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More House Trust Ltd Employee Handbook

Prepared by
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**MORE
HOUSE
SCHOOL**

KNIGHTSBRIDGE

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Absence

Related Policy: Staff Absence and Illness Guidelines (Section C4, No. 8)

What this policy covers

This policy applies to employees and workers.

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

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

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

Your responsibilities

Breach of absence procedures

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

Frequent short-term absence

Persistent absenteeism has a detrimental impact on your colleagues and on the School as a whole. If it is considered that your absence level is a cause for concern, the School may meet with you to investigate the situation fully. The School may require you to undergo an Occupational Health assessment.

The School cannot sustain frequent short-term absences, even if the reasons for the absences are genuine. Therefore, unacceptable levels of absence will be subject to disciplinary proceedings. The School will take into account the reasons, frequency and pattern of your non-attendance in determining an appropriate course of action. With this in mind, absence is monitored on a regular basis by Managers. Nevertheless, the school's approach as an employer, in cases of ill health, will always be one of sympathy, compassion and understanding.

If you are issued with a formal disciplinary warning, you will be advised as to the level of attendance which the School expects of you. If you fail to achieve this level of attendance further disciplinary action may be taken.

Medical report

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

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

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

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

Medical suspension

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

Your entitlements

Medical and dental appointments

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

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

Jury service

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

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

Time off for religious observance

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

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

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

Compassionate leave

In addition to your right to take reasonable unpaid time off following the death of a dependant, compassionate leave will be granted to all staff following the death of an immediate family member which is defined as parents, children, spouse, siblings, grandparents and grandchildren. Up to 3 days paid compassionate leave may be taken in respect of the death of an immediate family member. Additional time off or time off for family members who do not fall within the definition above is given at the sole discretion of the Head or Director of Finance and Resources. The Head or Director of Finance and Resources must approve any compassionate leave in advance, whenever possible.

Adverse weather and other exceptional circumstances

If you are unable to attend work due to adverse weather conditions or other exceptional circumstances, you will not be paid for any periods of non-attendance. You may request to take paid holidays or work additional hours at an alternative time to make up for the time you have been absent. The School reserves the right to refuse such requests depending on the needs of the business.

If the School cannot operate due to these exceptional circumstances, it reserves the right to require you to take holidays during this time or impose a period of lay-off, when appropriate. The School also reserves the right not to provide you with advance notice of this requirement.

Other types of leave

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

Disabilities

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

Absence-reporting procedures

Sickness absence reporting

You must notify the School as soon as possible of your sickness absence. You should do this personally, by telephone at the earliest opportunity, to the School office or relevant member of the Leadership Group and by no later than 8.00 a.m. on the first day of absence.

It is not acceptable for you to text, email, contact a colleague, leave a message or have a friend or relative call on your behalf. If your Line Manager is unavailable you should contact someone in a position of authority in the School.

You should provide the reason for your absence, an estimate of how long you expect to be off work, a telephone number by which you can be contacted and details of any outstanding or urgent work that requires attention.

Medical certification

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

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

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

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

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

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

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

Procedure for return to work

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

Return to work meeting

Your Line Manager will interview you on your return to work following a period of absence. The reasons for your absence will be discussed and your Line Manager will decide whether the absence should be authorised. The onus is on you to satisfy management that there was a genuine medical reason for the absence.

Long-term absence

Welfare meetings

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

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

Medical certification

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

Failure to co-operate

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

Termination of employment

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

You should refer to the School's Capability Policy and Procedure for further information.

Alcohol and Drugs Misuse

What this policy covers

This policy applies to employees, workers and contractors.

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

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

Your responsibilities

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

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

Support for alcohol or drug misuse problems

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

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

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

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

Procedure

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

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

Additional Benefits

This policy applies to employees and workers.

What this policy covers

This section outlines details of additional benefits offered by the School. The School reserves the right to vary or withdraw these benefits on reasonable notice.

School Fees Remission

If you have children who are eligible to attend the School, and who have satisfied the entry criteria as set out in the Schools Admissions procedure and awarded a place, may receive fee concessions in accordance with our policy.

Fee concessions are granted at the absolute discretion of the Governors and are subject to amendment or withdrawal.

Further details are available from the Bursar

Professional Subscriptions

The School will consider the payment of subscriptions for staff who belong to various bodies where membership is directly relevant to the person's job. Requests for reimbursement of subscriptions must be made to the Bursar.

Additional Hours

What this policy covers

This policy applies to employees and workers.

As part of the School community your role is such that you may be required to perform a reasonable amount of work outside of your normal contracted hours for the proper performance of your duties, depending on the needs of the School and as required by your Line Manager*, senior teacher or Associate Head or Head. (*this being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head (Academic)/Director of Pastoral Care, Associate Head or Head).

This policy outlines the School's expectations and requirements for attendance at School events and working additional hours and details any additional payments to which you may be entitled.

Your entitlements and responsibilities

The School involves part-time staff fully in the life of the school - and also in the performance of regular duties, such as lunch duty, registration, cover and participation in the PSHE programme. All staff may be required to perform a reasonable amount of work in addition to their normal hours of work, for the proper performance of their duties and depending on the needs of the School and as required by your Line Manager*, senior teacher or Head.

You may need to work additional hours and on the following School occasions and events:

The School involves part-time staff fully in the life of the school - and also in the performance of regular duties, such as lunch duty, registration, cover and participation in the PSHE programme. All staff may be required to perform a reasonable amount of work in addition to their normal hours of work, for the proper performance of their duties and depending on the needs of the School and as required by your line manager, senior teacher or Head.

You may need to work additional hours on the following School occasions and events:

- Open Evening, Results Day, Prize giving, Parents' evenings, Option evenings and the School Christmas Fayre: These are considered normal working hours/days and you will be expected to attend if required. There is no entitlement to additional hours or out-of-pocket travel expenses.
- The Following School Events are "3 Starred" Events and you will be expected to attend: Christmas, Easter and Summer Concerts; School Musical and School Play. If this is not one of your normal days you may be entitled to receive out-of-pocket travel expenses.
- Sports Day, St Thomas More Day and the Art Exhibition: If you work part-time and this is not one of your normal working days you are invited to attend. If you work full-time you are expected to attend. There is no entitlement to additional hours but if this is not one of your normal days you may be entitled to out-of-pocket travel expenses.
- Trips, Activities Week: You will be entitled to receive your basic rate of pay for all weekdays you take school trips or activities if they are not your usual working days. This needs to be budgeted into the trip, so please discuss with the trip leader.
- After school staff meetings: If you work part-time you are invited to attend, especially if a particular agenda item is of relevance. If you work full-time you are expected to attend. There is no entitlement to additional hours but if this is not one of your normal days you may be entitled out-of-pocket travel expenses.
- You are asked to attend Staff Study Days and are entitled to receive your basic rate of pay for the additional hours worked if this is not one your normal working days.
- Final day of the Term: You are warmly invited to attend the end of term lunches.

