



THE ORATORY PREP SCHOOL

Employment Manual

July 2024

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1. Introduction

1. **Purpose:** This Employment Manual sets out the School's rules, policies and procedures affecting members of staff and also provides information about some of your statutory entitlements. You should make yourself familiar with the contents. You should act in conformity with the Employment Manual in carrying out your responsibilities.
2. **Overall responsibility:** The Board of Directors have overall responsibility for the effective operation of the Employment Manual and for ensuring compliance with employment law. The Board of Directors have delegated day to day responsibility for operating the Employment Manual and ensuring its maintenance and review to the Education Committee.
3. **Changes:** From time to time the School may need to make changes to the Employment Manual. This may be in response to periodic review or legislative change, which will be recommended to the Education Committee. You will be notified in writing of any changes.
4. **Training:** Staff will be provided with induction training and ongoing professional development training as appropriate and in accordance with individual development needs. This induction will require that staff familiarise with the policies within this handbook/manual
5. **Status:** Unless otherwise indicated, the contents of this Employment Manual do not form part of your contract of employment. Where the policy or procedure reflects your statutory entitlements (such as the paternity leave and pay policy), the School will comply with the statutory entitlements in force at the relevant time.
6. **Queries:** If you have any queries about your contract of employment or this Employment Manual, please contact the Head.

1. Equal opportunities policy

Purpose of the policy

1 **School's position:** The School supports the principle of equal opportunities and opposes discrimination on the basis of age, sex, marriage and civil partnership, gender reassignment, race, disability, sexual orientation, religion or belief, pregnancy and maternity and part-time or fixed-term employment (defined as **Protected Characteristics**). Being a committed equal opportunities employer, the School will take every possible step to ensure that employees are treated equally and fairly. All policies and practices will conform with the principle of equal opportunities in terms of recruitment, selection, training, promotion, career development, discipline, redundancy and dismissal. See BV equal opportunities policy here: <https://docs.google.com/document/d/110BTzBp2BuJj3grwDWxN3bPIQrR7gPKQHxRawfapJTM/edit>

To whom does this policy apply?

2 **Application:** This policy applies to the School's employees, whether permanent, temporary, casual, part-time or on fixed-term contracts, to ex-employees, to job applicants and to individuals such as agency staff and consultants and volunteers who are not our employees, but who work at the School (collectively workers).

3 **Workers' duties:** All workers have a duty to act in accordance with this policy, to treat colleagues with dignity at all times, and not to discriminate against, harass or victimise other members of staff, whether junior or senior to them. In some situations, the School may be at risk of being held responsible for the acts of individual members of staff and will not tolerate any discriminatory practices or behaviour.

Personnel responsible

4 **Overall responsibility:** The Education Committee has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework prohibiting discrimination. The Education Committee has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to the Head.

5 **Management:** Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policy and promote the aims and objectives of the School with regard to equal opportunities. To facilitate this process, managers shall be given training on equal opportunities awareness and equal opportunities recruitment and selection best practice.

6 **Questions about this policy:** All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with the policy and act in accordance with its aims and objectives. If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact the Head.

Forms of discrimination

7 **Types:** Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

8 **Direct discrimination:** Direct discrimination occurs where:

8.1 Someone is treated less favourably because of one or more Protected Characteristics. For example, rejecting an applicant because they would not "fit in" because of their race or sexual orientation would be direct discrimination.

8.2 Someone is less favourably treated because of their association with someone who has a Protected Characteristic. For example, an employee may be treated less favourably because they have a disabled child.

8.3 Someone is treated less favourably because they are perceived to have a Protected Characteristic. For example, an employee may be treated less favourably because they are believed to be (but may not actually be) homosexual.

9 **Indirect discrimination:** Indirect discrimination occurs where an individual is subject to a provision, criterion or practice, applied to a group of people, which puts them at a particular disadvantage because of a Protected Characteristic, and it cannot be objectively justified. An example might be a minimum height requirement for a job. This is likely to eliminate proportionately more women than men. If this criterion cannot be objectively justified, because it is not a proportionate means of achieving a legitimate aim, then it will be indirectly discriminatory on the ground of sex.

10 **Victimisation and harassment:** Discrimination also includes victimisation (suffering a detriment because of action the employee has taken or may take to assert legal rights against discrimination or to assist a colleague in that regard (called a **Protected Act**) and harassment (see the School's Harassment and bullying policy for a more detailed explanation of "harassment").

Recruitment and selection

11 **School's position:** The School aims to ensure that no job applicant receives less favourable treatment because of a Protected Characteristic. Recruitment procedures will be reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities and that sufficiently diverse sectors of the community are reached. Job selection criteria are reviewed from time to time to ensure that they are justifiable on nondiscriminatory grounds as being essential for the effective performance of the job.

12 **Monitoring:** To ensure that this policy is operating effectively with respect to recruitment and selection, and to identify those sections of the local community which may be under represented in employment, the School monitors applicants' racial origins, gender, disability, sexual orientation and religion and age as part of the recruitment procedure. We also maintain records of this data in an anonymised format solely for the purposes stated in this policy. Ongoing monitoring and regular analysis of the data provide the basis for taking appropriate positive steps to eliminate unlawful direct and indirect discrimination and implement this policy.

Staff training and promotion and conditions of service

13 **The School's position:** Staff training needs shall be identified through regular staff appraisals. All workers will be given an equal opportunity and access to training to enable them to progress within the organisation. All promotion decisions shall be made on the basis of merit.

14 **Terms and conditions:** Our conditions of service, benefits and facilities will be reviewed from time to time to ensure that they are available to all workers who should have access to them and that there are no unlawful obstacles to accessing them.

Disability discrimination

15 **Informing the School:** If you are disabled, or become disabled in the course of your employment, you are encouraged to tell us about your condition. This is to enable us to support you as much as possible and to ensure that you are not treated less favourably because of something related to your disability.

16 **Reasonable adjustments:** You may also wish to advise the Head of any reasonable adjustments to your working conditions or the duties of your job which you consider to be necessary, or which would assist you in the performance of your duties. This may involve the provision of an additional piece of equipment or assistance in helping you to perform your work. The Head may wish to consult with you and with your medical adviser(s) about possible reasonable adjustments. Careful consideration will be given to any such proposals and they will be accommodated where possible and proportionate to the needs of your job. Nevertheless, there may be circumstances where it will not be reasonable for us to accommodate the suggested adjustments and we will ensure that we provide you with information as to the basis of our decision not to make any adjustments.

17 **Physical features:** The School will monitor the physical features of its premises to consider whether it can make any changes to help remove disadvantages which these may create for disabled users. Where possible and proportionate, the School will take steps to improve access for disabled users of the premises.

Fixed-term employees

18 **Monitoring:** We will monitor our use of fixed-term employees and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities. We will, where relevant, monitor their progress within the School to ensure that they are accessing permanent vacancies.

Part-time workers

19 **Monitoring:** The School will monitor the conditions of service of part-time employees and their progression to ensure that they are being offered appropriate access to benefits and training and promotion opportunities. We will also ensure requests to alter working hours are dealt with appropriately under the School's Flexible Working Policy.

Breaches of the policy

20 **Complaints:** If you believe that you may have been disadvantaged because of a Protected Characteristic, you are encouraged to raise the matter through the School's grievance procedure. If you believe that you may have been harassed because of a Protected Characteristic, you are encouraged to raise the matter through the School's Harassment and bullying policy. Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure.

21 **False allegations:** These procedures apply during and after termination of your employment. Workers who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations of a breach in this policy which are found to have been made in bad faith will, however, be dealt with under the disciplinary and dismissal procedure.

22 **Disciplinary action:** If, after investigation, you are proven to have engaged in any unwanted conduct because of a Protected Characteristic, or otherwise acted in breach of this policy, you will be subject to disciplinary action. In serious cases, such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. The School will always take a strict approach to serious breaches of this policy.

Revision of policy

23 **Review:** This policy is reviewed annually by the Head. Recommendations for any amendments are reported to the Education Committee.

24 **Management:** The School is committed to providing relevant training for all staff on their responsibilities and duties under this policy.

2. Harassment and Bullying policy

Introduction

1 Purpose: The purpose of this policy is to ensure that all staff at the School are treated with dignity and respect and are free from harassment, , victimisation, bullying at work and other forms of intimidation. The School is also committed to providing a safe and supportive environment within which staff feel able to raise any concerns they might have about the way they are treated.

2 Zero tolerance: The effects of harassment, victimisation and bullying on individuals can be damaging, long-lasting and profound. Sexual harassment, harassment and victimisation are unlawful and will not be tolerated by the School. Any employee or worker found to have engaged in such action may face disciplinary action up to and including dismissal.

3 School's responsibility: The School has a responsibility to ensure that you are not harassed, victimised, bullied or discriminated against in the course of your work. In some situations the School may be responsible for the actions of our employees, workers and third parties towards each other. In certain circumstances harassment can amount to unlawful discrimination. This policy serves to demonstrate our commitment to identifying and wherever possible eliminating such behaviour.

4 Regular review: this policy will be regularly reviewed in order to ensure its continued efficacy and compliance with law and best practice.

Application

5 Application: This policy applies to the School's employees, whether permanent, temporary, casual, part-time or on fixed-term contracts, and to individuals such as agency staff, consultants, volunteers, Governors and/or Trustees who are not our employees, but who work at the School.

6 Relevant conduct: Harassment, victimisation or bullying may lead to disciplinary action and may be treated as gross misconduct leading to summary dismissal if it is committed:

- 6.1 in a work situation on or off site, such as school trips, events or social functions organised for or on behalf of the School, and whether on or off School premises;
- 6.2 during any situation related to work such as at social events with colleagues;
- 6.3 against a colleague or any member of the school community outside of a work situation, including on social media; or
- 6.4 outside of a work situation and does not involve anyone connected to the School but where your conduct is such that it is relevant to your continued suitability to carry out your role.

7 Harassment by third parties: The School will not condone harassment of you by third parties (for example pupils, parents or contractors) when undertaking your work. You should immediately report any instances of harassment by third parties to the Head who will consider the matter and take appropriate action which may include taking action under policies including our pupil behaviour and discipline policy, our anti-bullying policy, our pupil acceptable use policy, our pupil equal opportunities policy,] and/or by reviewing other contractual arrangements.

Personnel Responsible

8 Overall responsibility: the Governors have overall responsibility for this policy but have delegated day-to-day responsibility for overseeing and implementing action required under it to the Head.

9 Line managers: Those with line management duties have a specific responsibility to operate within the boundaries of this policy and to facilitate its operation by ensuring that staff understand the standards of behaviour expected of them and by identifying and acting upon behaviour that falls below these standards.

10 Staff responsibility: All individuals who perform work at or for the School (whether paid or unpaid) or hold an office with the School have a duty to act in accordance with this policy, to treat colleagues with dignity at all times, and not to discriminate against, harass or victimise other members of staff, whether junior or senior to them. All staff have responsibility for the success of this policy and should ensure that they take the time to read and understand it. Staff should disclose any instances of harassment or bullying of which they become aware to the Head. Questions about this policy should be directed to the Bursar.

11 Pupil anti bullying policy: All staff should familiarise themselves with the School's pupil anti bullying policy in order to actively promote and safeguard the welfare of pupils at the School, maintain and drive a positive and supportive culture among all pupils and staff and to prevent bullying, detect it when it occurs, and respond to it appropriately on a case by case basis.

What are the different types of harassment?

12 What is harassment? There are three types of harassment specifically protected in law.

These are:

12.1 harassment related to relevant protected characteristics: a person engages in unwanted physical, verbal or non-verbal conduct which has the purpose or effect of, violating an employee's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee. Such conduct is commonly related to sex, sexual orientation, gender reassignment, race, religion or belief, disability or age (**Relevant Protected Characteristic**), to the employee's perceived Relevant Protected Characteristic or to the Relevant Protected Characteristic of someone associated with the employee.

12.1.1 Unwanted or unwelcome conduct covers a wide range of behaviour. It can include:

- a) spoken words and banter;
- b) written words;
- c) posts or contact on social media;
- d) imagery and graffiti;
- e) physical gestures, facial expressions or mimicry;
- f) jokes or pranks;
- g) acts affecting a person's surroundings;
- h) aggression; and
- i) physical behaviour towards a person or their property.

12.2 sexual harassment: a person engages in unwanted sexual conduct which has the purpose or effect of violating an employee's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee.

12.2.1. Sexual conduct includes a wide range of behaviour, such as:

- a) sexual comments or jokes;
- b) displaying sexually graphic pictures, posters or photos;
- c) suggestive looks, staring, leering or sexual gestures;
- d) propositions and sexual advances;
- e) making promises in return for sexual favours;
- f) intrusive questions about a person's private or sex life or a person discussing their own sex life;
- g) sexual posts or contact on social media;
- h) spreading sexual rumours about a person;
- i) sending sexually explicit emails or text messages; and
- j) unwelcome touching, hugging, massaging or kissing.

12.3 **less favourable treatment for rejecting or submitting to sexual harassment:** a person engages in unwanted conduct of a sexual nature or that relates to gender reassignment or sex which has the purpose or effect of violating an employee's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the employee and because of the employee's rejection of or submission to that person's conduct, the person treats the employee less favourably than they would have treated the employee if the employee had not rejected or submitted to the conduct.

12.4 It may be the same person who is responsible for the initial unwanted conduct and the subsequent less favourable treatment, or it may be two (or more) different people.

13 Instances: Harassment generally arises where an employee has made it clear that they find certain behaviour towards them unwelcome and that behaviour has continued unchanged. In some cases it will be obvious that conduct is unwelcome because it would plainly violate a person's dignity but not always. It is not necessary for the recipient to say that they object to the conduct for it to be unwanted or unwelcome. Harassment can also arise as a result of a single incident provided it is sufficiently serious. It is important to remember that even though the conduct may only be unwanted or offensive to one individual it can still amount to harassment. There may also be circumstances in which a course of conduct is not unwanted in the earlier stages, but at some point it becomes unwanted.

Employees who believe they are being subjected to harassment should not hesitate to use the procedures set out below. All staff should consider whether their actions could be offensive to others.

14 Examples of harassment: Examples of harassment in the workplace might include:

- 14.1 unwanted physical contact, ranging from touching or brushing against another employee's body; to assault or coercing sexual relations;
- 14.2 unwelcome sexual advances, propositions or pressure for sexual activity;
- 14.3 continued suggestions for social activity within or outside the workplace after it has been made clear that such suggestions are unwelcome;
- 14.4 offensive or intimidating comments by colleagues or third parties;
- 14.5 suggestions that sexual favours may further an employee's career or that refusal of sexual favours may hinder it;
- 14.6 the display of pictures, objects or written materials that may be considered pornographic or offensive to particular ethnic or religious groups;
- 14.7 conduct by colleagues or third parties that denigrates or ridicules an employee because of his or her sex, race, sexual orientation, disability, religion or age including abuse or insults about appearance or dress;
- 14.8 racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- 14.9 outing or threatening to disclose someone's sexual orientation;
- 14.10 mocking, mimicking or belittling a person's disability;
- 14.11 insensitive jokes or pranks; and
- 14.12 shunning an employee, for example, by deliberately excluding him or her from conversation.

The list is not exhaustive and other behaviour may constitute harassment. Harassment is unacceptable even if it does not fall within any of these categories.

What is victimisation?

15 Definition of victimisation: Victimisation means treating an employee or worker badly (subjecting them to a detriment) because they have committed a protected act, or because it is believed they have committed or are going to commit a protected act.

16 Protected act: Protected acts include:

16.1 making a claim or complaint under the Equality Act 2010 (**the Act**) (for example, a discrimination or harassment claim). It is irrelevant whether the Act was breached or not, as long as the person committing the protected act genuinely believes the information or evidence they are giving is true;

16.2 helping someone else to make a claim by giving evidence or information;

16.3 making an allegation that someone has breached the Act; or

16.4 doing anything else in connection with the Act.

17 Lapse of time: There is no limit on how much time may elapse between the protected act and the detriment, provided the individual is subjected to the detriment because of the protected act and not because of some other reason.

18 Detriment: There is no general definition of detriment, but the term includes any form of bad treatment, including but not limited to being rejected for promotion, being denied an opportunity to represent the School at external events, being excluded from opportunities to undertake training, [• or not being awarded a discretionary bonus or performance-related award]. A detriment might also include a threat made to the individual that they take seriously and which is reasonable for them to take seriously. There is no need to demonstrate physical or financial consequences of threat for it to constitute a detriment.

What is bullying?

19 Definition of bullying: Bullying means offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power that can undermine, humiliate, denigrate or injure a colleague. Bullying does not include legitimate and constructive criticism of your performance or behaviour, an occasionally raised voice, or an argument. Examples of bullying include ridiculing or demeaning others, particularly junior colleagues, overbearing supervision and unjustifiably excluding colleagues from meetings / communications.

What to do if you have been harassed, victimised or bullied: informal procedure

20 Optional preliminary stage: If you consider you are being harassed, victimised or bullied, you can raise the issue directly with the person responsible if that is your preference and if it is appropriate to do so. If you do wish to speak directly to the person responsible in this way, you should explain clearly that the behaviour in question is not welcome and that it offends you or makes you uncomfortable and that you would like it to stop. You are under no pressure or obligation to speak directly to the person responsible and if you wish to access support from a third party to resolve the issue you should instead follow the process set out below.

21 Stage one: You should seek support from your line manager or Head of Department. Your line manager or Head of Department will provide confidential advice and assistance to staff who have concerns that they have been harassed, victimised or bullied and will assist in the resolution of any problems, whether through formal or informal means. If the person concerned is your line manager or Head of Department, you should seek support from the person at the next level of management.

22 Stage two: If the conduct continues or if it is not appropriate to resolve it informally, you should keep a record of any relevant incidents and follow the formal procedure set out below.

23 Guidance: If you are in any doubt as to whether an incident or series of incidents which have occurred constitute harassment, victimisation or bullying, then in the first instance you should approach your line manager or Head of Department, on an informal basis. They will be able to advise you as to how the matter should be dealt with.

What to do if you have been bullied or harassed: formal procedure

24 Formal procedure: The informal procedure may not be appropriate due to the nature of the harassment, victimisation or bullying, or because it has otherwise not been resolved. In these cases, or where the informal procedure has been unsuccessful, you should raise your complaint in writing with the Head, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. (If the matter concerns the Head, you should refer it to the Chair of Governors.)

25 Pursuing a complaint: As a general principle, the decision to progress a complaint rests with you. However, as an employer the School has a duty to protect its employees and workers and may pursue a complaint independently if we consider it is appropriate to do so in all the circumstances.

26 Necessary details: If you wish to make a formal complaint, you should set out full details of the unwanted conduct in writing. These details should include the name of the harasser or bully, the nature of the harassment, victimisation or bullying, the date(s) and time(s) when the harassment, victimisation or bullying occurred, the names of any witnesses and any action taken so far (by you or another) to attempt to stop the harassment, victimisation or bullying.

Formal procedure: investigation

27 Conduct of investigation: Complaints will be managed in a timely and confidential manner via an investigation to establish the details of what happened. Your name and the name of the alleged harasser will not be divulged other than on a "need to know" basis, which may include senior members of staff, Governors or Trustees as needed to manage the complaint, as well as those individuals involved in the investigation, insurers or professional advisors. At the outset, either the Head will appoint an investigator. They may be internal or external but will have no prior involvement in the complaint. The investigation will be thorough, impartial and objective, and will be carried out with sensitivity and with due respect for the rights of all parties concerned.

28 Arrangements during the investigation: Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily, suspended on full pay or whether reporting lines should be altered pending the outcome of the investigation. This will be a neutral act.

29 Meeting: As part of the investigation, the person investigating the complaint will meet with you to hear your account of the events leading to your complaint. You may be accompanied by a colleague or a trade union official of your choice. The person investigating will also meet with the alleged harasser or bully who may also be accompanied by a colleague or trade union official of his / her choice. It may also be necessary to interview witnesses to any of the incidents mentioned in your complaint. Where it is necessary to interview witnesses, the importance of confidentiality will be emphasised to them.

30 Conclusion: At the conclusion of the investigation, the person investigating will prepare a report. You and the alleged harasser or bully will be provided with a copy of the report together with any findings. You will be informed of your rights of appeal.

31 Disciplinary sanctions: If it is found that harassment or bullying has occurred, prompt action will be taken to stop the harassment or bullying immediately and prevent its recurrence. The findings will usually be dealt with under the School's disciplinary procedure. Consideration will be given to whether the harasser or bully should be sanctioned up to and including being transferred to another post or being dismissed. Aggravating factors, such as abuse of power over a more junior colleague, will be taken into account in deciding what disciplinary action to take. Even where a complaint is not upheld, (for example, where evidence is inconclusive), consideration will be given to how the ongoing working relationship between you and the alleged harasser or bully should be managed. This may involve, for example, arranging some form of mediation or counselling or a change in the duties or reporting lines of either party.

Formal procedure: appeal

32 Appeal procedure: If you are not satisfied with the outcome of the investigation, you have the right to appeal the decision within five working days of being notified of the outcome. If you need more time to appeal, you should notify the Head within the five day period. You should submit your full written grounds of appeal to the Head. Arrangements will then be made for your appeal to be heard by a panel of one or more School Governors at an appeal meeting. You may be accompanied by a colleague or a trade union official of your choice. You will be notified of the outcome of the appeal as soon as reasonably practicable and usually within seven days of this meeting. This is the final stage of the formal procedure.

General

33 Protection from victimisation: Employees who, in good faith, make complaints under this policy will be protected from intimidation or victimisation in connection with their involvement. If you have been subjected to any such intimidation or victimisation you may raise a complaint in writing under this procedure or the grievance procedure. Employees who, after investigation, are found to have given information falsely and in bad faith will however be subject to action under the disciplinary procedure.

34 Confidentiality: Confidentiality is very important throughout all parts of this procedure. It is the responsibility of everyone involved in the procedure to respect the high level of confidentiality that is required. Breach of confidentiality may give rise to disciplinary action under our disciplinary procedure.

Procedure following termination of employment

35 Procedure: If a complaint is raised by you following termination of your employment, if appropriate the School may follow all or part of this procedure at its discretion.

Breach

36 Breach: Breach of this policy will be dealt with under the School's disciplinary procedure.

3. Code of conduct for Staff

Purpose and application

1. **Purpose:** Relationships with fellow Staff, pupils and their parents, guardians or carers should be reasonable and mutually respectful at all times. The purpose of this Code is to:
 - 1.1 place the welfare of children at the centre of the School and its culture
 - 1.2 confirm and reinforce the professional responsibilities of all Staff
 - 1.3 clarify the legal position in relation to sensitive aspects of Staff / pupil relationships and communication including the use of social media
 - 1.4 set out the expectations of standards and behaviour to be maintained within the School; a
 - 1.5 help adults establish safe practices and reduce the risk of false accusations or improper conduct.
1. **Application:** This Code of Conduct (including its Appendices) (**Code**) applies to all Staff working at the School, whether paid or unpaid, whatever their position, role or responsibilities and Staff includes employees, governors, trustees, contractors, work experience / placement students and volunteers (**Staff**). All Staff will receive training in relation to this Code.
2. **Relationship with other policies and guidance:** This Code should be read in conjunction with the School's policies including the child protection and safeguarding policy and procedures, the whistleblowing policy, and the guidance set out at Appendix 1 (**Guidance**).

Key duties

3. **General duty:** It is the contractual duty of every member of Staff to observe the rules and obligations in this Code. You should also follow the Guidance. The School also has a duty of care to its Staff, parents, guardians or carers and pupils and the implementation of the practices in this Code will help to discharge that duty.
4. **Duty to report wrongdoing:** All Staff are under a duty to report their own wrongdoing, or any wrongdoing or proposed wrongdoing of any other member of Staff or any conduct which they may suspect to be inappropriate. This duty applies even if the concern is no more than one which causes a sense of unease or a nagging doubt. Staff are under a duty to report suspected, known or proposed wrongdoing in conjunction with the School's policies [• including the raising allegations and concerns policy contained [• at Appendix [INSERT] of the School's safeguarding and child protection policy, and the whistleblowing policy contained within this Employment Manual]. This includes suspected, known or proposed wrongdoing brought to the attention of a member of Staff by a pupil, parent or other adult.
5. **Duty to report potential abuse:** Some of the behaviours contained in this Code (and in particular at Appendix 2) may indicate that a child has been, or is currently being, abused, exploited or neglected. Any incident involving children that could give cause for concern, must always be reported promptly in accordance with the School's child protection and safeguarding policy and procedures.
6. **Record keeping:** Comprehensive records are essential. All concerns, discussions and decisions made and the reasons for those decisions should be recorded in writing. Records should include a clear and comprehensive summary of the concern, details of how the concern was followed up and resolved, a note of any action taken, decisions reached and the

outcome. Information should be kept confidential and stored securely. Any incident involving children that could give cause for concern, must always be reported promptly to the Designated Safeguarding Lead in accordance with the School's child protection and safeguarding policy and procedures. If there is any doubt about recording requirements this should be discussed with the Designated Safeguarding Lead.

Guiding principles for Staff

7. **Principles:** The School prioritises the welfare of children, its diverse and inclusive culture, and the maintenance of positive and professional relationships between Staff and fellow Staff, pupils and their parents, guardians and/or carers. All Staff should follow the guiding principles set out in this paragraph (**Principles**) and refer to the Appendices for further detail of the application of the Principles.

8. **Public trust and confidence**

All Staff should maintain public trust and confidence in the School and in their profession by:

- 8.1.1. demonstrating honesty and integrity;
- 8.1.2. understanding and upholding their duty to safeguard the welfare of children and young people;
- 8.1.3. understanding and demonstrating fundamental British values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs;
- 8.1.4. maintaining reasonable standards of behaviour whether inside or outside of normal school hours and whether on or off the School's site; and
- 8.1.5. maintaining an effective learning environment.

9. **Appropriate pupil relationships**

All Staff should put the well-being, development and progress of all pupils first by:

- 9.1.1. taking all reasonable steps to ensure the safety and well-being of pupils under their supervision, taking particular account of the detailed guidance at Appendix 2;
- 9.1.2. using professional expertise and judgement to protect the best interests of pupils in their care;
- 9.1.3. following the guidance at Appendix 3 to ensure they maintain appropriate, professional and effective pupil-staff relationships at all times;
- 9.1.4. following the guidance at Appendix 4 to ensure all communication with pupils (including where technology is used) remains appropriate and professional at all times;
- 9.1.5. ensuring all interactions with pupils about political matters are conducted in a balanced and impartial way without promoting partisan political views, taking into account the guidance at Appendix 4;
- 9.1.6. following the guidance at Appendix 5 in any situation where you are taking photo or video camera footage of a pupil or pupils;

- 9.1.7. demonstrating self-awareness and taking responsibility for their own actions and for providing help and support to pupils;
- 9.1.8. following the guidance at Appendix 6 in respect of the use of force or physical restraint on pupils, and Appendix 7 in respect of physical contact with pupils in other circumstances;
- 9.1.9. raising concerns about the practices of teachers or other professionals where these may have a negative impact on pupils' learning or progress, or may put pupils at risk;
- 9.1.10. being familiar with the School's child protection and safeguarding policy and procedures and the pupil behaviour [and discipline] policy;
- 9.1.11. reading and understanding Part 1, and where appropriate Annex A, of KCSIE (September 2022);
- 9.1.12. knowing the role, identity and contact details of the current Designated Safeguarding Lead and their Deputies;
- 9.1.13. knowing the role, identity and contact details of the Nominated Safeguarding Governor; and
- 9.1.14. being aware that they are in a position of trust (i.e. the adult is in a position of power or influence over the pupil due to his or her work); that the relationship is not a relationship between equals and that this position must never be used to intimidate, bully, humiliate, coerce or threaten pupils.

10. **Equality, Diversity and Inclusion**

All Staff should demonstrate respect for diversity and take steps to promote equality by:

- 10.1.1. acting appropriately and in accordance with this Code and other relevant policies including the School's anti-bullying policy, equality, diversity and inclusion policy and harassment and bullying policy;
- 10.1.2. addressing issues of discrimination and bullying whenever they arise; and
- 10.1.3. helping to create a fair and inclusive school environment.

11. **United Staff body**

All Staff should work as part of a united Staff body by:

- 11.1.1. developing productive and supportive relationships with colleagues;
- 11.1.2. exercising any management responsibilities in a respectful, inclusive and fair manner;
- 11.1.3. complying with all School policies and procedures;
- 11.1.4. participating in the School's development and improvement activities;
- 11.1.5. recognising the role of the School in the life of the local community; and
- 11.1.6. upholding the School's reputation and standing within the local community and building trust and confidence in it.

12. **Language and appearance**

12.1. **Language (your language markets the school):**

You should use appropriate language at all times. You should:

- 12.1.1. avoid words or expressions that have any unnecessary sexual content or innuendo; avoid displays of affection either personally or in writing (e.g. messages in birthday cards, text messages, emails etc);
- 12.1.2. avoid any form of aggressive or threatening words;
- 12.1.3. avoid any words or actions that are over-familiar;
- 12.1.4. not swear, blaspheme or use any sort of offensive language in front of pupils;
- 12.1.5. avoid the use of sarcasm, discriminatory or derogatory words when punishing or disciplining pupils and avoid making unprofessional personal comments about anyone. Any sanctions should be in accordance with the School's behaviour and discipline policies; and
- 12.1.6. be aware that some parts of the curriculum may raise sexually explicit subject matters. Care should be taken in subjects where rules / boundaries are relaxed (e.g. drama or art). Staff should have clear lesson plans and should take care to avoid overstepping personal and professional boundaries.

12.2. **Appearance and Dress (your appearance markets the school):**

- 12.2.1. Staff should dress smartly at all times. All staff must dress in a manner that suits their professional role. Smart dress would include jacket and tie and smart trousers for men (no jeans). It is recognised that staff Involved in Games will change during the day into PE kit and that those involved in art may not be in jackets or more formal attire. You should dress appropriately and in a professional manner.
- 12.2.2. Dress must not be offensive, distracting, revealing, sexually provocative, embarrassing or discriminatory. Political or other contentious slogans or badges are not allowed.
- 12.2.3. Piercing should be small and discreet
- 12.2.4. Tattoos should be covered up

13. **Gifts and rewards**

- 13.1. **Anti-bribery and corruption policy:** Before accepting or giving any gifts or rewards, Staff must familiarise themselves with and follow the anti-bribery and corruption policy contained in this Employment Manual.

14. **General conduct**

- 14.1. **School property:** You must take proper care when using School property and you must not use School property for any unauthorised use or for private gain.
- 14.2. **Use of premises:** You must not carry out any work or activity on School premises other than pursuant to your terms and conditions of employment without the prior permission of the Head.
- 14.3. **Behaviour of others:** You should be aware that the behaviour of your partner or other family members or any member of your household may raise concerns which

could affect the welfare of a member of the School community, a member of the public, or bring the School into disrepute and you should bring any such behaviour to the immediate attention of the School. Such concerns will be given careful consideration as to whether they constitute a potential risk to children at the School or its reputation.

15. Additional principles for teachers

- 15.1. Teachers should take responsibility for maintaining the quality of their teaching practice by:
 - 15.1.1. meeting the professional standards for teaching applicable to their role and position within the School;
 - 15.1.2. reflecting on their current practice and seeking out opportunities to develop knowledge, understanding and skills;
 - 15.1.3. helping pupils to become confident and successful learners; and
 - 15.1.4. establishing productive relationships with parents, guardians or carers by:
 - 15.1.4.1. providing accessible and accurate information about their child's progress;
 - 15.1.4.2. involving them in important decisions about their child's education; and
 - 15.1.4.3. complying with this Code.

