for scheduled antenatal appointments. Prior to time off being authorised, you will also be required to provide a copy of your appointment card and/or medical certificate confirming your pregnancy, with the exception of your first appointment.

Time off for adoption appointments

If you intend to adopt a child, you are entitled to time off to attend adoption appointments. Adoption appointments refer to those which take place after you are notified that a child is to be placed with you for adoption or for a fostering for adoption placement and before the placement occurs.

The amount of time off (and any entitlement to pay) depends on whether you have elected to be the main adopter or are the partner of the main adopter. No request for time off will be unreasonably refused.

If you are the main adopter, you are entitled to time off to attend adoption appointments on up to five occasions. The maximum time off which can be taken on each occasion is six and a half hours. Time off will be paid at your normal rate of pay.

If you are the partner of the main adopter, you are entitled to time off to attend up to two adoption appointments. The maximum time off which can be taken on each occasion is six and a half hours. Time off is unpaid.

Different types of leave available

If you are pregnant or you have recently given birth, you are entitled to Maternity Leave.

If you adopt a child, either you or your partner will be entitled to Adoption Leave. Adoption leave can be taken by either partner adopting a child jointly, regardless of your gender. To obtain the benefit of these rights, you must comply with the qualifying conditions that are outlined below.

Where you meet the eligibility criteria, you are entitled to 52 weeks' Maternity or Adoption Leave, in order to care for a new baby or a newly adopted child who is up to 18 years of age.

Maternity and Adoption Leave is made up of 26 weeks' Ordinary Leave, followed by 26 weeks' Additional Leave. Additional Maternity Leave (AML) or Additional Adoption Leave (AAL) follows immediately after the end of your Ordinary Leave. There can be no gap between the two types of leave.

New mothers and adoptive parents have the right to transfer all, or part, of their AML or AAL entitlement to the other parent or to share Parental Leave. Further details can be found in the Paternity Leave policy and the Shared Parental Leave policy (outlined elsewhere in the Employee Handbook).

Compulsory Maternity Leave

When you give birth, you are legally compelled to take a minimum of two weeks' Maternity Leave immediately after giving birth. For health and safety reasons, new mothers who work in a factory have a longer minimum period of four weeks.

Benefits during Maternity or Adoption Leave

During Maternity or Adoption Leave, you are entitled to receive all your normal contractual benefits, including annual holiday entitlement, with the exception of your normal pay.

Statutory Maternity and Adoption Pay (SMP/SAP)

SMP and SAP are payable for up to 39 weeks.

The first six weeks are payable at the higher rate, which is the equivalent of 90% of your normal earnings. For SMP your normal earnings are calculated based on the eight-week period before the Qualifying Week, i.e. the 15th week before your expected week of childbirth. For SAP your normal earnings are calculated over the eight-week period ending with the week in which you are notified of having been matched with the child for adoption.

The remaining 33 weeks are payable at a standard rate for the relevant tax year and can change each year.

If your earnings are below the standard rate set by the Government, you will be paid at the equivalent of 90% of your average earnings in the eight-week period before the Qualifying Week or the date the child is matched.

If you do not qualify for SMP or SAP, you may be entitled to claim for an allowance of financial support by contacting your local benefits office.

Qualifying for SMP and SAP

To qualify for SMP or SAP you must:

- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes during the eight-week period up to and including the Qualifying Week or the date you are matched with a child
- have been continuously employed for at least 26 weeks, ending with the 15th week before your expected week of childbirth (the 'Qualifying Week') or the date you are informed by the approved adoption agency, or the central authority, that you have been matched with a child
- (if you are pregnant) still be pregnant at the 11th week before your expected week of childbirth or have had the child by that time
- give the School at least 28 days' notice (or, if that is not possible, as much notice as is reasonably practicable) of the day you would like your SMP or SAP to start
- provide the School with the appropriate medical certification of your expected week of childbirth, normally using the medical certificate MAT B1, or provide a written declaration that you have chosen to receive SAP rather than Statutory Paternity Pay

Returning to work after Maternity or Adoption Leave

You do not need to give notice of your return to work if you simply return at the end of your Maternity or Adoption Leave period.

If you wish to return to work before the full entitlement of your Maternity or Adoption Leave has ended, or change your mind about the intended date of return to work, you must give the School a minimum of eight weeks' notice of the intended date of your return.

In the event that you fail to give the required eight weeks' notice of an earlier date of return, the School may postpone your return until the end of the eight weeks' notice you should have given, or until the end of the Maternity or Adoption Leave period, whichever is earlier.

You are entitled to return to your original job at the end of Ordinary Maternity or Adoption Leave. Where you take Additional Maternity or Adoption Leave, you are also entitled to return to your original job at the end of the Additional Leave. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

You will not lose the right to return to work if you do not follow the correct notification procedures. However, the School may take appropriate disciplinary action if you fail to return to work at the end of the Maternity or Adoption Leave period.

In the event that you are unable to return to work at the end of the Maternity or Adoption Leave due to ill health, the School's normal sickness absence rules, procedures and payments will apply.

Holiday entitlement and Maternity or Adoption Leave

Annual holiday entitlement will continue to accrue during the whole of your Maternity or Adoption Leave. You must discuss and agree with the School, in advance, when your accrued holiday entitlement can be taken.

Holiday entitlement cannot be taken simultaneously with Maternity or Adoption Leave. Accrued holiday can only be taken either before the beginning of the Leave or after the end of the Leave. Authorisation must be obtained from the School in the normal way prior to your accrued holiday being taken.

Contact during Maternity or Adoption Leave

The School may make reasonable contact with you during your Maternity or Adoption Leave. In addition, you may attend work during your Maternity or Adoption Leave, for a limited period, without affecting your Maternity or Adoption Leave. These days are referred to as Keeping in Touch days (see below).

Keeping in Touch (KIT) days

During your Maternity or Adoption Leave, you may work up to 10 days for the School, during your Leave, without losing your right to your Maternity or Adoption Leave pay.

Any days worked will be paid at your normal rate of pay, and any SMP or SAP will be taken into account for these purposes.

Neither you nor the School is under any obligation to agree to work or provide work for KIT days.

Procedures

Notification procedures for Maternity Leave

If you are pregnant and give birth to a child, you are entitled to take Maternity Leave. To be eligible, you must comply with the rules and procedures set out below:

- no later than the end of the 15th week before the week your child is due, you must give the School notice of:
 - the fact that you are pregnant and the date on which you intend to start your Maternity Leave
 - the expected week of childbirth, which must be confirmed by providing the medical certificate MAT B1
- within 28 calendar days of you giving notice, the School will respond in writing, to confirm the date on which your Maternity Leave will end. This will normally be 52 weeks from the start of your Maternity Leave
- the earliest you may start your Maternity Leave is 11 weeks before your expected week of childbirth. However, Maternity Leave will start automatically if you give birth before this date

Your Maternity Leave will automatically start if you are absent from work for a pregnancy-related illness during the four weeks before your expected week of childbirth.

Changing the start of your Maternity Leave

You may change your mind about when you want to start your Maternity Leave, as long as you notify the School, in writing, of your new start date. You must give the School the relevant notice by whichever date is the earlier of the following notice periods:

- 28 days before the date on which you originally intended to start your leave

Or

- 28 days before the new date on which you want to start your leave

Notification procedures for Adoption Leave

If you adopt a child, you are entitled to Adoption Leave. This right applies to both men and women.

The partner of an individual who adopts, or the other partner of a couple adopting a child jointly, may also be entitled to Paternity Leave and Statutory Paternity Pay.

If you are part of a couple that adopts a child, you can choose which partner will take Adoption Leave and which will take Paternity Leave. Either partner can choose the type of leave that applies to them.