Annual Holidays

What this policy covers

This policy sets out the rules and procedures in relation to taking annual holidays. It applies to all employees and workers.

Your entitlements and responsibilities

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

Accrual of holidays

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

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

Support Staff are not normally permitted to take annual holiday until after the successful completion of the probation period, other than at the sole discretion of your Line Manager* (*this being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head).

Timing and length of holidays

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

Holidays must normally be taken during school holiday periods which are confirmed each year in the School Calendar.

You may in exceptional cases be permitted to take holidays during term time subject to the prior written approval of your Manager or the Head.

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

Carrying over unused holidays

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

Holiday during long-term absences

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

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

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

Termination of employment

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

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

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

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

Unauthorised holidays

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

Sickness and holidays

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

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

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

Procedure

Procedure for requesting holidays

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

You are required to submit completed holiday requests to your Manager as early as possible, normally giving a minimum notice of one month.

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

Anti-Bribery and Corruption

What this policy covers

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

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

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

What is bribery?

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

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

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

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

Your entitlements and responsibilities

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

This policy applies to all individuals working at all levels (whether permanent, fixed-term or temporary), consultants, contractors, and includes Governors, volunteers, agents, sponsors, or any other person associated with the School (collectively referred to as "workers" in this policy).

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

Gifts, Hospitality, Promotional, and other Business Expenditure

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties. Hospitality and promotional, or other business expenditure which seeks to improve the image of the School, or to establish cordial relations with our actual or prospective pupils and parents, suppliers and business partners, is recognised as an accepted and important part of doing business.

However, offers or receipts of hospitality and other similar business expenditure can be employed as a form of bribery. It is therefore essential that any such corporate gifts and receipts of this nature are reported and duly authorised.

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

- it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- it complies with local law;
- it is given in the School's name, not in your name;
- it does not include cash or a cash equivalent (but gift certificates or vouchers are acceptable up to a value of £50 from a single source);
- it is appropriate in the circumstances, for example, in the UK it is often customary for small gifts to be given at Christmas time;
- taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
- it is given openly, not secretly;
- the perceived value of the gift is not more than around £100, and the value of the hospitality does not exceed £200; and
- gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of the Director of Finance and Resources or Head.

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

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

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

Donations

The School only makes charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made in the School's name or on behalf of the School without the prior approval of the Director of Finance and Resources or Head.

Facilitation payments

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

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

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

Recording the receipt and giving of gifts

The School keeps financial records and has appropriate internal controls in place which will evidence the business reason for making payments to third parties. You must make your line manager aware and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.

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

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

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

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

Procedure

Reporting a concern

You must notify the Director of Finance and Resources or Head as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.

Any staff member who breaches this policy will face disciplinary action, which could result in the person's dismissal for gross misconduct.

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

Confidential and safe reporting procedures

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

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

Training and implementation

Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy.

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

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

Capability Policy and Procedure

What this policy covers

This policy applies to employees only.

The School operates a capability procedure which works in parallel with the disciplinary procedure. Clearly it is not always appropriate to label incapability and poor performance as misconduct warranting disciplinary action, though it may be so sometimes. However, the School does need to be able to address performance inadequacy and deal with it effectively.

This procedure applies where a member of staff is failing to carry out their responsibilities or duties in a satisfactory manner, due to a lack of ability, experience or qualifications or on health grounds.

This procedure aims to ensure fairness and consistency throughout the School and provides for warnings to be given for failure to meet our standards of job performance.

Most performance improvement procedures will follow the course set out below. However, the process may vary to suit individual circumstances; such a variation will not amount to a breach of this procedure. The procedure will be invoked when performance issues arise or are identified either following an appraisal process or otherwise.

The procedures set out in this document aim to ensure that there is:

- Openness and awareness for employees when they are not meeting the required levels of performance.
- A means of monitoring performance and establishing performance criteria.
- A degree of consistency in how employees are given opportunities to attain satisfactory levels of performance.
- Assistance in identifying the most appropriate form(s) of support and providing that support

The School will consider what training and support it can give the employee to help them meet the performance requirements.

The School reserves the right to discipline or dismiss you without following the Capability Procedure if you have less than 24 months' continuous service.

Procedure

Informal Capability Procedure

The School will normally address performance issues informally, and offer, where appropriate, training and support to an employee before progressing to the formal stages under this procedure.

Formal Capability Procedure

If the School considers that your performance is unacceptable, and it is necessary to invoke the formal capability procedure you will be notified in writing of the School's concerns and / or alleged shortfall or failure in performance, together with any evidence relied upon as practical and available. Upon reasonable notice you will be invited to attend a capability meeting. The meeting will usually be with your Line Manager* (*this being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head) and an appropriate member of the leadership team. Following the meeting, you will be informed in writing of the outcome. You will also be informed of your right to appeal the decision.

Attending the Capability Meeting

You must take all reasonable steps to attend the meeting at the proposed time. In the event that you fail to attend the meeting the meeting will usually be rearranged once, but should you fail to attend the rearranged hearing then a decision may be reached in your absence.

Appeal

You may appeal against a decision within five working days of receipt of the written decision. Such appeals are to be made in writing to the Director of Finance and Resources.

The appeal hearing will be convened as soon as is reasonably practicable. The appeal hearing will be held by the Head or Director of Finance and Resources, or a Governor or panel of up to three Governors (who have had no prior involvement). The Head or Director of Finance and Resources will not hear the appeal if they held the capability meeting. Where new evidence arises prior to or during the appeal you will be given access to any relevant information or evidence and will have the opportunity to make representations. You will have the right to be accompanied at any appeal hearing by a fellow worker or Trade Union official. You will be informed in writing of the decision of the appeal hearing following the conclusion of the hearing. The decision will be final. In the event of an unsuccessful appeal against a decision to dismiss the original dismissal date shall stand.

If a formal warning is given, a record will be kept of the shortfall or failure, any defence or mitigation made, minutes of the capability hearing, the action taken and reasons for it, whether an appeal was lodged, its outcome and any subsequent developments. These records are confidential and will be retained on the personal file in accordance with data protection legislation.

The School will normally address performance issues informally, and offer, where appropriate, training and support to an employee before progressing to the formal stages under this procedure.