Breach of this Code

- 16. **Consequences of breach:** The School will take appropriate action in accordance with its policies and procedures in the event of a breach of this Code.
- 17. **Reporting obligations:** In the event that a breach of this Code places the School under any reporting obligations, the guidance contained at Appendix 9 will apply.

Appendix 1 Relevant policies and guidance

This Code has regard to the School's child protection and safeguarding policy and procedures and the following guidance (collectively referred to in this Code as the **Guidance**):

- 1 *Keeping children safe in education* (September 2022) (**KCSIE**) (which refers to the non-statutory advice for practitioners: *What to do if you're worried a child is being abused* (March 2015));
- 2 *Disqualification under the Childcare Act 2006* (August 2018);
- 3 *Working together to safeguard children* (July 2018, updated July 2022) (**WT**):
 - 3.1 WT refers to the non-statutory advice: *Information sharing* (July 2018).
- 4 *Revised Prevent Duty Guidance: for England and Wales* (April 2021) (**Prevent**). Prevent is supplemented by:
 - 4.1 *The Prevent duty: Departmental advice for schools and childminders* (June 2015);
 - 4.2 *Channel Duty Guidance: Protecting vulnerable people from being drawn into terrorism* (February 2021);
 - 4.3 *The use of social media for online radicalisation* (July 2015).
- 5 Guidance on female genital mutilation, to include:
 - 5.1 *Multi-agency statutory guidance on female genital mutilation* (July 2020);
 - 5.2 Home Office statutory guidance *Mandatory Reporting of Female Genital Mutilation: procedural information* (October 2015);
 - 5.3 Guidance published by the Department for Health which provides useful information and support for health professionals which will be taken into account by the School's medical staff.
- 6 Guidance on mental health, to include:
 - 6.1 *Preventing and Tackling Bullying* (July 2017);
 - 6.2 *Mental Health and Behaviour in Schools* (November 2018); and
 - 6.3 *Promoting children and young people's emotional health and wellbeing* (March 2015)
- 7 *Political impartiality in schools* (February 2022).

Appendix 2 Protecting children from abuse, exploitation or neglect

All Staff should know what to do if they suspect or are told a child is being abused, exploited or neglected. This Appendix provides more information on the kinds of abuse children may suffer both within and outside the home, and how Staff should respond.

The School encourages an open and transparent culture in which it may identify concerning, problematic or inappropriate behaviour early, minimise the risk of abuse and ensure that all Staff working in or on behalf of the School are clear about professional boundaries and act within these boundaries. All Staff should be aware of their responsibility in relation to even low level concerns which should be reported in accordance with the School's raising allegations and concerns policy contained at Appendix 1 of the School's safeguarding and child protection policy and procedures and the guidance in Part 1 of KCSIE, September 2022.

If you are involved in a situation where no specific guidance exists, you should discuss the circumstances with the Designated Safeguarding Lead but always act within the spirit of these guidelines. A written record should be kept that includes justification for any action taken.

General guidance

- 1 You should be aware of the general guidance that will apply in all cases. In particular you:
 - 1.1 must be familiar with procedures for reporting concerns in accordance with the School's whistleblowing policy and be aware that if Staff raise concerns about working practices at the School to the Designated Safeguarding Lead or an appropriate senior member of Staff that they will be protected from detriment under the whistleblowing policy;
 - 1.2 must be familiar with the local reporting guidelines and the Local Safeguarding Partners reporting threshold document in respect of any concerns relating to children;
 - 1.3 must be familiar with procedures for handling allegations against Staff as set out in the School's child protection and safeguarding policy and procedures;
 - 1.4 must seek guidance from the Designated Safeguarding Lead if you are in any doubt about appropriate conduct; and
 - 1.5 must report any actions which could be misinterpreted, any misunderstandings, accidents or threats involving you and a pupil or a group of pupils to the Designated Safeguarding Lead.
- 2 You should take particular care when dealing with a pupil who:
 - 2.1 appears to be emotionally distressed, or generally vulnerable and / or who is seeking expressions of affection;
 - 2.2 appears to hold a grudge against you;
 - 2.3 acts in a sexually provocative way, or who is inclined to make exaggerated claims about themselves and others, or to fantasise, or one whose manner with adults is over familiar; and
 - 2.4 may have reason to make up an allegation to cover the fact that he or she has not worked hard enough for public examinations.
- 3 **Procedure to be followed in these cases:** Some of these behaviours may be indications that a child has been, or is currently being, abused and should therefore be reported to the Designated Safeguarding Lead under the School's child protection and safeguarding policy and procedures.

Disclosures of abuse, exploitation or neglect

- 4 All Staff should know what to do if a child tells them that they are being abused, exploited or neglected. All Staff should be able to reassure victims that they are being taken seriously and that they will be supported and kept safe. A victim should never be given the impression that they are creating a problem by reporting abuse, sexual violence or sexual harassment. Nor should a victim ever be made to feel ashamed for making a report.
- 5 Staff should know how to manage the requirement to maintain an appropriate level of confidentiality. This means only involving those who need to be involved, such as the Designated Safeguarding Lead (or deputy) and children's social care. Staff should never promise a child that they will not tell anyone about a report of any form of abuse, as this may ultimately not be in the best interests of the child.
- 6 Staff should follow the appropriate School procedure, including the safeguarding and child protection policy, and/or the whistleblowing policy, in order to report a concern or an allegation that has been made.

Suspicions of abuse, exploitation or neglect

- 7 Staff may from time to time suspect a child is suffering abuse exploitation or neglect within or outside the home. Staff should follow the appropriate School procedure, including the safeguarding and child protection policy (and particularly the raising allegations and concerns policy within the safeguarding and child protection policy), and/or the whistleblowing policy, in order to report any such concerns.

Child-on-child abuse

- 8 Staff must be aware of the risks of child-on-child abuse and be familiar with procedures for handling allegations against other children and bullying as set out in the School's child protection and safeguarding policy and procedures. Examples of child-on-child abuse are bullying (including cyberbullying), physical abuse, sexual violence and sexual harassment, upskirting, the consensual and non-consensual sharing of nudes and semi nudes images and videos (also known as sexting or youth produced sexual imagery) and initiation and hazing (which could include activities involving harassment, abuse or humiliation used as a way of initiating a person into a group and may include an online element especially around chat groups, and the sharing of abusive images and pornography).

Mental health concerns

- 9 Only appropriately trained professionals should attempt to make a diagnosis of a mental health problem. Staff however, are well placed to observe children day-to-day and identify those whose behaviour suggests that they may be experiencing a mental health problem or be at risk of developing one.
- 10 It is key that Staff are aware of how experiences such as abuse, neglect or other potentially traumatic adverse childhood experiences can impact on a child's mental health, behaviour and education. All Staff should be aware that mental health problems can, in some cases, be an indicator that a child has suffered or is at risk of suffering abuse, neglect or exploitation.
- 11 If Staff have a mental health concern about a child that is also a safeguarding concern, immediate action should be taken, following the School's child protection and safeguarding policy and procedures.

Extra-familial harm

- 12 All Staff should be aware that safeguarding incidents and/or behaviours can be associated with factors outside the School and/or can occur between children outside of the School environment. All Staff, but especially the designated safeguarding lead (and deputies) should consider whether children are at risk of abuse or exploitation in situations outside their families. Extra-familial harms take a variety of different forms and children can be vulnerable to multiple harms including (but not limited to) sexual exploitation, criminal exploitation, and serious youth violence.
- 13 All Staff must be aware of indicators that children are at risk from, or are involved with serious violent crime. These may include being male, increased absence from school or having been frequently absent or permanently excluded from school, a change in friendships or

relationships with older individuals or groups, a significant decline in performance, having experienced child maltreatment, having been involved in offending such as theft or robbery, signs of self-harm or a significant change in wellbeing or signs of assault or unexplained injuries. Unexplained gifts or new possessions could also indicate that children have been approached by, or are involved with, individuals associated with criminal networks or gangs.

Terrorism and extremism

- 14 All Staff should understand that the School has a legal duty to have regard to the need to prevent people from being drawn into terrorism, and consequently should be aware of:
- 14.1 what extremism and radicalisation means and why people - including pupils and fellow Staff members - may be vulnerable to being drawn into terrorism as a consequence of it;
 - 14.2 what measures are available to prevent people from becoming drawn into terrorism and how to challenge the extremist ideology that can be associated with it; and
 - 14.3 how to obtain support for people who may be being exploited by radicalising influences.

Honour based abuse and female genital mutilation (FGM)

- 15 All Staff should raise any concerns relating to honour-based abuse (to include FGM and forced marriage) with the Designated Safeguarding Lead and involve children's social care as appropriate in accordance with the School's child protection and safeguarding policy and procedures. Teachers must also report to the police cases where they discover (either through disclosure by the victim or visual evidence) that an act of FGM appears to have been carried out on a girl under the age of 18. The report should be made orally by calling 101, the single non-emergency number. It will be rare for teachers to see visual evidence, and they should not be examining pupils but those failing to report such cases will face disciplinary sanctions.

Appendix 3 Guidance on Staff / pupil relationships

General guidance on Staff / pupil relationships

- 1 Application: Allegations of unprofessional conduct or improper contact or words can arise at any time. Professionalism and vigilance are required so as to ensure the safety of children in our care, and to reduce the risk of an allegation of impropriety against a member of Staff. This guidance applies to all Staff.
- 2 **Staff / pupil rapport:** the School supports and encourages the establishment and maintenance of positive working relationships between Staff and pupils in order to maintain a healthy school environment. Staff should build good rapport with pupils, whilst at the same time always maintaining professional boundaries by following the guidance in this Code.
- 3 **Good order and discipline:** Staff in charge or control of pupils must maintain good order and discipline at all times when pupils are present on School premises and whenever pupils are engaged in authorised school activities, whether on School premises or elsewhere.

Meetings with pupils

- 4 **One-to-one meetings on site:** If you are teaching one pupil, or conducting a one-to-one meeting or teaching session with a pupil, you should take particular care in the following ways:
 - 4.1 when working alone with a pupil is an integral part of your role, conduct and agree full risk assessments with the Head of School;
 - 4.2 use a room that has sufficient windows onto a corridor so the occupants can be seen, or keep the door open, or inform a colleague that the lesson / meeting is taking place;
 - 4.3 arrange the meeting during normal school hours when there are plenty of other people about;
 - 4.4 do not continue the meeting for any longer than is necessary to achieve its purpose;
 - 4.5 avoid sitting or standing in close proximity to the pupil, except as necessary to check work;
 - 4.6 avoid using "engaged" or equivalent signs on doors or windows;
 - 4.7 avoid idle discussion;
 - 4.8 avoid all unnecessary physical contact and apologise straight away if there is accidental physical contact;
 - 4.9 avoid any conduct that could be taken as a sexual advance;
 - 4.10 report any incident that causes you concern to the Designated Safeguarding Lead under the School's child protection and safeguarding policy and procedures, and make a written record (signed and dated); and
 - 4.11 report any situation where a pupil becomes distressed or angry to the Designated Safeguarding Lead.

Contact with pupils outside school

- 5 **Pre-arranged meetings:** Pre-arranged meetings with pupils outside school should not be permitted unless approval is obtained from their parents, guardians or carers and the Senior Deputy Head / Designated Safeguarding Lead. If you are holding such a meeting, you should inform colleagues before the meeting.
- 6 **Contact outside school:** You should avoid unnecessary contact with pupils outside School. You should:

- 6.1 not give pupils your home address, home telephone number, mobile telephone number or email address;
 - 6.2 not send personal communications (such as birthday cards or faith cards, text messages etc) to children unless agreed with the [• Deputy Head / Head];
 - 6.3 not make arrangements to meet pupils, individually or in groups, outside School other than on School trips authorised by the [• Deputy Head / Head];
 - 6.4 avoid contacting pupils at home unless this is strictly necessary, and you should keep a record of any such occasion;
 - 6.5 not give a pupil a lift in your own vehicle other than on School business and with permission from the [• Deputy Head / Head];
 - 6.6 avoid inviting pupils (groups or individuals) to your home unless there is a good reason and it has been approved by [• Deputy Head / Head]. This prohibition also applies if you have on site accommodation;
 - 6.7 report and record any situation which may place a child at risk or which may compromise the School's or your professional standing;
 - 6.8 ensure that pupils do not see anything in your home that may cause embarrassment or that might become the subject of inappropriate gossip or rumour; and
 - 6.9 never engage in secretive social contact with pupils or their parents, guardians or carers.
- 7 **Home visits:** In limited circumstances, home visits may be necessary. You should:
- 7.1 discuss the purpose of any visit with the Senior Deputy Head / Designated Safeguarding Lead] and adhere to any agreed work plan / contract;
 - 7.2 follow the risk management strategy and ensure appropriate risk assessments are in place. Where there is insufficient information to complete a risk assessment, ensure that you are accompanied by a colleague;
 - 7.3 not visit unannounced if this can be avoided;
 - 7.4 leave the door open where you will be alone with pupils;
 - 7.5 keep records detailing times of arrival and departure, and work undertaken;
 - 7.6 ensure that any behaviour or situation that gives rise to a concern is reported and actioned;
 - 7.7 discuss with the Designated Safeguarding Lead anything that gives cause for concern in accordance with the School's child protection and safeguarding policy and procedures; and
 - 7.8 have a mobile telephone and an emergency contact.
- 8 **The use of personal living space:** Pupils must not have access to staff residential accommodation other than in exceptional circumstances. Where this occurs another adult should be present in order to avoid one-to-one situations with boarders. It is accepted that children of Staff (whether in School accommodation or not) may at times invite their friends to their homes. In these instances, Staff are reminded to comply with this Code, must ensure that the [• Deputy Head / Designated Safeguarding Lead] is informed in advance and that any overnight visit is subject to a written risk assessment.
- 9 **Chores:** Pupils should not be asked to assist with chores or tasks in the personal living space. Personal living spaces should not be used as an additional resource for the School. This also applies to on site Staff accommodation.

10 **Social contact:** You should be aware that where you meet children or parents, guardians or carers socially, such contact could be misinterpreted as inappropriate, an abuse of a position of trust or as grooming. Any social contact that could give rise to concern should be reported to the Senior Deputy Head / Head.

11 **Friendships with parents, guardians or carers and pupils:** Members of Staff who are friends with parents, guardians or carers of pupils or who, for example, are voluntary workers in youth organisations attended by pupils, will of course have contact with those pupils outside school. However, members of Staff should still respect the above advice wherever possible and should keep the Senior Deputy Head / Head informed of such relationships.

Scope of application: The same guidelines should be applied to after School clubs, School trips, and especially trips that involve an overnight stay away from the School. There are separate, more detailed guidelines for School trips in the educational visits policy. The principles of this guidance also apply to contact with children or young people who are pupils at another school.

Transport, after School activities and educational visits

12 **Transporting pupils:** There may be some situations when Staff are required to transport pupils. You should:

12.1 ensure that you are fit to drive and free from any substances that may impair your judgement or ability to drive;

12.2 be aware that until the pupil is passed over to a parent / carer, you have responsibility for that pupil's health and safety;

12.3 record the details of the journey;

12.4 record, be able to justify impromptu or emergency lifts and notify the Senior Leadership Team / Head;

12.5 ensure that there are proper arrangements in place to ensure vehicle, passenger and driver safety, including appropriate insurance, seat belts, adherence to maximum capacity guidelines etc; and

12.6 wherever practicable, you should avoid using private vehicles and should try and have one adult additional to the driver to act as an escort.

13 **After School activities:** When taking part in after School activities, you should:

13.1 be accompanied by another adult unless otherwise agreed with a member of the Senior Leadership Team;

13.2 undertake a risk assessment; and

13.3 obtain parental consent.

14 **Educational visits:** When taking part in educational visits, you should:

14.1 follow the School's educational visits policy;

14.2 be accompanied by another adult unless otherwise agreed with the member of the Senior Leadership Team;

14.3 undertake a risk assessment; and

14.4 obtain parental consent.

Overnight supervision

15 **Overnight supervision:** Where overnight supervision is required:

15.1 you should ensure that a risk assessment has been undertaken and that all members of the household have had the appropriate checks;

- 15.2 arrangements should be made with and agreed by parents, guardians or carers and the pupil;
- 15.3 one to one supervision should be avoided where possible;
- 15.4 choice, flexibility and contact with "the outside world" should be incorporated, so far as it is consistent with appropriate supervision and the School's guidelines;
- 15.5 whenever possible, independent oversight of the arrangements should be made; and
- 15.6 any misinterpretation, misunderstanding or complaint should be reported.

Inappropriate relationships

16 **Sexual contact:** Staff must not:

- 16.1 have any type of sexual relationship with a pupil or pupils;
- 16.2 have sexually suggestive or provocative communications with a pupil;
- 16.3 make sexual remarks to or about a pupil; and
- 16.4 discuss their own sexual relationships in the presence of pupils.

17 **Abuse of a position of trust and inappropriate relationships with pupils of the School:** Sexual relationships or sexual contact with any pupils, or encouraging a relationship to develop in a way which might lead to a sexual relationship or any relationship just considered inappropriate with any pupil at the School is a grave breach of trust that will usually lead to disciplinary action and may also lead to criminal prosecution. It is the criminal offence of an abuse of a position of trust to have any sexual relationship with any School under the age of 18, and whilst not a criminal offence, it is a breach of this Code and considered to be gross misconduct to have a sexual relationship with any pupil of this School, even if over the age of 18.

18 **Inappropriate relationships with pupils at another school:** Forming relationships with children or young people who are pupils or students at another school will be a criminal offence if they are under 16 but may also be a criminal offence if under the age of 18 and will be regarded as gross misconduct. Such behaviour tends to bring the School into disrepute and gives rise to concern that the Staff involved cannot be trusted to maintain professional boundaries with pupils and students at the School. Whilst not necessarily a criminal offence, the School considers it inappropriate for Staff to form inappropriate relationships with a pupil of any school, irrespective of their age.

Appendix 4 Communication with pupils and former pupils (including the use of technology)

- 1 Communicating with children and parents, guardians or carers: All communication with children, former pupils or parents, guardians or carers should conform to School policy and be limited to professional matters. Except in an emergency communication should only be made using School property.
- 2 **Application:** These rules apply to any form of communication including new technologies (including 3G /4G/5G technologies) such as mobile telephones, web-cameras, social networking websites and blogs. You should also ensure you comply with the more detailed IT Acceptable Use Policy and social media policy.
- 3 **Dealing with "crushes":** Crushes, fixations or infatuations are part of normal adolescent development. However they need sensitive handling to avoid allegations of exploitation. Such crushes carry a high risk of words, actions and expressions being misinterpreted, therefore, the highest levels of professionalism are required. If you suspect that a pupil or a former pupil has a crush on you or on another colleague you should bring it to the attention of the Designated Safeguarding Lead at the earliest opportunity. Suggestions that a pupil may have developed a crush should be recorded. Staff should avoid being alone with pupils who have developed a crush on them and if the pupil sends personal communications to the member of Staff, this should be reported to the Senior Deputy Head and recorded.
- 4 **Acceptable use:** Adults must establish safe and responsible online behaviours and must comply with the IT Acceptable Use Policy, social media policy, and the mobile telephone protocol. Adults should report to senior colleagues, any new and emerging technologies which may have a bearing on School practices and on the review of the IT acceptable use policy. Local and national guidelines on acceptable user policies should be followed. Staff should also:
 - 4.1 ensure that your own personal social networking sites are set as private and ensure that pupils and former pupils are not approved contacts;
 - 4.2 ensure that you do not use any website or application, whether on a School or personal device, which publicly identifies your location while on School premises or otherwise in the course of your employment;
 - 4.3 never use or access social networking sites of pupils or former pupils, and do not use internet or webbased communication channels to send personal messages to pupils;
 - 4.4 never use your own equipment (e.g. mobile telephones) to communicate with pupils or former pupils - use equipment provided by the School and ensure that parents, guardians or carers have given permission;
 - 4.5 only make contact with pupils or former pupils for professional reasons; and
 - 4.6 recognise that text messaging should only be used as part of an agreed protocol and only when other forms of communication are not possible.
- 5 **Personal details:** Adults must not give their personal contact details to pupils, or former pupils, including email addresses, home or mobile telephone numbers, unless the need to do so is agreed with a member of the SLT and parents, guardians or carers.
- 6 **Personal mobile telephones and electronic devices:** It is understood that Staff may need to check text messages and / or personal emails in the case of an emergency or during break times. Personal use must not interfere with your work commitments (or those of others). It is a privilege and not a right. Staff shall set an example and shall never use their own mobile telephones or other electronic devices whilst they are on duty (whether in a classroom or otherwise) and any such mobile devices should be switched off except in the case of an emergency and be kept out of sight of parents or pupils.]
- 7 **Communicating outside the agreed protocols:** Email or text communications between an adult and any pupil or former pupils outside agreed protocols may lead to a report to external agencies in accordance with the School's child protection and safeguarding policy and

procedures, disciplinary action and / or criminal investigations. This also includes communications through internet based websites.

- 8 **Political impartiality:** You must not promote partisan political views to pupils, whether as part of the curriculum, in any extra-curricular activity or in general conversation or other interaction inside or outside school. This means you must not encourage pupils to support or adopt particular political views and must present any political views in a balanced way that ensures opposing views are aired.
- 9 **Communicating about shared principles that underpin society:** Although you must not promote partisan political views to pupils, there are some concepts and views that are shared principles that underpin our society, rather than political views. These shared values include fundamental rights, tolerance and challenging discrimination and prejudice. Shared values must be reinforced by all staff.
- 10 **Questions about political impartiality:** If you are in any doubt about whether a particular topic is a political issue or a shared value, you should seek guidance from your line manager in the first instance.
- 11 **Communication with former pupils:** the School is aware that as a result of its strong sense of community, former pupils may wish to keep in touch with us after they leave. This is supported through the School's alumni organisation as the School wishes to support the growth of an ever stronger community. As a precaution and to protect you however, the guidance in this policy also applies to contact with former pupils. To the extent that it is necessary to have contact with former pupils (for example if arranging a careers fair or writing a future reference), you must use your School email address and ensure that communication remains professional at all times. Using personal social media and email accounts creates risk of allegations about the abuse of power in a former Staff/pupil relationship, or even of a former pupil being groomed. This risk is not time limited and may be alleged at any time. Indeed the sector is increasingly aware of former pupils making allegations at other schools. So to protect yourself, you must not use your personal social media or email to maintain contact with former pupils of the School. These guidelines are designed to protect you from potentially career-ending allegations. Should any former pupil make personal contact with you, you must notify the Designated Safeguarding Lead immediately and follow guidance issued to you in order to ensure the School email system is used for a professional response.

Appendix 5 Photographs and videos

This policy is for staff and volunteers at The Oratory Prep School; The teacher responsible (for example the Trip Leader for an educational visit which uses parent volunteers) must ensure that the parents involved are aware of this policy and abide by it. In this policy terms such as 'photography', 'pictures', 'images', include both still and video media. The term 'camera' includes mobile phones, ipads and other equipment which has the capacity to take photographs.

At The Oratory Preparatory School we recognise that the

- Photography enhances many aspects of school life
- Mobile and Smart Phones can improve communication and create opportunities for learning and education
- That awareness of opportunity and risk is a key part of education with reference should also be made to the school's E-Safety Policy (see Section 12 above) policy and planning for the internet safety topic in the ICT/PSHE scheme of work.

This policy is intended to ensure an environment in which the opportunities are maximised while ensuring that children, parents and staff are safe from the risks arising from inappropriate use.

Taking Photographs and videos

Photography is used at the school for a variety of purposes, including:

- Recording pupils' achievements, learning and progress.
- Contributing to each pupil's development file/profile/evidence portfolio.
- Providing evidence to support pupils' application for entrance/scholarship to their future schools.
- Recording school events and providing material for displays.
- Communication with parents, for example to help reassure new parents or carers of young children that they have settled well into school life and provide prompt information on their children's activities on residential trips.
- For publicity purposes (brochures, prospectus, media articles, website etc.) for both the school and Bellevue Education Group.
- To support work undertaken by members of staff or students on placements for training and gaining further qualifications.

Where photography is taken this should be done on school devices, unless permission has been sought from a member of the SMT.

Consent

Appropriate consents for taking and displaying photographs will be obtained from parents, guardians, carers or from the pupils themselves if sufficiently mature (most pupils are seen as being sufficiently mature from the age of 12 years). The consent details for pupils will be kept in the school system for staff reference. Whether consent should be obtained from the parents, the pupil or both will depend on the age of the pupil. The School's policy is that when consent is required it should be obtained as follows:

- where the pupil is in Year 7 or below, consent should be sought from a parent, guardian or carer;
- where the pupil is in Year 8 then consent should be sought from both the pupil and their parent, guardian or carer;

The school privacy notice allows the use of photography or video that is not intrusive or public (e.g. used in an internal display) and consent is not required in this instance. This includes the use of

Staff should be aware that some pupils cannot be featured in photographs or videos under any circumstances (for example, because of safeguarding concerns). A list of these pupils is maintained by the school and should be consulted if you are unsure to which pupils this applies.

Where permission and consent (if appropriate) has been obtained, the following should be considered:

- the purpose of the activity should be clear as should what will happen to the photographs or videos. You must be able to justify images in your possession
- images should not be made during one-to-one situations
- ensure that the pupil is aware that the photograph is being taken
- Ensure the pupil understands why the images are being taken and has agreed to the activity
- Delete appropriate or embarrassing images

Specific situations

- Professional photographers visit the school by arrangement to take portrait photographs and formal pictures of sports teams etc. It is not compulsory for pupils to be included in portrait and team photography, nor is there any obligation on parents to purchase the resulting photographs.
- A teacher, student or trainee teacher on placement may undertake a case study of a child, for example, as part of a training course to gain a qualification. In such cases a separate permission should be sought.
- Occasionally a photograph may be taken which inadvertently catches a pupil in an unfortunate, embarrassing or compromising position. If this is the case, the image and any copies of it must be destroyed immediately.

Recording and Photography by Parents

It is very difficult to monitor the use of cameras by parents, for example at prize-giving or on the touchline at sports fixtures. The parents' handbook includes guidelines for parents on the use of photography at school events. Where there may be particular sensitivities around photography at school events the school should be proactive in making these clear at the start of events, including instructing parents as to the restrictions around the use of devices. As an alternative, the school may make an official video recording/DVD, the editing of which, before it is made available to parents, will ensure that parental consent is respected.

Editing and storage of photographs

All images taken by members of staff or volunteers at school or on school activities remain the property of the school. The school may require images to be deleted or edited as appropriate and may also select images taken by members of staff or volunteers for other purposes, with due attention paid to the requirements of this policy.

When editing images, staff must take due professional care and ensure that edited images do not mislead or misrepresent. Care must also be taken to ensure that images do not result in their subject being vulnerable to embarrassment, teasing, bullying or abuse.

Close attention must be paid to the storage of images, the school will take all reasonable measures to ensure that they are kept safe and do not come into the possession of unauthorised people.

- Images must not be stored permanently on personal devices or storage media, they should be transferred to a secure archive and deleted from portable devices
- In storing and deleting images the school will have regard to the school information security policy

The school assesses the risk of access to archived images by inappropriate individuals to be very low. Staff and volunteers must ensure that their use and storage of images maintains a similarly acceptable level of risk.

Photography on Social Media and Internet

Unless specific prior consent has been obtained, members of staff and volunteers must not post school images on personal pages of social networking sites or other websites.. The age limit for having a Facebook account is 13 and other social networks have similar restrictions. However,

parents do not always enforce these restrictions. Staff must be vigilant in respect of any inappropriate use by pupils of school images or their own photographs of school events on social networks and must report any concerns to the DSL.

Use of mobile phones by members of staff and by volunteers in school

Mobile phones provide many benefits to school life, notably in improving health and safety through better communication with staff in more remote parts of the school campus and on off-site visits. However, mobile phones, particularly those capable of taking pictures, also present a challenge to the school community to ensure that pupils are safeguarded in relation to the potential for improper use and also that their education is not impeded by the use of mobile phones at inappropriate times.

The school handbook/parents' handbook provides information on the use of mobile phones by pupils. Staff must be vigilant to ensure that the use of mobile phones, including their use by volunteers, visitors and pupils is always appropriate and that the safeguarding needs of the pupils are met. Any concerns should be discussed with the Headmaster or DSL. Concerns will be taken seriously, logged and investigated appropriately.

The school assesses the risk to pupils through the improper use of mobile phones to be very low. Staff and volunteers must ensure that their use of mobiles phones maintains this level of risk.

Details

- On arrival at school staff should switch their phones off to ensure that they do not adversely affect their duties at school and the pupils' education.
- In cases of emergency (for example a seriously ill relative) mobile phones should be left in the office, office staff should be alerted and the phone can be left switched on so that a message can be relayed.
- The school nurse/lead first aider, maintenance man and head are exempt from the restrictions on the use of mobile phones whilst on duty so that they can be contacted at all times by the school office in case of emergency.
- School mobile phones are available from the school office. A school phone must be collected by members of staff engaged in particular school activities where it is important to maintain communication with the school office. These include; where staff are off-site, in a remote part of the campus, supervising children - for example in after-school care with the school contact number

School mobile phones should not be used for personal calls. After use they must be signed back in at the school office. Any problem with the phone should be reported as soon as possible.

By arrangement with the head, a member of staff's personal mobile phone may be designated as the means of communication for specific activities (i.e. those listed above). In such situations, it is expected that this policy will be observed in respect of personal use. The cost of calls made on school business will be reimbursed, provided that they can be identified on an itemised bill or otherwise.

It is understood that Staff may need to check text messages and / or personal emails in the case of an emergency or during break times. Personal use must not interfere with your work commitments (or those of others). It is a privilege and not a right. Staff shall set an example and shall never use their own mobile telephones or other electronic devices whilst they are on duty (whether in a classroom or otherwise) and any such mobile devices should be switched off except in the case of an emergency and be kept out of sight of parents or pupils.

Appendix 6 The use of force or physical restraint

This policy draws on 'Use of reasonable force; Advice for heads, staff and governing bodies' published by the DfE in July 2013 [here](#) and page 45 and 46 of KCSIE 2024 and Appendix 6 of the Employment Manual. Staff at The Oratory Prep School recognise that the use of reasonable force is only one of the last in a range of strategies available to secure pupil safety/well-being and also to maintain good order and discipline. The policy on restraint should be read in conjunction with our Behaviour and Safeguarding policies.

Specific aims of the restraint policy

- To protect every person in the school community from harm.
- To protect all pupils against any form of physical intervention that is unnecessary, inappropriate, excessive or harmful.
- To provide adequate information and training for staff so that they are clear as to what constitutes appropriate behaviour and to deal effectively with violent or potentially violent situations.

Physical restraint is the positive application of force with the intention of protecting the child from harming themselves or others or seriously damaging property. Staff at The Oratory Prep School recognise that the use of reasonable force is only one of the last in a range of strategies available to secure pupil safety/well-being and also to maintain good order and discipline. Our policy on restraint should therefore be read in conjunction with our Behaviour and Child Protection policies.

The school does not have a "no-contact" approach to pupil management, since this may leave staff unable to protect pupils. Failure to physically restrain a pupil who is subsequently injured or injures another, could, in certain circumstances, lead to an accusation of negligence. At the same time, staff are not expected to place themselves in situations where they are likely to suffer injury as a result of their intervention. This section on reasonable force and physical restraint should, therefore, be read in connection with the section on physical contact, below. It is the intention of these policies to allow and support staff to make appropriate physical contact.

Physical restraint: All forms of corporal punishment are unlawful and the use of unwarranted physical force is likely to constitute a criminal offence. The use of physical intervention should be avoided if possible. There are circumstances when it is appropriate for Staff to use force to safeguard children. This is enshrined in law and applies to any member of Staff at the School. It can also apply to people whom the Head has temporarily put in charge of pupils such as unpaid volunteers or parents accompanying students on a school organised visit.