To qualify for Adoption Leave, you must:

- be newly matched with a child for adoption by an approved adoption agency (this includes placement of a child with local authority foster parents who are prospective adopters under the fostering for adoption scheme)
- have notified the agency that you agree that the child should be placed with you and have agreed the date of placement
- notify the School of when you want to take Adoption Leave no more than seven calendar days after being notified that you have been matched with a child
- in the case of surrogacy adoption leave, be in receipt of, or in the process of applying for, a parental order.

You should also give the School the matching certificate from the approved adoption agency as evidence of your entitlement to Adoption Leave. Only one period of Adoption Leave will be available, irrespective of whether you have more than one child placed with you for adoption as part of the same arrangement.

Within 28 calendar days of you giving notice, the School will respond in writing to you, confirming the date when your Adoption Leave will end. This will normally be 52 weeks from the start of the Adoption Leave.

You may choose to start your Adoption Leave either from;

- the date of the child's placement

Or

- a fixed date, which can be up to 14 calendar days before the expected date of the child's placement

Changing the start of your Adoption Leave

You may change your mind about when you want to start Adoption Leave, as long as you notify the School, in writing, of your new start date. You must give the School the relevant notice by whichever date is the earlier of the following notice periods;

- 28 days before the date you originally intended to start your leave or
- 28 days before the new date you want to start your leave

Overseas adoption

If you are adopting a child from overseas, you must have received official notification that the adoption has been approved by the central authority and give the School notice, in writing, at each of the three notification stages.

The School will require copies of official notification as evidence of the child arriving in the UK and to support your request to take Adoption Leave.

The procedures for overseas adoption are determined by the central authority and are thorough. In the first instance, you should discuss your intention to take Adoption Leave within 28 days of the date on which you received the official notification.

Menopause Policy

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the rights of anyone experiencing menopausal symptoms and explains the support available to them in the workplace. It also helps line managers to understand how best to support someone who is experiencing symptoms and what adjustments might need to be considered.

Your entitlements and responsibilities

The menopause usually occurs in women who are in their late 40's or early 50's and is a natural stage of life for women when their periods stop and they experience hormonal changes such as a decrease in oestrogen levels. It can also happen much earlier in their twenties/thirties for women but this is not common. The term 'perimenopause' is used when a woman's body is starting to change in the build up to the menopause. The perimenopause usually starts in the mid-forties, but can start earlier or later and last several years. It is important to be aware that certain surgery such as a hysterectomy or having chemotherapy, rather than natural ageing, will trigger the menopause in a woman.

Managing the impact of the menopause at work is important for all parties.

For those experiencing symptoms:

- it can be a difficult and stressful time which sometimes goes undiagnosed and/or untreated;
- they could be experiencing physical changes to the body which can be considerable and require a change in lifestyle and habits;
- their mental health and over-all sense of wellbeing could be impacted; and
- it is a very sensitive and personal matter which can last many years.

For management:

- to understand the health and wellbeing issues which might be raised and ways in which they can provide support; and
- to understand the potential impact on work

Your responsibilities

If you believe you are in the perimenopause stage or are entering the menopause and you feel that this is impacting upon your work it is important to talk to your manager or the relevant person at work. Understanding the symptoms is not easy as there are more than 34 symptoms, which can include:

- difficulty sleeping and night sweats;
- feeling tired and completely lacking in energy;
- mood swings;
- depression;
- feeling anxious and panic attacks;
- hot flushes;
- struggling to remember things or to concentrate and focus;
- taking longer to recover from illness;
- irregular periods which can become heavier before stopping altogether;
- aches and pains including muscle and joint stiffness;
- recurring urinary tracts infections and problems;
- headaches including migraines;
- putting on weight;
- noticeable heartbeats;
- skin irritation;
- dry eyes; and
- joint stiffness, aches and pains.

Each of these symptoms might affect performance at work. In order to support you during this time the company needs to be made aware of how the menopause is impacting you, so honest and open conversations are encouraged. With your consent medical information may be requested and guidance from professionals sought.

Employer responsibilities

Provide support

The School aims to facilitate an open and understanding working environment. You are encouraged to inform your line manager that you are experiencing menopausal symptoms at an early stage to ensure that symptoms are treated as an ongoing health issue rather than as individual instances of ill health. Early notification will also help line managers to determine the most appropriate course of action to support your individual needs. If you do not wish to discuss the issue with your direct line manager you may find it helpful to have an initial discussion with a trusted colleague or another manager.

There are many external sources of help and support for employees and managers, including the information points below:

- www.menopausematters.co.uk which provides information about the menopause, menopausal symptoms and treatment options;
- the www.daisynetwork.org charity, which provides support for women experiencing premature menopause or premature ovarian insufficiency; and
- the www.menopausecafe.net which provides information about events where strangers gather to eat cake, drink tea and discuss the menopause.

Reasonable adjustments

Following discussions with your manager and/or after seeking medical advice certain reasonable adjustments may be put in place to support you because being able to manage the effects of the menopause and perimenopause includes making sure health and safety checks are in place, are regularly carried out and risks minimised, reduced or where possible removed.

Environment

Consideration will be given to your wellbeing and this could include things like the environment, for example are you able to access ventilation easily or sit next to a window to enable you to cool down quickly when experiencing a hot flush. Take the time to discuss any needs.

Flexible working

The School recognises that difficulty sleeping is a common symptom of the menopause. To reflect this, as well as the impact of other common symptoms, we aim to facilitate flexible working wherever possible in extreme cases. Requests for flexible working could include asking for:

- a change to the pattern of hours worked;
- permission to perform work from home;
- a reduction in working hours; or
- more frequent breaks.

You should discuss such requests with your line manager and (where applicable) follow the Flexible Working Request procedure in the Flexible Working Policy. Depending on the circumstances, requests may be approved on a permanent or temporary basis.]

Data Protection

The School will process any personal data collected in accordance with its Data Protection policy. Data collected from the point at which the School becomes aware of the issue is held securely and accessed by, and disclosed to, individuals only for the purposes of providing the necessary support.

Discrimination

The menopause can in extreme cases amount to a disability for the purposes of the Equality Act 2010. The School will ensure that you are not treated less favourably than others as a result of any disability and will also work with you to make reasonable adjustments as required.

Health and safety

The Health and Safety at Work etc. Act 1974 imposes a duty on the School to ensure, so far as is reasonably practicable everyone's health, safety and welfare at work. The School will consider whether or not a risk assessment is necessary to identify how working conditions could affect those experiencing the menopause in the workplace.

Mobile and Office Telephones

What this policy covers

This policy applies to employees, workers and contractors.

This policy outlines your responsibilities in respect of School mobile and office telephones and the rules relating to personal mobile phones at work.

Your entitlement and responsibilities

Provision and use of equipment

If the School provides you with a mobile phone or use of a landline for business purposes, the School will meet the rental and standard costs in respect of business calls. You must ensure that the mobile phone and accessories are kept in good condition at all times and that your mobile phone is charged and available for use during working hours.

You must observe any site specific restrictions imposed by other organisations regarding the use of mobile phones, including requests to keep mobile phones turned off.

Inappropriate use

The content of text messages and voicemail must comply with the standards required of any other form of written or verbal communication and be consistent with accepted conventions and practice.

Abuse of the text or voice messaging facility may result in disciplinary action. The sending and/or receiving of any material which is, in the opinion of the School inappropriate i.e. defamatory; offensive or obscene; untrue or malicious; may constitute gross misconduct and result in summary dismissal.

If you receive an inappropriate text or voice message, you must notify your line manager immediately.

The School monitors the use of its mobile and School telephones in compliance with the Monitoring Policy, E-Safety Policy and Acceptable User agreements. School mobile or office telephones may not be used for personal calls unless specified otherwise in your Contract of Employment.

The School reserves the right to deduct from your pay the cost of any personal use or alternative arrangements may be agreed to repay these costs.

Personal mobile phones

Unless otherwise instructed, personal mobile telephones must be switched off or switched to silent mode at all times during normal working hours.

Personal calls and text messages should be made during your normal break times only. However, in the case of an emergency, you should speak with your manager about making or receiving personal calls.