Performance Warnings

Written warning

In the case of serious shortfall, or failure or a repetition of earlier shortfall or failure, a written warning will usually be given, setting out the precise nature of the shortfall or failure, the likely consequences of further shortfall or failure and specifying, if appropriate, the improvement required and over what period. The employee's Head of Department will offer help with training and supervision as required. A written warning will be kept on record but will usually be considered expired after 12 months. The employee's performance may be appraised, at intervals to be determined by your Head of Department, at any time during this period.

Final written warning

In the case of a further repetition of earlier shortfall or failure or if you still fails to improve or if the shortfall or failure, whilst falling short of gross negligence, is serious enough to warrant only one written warning, a final written warning will be given, setting out the precise nature of the shortfall or failure containing a statement that any recurrence or failure to improve will lead to dismissal or whatever other penalty is considered appropriate and specifying, if appropriate, the improvement required and over what period. A final written warning will be kept on record but will usually be considered expired after 12 months. Your Head of Department will offer help with training and supervision as required. Your performance will be appraised, at intervals to be determined by their Head of Department, at any time during this period.

Depending upon the seriousness of the matter and all the circumstances, any of the above stages may be omitted.

Dismissal

In the case of gross negligence, or if all of the appropriate stages of the warning procedure have been exhausted, you will normally be dismissed.

The School reserves the right to consider other possible formal action, including (but without limitation): demotion or transfer; loss of seniority or salary increment.

If you are dismissed, you will be provided with a written statement detailing the reasons for dismissal, the date on which employment will terminate and the right of appeal.

Examples

The following are non-exhaustive and non-exclusive examples of the sort of performance shortfalls or failures, which will normally lead to action being taken.

Minor offences (informal oral warning)

- Occasional poor job performance involving sub-standard work or application.

Serious offences (written or final written warning)

- Consistent poor performance or application.
- Failure to improve performance following an appraisal meeting or performance review, within the timescale specified within such a meeting or review.
- Failure to perform duties or roles to an acceptable standard for reasons which it is within your power to rectify.

If there is no adequate improvement following the issue of warnings, such issues may result in dismissal.

Capability and consistent performance offences (dismissal with notice)

- Unsuitability and/or incapability of performing role or main job functions/duties as set out in job description and which could not be rectified by training or coaching.
- Consistent failure or inability to improve performance to required or reasonable standards or to the level of other members of staff carrying out the same, similar or equivalent work.

Gross negligence (dismissal without notice)

- In the most serious cases of gross negligence, normally (but not necessarily) resulting in significant financial loss or loss of reputation to the School, where our continued trust and confidence in you has been destroyed as a result, dismissal may be without notice or payment in lieu of notice.

Long term sickness absence

Where your lack of capability is as a result of long term sickness absence then the School will always seek medical advice prior to making a decision about your ongoing employment. The School will also consider whether there are any reasonable adjustments which can be made to assist you to perform your role. In cases where the School has significant concerns about your long term ability to perform your job as a result of health grounds the School will normally move to dismissal stage without prior warnings.

Right to be Accompanied

You have the right to be accompanied at each meeting by a fellow worker or trade union official.

Attending the Capability Meeting

You must take all reasonable steps to attend the meeting at the proposed time. In the event that you fail to attend the meeting the meeting will usually be rearranged once, but should you fail to attend the rearranged hearing then a decision may be reached in your absence.

Computers and Electronic Communications

Related policy: Staff Code of Conduct (Section C1 no. 2)

What this policy covers

This policy applies to employees, workers and contractors.

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

You are only permitted to use the School's computer systems in accordance with the School's Data Protection, Bring Your Own Device to Work, and Monitoring Policies and the following guidelines.

Your responsibilities

The School's computer systems and software and their contents belong to the School and they are intended for School's purposes only. You are not permitted to use the School's systems for personal use, unless authorised by your Line Manager* (*this being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head).

You are not permitted to download or install anything from external sources unless you have express authorisation from the Director of Finance and Resources or Head.

No device or equipment should be attached to the School's systems without prior approval of the Director of Finance and Resources or a Head.

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

System security

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

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

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

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

Processing personal data

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

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

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

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

Use of e-mail

Where the School's computer systems contain an e-mail facility, you should use that e-mail system for business purposes only.

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

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

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

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

Internet access

You are required to limit your use of the internet to sites and searches appropriate to your job. The School may monitor all internet use by staff.

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

Monitoring

Monitoring of the School's computer systems and electronic communications may take place in accordance with the School's Monitoring Policy. Please refer to the School's Monitoring Policy for further details (Section E, No. 20).

Procedure

Misuse of computer systems

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

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

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

Complaints of bullying and harassment

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

Conduct and Standards

What this policy covers

This policy applies to employees, workers and contractors.

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

You should refer also to the School's Staff Code of Conduct for Teaching and Support Staff which is available for you to consult on Firefly. This provides further details of the professional behaviour and standards of conduct required for working in a school where the care and welfare of students is paramount.

Your duties and responsibilities

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

Attendance and Timekeeping

You must:

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

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

Persistent poor timekeeping may result in disciplinary action.

Conduct Standards

You must:

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

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

Flexibility

You may be required to work additional hours at short notice, in accordance with the needs of the business.

You may also be required to undertake duties outside your normal job remit and to work at locations other than your normal place of work.

Confidentiality

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

Conduct while representing the School

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

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

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

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

Outside activities and other employment

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

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

Health and Safety

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

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

Dress and Appearance

The personal appearance of staff makes an important contribution to the School's reputation and image and the standards of dress expected from its pupils. For this reason, it is important that your dress and appearance is professional and creates a positive image reflecting the environment in which you work. You should ensure that your appearance and clothing is not likely to be viewed as offensive, revealing or sexually provocative and that it does not distract, cause embarrassment or give rise to misunderstanding. Your clothing should be free from any political or otherwise contentious slogans.

For further information please refer to the Dress Code (Section E, No. 13).

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

Property and equipment

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

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

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

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

Clear desk policy

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

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

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

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

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

Gifts

Staff should be aware of the school's policy regarding arrangements for the declaration of gifts received and given.

You need to take care that you do not accept any gift that might be construed as a bribe by others, or lead the giver to expect preferential treatment.

There are occasions when students or parents wish to pass small tokens of appreciation to staff, for example at Christmas or as a thank-you, and this is acceptable. However, it is unacceptable to receive gifts on a regular basis or of any significant value. You should refer to the School's Anti-Bribery and Corruption policy for further information on the giving and receiving of gifts and hospitality. If you are concerned about whether you or your colleagues may be at risk of giving or receiving a bribe (financial or otherwise) you should contact the Director of Finance and Resources.