Application of code of restraint: It only applies where no other form of control is available and where it is necessary to intervene. The use of force or physical contact may be reasonable and proportionate in the circumstances to prevent a pupil from doing, or continuing to do any of the following:

- 1.1 committing a criminal offence;
- 1.2 injuring themselves or others;
- 1.3 causing damage to property, including their own; or
- 1.4 engaging in any behaviour prejudicial to good order and discipline at the School or among any of its pupils, whether that behaviour occurs in a classroom or elsewhere.

When physical restraint becomes necessary:

DO

- Tell the pupil what you are doing and why
- Use the minimum force necessary
- Involve another member of staff if possible

- Tell the pupil what s/he must do for you to remove the restraint (this may need frequent repetition)
- Use simple and clear language
- Hold limbs above a major joint if possible e.g. above the elbow
- Relax your restraint in response to the pupil's compliance

DON'T

- Act in temper (involve another staff member if you fear loss of control)
- Involve yourself in a prolonged verbal exchange with the pupil
- Attempt to reason with the pupil
- Involve other pupils in the restraint
- Touch or hold the pupil in sexual areas
- Twist or force limbs back against a joint
- Bend fingers or pull hair
- Hold the pupil in a way which will restrict blood flow or breathing e.g. around the neck
- Slap, punch, kick or trip up the pupil

Before intervening: Before intervening physically you should, wherever practicable, tell the pupil to stop and what will happen if he or she does not. You should continue attempting to communicate with the pupil throughout the incident and should make it clear that physical contact or restraint will stop as soon as it ceases to be necessary. You should always avoid touching or holding a pupil in a way that might be considered indecent. You should also avoid any form of aggressive contact such as holding, pushing, pulling or hitting which could amount to a criminal assault, nor act in a way that might reasonably be expected to cause injury.

Actions after an incident: You should inform the Head, Deputy or DSL immediately following an incident where force has been used. This is to help prevent any misunderstanding or misrepresentation of the incident, and it will be helpful in the event of a complaint. You should provide a written report as soon as possible afterwards. This should include written and signed accounts of those involved, including the pupil; this should take place on the same day and be logged into the school safeguarding portal. The parents, guardians or carers of the pupil should be informed about serious incidents involving the use of force. In an EYFS or school setting, the parents, guardians or carers will be informed about any use of force on the same day or as soon as reasonably practicable; the communication will be conducted by a the Head or a member of SMT.

Action taken in self-defence or in an emergency: The law allows anyone to defend themselves against an attack provided they do not use more force than is necessary. Similarly, where a pupil is at risk of immediate injury or on the point of inflicting injury on someone else, any member of Staff (whether authorised or not) would be entitled to intervene.

Using reasonable force: There is no legal definition of "reasonable force". It will always depend on the circumstances. The term "reasonable force" covers the broad range of actions used by staff that involve a degree of physical contact to control or restrain children. This can range from guiding a child to safety by the arm, to more extreme circumstances such as breaking up a fight or where a young person needs to be restrained to prevent violence or injury. "Reasonable" in these circumstances means "using no more force than is needed". The use of force may involve either passive physical contact, such as standing between pupils or blocking a pupil's path, or active physical contact such as leading a pupil by the arm out of the classroom. Note that:

- 1.5 any use of force should be proportionate to the behaviour of the pupil involved and the seriousness of the harm prevented;
- 1.6 you should recognise the additional vulnerability of children with SEN, disabilities and certain medical conditions before using reasonable force;
- 1.7 physical force could not be justified to prevent a pupil from committing a trivial misdemeanour;
- 1.8 any force should always be the minimum needed to achieve the desired result; and

- 1.9 whether it is reasonable to use force and the degree of force that could be reasonably employed might also depend on the age, understanding and sex of the pupil

Risk Assessments

If The Oratory Prep School becomes aware that a pupil is likely to behave in a disruptive way that may require the use of reasonable force, The Oratory Prep School will plan how to respond if the situation arises. Such planning will address:

Management of the pupil (e.g. reactive strategies to de-escalate a conflict, holds to be used if necessary)

Involvement of parents to ensure that they are clear about the specific action the school might need to take

Briefing of staff to ensure they know exactly what action they should be taking (this may identify a need for training or guidance)

Identification of additional support that can be summoned if appropriate.

Appendix 7 Physical contact with pupils

Guidance on Physical contact with pupils

The guidance in this section concerns physical contact in circumstances, other than physical restraint. It is inappropriate to rule out all forms of physical contact between adults and pupils in school. In many circumstances, particularly with younger pupils, physical contact is important in providing comfort, reassurance and trust. In a teaching context physical contact with a pupil may be necessary and beneficial in order to demonstrate a required action, or a correct technique in, for example, singing and other music lessons or during PE, sports and games. It is important, therefore, that acceptable parameters for physical contact are understood and followed. Staff should be careful that their actions do not lead to misinterpretation, making themselves vulnerable to accusations of inappropriate contact. Any physical contact should be in response to the pupil's needs, of limited duration and appropriate to the pupil's age, stage of development, gender, ethnicity and background. Physical contact can be easily misinterpreted and should be limited. Staff should use professional judgement.

Guidance on using physical contact: You should observe the following guidelines (where applicable):

- 1.1 explain the intended action to the pupil;
- 1.2 do not proceed with the action if the pupil appears to be apprehensive or reluctant, or if you have other concerns about the pupil's likely reaction;
- 1.3 ensure the physical contact continues for as short a time as possible;
- 1.4 ensure that the door is open and if you are in any doubt, ask a colleague or another pupil to be present during the demonstration; and
- 1.5 consider alternatives if it appears likely that the pupil might misinterpret the contact.

Report concerns: If you are at all concerned about any instance of physical contact, inform the DSL, Head or Deputy without delay, and make a written record in the appropriate records.

Offering comfort to distressed pupils: Touching may be appropriate where a pupil is in distress and needs comforting. You should use your own professional judgement when you feel a pupil needs this kind of support and should be aware of any special circumstances relating to the pupil. For example, a child who has been abused may find physical contact particularly difficult. You should always notify the Deputy Head / Head when comfort has been offered, record the action and should seek guidance if unsure whether it would be appropriate in a particular case.

Administering first aid: When administering first aid you should explain to the child what is happening and ensure that another adult is present or is aware of the action being taken. The treatment must meet the School's health and safety at work rules and intimate care guidelines, and parents, guardians or carers should be informed. Staff should:

- 1.6 adhere to the School's policies on first aid and administering medication;
- 1.7 comply with the necessary reporting requirements;
- 1.8 make other adults aware of the task that is being undertaken;
- 1.9 explain what is happening;
- 1.10 report and record the administration of first aid;
- 1.11 have regard to any health plans; and
- 1.12 ensure that an appropriate health / risk assessment is undertaken prior to undertaking certain activities.

Pupils' entitlement to privacy: Children are entitled to privacy when changing or showering. However there still must be an appropriate level of supervision to ensure safety. You should:

- 1.13 avoid physical contact or visually intrusive behaviour when children are undressed;
- 1.14 announce yourself when entering changing rooms and avoid remaining unless required;
- 1.15 not shower or change in the same place as children; and
- 1.16 not assist with any personal care task which a pupil can undertake themselves.

Intimate care: Sometimes intimate care is required, for example when assisting with toileting or removing wet clothes. You should:

- 1.17 comply with the School's intimate care guidelines;
- 1.18 advise other Staff of the task being undertaken and consult where there is any change from the agreed procedure. A record should be kept of the justification for any variations and this information should be shared with parents, guardians or carers;
- 1.19 explain to the child what is happening;
- 1.20 comply with applicable professional codes of practice, as appropriate; and
- 1.21 comply with regularly reviewed, formally agreed plans, as appropriate.]

Where a child has been abused: Where a child has previously been abused, Staff should be informed on a "need to know" basis, and should be extra cautious when considering the necessity of physical contact. Some children may seek inappropriate physical contact. Staff should sensitively deter the pupil and help them understand the importance of personal boundaries. Such incidents should be reported and discussed with the Designated Safeguarding Lead and where appropriate parents, guardians or carers.

Children with special educational needs or disabilities: Some children may need more physical contact to assist their everyday learning, which should be agreed and understood by all concerned, justified, openly applied and open to scrutiny. The Designated Safeguarding Lead and SENCO will establish whether any reasonable adjustments are required for such pupils.

Appendix 8 Childcare disqualification

- 1 Offence: The Childcare Act 2006 and the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018 state that it is an offence for the School to employ anyone to provide childcare in connection with our early years provision (**EYP**) or later years provision (**LYP**) who is disqualified, or for a disqualified person to be directly involved in the management of EYP or LYP (a **Relevant Role**).
- 2 EYP includes usual school activities and any other supervised activity for a "young child" which takes place on the school premises during or outside of the normal school day (a child is a "young child" during the period between birth and up to 1 September following their fifth birthday).
- 3 LYP includes provision for children not in EYP and under the age of 8 which takes place on school premises outside of the normal school day, including, for example breakfast clubs, after school clubs and holiday clubs. It does not include extended school hours for curricular activities such as sports activities.
- 4 "Childcare" means any form of care for a child, which includes education and any other supervised activity for a "young child". "Childcare" in LYP does not include education during school hours but does cover before and after school clubs.
- 5 **Grounds for disqualification:** The grounds on which a person will be disqualified from working in connection with EYP or LYP are set out in the School's recruitment, selection and disclosure policy and procedure. Staff are required to familiarise themselves with this document.
- 6 **Duty of disclosure:** Staff in a Relevant Role are under an on-going duty to immediately notify the School if their circumstances change so that they meet any of the criteria for disqualification at any point during their employment with the School. Any failure to disclose relevant information will be treated as a serious disciplinary matter.
- 7 **Ofsted:** Where the School receives disqualification information about a member of Staff working in a Relevant Role and is satisfied that the member of Staff may be disqualified as a consequence, the School is under a duty to report the circumstances of the disqualification to Ofsted.
- 8 **Waiver:** A member of Staff who discloses information which appears to disqualify them from working in a Relevant Role may apply to Ofsted for a waiver of the disqualification.]

Appendix 9 Reporting obligations

1. The School's position: It is a contractual requirement as well as in your interests to follow the Code of Conduct so as to maintain appropriate standards of behaviour and your own professional reputation. A breach of this Code may be treated as misconduct and will render you liable to disciplinary action including in serious cases, dismissal.
2. **Exit interviews:** All staff are trained so that they understand they are expected and encouraged to raise concerns they have, whether related to the safeguarding and welfare of pupils, the conduct of staff or other matters, during the course of their employment in accordance with the School's policies (including the whistleblowing policy, the child protection and safeguarding policy and procedures and this Code). Safeguarding children is at the centre of the School's culture and is accordingly considered formally during staff performance development reviews and appraisal and finally at exit interviews which are held with all leavers.]
3. **Childcare disqualification:** the School is prohibited from employing anyone to provide childcare in connection with our early years provision (**EYP**) or later years provision (**LYP**) who is disqualified, or for a disqualified person to be directly involved in the management of EYP or LYP. You are referred to Appendix 8 for more information on childcare disqualification.]
4. **Termination of employment:** If the School ceases to use the services of a member of Staff because they are unsuitable to work with children, a settlement agreement (formerly known as a compromise agreement) will not be used and a referral to the Disclosure and Barring Service will be made promptly if the criteria for a referral are met. Any such incidents will be followed by a review of the safeguarding procedures within the School, with a report being presented to the Governors without delay. The School may also need to consider a referral to the Disclosure and Barring Service if a member of Staff is suspended, or deployed to another area of work that is not regulated activity.
5. **Resignation:** If a member of Staff tenders his or her resignation, or ceases to provide his or her services to the School at a time when child protection concerns exist in relation to that person, those concerns will still be investigated in full by the School and a referral to the Disclosure and Barring Service will be made promptly if the criteria for a referral are met.
6. **Teaching Regulation Agency (TRA):** Separate consideration will also be given to making a referral to the TRA where a teacher has been dismissed (or would have been dismissed had he or she not resigned) because of unacceptable professional conduct, conduct that may bring the profession into disrepute, or a conviction at any time for a relevant offence. An interim referral to the TRA may also be considered and made if appropriate.

4. Anti-bribery and corruption policy

Introduction

1 **Commitment:** The School is committed to implementing effective measures to prevent, monitor and eliminate the risks of bribery, of the facilitation of tax evasion and to enforce effective systems to counter bribery and the facilitation of tax evasion.

2 **Application:** This policy applies to all Staff working in the School, whether paid or unpaid, whatever their position, role or responsibilities and **Staff** includes employees, governors, directors, contractors, and volunteers. It also applies to any person or body who acts or performs services for or on its behalf..

3 **Conduct:** The School conducts its business activities in an honest and ethical manner. The School will not tolerate any form of bribery and / or corruption by, or of, its Staff, nor their facilitation of tax evasion.

4 **Purpose:** The purpose of this policy is to:

- 4.1 set out the School's responsibilities, and of those working for the School, in observing and upholding its position on bribery, corruption and the facilitation of tax evasion; and
- 4.2 provide information and guidance to those working for the School on how to recognise and deal with bribery and corruption issues.

5 **Definition of a bribe:** A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

6 **Definition of tax evasion and the facilitation of tax evasion:** In this policy, tax evasion means avoiding, reducing, or delaying payment of tax in a criminal way. It includes: fraudulent conduct intended to prejudice HM Revenue & Customs or the Department for Work and Pensions; taking steps with a view to the fraudulent evasion of tax; and being knowingly concerned in the fraudulent evasion of tax. In this policy the facilitation of tax evasion refers to facilitating it in a criminal way. This includes aiding and abetting a tax evasion offence or being knowingly concerned in or taking steps with a view to the evasion of tax by another person. In this policy tax evasion and the facilitation of tax evasion include conduct which is criminal under foreign law and which would have been criminal had it been carried-out against UK tax authorities or in the UK.

7 **Definition of third party:** Third party means any individual or organisation you come into contact with during the course of your work for the School. This includes parents, carers or guardians of current or prospective pupils, suppliers, distributors, business contacts, agents, advisers, government and public bodies, including their advisors, representatives and officials, politicians and political parties.

Gifts and hospitality

8 **Hospitality:** This policy does not prohibit the School's normal and appropriate hospitality (given and received) to or from third parties.

9 **Prohibited gifts:** The School prohibits the accepting of gifts from, or the giving of gifts to, a third party in the following circumstances:

- 9.1 it is made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- 9.2 it contravenes the law;
- 9.3 it is given in your name, not in the name of the School;
- 9.4 it includes cash or a cash equivalent such as gift certificates or vouchers (other than as permitted under the Code of Conduct);

- 9.5 taking into account the reason for the gift, it is of an inappropriate type and value and given at an inappropriate time;
- 9.6 it is given secretly;
- 9.7 gifts should never be offered to, or accepted from, government officials representatives, or politicians or political parties.

Facilitating tax evasion

10 Risk assessment

10.1 The School evaluates the risk of Staff facilitating tax evasion by considering the motive, opportunity and means. Given the School's core business of providing educational services for pupils principally to parents and other fee payers it has identified key risks and risk events.

11 Due diligence

11.1 The School will carry out appropriate due diligence into its suppliers and partner organisations.

12 Risk events

12.1 This section sets out key events or steps which may involve risk. Staff must not take any of the steps set out in this section without the prior approval of the Bursar. Staff must inform the Bursar in the event that any of these events happen or steps are attempted or are requested:

12.1.1. in respect of parents and other fee payers, accepting payment:

- a. of substantial sums in cash;
- b. from parties with no clear legitimate reason for meeting the parent or
- c. fee-payer's liabilities;
- d. from accounts in jurisdictions lacking sound anti-fraud, corruption, terrorism or
- e. anti-money laundering control;

12.1.2 in respect of suppliers and other commercial partners:

- a. entering into side-letters which materially vary key terms in the main agreement like performance and price;
- b. entering into commercial arrangements involving steps, terms or parties for which there is no clear, legitimate commercial need;
- c. making payment in cash except for petty cash payments where it is usual legitimate commercial practice;
- d. being asked to make payment otherwise than in accordance with contractual terms or without a numbered invoice or receipt;
- e. being asked to pay an invoice which appears to be non-standard or customised, for example with non-standard allocations for the goods and services supplied or which does not include VAT or VAT registration details when it should;
- f. being asked to make payment otherwise than to the supplier's regular account for invoices, previously approved by the School;
- g. issuing or being asked to issue customised or non-standard invoices, re-issuing invoices or issuing invoices for example which do not reflect sums payable or their proper apportionment to services and cost centres in accordance with usual commercial practice;

12.1.3. in respect of Staff:

- a. engaging Staff other than on standard commercial terms correctly reflecting the basis on which they are engaged;
- b. claiming or paying expenses on a non-taxable basis except where it is clear that is the correct treatment;
- c. paying fees, salary or expenses otherwise than into a UK bank account (after proper deductions in respect of tax and national insurance payable at source where applicable).

12.1 Staff must not without the prior approval of the Bursar make payment (by way of refund or otherwise) except into a UK based bank account of a person or organisation whose identity and ownership of the account has been verified by the School.

Unacceptable behaviour

13 **Unacceptable behaviour:** It is not acceptable for you (or someone on your behalf) to:

- 13.1 give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- 13.2 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;
- 13.3 accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
- 13.4 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 advantage will be provided by the School in return;
- 13.6 create false records or fail to record and account for receipts, payments or commercial arrangements accurately;
- 13.7 enter into or document any arrangement which does not accurately reflect or conceals what is happening commercially;
- 13.8 pay trade suppliers or contractors in cash;
- 13.9 enter into arrangements where the legitimate commercial reason for including any step, any party or any document is not clear;
- 13.10 enter into or assist with any other arrangement which you know or suspect is fraudulent;
- 13.11 threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy;
- 13.12 engage in any activity that might lead to a breach of this policy.

Facilitation payments and kickbacks

14 **Facilitation payments:** The School does not make, and will not accept, facilitation payments or "kickbacks" of any kind.

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

16 **Payments made by you:** If you are asked to make a payment on behalf of the School, 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 Head.

Appropriate gifts

17 You are permitted to receive small gifts from pupils or parents (e.g. at the end of the year or Christmas) or from other third parties if the following conditions are met:

- 17.1 the gift does not include cash or a cash equivalent (such as gift certificates or vouchers);

- 17.2 it is appropriate in the circumstances (e.g. it is given as a "thank you" for providing extra tuition or support);
- 17.3 taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
- 17.4 it is given openly, not secretly; and
- 17.5 it is not made in explicit or implicit exchange for favours or benefits or with the apparent intention of securing some advantage from you.
- 17.6 If you are unsure about whether a particular gift complies with the above requirements, you must report the gift to the Bursar.

Donations

18 **Political parties:** The School does not make contributions to political parties. We only make charitable donations which accord with the School's governing instrument and that are legal and ethical under UK law.

Reporting

19 **Raising concerns:** You are encouraged to raise concerns about any issue or suspicion of malpractice 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 Head.

20 **Reporting - whistleblowing:** If you encounter any of acts of corruption or bribery, or the facilitation of tax evasion by the School or your colleagues, or, if you are offered a bribe by a third party, are asked to make one, are asked to engage in activity which you suspect may facilitate tax evasion or if you suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity, you must report them promptly in accordance with the School's Whistleblowing policy.

21 **Reporting - other:** If you encounter any of acts of corruption or bribery or tax evasion by a third party, or if you or a colleague are offered a bribe, are asked to make one, are asked to engage in activity which you suspect may facilitate tax evasion or if you suspect that this may happen in the future, or believe that you or a colleague are a victim of another form of unlawful activity by a third party, you must report them promptly to [• the Bursar]. For example, if you encounter any of the following situations while working at the School, you must report them promptly to [• the Bursar]:

- 21.1 you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- 21.2 a third party insists on receiving a commission or fee payment before committing to sign up to a contract with the School, or carrying out a government function or process for the School;
- 21.3 a third party requests payment in cash and / or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- 21.4 a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- 21.5 a third party requests an unexpected additional fee or commission to "facilitate" a service;
- 21.6 a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- 21.7 you are offered an unusually generous gift or offered lavish hospitality by a third party;
- 21.8 a third party requests that a payment is made to "overlook" potential legal violations;
- 21.9 a third party requests that you provide employment or some other advantage to friend or relative;
- 21.10 you receive an invoice from a third party that appears to be non-standard or customised or you are asked to pay without an invoice;
- 21.11 you are asked to provide non-standard or customised invoices;
- 21.12 a third party insists on the use of side letters or refuses to put terms agreed in writing;
- 21.13 contracts, terms or arrangements are more elaborate than appear to be commercially necessary;
- 21.14 parties or steps in transactions are located in or funds are routed through jurisdictions which are identified by credible sources to lack sound anti-fraud, anticorruption, anti-terrorism or anti-money laundering control;
- 21.15 you are asked to pay in cash or we receive payment in cash, except where the sum is nominal and payment in cash is in accordance with normal good business practice;

- 21.16 you identify any circumstances which might conceal or misrepresent an arrangement or appear unnecessarily complex or might otherwise facilitate or risk facilitating the evasion of tax;
- 21.17 you notice that the School has been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- 21.18 a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to the School.

22 Prevention, detection and reporting: The prevention, detection and reporting of bribery, tax evasion and other forms of corruption are the responsibility of all those working for the School or under the School's control. All Staff are required to avoid any activity that might lead to, or suggest, a breach of this policy.

Induction and training

23 Training on this policy should form part of the induction process for all new Staff and Governors. All existing Staff and Governors will receive regular, relevant training on how to implement and adhere to this policy. Governors and senior members of staff will support training, demonstrating and modelling the School's top-level commitment to the issues addressed in this policy.

24 The School's zero-tolerance approach to bribery, corruption and the facilitation of tax evasion must be communicated to all third parties at the outset of the relationship and as appropriate thereafter.

Records

25 The School's obligations: The School must keep financial records and have appropriate internal controls in place evidencing the business reason for making payments to third parties.

26 Your obligations: You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to review by the Head.

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

28 Records: All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as parents, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

Detriment

29 Detriment: The School is committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future.

30 Detrimental treatment: Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Head immediately. If the matter is not remedied, and you are an employee, you should raise it formally using the School's Grievance Procedure.

Consequences of breaching this policy

31 Breach: Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Anyone else who provides services to the School and is found to be in breach of this policy will have their contract terminated.

32 Sanction: For individuals, bribery and corruption are punishable by up to ten years' imprisonment. If the School is found to have taken part in or failed to prevent bribery, corruption or the facilitation of tax evasion, the School could face an unlimited fine and damage to its reputation. The School therefore takes its legal responsibilities very seriously.

5. Health and safety at work rules

1. **Your duty:** It is your contractual duty whilst at work to take reasonable care for your own safety and for that of others who may be affected by your acts or omissions.
2. **Legal responsibilities:** The School and its employees also have legal responsibilities under the health and safety legislation. If you need more information please ask the Bursar.
3. **Extra precautions:** There may be special precautions, codes of conduct or specific instructions relating to your use of particular equipment and substances. You should familiarise yourself with these and observe them at all times.
4. **Fire procedures:** You must comply with the School's fire regulations, fire drill practices and procedures. Copies of relevant standards are on all notice boards and at other strategic places throughout the School.
5. **Reporting accidents:** You must report any accident which occurs at your place of work - however trivial it appears to be. You may obtain an accident report form from the School Office.
6. **Safety awareness:** All employees are expected to adopt a safety conscious attitude and be aware of the circumstances which can cause accidents. You should, therefore, report immediately any hazards or potential hazards in your work place to the Bursar.
7. **Electrical equipment:** Equipment which does not require continuous operation should be switched off when not in use and disconnected from the main electricity supply at the end of the day. On no account should you carry out any adjustments to electrical equipment. In the event of a fault developing, the equipment should be switched off and the Bursar notified of the details.
8. **Workplace:** You should endeavour to keep your work place in a tidy state at all times. Care should be taken to ensure that cupboard doors and desk drawers are not left open unnecessarily. Special care should be taken to ensure that rights of way and escape routes are never obstructed.
9. **Lifting:** As serious injury, especially to the back, can result from incorrect lifting, you should familiarise yourself with the correct method of lifting heavy objects
10. **First aiders:** The names of First Aiders are posted on the notice boards. If you, another member of staff or a pupil requires attention an appointed First Aider should be contacted. Where necessary, a person requiring treatment should be taken to the sick room. It is the First Aider's responsibility to assess the situation and decide the correct course of action.
11. **First aid boxes:** These are located at the SAN and may only normally be opened by qualified First Aiders. First aid does not include giving tablets or medicines and the School will not keep medicines in a first aid container. The only exception when aspirin is used as first aid for a casualty with a suspected heart attack for those over 16. No pupil under the age of 16 shall be given medicine containing aspirin unless prescribed for that particular pupil by a doctor.
12. **Administration of medicines:** As a general rule, staff will not administer any medicines that have not been prescribed for a particular pupil by a medical professional. Staff must not give prescription medicines or undertake health care procedures without appropriate training. A first aid certificate does not constitute appropriate training in supporting pupils with medical conditions. The Nurse may only administer certain non-prescription medicines and/or household remedies such as pain and fever relief if parents have provided written consent for this to happen in relation to specific medicines and only if there is a health reason to do so. Further information relating to the administration of medicines can be located in the School's administration of medication policy.

13. **Emergency procedures:** All staff should know what to do in an emergency and which staff are trained to administer emergency assistance and medicines e.g. use Automated external defibrillators, adrenaline auto-injectors and emergency salbutamol inhalers.
14. **Paediatric first aid:** first aid provision can only be provided to pupils in the early years provision by a person with a current paediatric first aid certificate, in accordance with the paediatric first aid requirements in the Statutory framework for the early years foundation stage.
15. **Breach of health and safety regulations:** In certain circumstances, breaches of health and safety regulations and / or law and / or these health and safety at work rules may constitute gross misconduct and may result in instant dismissal and possibly civil or criminal proceedings. In any event a failure to comply with the appropriate standards will render an employee liable to disciplinary action.

6.Sickness policy

- 1 **Sick pay:** Subject to the provisions of this policy and provided you comply with the notification requirements, if you are unable to work because you are ill you will be entitled to receive sick pay in accordance with your contract of employment.

- 2 **Notification:** Should you be absent on account of illness, injury or other disability you must advise the Head as soon as possible and by no later than 8.00 am on the first day of absence giving the reason for your absence and its likely duration. Thereafter you are required to keep the School regularly updated.

- 3 **Self-certification:** You shall, if absent for seven calendar days or less, immediately on returning to work complete a self-certification form covering each day of absence.

- 4 **Medical certificate:** You shall, if absent for more than seven calendar days, provide the School with a medical certificate from your general practitioner on the eighth day of absence stating the reasons for absence and whether you may be fit for work with certain adjustments, or that you are not fit for work. Your general practitioner will need to provide a medical certificate to cover any subsequent periods of absence.

- 5 **May be fit for work:** If your general practitioner provides a medical certificate indicating that you may be fit for work with adjustments, the School will meet with you to discuss the contents of the certificate. The School will consider what adaptations or adjustments it may reasonably make to facilitate your return to work. In the event that School cannot reasonably make the recommended adjustments or adaptations, then you will be deemed to be not fit for work and will be paid in accordance with your sick pay entitlement.

- 6 **Referrals:** The School may at any stage be entitled to require you to undergo examinations by a medical adviser to be appointed or approved by the School.

- 7 **Occupational Health:** If you are referred for an Occupational Health assessment, the School will meet with you to discuss the contents of any Occupational Health report or return to work plan provided following your assessment.

- 8 **Reduced hours:** In the event that a phased return or reduced hours is agreed in accordance with the paragraph above you will be entitled to pay on a pro-rata basis only. Any sick pay for days which are not worked is entirely at the School's discretion.

- 9 **Conduct whilst away from work:** If you are absent from work you will be expected to behave in a manner appropriate to your illness or disability. You will not be entitled to undertake any other form of paid employment or participate in any activity (of a sporting nature or otherwise) that could have an adverse effect on the speed and success of your recovery. The School reserves the right to make contact with you during any period of absence.

- 10 **Infectious diseases:** If you reside in a house in which another person is suffering from an infectious disease, you shall notify the School at once and take such precautions as may be prescribed. You may be asked not to attend work where there is a risk that this could spread the infection. This period of absence will count towards your sick pay entitlement.

- 11 **Suspension of sick pay:** If the School believes after an appropriate investigation that the reason for your absence is due to your misconduct or you have not observed the provisions of this policy or you have slowed your recovery by your behaviour, you may no longer be entitled to sick pay.

- 12 **Injury caused by others:** If you are unable to work because of an accident or other action caused by another person, any compensation you receive from that person or their insurers relating to earnings for which the School has already paid you as sick pay shall be repaid by you to the School.

- 13 **Sickness whilst on annual leave:** If you are ill or injured during a period of pre-arranged holiday you may be able to treat the days of incapacity as sickness absence instead of annual leave. This is subject to complying with the notification requirements at paragraph 14 below. Any claim to reschedule your sickness affected holiday will be limited to your statutory annual leave entitlement

only. For these purposes any paid holiday that you have taken during the relevant holiday year will be deemed first to count towards your statutory annual leave entitlement of 5.6 weeks. Any periods of incapacity during pre-arranged holiday leave will be paid at the rate of statutory sick pay only.

14 Notification requirements for sickness whilst on annual leave: Should you be ill or injured during a period of pre-arranged holiday you must advise the Head as soon as possible and by no later than 8.00 am on the first day of absence giving the reason for your absence and its likely duration as under paragraph 2 of this policy. This must be done at your own expense irrespective of whether you are in the UK or abroad. Thereafter you are required to keep the School regularly updated. You will not receive sick pay unless you are able to provide a medical certificate, or other evidence acceptable to the School of incapacity, at your own expense for the full period of incapacity. It is expected that such evidence would normally be a medical certificate from the country where you are on holiday at the time of the illness or injury.

7.Pensions auto-enrolment policy

1 **Purpose:** This policy is intended to provide guidance on the operation of the pension scheme available to you during your employment with the School as set out in your contract of employment. (**Scheme**). The policy reflects legislation which requires employers to automatically enrol employees who meet certain eligibility criteria into a qualifying pension scheme.

1 **Staging date:** Is the date notified to the School by the Department for Work and Pensions from when the School is required to auto-enrol staff in the Scheme.

2 **Eligibility:** Auto-enrolment applies to all employees aged between 22 and state pension age and earning over the earnings trigger (currently £10,000) as may be changed from time to time.

3 **Auto-enrolment:** The School is legally required to automatically enrol eligible staff in the relevant Scheme.

3.1 **New starters:** All new members of staff will be automatically enrolled in the Scheme within one month of the commencement of their employment. Any new members of staff who wish to opt out must contact the Teachers' Pension Scheme or support staff scheme administrator.

3.2 **Existing members of staff who are already members of the Scheme:** There will be no change for any member of staff who is already a member of the Scheme. You will remain a member of the Scheme unless you choose to opt out. You will be provided with written confirmation of your membership and details of how to obtain further information.

3.3 **Existing members of staff who are not members of the Scheme:** Any members of staff who are not currently members of the Scheme will be automatically enrolled by the School following the Staging Date.

3.1.1 For teachers this will apply to staff who have:

- a) previously opted out;
- b) commenced a part-time contract before 01 January 2007, did not make a part-time election and have continued in that contract (without taking up another post which would have led to the need to contractually enrol them);
- c) staff on ill health retirement pre 01 April 1997 from when they reach age 60 or cease to be incapacitated, whichever is the earliest; or
- d) become re-employed before 01 January 2007, did not make an Elected Further Employment election and have continued in that contract (without taking up another post which would have led to the need to contractually enrol them).