Loss or damage

Your School mobile phone is your responsibility. You must take all reasonable precautions to ensure that your mobile phone is not stolen, lost or damaged. Do not leave your mobile phone in a visible place such as in an unattended vehicle. Where possible you must set up a personal identification number (PIN) to prevent any unauthorised person from accessing or using your phone.

In the event that your School mobile phone is stolen, lost or damaged you must contact your manager immediately.

If loss or damage is caused to your School mobile phone as a result of your negligence, you may be charged for the cost of the repair or for a replacement phone. You may be required to reimburse the School for the associated costs or the School may deduct the sum owed directly from your pay.

Procedure

Mobile phones and Driving

It is a criminal offence to drive (or have another person drive) a motor vehicle while using a 'hand held' mobile telephone. Driving includes sitting in a stationary vehicle while the engine is running and a 'hand held' mobile phone will include any 'hands free' mobile phone if it is held at any point during the call.

If you incur a fixed penalty or fine in relation to the use of a mobile phone whilst driving you will be responsible for the associated costs. You must inform your line manager immediately of any fine or penalty points placed on your licence or if you are disqualified from driving.

Returning the equipment

If you are requested to return your mobile phone to the School you must return the phone and accessories immediately. On termination of your employment, the mobile phone must be returned to the School no later than the final day of your employment. The School retains the right to deduct the cost of the mobile phone and/or accessory that is not returned, or is returned in a damaged condition due to your negligence, from your final pay.

Breach of this policy

If this policy is breached the School reserves the right to withdraw the School mobile phone and take disciplinary action. Any breach of the policy including, but not limited to, inappropriate use of School mobile or land-lines and using a mobile phone device whilst driving may be treated as gross misconduct and may result in your dismissal without notice.

Monitoring

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the School's approach to employee monitoring, provides information relating to the types of monitoring used and the School's obligations in relation to such monitoring and in introducing additional monitoring. It should be read alongside the E-Safety policy and the Acceptable user agreements.

The School's responsibilities

You should be aware that the School may carry out monitoring of employees, workers and contractors.

Monitoring may be necessary either to allow the School to perform its contract with you or for the School's own legitimate interests. The School's reasons for monitoring include:

- security and the prevention and detection of crime
- ensuring appropriate use of the School's telecommunications and computer systems
- ensuring compliance with regulatory requirements
- monitoring attendance, work and behaviour;

Types of monitoring

The monitoring carried out may include:

- monitoring of premises using video cameras
- monitoring e-mails and analysing e-mail traffic
- monitoring websites visited by staff using School systems
- recording telephone calls and checking call logs
- monitoring the use of School vehicles via vehicle-tracking systems
- tracking via mobile devices

The School may use information gathered through monitoring as the basis for disciplinary action.

If disciplinary action results from information gathered through monitoring, you will be given the opportunity to see or hear the relevant information in advance of the disciplinary meeting.

The School will ensure data collected through monitoring is processed in accordance with the School's Data Protection Policy and data protection legislation and, in particular, it will be kept secure and access will be limited to authorised individuals.

Additional monitoring

The School reserves the right to introduce additional monitoring. Before doing so, the School will:

- identify the purpose for which the monitoring is to be introduced
- ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose
- where appropriate, consult with affected staff in advance of introducing the monitoring
- weigh up the benefits that the monitoring is expected to achieve against the impact it may have on staff

The School will ensure that you are aware of when, why and how monitoring is to take place and the standards they are expected to achieve.

Covert monitoring

If the School has reason to believe that certain employees, workers or contractors are engaged in criminal activity, the School may use covert monitoring to investigate that suspicion. In such instances, any monitoring will take place under the guidance of the police and will be carried out in accordance with Data Protection legislation.

Parental Bereavement Leave

What this policy covers

This policy applies to employees. However, Statutory Parental Bereavement Pay may be available to both employees and workers.

This policy outlines your statutory right to Parental Bereavement Leave and the qualifying conditions for Statutory Parental Bereavement Pay and the procedure that you need to follow when requesting Parental Bereavement Leave. It also provides information relating to your contractual rights and your right to return to work following Parental Bereavement Leave.

The following sections provide only a general guide; further guidance and clarification must be sought from Management.

Your entitlements and responsibilities

You can take up to two weeks' Parental Bereavement Leave in the 56 weeks following the death of a child aged under 18 of which you are a parent or partner of a parent.

Leave may be taken as a single unit of two weeks, or as two units of one week each.

Qualifying conditions for Parental Bereavement Leave

In order to qualify for Parental Bereavement Leave you must:

- be a "parent" of the child or be the partner of such a person. "Parent" is defined widely and includes adoptive parents and kinship carers.
- confirm the requested leave is parental bereavement leave.

If you are eligible you are entitled to take up to two weeks' paid parental bereavement leave.

Parental bereavement leave must be taken in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week, on or following the child's death, but must be completed within 56 weeks of the date of death of the child.

Statutory Parental Bereavement Leave Pay

Statutory Parental Bereavement Leave Pay is paid at a statutory rate, or 90% of weekly earnings, whichever is the lower amount.

In order to qualify for Statutory Parental Bereavement Leave Pay you must:

- have worked continuously for the School for 26 weeks up to the end of the week prior to the child's death (the "relevant week")
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to the end of the relevant week.

Contractual benefits during your Parental Bereavement Leave

You are entitled to your normal terms and conditions of employment, with the exception of pay, whilst on Parental Bereavement Leave.

Right to return to work following Parental Bereavement Leave

You are normally entitled to return to the same job following your Parental Bereavement Leave.

If your Parental Bereavement Leave immediately follows a period of Additional Maternity Leave, Shared Parental Leave or Parental Leave of more than four consecutive weeks you are also entitled to return to your original job at the end of the Parental Bereavement Leave. However, if this is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

Contact during Parental Bereavement Leave

The School may make reasonable contact with you during your Parental Bereavement Leave.

Procedure

Requesting Parental Bereavement Leave

The School understands that, due to the nature of the circumstances giving rise to Parental Bereavement Leave, it will not always be possible to give the School advance notice of any leave, but you should let the School know as soon as you can.

You must give the School notice of your intention to take Parental Bereavement Leave, stating:

- the date of the child's death
- the date on which the leave is to begin
- whether you intend to take one or two weeks' leave

You do not have to do this in writing, but you will need to give the School sufficient information for us to understand that your time off falls under the Parental Bereavement Leave provision.

If notice to take Parental Bereavement Leave is being given within the first 56 days after your child's death, this should be given before your scheduled start time on the first day of absence or, if this is not reasonably practicable, notice should be given as soon as reasonably practicable.

If you wish to take Parental Bereavement Leave later than 56 days after your child's death, you must give at least one week's notice.

Taking Parental Bereavement Leave

Leave may start on any day of the week on or following the child's death. Your leave must be completed within 56 weeks of the date of death of the child.

Claiming Parental Bereavement Leave Pay

Although you do not need to give notice in writing to request Parental Bereavement Leave, if you wish to claim Parental Bereavement Leave Pay (subject to the qualifying conditions), you must provide the School with the following information in writing:

- the date of your child's death;
- a declaration that you meet the qualifying conditions (i.e. that you are the parent of the child).

Returning to work after your Parental Bereavement Leave

You are normally entitled to return to work following Parental Bereavement Leave to the same position you held before commencing your leave. Your terms of employment will continue to be the same as they would have been had you not been on Parental Bereavement Leave.

If your Parental Bereavement Leave has been combined with a period of Additional Maternity Leave or Shared Parental Leave totalling more than 26 weeks or a period of Parental Leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the job you held before commencing leave, the School will offer you a suitable and appropriate alternative position.

Breach of this policy

If you take a period of Parental Bereavement Leave fraudulently, you may be subject to disciplinary action up to and including dismissal.

Parental Leave

What this policy covers

This policy applies to employees only.