There are occasions when students or parents wish to pass small tokens of appreciation to Staff, for example at Christmas or as a thank-you, and this is acceptable. However, it is unacceptable to receive gifts on a regular basis or of any significant value. You should refer to the School's Anti-Bribery and Corruption policy (Section E, No. 6) for further information on the giving and receiving of gifts and hospitality. If you are concerned about whether you or your colleagues may be at risk of giving or receiving a bribe (financial or otherwise) you should contact the Director of Finance and Resources.

You may not give personal gifts to students. It is acceptable for Staff to offer prizes of small value in certain tasks or competitions.

Personal searches

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

Personal property and bicycles

You are solely responsible for the safety of your personal possessions on School premises and should ensure that your personal possessions are kept in a safe place at all times. Valuables should not be brought to work and you should keep essential belongings with you, secured in your locker or in a safe place.

Lost and found property should be reported immediately to the school office.

Bicycles should be secured outside the basement on the chapel side and changing facilities with showers are available for staff use in the basement on the chapel side.

Environment

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

Breach of this policy

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

Gross Misconduct

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

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

Data Protection

What this policy covers

This policy applies to employees, workers and contractors.

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

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

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

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

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

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

Data Protection principles

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

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

Your entitlements

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

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

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

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

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

Access to your personal data [subject access requests]

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

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

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

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

Other rights

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

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

Your responsibilities

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

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

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

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

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

Processing special categories and criminal records data

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

Procedure

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

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

- recruitment, promotion, training, redeployment and/or career development, such as references, CVs and appraisal documents;
- administration and payment of wages, such as emergency contact details and bank/building society details;
- calculation of certain benefits including pensions;
- disciplinary or grievance issues;
- performance management purposes and performance review;
- recording of communication with staff and their representatives;
- compliance with legislation;
- provision of references to financial institutions, to facilitate entry onto educational courses and/or to assist future potential employers; and
- staffing levels and career planning

How we use special categories and criminal records data

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

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

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

Accuracy of personal data

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

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

Security of personal data

The School will ensure that personal data is not processed unlawfully, lost or damaged. If you have access to personal data during the course of your employment, you must also comply with this obligation. If you believe you have lost any personal data in the course of your work, you must report it to your Line Manager* immediately. (*This being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head). Failure to do so may result in disciplinary action up to and including dismissal without notice.

Data breaches

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

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

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

Access to personal data ["subject access requests"]

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

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

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

Disciplinary Policy and Procedure

What this policy covers

This policy applies to employees only.

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

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

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

Your entitlements and responsibilities

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

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

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

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

Disciplinary sanctions

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

Written warning

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

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

Final written warning

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

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

Dismissal

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

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

Disciplinary procedure

Suspension from work

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

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

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

Investigation Meetings

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

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

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

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

Invitation to a Disciplinary Meeting

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

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

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

Your right to be accompanied at a Disciplinary Meeting

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

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

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

Action if you cannot attend the meeting on the proposed date

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

Attending the disciplinary meeting

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

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

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

After the Disciplinary Meeting

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

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

Notification of the decision and disciplinary sanction

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

Your right of appeal against disciplinary action

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

The Appeal Meeting

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

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

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

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

Disclosures and Disclosure Information

What this policy covers

This policy applies to employees, workers and contractors.

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

This policy outlines the School's legal basis for processing and also obligations in respect of the handling, use, storage, retention and disposal of Disclosures and Disclosure Information. It also sets out your obligations regarding disclosing information and the implications of an unsatisfactory disclosure being received.

The School's responsibilities

General principles

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

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

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

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

Use of disclosure information

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

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

Storage and access

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

Handling

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

Retention

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

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

Disposal

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

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

Your responsibilities

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

Dress Code

What this policy covers

This policy applies to employees and workers.

Teaching is a formal and professional vocation. The personal appearance and cleanliness of staff makes an important contribution to the School's reputation and image. This policy reflects the high expectations of the School in terms of teaching and learning, behaviour and our pupils' uniform. It is recognised that staff perform a variety of different roles and this Dress Code takes that into account.

This policy provides:

- Guidance for new staff
- A benchmark against which the standards of all can be measured
- A framework to inform decisions on standards taken by individual(s)

Rationale:

- All staff must dress in a manner which reflects their professionalism
- All staff are models for the learners in the school, therefore they have a responsibility to model appropriate dress and appearance
- The image that we project as professionals is associated with how we present ourselves; the image of the school in the community is related to how all adults in the school dress. It is therefore important to dress appropriately when acting in a professional capacity and with due regard to any conclusions parents/visitors may draw from your appearance

Your responsibilities

General Principles

Staff must abide by the dress code and dress appropriately for their particular role:

- Clothing should be clean and in a good state of repair
- The Head has the final say on whether clothing and appearance is appropriate
- If a staff member's clothing or appearance is not deemed appropriate, the Head or other member of SLT will speak to the staff member concerned to discuss any concerns

Information for all staff

- Clothing must be professional attire, not casual wear
- Male staff must wear a shirt, tie, trousers and smart shoes (except PE staff)
- Female staff must wear smart dresses or separates (except PE staff). Trousers may be full or be length, but no shorter. Any cropped trousers must be formal and tailored. Skirts and dresses should not be too short (just above knee length at the shortest). Shirts, blouses, knitwear and other smart tops may be worn, plus smart shoes or boots
- Administrative staff are expected to adhere to the same dress code as teachers
- Other support staff and non teaching staff (e.g. technicians, kitchen staff, caretaker) should dress smartly and appropriately for their role taking into account health and safety issues/the physical nature of their role
- Hair should be neat and tidy. No extreme hairstyles are allowed
- Visible tattoos are discouraged and must be discreet
- Jewellery should be discreet with visible piercing restricted to ears (for women only). Single nose studs may be worn for reasons of culture or religious observance only
- On formal occasions (such as Mass, parents' evenings, Prize giving) all staff attending must dress in a professional manner befitting the event. Staff are expected to wear academic gowns and hoods (supplied by the school) for Prize giving.

The following may be helpful in clarifying what is and what is not appropriate:

- No denim
- No revealing or excessively tight clothing
- No t-shirts (except PE staff); exceptions are for female staff who wear t-shirts in conjunction with other clothing
- No shorts (except PE staff)
- No tracksuits or gym wear (except PE staff)
- No leggings unless under an appropriate length skirt or dress
- No jeggings
- No inappropriate footwear e.g. flip flops and trainers (except PE staff) which may contravene Health & Safety guidelines.
- Women's tops may be sleeveless but should not be 'strappy' (i.e. have narrow shoulder straps) or be strapless
- No large logos
- No clothes that are excessively worn or faded
- No clothes with rips or tears

Equal Opportunities and Diversity

What this policy covers

This policy applies to employees, workers and contractors.

The School recognises the benefits of a diverse workforce and is committed to providing a working environment that is free from discrimination.