3.1.2 for support staff this will apply to staff who have not opted in.

4 **Re enrolment:** The School will repeat the exercise of auto-enrolment every three years from the Staging Date with any eligible employee who is not a member of the Scheme at the time. This will include employees who have opted out.

5 **Opting Out:** Should you wish to opt out of the Scheme you must contact [• pension administrator] to obtain an Opt-Out Notice. If you wish to remain opted-out you will need to repeat this process every three years each time you are re-enrolled into the Scheme. If you have opted-out but change your mind and wish to join the Scheme you can either wait until the next re-enrolment date when the School will enrol you, or alternatively, you must contact the Scheme administrator and elect to opt-in.

6 **Information:** The School will provide you with information regarding your pension and direct you to additional sources of information on the Scheme's website. If you have been automatically enrolled in the Scheme you will be notified in writing and provided with the following information:

6.1 the enrolment date;

6.2 details of the Scheme and contact information;

6.3 amount of contributions;

6.4 any tax relief; and

6.5 confirmation of your right to opt out and how to do so.

7 **Advice:** The School cannot offer any advice or guidance in relation to your pension rights or entitlements so that you must seek your own advice.

8 **Personal Information:** The School will pass your personal details (being all information relevant to your enrolment and membership in the Scheme) to the Scheme administrator and will maintain certain records for the purpose of enrolment and membership of the Scheme.

8. Time off for antenatal and adoption appointments policy

Introduction

1. **Purpose:** This policy is intended to provide guidance on your statutory entitlement to time off for antenatal and adoption appointments.

If you are pregnant

2. **Eligibility for paid time off:** If you are pregnant you are entitled to take reasonable paid time off during working hours for antenatal appointments. This may include any relaxation or parenting classes provided that your doctor, midwife or health visitor has advised you to attend.
3. **Notice:** Whilst it may not always be possible, please give [**• your Line Manager / the Bursar**] as much notice as possible of the appointment. Unless it is the first appointment, [**• your Line Manager / the Bursar**] may ask you to provide the following:
 4. a certificate from your doctor, midwife or health visitor confirming that you are pregnant (for example a MAT B1 form); and
 5. an appointment card.
6. **Refusal of appointment:** If it is considered reasonable to do so, or where it impacts on the needs of the School, you may be refused time off work to attend an antenatal appointment. Where it is reasonable to do so, your Line Manager / the head may ask you to rearrange your antenatal appointment.

If you wish to accompany a pregnant woman

7. **Eligibility for unpaid time off:** You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the mother or the unborn baby. This means that either:
 8. you are the baby's father;
 9. you are the pregnant woman's spouse, civil partner or cohabiting partner; or
 10. she has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or
 11. you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.
12. **Agreeing time off:** Whilst it may not always be possible, please give Your Line Manager as much notice as possible of the appointment. You must provide us with a signed statement providing the date and time of the appointment also confirming:
 13. that you meet one of the eligibility criteria in paragraph 5;
 14. that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
 15. that the antenatal appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.
16. **Duration:** You may:
 17. take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy;
 18. not take more than six and a half hours off for each appointment, including travel and waiting time;
 19. request annual leave if you wish to take time off to attend further antenatal appointments.

20. **Refusal of appointment:** If it is considered reasonable to do so, or where it impacts on the needs of the School, you may be refused time off work to accompany the pregnant woman to an antenatal appointment.

If you are adopting a child

21. **Adoption appointments:** An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.
22. **Eligibility for paid time off:** If you are adopting a child on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.
23. **Eligibility for unpaid time off:** If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.
24. **Duration:** You may:
25. take up to six and a half hours off for each adoption appointment, including travel and waiting time;
26. take time off under this policy before the child is placed with you. Your entitlement to time off for adoption appointments will end on the placement of the child with you. If the adoption agency is placing more than one child with you as part of the same arrangements, this is treated as one adoption and will not increase the number of appointments in respect of which you can take time off.
27. **Agreeing time off:** Time off from school is to be granted by the Headmaster. In his absence, please contact your Line Manager and give him/her as much notice of your adoption appointment as possible. You must provide a signed statement or an email confirming:
- a) the date and time of the appointment;
 - b) that the appointment has been arranged or requested by the adoption agency;
 - c) whether you are adopting a child alone or jointly with another person;
 - d) if you are adopting with another person, whether you will be the primary or secondary adopter;
 - e) If you are an agency worker you may have to notify your agency as well. You should check with the agency;
28. **Rescheduling an appointment:** We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so;
29. **Refusal of appointment:** In exceptional circumstances we reserve the right to refuse a request for a particular appointment but we will not do so without good reason.

9. Adoption leave and pay policy

1. **Purpose:** This policy is intended to provide guidance on your statutory entitlement to adoption leave and pay.

Notification requirements

2. **Notification:** You must inform the School within seven days of receiving notification from the statutory adoption agency of being matched with a child (the **Agency Notification**) that you intend to take adoption leave. The School may require you to produce evidence of a child being placed with you.
3. **Local Authority Placement and Surrogacy:** If you have a child placed with you under a local authority "fostering for adoption" or "concurrent planning" arrangement, or you are entering into a surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to adoption leave and pay.
4. **Information from the School:** Following receipt of your notification, the School will write to you within 28 days indicating the date on which your entitlement to adoption leave will end.

Adoption leave

5. **Entitlement:** Provided you comply with the notification procedures above, you will be entitled to 26 weeks Ordinary Adoption Leave (**OAL**) and 26 weeks Additional Adoption Leave (**AAL**). AAL begins the day after your OAL ends.
6. **Commencement of leave:** You will be entitled to begin your OAL up to 14 days before the date on which the child is expected to be placed with you. You may not start your OAL after the date on which the child is placed with you.
7. **Variation:** You may vary the date on which you begin your OAL provided that you notify the School in writing at least 28 days before the new date you wish to begin your OAL.

Additional adoption leave (AAL)

8. **Entitlement:** If you are entitled to OAL you will also be entitled to an additional period of 26 weeks AAL beginning the day after your OAL ends. The School will inform you of the date on which your AAL period will end should you decide to take AAL within 28 days of you notifying the School of your intention to take OAL.

Keeping in touch

9. **Informal discussion:** Before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
10. **Keeping in touch days:** You may work (including attending training) for up to ten days during your adoption leave without bringing your adoption leave or Statutory Adoption Pay to an end. The arrangements, including pay, can be set by agreement between you and the School.
11. **Before you return:** Shortly before you are due to return to work, the School may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

Return to work

12. **Notification:** The School will inform you of the date on which your AAL period will end (should you decide to take AAL) within 28 days of you notifying the School of your intention to take OAL. If you wish to return to work before the end of your AAL, you must notify the

School in writing at least eight weeks before you expect to return to work. A failure to notify the School could mean that your return to work is postponed.

13. **Returning late:** If you wish to return later than the end of your full period of leave, you should either request unpaid parental leave in accordance with the Parental Leave Policy, giving the School as much notice as possible, or request paid annual leave (if you are entitled to take leave at such a date). If you are unable to return to work due to sickness or injury, this will be treated as sickness absence. In any other case, late return will be treated as unauthorised absence.
14. **Return from OAL:** You will be employed in the same position upon your return to work from OAL that you occupied before your leave period began. You will be entitled to return on the same terms and conditions of employment as if you had not been absent and with your seniority, pension rights and similar rights as they would have been if the period of employment prior to your AAL period was continuous with the period of employment following it.
15. **Return from AAL:** You will normally be entitled to return to the same position upon your return to work from AAL that you occupied before your leave period began. If this is not reasonably practicable, you will be redeployed to a job which is suitable for you and appropriate for you to do in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled had you not been absent.
16. **Disrupted placement:** Where you have already commenced your leave and the child is subsequently not placed with you or the placement ends, your entitlement to adoption leave shall end either eight weeks after the week in which you received notification that the child is not to be placed with you, the placement ends or at the end of your AAL whichever is sooner.

Statutory adoption pay (SAP)

17. **Entitlement:** You will be entitled to SAP provided that you have been continuously employed by the School for 26 weeks as at the week you receive the Agency Notification (even if your employment is terminated for any reason after this date) and provided that you make National Insurance contributions. You will not be entitled to SAP if you have chosen to receive Statutory Paternity Pay or your spouse has chosen to receive SAP.
18. **Commencement:** Your entitlement to SAP will begin when you commence your OAL.
19. **Duration:** You will receive SAP for the first 39 weeks of your adoption leave period. The remainder of your AAL will be unpaid.
20. **Rate:** SAP is paid at the prescribed rate set by the government for the relevant tax year.
21. **Losing your entitlement:** You will lose your entitlement to SAP if you commence working for another employer during your adoption leave, whether on a part-time or full-time basis. You will not be entitled to SAP if you are entitled to Statutory Sick Pay or the child placed for adoption with you reaches 18 years of age.

Adopting more than one child

22. **Entitlement:** Where you adopt more than one child as part of the same arrangement, your entitlement to leave and SAP under this policy shall remain unchanged.
23. **Deciding not to return**
24. **Notification:** If you do not intend to return to work, or are unsure, it is helpful if you raise this as early as possible. If you decide not to return you should give notice of resignation in accordance with your employment contract. The amount of adoption leave left to run must be at least equal to your contractual notice period, otherwise you may be required to work for the remainder of the notice period. Once you have given notice, you cannot change your mind without our agreement. This does not affect your right to receive SAP.

Returning to work part-time

25. **Requests:** The School will deal with any requests by employees to change their working patterns (such as working part-time) after adoption leave on case-by-case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

Shared Parental Leave

26. **Shared parental leave (SPL):** Subject to eligibility requirements, you may be entitled to SPL and pay. If you opt into the SPL scheme, you will forgo any remaining rights or entitlements under this Adoption Leave and Pay Policy. Please see the School's SPL Policy for further details.

10. Maternity policy

Introduction

1 **Purpose:** This policy is intended to provide guidance on your statutory entitlements and the School's position in respect of maternity leave and pay.

Notification requirements

2 **Notification:** Please inform the School as soon as possible that you are pregnant. This is important, as there may be health and safety considerations. Before the end of the 15th week before the Expected Week of Childbirth (EWC), or as soon as reasonably practicable afterwards, you must notify the School of the EWC and the date on which you wish to start your maternity leave. The School may require you to provide a MATB1 medical certificate.

3 **Information from the School:** Following receipt of your notification, the School will write to you within 28 days indicating the date on which your entitlement to maternity leave will end.

Health and safety

4 **The School's duty:** The School has a general duty to take care of the health and safety of all employees. The School is also required to carry out a risk assessment of the workplace risks to pregnant women, those who have given birth within the last six months and those who are still breastfeeding.

5 **Information:** The School will provide you with information regarding any risks identified in the risk assessment and any preventative and protective measures required. If it is considered that you would be exposed to health hazards in carrying out your normal work, the School will take such steps as are necessary to avoid those risks.

Maternity leave

6 **Informal discussion:** Before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

7 **Types of leave:** Your maternity leave is split into two separate periods:

7.1 Ordinary Maternity Leave (**OML**). You may take up to 26 weeks OML;

7.2 Additional Maternity Leave (**AML**). You may take up to 26 weeks AML immediately following OML.

8 **Commencement:** You are entitled to commence your OML at any time after the start of the 11th week before the EWC. Your maternity leave will usually start automatically if you are absent for a pregnancy related reason during the four weeks before the EWC. You can postpone or bring forward the intended start date of your maternity leave by informing the School in writing at least 28 days before the original intended start date, or if that is not possible, as soon as is reasonably practicable.

Statutory maternity pay (SMP)

9 **General:** If you are entitled to SMP, this shall be paid for the first 39 weeks of your maternity leave. The remainder of your AML will be unpaid.

10 **Entitlement:** You will be entitled to SMP provided you have complied with the notification requirements above, you have been continuously employed by the School for 26 weeks at the end of the 15th week before the EWC and provided you make National Insurance contributions.

11 **Duration:** You will receive SMP for the first 39 weeks of your maternity leave period even if you do not intend to return to work.

12 **Commencement of SMP:** Your entitlement to SMP will begin when you commence your OML unless you are absent for a pregnancy related illness at any time after the start of the fourth week before the EWC, in which case your maternity leave and SMP will begin immediately. If you fulfil the entitlement criteria set out above, and you are employed by the School as at the 15th week before your EWC, you will be entitled to SMP even if your employment is subsequently terminated for whatever reason.

13 **Maternity allowance:** If you do not qualify for SMP, you may be eligible for Maternity Allowance for the first 39 weeks of maternity leave. You should contact your local Jobcentre Plus office for further details.

14 **Rates:** The first six weeks of your SMP is paid at 90% of your average weekly earnings calculated over the Relevant Period. This is your average weekly earnings during the eight weeks ending with the 15th week before your EWC. The remaining 33 weeks is paid at the prescribed rate set by the government for the relevant tax year.

15 **Pay rises:** If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied during the Relevant Period. This is your average weekly earnings during the eight weeks ending with the 15th week before your EWC. This means that your SMP will be recalculated and increased retrospectively. The School shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable as a result of the pay rise.

16 **Benefits during maternity leave:** Whilst you are absent on maternity leave, you will continue to be entitled to receive the non-cash benefits provided under your contract of employment. For the avoidance of doubt, non-cash benefits do not include wages or salary.

Enhanced Occupational Maternity Pay (OMP)

17 **General:** If you are entitled to OMP, this shall be paid for a total of 18 weeks. If you are entitled to both OMP and Statutory Maternity Pay (SMP) the entitlements shall run concurrently and you will not receive more than your full pay when the two are combined.

18 **Entitlement:** You will be entitled to OMP provided you:

18.1 hold qualified teacher status (QTS);

18.2 have one year's continuous service as a teacher at by the 11th week before your Expected Week of Childbirth (EWC);

18.3 are in a teaching post at the time when you go on maternity leave; and

18.4 at the end of your maternity leave you return to work for a minimum period of 39 weeks at hours equivalent to those you worked before commencing maternity leave (school closure periods are included for this purpose). Should you decide to reduce your hours or not return to work you will be required to repay all additional pay and benefits paid through the OMP.

19 **Duration:** OMP is paid for a total of 18 weeks and is split into three levels of payment:

19.1 4 weeks at full pay. If you also qualify for SMP then your OMP will be inclusive of the SMP entitlement and you will not receive SMP separately.

19.2 2 weeks at 90% of your weekly pay. If you also qualify for SMP then your OMP will be inclusive of the SMP entitlement and you will not receive SMP separately

19.3 12 weeks at half pay. If you also qualify for SMP, this payment is made in addition to half pay. If you qualify for OMP and SMP you will not receive more than full pay when the two are combined.

20 **Maternity allowance:** If you do not qualify for SMP but you do receive Maternity Allowance, these payments will be offset against the OMP due.

21 **Return to work:** If you do not intend to return to work after your maternity leave you will only be entitled to SMP, provided you meet the qualifying criteria for SMP.

Keeping in touch

22 **Keeping in touch days:** You may work (including attending training) for up to ten days during your maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, can be set by agreement between you and the School.

23 **Before you return:** Shortly before you are due to return to work, the School may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

Return to work

24 **Notification:** The School will notify you of the date on which your maternity leave will end within 28 days of you notifying the School of your intention to take maternity leave in accordance with paragraph 2. If you wish to return to work earlier than the end of the full period of leave to which you are entitled you must notify the School in writing of your intention to do so not less than eight weeks before you expect to return to work. You will not under any circumstances be allowed to return to work during the two weeks immediately following childbirth. Failure to notify the School of your intention to return early may mean that your return to work is postponed.

25 **Returning late:** If you wish to return later than the end of your full period of leave, you should either request unpaid parental leave in accordance with the Parental Leave Policy, giving the School as much notice as possible, or request paid annual leave (if you are entitled to take leave at such a date). If you are unable to return to work due to sickness or injury, this will be treated as sickness absence. In any other case, late return will be treated as unauthorised absence.

26 **Return from OML:** You will be employed in the same position upon your return to work from OML that you occupied before your leave period began. You will be entitled to return on the same terms and conditions as if you had not been absent.

27 **Return from AML:** You will normally be able to return to the same position upon your return to work from AML that you occupied before your leave period began. If this is not reasonably practicable, you will be redeployed to a job which is suitable and appropriate for you in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled had you not been absent and with your seniority, pension rights and similar rights as they would have been if the period of employment prior to your AML period was continuous with the period of employment following it.

Deciding not to return

28 **Notification:** If you do not intend to return to work, or are unsure, it is helpful if you raise this as early as possible. If you decide not to return you should give notice of resignation in accordance with your employment contract. The amount of maternity leave left to run must be at least equal to your contractual notice period, otherwise you may be required to work for the remainder of the notice period. Once you have given notice, you cannot change your mind without our agreement. This does not affect your right to receive SMP.

Returning to work part-time

29 **Requests:** The School will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on case by case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the organisation. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

Shared Parental Leave

30 **Shared parental leave (SPL):** Subject to eligibility requirements, you may be entitled to SPL and pay. If you opt into the SPL scheme, you will forgo any remaining rights or entitlements under this Maternity Policy. Please see the School's SPL Policy for further details.

11. Paternity leave and pay policy

Introduction

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to paternity leave and pay.
- 2 **Relevant date:** Please speak to Head/Bursar if you intend to take paternity leave in respect of a child born or placed for adoption before 6 April 2024.]

Paternity leave

- 3 **Entitlement:** You are entitled to paternity leave if you meet all the following conditions:
 - 3.1 you have been continuously employed by us for at least 26 weeks ending with:
 - 3.1.1 in birth cases, the 15th week before the Expected Week of Childbirth¹;
 - 3.1.2 in adoption cases, the week in which you or your partner² are notified by an adoption agency that you / they have been matched with a child;
 - 3.2 you:
 - 3.2.1 are the biological father of the child; or
 - 3.2.2 have been matched with a child by an adoption agency; or
 - 3.2.3 are the spouse, civil partner or partner of the child's mother; or
 - 3.2.4 are the spouse, civil partner or partner of someone who has been matched with a child by an adoption agency;
 - 3.3 you:
 - 3.3.1 expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
 - 3.3.2 are the child's biological father and you expect to have some responsibility for the child's upbringing;
 - 3.4 your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.
- 4 **Duration:** Subject to eligibility you may take up to two weeks' paternity leave, either as one block of two weeks, or two separate weeks. Should you not wish to take the full amount you can take a single week. You are not able to take paternity leave in less than a weekly block.
- 5 **Timing:** Paternity leave can be taken from the date of the child's birth or adoption placement, but must end:
 - 5.1 in birth cases, within 52 weeks of the child's birth, or if they were born before the first day of the Expected Week of Childbirth, within 52 weeks of the first day of the Expected Week of Childbirth;
 - 5.2 in adoption cases, within 52 weeks of the child's placement.

Notice requirements

- 6 **General:** In order to take paternity leave, you must first serve the following notices on the School:

¹ **Expected Week of Childbirth:** the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth.

² **Partner:** someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

- 6.1 notice of your entitlement to take leave (using the "notification of paternity leave entitlement" form); and
- 6.2 notice of your intention to take a period of paternity leave using the "period of paternity leave notice" form. You will need to complete one of these forms for each period of paternity leave you wish to take.

The timescales for giving each type of notice are set out below.

- 7 **Notification of entitlement (birth):** If you wish to take paternity leave in relation to a child's birth, you must give us notice in writing by the end of the 15th week prior to the Expected Week of Childbirth (or, if this is not possible, as soon as you can) of your intention to do so and confirm:
 - 7.1 the Expected Week of Childbirth; and
 - 7.2 your declaration of eligibility to take paternity leave.
- 8 **Period of leave notice (birth):** For each occasion that you wish to take a period of paternity leave, you must give Head/Bursar further notice in writing of:
 - 8.1 when you would like to start your leave;
 - 8.2 whether you wish to take one or two weeks' leave; and
 - 8.3 your declaration that the purpose of the leave is to care for the child or support the child's mother.
- 9 **Timing of notice (birth):** You have different options in respect of when to start each period of leave. You must give at least 28 days' notice to the School of each period of leave, as follows:
 - 9.1 if you intend for the leave to start on the day of the child's birth, you must return your period of leave notice at least 28 days before the first day of the Expected Week of Childbirth;
 - 9.2 if you intend for the leave to start a certain number of days after the child's birth, you must provide 28 days' notice (if your child has not been born, count the number of days using the first day of the Expected Week of Childbirth as the reference date); if you intend for the leave to start on a pre-determined date (to be no earlier than the first day of the Expected Week of Childbirth), you must return your period of leave notice at least 28 days before that pre-determined date.
- 10 **Notification of entitlement (adoption):** If you wish to take paternity leave in relation to the adoption of a child, you must give us notice in writing no more than seven days after you and / or your spouse, civil partner or partner were notified of having been matched with the child (or, if this is not possible, as soon as you can) of your intention to do so and confirm:
 - 10.1 the date on which you and / or your spouse, civil partner or partner were notified of having been matched with the child, together with the expected placement date³; and
 - 10.2 your declaration of eligibility to take paternity leave.
- 11 **Period of leave notice (adoption):** For each occasion that you wish to take a period of paternity leave, you must give Head/Bursar further notice in writing within seven days of the date on which the child's adopter is notified of having been matched for adoption, of:
 - 11.1 when you would like to start your leave;
 - 11.2 whether you wish to take one or two weeks' leave; and
 - 11.3 your declaration that the purpose of the leave is to care for the child or support the child's adopter.

³ **Expected placement date:** the date on which an adoption agency expects that it will place a child into your care with a view to adoption.
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- 12 **Timing of notice (adoption):** You have different options in respect of when to start each period of leave. You can start the leave:
- 12.1 on the date on which the child is placed for adoption;
 - 12.2 a set number of days after the child is placed for adoption; or
 - 12.3 on a predetermined date, which has to be no later than the first day of the child's placement for adoption.
- 13 **Changing your leave date:** Where you are to take paternity leave in respect of a child's birth or adoption, you can give us written notice to vary the start date of your leave from that which you originally specified. You must inform Head/Bursar of your updated plans at least 28 days before the original date stated in your period of leave notice, or the revised start date, whichever is earlier.

Statutory Paternity Pay

- 14 **Statutory pay:** If you take paternity leave in accordance with this policy, you will be entitled to Statutory Paternity Pay (**SPP**) if, during the Relevant Period⁴, your average weekly earnings are not less than the lower earnings limit set by the government.
- 15 **Rate:** SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

Benefits and pensions during paternity leave

- 16 **Benefits:** During paternity leave, you will continue to be entitled to receive the non-cash benefits provided under your contract of employment. For the avoidance of doubt, noncash benefits do not include wages or salary.

Returning to work

- 17 **Entitlement:** You are normally entitled to return to work following paternity leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent. However, if you have combined your paternity leave with a period of:
- 17.1 shared parental leave (**SPL**); or
 - 17.2 parental leave of more than four weeks; and
 - 17.3 it is not reasonably practicable for you to return to the same job,
- we will offer you a suitable and appropriate alternative position.
- 18 **Return to work:** Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements on your return. This may cover updating you on any changes that have occurred during your absence and any training needs you might have.
- 19 **Postponing your return:** If you wish to postpone your return from paternity leave, you should either:
- 19.1 request SPL in accordance with our SPL policy, giving as much notice as possible but not less than eight weeks; or
 - 19.2 request unpaid parental leave in accordance with our parental leave policy, giving us as much notice as possible but not less than 21 days; or

⁴ In birth cases Relevant Period means the eight-week period ending with the 15th week before the Expected Week of Childbirth. In adoption cases Relevant Period means the eight-week period ending immediately before the week in which you or your spouse, civil partner or partner were notified of being matched with the child.

- 19.3 request paid annual leave in accordance with your contract, which will be at our discretion.
- 20 **Unable to return:** If you are unable to return to work from paternity leave as expected due to sickness or injury, this will be treated as sickness absence and our sickness policy will apply. In any other case, a late return will be treated as unauthorised absence.
- 21 **Flexible working:** We will consider any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case by case basis, in accordance with our flexible working policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.
- 22 **Resigning from employment:** If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.

Shared parental leave

- 23 **Shared parental leave:** You are not entitled to take paternity leave if you have already taken a period (of any duration) of shared parental leave in respect of this child. Subject to eligibility requirements, you may be entitled to take shared parental leave after paternity leave. Please see the School's shared parental leave policy for further details.

12.Shared parental leave policy

Introduction

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlements and the School's position in respect of shared parental leave and pay.
- 2 **Shared parental leave:** Shared parental leave (SPL) is available to working parents following the birth or adoption of a child. It applies in respect of children who are expected to be born, or where an adoption agency is expected to place a child with parents, on or after 5 April 2015.
- 3 **Aims:** The SPL regime is aimed at enabling eligible parents to choose how to care for their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how best to care for their child.
- 4 **Definitions:** This policy will use the following terms, which for the purpose of this policy shall have the following meanings:
- 4.1 parent: one of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father);
- 4.2 partner: spouse, civil partner or someone living with another person in an enduring family relationship, but not a sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew;
- 4.3 expected week of childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

Eligibility for SPL

- 5 **Eligibility general:** Not everyone will meet the criteria to qualify for SPL but even those who are eligible may find that other arrangements are more appropriate to their family plans and circumstances. Parents should give serious consideration to the options available and which will be most beneficial to their situation. If you opt in to the SPL scheme, you will forgo any remaining rights under the School's Maternity or Adoption Policy.
- 6 **Informal discussions:** If you would appreciate the opportunity to discuss the types of family related benefits available to you, on an informal basis, please do contact the Head / to discuss your options in detail.
- 7 **Eligibility (birth):** You are entitled to SPL in relation to the birth of a child if:
- 7.1 you are the child's mother, and share the main responsibility for the care of the child with the child's father (or your partner, if the father is not your partner);
- 7.2 you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- 7.3 you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).
- 8 **Eligibility (adoption):** You are entitled to SPL if:
- 8.1 an adoption agency has placed a child with you and / or your partner for adoption; and
- 8.2 you intend to share the main responsibility for the care of the child with your partner.
- 9 **Conditions:** The following conditions must also be fulfilled:
- 9.1 you have been continuously employed by the School for 26 weeks at the end of the 15th week before the expected week of childbirth (EWC) or the week the adoption agency notifies you that

you have been matched with a child for adoption and still be employed by the School in the week before the leave is to be taken; and

9.2 the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC or the week the adoption agency notifies you that you have been matched with a child for adoption and had average weekly earnings of at least £30 during 13 of those weeks; and

9.3 you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP), periods of maternity allowance (MA) or adoption allowance (AA), statutory adoption leave (SAL) or statutory adoption pay (SAP).

10 **Entitlement:** The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother or the primary adopter on maternity or adoption leave (or the weeks in which the mother or primary adopter has been in receipt of SMP, MA, AA or SAP if the mother or your partner is not entitled to maternity or adoption leave).

11 **Compulsory maternity or adoption leave:** If you are the mother or primary adopter you cannot start SPL until after the compulsory maternity or adoption leave period, which lasts until two weeks after birth or placement.

12 **Paternity leave:** If you are the child's father or the mother's partner, or if your partner is claiming SAP, you may be entitled to paternity leave and pay. For further details please refer to the School's paternity leave policy. You should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is in addition to your paternity leave entitlement.

Choosing the SPL and pay regime

13 **Choosing SPL:** Parents who wish to choose the SPL regime will need to comply with the notification requirements which are set out within this policy. We may also require you to provide further evidence of eligibility. The details are provided below but in overview the steps required are:

13.1 step 1 - Provision of a curtailment notice - bringing maternity or adoption leave (and pay) to an end. See Form 1;

13.2 step 2 - Provision of an opt-in notice - entitlement and intention to take SPL. See Forms 2a or 2b;

13.3 step 3 - Provision of the period of leave notice - requesting SPL dates. See Form 3.

14 **Consequences of choosing SPL:** Parents should familiarise themselves with the consequences of opting in to SPL before making any decisions. Mothers and primary adopters will reduce their own maternity or adoption leave by choosing SPL and may also forgo any right to enhanced maternity or adoption pay accordingly.

Ending maternity or adoption leave

15 **Curtailment notice:** If you are the child's mother or the primary adopter and are still on maternity or adoption leave, you must give us at least eight weeks' written notice to end your maternity or adoption leave before you can take SPL. The curtailment notice must state the date your maternity or adoption leave will end. You can give the notice before or after you give birth or adoption leave starts, but you must take your two weeks' compulsory maternity or adoption leave.

16 **Opt-in to SPL:** As explained further below, you must also give us, at the same time as the curtailment notice, a notice to opt-in to the SPL scheme or a written declaration that the child's father or your partner has given his or her employer an opt-in notice and that you have given the necessary declarations in that notice.

17 **Other employer:** The other parent or your partner may be eligible to take SPL from their employer before your maternity or adoption leave ends, provided you have given the curtailment notice.

18 **Revocation:** The curtailment notice is usually binding and cannot be revoked. Please do consider your options very carefully before completing a revocation notice (see Form 5) to end your maternity or adoption leave period and notice to opt-in to SPL. You can only revoke a curtailment notice if maternity or adoption leave has not yet ended and one of the following applies:

18.1 if you realise that neither you nor the other parent are in fact eligible for SPL or statutory shared parental pay (ShPP), you can revoke the curtailment notice in writing up to eight weeks after it was given;

18.2 if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or

18.3 if the other parent dies.

Opting-in to SPL and pay

19 **Opting-in:** If you decide to choose the SPL regime, at the same time as providing the curtailment notice you must give the School a written opt-in notice, not less than eight weeks before the date you intend your SPL to start, confirming:

19.1 your name and the name of the other parent or your partner's name;

19.2 if you are the child's mother, the start and end dates of your maternity leave or if you are taking adoption leave, the start and end dates of your adoption leave;

19.3 if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or period of MA;

19.4 if your partner is taking adoption leave, the start and end dates of your partner's adoption leave, or if your partner is not entitled to adoption leave, the start and end dates of any SAP or period of AA;

19.5 the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP, MA, SAL, SAP or AA period taken or to be taken by you or your partner;

19.6 how much of the available SPL will be allocated to you and how much to the other parent or your partner. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);

19.7 if you are claiming ShPP, the total ShPP available, which is 39 weeks minus the number of weeks of the SMP, MA, SAP or AA period taken (or to be taken);

19.8 how much of that will be allocated to you and how much to the other parent or your partner. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);

19.9 declarations by you and the other parent or your partner that you meet the statutory conditions for entitlement to SPL and ShPP;

19.10 confirmation by you and the other parent or your partner that you recognise that there is no enhanced ShPP and that any entitlement to enhanced maternity or adoption pay will cease when SPL commences; and

19.11 an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions. You can talk to us at any time about your proposed plans for SPL prior to issuing us with a formal period of leave notice.

Evidence of entitlement

20 The School has the right to ask you to provide evidence of entitlement within 14 days of receiving your notice opting-in to SPL. You must also provide within 14 days of a request:

20.1 a copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); or

20.2 one or more documents from the adoption agency showing the agency's name and address, and the expected placement date; and

20.3 the name and address of the other parent's, or your partner's, employer (or a declaration that they have no employer); and

20.4 we may also ask the other parent or your partner to provide their consent for us to contact their employer in order to coordinate arrangements.

Notification of periods of SPL and providing intended dates

21 **Dates:** Having opted into the SPL system you will need to give a period of leave notice informing the School of the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable.

22 **Timing of SPL:** If you are the child's father or the mother's partner, or if your partner is taking adoption leave, you will only be able to take SPL once the mother or primary adopter has either:

22.1 returned to work;

22.2 given her employer a curtailment notice to end maternity or adoption leave;

22.3 given her employer a curtailment notice to end her SMP or SAP (if they are entitled to SMP or SAP but not maternity or adoption leave); or

22.4 given a curtailment notice to the Benefits Office to end her MA or AA (if she is not entitled to maternity or adoption leave, SMP or SAP).