The School recognises that working parents may need to take additional unpaid leave from work to care for their children. This policy outlines the qualifying conditions and the procedure to request Parental Leave. It also sets out how and when the leave can be taken, provides information on your contractual rights and your right to return to work following Parental Leave.

If you meet the qualifying conditions set out below, you are entitled to take the relevant Statutory Parental Leave for each child. The School will consider all requests for Parental Leave, however, you must be aware that Parental Leave can only be authorised to be taken at a time to suit the needs of the business.

Your entitlements

Qualifying conditions

In order to qualify for Parental Leave, you must have been employed by the School for a continuous period of one year or more. You must also have responsibility for the child and you must be one of the following:

- the biological mother or father of the child
- the child's adoptive parent (male or female)
- have legal responsibility for the child, such as the child's legal guardian

You must confirm that the requested leave is intended for the purpose of spending time with or caring for the child.

Taking Parental Leave

If you meet the qualifying conditions, you are entitled to:

- a maximum of 18 weeks' unpaid Parental Leave for each of your children under the age of 18; the leave must be taken before the child's 18th birthday.

You should be aware that there is a maximum of four weeks' Parental Leave that can be taken in any one year.

Parental Leave can only be taken in blocks of one complete week or more, except in the case of children with a disability, when you may take Parental Leave one day at a time.

Contractual benefits during Parental Leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, while on Parental Leave.

Procedure

If you meet the qualifying conditions detailed above, you are required to give the School a minimum of 21 calendar days' notice, in writing, of your request to take Parental Leave. The request must specify the start and end date of the intended leave and state that the purpose of the leave is to spend time with or to take care of the child.

You must confirm if you have previously taken Parental Leave, in relation to the same child, during any previous or other employment with another employer.

You are also required to provide evidence of your responsibility to the child and the child's date of birth or date of adoption placement. This evidence can be a birth certificate; adoption or matching certificate; court order or parental responsibility agreement.

If you intend to take a period of Parental Leave immediately after a period of Paternity Leave, you must give the School a minimum of 21 days' notice from the beginning of the expected week of childbirth or placement.

The right to postpone Parental Leave

The School has the right to postpone your Parental Leave for up to six months if the timing of your absence will unduly disrupt the business. However, any Parental Leave requested to take place immediately after the birth of your child, or the date of placement, will not be postponed provided that you have given 21 calendar days' notice of your intention to take Parental Leave at this time.

Returning to work after Parental Leave

You are normally entitled to return to work following Parental Leave to the same position you held before commencing your leave. Your terms of employment will remain unchanged upon your return from a period of Parental Leave.

If your Parental Leave has been combined with a period of Maternity, Adoption, Shared Parental or Paternity Leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the same position you held before commencing leave, the School will offer you a suitable and appropriate alternative position.

Breach of this policy

If you take a period of Parental Leave under this policy for any purpose other than to spend time with or otherwise care for your child, you may be subject to disciplinary action, up to and including dismissal.

Paternity Leave and Paternity Pay

What this policy covers

This policy applies to employees. However, Statutory Paternity Pay may be available to both employees and workers.

This policy outlines your statutory right to Paternity Leave and the qualifying conditions and the procedure that you need to follow when requesting Paternity Leave. It also provides information relating to your contractual rights and your right to return to work following Paternity Leave.

You may also be eligible to take Shared Parental Leave. Entitlements and procedures that apply to Shared Parental Leave are contained in a separate policy in this Handbook.

The following sections provide only a general guide; further guidance and clarification must be sought from Management.

Your entitlements and responsibilities

Right to accompany a pregnant woman to antenatal appointments

You have the right to take unpaid time off during working hours to accompany a pregnant woman to antenatal appointments where you:

- are the pregnant woman's husband or civil partner, or
- live with the woman in an enduring family relationship (whether heterosexual or same-sex relationship) and are not a relative of the woman, or
- are the expected child's father, or
- are one of a same-sex couple who is to be treated as the child's other parent under the assisted reproduction provisions, or
- are the potential applicant for a parental order under surrogacy laws.

This time off is limited to:

- no more than two occasions
- each lasting no more than six and a half hours

Paternity Leave

You can take Paternity Leave (PL) in relation to the birth or adoption of a child. If you are the partner of an individual who adopts, or you are the other member of a couple who is adopting jointly, you may be entitled to Paternity Leave.

If you have adopted the child, you can choose who will take the Adoption Leave and who will take the Paternity Leave. Only one period of Maternity or Adoption Leave and one period of Paternity Leave may be taken between the couple even if your partner works for a different company.

Further details of Adoption Leave entitlement are set out in the Maternity and Adoption Policy (outlined elsewhere in the Employee Handbook).

Qualifying conditions for Paternity Leave

In order to qualify for Paternity Leave you must:

- have worked continuously for the School for 26 weeks leading into the 15th week before the child is due; or by the week in which an approved adoption agency matches you with the child (the notification week)
- be the biological father of the child or the mother's husband or partner (male or female) or have, or expect to have, responsibility for the child's upbringing
- confirm the requested leave is intended for the purpose of caring for the child, or to support the child's mother or adoptive parent in caring for the child.

If you are eligible you are entitled to take up to two weeks' paid PL. PL must be taken in units of either one whole week or two consecutive whole weeks. Leave may start on any day of the week, on or following the child's birth, but must be completed:

- within 56 calendar days of the actual date of birth of the child; or
- if the child is born early, within the period from the actual date of birth up to 56 calendar days after the expected week of birth.

You may change your mind about the starting date for PL, providing you tell the School at least 28 calendar days in advance of the changed start date (or as soon as is reasonably practicable, if not in a position to do so within the prescribed period).

Statutory Paternity Pay

If you are eligible you are entitled to be paid during your PL following the birth or placement of your child in order to care for the child or support its mother or adoptive parent.

During PL, it is likely that you will be entitled to Statutory Paternity Pay (SPP), which will be the same as the standard rate of Statutory Maternity Pay (SMP). In order to qualify for SPP you must:

- meet the PL qualifying conditions mentioned above and
- have average weekly earnings equal to or above the Lower Earnings Limit for National Insurance purposes over the eight week period leading up to and including, the 15th week before the child is due or, in adoption cases, the Notification Week

In addition to meeting the conditions detailed above, the School may request you to provide a self certificate as evidence that the mother or adoptive parent meets these conditions. The self certificate must also provide the information required above and include a declaration that you meet the necessary conditions.

Contractual benefits during your Paternity Leave

You are entitled to enjoy your normal terms and conditions of employment, with the exception of pay, whilst on Paternity Leave. You are also entitled to return to the same job following your leave.

If the School provides you with an enhanced contractual right to Paternity Leave or Paternity Pay you should clearly understand, that when payment of contractual paternity pay is made this is inclusive of any SPP entitlement i.e. you are not entitled to both.

Contact during Paternity Leave

The School may make reasonable contact with you during your Paternity Leave.

Procedure

Requesting Paternity Leave

If you wish to take PL you must notify the School by the 15th week before the expected week of childbirth or no more than seven days after you are notified of being matched with the child, stating the week the child is due, or the expected placement date; whether you wish to take one week's or two weeks' continuous leave; and the date you want the leave to start.

The School will consider all requests for Paternity Leave. However, you must be aware that Paternity Leave can only be authorised to be taken immediately after the birth or the placement of the child or if later at a time to suit the needs of the business.

Taking Paternity Leave

You are permitted to take PL in units of either one whole week or two consecutive whole weeks.

Leave may start on any day of the week on or following the child's birth or the date of adoption placement. Your leave must be completed within 56 calendar days of the actual date of birth of the child, or the date of the adoption placement.

If the child is born early, leave must be taken within the period from the actual date of birth up to 56 calendar days after the expected week of birth.

Changing the start of your Paternity Leave

Where you are to take PL in respect of a child's birth or to coincide with the day a child is placed with you, you can give written notice to vary the start date of your leave from that which you originally specified.