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

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

Your entitlements and responsibilities

Unlawful discrimination

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

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

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

The principles of non-discrimination and equality of opportunity also apply to the way in which staff must treat visitors, pupils, parents, suppliers and former members of staff.

The School is a Catholic foundation and is registered with the Secretary of State as being of a designated religious character. This may be taken into account when recruiting teaching staff where appropriate to do so.

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

Recruitment of ex-offenders

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

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

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

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

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

Further information on the recruitment of ex-offenders is detailed in the Recruitment and Selection policy.

Career development

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

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

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

Disability

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

A disability will not of itself justify the non-recruitment of an applicant for a position at the School. Such reasonable adjustments to the application procedures shall be made as are required to ensure that applicants are not disadvantaged because of their disability. For example, where written tests are used, alternative arrangements will be made for visually impaired applicants.

If you experience difficulties at work because of your disability, you may wish to contact your Head of Department to discuss any reasonable adjustments that would help overcome or minimise the impact of your disability on your work or working arrangements. Your Head of Department may wish to consult with you and your medical adviser about possible adjustments and you may be required to give your consent to a report being produced about your state of health and ability to perform your duties. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible. Once an adjustment has been made its operation may need to be reviewed at agreed intervals, to assess its continuing effectiveness.

The School will make such adjustments to work arrangements or School premises as are reasonable to enable a disabled staff member to carry out his or her duties. This will include, but is not limited to, consideration of the provision of specialist equipment, job redesign, flexible hours.

Where during the course of their employment a staff member with a disability recognises their need for a reasonable adjustment to be made to work arrangements or School premises, he or she should discuss this requirement with the Bursar.

Procedure

Complaints of discrimination

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

If you believe that you have been discriminated against, you are encouraged to raise the matter as soon as possible with your Line Manager or other senior staff using the School's Grievance Procedure (outlined elsewhere in the Employee Handbook).

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

Investigating accusations of unlawful discrimination

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

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

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

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

Equal Opportunities Monitoring

The School may carry out monitoring for the purposes of measuring the effectiveness of its equal opportunities and diversity policy.

Expenses

What this policy covers

This policy applies to employees and workers.

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

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

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

Your entitlements and responsibilities

The School's responsibilities

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

There are legal and tax implications regarding re-imbusement of expenditure and subject to the nature of the re-imbusement these may have "benefits-in-kind" implications requiring notification to HM Revenue and Customs. This Policy has been developed in the context of prevailing UK income and general tax laws. The HM Revenue and Customs (HMRC) web site provides details on tax matters as they relate to travel and expenses.

Your responsibilities

Recognising the importance of exercising due and proper care in expending School resources, you are expected to minimise expenses by achieving best value without impairing the efficiency of the School. This includes using the most cost-effective transport methods and routes when conducting School business.

All expenses incurred and claimed must comply with this Policy. In signing a claim form the claimant is confirming compliance.

Staff responsible for authorising claims should confirm that what has been claimed is consistent with this Policy and that value for money has been properly considered.

Where required, claims must be evidenced with supporting documentation and receipts. Credit and debit card transaction slips are not accepted as receipts unless sufficient detail of the expenditure is provided on the debit/credit card receipt.

You should ensure that all expense claims are made promptly, for a claim to be valid it must be correctly submitted within one month of the expenditure being incurred.

What can be claimed?

Set out below are details of the expenses that can be claimed. This list is not exhaustive, for help and advice in relation to this Policy please consult with the Bursar before incurring any expenditure.

Travelling expenses

Travelling expenses will be paid to you when you need to travel on School business.

Provided it has been cleared with the Bursar first and evidence of adequate insurance cover provided, you may use your private vehicle for journeys on school business. However, School pupils should not be carried in private vehicles.

The School will normally reimburse:

- standard-class rail fares
- business mileage in accordance with HM Revenue & Customs guidelines or as advised by the School. Mileage claims should be based on the distance between the School and destination, or home and destination, if less.
- car-parking costs (but not parking fines or penalties) incurred whilst undertaking your duties for the School

In accordance with HM Revenue and Customs guidelines the School will not accept claims for home to work travel. Where the related journey does not start from the normal place of work the mileage claimed should be the lesser of the journey undertaken or that from the normal place of work to the destination.

Accommodation and allowances

The School will reimburse the reasonable cost of food and accommodation when an overnight stay is unavoidable on the production of receipts.

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

Attending School Events

Part-time staff are involved fully in the life of the School: if you work part-time you are asked to attend prize giving, Parents' evenings, option evenings. You are also invited to attend after school staff meetings, especially if a particular agenda item is of relevance.

You may claim for re-imburement of normal travel expenses incurred in attending if the meeting or event is not your normal working day.

Interview Expenses (Non-Staff)

Interview candidates may claim agreed travel costs subject to reasonableness.

Taxis

The cost of Taxis will be reimbursed if this is the most cost effective or most appropriate means of reaching your destination. Taxis should only be used where Public Transport has stopped or it would not be reasonable to expect an employee to use it.

The School will cover costs of taxis where an employee is required to work exceptionally late and providing late working is neither regular (a predictable pattern, e.g. every Friday night) nor frequent (more than 60 occasions per year.)

Telephone and Internet/Wi-Fi Charges

Only the cost of calls made for School business will be reimbursed, substantiated by a log or itemised phone bill. No proportion of phone rental, internet dial-up or broadband will be reimbursed. Call details must be documented and submitted with expense claims. Telephone charges on hotel bills must be identified as business calls.

Trip Expenses

All School Trip Expenses must be authorised by the Bursar well in advance and in any case before any recharges to parents howsoever made. No bookings for travel or associated payments should be made until this has been done.

Vaccinations

The cost of vaccinations required in order to protect Staff travelling to locations where specific diseases and conditions are prevalent can be claimed as a legitimate Trip expense.

Foreign Currency

Receipted commission and buy back costs incurred in purchasing foreign currency are permitted Trip expenses and can be claimed.

Expense Claims should not include the purchase of equipment, goods or services.

These items must be purchased via the Bursar or School Office.

Credit card

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

Use of a School credit card for personal expenditure may be treated as a disciplinary offence and could lead to disciplinary action, up to and including the termination of your employment without notice for gross misconduct.

School credit cards must be returned to the School no later than on the final day of employment.

Procedure

Claims must be made on the appropriate claim form, which can be found in Appendix 2 of the Staff Handbook on the School's S: Drive and Firefly and must be supported by original receipts.