23 **Periods of leave:** You may either request a single continuous block of SPL or alternatively, discontinuous periods of leave.

24 **Single leave period:** If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

25 **Multiple periods of leave:** You are able to give up to three period of leave notices.

Requesting discontinuous periods of SPL

26 **Discontinuous leave:** In general, a period of leave notice should set out a single continuous block of leave. The School may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least one week) with periods of work in between. It is best to discuss this with the Head in advance of submitting any formal period of leave notices. This will give the School more time to consider the viability of your proposed pattern of leave.

27 **Discussion:** If we are unable to agree to your request straight away, there will be a two week discussion period which will likely include a meeting with you, where we can consider how and whether the request, or a modified version of it, can be agreed. At the end of that period, we will confirm any agreed arrangements in writing.

28 **Refusal:** If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if

you requested three separate periods of four weeks each, you will be entitled to one 12-week period of leave). Alternatively, you may:

28.1 choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two week discussion period; or

28.2 withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted).

29 **Grounds for refusal of discontinuous leave:** The School will consider all requests for discontinuous periods of leave but the School is not obliged to agree to these. The School will weigh up the potential benefits to the employee and to the School and with any adverse impact for the School. Each request will be considered on its own facts taking into account factors including the budgetary implications, impact on the continuity of the education of the School's pupils, whether the dates coincide with challenging or busy periods in the School's calendar or with preparation for exams, or may cause staffing or cover concerns. This list is not exhaustive.

Changing the dates or cancelling your SPL

30 **Cancellation:** You can cancel a period of leave by notifying us in writing at least eight weeks before the start date communicated in the period of leave notice (see Form 4).

31 **Change:** You can change the dates for a period of leave by giving us at least eight weeks' notice in writing (see Form 4) before the original start date and by communicating the new start date.

32 **Born early:** You do not need to give eight weeks' notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases please notify us in writing of the change as soon as you can.

33 **Notice:** A notice to cancel or change a period of leave will count as one of your three period of leave notices, unless:

33.1 the variation is a result of your child being born earlier or later than the EWC or as a result of the child being placed with you earlier or later than the expected placement date;

33.2 the variation is at our request; or

33.3 we agree otherwise.

Shared parental pay (ShPP)

34 **General:** Eligible employees may be entitled to up to 37 weeks of ShPP, whilst taking SPL. This is reduced by any weeks of SMP, SAP, MA or AA claimed by you, the other parent or your partner. The remainder of your SPL will be unpaid. ShPP is paid at the prescribed rate set by the government for the relevant tax year.

35 **Eligibility for ShPP:** You will be entitled to ShPP provided you have complied with the notification requirements above, you have been continuously employed by the School for 26 weeks at the end of the 15th week before the EWC, and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is only payable during a week where you intend to care for the child.

36 **Allocation of ShPP:** The opt-in notice should set out how you and your partner or the other parent intend to allocate any entitlement to ShPP between you.

37 **Benefits during SPL:** Whilst you are absent on SPL, you will continue to be entitled to receive the non-cash benefits provided under your contract of employment. For the avoidance of doubt, non-cash benefits do not include wages or salary.

Keeping in touch

38 **Informal discussion:** Before your SPL starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

39 **Shared Parental Leave In Touch days (SPLIT days):** You may work (including attending training) for up to 20 SPLIT days during your SPL without bringing your SPL or ShPP to an end. This is in addition to any keeping in touch days that you may have taken during maternity or adoption leave. The arrangements, including pay, can be set by agreement between you and the School.

40 **Before you return:** Shortly before you are due to return to work, the School may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may include updating you on any changes that may have occurred, discussing any necessary training and any changes to working arrangements.

Returning to work

41 **Returning early:** If you wish to return to work earlier than the end of the period of leave requested you must notify the School in writing of your intention to do so not less than eight weeks before your expected return to work. You will not under any circumstances be allowed to return to work during the two weeks immediately following childbirth or the placement of a child with you. Failure to notify the School of your intention to return early may mean that your return to work is postponed.

42 **Returning late:** If you wish to return later than the end of your full period of leave, you should either submit a new period of leave notice at least eight weeks before the date you were due to return to work, request unpaid parental leave in accordance with the parental leave policy (giving the School as much notice as possible), or request paid annual leave (if you are entitled to take leave at such a date). If you are unable to return to work due to sickness or injury, this will be treated as sickness absence. In any other case, late return will be treated as unauthorised absence.

43 **Return from SPL:** You will be employed in the same position upon your return to work from SPL that you occupied before your leave period began. You will be entitled to return on the same terms and conditions as if you had not been absent if your leave period has been 26 weeks or less.

44 **Returning after 26 weeks' leave:** if your SPL and any maternity, adoption or paternity leave you have taken is more than 26 weeks in total (whether or not taken consecutively) or if you took SPL consecutively with more than four weeks' ordinary parental leave (under the School's parental leave policy), and it is not reasonably practicable for you to return to the same position upon your return to work, you will be redeployed to a job which is suitable and appropriate for you in the circumstances. You will be entitled to return on terms and conditions no less favourable than you would have been entitled to had you not been absent, and with the seniority, pension rights and similar rights as you would have had if the period of employment prior to your SPL period was continuous with the period of employment following it.

Deciding not to return

45 **Notification:** If you do not intend to return to work, or are unsure whether to return, it is helpful if you raise this with the School as early as possible. If you decide not to return you should give notice of resignation in accordance with your employment contract. The amount of SPL left to run must be at least equal to your contractual notice period, otherwise you may be required to work for the remainder of the notice period. Once you have given notice, you cannot change your mind without our agreement.

Returning to work part-time

46 **Requests:** The School will deal with any requests by employees to change their working patterns (such as working part-time) after SPL on a case by case basis. There is no absolute right to insist on working part-time, but we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the School. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working policy.

13. Domestic incident leave policy

1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to domestic incident leave.

2 **Entitlement:** You are entitled to unpaid leave from work where this is necessary to cover emergencies or unforeseen situations. The School recognises the following as constituting a situation entitling you to a period of leave:

2.1 the sudden injury or illness of a dependant, or where a dependant is assaulted

2.2 when a dependant gives birth

2.3 the unexpected cancellation of childcare arrangements

2.4 the death of a dependant necessitating arrangements for and attendance at the funeral

2.5 the unexpected breakdown in care arrangements for a dependant

2.6 the birth of a child for whom you have parental responsibility.

3 **Other reasons:** Any request for leave for a reason not included in the paragraph above will be considered by the School.

4 **Notice:** Whenever practicable, you will be required to request the leave of absence from your Head of Department giving at least one day's notice. Where this is not possible, you (or someone else on your behalf) should contact your Head of Department as soon as practically possible giving the reason for the absence and its likely duration.

5 **Notification:** Where the absence lasts for more than one day, you are expected to notify the School before 8.00 am on each working day until your return to work.

6 **Duration of absence:** Other than in the most exceptional circumstances, the School would not expect the absence to last more than one or two working days.

7 **Abuse of entitlement:** The School may require explanation and evidence justifying your request for leave. Unauthorised absence or abuse of this policy may constitute gross misconduct and disciplinary action may be taken against you.

14. Statutory Parental Bereavement Leave

1. **Entitlement:** You may be entitled to two weeks' Statutory Parental Bereavement Leave from work in the event of a death of a child under the age of 18 (including a still birth after 24 weeks of pregnancy).
2. **Eligibility:** The right to Statutory Parental Bereavement Leave and pay will be available to all legal parents, as well as legal guardians and individuals who have obtained court orders giving them day-to-day responsibility for caring for the child. This includes an adoptive parent, prospective adopter, intended parent under a surrogacy arrangement, a parent "in fact" (someone looking after the child in that person's own home for the last four weeks), or that person's partner, but not a paid carer.
3. **Timing:** Statutory Parental Bereavement Leave will need to be taken either as a single block of two weeks or as two separate blocks of one week, and the leave will need to be taken during the period of 56 weeks from the date of the of the child's death.
4. **Parental Bereavement Pay:** Statutory Parental Bereavement Leave will be paid at the prescribed rate set by the government for the relevant tax year.
5. **Notice:** No notice will be required to be given for Statutory Parental Bereavement Leave taken within the firsts seven weeks after a child's death, but where Parental Bereavement Leave is taken during or after the eighth week after a child's death, you will be required to give one week's notice of your intention to take leave.
6. **Interaction with Compassionate leave:** The School also has a discretionary compassionate leave policy. The period of leave that you will be entitled to will either be under the Statutory Parental Bereavement Leave policy or under the Compassionate Leave policy (whichever is the greater).
7. **Support:** The School wants to support any employees who are suffering after a bereavement refer to counselling line or other support. Should you have any particular needs please do speak with your line manager.

15. Parental Leave Policy

1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to parental leave. Note that this should not be confused with paternity leave, which is dealt with in the School's Paternity Leave and Pay Policy or shared parental leave which is dealt with in the School's Shared Parental Leave Policy.

2 **Conditions:** If you have been continuously employed by the School for a year or more and have responsibility for a child then you are entitled to a period of parental leave.

3 **Entitlement:** Your entitlement to parental leave shall be no more than 18 weeks per child in total and will lapse when your child attains the age of 18.

4 **Request:** To request parental leave you should complete the Request for Parental Leave form and hand it to the Head not less than 21 days before the leave period is required. Leave can only be taken as whole weeks and any fraction of a week will be treated as a whole week except where leave is required to care for a child who is in receipt of Disability Living Allowance.

5 **Postponement:** The School reserves the right to postpone any request for parental leave for up to six months if it is considered that the operation of the School would be unduly disrupted by the requested leave. In such circumstances you will be given notice of this within seven days of your initial request for the leave. This paragraph will not apply in cases where the parental leave is requested from the day of the child's birth or adoption.

6 **Length of leave:** You may not take more than four weeks parental leave per child in any one calendar year.

7 **Unpaid leave:** The period of any leave under this policy will be unpaid.

8 **Return to work:** For periods of leave of four weeks or less you can expect to return to the same position within the School that you were in prior to the leave period. However, for longer periods of leave, whilst every effort will be made to accommodate you in the same position, if this is not practicable a similar position on no less favourable terms and conditions will be offered.

16. Carer's Leave

- 1 **Entitlement:** You have a statutory right to take one week's unpaid carer's leave per rolling 12 month period. The right applies where you have a dependant with a long-term care need, and you need to be absent from work to provide or arrange their care. It is not necessary to have any minimum length of service in order to qualify for the right to take statutory carer's leave.
- 2 **Dependant:** For these purposes, a dependant is your spouse or civil partner, your child, your parent, any person who lives in the same household as you (other than a lodger, tenant, boarder or employees), or any other person who would reasonably rely on you to provide or arrange care.
- 3 **Long-term care need:** A long-term care need is an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months; a condition that amounts to a disability under the Equality Act 2010; or care required for a reason connected to old age.
- 4 **Exclusion for general childcare:** Other than where your child has a long-term care need as explained above, the provision of general childcare is excluded under the right to statutory carer's leave.
- 5 **Length of carer's leave:** You are entitled to take up to one week of statutory carer's leave in each 12 month rolling period. You are not entitled to one week of leave for each of your dependants. If you work on a year-round basis, a week of carer's leave is the same length as your normal working week. If you work on a term-time only basis or according to any other part-year or irregular hours working pattern, your entitlement to carer's leave will be calculated on a pro-rated basis (based on your average your working hours over the last 52 weeks, to include periods you have spent not working). Your individual entitlement will be confirmed to you at the time of making the request by Head.
- 6 **Taking leave:** You can choose to take statutory carer's leave in one continuous block, as individual days, or as half days. You may not take less than one half day of leave at a time.
- 7 **Giving notice to take leave:** You must complete the Carer's Leave Request Form and return it to Head as notice of your intention to take statutory carer's leave. You must give as much notice as possible. As a minimum, you must give twice the length of notice as the amount of leave you request, and in any event you must always give a minimum of three days' notice. If you do not give the correct notice, it might not be possible to grant your request to take leave on your preferred date(s).
- 8 **Approval of request to take leave:** Your request to take statutory carer's leave must be approved in advance by Head/Bursar.
- 9 **Pay during carer's leave:** Any time you spend on statutory carer's leave will be unpaid.
- 10 **Benefits during carer's leave:** Whilst you are absent on carer's leave, you will continue to be entitled to receive the non-cash benefits provided under your contract of employment. For the avoidance of doubt, non-cash benefits do not include wages or salary.
- 11 **Postponement of carer's leave:** The School will, as far as possible, accommodate your preferred date(s) for taking statutory carer's leave. However, it may sometimes be necessary for the School to postpone your leave if taking the leave on the date(s) proposed in the Carer's Leave Request Form would be unreasonably disruptive to the School. If the School needs to postpone your leave, we will write to you within seven days of receipt of your Carer's Leave Request Form in order to explain the reason for the postponement and the alternative date(s) on which your leave can be taken.
- 12 **Consultation:** We will consult with you with a view to agreeing alternative date(s) for you to take your leave. The alternative date(s) would be of the same duration as the period identified in your Carer's Leave Request Form and your re-arranged leave would start no later than one month after the earliest date proposed in your Carer's Leave Request Form.

Following this period of consultation, we will provide written notice explaining the reason for the postponement and setting out the agreed alternative date(s) for you to take the leave.

- 13 **Cancelling carer's leave:** If you wish to cancel or re-arrange your carer's leave, you must inform Head before your leave starts. You are not entitled to cancel leave that has already begun.
- 14 **Returning to work:** Following the end of your carer's leave, you are entitled to return to the same position on the same terms and conditions as before your leave. Your continuity of employment will be unaffected.

17. Flexible working policy

Introduction

- 1 **Purpose:** This policy is intended to provide guidance on your statutory entitlement to request flexible working. The School will consider all Requests in a reasonable manner and in accordance with this policy.

- 2 **Timeframes:** Requests will be considered and a decision reached (including the outcome of any appeal) within two months from receipt of the Request, unless mutually agreed otherwise. The timeframes set out in this policy are otherwise indicative only and may be extended or varied at the School's reasonable discretion.
- 3 **Consideration:** The School will consider each Request on a case by case basis. The fact that the School has been able to agree one Request does not necessarily mean that the School will be able to agree future Requests.

Right to request flexible working

- 4 **Entitlement:** All employees have the statutory right to request a change to one or more of the terms and conditions of employment referred to in the paragraphs below (**Request**).
- 5 **Eligibility:** You are able to make up to two Requests in a 12 month period. You must not make a Request if a Request you made previously remains under consideration.
- 6 **Type of request:** Your Request must relate to one or more of the following terms and conditions of employment:
 - 6.1 your hours of work;
 - 6.2 your times of work;
 - 6.3 whether you carry out work from home or your normal place of work.
- 7 **Making a Request:** You must make your Request in writing by completing the Flexible Working Request Form and passing it to the [Head/Bursar. You should set out the reasons for your request (in particular if your request is to meet caring responsibilities or on health grounds), your current working pattern, the working pattern you would like to work in future, and when you would like the change to be effective from.
- 8 **Consultation meeting:** As soon as possible, but in any event usually within 7 days of your Request being received by the School, the School will either:
 - 8.1 notify you in writing that your Request has been agreed, stating the variation agreed to and the date from which it is to take effect; or
 - 8.2 invite you to a meeting to discuss your Request (**Consultation Meeting**). The Consultation Meeting will normally be held by the Head of Department. The Consultation Meeting will normally be held at the School during working hours unless this is inconvenient to either you or the School.
- 9 **Right to be accompanied:** You have the right to be accompanied to the Consultation Meeting by a fellow worker or a trade union representative.
- 10 **Considerations:** On receipt of a Request the School will carefully consider the benefits of the requested changes in working conditions for you and the School and weigh these against any adverse impact of implementing the changes. Where a Consultation Meeting is arranged, this will provide an opportunity for a discussion to take place with you, so that the full impact of your Request can be understood, together with the benefits it would offer for you and the School, any challenges presented by the Request and any practical considerations involved in its implementation.
- 11 **Grounds for refusal:** Your Request (and your appeal) may be refused where the School considers that one or more of the following grounds apply:
 - 11.1 the Request would, if agreed, impose a burden of additional costs on the School;
 - 11.2 the Request would, if agreed, have a detrimental effect on the ability to meet parents', guardians' or carers' or pupils' demands;
 - 11.3 the School is unable to reorganise work among existing staff;
 - 11.4 the School is unable to recruit additional staff;

- 11.5 the Request would, if agreed, result in a detrimental impact on the level of quality at the School;
 - 11.6 the Request would, if agreed, result in a detrimental impact on the level of performance at the School;
 - 11.7 the work available to be done during the periods you propose to work under your Request would be insufficient;
 - 11.8 planned structural changes mean that the School cannot agree to your Request.
- 12 **Existing working arrangements:** If existing flexible working arrangements within the School mean that it will be difficult to agree a Request, the School will consider whether it is appropriate in the circumstances to ask other staff if they wish to volunteer changing their own working arrangements.]
- 13 **Notification of decision:** As soon as possible, but in any event usually within 7 days of the Consultation Meeting, the School will notify you in writing of the decision. Where the School agrees to your Request, the School will also confirm the variation agreed to and the date from which it is to take effect. Where your Request is not agreed, the School will also confirm the grounds for refusal, explaining why the grounds apply in the circumstances and also confirm your right to appeal.

Appeal

- 14 **Your right to appeal:** You have the right to appeal the School's decision not to agree to your Request. Such an appeal must be exercised in writing within 7 days after the day the School's decision is given, giving full details of why you wish to appeal. Your notice of appeal must be dated and sent to the Head.
- 15 **Appeal meeting:** The School will hold a meeting to discuss your appeal as soon as possible, but in any event usually within 7 days of the date of your notice of appeal. The appeal meeting will be held by a person who has not been involved in the Consultation Meeting. The appeal meeting will normally be held at the School during working hours unless this is not convenient to either you or the School.
- 16 **Right to be accompanied:** You may be accompanied to the appeal meeting by a fellow worker or a trade union representative.
- 17 **Notification of appeal decision:** The School will notify you in writing of its decision on your appeal as soon as possible, but in any event usually within 7 days of the appeal meeting. Where the School upholds your appeal, the School will also specify the variation agreed to and the date from which it is to take effect. Where your appeal is dismissed, the School will also confirm the grounds for refusal and explain why the grounds apply in the circumstances.

General

- 18 **Withdrawal of application:** You may withdraw your Request or your appeal at any time before the School reaches a decision. The School may regard your application as withdrawn (and will notify you as such) where you have failed without good reason to attend a Consultation Meeting or an appeal meeting more than once, or you have refused without good reason to provide the School with the information that is required to assess whether the Request should be agreed. If you withdraw a Request, that Request will still be taken into account when determining if you have made two Requests in a 12-month period.

18. Capability procedure

Introduction

- 1 **Flexibility:** The School will follow a fair procedure in the event that action under the capability procedure is necessary but this procedure does not have contractual effect. There may be occasions when the School considers it appropriate to change or omit parts of the procedure.

2 **Amendments:** If the School amends the procedure from time to time, you will be given advance notice of the amendments.

3 **Conduct:** This procedure does not apply to misconduct or incompetence, incapacity or other poor performance which is attributable to misconduct.

13.1. Standards

4 **Teachers' Standards:** The following non-exhaustive list of teaching standards are expected by the School as a minimum. A teacher must meet the standards outlined in Part 1, Teaching and Part 2 Personal and Professional Conduct of the teacher's standards.

- 4.1 set high expectations which inspire, motivate and challenge pupils;
- 4.2 promote good progress and outcomes by pupils;
- 4.3 demonstrate good subject and curriculum knowledge;
- 4.4 plan and teach well structured lessons;
- 4.5 adapt teaching to respond to the strengths and needs of all pupils;
- 4.6 make accurate and productive use of assessment;
- 4.7 manage behaviour effectively to ensure a good and safe learning environment;
- 4.8 fulfil wider professional responsibilities.

The procedure

5 **Investigation:** As a first step any capability issue will be investigated. If, after investigating the matter, it appears that there are no reasonable grounds for concern, you will be informed of this in writing and, if relevant, allowed to return to work as normal.

6 **Next stage:** If it is considered necessary to take formal action in respect of issues relating to your performance a Capability Meeting will be arranged.

7 **Information:** You will be given reasonable advance notice of the timing and location of the Capability Meeting and will be told, in writing, the purpose of it and the basis of the concern. You will be provided with a copy of any documents which may be referred to at the Capability Meeting and invited to submit any relevant documents. You will be given a reasonable opportunity to consider your response to this information.

8 **Right to be accompanied:** You may be accompanied to the Capability Meeting by a colleague or trade union official.

9 **Capability meeting:** The Head / Deputy Head will conduct the Capability Meeting and your Head of Department may be asked to attend. You must take all reasonable steps to attend the Capability Meeting. The meeting will address your performance and discuss any measures needed to correct and improve this. You or the person accompanying you will be able to ask questions and put forward your point of view. You may request an adjournment if you need to consult the person accompanying you. Whenever possible the School will offer reasonable assistance and time to help you improve. The following will be considered and discussed with you at the meeting:

- 9.1 concerns relating to your performance
- 9.2 your response
- 9.3 the respects in which your performance has fallen short of the required standards
- 9.4 suggestions as to any appropriate support / training / supervision which could improve your performance

9.5 the time in which performance must improve and the method by which your performance will be monitored

9.6 the likely consequence of further instances of poor performance or a failure to improve within a specified time.

Action

10 **Outcomes:** Following the Capability Meeting, the following steps may be taken:

10.1 **written warning requiring improvement:** if your performance is not meeting the required standard, the Head / Deputy Head will write to you indicating the details of the poor performance and the time period for improvement. You will be advised that it constitutes the first stage of the formal procedure;

10.2 **final written warning:** in the event of a more serious failing, if you fail to improve within the time referred to in the previous written note or you are found to have fallen short of the required standard in any other respect, you will be given a final written warning which will set out the details of poor performance and the time period for improvement;

10.3 **dismissal:** if you fail to improve within the time specified in the final written warning or you have fallen short of the required standards in any other respect, you may be dismissed immediately with notice.

11 **Communication of decision:** You will be notified of the School's decision in writing as soon as reasonably practicable. If the concern is upheld, you will be informed of the outcome and your right to appeal the decision.

12 **Currency of warnings:** All written notes requiring improvement which are issued following a Capability Meeting will remain in effect for a period of 12 months from the date of issue unless otherwise advised to you. A final written warning will remain in effect for a period of 24 months from the date of issue unless you are otherwise advised. Copies will be placed on your personnel file.

Appeal

13 **Right of appeal:** You have the right to appeal to an Appeal Panel against any decision made following the Capability Meeting if you are dissatisfied with it. You should notify the Head / Deputy Head in writing within five working days of being notified of a decision, giving full details of why you wish to appeal.

14 **Appeal procedure:** The Appeal Panel will arrange a review meeting or a fresh capability meeting which will take place as soon as reasonably practicable and you will be informed in advance of its timing and location. You must take all reasonable steps to attend the appeal meeting. There shall be no right to appeal from the decision of the Appeal Panel. The Appeal Panel will be entitled to reach a different conclusion and impose a different outcome (although not greater) than that imposed after the Capability Meeting.

15 **Appeal panel:** The Appeal Panel shall not include anyone involved in the Capability Meeting and may comprise one or more persons. As far as reasonably practicable, the person chairing the Appeal Panel will be someone holding a more senior position than the person chairing the Capability Meeting. You will be informed in writing of the Appeal Panel's decision as soon as reasonably practicable.

16 **Right to be accompanied:** You may be accompanied to the appeal hearing by a colleague or trade union official.

17 **Employment status:** If an appeal is made against a dismissal decision, that dismissal decision will have immediate effect so that the period of notice began at the date given in the dismissal decision. If having been dismissed you are reinstated on appeal, your continuity of employment will be unaffected.

19. Disciplinary rules

1. **Introduction:** These rules should be read in accordance with the School's Disciplinary Procedure. It is the contractual duty of every member of staff to observe the rules set out below.
2. **Safeguarding:** The welfare of children is placed at the centre of the School and its culture and School's policies are designed to ensure that all those who work in the School and may have contact with children are clear on the rules of conduct and the expectations of the School. Children place trust in those connected to the School creating obligations which we must all meet to ensure the successful outcomes achieved by the children in our care.
3. **Rules of conduct:** Whilst employed by the School, you should at all times maintain professional and responsible standards of conduct. In particular, you should:
 - a) observe the terms and conditions of your contract of employment;
 - b) ensure that every pupil feels safe and protected from any form of abuse and actively commit to safeguarding and promoting the welfare of children and young people;
 - c) ensure that you understand and follow the School's Code of Conduct for Staff enclosed within this Employment Manual;
 - d) observe all other policies and procedures included in the Employment Manual or otherwise notified to you from time to time;
 - e) comply with all reasonable advice given by staff who are senior to you;
 - f) act at all times in good faith and in the best interests of the School, its pupils, parents, guardians or carers and staff;
 - g) uphold public trust in the profession and maintain high standards of ethics and behaviour; and
 - h) have an understanding of, and always act within, the statutory frameworks which set out your professional duties and responsibilities.
4. **Instances of misconduct:** The following is a non-exhaustive list of offences which amount to misconduct falling short of gross misconduct:
 - a) lateness;
 - b) unauthorised absence from work;
 - c) inappropriate standard of dress;
 - d) smoking on School premises;
 - e) contravention of minor safety regulations; or
 - f) disruptive behaviour.
5. **Gross misconduct:** You must not commit any act of gross misconduct. Any such act will result in your dismissal without notice. Gross misconduct includes but is not limited to the examples set out below, offences of a similar nature and attempts to commit such offences.

Examples of gross misconduct:

- a) failure to comply with the School's Code of Conduct, the School's IT Acceptable Use Policy or the School's Social Media Policy;
- b) failure to comply with the School's Child Protection and Safeguarding Policy and Procedures and a failure to commit to safeguarding and promoting the welfare of children and young people;

- c) failure to notify the School of any child protection investigation of you or any member of your household;
- d) failure to immediately notify the School of any arrest, charge or conviction of any criminal offence brought against you during your employment;
- e) failure to immediately notify the School if you are or become the subject of a referral to the National College of Teaching and Leadership or any successor body;
- f) failure to immediately notify the School of any change in circumstances which has or will result in you or any member of your household being disqualified from providing childcare in connection with early or later years provision or from being directly involved in its management;
- g) indecent, violent or offensive behaviour whether committed at or outside work;
- h) inappropriate conduct with a pupil of the School, or a pupil of another School;
- i) misuse of or deliberate damage to School property;
- j) fraud, theft or dishonesty;
- k) failure to obey a lawful order;
- l) being on duty whilst unfit due to the influence of drugs and / or alcohol;
- m) possession, use, supply or attempted supply of illegal drugs;
- n) actions that could be interpreted as glorifying or supporting terrorism, extremism or organisations promoting terrorist or extremist views, or encouraging others to do so;
- o) bullying or harassment;
- p) accepting or giving bribes or other secret payments or other breach of the School's Anti-bribery and corruption policy;
- q) accepting a gift in contravention of the School's Code of Conduct without the prior consent of the Head;
- r) conduct (whether committed at or outside work) which is likely to damage the School's reputation or bring it into disrepute;
- s) discrimination (including harassment or victimisation) and the use of discriminatory language on grounds of sex, pregnancy and maternity, marital or civil partnership status, race, disability, age, sexual orientation or religious belief;
- t) disregarding health and safety rules / requirements (including the School's Health and Safety at Work Rules) and endangering yourself or others;
- u) giving false information as to qualifications or entitlement to work (including immigration status);
- v) wilful neglect or refusal of duty;
- w) misuse of confidential information;
- x) use of school resources to view, retrieve or download pornographic material, or any other material which the School reasonably believes is unsuitable;
- y) causing loss, damage or injury through serious negligence;
- z) making a disclosure of false or misleading information under the School's Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith; or
- aa) making untrue allegations in bad faith against a colleague.

20. Disciplinary procedure

Introduction

- 1 **Flexibility:** The School will follow a fair procedure in the event that disciplinary action is necessary but this procedure does not have contractual effect. There may be occasions when the School considers it appropriate to change or omit parts of this procedure.
- 2 **Amendments:** The School may revise this procedure from time to time and will advise you of any amendments.
- 3 **Capability:** This procedure does not apply to incompetence, incapability or other poor performance unless this is attributable to misconduct.
- 4 **Record of proceedings:** The School may, in its sole discretion, appoint someone to take notes or make a recording of any interview or hearing under this procedure. No other recordings shall be made without the express approval of all those present at the interview or hearing.

The investigation stage

- 5 **Investigation:** As a first step any disciplinary issue will be investigated. If, after investigating the matter, it appears that there are no reasonable grounds for concern, you will be informed of this in writing and, if relevant, allowed to return to work as normal.
- 6 **Suspension:** If the matter to be investigated is thought at any stage of the investigation to involve gross misconduct or it is in the interests of the School, a pupil, an employee or you, the [• Head] may immediately suspend you from work on full pay and benefits whilst the investigation proceeds.
- 7 **Support and guidance:** The School will notify you of a person to contact during any period of suspension or investigation. You may also wish to seek the advice of your union representative where available.
- 8 **Separation of roles:** The School will appoint a senior member of staff to carry out the investigation (**Investigating Officer**).
- 9 **Interview:** As part of the investigation the Investigating Officer may (if considered appropriate) undertake an interview with you.
- 10 **Next stage:** If on completion of the investigation the Investigating Officer considers that it is necessary, a disciplinary hearing will be arranged and you will be invited to attend. You must take all reasonable steps to attend the disciplinary hearing.
- 11 **Information:** You will be given advance reasonable notice of the timing and the location of the hearing. You will be informed in writing of the purpose of the hearing and the allegations against you. You will be provided with a copy of any documents which may be referred to at the Disciplinary Hearing and invited to submit any relevant documents. You will be given a reasonable opportunity to consider your response to this information. If your dismissal is a possible outcome of the hearing, you will be informed of this possibility in advance.
- 12 **Right to be accompanied:** You may be accompanied to the disciplinary hearing by a colleague or trade union official.
- 13 **Witnesses:** You may ask relevant witnesses to attend the disciplinary hearing, provided it is reasonable to do so and you give the School sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, the Disciplinary Panel decides a fair hearing could not be held otherwise.
- 14 **Witness statements:** If statements have been obtained from witnesses during the course of the investigation you will be given a copy of them. In certain circumstances it may be necessary to preserve the anonymity of a witness.

15 **Disciplinary panel:** The School will appoint a Disciplinary Panel to hear the matter. In appropriate circumstances, the Head or another person may hear the matter on his / her own. The Investigating Officer shall not be a member of the Disciplinary Panel.

16 **The disciplinary hearing:** The hearing will be conducted by the Disciplinary Panel. The Investigating Officer will be asked to report on his / her investigation. Both you, or the person accompanying you, and the Disciplinary Panel may question the Investigating Officer and any witnesses. You will be entitled to give your explanation and may be questioned by the Investigating Officer as well as by the Disciplinary Panel. You or the person accompanying you and the Investigating Officer will be given the opportunity to address the Disciplinary Panel. The person accompanying you will not be permitted to respond to questions which are addressed to you.

17 **Adjournment:** The Disciplinary Panel may adjourn the proceedings at any stage if this appears necessary or desirable. You may request an adjournment if you need to consult the person accompanying you. If adjourning for the purpose of enabling further information to be obtained, the Disciplinary Panel will specify the nature of that information. Any adjournment will normally be for a specified period of time.

18 **Decision making:** On completion of the hearing, the Disciplinary Panel will retire to consider the decision. Neither you, the person accompanying you nor the Investigating Officer will be allowed to take part in nor be present during the Disciplinary Panel's deliberations.