At least 28 days before the Expected Week of Childbirth or the Expected Placement Date, notice should be given where you wish to:

- vary your leave to start on the day of the child's birth
- vary your leave to start a specified number of days after the child's birth or after the placement date of the child (minus the specified number of days)
- vary your leave to start on a specific date (or a different date from that you originally specified).

Returning to work after your Paternity Leave

You are normally entitled to return to work following Paternity Leave to the same position you held before commencing your leave. Your terms of employment will continue to be the same as they would have been had you not been on Paternity Leave.

If your PL has been combined with a period of Shared Parental Leave totalling more than 26 weeks or a period of Parental Leave of more than four consecutive weeks, and it is not reasonably practicable for you to return to the job you held before commencing leave, the School will offer you a suitable and appropriate alternative position.

If you are unable to return to work following a period of Paternity Leave due to sickness or injury, this will be treated as sickness absence and the normal reporting procedures will apply.

You should be aware if you do not return to work for any other reason, the School will treat a late return as an unauthorised absence, which may result in disciplinary action up to and including dismissal without notice.

Breach of this policy

If you take a period of Paternity Leave under this policy for any purpose other than to care for the child, you may be subject to disciplinary action up to and including dismissal.

Public Interest Disclosure ('Whistleblowing')

What this policy covers

This policy applies to employees, workers and contractors.

The School constantly strives to safeguard and act in the interest of the public and its staff. It is important to the School that any fraud, misconduct or wrongdoing, by employees or other agents, is reported and properly addressed.

This policy applies to all employees and all other agents of the School, who are encouraged to raise concerns in a responsible manner. The School prefers that a concern is raised and dealt with properly, rather than kept quiet.

Your responsibilities

You are encouraged to bring to the attention of the School any practice or action of the School, its employees or other agents that you reasonably believe is against the public interest, in that the practice or action is:

- a criminal offence
- a failure to comply with any legal obligation
- a miscarriage of justice
- a danger to the health and safety of any individual
- an attempt to conceal information on any of the above

Any individual raising legitimate concerns will not be subject to any detriment, either during or after employment. The School will also endeavour to ensure that the individual is protected from any intimidation or harassment by any other parties.

This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work, which should be raised under the School's Grievance Procedure.

Procedure

In the first instance, you should raise any concerns you have with your manager. If you believe your manager to be involved, or if, for any reason, you do not wish to approach your manager, then you should raise it with a more senior person in the School.

Any matter raised under this policy will be investigated promptly and confidentially. The outcome of the investigation, as well as any necessary remedial action to be taken, will be confirmed to you. If no action is to be taken, the reason for this will be explained to you.

Allegations regarding potential breaches of this policy will be treated in confidence and investigated thoroughly. If you raise any concerns under this policy, the School is committed to ensuring that you are protected from victimisation, harassment or less favourable treatment. Any such incidents will be dealt with under the School's Disciplinary Procedures.

Escalating your concern

If you are dissatisfied with this response, you should raise your concerns in writing directly with a more senior person in the School.

If, after escalating your concerns, you believe that the appropriate remedial action has not been taken, you should then report the matter to the proper authority. These authorities include:

- HM Revenue & Customs
- the Financial Conduct Authority
- the Health and Safety Executive
- the Environment Agency or Scottish Environmental Protection Agency
- the Information Commissioner

This list is not intended to be exhaustive, and you must take care to ensure you contact the proper authority in relation to the particular concerns you have.

If you are unsure as to the appropriate authority, advice can be sought from Protect (formerly known as "Public Concern at Work") which is an independent Whistleblowing Charity. Their contact details are at the end of this policy.

If you raise a false allegation and you are found to be culpable, or in any way involved in the wrongdoing, or if you raise a concern maliciously or in a manner not prescribed in this policy, then you may be subject to disciplinary action up to and including dismissal without notice for gross misconduct.

You should not disclose to a non-relevant third party any details of any concern raised in accordance with this policy, and you must not, in any circumstances, publicise your concerns in any way.

Independent advice

Independent advice and support can be obtained from Protect (formerly known as "Public Concern at Work") (Independent Whistleblowing Charity):

Email address	whistle@protect-advice.org.uk
Tel	Tel. 0203 117 2520
Website	www.protect-advice.org.uk

Safeguarding

What this policy covers

This policy applies to employees, workers and contractors.

The School is committed to protecting children against all forms of abuse. You have a responsibility towards children to ensure that they are protected from abuse.

This policy sets out the School's obligations on handling recruitment into job roles that involve working with vulnerable people and on monitoring and reporting information about you received during the course of your employment in those roles.

It also sets out your responsibilities for reporting abuse to any children and the procedure for doing so.

Your entitlements and responsibilities

What is "abuse"?

Abuse is a violation of an individual's human or civil rights by another person and may consist of a single act or multiple acts. As well as physical and psychological abuse, it includes financial abuse and acts of neglect or an omission to act may amount to abuse. Abuse may also occur when a child or vulnerable adult is persuaded to enter into a financial or sexual transaction to which he or she has not consented or cannot consent.

Recruitment

The School will make it clear when advertising jobs whether the work will involve "regulated activity" as defined by the Safeguarding Vulnerable Groups Act 2006.

Before an applicant can be employed in a regulated activity, the School will require you to provide a satisfactory Enhanced Disclosure with a barred list check from the Disclosure and Barring Service to confirm your suitability to carry out regulated activity.

Work that becomes a regulated activity

If your work either becomes a regulated activity or where you are asked to perform work that is a regulated activity, the School will require you to provide a satisfactory Enhanced Disclosure with a Barred List check from the Disclosure and Barring Service to confirm your suitability to carry out regulated activity

If you refuse to undertake this check, or if you appear on the Barred List, the School will investigate whether you can continue to be employed in activities that are not regulated activities, but the School reserves the right to dismiss you.

If you are added to a barred list during the course of your employment

If you are added to a barred list during your current employment, the School will be legally obliged not to allow you to continue to engage in regulated activity. This may mean that the School cannot continue to employ you.

If the School receives notification that you have been barred, the School will investigate whether you can continue to be employed in activities that are not regulated activities, but in these circumstances the School reserves the right to dismiss you without notice.

The School's duty to refer information

By law, the School has a duty to refer certain information to the Disclosure and Barring Service. This includes:

- if the School has dismissed an individual because he or she has harmed, or may harm, a vulnerable adult or child
- if an individual has resigned from the School in circumstances where there is a suspicion that he or she has harmed, or may harm, a vulnerable adult or child (this will apply where an allegation has been made and they resign before the School can take disciplinary action)
- if the School has suspended an individual and has reason to think they have engaged in "relevant conduct" or has harmed, or may harm, a vulnerable adult or child, or has received a caution or a conviction for, a relevant offence

Procedure

You must remain vigilant at all times of the risk to children of abusive behaviour from different sources including members of their family, other children, colleagues, or any third party.

Shared Parental Leave

What this policy covers

This policy applies to employees. However, Shared Parental Pay may be available to both employees and workers.

This policy outlines the statutory right to take Shared Parental Leave (SPL) to care for a child following its birth or placement for adoption. It also outlines notification requirements before a period of SPL and entitlement to pay during SPL.

SPL gives those with caring responsibilities for babies or newly adopted children the opportunity to share up to 52 weeks' leave should they wish to do so. Parents taking SPL can take leave in separate blocks, returning to work in between blocks, and both parents can be on leave at the same time. Eligible carers are entitled to submit up to three 'period of leave' notices and are entitled to take SPL on those dates if a continuous period of leave is requested.

Your entitlements

Qualifying for Shared Parental Leave

To be entitled to SPL you must:

- be the mother, father, or main adopter of the child, or the partner of the mother or main adopter (each will be referred to in this policy as a parent)
- have (or share with the other parent) the main responsibility for the care of the child
- have at least 26 weeks' continuous service at the 15th week before the expected week of birth or at the week in which the main adopter was notified of having been matched for adoption with the child (known as the 'relevant week')
- still be in continuous employment until the week before any SPL is taken.