Only claims in GBP Sterling will be accepted and where expenditure has been incurred in a foreign currency this must be converted using either:

- the exchange rate applied to convert GBP in cash to the foreign currency in cash or
- the exchange rate shown on the claimant's bank statement or credit card statement

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

Claims can only be approved by the appropriate budget holder in accordance with the established delegated authorities which can be found in the Staff Handbook on the School's S: Drive and Firefly. The claimant is responsible for ensuring the claim complies with this Policy.

Advances for Expenses

Every effort should be made to obviate the need for an advance. Only the Director of Finance and Resources or Head can approve requests for an advance and all requests should be fully justified and at the appropriate level.

All reasonable effort will be made to provide advances at short notice but in order to guarantee these will be processed before departure at least 2 weeks' notice is required.

All advances are treated as loans which must be accounted for within 15 days of returning to School. Cash advanced must be offset against an expense claim and if any balance remains, repaying any unspent amount via the Bursar. Failure to do this could result in the School deducting the full amount from your salary.

Any attempt to submit a false claim will be treated as a serious disciplinary offence.

Payment of Expenses

Expenses will ordinarily only be reimbursed via the School payroll and shown as a line item on your payslip.

Eye Tests

This policy applies to employees and workers.

The School recognises that visual fatigue is one of the possible hazards associated with display screen work.

The costs of eyesight tests will be met by the School if employees use Display Screen Equipment (DSE) as substantial part of their daily routine. As a guide this would be 30% of their working day on a screen and at least one-hour viewing or keying per day.

The School will ensure the following:

- Timely and effective eyesight tests for 'regular' users of Display Screen Equipment
- Provision of corrective glasses if they are required solely for DSE work

This eyecare policy is designed to support the School's compliance with the Working with Display Screen Equipment Regulations 1992.

Procedure

Staff should:

- Seek line manager approval before arranging the test
- Arrange a test with an optician from the list supplied
- Arrange the eyesight test at a time agreed with the line manager to ensure minimal disruption to the business
- Take care of any glasses provided

The optician will confirm in writing whether or not glasses are required solely for DSE use. If they are required the School will meet the cost of the lenses and basic frames, up to the NHS value of the glasses.

The cost of the test and glasses will be reimbursed to employees via the expenses claim procedure.

Glasses will not be supplied if they are required for general use.

Flexible Working

What this policy covers

This policy applies to employees only.

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

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

The School will make every effort to accommodate requests for flexible working, provided that your duties can still be carried out effectively.

Your entitlements

Eligibility for flexible working

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

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

Procedure

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

Making an application

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

Applications must be made in writing and submitted to your Line Manager* (*this being your Head of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head).

An application will be considered to have been made on the day that it was received by the School.

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

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

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

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

How your application will be considered

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

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

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

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

The School's response

Following the meeting your manager will write to you to either:

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

Or

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

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

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

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

Appealing if your application is refused

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

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

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

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

Grievance

What this policy covers

This policy applies to employees and workers.

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

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

Your responsibilities

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

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

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

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

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

Procedure

Dealing with grievances informally

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

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

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

Your right to be accompanied at Grievance Meetings

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

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

Formal procedure

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

You must set out the nature of the grievance, and the full particulars of it, in writing. The written grievance should be submitted to your manager in the first instance, or to the person identified in your contract of employment. If your grievance is against your manager, you should submit it to another manager or a more senior member of the School.

Attending the Grievance Meeting

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

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

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

Notification of the outcome

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

Appeals against grievance outcomes

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

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

The Appeal Meeting

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

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

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

Harassment and Bullying

What this policy covers

This policy applies to employees, workers and contractors.

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

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

What is harassment and bullying?

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

Definition of harassment

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

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

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

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

Definition of bullying

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

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

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

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

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

Your rights and responsibilities

Your rights

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

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

Your responsibilities

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

You should discourage harassment and bullying by making it clear that you find such behaviour unacceptable. You should also support colleagues who suffer such treatment and are considering making a complaint. You must alert a Line Manager* (*this being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head) or supervisor immediately to any incident of harassment or bullying to enable the School to deal with the matter promptly and effectively.

The School's responsibilities

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

Procedure

In order to raise a complaint of harassment or bullying, please refer to the School Grievance Procedure (Section E, No. 17).

Maternity and Adoption Leave

What this policy covers

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

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

This policy also covers associated issues such as holidays.

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

Your entitlements

Time off for antenatal care

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

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

Time off for adoption appointments

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

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

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

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

Different types of leave available

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

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

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

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

New mothers and adoptive parents have the right to transfer all, or part, of their AML or AAL entitlement to the other parent or to share Parental Leave. Further details can be found in the Paternity Leave policy and the Shared Parental Leave policy (Section E, No. 28).

Compulsory Maternity Leave

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

Benefits during Maternity or Adoption Leave

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

Statutory Maternity and Adoption Pay (SMP/SAP)

SMP and SAP are payable for up to 39 weeks.

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

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

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

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

Qualifying for SMP and SAP

To qualify for SMP or SAP you must:

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

Enhanced Maternity and Adoption Pay

Enhanced Maternity and Adoption Pay is payable to staff who have been employed continuously for one year at the beginning of the 11th week before the expected week of childbirth or the date of being informed by the approved adoption agency, or the central authority, that they have been matched with a child

Enhanced Maternity and Adoption Pay is paid at the rate of four weeks at full pay, 2 weeks at 90% pay and 12 weeks at 50% pay and is inclusive of any entitlement to SMP or SAP or financial allowance if you do not qualify for SMP or SAP. You will not be entitled to receive Enhanced Shared Parental Pay in respect of the same birth or adoption for which you receive Enhanced Maternity and Adoption Pay.

Enhanced Maternity and Adoption Pay is payable on the basis that you are available or able to return to work for at least 13 weeks (including periods of School closure) following the end of your period of Maternity or Adoption Leave. Enhanced Maternity or Adoption Pay must be repaid to the School if you do not return to work for at least 13 weeks at the end of the SPL period.

Returning to work after Maternity or Adoption Leave

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

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

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

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

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

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

Holiday entitlement and Maternity or Adoption Leave

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

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

Contact during Maternity or Adoption Leave

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

Keeping in Touch (KIT) days

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

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

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

Procedures

Notification procedures for Maternity Leave

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

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

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

Changing the start of your Maternity Leave

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

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

Or

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

Notification procedures for Adoption Leave

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

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

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

To qualify for Adoption Leave, you must:

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

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

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

You may choose to start your Adoption Leave either from;

- the date of the child's placement

Or

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

Changing the start of your Adoption Leave

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

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

Overseas adoption

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

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

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

Monitoring

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the School's approach to monitoring, provides information relating to the types of monitoring used and the School's obligations in relation to such monitoring and in introducing additional monitoring.