19 **Communication of decision:** The decision of the Disciplinary Panel will be communicated to you in writing as soon as reasonably practicable. If the complaint is upheld you will be informed of the action to be taken and your right of appeal.

Disciplinary action

20 **Sanctions:** Depending upon the nature of any misconduct found to have been committed, any explanation given by you and any mitigating circumstances, the Disciplinary Panel may impose any of the following sanctions:

- 20.1 a written warning;
- 20.2 a final written warning;
- 20.3 suspension without pay for a defined period;
- 20.4 demotion; or
- 20.5 dismissal with or without notice.

21 **Currency of warnings:** A written warning will be recorded on your file but will be considered spent for disciplinary purposes after a period of 12 months from the date the warning is given. A final written warning will be recorded on your file but will be considered spent for disciplinary purposes after a period of 24 months from the date the warning is given.

22 **Gross misconduct:** Where there has been gross misconduct the Disciplinary Panel may impose dismissal without notice. Examples of what the School considers to be gross misconduct are set out in the Disciplinary Rules section of this Employment Manual.

Appeal

23 **Right of appeal:** You have the right to appeal to an Appeal Panel against any decision made by the Disciplinary Panel if you are dissatisfied with it. Such a right of appeal must be exercised in writing and sent to the Head within five working days of your being notified of the decision giving full details of why you wish to appeal. The Appeal Panel will arrange a review hearing or a re-hearing to take place as soon as reasonably practicable. You will be informed in advance of its timing and location.

24 **Appeal panel:** The Appeal Panel shall not include any member of the Disciplinary Panel nor the Investigatory Officer and may comprise one or more persons. As far as reasonably practicable the person chairing the Appeal Panel will be someone holding a more senior position than the person chairing the Disciplinary Panel.

25 **Appeal procedure:** The procedure at the appeal hearing shall be the same as that for the disciplinary hearing save that there will be no right of appeal from the decision of the Appeal Panel. You must take all reasonable steps to attend the appeal hearing. The Appeal Panel will be entitled to reach a different conclusion and impose a different sanction (although not greater) than that imposed by the Disciplinary Panel. You will be informed of the Appeal Panel's decision in writing as soon as reasonably practicable.

26 **Right to be accompanied:** You may be accompanied to the appeal hearing by a colleague or trade union official.

27 **Employment status:** If an appeal is made against a dismissal decision, that dismissal decision will have immediate effect so that, if the dismissal is by notice, the period of notice will have begun at the date given in the dismissal decision. If summary dismissal without notice has been imposed, you will not be entitled to be paid for the period between that decision and the decision of your appeal unless you have been reinstated on appeal. If having been dismissed you are reinstated on appeal, your continuity of employment will be unaffected.

Termination of employment

28 **Exit interviews:** All staff are trained so that they understand they are expected and encouraged to raise concerns they have, whether related to the safeguarding and welfare of pupils, the conduct of staff or other matters, during the course of their employment in accordance with the School's policies (including the Whistleblowing Policy, the Child Protection and Safeguarding Policy and Procedures and the Staff Code of Conduct). Safeguarding children is at the centre of the School's culture and is accordingly considered formally during staff performance development reviews and appraisal and finally at exit interviews which are held with all leavers.

29 **Termination of employment:** If the School ceases to use your services because you are unsuitable to work with children, a settlement agreement (formerly known as a compromise agreement) will not be used and a referral to the Disclosure and Barring Service will be made promptly if the criteria for a referral are met. Any such incidents will be followed by a review of the safeguarding procedures within the School, with a report being presented to the Education Committee without delay.

30 **Resignation:** If you tender your resignation, or cease to provide your services to the School at a time when child protection concerns exist in relation to you, those concerns will still be investigated in full by the School and a referral to the Disclosure and Barring Service will be made promptly if the criteria for a referral are met.

31 **Teaching Regulation Agency (TRA) (previously known as the National College for Teaching and Leadership):** Separate consideration will also be given to making a referral to the TRA where a teacher has been dismissed (or would have been dismissed had he or she not resigned) because of unacceptable professional conduct, conduct that may bring the profession into disrepute, or a conviction at any time for a relevant offence. An interim referral to the TRA may also be considered and made if appropriate

21. Grievance procedure

Introduction

1 **Introduction:** If you have any grievance relating to any aspect of your employment, including any complaint about action which the School has taken or is contemplating taking you should endeavour to have it settled in accordance with this procedure. This procedure is not appropriate for disciplinary or capability matters. The appropriate procedures for these matters are contained elsewhere within the Employment Manual.

2 **Flexibility:** The School will usually follow this procedure in the event that you raise a grievance. However, there may be occasions depending on the circumstances of each case when the School considers it appropriate to change or omit parts of the procedure.

3 **Amendments:** If the School amends this procedure from time to time, you will be given advance notice of the amendments.

4 **Timescale:** All steps under this grievance procedure should be taken without unreasonable delay.

The procedure

5 **Raising your grievance:** Problems relating to your employment should be resolved fairly, promptly and as near as possible to the point of origin i.e. between the persons involved. Therefore, in the first instance you should raise the grievance orally and informally with any other person involved.

6 **Formal grievance:** If it is not appropriate to raise your grievance orally and informally or this does not resolve your grievance, you should set out your formal grievance in writing and pass it to your Head of Department. If your grievance concerns your Head of Department, you should submit your formal grievance to the Head. If your grievance concerns the Head, you should submit your formal grievance to the Education Committee.

7 **Investigating your grievance:** Your Head of Department will investigate your grievance.

8 **Grievance meeting:** Once your Head of Department has had a reasonable opportunity to consider their response to the information given regarding your formal grievance, you will be invited to a meeting to discuss the matter. You will be informed in advance in writing of the timing and location of the meeting. You must take all reasonable steps to attend the meeting. You will be given the opportunity to explain your case. Your Head of Department may ask the other people involved to attend the meeting with a view to obtaining a resolution. Following the meeting your Head of Department will inform you in writing of their decision in relation to your grievance and of your right of appeal.

9 **Right to be accompanied:** You may be accompanied to the meeting held to discuss your grievance by a colleague or trade union official.

Appeal

10 **Initiating an appeal:** If you are dissatisfied with the decision made concerning your formal grievance, you may appeal the decision by notifying your Head of Department in writing within five working days giving full details of why you wish to appeal. If you need more time, you should notify your Head of Department within the five day period. The Head will normally hear your appeal. However, if the Head holds the grievance meeting at paragraph 8 above, or your grievance concerns the Head, a member of the Education Committee (or a person appointed by him or her) shall hear your appeal.

11 **Appeal procedure:** The Head shall investigate your appeal. He or she may call for copies of all relevant documents. The Head will invite you to attend a further meeting to discuss your appeal and will inform you in reasonable time of the timing and the location of the meeting. You must take all reasonable steps to attend the meeting.

12 **The appeal decision:** The Head's decision shall be final and shall be confirmed to you in writing as soon as reasonably practicable.

13 **Right to be accompanied:** You may be accompanied to the appeal meeting by a colleague or trade union official.

Grievances following the termination of your employment

14 **Procedure:** If a grievance is raised by you following termination of your employment, if appropriate the School may follow all or part of this procedure at its discretion.

22. Whistleblowing policy

1. **Honesty and integrity:** The School is committed to conducting its business with honesty and integrity, and we expect all staff to maintain high standards in accordance with the Code of Conduct. All organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring and to address them when they do occur.
2. **Aims:** The aims of this policy are to:
 - a. encourage staff to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected;
 - b. provide staff with guidance as to how to raise those concerns; and
 - c. reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.
3. **Staff:** This policy covers all employees, officers, governors, consultants, contractors, volunteers, work placement students, casual workers and agency workers.

Wrongdoing at work

4. **Whistleblowing:** Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:
 - a. criminal activity;
 - b. safeguarding concerns (see paragraph 9 below);
 - c. failure to comply with any legal [• or professional] obligation or regulatory requirements;
 - d. miscarriages of justice;
 - e. danger to health and safety;
 - f. damage to the environment;
 - g. bribery;
 - h. financial fraud or mismanagement;
 - i. other unlawful or unethical conduct in the workplace;
 - j. the deliberate concealment of any of the above matters.
5. **Whistleblower:** A whistleblower is a person who raises a genuine concern relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities and such disclosure is in the public interest (a whistleblowing concern) you should report it under this policy.
6. **Grievances:** This procedure should not be used where you have a complaint relating to your personal circumstances in the workplace. The grievance procedure contained in the Employment Manual should be used in such cases.
7. **Detriment:** Provided that this procedure is used appropriately and correctly, you will not suffer any detriment as a result of reporting a suspected wrongdoing.
8. **Advice:** If you are uncertain whether something is within the scope of this policy you should seek advice from the [• Head / Bursar / Compliance Manager], Designated Safeguarding Lead, Protect, the NSPCC whistleblowing helpline or the Modern Slavery helpline.

9. **Safeguarding:** Nothing within this policy is intended to prevent staff from complying with their statutory obligations in accordance with Keeping Children Safe in Education (DfE, September 2021). In particular:

9.1 **Safeguarding / child protection policy:** If you have any concerns about a pupil's welfare, action should be taken immediately (even if they are low level concerns). You should report the concern to the Designated Safeguarding Lead or the Deputy Designated Safeguarding Lead. See the School's child protection and safeguarding policy and procedures for full information about what to do if you have a concern about a pupil, including what to do if the Designated Safeguarding Lead is not available.

9.2 **Safeguarding - member of staff:** You should raise any concerns about another staff member (even if they are low level concerns) with the Head, or if the concern is about the Head, with the Chair of Governors (without first notifying the Head) in accordance with the procedures in Appendix 4 of the School's child protection and safeguarding policy and procedures.

9.3 **Whistleblowing policy:** You should follow this procedure to raise concerns about poor or unsafe practices at the School or potential failures by the School or staff to properly fulfil its safeguarding responsibilities.

23. Privacy Notice for staff

Introduction

1. This notice is to help you understand **how** and **why** we collect personal information about you and **what** we do with that information. It also explains the decisions that you can make about your own information.
2. If you have any questions about this notice please contact [• the HR Director / the Head]. They can be contacted on [• specify email, phone and postal address].
3. This notice is aimed at all School staff (including volunteers and certain contractors) and applicants for employment vacancies. This privacy notice does not form part of your contract of employment and the School may amend this notice at any time.

What is "personal information"?

4. Personal information is information which is about you and from which you can be identified.
5. This includes your contact details, next of kin and financial information. [• We will also hold information such as [• your religion or ethnic group for the purposes of [• please complete]]. CCTV, photos and video recordings of you are also personal information.

What personal information does the School hold about you and how is this obtained?

6. We set out below examples of the personal information the School holds about you and where this personal information comes from.
7. Information about you is gathered during the recruitment process:
 - a. such as information about your education, qualifications and professional achievements;
 - b. you will provide certain information to us, for example, on your application form and during any interviews;
 - c. [• we will obtain information from publicly available sources such as your social media profiles]; and
 - d. we will receive your personal information (from you and third parties) when we carry out pre-employment checks, for example, when we receive references, confirmation of your fitness to work, your right to work in the UK and criminal records checks.
8. We will hold information about your job performance. This includes information about skills, achievements, career progression, performance and disciplinary related matters.
9. We hold and use your financial information, such as, your bank details, your salary and pension details.
10. [• Where appropriate, the School will have information about your religious beliefs and practices. For example, if you do not eat certain foods.]
11. We will hold information about any physical or mental health condition you may have which is disclosed to the School during the recruitment process or at any stage during your employment.
12. We will hold information about any protected characteristics you may have (e.g. a disability) which you provide, for example on the Equal Opportunities Monitoring Form.
13. Your personal information will be created internally by the School during the course of your employment. An email from the Head to a member of staff complimenting them on class management would be an example of this.

14. Your personal information may be acquired from outside of the School community such as from occupational health practitioners or from public authorities such as the Police or the Local Authority Designated Officer.
15. Pupils will often provide us with your personal information, for example, if a pupil emails their form teacher to say how much you are helping them with their work.
16. Your personal data will be held on the Single Central Register [*, which is administered by third parties on the School's behalf].

Why does the School use your personal information?

17. We commonly use personal information for:
 - 17.1 providing education and support to our pupils;
 - 17.2 ensuring that we provide a safe and secure work environment;
 - 17.3 providing employment services (such as payroll);
 - 17.4 providing training and support;
 - 17.5 protecting and promoting the School's interests and objectives (including fundraising);
 - 17.6 personnel, administrative and management purposes and to enable us to meet our legal obligations as an employer. For example, to pay staff and to monitor their performance;
 - 17.7 safeguarding and promoting the welfare of all staff and pupils; and
 - 17.8 fulfilling our contractual and other legal obligations.
18. Some specific examples of when the School uses your personal information are set out below:

- 18.1** We use your personal information to consider your suitability to work in your role at the School.
 - 18.2** We will check that you have the right to work in the UK by reviewing your identification documents and keeping copies on your personnel file.
 - 18.3** We will use your personal information in addressing any performance or disciplinary concerns which arise.
 - 18.4** We will use information relating to any medical condition you may have in order to verify fitness to work, monitor sickness absence and comply with our duty of care towards you.
 - 18.5** We will use your information when dealing with complaints and grievances with which you are involved (e.g. from other staff and parents).
 - 18.6** We often use photographs and video recordings of staff, for marketing and promotion purposes. This will include in School publications, in social media and on the School website].
 - 18.7** We will also allow external publication of certain media where appropriate (for example, a photograph or article in a local newspaper).
 - 18.8** We may also make recordings for teaching purposes, for example, recording a drama lesson to provide feedback to you or pupils. We may also record lessons for pupils who were not able to attend in person.
 - 18.9** We use CCTV recordings for the purposes of crime prevention and investigation and also in connection with our obligation to safeguard the welfare of pupils, staff and visitors to the School site. Further information about the use of CCTV can be found in the School's CCTV policy a copy of which is published on the School's website.
 - 18.10** The School regularly monitors and accesses its IT system for purposes connected with the operation of the School. The School IT system includes any hardware, software, email account, computer, device or telephone provided by the School or used for School business. The School will also monitor staff use of the School telephone system and voicemail messages. Staff should be aware that the School may/will monitor the contents of a communication (such as the contents of an email).
 - 18.11** The purposes of such monitoring and accessing include:
 - a. to help the School with its day to day operations. For example, if a member of staff is on holiday or is off sick, their email account may / will be monitored in case any urgent emails are received; and
 - b. to check staff compliance with the School's policies and procedures and to help the School fulfil its legal obligations. For example, to investigate allegations that a member of staff has been using their email account to send abusive or inappropriate messages.
 - 18.12** Monitoring may / will be carried out on a random basis and it may be carried out in response to a specific incident or concern.
 - 18.13** The School also uses software which automatically monitors the School IT system (for example, it would raise an alert if a member of Staff visited a blocked website or sent an email containing an inappropriate word or phrase).
 - 18.14** The monitoring is carried out by GoGuardian. If anything of concern is revealed as a result of such monitoring then this information may be shared with the Head and this may result in disciplinary action. In exceptional circumstances concerns will need to be referred to external agencies such as the Police.
 - 18.15** We may use your information when ensuring network and information security, for example, our anti-virus software might scan files containing information about you.
 - 18.16** We will send you information about how to support the School, for example [fundraising opportunities].
 - 18.17** We will keep details of your address when you leave our employment so we can send you material and keep in touch.]
 - 18.18** If we provide you with accommodation under your contract we will use your personal information as part of this provision.
- 19.** If you fail to provide certain information when requested, we may not be able to perform our obligations under the contract we have entered into with you (such as paying you or providing a benefit). Alternatively, we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

How does the School share staff personal information with third parties?

20. We will need to share your information with:
 - a. the Disclosure and Barring Service (**DBS**) and/or the National College for Teaching and Leadership (**NCTL**) (if applicable) when complying with our legal duty to carry out pre-appointment suitability checks; and
 - b. the DBS and/or NCTL (if applicable) if circumstances arise in which we are required to make a referral to either or both of these bodies.
21. To fulfil our obligations to you as an employer we will need to share your information with medical professionals, such as occupational health services, where we are making a referral.
22. Occasionally we may use consultants, experts and other advisors (including legal advisors and accountants) to assist us in fulfilling our obligations and to help run the School properly. We will share your information with them if this is relevant to the work they carry out.
23. In accordance with our legal obligations, we will share information with [• the Independent Schools Inspectorate / Ofsted], for example, during the course of an inspection, and may need to share your information with the Department for Education.
24. As an employer we must check if you can work in the UK before we employ you. Additionally, if you are sponsored by us under Tier 2 or Tier 5 in certain circumstances we will have to provide information about you to UK Visas and Immigration to comply with our duties as a Tier 2/5 sponsor.
25. We may share some of your information with our insurance company, for example, where there is a serious incident at the School.
26. We may share your information with benefits providers, for example, to ensure that you are able to take advantage of the benefit.
27. We may need to share information about you with the Health and Safety Executive (a government organisation) if there is a health and safety issue at the School.
28. If the School is dealing with a complaint or grievance (e.g. from a parent), we will need to share your information with other parties if it is relevant, for example, the appropriate staff at the School and the parents making the complaint.
29. If appropriate, we will share your information with individuals connected to the School who are exercising their data protection rights, for example, when responding to a subject access request.
30. We will share personal information about staff with the relevant statutory agencies if it is appropriate to share this information to investigate allegations of misconduct.
31. We may need to share your information with the Local Authority Designated Officer in accordance with our safeguarding obligations.
32. On occasion, we may need to share your information with the police for the prevention and investigation of crime and the prosecution of offenders. We will only do this in specific circumstances to assist the police with their investigations. In exceptional circumstances CCTV recordings may be disclosed to third parties such as the police.
33. If appropriate, we will share your information with parents and pupils where this is related to your professional duties, such as information about the subjects you teach.
34. We may need to share your information if there is an emergency, for example, if you are hurt in an accident.
35. We will share information about you with the other schools in the Bellevue Education Group]. For example, information about which pupils you teach and/or information relating to the pre-employment checks the School has carried out.]

- a. We sometimes use contractors to handle personal information on our behalf. The following are examples:
 1. Edupay
 2. IT consultants who might access information about you when checking the security of our IT network; and
 3. We use third party "cloud computing" services to store some information rather than the information being stored on hard drives located on the School site].

Transfers of your personal information overseas

36. We may / will] send your information to countries which do not have the same level of protection for personal information as there is in the UK. For example, we store your information on cloud computer storage based overseas.
37. The European Commission has produced a list of countries which have adequate data protection rules. The list can be found here:
http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm
38. If the country that we are sending your information to is not on the list, or is not a country within the EEA (which means the European Union, Liechtenstein, Norway and Iceland), then it might not have the same level of protection for personal information as there is in the UK.
39. We will provide you with details about the safeguards which we have in place outside of this privacy notice. If you have any questions about the safeguards that are in place please contact the Head.

For how long does the School keep staff personal information?

40. We keep your information for as long as we need to in relation to your employment. We will keep some information after you have left the School in case this is needed, for example, in relation to our legal obligations.
41. In exceptional circumstances we may keep your information for a longer time than usual but we would only do so if we had a good reason and only if we are allowed to do so under data protection law.
42. We can keep information about you for a very long time or even indefinitely if we need this for historical, research or statistical purposes. For example, if we consider the information might be useful if someone wanted to write a book about the School.
43. Please see our Information and Records Retention Policy for information on how long we keep your personal data for. This can be found on our website.

Processing in line with your rights

44. From May 2018 data protection legislation gives you a number of rights regarding your information. Some of these are new rights whilst others build on your existing rights. Your rights are as follows:
 - a. **Rectification:** if information is incorrect you can ask us to correct it.
 - b. **Access:** you can also ask what information we hold about you and be provided with a copy. This is commonly known as making a subject access request. We will also give you extra information, such as why we use this information about you, where it came from and what types of people we have sent it to.
 - c. **Deletion:** you can ask us to delete the information that we hold about you in certain circumstances. For example, where we no longer need the information.
 - d. **Portability:** you can request the transfer of your information to you or to a third party in a format that can be read by computer. This applies where (a) the information has

been provided by you; (b) the basis that we are relying on to process your information is consent or contract (please see "Our legal grounds for using your information" below); and (c) the information is being processed by us on computer.

- e. **Object:** you may object to us using your information where:
1. we are using it for direct marketing purposes (e.g. [• to send you the School magazine]);
 2. we are relying on either the legitimate interests or performance of a task carried out in the public interest legal ground to use it - please see the section "Our legal grounds for using your information" above;
 3. we are using it for historical or scientific research purposes or archiving purposes. For example, we may keep photographs of staff for historical reasons.
- f. **Restriction:** our use of information about you may be restricted in some cases. For example, if you tell us that the information is inaccurate we can only use it for limited purposes while we check its accuracy.

45. [• The HR Director / Head] can give you more information about your data protection rights. To exercise any of your rights you can submit your request in writing to [• the HR Director / Head] at [• insert contact details].

Our legal grounds for using your information

46. This section contains information about the legal bases that we are relying on when handling your information as described at paragraphs at paragraphs 17 to 35 above.

Legitimate interests

- This means that the School is using your information when this is necessary for the School's legitimate interests except when your interests and fundamental rights override our legitimate interests.
- Specifically, the School has a legitimate interest in:
- looking after your welfare and development and the welfare and development of others;
- safeguarding and promoting the welfare of pupils;
- providing an education to pupils;
- using photographs of you for promotional purposes (e.g. on the School's website);
- ensuring the security of the school site which may involve issuing you with a [• photocard];
- promoting the objects and interests of the School. This includes fundraising and using information about you in our publicity material e.g. photographs.
- making sure that you are complying with your employment obligations;
- using your information in connection with legal disputes. For example, if a parent or former pupil brings a claim against the School;
- facilitating the efficient operation of the School; and
- ensuring that all relevant legal obligations of the School are complied with (for example in relation to inspections).
- In addition your personal information may be processed for the legitimate interests of others. For example with external activity providers if they need to contact you directly or for their own emergency or insurance purposes.
- The School is relying on legitimate interests for all of the purposes described at paragraphs 17 to 35 above except the purposes described in paragraph 17.8.

Necessary for contract

- We will need to use your information in order to comply with our contractual obligations and for you to perform your obligations as well. For example:
- we need your name and bank details so that we can pay you your salary;
- we may need to provide your personal information to a pension provider so that you can benefit from your pension entitlement; and
- we also need to use your personal information to provide contractual benefits, such as a [• school fee discount].
- The School is relying on this ground for the purposes described at paragraphs 17.3, 17.6, 17.8, 18.18, 21 and 26 above.

Legal obligation

- As a School we have to comply with various laws and this entitles us to use your information where necessary. For example:
- we have to make sure that you have the right to work in the UK;
- to fulfil our duty of care to you and your colleagues;
- we have to fulfil our safeguarding duties towards pupils; and
- sometimes we will be legally obliged to disclose your information to third parties such as the DBS, local authorities or the police. More detail of when we will do so is set out at paragraph 20 above.
- The School is relying on this ground for the purposes described at paragraphs 17.6, 17.8, 18.1, 18.2, 20.1, 20.2, 23, 24, 27, 29, 30, 31, and 32 above.

Vital interests

- We may use your information where this is necessary to protect your vital interests or someone else's. For example, to prevent someone from being seriously harmed or killed.

Performance of a task carried out in the public interest (or carrying out public tasks)

- The following are examples of when we use your information to perform tasks in the public interest:
- looking after your welfare and development and the welfare and development of others. This includes equal opportunities monitoring;
- safeguarding and promoting the welfare of our pupils;
- providing pupils with an education;
- ensuring the security of the school site which may involve issuing you with a [• photocard];
- making sure that you are complying with your employment obligations;
- facilitating the efficient operation of the School; and
- ensuring that we comply with all of our legal obligations.
- The School is relying on this ground for the purposes described at paragraphs 17.1, 17.2, 17.4, 17.6, 17.7, 18.1, 18.8, 18.9, 18.10, 18.18, 20.1, 20.2, 22, 23, 26, 27, 28, 30, 31, 32, 33, 34 and 35 above.

47. The School must also comply with an additional condition where it processes special categories of personal information. These special categories are as follows: personal information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic information, biometric information, health information, and information about sex life or orientation. The grounds that we are relying on to process special categories of personal data are set out below:

Employment, social security and social protection

- The processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the School and staff in the field of employment, social security or social protection. For example, sometimes this would allow us to disclose your information to third parties such as the DBS or occupational health services. More detail of when we will do so is set out at paragraphs 20 and 21 above.
- The School is relying on this ground for the purposes described at paragraphs 17.2, 17.6, 17.7, 17.8, 18.18, 20.1, 20.2, 22, 23, 26, 27, 30, 31, 32, 33, 34 and 35 above.

Vital interests

- To protect the vital interests of any person where that person cannot give consent, for example, if they are seriously hurt and are unconscious.

Legal claims

- The processing is necessary for the establishment, exercise or defence of legal claims. This allows us to share information with our legal advisors 22 and insurers 25 in particular.

Medical purposes

- This includes medical treatment and the management of healthcare services. This is relevant to the purposes described at paragraph 21 in particular.

Substantial public interest

- The School is also allowed to use special categories of personal information where doing so is necessary in the substantial public interest. This is similar to "Public interest" in the table above and is relevant to the purposes described at paragraphs 17.1, 17.2, 17.4, 17.6, 17.7, 18.1, 18.8, 18.9, 18.10, 18.18, 20.1, 20.2, 22, 23, 24, 26, 27, 28, 30, 31, 32, 33, 34 and 35 above.

Criminal offence information

48. We may only use information relating to criminal convictions and offences where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations.
49. Less commonly, we may use information relating to criminal convictions and offences where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Consent

50. We may ask for your consent to use your information in certain ways as an alternative to relying on any of the grounds in the table above. If we ask for your consent to use your personal information you can take back this consent at any time. Any use of your information before you withdraw your consent remains valid. You can speak to [• the HR Director / the Head] if you would like to withdraw any consent given.

Multiple legal grounds

51. As you will see from the table above, in some cases we will rely on more than one of the grounds above for a particular use of your information. For example we will rely on legitimate interests and public interest grounds when using your information in connection with educating our pupils.
52. The ground that we will rely on for a particular purpose may vary depending on the circumstances. For example, if we decide to tell the local authority something about a safeguarding concern, sometimes this will be because we have a legal obligation to do so but on other occasions we may tell the local authority because we are worried even if we don't have a legal obligation to report something (in which case we would be relying on legitimate interests and public interests).

Further information

53. This privacy notice does not, and is not intended to, give you any rights which you did not already have. For example, it does not give you any additional employment or contractual rights.
54. **Contact:** If you would like any further information about anything within this notice please contact the Head]. The Head's contact details are a.desilva@oratoryprep.co.uk.
55. Please speak to the Head] if:
 - a. you would like us to update the information we hold about you; or
 - b. you would prefer that certain information is kept confidential.
56. **ICO:** If you consider that we have not acted properly when using your personal information you can contact the Information Commissioner's Office: ico.org.uk.

Safeguarding

57. **Safeguarding:** Nothing within this policy is intended to prevent staff from complying with their statutory obligations in accordance with *Keeping Children Safe in Education* (DfE, September 2020). In particular:
 - a. **Safeguarding / child protection policy:** If you have any concern about a pupil's welfare, action should be taken immediately. You should report the concern to the Designated Safeguarding Lead or the Deputy Designated Safeguarding Lead. See the School's child protection and safeguarding policy and procedures for full information about what to do if you have a concern about a pupil, including what to do if the Designated Safeguarding Lead is not available.
 - b. **Safeguarding - member of staff:** You should raise any concerns about another staff member with the Head, or if the concern is about the Head, with the Chair of Governors (without first notifying the Head) in accordance with the procedures in [• Appendix 4 of the School's child protection and safeguarding policy and procedures]. (*this should reflect the School's existing procedures*)
 - c. **Whistleblowing policy:** You should follow this procedure to raise concerns about poor or unsafe practices at the School or potential failures by the School or staff to properly fulfil its safeguarding responsibilities.
58. **The Modern Slavery helpline:** The School is committed to the prevention of modern slavery. If you have any queries relating to modern slavery please contact the DSL. Identified instances of modern slavery should be immediately notified to the police. If you think you have identified an instance of modern slavery, or if you consider that you may be a victim of modern slavery you may contact the Modern Slavery helpline on 0800 0121 700.
59. **Exit interviews:** All staff are trained so that they understand they are expected and encouraged to raise concerns they have, whether related to the safeguarding and welfare of pupils, the conduct of staff or other matters, during the course of their employment in accordance with this policy. Safeguarding children is at the centre of the School's culture and concerns should always be raised in accordance with paragraph 9 above. If issues have not been identified before, safeguarding will always be considered formally during staff performance development reviews and appraisal and finally at exit interviews which are held with all leavers. Staff who raise concerns about working practices at the School to the Designated Safeguarding Lead or an appropriate senior member of Staff will be protected from detriment under this policy.

Confidentiality

60. **Confidentiality:** We hope that staff will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make

every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

61. **Anonymous disclosures:** We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible.

Stage one

62. **Procedure:** You should disclose the suspected wrongdoing first to your Head of Department / Line Manager. In the event that your Head of Department / Line Manager is involved in the suspected wrongdoing, you should proceed directly to Stage Two of this procedure.
63. **Response:** You can expect a response detailing to whom the disclosure has been notified or any action taken within seven days of your Head of Department / Line Manager becoming aware of the disclosure.

Stage two

64. **Procedure:** If no response is forthcoming after seven days from your Head of Department / Line Manager, if you are not satisfied with the way in which your concern has been handled or if your Head of Department / Line Manager is involved in the suspected wrongdoing you should notify the Head, as appropriate.
65. **Response:** You can expect a response detailing any action taken within seven days of the Head] becoming aware of the disclosure.

Stage three

66. **Procedure:** If no such response is forthcoming after seven days from the Head, if you are not satisfied with the way in which your concern has been handled or if the Head is involved in the suspected wrongdoing you should inform the Chair of Governors of the disclosure.

Relevant external reporting

67. **Outside body:** The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. The law recognises, as does paragraph 9 above, that in some circumstances it may be appropriate for you to report your concerns to a relevant outside body including:
- a. the local authority's Designated Officer;
 - b. Children's Social Care;
 - c. the NSPCC;
 - d. the Health and Safety Executive;
 - e. the Environment Agency;
 - f. the Information Commissioner;
 - g. the Department for Education;
 - h. the Department for Business, Energy and Industrial Strategy;
 - i. the police;
 - j. the Charity Commission;
 - k. the Boarding Schools Association;
 - l. the Independent Schools Inspectorate;
 - m. the Channel Police Practitioner.

Advice: Staff are strongly encouraged to seek advice before reporting a concern to anyone external. In most cases you should not find it necessary to alert anyone external but before you do, as well as considering the internal help and support available which is identified above, please seek external advice from:

- n. **Protect:** If you have any concerns about disclosing a suspected wrongdoing the independent whistleblowing charity, Protect, operates a confidential helpline. Staff can call 020 7404 6609 for advice.

- o. **NSPCC:** The NSPCC whistleblowing helpline is available for staff who do not feel able to raise concerns regarding child protection failures internally. Staff can call 0800 028 0285 (8.00 am to 8.00 pm Monday to Friday) or email help@nspcc.org.uk.
 - p. **The Modern Slavery helpline:** The Modern Slavery helpline is available for staff who do not feel able to raise concerns about modern slavery internally. Staff can call on 0800 0121 700.
68. **The media:** You should under no circumstances approach a commercial body or the media with details of the suspected wrongdoing. If you approach any such body and / or where your concern is disclosed in a malicious manner or for personal gain, the protection given to you by this procedure may be lost. Additionally, the School may consider this to be gross misconduct and disciplinary action may be taken against you.
69. **Queries:** If you have any queries about this procedure, you should contact the Head / Bursar.