In addition, the other parent must:

- have at least 26 weeks' employment (employed or self-employed) out of the 66 weeks prior to the relevant week
- have average weekly earnings of at least £30 during at least 13 of the 66 weeks prior to the relevant week

If the other parent meets those conditions, but does not qualify for SPL, you may be entitled to the whole SPL period.

You must also follow the statutory notification and information requirements detailed in this policy.

Amount and timing of Shared Parental Leave

SPL must be taken in weekly blocks and within a one year period beginning with the date of the baby's birth or the child's placement for adoption.

The maximum of 52 weeks' SPL will be reduced by the number of weeks' maternity or adoption leave that has already been taken by the mother or main adopter (or the number of weeks' Statutory Maternity/Adoption Pay or maternity allowance already taken if the mother or main adopter is not entitled to Statutory Maternity/Adoption Leave).

After the birth of a child it is compulsory for the mother to take two weeks' maternity leave (four weeks for new mothers who work in a factory), so in the majority of cases working parents will have the opportunity to split 50 weeks of SPL.

SPL is in addition to the statutory right to two weeks' paternity leave for fathers and partners. If you wish to take paternity leave you must do so before you take any SPL.

Benefits during Shared Parental Leave

During SPL, you are entitled to receive all your normal contractual benefits, including annual holiday entitlement, with the exception of your normal pay.

Shared Parental Pay

In addition to the requirements regarding entitlement to leave outlined above, if you wish to claim Shared Parental Pay (ShPP) you must have average weekly earnings equal to or above the Lower Earnings Limit over the eight week period ending with the relevant week.

A maximum of 39 weeks' ShPP is payable, and this will be reduced by the number of weeks' Statutory Maternity/Adoption Pay or maternity allowance already taken by the mother or main adopter. ShPP is a standard weekly rate (or 90% of your normal weekly earnings if this is lower) which is set by government each tax year.

You must follow the statutory notification and information requirements detailed below.

Holiday entitlement and Shared Parental Leave

Annual holiday entitlement will continue to accrue during the whole of your SPL. You must discuss and agree with the School, in advance, when your accrued holiday entitlement can be taken.

Holiday entitlement cannot be taken simultaneously with SPL. Accrued holiday can only be taken either before the beginning of the leave, after the end of the leave or in between blocks of leave. Authorisation must be obtained from the School in the normal way prior to your accrued holiday being taken.

Contact during Shared Parental Leave

The School may make reasonable contact with you during your SPL. In addition, you may work for up to 20 days without bringing the SPL to an end, but work during SPL will not have the effect of extending your SPL period. These days are referred to as Shared Parental Leave In Touch (SPLIT) days. If you do work, you will be paid your normal rate of pay inclusive of any ShPP entitlement. You are under no obligation to work during SPL, and the School is under no obligation to offer work.

The 20 SPLIT days available during SPL are in addition to the 10 "Keeping in touch" days available during Maternity and Adoption Leave.

Procedure

Where possible you should have an informal discussion prior to giving formal notification of intention to take SPL so that statutory entitlements to other types of leave and pay can be discussed, and to ensure that plans for any discontinuous periods of leave can be considered as early as possible.

Notice of entitlement and intention to take SPL and ShPP

You must notify the School in writing at least eight weeks before the start date of the first period of SPL. The written notice must contain the following information:

- your name and the other parent's name
- the start and end dates of the mother's or main adopter's maternity/adoption leave (or the start and end dates of the statutory maternity/adoption pay or maternity allowance period if the mother/main adopter is not entitled to statutory leave)
- the expected date of birth/placement and the actual date of birth/placement if the written notice is given after the birth/placement
- the amount of SPL and ShPP available and an indication of how much each parent intends to take (this may be varied by a subsequent written notice signed by both parents)
- an indication of the start and end dates of the periods of SPL and ShPP that you intend to take. This indication is not binding and can be amended at a later date
- a signed declaration that you meet the conditions for entitlement to SPL, that the information provided is accurate and that you will notify the School immediately if you cease to meet the conditions for entitlement
- a signed declaration from the other parent containing:
 - their name, address and National Insurance number
 - confirmation that they meet the employment and earnings conditions
 - confirmation that, at the time of the birth, they will share the main responsibility for the care of the child
 - their consent to the amount of leave you intend to take
 - confirmation that they will immediately inform you if they cease to satisfy the employment and earnings conditions

Notice of curtailment of Statutory Maternity/Adoption Leave and payments

At the same time that a notice of entitlement and intention to take SPL is submitted, the mother/main adopter must give the School a leave and pay curtailment notice giving 8 weeks' notice of the date on which Maternity/Adoption Leave and Pay is to end (or the date on which Maternity/Adoption Pay is to end if they are not entitled to Maternity/Adoption Leave). If the mother is only entitled to maternity allowance (and not Maternity Leave) her notice of curtailment must be submitted to Jobcentre Plus. Her maternity allowance cannot be reinstated, so she is in effect giving consent for her partner to take the whole of any ShPP entitlement.

A notice of curtailment is usually binding, but may be revoked in the following circumstances:

- if it becomes apparent that neither parent is entitled to SPL or ShPP; or
- if the curtailment notice was given before the birth and is revoked up to six weeks following the birth (in this case another curtailment notice can be submitted); or
- if the other parent dies.

Notice to take a specific period of SPL and ShPP

The first period of SPL may be identified in the initial notice of entitlement and intention to take SPL. You are entitled to submit a maximum of three formal periods of leave notices.

Each period of leave notice must be given at least eight weeks before the start of a period of leave, stating the dates of the leave and the dates on which ShPP will be claimed, if applicable.

If the first period of leave notice is given prior to the birth of a child, the notice may express the start date in relation to the date of birth, for example 'starting two weeks after the baby is born for a period of four weeks'.

Confirmation of SPL & ShPP

If a continuous period of leave is requested in each period of leave notice, you will be entitled to take that period of leave and this will be confirmed in writing.

If more than one period of leave is requested in a period of leave notice, the School will seek to accommodate the request but this cannot be guaranteed. Your manager will discuss the request with you to determine if it can be accommodated. If it cannot be accommodated, there may be an alternative pattern of leave which can be agreed, or the request may be refused. The School's decision will be confirmed in writing.

If no agreement is reached within 14 calendar days of the period of leave notice being submitted you can:

- take the discontinuous periods of leave requested in one continuous block, beginning on the original start date; or
- withdraw the request within 15 calendar days of the request being submitted. If the request is withdrawn in these circumstances it will not count as one of your three requests; or
- take the continuous block starting on a new date, as long as the new date is later than the original start date, and you notify the School of the new date within 19 calendar days.

Varying a period of leave

If you wish to vary your period of SPL, you are entitled to submit a request to:

- vary the start date as long as the variation is requested at least eight weeks before the original start date and the new start date; or
- vary or cancel the amount of leave requested at least eight weeks before the original start date; or
- request that a single period of leave becomes a discontinuous period of leave, or vice versa

A variation will count as one of your three periods of leave notices unless:

- it is made as a result of the child being born earlier or later than the expected week of childbirth
- the School has requested the variation
- the School has agreed to accept more than three period of leave notices

The usual eight week notice requirement may be modified if your child is born early and the new start date for the period of leave is the same length of time following the birth as in the original notice. In this case notice to vary the start date should be given as soon as reasonably practicable after the birth of the child.

Evidence requirements

The School may request a copy of the child's birth certificate and the name and address of the other parent's employer.

In the case of adoption, the School may request the name and address of the other parent's employer, along with evidence confirming the following:

- the name and address of the adoption agency
- the date that the main adopter was notified of having been matched for adoption with the child
- the date on which the adoption agency expects to place the child

Any such request will be made by the School within 14 days of receiving your notice of entitlement and intention to take SPL and ShPP. You must respond to the request for evidence within 14 days (or within 14 days of the birth of the child if our request was made before the child was born).