The School's responsibilities

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

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

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

Types of monitoring

The monitoring carried out may include:

- monitoring of premises using video cameras
- monitoring e-mails and analysing e-mail traffic
- monitoring websites visited by staff using School systems
- recording telephone calls and checking call logs
- monitoring the use of School vehicles via vehicle-tracking systems
- entry and exit systems, including the use of biometric data such as fingerprints
- tracking via mobile devices

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

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

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

Additional monitoring

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

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

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

Covert monitoring

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

Parental Bereavement Leave

What this policy covers

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

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

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

Your entitlements and responsibilities

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

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

Qualifying conditions for Parental Bereavement Leave

In order to qualify for Parental Bereavement Leave you must:

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

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

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

Statutory Parental Bereavement Leave Pay

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

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

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

Contractual benefits during your Parental Bereavement Leave

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

Right to return to work following Parental Bereavement Leave

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

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

Contact during Parental Bereavement Leave

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

Procedure

Requesting Parental Bereavement Leave

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

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

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

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

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

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

Taking Parental Bereavement Leave

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

Claiming Parental Bereavement Leave Pay

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

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

Returning to work after your Parental Bereavement Leave

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

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

Breach of this policy

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

Parental Leave

What this policy covers

This policy applies to employees only.

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

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

Your entitlements

Qualifying conditions

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

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

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

Taking Parental Leave

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

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

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

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

Contractual benefits during Parental Leave

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

Procedure

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

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

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

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

The right to postpone Parental Leave

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

Returning to work after Parental Leave

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

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

Breach of this policy

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

Paternity Leave and Paternity Pay

What this policy covers

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

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

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

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

Your entitlements and responsibilities

Right to accompany a pregnant woman to antenatal appointments

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

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

This time off is limited to:

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

Paternity Leave

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

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

Further details of Adoption Leave entitlement are set out in the Maternity and Adoption Policy (Section E No. 19).

Qualifying conditions for Paternity Leave

In order to qualify for Paternity Leave you must:

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

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

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

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

Statutory Paternity Pay

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

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

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

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

Contractual benefits during your Paternity Leave

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

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

Contact during Paternity Leave

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

Procedure

Requesting Paternity Leave

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

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

Taking Paternity Leave

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

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

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

Changing the start of your Paternity Leave

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

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

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

Returning to work after your Paternity Leave

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

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

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

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

Breach of this policy

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

Public Interest Disclosure ('Whistleblowing')

What this policy covers

This policy applies to employees, workers and contractors.

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

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

Your responsibilities

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

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

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

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

Procedure

In the first instance, you should raise any concerns you have with your Line Manager* (*this being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head).

If you believe your Line Manager to be involved, or if, for any reason, you do not wish to approach your Line Manager, then you should raise it with a more senior person in the School.

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

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

Escalating your concern

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

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

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

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

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

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

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

Independent advice

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

whistle@protect-advice.org.uk

0203 117 2520

www.protect-advice.org.uk

Recruitment and Selection Policy

This policy applies to employees, workers and contractors.

What this policy covers

The School is committed to providing the best possible care and education to its pupils and to safeguarding and promoting the welfare of children and young people. The School is also committed to providing a supportive and flexible working environment to all its members of staff. The School recognises that, in order to achieve these aims, it is of fundamental importance to attract, recruit and retain staff of the highest calibre who share this commitment.

The aims of the School's recruitment policy are to:

- a. Ensure that the best possible staff are recruited on the basis of their merits, abilities and suitability for the position.
- b. Ensure that all job applicants are considered equitably and consistently.
- c. Ensure that no job applicant is treated unfairly on any grounds including race, colour, nationality, ethnic or national origin, religion or religious belief, sex or sexual orientation, marital or civil partner status, disability or age.. Ensure compliance with all relevant legislation, recommendations and guidance including the statutory guidance published by the Department for Education (DFE), Safeguarding Children and Safer Recruitment in Education (the Guidance) and the code of practice published by the Disclosure and Barring Service (DBS).
- e. Ensure that the School meets its commitment to safeguarding and promoting the welfare of children and young people by carrying out all necessary pre-employment checks. Employees involved in the recruitment and selection of staff are responsible for familiarizing themselves with and complying with the provisions of this policy.

Recruitment and Selection Procedure

All applicants for employment will be required to complete an application form containing questions about their academic and employment history and their suitability for the role. Incomplete application forms will be returned to the applicant where the deadline for completed application forms has not passed. A curriculum vitae will not be accepted in place of the completed application form.

Applicants will receive a job description and person specification for the role applied for. The applicant may then be invited to attend a formal interview at which his/her relevant skills, experience and application in general will be discussed in more detail. If it is decided to make an offer of employment following the formal interview, any such offer will be conditional on the following:

- a. The agreement of a mutually acceptable start date and the signing of a contract incorporating the School's standard terms and conditions of employment.
- b. The receipt of two satisfactory references (one of which must be from the applicant's most recent employer).
- c. The receipt of an enhanced disclosure from the DBS which the School considers to be satisfactory.. Verification of the applicant's medical fitness for the role.
- e. Confirmation that the applicant is not named on the Barred List (where appropriate).

Medical Fitness

The School is legally required to verify the medical fitness of anyone to be appointed to a post at the School, after an offer of employment has been made but before the appointment can be confirmed. It is the School's practice that all applicants to whom an offer of employment is made must complete a Medical Questionnaire. The information contained in the questionnaire will then be held by the School in strictest confidence and will not form part of the selection process. The information contained in the questionnaire of the successful candidate will be reviewed against the Job Description and the Person Specification for the particular role, together with details of any other physical or mental requirements of the role (e.g. proposed timetable, extra-curricular activities, layout of the School, etc.). If there are any doubts about an applicant's fitness the School will seek a medical opinion from a specialist or request that the applicant undertakes a full medical assessment.

The School is aware of its duties under the Equality Act 2010. No job offer will be withdrawn without first consulting with the applicant, obtaining medical evidence, considering reasonable adjustments and suitable alternative employment.

Pre-Employment Checks

In accordance with the recommendations set out in the ISI Guidance, the School carries out a number of pre-employment checks in respect of all prospective staff as follows:

a. Verification of identity and address. All applicants who are invited to an interview will be required to bring the following evidence of identity, right to work in the UK, address and qualifications:

(1) Passport.

(2) Two utility bills or statements (from different sources) showing their name and home address.

(3) Documentation confirming their National Insurance Number (P45, P60 or National Insurance Card).

(4) Original documents confirming any educational and professional qualifications referred to in their application form.

(5) Where an applicant claims to have changed his/her name by deed poll or any other mechanism (e.g. marriage, adoption, statutory declaration) he/she will be required to provide documentary evidence of the change.