24. Data protection policy

Introduction

1 **Introduction:** This policy is about your obligations under data protection law. Data protection is about regulating the way that the School uses and stores information about identifiable people (Personal Data). Data protection law also gives people various rights regarding their data - such as the right to access a copy of the Personal Data that the School holds on them.

2 **Lawful treatment of data:** As a school, we will collect, store and process Personal Data about our staff, pupils, parents, suppliers and other third parties. We recognise that the correct and lawful treatment of this data will maintain confidence in the School and will ensure that the School operates successfully.

3 In addition to this policy, you must also read the following which are relevant to data protection:

- 3.1 the School's privacy notices for staff, pupils and parents;
- 3.2 IT acceptable use policy for staff;
- 3.3 the information security policy; and
- 3.4 guidance for staff on the use of photographs and videos of pupils by the School.

4 **Application:** This policy is aimed at all staff working in the School (whether directly or indirectly), whether paid or unpaid, whatever their position, role or responsibilities, which includes employees, governors, contractors, agency staff, work experience / placement students and volunteers.

5 **Obligation:** You are obliged to comply with this policy when processing Personal Data on our behalf. Any breach of this policy may result in disciplinary action.

6 **Queries:** [• The Bursar] is responsible for helping you to comply with the School's obligations. All queries concerning data protection matters should be raised with the Head/ Bursar.

Personal Data

7 **Personal Data:** Personal Data is information that relates to a living person who can be identified either from that information alone, or from information when combined with other information. Information as simple as someone's name and address is their Personal Data.

8 **Personal Data at work:** In order for you to do your job, you will need to use and create Personal Data. Virtually anything might include Personal Data.

9 Examples of places where Personal Data might be found are:

- 9.1 on a computer database;
- 9.2 in a file, such as a pupil report;
- 9.3 a register or contract of employment;
- 9.4 pupils' exercise books, coursework and mark books;
- 9.5 health records; and
- 9.6 email correspondence.

10 Examples of documents where Personal Data might be found are:

- 10.1 a report about a child protection or safeguarding incident;
- 10.2 a record about disciplinary action taken against a member of staff;
- 10.3 School newsletters;
- 10.4 photographs and videos of pupils;
- 10.5 a tape recording of a job interview;
- 10.6 contact details and other personal data held about pupils, parents and staff and their families;

- 10.7 contact details of a member of the public who is enquiring about placing their child at the School;
 - 10.8 financial records of a parent;
 - 10.9 information on a pupil's performance; and
 - 10.10 an opinion about a parent or colleague in an email.
- These are just examples - there may be many other things that you use and create that would be considered Personal Data. Data Protection law requires us to be extra careful when handling personal data about children.

11 Critical School Personal Data: The following types of information are referred to as Critical School Personal Data in this policy. You must be particularly careful when dealing with Critical School Personal Data.

12 Critical School Personal Data is information about:

- 12.1 safeguarding or child protection matters;
- 12.2 someone's special educational needs;
- 12.3 financial information (for example, a parent's bank details or a staff member's salary);
- 12.4 an individual's racial or ethnic origin;
- 12.5 an individual's political opinions;
- 12.6 someone's religious or philosophical beliefs;
- 12.7 trade union membership;
- 12.8 someone's physical or mental health. This includes information about the provision of health care which reveals information about their health status;
- 12.9 sex life including sexual orientation;
- 12.10 actual or alleged criminal activity;
- 12.11 serious allegations made against an individual (whether or not the allegations amount to a criminal offence and whether or not the allegations have been proved);
- 12.12 biometrics (for example fingerprints used for controlling access to a building); and
- 12.13 genetic information.

If you have any questions about your processing of these categories of Critical School Personal Data please speak to [• the Bursar].

Your obligations

13 Personal Data must be processed fairly, lawfully and transparently

- 13.1 What does this mean in practice?
 - 13.1.1 "Processing" covers doing virtually anything in relation to Personal Data, including using, sharing (internally or externally), copying and storing it.
 - 13.1.2 People must be told what data is collected about them, what it is used for, and who it might be shared with. They must also be given other information, such as, what rights they have in their data, how long we keep it for and about their right to complain to the Information Commissioner's Office (the data protection regulator).
- 13.2 This information is provided in a document known as a Privacy Notice. Copies of the School's privacy notices can be obtained from the Head/ Bursar or accessed on the School's website]. You must familiarise yourself with all of the School's privacy notices.
- 13.3 If you are using Personal Data in a way which someone might think is unfair please speak to the Head/Bursar.
- 13.4 You must only process Personal Data for the following purposes:
 - 13.4.1 ensuring that the School provides a safe and secure environment;
 - 13.4.2 providing pastoral care including safeguarding, child protection and

promoting the welfare of our pupils;

13.4.3 in relation to HR and staff matters;

13.4.4 providing education and learning for our pupils;

13.4.5 providing additional activities for pupils and parents (for example activity clubs);

13.4.6 protecting and promoting the School's interests and objectives (for example fundraising and commercial ventures); and

13.4.7 to fulfil the School's contractual and other legal obligations.

13.5 Use of Personal Data: If you want to do something with Personal Data that is not on the above list, or is not set out in the relevant privacy notice(s), you must speak to [• the Bursar]. This is to make sure that the School can lawfully use the Personal Data.

13.6 Consent: We may sometimes rely on the consent of the individual to use their Personal Data. This consent must meet certain requirements and therefore you must speak to the Head/Bursar if you think that you may need to seek consent. If you are not an employee of the School (for example, if you are a volunteer), then you must be extra careful to make sure that you are only using Personal Data in a way that has been expressly authorised by the School.

14 You must only process Personal Data for specified, explicit and legitimate purposes

14.1 What does this mean in practice?

14.1.1 You must not use personal data for a reason that is incompatible with the original reason for collecting it. For example, if pupils are told that they will be photographed to enable staff to recognise them when writing references, you must not use those photographs for another purpose (e.g. in the School's prospectus). Please see the School's Code of Conduct and the guidance for staff on the use of photographs and videos of pupils by the School for further information relating to the use of photographs and videos.

15 Personal Data held must be adequate and relevant for the purpose

15.1 What does this mean in practice?

15.1.1 This means not making decisions based on incomplete data. For example, when writing reports you must make sure that you are using all of the relevant information about the pupil and when making a note of a disciplinary incident you must include all relevant details.

16 You must not collect or use excessive or unnecessary Personal Data

16.1 What does this mean in practice?

16.1.1 You must limit the Personal Data that you collect or use to the minimum needed to meet your objectives. For example, you do not need to share with all staff that a pupil has a health condition, only those staff that need to know or you must only collect information about a pupil's siblings if that Personal Data has some relevance, such as [• allowing the School to determine if a sibling fee discount is applicable].

17 The Personal Data that you hold must be accurate

17.1 What does this mean in practice?

17.1.1 You must ensure that Personal Data is complete and kept up to date. For example, if a parent notifies you that their contact details have changed, you must ensure that the School's information management system has been updated.

18 You must not keep Personal Data longer than necessary

- 18.1 What does this mean in practice?
- 18.1.1 The School has a policy about how long different types of data should be kept for and when data should be destroyed. This applies to both paper and electronic documents. You must be particularly careful when you are deleting or disposing of data and must check the policy before doing so. You must only delete Personal Data if you are authorised to do so.
- 18.1.2 Please speak to the Bursar for guidance on the retention periods and secure deletion.

19 You must keep Personal Data secure

- 19.1.1 This is a high risk area of data protection for the School. Personal Data must be kept safe at all times. This includes paper and electronic information.
- 19.1.2 You must comply with the following School policies and guidance relating to the handling of Personal Data:
- (a) Guidance for Staff on the use of Photographs and Videos ;
 - (c) IT acceptable use policy for staff; and
 - (d) Information and Records Retention policy.

20 You must not transfer Personal Data outside the UK without adequate protection

- 20.1 What does this mean in practice?
- 20.1.1 If you need to transfer Personal Data outside the UK please contact the Head. For example, if you are arranging a school trip to another country.

21 Accountability

- 21.1 The School must be able to demonstrate its compliance with the data protection law. You are responsible for understanding your particular responsibilities under this policy to help ensure we meet our accountability requirements.
- 21.2 Before using personal data in a new way, or in a way that might present a risk to individuals if something went wrong (e.g. before implementing new software to store medical information) please speak to [• the Bursar].

Sharing Personal Data outside of the School - dos and don'ts

22 Dos and don'ts: Please review the following dos and don'ts:

- 22.1 **DO** share Personal Data on a need to know basis only - think about why it is necessary to share data outside of the School - if in doubt - always ask your the Head/Bursar
- 22.2 **DO** encrypt emails which contain Critical School Personal Data described in paragraph 11 above. For example, encryption must be used when sending details of a safeguarding or child protection incident to social services. Further information on encryption can be found in the Information Security policy.
- 22.3 **DO** make sure that you have permission from your the Head/Bursar. to share Personal Data on the School website or social media accounts.
- 22.4 **DO** check with your the Head/Bursar. before using an app or other software that has not been authorised by the School.
- 22.5 **DO** share Personal Data in accordance with the School's Safeguarding and Child Protection Policy. If you have any questions or concerns relating to safeguarding or child protection, you must contact the Designated Safeguarding Lead].
- 22.6 **DO** be aware of "blagging". This is the use of deceit to obtain Personal Data from people or organisations. You must seek advice from the

Head/Bursar.

where you are suspicious as to why the information is being requested or if you are unsure of the identity of the requester (e.g. if a request has come from a parent but using a different email address).

- 22.7 **DO** be aware of phishing. Phishing is a way of making something (such as an email or a letter) appear as if it has come from a trusted source. This is a method used by fraudsters to access valuable personal details, such as usernames and passwords. Don't reply to email, text, or pop-up messages that ask for personal or financial information or click on any links in an email from someone that you don't recognise or if you have any concerns about the message. You must report all concerns about phishing to the IT department] immediately. Further information on blagging and phishing can be found in the information security policy.
- 22.8 **DO NOT** disclose Personal Data to the police without permission from the Head (unless it is an emergency).
- 22.9 **DO NOT** disclose Personal Data to contractors or service providers without permission from the Head/Bursar. This includes, for example, sharing Personal Data with an external marketing team to carry out a pupil recruitment event or .with an online app or website.

Accessing or sharing Personal Data within the School

23 **Sharing Personal Data:** This section applies when Personal Data is accessed or shared within the School.

24 **Need to know basis:** Personal Data must only be accessed or shared within the School on a "need to know" basis.

Examples which are likely to comply with data protection law:

- 24.1 a teacher discussing a pupil's academic progress with other members of staff (for example, to ask for advice on how best to support the pupil);
- 24.2 sharing Personal Data in accordance with the School's Safeguarding and Child Protection policy;
- 24.3 informing an exam invigilator that a particular pupil suffers from panic attacks; and
- 24.4 disclosing details of a teaching assistant's allergy to bee stings to colleagues so that you / they will know how to respond (but more private health matters must be kept confidential).

Examples which are unlikely to comply with data protection law:

- 24.5 the Head being given access to all records kept by nurses working within the School (seniority does not necessarily mean a right of access);
- 24.6 a member of staff looking at a colleague's HR records without good reason. For example, if they are being nosey or suspect their colleague earns more than they do. In fact accessing records without good reason can be a criminal offence (see paragraph 34 below);
- 24.7 informing all staff that a pupil has been diagnosed with dyslexia (rather than just informing those staff who teach the pupil); and
- 24.8 disclosing personal contact details for a member of staff (e.g. their home address and telephone number) to other members of staff (unless the member of staff has given permission or it is an emergency).

You must make sure that you file and save Personal Data in the correct place. For example, emails which may be needed in the future should not be stored in your inbox but instead stored somewhere centrally.

25 **Sharing of Personal Data and safeguarding:** You may share Personal Data to avoid harm, for example in child protection and safeguarding matters. You should have received training on when to share information regarding welfare, safeguarding and child protection issues. If you have not received this training please contact [• name of contact] as a matter of urgency.

Individuals' rights in their Personal Data

26 **Rights:** People have various rights in their information. You must be able to recognise when someone is exercising their rights so that you can refer the matter to the Head/Bursar. These rights can be exercised either in writing (e.g. in an email) or orally.

27 **Individual's rights:** Please let [• the Bursar] know if anyone (either for themselves or on behalf of another person, such as their child):

- 27.1 wants a copy of the information the School holds about them or their child. This is commonly known as a subject access request;
- 27.2 asks to withdraw any consent that they have given to use their information or information about their child;
- 27.3 wants the School to delete any information;
- 27.4 asks the School to correct or change information (unless this is a routine updating of information such as contact details);
- 27.5 asks for personal data to be transferred to them or to another organisation;
- 27.6 wants the School to stop using their information for direct marketing purposes. Direct marketing has a broad meaning for data protection purposes and might include communications such as the School newsletter or alumni events information; or
- 27.7 objects to how the School is using their information or wants the School to stop using their information in a particular way, for example, if they are not happy that information has been shared with a third party.

28 **Please note**, a person may be committing a criminal offence if they alter, block, erase, destroy or conceal information to prevent it from being disclosed (for example, to prevent its disclosure under a subject access request). Therefore if you are asked to provide information or documents to a colleague who is preparing a response to a subject access request then you must make sure that you provide everything.

Requests for Personal Data (Subject Access Requests)

29 **The right to request Personal Data:** One of the most commonly exercised rights mentioned in section 26 above is the right to make a Subject Access Request. Under this right people are entitled to request a copy of the Personal Data which the School holds about them (or in some cases their child) and to certain supplemental information.

30 **Form of request:** Subject Access Requests do not have to be labelled as such and do not even have to mention data protection. For example, an email which simply states "Please send me copies of all emails you hold about me" is a valid Subject Access Request. You must always immediately let the Head know when you receive any such requests.

31 **If you receive a Subject Access Request:** Receiving a Subject Access Request is a serious matter for the School and involves complex legal rights. Staff must never respond to a Subject Access Request themselves unless authorised to do so.

32 **Disclosure:** When a Subject Access Request is made, the School must disclose all of that person's Personal Data to them which falls within the scope of his / her request - there are only very limited exceptions. There is no exemption for unprofessional comments or embarrassing information - so think carefully when writing comments about people as they could be disclosed following a Subject Access Request. However, this must not deter you from recording and passing on information where this is appropriate to fulfil your professional duties, particularly in relation to safeguarding and child protection matters.

Breach

33 **Breach:** A breach of this policy may be treated as misconduct and could result in disciplinary action including in serious cases, dismissal.

34 **Criminal offence:** A member of staff who deliberately or recklessly obtains or discloses Personal Data held by the School without proper authority might be committing a criminal offence. In some cases, it can also be an offence to re-identify information which has been de-identified. For example, if names have been removed from information to protect the privacy of the individuals and you were to re-insert the names. Please speak to the Head/Bursar before doing this.

25. IT acceptable use policy

1 **Introduction:** This policy sets out the requirements with which you must comply when using the School's IT and when otherwise using IT (including your own devices) in connection with your job including:

- 1.1 the School's email and internet services;
- 1.2 telephones;
- 1.3 the use of mobile technology on School premises or otherwise in the course of your employment (including 3G / 4G / 5G or Bluetooth or other wireless technologies), whether using a school or a personal device (to include the use of WhatsApp and other technology based communications);
- 1.4 any hardware (such as laptops, printers or mobile phones) or software provided by, or made available by, the School or otherwise used in connection with your job; and
- 1.5 any Artificial Intelligence software or technology made available to you by the School or otherwise used in connection with your role.

This policy also applies to your use of IT off school premises if the use involves Personal Data of any member of the School community or where the culture or reputation of the School are put at risk.

2 **Training:** Induction training for new staff includes training on the School's online safety strategy. Ongoing staff development training includes training on technology safety together with specific safeguarding issues including sharing nudes and semi-nude images and / or videos, cyberbullying, radicalisation and dealing with harmful online challenges and online hoaxes.

3 **Failure to comply:** Failure to comply will constitute a disciplinary offence and will be dealt with under the School's disciplinary procedure.

4 **Property:** You must treat any property belonging to the School with respect and reasonable care and report any faults or breakages immediately to the Bursar. You must not use the School's computers or other IT resources unless you are competent to do so and should ask for training if you need it.

[VWV note - for compliance with data protection law the School must have appropriate measures in place to keep personal data secure. This includes staff training and policies. We have developed an Information Security Policy for schools - please let us know if this is of interest. We can also provide training for all staff through VWV Plus e-Learning courses.]

5 **Information security:** You must comply with the School's information security policy and complete the School's information and online security training. If you have any questions about information security, or data protection more widely, please speak to the Bursar.

6 **Concerns:** You have a duty to report any concerns about the use of IT at the School to the Head. For example, if you have a concern about IT security or pupils accessing inappropriate material.

7 **Online platforms:** The School uses online platforms such as [• Zoom / Microsoft Teams/Google/Google Meets] to [• support and facilitate learning and pupil engagement]. You must make sure that you follow the School's policies, procedures and instructions notified to you in respect of such platforms

Other policies: This policy should be read alongside the following:

- 7.1 Code of Conduct;
- 7.2 social media policy for Staff
- 7.3 data protection policy for Staff;
- 7.4 information security policy;
- 7.5 acceptable use policy for pupils;
- 7.6 online safety policy, including the guidance it contains on the School's appropriate filtering and monitoring systems].

Internet

- 8 **Downloading:** Downloading of any programme or file which is not specifically related to your job is strictly prohibited.
- 9 **Personal use:** The School permits the incidental use of the internet so long as it is kept to a minimum and takes place substantially out of normal working hours. Use must not interfere with your work commitments (or those of others). Personal use is a privilege and not a right. If the School discovers that excessive periods of time have been spent on the internet provided by the School or it has been used for inappropriate purposes (as described in section 11 below), either in or outside working hours, disciplinary action may be taken and internet access may be withdrawn without notice at the discretion of the Head. Any personal use of a School device is subject to the School's permission in accordance with its policies. If you do use a School device for personal reasons, please be aware that such personal use may be monitored.
- 10 **Unsuitable material:** Viewing, retrieving or downloading of pornographic, terrorist or extremist material, or any other material which the School believes is unsuitable is strictly prohibited and constitutes gross misconduct. This includes such use at any time on the School's network, or via 3G or 4G when on School premises or otherwise in the course of your employment and whether or not on a School or personal device. Internet access may be withdrawn without notice at the discretion of the Head whilst allegations of unsuitable use are investigated by the School.
- 11 **Device syncing:** Personal use of School devices may result in the School device syncing with your personal accounts and devices, for example, if you log into a personal account on the School device. This could, for example, result in private browsing history and personal information transferring from a personal device to a School device, and therefore becoming subject to monitoring by the School. You may be able to prevent this by turning off device syncing on your personal device. This is your responsibility and the School has no control over automatic syncing. If in doubt, do not use a School device for personal reasons.
- 12 **Location services:** The use of location services represents a risk to the personal safety of those within the School community, the School's security and its reputation. The use of any website or application, whether on a School or personal device, with the capability of publicly identifying the user's location while on School premises or otherwise in the course of employment is strictly prohibited at all times.
- 13 **Contracts:** You are not permitted to enter into any contract or subscription on the internet (including through an App) on behalf the School, without specific permission from the Bursar. This applies both to "free" and paid for contracts, subscriptions and Apps.
- 14 **Retention periods:** the School keeps a record of staff browsing histories.

Email and other technology based communications

- 15 **Personal use of School systems:** The School permits the incidental use of its email systems to send personal emails as long as such use is kept to a minimum and takes place substantially out of normal working hours. Personal emails should be labelled "personal" in the subject header. Use must not interfere with your work commitments (or those of others). Personal use is a privilege and not a right. The School may monitor your use of the email system, please see paragraphs 25 to 29 below, and staff should advise those they

communicate with that such emails may be monitored. If the School discovers that you have breached these requirements, disciplinary action may be taken.

- 16 **Use of personal devices or accounts for School business:** The School accepts you may use your personal devices, social media or messaging services to maintain social contact with colleagues as part of your private life. Where contact with colleagues includes both personal and professional matters there is a risk of blurring boundaries as to what devices and platforms should be used for what type of contact. The School expects you to exercise your professional judgement in order to ensure all communication is appropriate and professional at all times. In the rare event you might need to contact a colleague about a work-related matter using a personal device or personal social media, you must keep any such messages brief and professional, and must not include any identifying and / or sensitive information. For example, you could send a message to a colleague's personal WhatsApp account asking them to check their School email account without providing any further information. All further communication should then take place using the appropriate School platform.
- 17 **Group communications:** Where necessary, the School permits the use of group communications, for example with the use of email groups or WhatsApp groups. When using such groups, staff should:
 - 17.1 never share confidential personal details, particularly pupil or parent information;
 - 17.2 not include pupils or parents in the group;
 - 17.3 be mindful of the School's dignity at work policy, social media policy and Staff Code of Conduct;
 - 17.4 have no expectation that messages sent will remain private, for example the messages may be disclosable under a subject access request or may be used by the School in formal processes if they evidence misconduct or performance concerns; and
 - 17.5 not use group messaging as a means of formal communication when an audit trail is needed.
- 18 **Status:** Email and other technology based communications (to include text or iMessage, WhatsApp or any others) should be treated in the same way as any other form of written communication. Anything that is written in an email or other technology based communication is treated in the same way as any form of writing. You should not include anything in an email or technology based communication which is not appropriate to be published generally.
- 19 **Inappropriate use:** Any email message or other technology based communication which is abusive, discriminatory on grounds of sex, marital or civil partnership status, age, race, disability, sexual orientation or religious belief (or otherwise contrary to our equality, diversity and inclusion policy), or defamatory is not permitted. Use of the email system in this way constitutes a breach of the School's harassment and bullying policy and may constitute gross misconduct. The School will take no responsibility for any offence caused by you as a result of downloading, viewing or forwarding inappropriate emails.
- 20 **Legal proceedings:** You should be aware that emails, texts and other messages are disclosable as evidence in court proceedings. This is the case regardless of whether the communication has taken place using the School's equipment and systems, or your own equipment and social media / messaging service. Even if messages are deleted, a copy may exist on a back-up system or other storage area.
- 21 **Jokes:** Trivial messages and jokes should not be sent or forwarded to the email system. They could cause the School's IT system to suffer delays and / or damage or could cause offence.
- 22 **Contracts:** Contractual commitments via an email correspondence are not allowed without the prior authorisation of the Bursar.
- 23 **Disclaimer:** All correspondence by email should contain the School's disclaimer.

- 24 **Data protection disclosures:** Subject to a number of limited exceptions, potentially all personal data about an individual may be disclosed should that individual make a Subject Access Request under data protection legislation. There is no exemption for embarrassing information (for example, an exchange of emails containing gossip about the individual will usually be disclosable). Staff must be aware that anything they put in an email or other message is potentially disclosable. This is the case regardless of whether the communication has taken place using the School's equipment and systems, or your own equipment and social media / messaging service.

Artificial intelligence

- 25 **Artificial Intelligence:** The School wishes to support staff to use AI as a learning tool, in order to support pupils' learning, to boost productivity, and to help manage workloads efficiently and effectively. If you use AI technology at work or for work purposes, you must do so professionally at all times. This means that you may use AI as a tool to help you perform your role but must not use it to cut corners. You must not input any confidential information into free generative AI software such as ChatGPT. You must also check any output generated by AI technology before adapting it for your final use.

Monitoring

- 26 **Regular monitoring:** The School regularly monitors and accesses its IT system for purposes connected with the operation of the School. The School IT system includes any hardware, software, email account, computer, device or telephone provided by the School or used for School business. The School may / will] also monitor staff use of the School telephone system and voicemail messages. Staff should be aware that the School may / will monitor the contents of a communication (such as the contents of an email).
- 27 **Purpose:** The purposes of such monitoring and accessing include:
- 27.1 to help the School with its day to day operations. For example, if a member of staff is on holiday or is off sick, their email account may / will be monitored in case any urgent emails are received; and
 - 27.2 to check staff compliance with the School's policies and procedures and to help the School fulfil its legal obligations. For example, to investigate allegations that a member of staff has been using their email account to send abusive or inappropriate messages.
- 28 **Random monitoring:** Monitoring may / will be carried out on a random basis and it may be carried out in response to a specific incident or concern.
- 29 **Software:** The School also uses software which automatically monitors the School IT system (for example, it would raise an alert if a member of Staff visited a blocked website or sent an email containing an inappropriate word or phrase).]
- 30 **Results of concern:** The monitoring is carried out by GoGuardian. If anything of concern is revealed as a result of such monitoring then this information may be shared with the Head and this may result in disciplinary action. In exceptional circumstances concerns will need to be referred to external agencies such as the Police.

26. Social media policy

- 1 **Introduction:** The School recognises that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, WhatsApp, LinkedIn, Twitter, Instagram, Snapchat, TikTok and all other internet postings including blogs, wikis and other interactive websites. It is also a valuable educational tool.
- 2 **Purpose:** This policy applies to the use of social media for School and your own personal purposes, whether during normal working hours or in your personal time. Its purpose is to help you avoid the potential pitfalls of sharing information on social media sites and must be read in conjunction with the acceptable use policy for pupils and the harassment and bullying policy. This policy is designed for your protection and applies to the content of social media profiles, which will be accessible to the account's whole network or list of approved contacts, and also to direct messages sent through social media to individual contacts.
- 3 **IT facilities:** The policy applies regardless of whether the social media is accessed using the School's IT facilities and equipment or your personal devices.

School social media

- 4 **Purpose of using social media:** The School recognises the value of social media. The School's objectives in using social media are to engage with the School and wider community and to share news of the School's activities and achievements. In order to ensure that the School uses social media in a way that is in line with its purposes and best interests, the controls set out below apply.
- 5 **School social media accounts:** The School runs central social media accounts on [LinkedIn, Twitter, Facebook and Instagram]. Any member of the public can view and interact with any of the School's social media accounts.
- 6 **Creating new social media accounts:** From time to time, it may be appropriate to open a new School social media account, for example on a new social media platform or to create a discussion group for a particular purpose. Any new School social media account must be approved in advance by the Marketing Manager and the Headmaster and created by the Marketing Manager.
- 7 **Account security:** Access to the School's social media accounts is locked down and controlled by the marketing department. Individual School departments must also be created by the marketing department. Only staff given login details by the marketing department are authorised to post content to a School social media account. If your department has its own social media profile or profiles, the marketing department] will provide login details for the account(s) to a limited number of colleagues. The login details will be updated on a termly basis by the marketing department. In order to protect the security of the School social media accounts you must:
 - 7.1 use two-factor authentication wherever it is available in order to access the social media platform;
 - 7.2 not share the account login details with anyone;
 - 7.3 not change the account login details. In the event you become aware that the account has been hacked or login details shared, you must let the marketing department know immediately. The Marketing Manager will consider what action needs to be taken, including for data protection compliance; and
 - 7.4 delete the social media account's login details from all of your personal devices if you leave the School's employment.]

- 8 **Posting rules:** If you are given login details for a School social media account, you must follow these rules in posting social media content:
- 8.1 you must ensure all posts are consistent with the School's ethos and values. Your posts must be about the School's day to day activities only;
 - 8.2 you must not post any high profile announcements. If there is significant School news to share, content will be planned, approved and posted by the Marketing Manager.
 - 8.3 you must not post about controversial topics, and in particular about political issues and areas of debate;
 - 8.4 you must only "like" third party content that is consistent with the School's ethos and social media objectives. You must likewise only "share" third party content that is consistent with the School's ethos and social media objectives;
 - 8.5 you must follow the School's guidance for staff on the use of photos and videos;
 - 8.6 save for where parental consent has been obtained, you must not use pupils' names in posts;
 - 8.7 the marketing department will provide you with a list of approved hashtags that can be used in social media posts. You must not use any other hashtags when posting; and
 - 8.8 if any inappropriate or offensive material is posted to the social media account, you must tell the marketing department immediately. Do not delete the content in case screenshots need to be taken as part of an investigation.]
- 9 **Interacting with third parties:** members of the public (whether or not connected to the School) are likely to interact with the School's social media content. You must not use the School's social media accounts to debate or argue against any third party. If you are concerned about the nature of a third party post, you must inform the marketing manager. If a third party has engaged with the School's social media for another purpose, for example to make a complaint, you must provide the Bursar's email address and invite them to email in order to take the matter further. If you are in any doubt as to how to interact appropriately with third parties using the School's social media, do not post. Instead, speak to the marketing department for guidance.
- 10 **Online abuse:** If you receive abusive messages through a School social media account you should tell the marketing department immediately so that action can be taken, such as blocking the account that has sent the abusive messages, and offering you appropriate support.
- 11 **Reporting concerns:** If you become aware of any online activity or content relating to the School or its wider community that causes you concern, or if you become aware of any online activity or content that could constitute bullying or harassment, on a School, personal or public social media platform or other online forum, you must report this immediately to the Marketing Manager.
- 12 **Moderating content:** The School has appointed moderators for all its social media platforms. Moderators are responsible for keeping the School's social media content under review (including content posted openly to each account, and the direct messages linked to the account). They will determine whether any internal or third party social media content should be deleted, and/or whether any third party user should be blocked from the School's social media profiles. The School's moderators will also keep the School's use of any tools available on the various social media platforms under review. This may include managing who can comment on posts, and whether comments require moderation before they are published.
- 13 **Staff training:** if you are asked to post to a School social media account, and/or you are asked to moderate an account, you will be given training in how to comply with this policy.

- 14 **Breach:** A breach of this policy may be treated as misconduct and could result in disciplinary action including in serious cases, dismissal.
- 15 **Monitoring:** In addition to the work carried out by the School's social media moderators, the School regularly monitors the use of the internet, social media and email systems to check that the use is in accordance with this policy. Please see the IT acceptable use policy for further information on monitoring. If it is discovered that any of the systems are being abused and / or that the terms of this policy are being infringed, disciplinary action may be taken which could result in your dismissal.