If a birth certificate has not yet been issued, you must sign a declaration stating that fact along with the date and location of the child's birth. If the other parent has no employer, this must also be declared.

Returning from Shared Parental Leave

If you wish to return early from SPL, or extend the period of your SPL, you must notify the School at least 8 weeks before both the original end date and the new end date.

If you return to work immediately after a period of SPL which (together with any Statutory Maternity/Adoption Leave you may have taken to care for the same child) was 26 weeks or less, you will return to work in the same job that you left.

If you return to work from a period of SPL which (together with any Maternity/ Adoption Leave you may have taken to care for the same child) was more than 26 weeks you will normally be entitled to return to the job in which you were employed before your absence. If that is not reasonably practicable, you will be offered a similar role on no less favourable terms and conditions.

You will not lose the right to return to work if you do not follow the correct notification procedures. However, the School may take appropriate disciplinary action if you fail to return to work at the end of the SPL period.

In the event that you are unable to return to work at the end of the SPL due to ill health, the School's normal sickness absence rules, procedures and payments will apply.

Sick Pay

What this policy covers

This policy applies to employees and workers.

This policy sets out your entitlement to sick pay and outlines the basic rules and qualifying criteria that apply to sick pay, and operates alongside your contractual terms and conditions relating to Sick Pay. The payment of sick pay is dependent on your adherence to the School's Absence Procedures, which can be found in this Employee Handbook.

Your entitlements

Statutory Sick Pay

Regardless of your length of service, if you are absent from work because of sickness or injury, you will normally be entitled to receive Statutory Sick Pay (SSP) from the School at the prevailing rate. The payment of SSP is conditional upon you satisfying the following qualifying conditions:

- your period of absence consists of at least four consecutive days
- you earn at least the 'Lower Earnings Limit' for National Insurance Contributions (NIC), which is reviewed on an annual basis

The first three days of sickness absence are classed as waiting days, and SSP will not normally be paid.

Once you have met the necessary qualifying conditions and provided the required medical evidence that you are unfit for work, SSP will be paid for each subsequent work day that you remain absent due to sickness or injury. You will only be paid for those days on which you would normally work or are scheduled to work.

SSP is normally payable for a maximum of 28 weeks.

If your absence is as a result of an injury or illness caused by a third party, any Statutory Sick Pay paid is required to be repaid if any compensation for loss of earnings is recovered from the third party.

The provisions relating to SSP are extremely complex. If you have any questions about this policy, you should discuss these with your manager.

Procedure

You must comply with the School's Absence Procedure, which is outlined in this Employee Handbook.

Social Networking Sites and Blogs

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the School's position on employees' use of social networking sites and blogs, whether conducted on School media and in work time or your own private media in your own time. It should be read alongside the provisions of the E-Safety Policy, Monitoring Policy and Staff Acceptable User Agreement.

Your responsibilities

Social networking sites and blogs offer a useful means of keeping in touch with friends and colleagues, and they can be used to exchange views and thoughts on shared interests, both personal and work-related.

The School does not object to you setting up personal accounts on social networking sites or blogs on the internet, in your own time and using your own computer systems. However, you must not do so on School media or in work time.

You must not link your personal social networking accounts or blogs to the School's website. Any such links require the School's prior consent.

You must not disclose School/business secrets, breach copyright, defame the School or its clients, suppliers, customers, Parents, Pupils or any individual who works for the School, or disclose personal data or information about any individual who works for the School, colleague, or worker on your blog or on your social networking site.

Social networking site posts or blogs should not be insulting or abusive to employees, workers, contractors, suppliers, School contacts, Parents, Pupils, clients or customers.

Compliance with related policies

Social media should never be used in a way that breaches any of the School's other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum.

For example, you are prohibited from using social media to:

- breach our Computers and Electronic Communications Systems Policy;
- breach our obligations with respect to the rules of relevant regulatory bodies;
- breach any obligations contained in those policies relating to confidentiality;
- breach our Disciplinary Policy or procedures;
- harass or bully other staff in any way or breach our Anti-harassment and Bullying Policy;
- unlawfully discriminate against other staff or third parties or breach our Equal Opportunities Policy;
- breach our Data Protection Policy (for example, never disclose personal information about a colleague online); or
- breach any other laws or regulatory requirements.

You should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the School.

References to the School

If reference is made to your employment or to the School, you should state to the reader that the views that you express are your views only and that they do not reflect the views of the School. You should include a notice such as the following:

'The views expressed on this website/blog are mine alone and do not reflect the views of my employer'

You should always be conscious of your duty to act in good faith and in the best interests of the School under UK law. The School will not tolerate criticisms posted in messages in the public domain or on blogs about the School or any other person connected to the School.

You must not bring the School into disrepute through the content of your website entries or your blogs.

Any misuse of social networking sites or blogs as mentioned above may be regarded as a disciplinary offence and may result in dismissal without notice.

You should be aware that any information contained in social networking sites may be used in evidence, if relevant, to any disciplinary proceedings.

Business Use of Social Media

If your job duties require you to speak on behalf of the School in an online social media environment, you must still seek approval for such communication from your manager, who may require you to have training before you are permitted to participate in social media on behalf of the School.

Similarly, if you are invited to comment about the School for publication anywhere, including in any social media outlet, you should inform your manager and you must not respond without prior written approval.

If you disclose your affiliation with the School on your business profile or in any social media postings, you must state that your views do not represent those of your employer, unless you are authorised to speak on our behalf. You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

Third parties

You must not disclose any information that is confidential or proprietary to the School or to any third party that has disclosed information to the School.

This policy should be read in conjunction with the School's policies on Computers and Electronic Communications and Monitoring.

Confidential Information and Intellectual Property

You must not post comments about sensitive business-related topics, such as the School's performance, or do anything to jeopardise trade secrets, confidential information and intellectual property. You must not include the School's branding, logos or other trademarks in any social media posting or in your profile on any social media platform.

You are not permitted to add business contacts made during the course of your employment to personal social networking accounts.

Details of business contacts made during the course of your employment are regarded as School confidential information, and are the property of the School. This includes information contained in databases such as address lists contained in Outlook, or business and contacts lists created and held on any electronic or social media format, including but not limited to LinkedIn and Facebook.

On termination of employment you must provide the School with a copy of all such information, surrender or delete all such information from your personal social networking accounts, and destroy any further copies of such information that you may have.

Updating your LinkedIn profile to refer to your new employer and setting up your account to ensure that your contacts receive notification of this will be regarded as an act of unlawful solicitation and/or an unlawful attempt to deal with customers, colleagues, and business contacts of the School and may result in civil proceedings being brought against you.

Monitoring

The School reserves the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your use of such resources and systems.

Procedure

Breaches of this policy will be dealt with under the School's Disciplinary Procedure. You should be aware that the School regards breach of any part of this policy as gross misconduct that may result in disciplinary action up to and including dismissal without notice.

If you become aware of information relating to the School posted on the internet, you should bring this to the attention of your manager.

Time Off for Dependants

What this policy covers

This policy applies to employees only.

The purpose of this policy is to ensure those who are genuinely in need of unpaid time off in order to deal with an emergency are treated fairly and consistently while minimising the impact on the business.

You are entitled to take a reasonable amount of unpaid time off during working hours to deal with particular situations affecting your dependants. The amount of time off will depend on the nature of the incident and your individual circumstances.

This policy explains what is meant by dependant and in which circumstances unpaid time off can be granted and sets out the notification procedures. It is at the Headteacher's discretion whether emergency leave is paid or unpaid

Your entitlements and responsibilities

Definition of dependant

A dependant is:

- a spouse
- a civil partner
- a child
- a parent
- a person who lives in the same household as you other than as your tenant, lodger, boarder or someone you employ
- any person who would reasonably rely on you for assistance or who would rely on you to make arrangements for the provision of care in the event of illness or injury
- any other person who may rely on you for the provision of care or arrangements for the provision of care

What counts as time off

Reasonable time off will be granted in the following circumstances:

- to provide assistance when a dependant falls ill, gives birth or is injured or assaulted
- to make arrangements for the care of a sick or injured dependant or to make arrangements to deal with an unexpected disruption to their care provision
- in consequence of the death of a dependant
- to deal with an unexpected incident involving your child during school hours or those of another educational establishment

The right is only to deal with emergencies and to put care arrangements in place - for example, arranging to employ a temporary carer or arranging for the dependant to stay with relatives. You would not be entitled to time off under this policy for the ongoing care of the dependant.