Personal social media

- 16 **Purpose:** This part of the policy applies to your personal use of social media, whether during normal working hours or in your personal time. Its purpose is to help you avoid the potential pitfalls of sharing information on social media sites. It must be read in conjunction with the IT acceptable use policy and the harassment and bullying policy. This policy is designed for your protection and applies to the content of your social media profiles, which will be accessible to the account's whole network or list of approved contacts, and also to direct messages sent through social media to individual contacts.
- 17 **Personal use:** While the School permits the incidental use of the internet using the School's IT facilities out of normal working hours in accordance with the IT acceptable use policy contained in this Employment Manual, the School does not however permit the use of social media using the School's IT facilities.
- 18 **OR**
- Personal use:** The School permits the incidental use of the internet and social media so long as it is kept to a minimum and takes place substantially out of normal working hours. Use must not interfere with your work commitments (or those of others). Personal use is a privilege and not a right. If the School discovers that excessive periods of time have been spent on the internet provided by the School either in or outside working hours, disciplinary action may be taken and internet access may be withdrawn without notice at the discretion of the Head.
- 19 **Guiding principles:** You must behave responsibly at all times and adhere to the following principles in your personal use of social media:
- 19.1 you are prohibited from accessing social media from School computers or devices at any time or from a personal laptop or mobile phone device during School hours;
 - 19.2 you must not identify yourself as being a School employee whether as part of your social media "bio" or anywhere else within your profile, including on locked social media accounts;
 - 19.3 You must not be "Friends" with, "Followers" of, or connect with pupils on any personal social media or other interactive network. You must not allow pupils to "follow" you on any personal social media. It would be considered inappropriate to connect with pupils or former pupils through any means on a personal account. Depending on the circumstances, it may also be inappropriate to connect with parents, guardians or carers;
 - 19.4 you must not publish anything which could identify colleagues, pupils, former pupils, parents or guardians on any personal social media account, personal webpage or similar platform without the prior consent of the Head in writing. This includes photos, videos, or other materials such as pupil work;
 - 19.5 you must be mindful of how you present yourself on social media, whether as part of your profile or in direct messages. Staff are entitled to a social life like anyone else. However, the extra-curricular life of an employee at the School has professional consequences and this must be considered at all times when using personal social media;

- 19.6 you must always represent your own views and must not allude to other people's personal views in your internet posts;
- 19.7 when writing an internet post, you should consider whether the contents would be more appropriate in a private message. While you may have strict privacy controls in place, information could still be shared by others. It is always sensible to consider that any information posted may not remain private;
- 19.8 you should protect your privacy and that of others by omitting personal data from internet posts such as names, email addresses, home or work addresses, phone numbers or other personal data;
- 19.9 you should familiarise yourself with the privacy settings of any social media you use and ensure that public access is restricted. If you are not clear about how to restrict access, you should regard all your information as publicly available and behave accordingly;
- 19.10 you must not post anything that may offend, insult or humiliate others, particularly on the basis of their sex, age, race, colour, national origin, religion, or belief, sexual orientation, disability, marital status, pregnancy or maternity;
- 19.11 you must not post anything that could be interpreted as threatening, intimidating or abusive. Offensive posts or messages may be construed as cyberbullying and may lead to action being taken under the harassment and bullying policy and / or the disciplinary policy;
- 19.12 you must not post disparaging or derogatory remarks about the School or its Governors, staff, volunteers, pupils or parents, guardians or carers. This includes in any online group formed for alumni of the School;
- 19.13 you must not post anything that could be interpreted as glorifying or supporting terrorism, extremism or organisations promoting terrorist or extremist views, or encouraging others to do so;
- 19.14 you must not use social media in a way which could constitute a breach of any policies contained in this Employment Manual.
- 20 **Removing postings:** You may be required to remove internet postings which are deemed to constitute a breach of this policy. If you fail to remove postings, this could result in disciplinary action.
- 21 **Breach:** A breach of this policy may be treated as misconduct and could result in disciplinary action including in serious cases, dismissal.
- 22 **Reporting concerns:** If you become aware of any online activity or content relating to the School or its wider community that causes you concern, or if you become aware of any online activity or content that could constitute bullying or harassment, and in either case on a School, personal or public social media platform or other online forum, you should report this internally to the Head / Bursar.
- 23 **Monitoring:** The School regularly monitors the use of the internet, social media and email systems to check that the use is in accordance with this policy. Please see the IT acceptable use policy for further information on monitoring. If it is discovered that any of the systems are being abused and / or that the terms of this policy are being infringed, disciplinary action may be taken which could result in your dismissal.

27. Communications policy

1 **The media:** You must not make contact with or communicate with any member of the press or media or anyone so connected, on behalf of the School unless you have obtained the prior permission of the Head.

2 **Authorised:** The employees authorised to give press releases will be the Head.

3 **Statement:** If you are approached by any member of the press or media to make a statement on behalf of the School you should decline to make any statement whatsoever and refer the matter immediately to the Head.

4 **Teachers' right to anonymity:** Teachers have the legal right to anonymity when facing allegations of criminal wrongdoing involving a registered pupil of the School until such time as they are formally charged with an offence. The right to anonymity has been introduced by law to protect teachers against malicious allegations.

5 **Criminal Offence:** It is a criminal offence for any person to publish information that could lead the public to identify the teacher concerned. Publication of information includes any speech, writing, relevant programme or other communication in whatever form, which is addressed to the public at large or any section of the public. Therefore any statement made by you to a member of the public which leads to a teacher's loss of anonymity could potentially result in your criminal prosecution. In particular, messages posted on social media regarding the allegation and those involved, even if not named directly, could contravene the law.

6 **Criminal sanction:** If you are found to have breached the teacher's right to anonymity you may be personally liable to criminal prosecution and a maximum fine of £5,000 as well as disciplinary action in accordance with the School's procedures.

7 **The public:** In addition to the prohibition on making statements to the media you must not at any time make any statement or publish any information in any form to any person, group, company or organisation, whether on your own behalf or on behalf of the School, which includes in staff meetings, parent meetings or any conversation regarding any incident or allegation:-

7.1 Involving any current or former member of staff or pupil of the School; and

7.2 Which is under investigation by the School and/or the relevant authorities or is likely to be the subject of such an investigation.

In particular you must under no circumstances divulge the name or any other information which could reveal the identity of a member of staff accused of a criminal offence involving a pupil or any information that could identify the pupil making the allegation save for in accordance with the Whistleblowing Policy, if appropriate.

8 **Gross misconduct:** Any action taken in contravention of this policy may constitute gross misconduct.

9 **Reporting your concerns:** Nothing in this policy shall prevent you from disclosing any safeguarding concern in accordance with the School's Child Protection and Whistleblowing Policies. Reporting your concerns in accordance with these procedures is actively encouraged by the School.

10 **Statements to proper authorities:** Nothing in this policy shall prevent you from giving a statement to the Police or such other proper authority in co-operation with any safeguarding or criminal investigation.

28. Reference policy

1 **Professional references:** This policy only relates to professional references which bear the School's name and represent an official statement of the School's assessment of an existing or a former employee. These are written on the School's headed notepaper.

2 **Authorised referees:** The only employees authorised to give a professional reference will be the Head.

3 **Content of references:** All professional references will be provided on a reference proforma. It is the School's policy that the reference will be limited to this format and content. The School will respond to any reference request in accordance with safer recruitment guidance in force from time to time.

4 **Personal references:** Employees will not be required to follow this procedure when writing personal references. Personal references will not be written on the School's notepaper nor refer to a person's professional performance or their relationship with the School. Personal references simply record one person's experience of another. Any individual giving such a personal reference is personally responsible for anything said in that reference. Such references must state that they are personal references and do not represent the views of the School.

5 **Telephone:** References will not be given over the telephone. References given in writing will not be discussed further over the telephone.

6 **Confidentiality:** References provided by the School are not intended to be seen by the employee and will be marked "confidential for the purposes of employment (or prospective employment) of the data subject". The same will apply to references received by the School.

29. Smoking, alcohol and drugs policy

1. **Purpose:** The purpose of this policy is to promote the safety, welfare and good physical and mental health of Staff and pupils. The School educates pupils to understand the effect and risks associated with alcohol and tobacco in relation to their health, well-being and the law and that the use of illegal drugs is or may be a criminal offence and will be harmful to their health, integrity, independence, opportunities and careers as well as damaging the society in which they live. Staff are expected to promote this view and act as responsible role models.

Smoking

2. **No smoking:** The School has obligations to ensure the wellbeing of all members of staff and pupils. To facilitate this and in the interests of providing a pleasant environment for all, the School prohibits smoking (to include the smoking of e-cigarettes) and use of any other smoking related product such as nicotine substitutes on all School premises at any time.

Alcohol

3. **Alcohol:** Alcohol means intoxicating liquor of all descriptions (including beer, cider, wine and spirits).
4. **Storage:** The School does not permit alcohol to be stored on School premises unless properly secured and with the agreement of the Head.
5. **Under the influence:** It is strictly forbidden to work or to remain at work under the influence of alcohol. If the School considers that you are under the influence of alcohol you may be sent home immediately and disciplinary action will be taken.
6. **Entertaining:** Any entertaining on or off School premises must be conducted sensibly. There may be alcoholic drinks at School social functions and the School expects a high standard of behaviour from all Staff. Whilst you are responsible for your own travel arrangements to and from such functions, the School advises that you do not drive a vehicle after consuming any amount of alcohol.
7. **Screening:** The School will, where it considers it appropriate, screen individuals who are suspected of being under the influence of alcohol whilst at work in contravention of this policy. It is your contractual duty to comply with all reasonable requests to undergo any blood or urine tests as deemed necessary by the School. An unreasonable refusal to consent will constitute a disciplinary offence.
8. **Confidentiality:** Confidentiality is assured during the screening process and only you, Occupational Health, and the Head will have access to the results. Your written consent to disclose the results will be obtained but failure to give such consent could in itself constitute a disciplinary offence.

Drugs

9. **Drugs and substances:** For the purposes of this Policy 'Drugs' covers controlled drugs and the paraphernalia of drugs, psychoactive substances or substances intended to resemble drugs, or "legal" drugs which can be obtained from a chemist shop, performance enhancing drugs, anabolic steroids, glue and other substances held or supplied in each case for purposes of misuse.
10. **Controlled substances:** It is a criminal offence to use, possess or deal in any controlled substances and anyone found through the Disciplinary Procedure to be involved in any of these activities, whether during or outside working hours, will normally be dismissed for gross misconduct. The School will notify the Police where appropriate.
11. **At work:** The School does not permit drugs (other than prescribed drugs) to be used or stored on School premises. Under no circumstances is the sale of drugs (prescribed or not) permitted.
12. **Under the influence:** It is strictly forbidden to come to work or to remain at work under the influence of any drug. If you have been prescribed drugs whose side effects could have an

impact on your work or behaviour, you should report this immediately to the Head. If the School considers that you are under the influence of any drug (including prescribed drugs which have or could have affected your work or behaviour and of which you have failed to notify your superior), disciplinary action will be taken.

13. **Screening:** The School will where it considers it appropriate search and / or screen individuals for drug use. This may be as a result of suspicion against the individual. It is your contractual duty to comply with all reasonable requests to search you or to undergo any blood or urine tests as deemed necessary by the School. An unreasonable refusal to consent will constitute a disciplinary offence. A search may include personal property as well as your person.
14. **Confidentiality:** Confidentiality is assured during the screening process and only you, Occupational Health, and the Head will have access to the results. Your written consent to disclose the results will be obtained but failure to give such consent could in itself constitute a disciplinary offence.

30. Retirement policy

Introduction

1 **Application:** This policy is aimed at all of the School's staff whether permanent, temporary, casual, part-time or on a fixed-term contract and to individuals who are consultants or volunteers at the School.

2 **Purpose:** This policy is intended to provide guidance on the School's approach to retirement. The School is committed to treating all staff fairly regardless of age and will adhere to the principles set out in the School's Equal Opportunities Policy. This policy does not form part of your contract of employment and may be amended from time to time.

Retirement

3 **Retirement age:** The School does not currently operate a compulsory retirement age for its staff, however, this will be reviewed by the School from time to time. The School acknowledges that retirement is a matter of choice for each member of staff. The School will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If the School considers there are problems with your performance due to capability or ill health, these will be dealt with under the Capability Procedure.

4 **Phased retirement:** The School, may in certain circumstances, be able to accommodate a phased retirement which would involve a gradual reduction in working hours. This will depend on the individual's role and the business needs of the School. If you are interested in gradually reducing your hours before retirement then please make a request in writing to the Head. If you are considering a phased retirement then you should consider the impact this will have on your pension contributions and seek financial advice before making such a request.

5 **Early retirement:** If you would like to take early retirement you should seek financial advice on your pension provision and whether your pension scheme rules permit this before making such a request.

6 **Retirement procedure:** If you have decided to retire the School will require your written resignation giving the contractual notice period, as set out in your contract of employment. The School appreciates receiving as much notice as possible and you will not suffer any prejudice for giving earlier notice. The School will meet with you to discuss any intended retirement dates, hand over plans, pension details and phased retirement, if applicable.

Workplace discussions

7 **Discussions:** The School encourages **all** staff to have workplace discussions with their line manager about their performance, training needs and future aspirations. Your employment prospects will not be prejudiced because you express an interest in retiring. If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment. Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or phased retirement.

8 **Planning:** The School values the experience and knowledge of its staff and may require the assistance and co-operation of any member of staff who is considering retiring. Prior to retirement you may be asked to; provide full written details of the status of work projects and future steps, assist in developing a job description, ensuring a smooth handover of work and assisting in training any successor.

Pension

9 **Pension:** You are responsible for taking financial advice and considering your pension provision before making any decision to retire.

10 **Further information:** If you would like further information regarding retirement, please contact the Head.

Forms

Flexible working request form

Name	Department
<p>I am making a request to work a flexible working pattern that is different to my current working pattern under my right provided in law. I confirm that I have made [no or one*] flexible work request in the past 12 months.</p> <p><i>* delete as appropriate.</i></p> <p>Please set out the reasons for your request (in particular if your request is to meet caring responsibilities or on health grounds)</p> <p>.....</p> <p>.....</p> <p>Describe your current working pattern (days / hours / times worked)</p> <p>.....</p> <p>.....</p> <p>Describe the working pattern you would like to work in future (days / hours / times worked)</p> <p>.....</p> <p>.....</p> <p>I request that the change would become effective from (date)</p> <p>Signed Dated</p>	

<p>Notes</p> <p><i>This form should be used by members of staff wishing to request a change to their working pattern under the flexible working policy set out in the Employment Manual.</i></p> <p><i>You must provide all information requested in this form.</i></p> <p><i>Full details of the flexible working policy are contained in the Employment Manual [• Head / Bursar]</i></p>

Parental leave request form

Name	Today's date
Department	

Parental leave requested (inclusive)	From	To
--------------------------------------	------------	----------

Name of child
Age of child
Date of birth, expected birth or date of adoption
Full Parental Leave entitlement days
Number of days already authorised days
Number of days requested this time days
Balance of entitlement days

Authorised by
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Notes

Full details of Parental Leave entitlement are contained in the Employment Manual.

The request should be authorised by your Head of Department. The form should then be passed to [Head] who maintains a central record. Should you cease your employment with the School at any time your record will be sent, upon request, to your new employer.

The 'number of days authorised' in the box above are the number of days already approved, irrespective of whether you have taken them or not.

If you submit a Parental Leave request form and then subsequently change or cancel the dates, a note should be sent to the School Office. This is your responsibility.

You will be notified within seven days of submitting this request whether your leave has been granted.

Notification of paternity leave entitlement (birth)

Name	Department
The expected week of childbirth is	
Declaration	
I declare that:	
I am <ul style="list-style-type: none"> ● the baby's biological father; or ● married to the mother; or ● living with the mother in an enduring family relationship but am not an immediate relative 	<input type="checkbox"/>
I have responsibility for the child's upbringing	<input type="checkbox"/>
I will take time off work to support the mother or care for the child.	<input type="checkbox"/>
You must be able to tick all three boxes above to be entitled to Statutory Paternity Pay and paternity leave.	
Signed	Dated

Notes

This form should be used by members of staff wishing to take paternity leave in accordance with the paternity leave policy set out in the Employment Manual. It should not be confused with a request for unpaid parental leave.

You must provide all information requested in this form. You must also return one copy of the period of leave notice (birth) form for each period of paternity leave you wish to take.

Full details of paternity leave entitlement are contained in the Employment Manual / available from [• Head / Bursar].

Period of paternity leave notice (birth)

Name	Department
<p>The expected week of childbirth is</p> <p>I have served notice of my entitlement to take paternity leave using the notification of paternity leave entitlement form <input type="checkbox"/></p> <p>I intend my paternity leave to start [insert date]</p> <p>on the actual date of childbirth or <input type="checkbox"/></p> <p>..... day(s) after the actual date of childbirth or <input type="checkbox"/></p> <p>on of 202.. <input type="checkbox"/></p> <p>(NB: this date must be later than the first day of the expected week of childbirth)</p> <p>I intend to take one week / two weeks' paternity leave in this request [delete as applicable]</p> <p>Signed Dated</p>	

Notes

This form should be used by members of staff wishing to take paternity leave in accordance with the paternity leave policy set out in the Employment Manual. It should not be confused with a request for unpaid parental leave.

You must provide all information requested in this form. You must also return the notification of paternity leave entitlement form (birth) to confirm your eligibility to take paternity leave.

Full details of paternity leave entitlement are contained in the Employment Manual available from the [• Head / Bursar]

Notification of paternity leave entitlement (adoption)

Name	Department
The expected week of adoption is	
Declaration	
I wish to take paternity adoption leave from the date shown above.	
The purpose of taking this leave is to care for a child and / or support the child's adopter.	
I confirm that I am married to the child's adopter / the partner of the child's adopter and I expect to have responsibility (apart from the responsibility of the adopter) for the upbringing of the child.	
Signed	Dated

Notes
<i>This form should be used by members of staff wishing to take paternity adoption leave in accordance with the paternity leave policy available set out in the Employment Manual. It should not be confused with a request for unpaid parental leave.</i>
<i>You must provide all information requested in this form. If you wish to take two discontinuous periods of paternity leave you will need to complete one copy of this form for each period of paternity leave you intend to take.</i>
<i>Full details of paternity adoption leave entitlement are contained in the Employment Manual available from the [• Head / Bursar]</i>

Period of paternity leave notice (adoption)

Name	Department
The expected week of adoption is	
I have served notice of my entitlement to take paternity leave using the notification of paternity leave entitlement form <input type="checkbox"/>	
I intend my paternity leave to start [insert date]	
on the actual date of adoption or <input type="checkbox"/>	
..... day(s) after the actual date of adoption or <input type="checkbox"/>	
on of 202.. <input type="checkbox"/>	
(NB: this date must be later than the date on which the child is expected to be placed with the adopter)	
I intend to take one week / two weeks' paternity leave in this request [delete as applicable]	
Signed	Dated

<p><i>Notes</i></p>
<p><i>This form should be used by members of staff wishing to take paternity leave in accordance with the paternity leave policy set out in the Employment Manual. It should not be confused with a request for unpaid parental leave.</i></p>
<p><i>You must provide all information requested in this form. You must also return the notification of paternity leave entitlement form (adoption) to confirm your eligibility to take paternity leave.</i></p>
<p><i>Full details of paternity leave entitlement are contained in the Employment Manual available from the [• Head / Bursar]</i></p>

Shared parental leave forms

Form 1: curtailment notice: bringing maternity / adoption leave (and pay) to an end

Name	Department
<p>I wish to bring my [ordinary / additional] maternity / adoption leave and maternity / adoption pay (if applicable) to an end to be able to take shared parental leave. I have also:</p> <p>completed a form providing an opt-in notice to take shared parental leave; or</p> <p>provided a declaration that my partner has provided an opt-in notice to take shared parental leave to his / her employer and consent to the amount of leave that he/she intends to take.</p> <p>I confirm that the date on which I wish to end my maternity / adoption leave is at least:</p> <p>eight weeks after the date of this curtailment notice; and</p> <p>two weeks after I have given birth (where appropriate) or two weeks after the child has been placed with me for adoption; and</p> <p>one week before what would have been the end of my additional maternity/adoption leave.</p> <p>[I confirm that my entitlement to enhanced maternity / adoption pay will cease when I opt in to shared parental leave.]</p> <p>I wish to end my [ordinary / additional] maternity /adoption leave on:</p> <p>I wish my maternity / adoption pay period (if applicable) to end on:</p> <p>Signed Dated</p>	

Notes

This form should be used by members of staff wishing to curtail their maternity / adoption leave in accordance with the shared parental leave policy set out in the employment manual.

Full details of the shared parental leave policy are contained in the employment manual available from the [• Head / Bursar]

**Form 2A: opt-in notice:
mother / primary adopter's entitlement and intention to take SPL**

Name	Department
<p>I wish to provide the School with an initial indication of my proposed shared parental leave, as well as the required declarations from myself and my partner.</p>	
<p>Section A: information which must be provided by employee</p>	
<p>My partner's name is</p>	<p>.....</p>
<p>My maternity / adoption leave [started / is expected to start] on</p>	<p>.....</p>
<p>My maternity / adoption leave [ended / is expected to end] on</p>	<p>.....</p>
<p>My [child's expected week of birth is / child was born on / child is expected to be placed with me / child was placed with me]</p>	<p>.....</p>
<p>The total amount of shared parental leave my partner and I have available is</p>	<p>.....</p>
<p>I intend to take the following number of weeks' shared parental leave</p>	<p>.....</p>
<p>My partner intends to take the following number of weeks' shared parental leave</p>	<p>.....</p>
<p>The total amount of shared parental pay (if applicable) my partner and I have available is</p>	<p>.....</p>
<p>I intend to take the following number of weeks' shared parental pay (if applicable)</p>	<p>.....</p>
<p>My partner intends to take the following number of weeks' shared parental pay (if applicable)</p>	<p>.....</p>
<p>Indication of SPL dates (if known)</p>	
<p>I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take)</p>	<p>.....</p>
<p></p>	<p>.....</p>
<p></p>	<p>.....</p>

Section B: declaration which must be completed by employee

I [satisfy / will satisfy] the following eligibility requirements to take shared parental leave (tick and sign as appropriate)

I [have / will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or the week the adoption agency notifies me that I have been matched with a child for adoption and, by the week before any period of shared parental leave that I take, I will have remained in continuous employment with the School.

At the date of the child's birth or placement for adoption, I [have / will have] the main responsibility, apart from my partner, for the care of the child.

I am entitled to statutory maternity / adoption leave in respect of the child.

I have [complied with the School's maternity / adoption leave curtailment requirements / returned to work before the end of my statutory maternity / adoption leave period], and will comply with the School's shared parental leave notice and evidence requirements.

The information that I have provided is true and accurate.

I will immediately inform the School if I cease to care for the child.

Section C: declaration which must be completed by employee's partner

Name

Address
.....
.....

National insurance number

(Please confirm if no national insurance number)

I [satisfy / will satisfy] the following eligibility requirements to enable the mother/primary adopter to take shared parental leave (all boxes must be ticked)

I have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth or the week the adoption agency notifies me that I have been matched with a child for adoption.

I have average weekly earnings of at least £30 for any 13 of those 66 weeks.

At the date of the child's birth or placement for adoption, I [have / will have] the main responsibility, apart from the mother, for the care of the child.

I am the father of the child, or am married to / the civil partner of / the partner of, the mother / primary adopter.

I consent to the amount of shared parental leave that the mother / primary adopter intends to take.

I consent to the School processing the information provided in this form and contacting my employer for the purposes of verifying this information.

Signed Dated
(Mother / primary adopter)

Signed Dated
(Partner)

Notes

Full details of SPL entitlement are contained in the employment manual.

You should inform your line manager of this notice. The form should then be passed to [• Head / Bursar] who maintains a central record. Should you cease your employment with the School at any time your record will be sent, upon request, to your new employer.

If you submit a SPL request form and then subsequently wish to change or cancel the dates, Form 4 should be sent to the School Office. This is your responsibility.

Form 2B: opt-in notice: partner's entitlement and intention to take SPL

Name	Department
<p>I wish to provide the School with an initial indication of my proposed shared parental leave, as well as the required declarations from myself and the mother.</p>	
<p>Section A: information which must be provided by employee</p>	
<p>The mother / primary adopter's name is</p>	<p>.....</p>
<p>The mother's / primary adopter's maternity / adoption leave [started / is expected to start] on</p>	<p>.....</p>
<p>The mother's / primary adopter's maternity / adoption leave [ended / is expected to end] on</p>	<p>.....</p>
<p>The mother / primary adopter [received / is expected to receive] the following periods of [statutory maternity / adoption pay / maternity / adoption allowance]</p>	<p>.....</p>
<p>My [child's expected week of birth is / child was born on]</p>	<p>.....</p>
<p>The total amount of shared parental leave the mother and I have available is</p>	<p>.....</p>
<p>I intend to take the following number of weeks' shared parental leave</p>	<p>.....</p>
<p>The mother / primary adopter intends to take the following number of weeks' shared parental leave</p>	<p>.....</p>
<p>The total amount of shared parental pay (if applicable) the mother / primary adopter and I have available is</p>	<p>.....</p>
<p>I intend to take the following number of weeks' shared parental pay (if applicable)</p>	<p>.....</p>
<p>The mother / primary adopter intends to take the following number of weeks' shared parental pay (if applicable)</p>	<p>.....</p>

Indication of SPL dates (if known)	
I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take)	<p>.....</p> <p>.....</p> <p>.....</p>
Section B: declaration which must be completed by employee	
I declare that I [satisfy / will satisfy] the following eligibility requirements to take shared parental leave (tick and sign as appropriate)	
<p>I [have / will have] 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or the week the adoption agency notifies me that I have been matched with a child for adoption and, by the week before any period of shared parental leave that I take, I will have remained in continuous employment with the School.</p>	<p><input type="checkbox"/></p>
<p>At the date of the child's birth or placement for adoption, I [have / will have] the main responsibility, apart from the mother / primary adopter, for the care of the child.</p>	<p><input type="checkbox"/></p>
<p>I will comply with the School's shared parental leave notice and evidence requirements.</p>	<p><input type="checkbox"/></p>
<p>The information that I have provided is true and accurate.</p>	<p><input type="checkbox"/></p>
<p>I am the father of the child, or am married to, the civil partner of, or the partner of, the mother / primary adopter.</p>	<p><input type="checkbox"/></p>
<p>I will immediately inform the School if I cease to care for the child or if the child's mother / primary adopter informs me that she has revoked the curtailment of her maternity / adoption leave or pay period.</p>	<p><input type="checkbox"/></p>
Section C: declaration which must be completed by the mother / primary adopter	
Name
Address	<p>.....</p> <p>.....</p> <p>.....</p>
National insurance number
(Please confirm if no national insurance number)	

I [satisfy / will satisfy] the following eligibility requirements to enable my partner to take shared parental leave:

I have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth or the week the adoption agency notifies you that you have been matched with a child for adoption.

I have average weekly earnings of at least £30 for any 13 of those 66 weeks.

At the date of the child's birth or placement for adoption, I [have / will have] the main responsibility, apart from my partner, for the care of the child.

I am entitled to statutory maternity / adoption leave, statutory maternity / adoption pay or maternity / adoption allowance in respect of the child.

I have [curtailed my maternity / adoption leave / returned to work before the end of my statutory maternity / adoption leave period].

I consent to the amount of shared parental leave that my partner intends to take.

I will immediately inform my partner if I no longer meet the requirements to curtail my maternity / adoption leave (and pay, if applicable).

I consent to the School processing the information provided in this form and contacting my employer for the purposes of verifying this information.

Signed Dated
(Partner)

Signed Dated
(Mother / primary adopter)

Form 3: period of leave notice: requesting SPL dates

Name	Department
<p>I confirm that:</p> <p>I have already submitted an opt-in notice of entitlement and intention; and</p> <p>the start date of my first period of shared parental leave that I wish to take in this request is at least eight weeks after I have provided this notice.</p> <p>Please complete either section A or section B.</p> <p>Section A: please complete if your child has already been born or placed with you for adoption or if you know the exact dates on which you would like to take shared parental leave.</p>	
<p>I intend to take shared parental leave on the following dates (please include the start and end dates for each period of leave that you intend to take).</p> <p>.....</p> <p>.....</p> <p>.....</p>	
<p>Section B: please complete if your child has not been born or placed with you for adoption yet and you wish your shared parental leave to start either on the day on which your child is born or placed with you for adoption, or a specified number of days after the day on which your child is born or placed with you for adoption.</p>	
<p>I wish my shared parental leave to start [• on the day on which my child is born / the following number of days after the date on which my child is born / placed with me for adoption]</p> <p>I wish my shared parental leave to end the following number of days after the date on which my child is born / placed with me for adoption</p> <p>Signed Dated</p>	

Notes

You can request to take shared parental leave in one continuous block, or as a number of discontinuous blocks of leave (with the School's agreement). A maximum of three requests for leave can normally be made by each parent.

Apart from in exceptional circumstances, you can submit a period of leave notice or a notice that you have changed your mind about shared parental leave dates on a combined total of three occasions. The School therefore recommends that you and your partner think carefully about your shared parental leave before submitting this form.

Full details of the shared parental leave policy are contained in the employment manual available from the [• Head / Bursar]

Form 4: variation / cancellation of a notice of a period of leave request

Name	Department
<p>I previously provided the School with notice of my proposed shared parental leave in a period of leave notice dated [00 month year]. I now wish to amend my shared parental leave request.</p> <p>I had already notified the School in my period of leave notice or a variation of period of leave notice (if applicable) that I would be taking the following periods of shared parental leave</p> <p>..... </p> <p>I wish to cancel my period of leave notice.</p>	
Variation of leave request	
<p>I now intend to take shared parental leave on the following dates instead (please include the start and end dates for each period of leave that you now intend to take)</p> <p>.....</p> <p>I have already notified the School of the following periods of statutory shared parental pay (if applicable):</p> <p>.....</p> <p>Signed Dated</p>	

<p><i>Notes</i></p> <p><i>This notice cancels or amends a period of shared parental leave that you provided in a previous period of leave notice.</i></p> <p><i>You are able to give three request notices for SPL. A variation notice counts towards your three requests for SPL.</i></p> <p><i>Full details of the shared parental leave policy are contained in the employment manual available from the [• Head / Bursar]</i></p>

**Form 5: revocation notice:
revoking a maternity / adoption leave curtailment notice**

Name	Department
Date of maternity / adoption leave curtailment notice	
I previously notified you that I wished to end my maternity / adoption leave on	
I no longer wish to end my maternity / adoption leave and would like to revoke my maternity / adoption leave curtailment notice. I would also like to revoke my maternity / adoption pay period curtailment notice (if applicable).	
I wish to withdraw my maternity / adoption leave curtailment notice because: (please tick one)	
I have realised that neither the other parent or I are entitled to shared parental leave or statutory shared parental pay and this revocation is within eight weeks of providing my maternity / adoption leave curtailment notice; or	<input type="checkbox"/>
I gave the maternity leave curtailment notice before the birth of my child and I withdraw my maternity leave curtailment notice within six weeks of my child's birth; or	<input type="checkbox"/>
The other parent has died	<input type="checkbox"/>
Signed	Dated

Notes
Full details of the shared parental leave policy are contained in the employment manual available from the [• Head / Bursar]

Carer's leave request form

Name	Department
Total annual carer's leave entitlement:	
Amount of carer's leave already taken in this 12 month rolling period:	
Amount of carer's leave to be taken in this request:	
Balance of carer's leave remaining after this request:	
<u>Request</u>	
I intend to exercise my right to take [•unpaid] statutory carer's leave, to start on	
The duration of my leave will be days / half days (delete as appropriate).	
I will return to work on	
I confirm the purpose of taking this leave is to provide or arrange care for a dependant with long-term care needs.	

Signed	Date
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Notes

You must complete this form and return it to [•Head] in order to request to take [•unpaid] statutory carer's leave. Full details of the carer's leave policy are contained in the employment manual available from the [• Head / Bursar]

You must give sufficient notice of your intention to take carer's leave. As a minimum, you must give twice the length of notice as the amount of leave you intend to take, and you must always give a minimum of three days' notice. For example, you must give at least eight days' notice of your intention to take four days of statutory carer's leave. You must give at least three days' notice of your intention to take half a day's leave.

<u>For School office use only</u>
Is this request approved? Yes / No (delete as appropriate)
If the request is not approved, the postponement notice was served on:
The proposed new dates to take the leave are:

Signed	Date
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Self-certification form

Please note that the following rules concerning absence apply to all staff:

If you are unexpectedly absent from work for sickness, injury or any other reason, you must contact the Head as early as possible and no later than 8.00 am on the first day working day of absence to explain the reason and likely duration of the absence.

At the earliest opportunity but no later than the first day after returning to work following an absence, you must complete this form. Please note that it does not need to be completed for attending external training courses, holidays, authorised study leave, absence from the School on business or for any absence of less than two hours duration.

If you are absent for more than seven consecutive days (including weekends) as a result of injury or sickness then you must supply a doctor's certificate to cover from the eighth day onwards.

Other information on absence from work and sick pay can be found in the Employment Manual.

For the purposes of the Data Protection Act 1998, by signing this self-certification form you hereby consent to the details contained herein to be processed by the School.

Name	Department
First working day absent	Returned to work on
Reason for absence (if it was sickness, please state in your own words the nature or symptoms):	
Signed	Dated

When you have completed this form, please pass it to the school office.