Procedure

You must inform the School as soon as practicable of your unavailability for work, the reason for it and how long you expect to be away from work.

You do not have to do this in writing, but you will need to give the School sufficient information for it to be determined that your time off falls under the Time Off for Dependents provision.

You may be required to provide evidence to the School of your need to take time off under this provision.

If you fail to inform the School as soon as is reasonably practicable that you need time off, or if you abuse the rights under this provision, you may be subject to disciplinary proceedings, up to and including dismissal without notice.

Training

What this policy covers

This policy applies to employees and workers.

The School recognises that it is its people who play a crucial role in ensuring the success of the business and is therefore committed to providing training and development to improve your skills and competence.

The School will provide you with appropriate training to develop the knowledge and skills necessary for you to perform your duties effectively. Wherever possible, the School will ensure you have every opportunity for career development.

This policy covers the different types of training and development you might expect and how the School may recover the costs of training from you in particular cases.

Your entitlements

The types of training that the School provides falls into four broad categories: induction, occupational, internal and external.

Induction training

As a new starter, you will be given a comprehensive introduction to the workplace, your colleagues, catering facilities, duties, health and safety and other procedures.

Your manager or supervisor will assess your training requirements and arrange for that training to be provided. As far as possible, the School will meet your training needs by a combination of occupational, internal and external training.

Occupational training

Throughout your employment with the School, there may be a need to acquire new skills and these can be gained through occupational CPD training delivered by colleagues or through online training (e.g. Educare).

External training

Occasionally, the School may arrange for external training providers to deliver training courses in the workplace. This form of training might be triggered by the introduction of new legislation or working methods and will be arranged when the School feels the training cannot adequately be provided in-house.

External training may be provided in a variety of forms, ranging from short courses of a few hours' duration through to lengthy courses leading to the award of qualifications.

Where necessary, the School will arrange for you to undertake external training if this cannot be provided internally.

Procedure

Paying back your training costs

When you undertake external training courses with significant cost implications, you will be required, prior to commencing the course, to sign an agreement to repay all or a proportion of the costs of the course if you leave the School's employment within a certain time period. Full details will be set out in your training cost agreement.

Vehicles and Driving

What this policy covers

This policy applies to employees, workers and contractors.

This outlines the School's expectations and your responsibilities when driving either a vehicle provided by the School or your own vehicle for business purposes.

It also highlights the actions that you must take to ensure you drive safely and the procedures you must follow in the event of an accident. In addition, it sets out the circumstances in which the School can recover related costs if you are responsible for an accident or damage to a vehicle provided by the School.

Your responsibilities

It is your responsibility to ensure that you are familiar with the procedures and that you understand your responsibilities when using a vehicle for business purposes to ensure the vehicle is roadworthy and does not pose a risk to other users. You are also responsible for ensuring your health and safety and that of your passengers and/or other road users.

Driving whilst carrying out your duties

To be permitted to drive as part of your duties, you must hold a full and valid driving licence that permits you to drive in the UK.

Prior to driving for business purposes, you are responsible for ensuring that your vehicle is roadworthy. You may also be responsible for completing any checklist relating to the vehicle as instructed by management. Under no circumstances should you drive a vehicle that is not roadworthy, does not have a valid MOT or is illegal to drive.

You are required to drive in a safe, lawful and efficient manner, paying due regard to all traffic and weather conditions. You must use the most direct route when carrying out your duties and you should advise management of any problems or delays that could affect the scheduling for that day.

You must normally be at least 25 years old to be permitted to drive a vehicle belonging to the School unless otherwise authorised by management.

Mobile phones and driving

You must not use a mobile phone, including a hands-free phone, while driving. Mobile phones should only be used when the vehicle has been parked in a safe place and the engine has been switched off.

You should divert your phone to voicemail so that messages can be left while you are driving and picked up when it is safe to do so.

Driving under the influence of alcohol or drugs

You must not drive on business while you are under the influence of alcohol, illegal drugs or prescribed drugs if the prescribed drug has any potential effect on your fitness to drive.

School vehicles

Any entitlement to drive a vehicle provided by the School and any provision in respect of payment of private mileage will be set out in your Contract of Employment.

You are not authorised to permit anyone else to drive a vehicle provided by the School without prior approval from your manager. You are not permitted to carry passengers in School vehicles except for Employees/children of the School, unless otherwise agreed with management.

If you are absent from work for any reason, the School reserves the right to require you to make your School vehicle available for business use by other employees.

The safety and security of the vehicle, passengers or loads are your responsibility and you must always lock and alarm the vehicle when you leave it unattended.

You must wash and clean your School vehicle, both inside and outside, as often as is necessary to maintain a smart professional image. Failure to comply may result in the School arranging for the vehicle to be valeted and deducting the associated costs from your pay.

The School will normally meet the costs of maintaining and repairing School vehicles if those costs arise in the course of normal use of the vehicle.

If damage to a vehicle provided by the School is incurred as a result of your negligence or breach of this policy, you will be liable for the total cost of repairing the vehicle, for paying any insurance excess and/or any increase in premiums following a claim as a result of damage to a vehicle provided by the School. Payments will be deducted from your pay unless an alternative method of payment is agreed with management.

Using your own vehicle when carrying out your duties

If you use your own vehicle when carrying out your duties, it is your responsibility to ensure that your vehicle is roadworthy and properly taxed and that your vehicle insurance cover extends to business usage.

The School rules relating to Vehicles and Driving also apply if you drive your own vehicle at any time for the purpose of undertaking your duties. You must read, understand and follow these rules.

Vehicle tracking

You should be aware that all vehicles provided by the School may be fitted with a tracking system that allows the School to locate vehicles provided by the School at any time and to analyse its use.

Interference with the tracking unit is viewed as a gross misconduct offence and will result in disciplinary action up to and including dismissal without notice.

You should be aware that data obtained from the tracking system will be analysed and may be used in any disciplinary proceedings. If evidence of inappropriate use of the vehicle whilst undertaking your duties is obtained, disciplinary action may be taken against you.

Procedures

Taking your driving licence details

If you drive a vehicle provided by the School or drive your own vehicle on business you must provide the latest Shared Driving Licence Information to the School every six months.

To do this, log on to www.viewdrivingrecord.service.gov.uk and enter your details as required. You must then create a licence check code to share your driving record with the School and supply this to the School within 21 days.

You must also notify your manager whenever there is any change to the details on your driving licence, such as the addition of penalty points.

Accidents and damage

If you are involved in an accident in a vehicle provided by the School, you are responsible for obtaining the full contact and insurance details of any third party and any witnesses to the incident.

You must immediately report to management all damage to the School's vehicle. The School may require you to provide a full written report of the circumstances in which the vehicle was damaged.

Driving offences

If you are charged with, or convicted of, a driving offence, or if your driving licence is endorsed, you must report this fact to your manager at the earliest opportunity and, in any event, within 24 hours.

Driving-related fines are your responsibility, whether or not they were incurred in the course of undertaking your duties for the School, and you must pay these as soon as is reasonably practicable. If you fail to pay a driving-related fine, and the School pays it on your behalf, the School will deduct the cost of paying this fine from your pay.

If you are disqualified from driving, and you are required to drive for all or a significant proportion of your job, the School reserves the right to terminate your employment.

Breach of this policy

In the event that you breach this policy or the procedures to be followed, this may result in disciplinary action, up to and including dismissal without notice.