(6) Birth certificate or other proof of date of birth. Proof of date of birth is necessary so that the School may verify the identity of, and check for any unexplained discrepancies in the employment and education history of all applicants. The School does not discriminate against applicants on the grounds of age.

b. References. References will be taken up on short listed candidates prior to interview. All offers of employment will be subject to the receipt of a minimum of two references which are considered satisfactory by the School. One of the references must be from the applicant's current or most recent employer. If the current/most recent employment does/did not involve work with children, then the second referee should be from the employer with whom the applicant most recently worked with children. Neither referee should be a relative or someone known to the applicant solely as a friend. All referees will be asked whether they believe the applicant is suitable for the job for which they have applied and whether they have any reason to believe that the applicant is unsuitable to work with children. All referees will be sent a copy of the job description and person specification for the role which the applicant has applied for. If the referee is a current or previous employer, they will also be asked to confirm the following:

- (1) The applicant's dates of employment, salary, job title/duties, reason for leaving, performance and disciplinary record.
- (2) Whether the applicant has ever been the subject of disciplinary procedures involving issues related to the safety and welfare of children (including any in which the disciplinary sanction has expired).
- (3) Whether any allegations or concerns have been raised about the applicant that relate to the safety and welfare of children or young people or behaviour towards children or young people.
- (4) Sickness record - but only in requests sent out after the offer of employment has been made.

The School will only accept references obtained directly from the referee and it will not rely on references or testimonials provided by the applicant or on open references or testimonials. The School will compare all references with any information given on the application form. Any discrepancies or inconsistencies in the information will be taken up with the applicant and the relevant referee before any appointment is confirmed.

c. Criminal records check. Due to the nature of the work, the School applies for an enhanced disclosure from the DBS in respect of all prospective staff members, governors and volunteers. An enhanced disclosure will contain details of all convictions on record (including those which are defined as "spent" under the Rehabilitation of Offenders Act 1974) together with details of any cautions, reprimands or warnings held on the Police National Computer. An enhanced disclosure will also reveal whether an applicant is barred from working with children or vulnerable adults by virtue of his/her inclusion on the lists of those considered unsuitable to work with children or vulnerable adults maintained by the DBS. An enhanced disclosure may also contain non-conviction information from local police records which a chief police officer thinks may be relevant in connection with the matter in question. Newly appointed staff may begin work at the Headmistress' discretion pending receipt of a DBS certificate. This will only be allowed if all other checks, including a check of the Barred List have been completed and providing appropriate supervision can be put in place. DBS checks will be requested for applicants with recent periods of overseas residence and those with little or no previous UK residence. These applicants may also be asked to provide further information, including the equivalent of a DBS disclosure, from the relevant jurisdiction(s).

Contractors and Agency Staff

Contractors engaged by the School must complete the same checks for their staff that the School is required to complete for its staff. The School requires confirmation that these checks have been completed before the Contractor can commence work at the School.

Agencies who supply staff to the School must also complete the pre-employment checks which the School would otherwise complete for its staff. Again, the School requires confirmation that these checks have been completed before an individual can commence work at the School. The School will independently verify the identity of staff supplied by such an agency.

Recruitment of Ex-Offenders

The School will not unfairly discriminate against any applicant for employment on the basis of conviction or other details revealed. The School makes appointment decisions on the basis of merit and ability. If an applicant has a criminal record, this will not automatically bar him/her from employment within the School. Instead, each case will be decided on its merits in accordance with the objective assessment criteria set out below.

In view of the fact that all positions within the School will amount to 'regulated positions' within the meaning of the Protection of Children Act 1999 (as amended by the Criminal Justice and Courts Services Act 2000), all applicants for employment must declare all previous convictions (including those which would normally be considered 'spent' under the Rehabilitation of Offenders Act 1974). A failure to disclose a previous conviction may lead to an application being rejected or, if the failure is discovered after employment has started, may lead to summary dismissal on the grounds of gross misconduct. A failure to disclose a previous conviction may also amount to a criminal offence.

Under the relevant legislation, it is unlawful for the School to employ anyone who is included on the lists maintained by the DBS of individuals who are considered unsuitable to work with children or vulnerable adults. In addition, it will also be unlawful for the School to employ anyone who is the subject of a disqualifying order made on being convicted or charged with the following offences against children: murder, manslaughter, rape, other serious sexual offences, grievous bodily harm or other serious acts of violence. It is a criminal offence for any person who is disqualified from working with children to attempt to apply for a position within the School. If the School receives an application from a disqualified person, is provided with false information in, or in support of an applicant's application; or the School has serious concerns about an applicant's suitability to work with children, it will report the matter to the Police, and DBS.

Assessment criteria. In the event that relevant information (whether in relation to previous convictions or otherwise) is volunteered by an applicant during the recruitment process or obtained through a disclosure check, the School will consider the following factors before reaching a recruitment decision:

- a. Whether the conviction or other matter revealed is relevant to the position in question.
- b. The seriousness of any offence or other matter revealed.
- c. The length of time since the offence or other matter occurred.. Whether the applicant has a pattern of offending behaviour or other relevant matters.
- e. Whether the applicant's circumstances have changed since the offending behaviour or other relevant matters.
- f. The circumstances surrounding the offence and the explanation(s) offered by the convicted person.
- g. If the post involves regular contact with children, it is the School's normal policy to consider it a high risk to employ anyone who has been convicted at any time of any the following offences:
 - Murder, manslaughter, rape, other serious sexual offences, grievous bodily harm or other serious acts of violence.
 - Serious class A drug related offences, robbery, burglary, theft, deception or fraud.

If the post involves access to money or budget responsibility, it is the School's normal policy to consider it a high risk to employ anyone who has been convicted at any time of robbery, burglary, theft, deception or fraud.

If the post involves some driving responsibilities, it is the School's normal policy to consider it a high risk to employ anyone who has been convicted of drink driving within the last ten years.

Assessment procedure. In the event that relevant information (whether in relation to previous convictions or otherwise) is volunteered by an applicant during the recruitment process or obtained through a disclosure check, the School will carry out a risk assessment by reference to the criteria set out above. The assessment form must be signed by the Bursar and the Headmistress of the School before a position is offered. If an applicant wishes to dispute any information contained in a disclosure, he/she can do so by contacting the DBS direct. In cases where the applicant would otherwise be offered a position were it not for the disputed information, the School will, where practicable, defer a final decision about the appointment until the applicant has had a reasonable opportunity to challenge the disclosure information.

Retention of Records

If an applicant is appointed, the School will retain any relevant information provided on their application form (together with any attachments) on their personnel file. If the application is unsuccessful, all documentation relating to the application will normally be confidentially destroyed after six months.

References

What this policy covers

This policy applies to employees and workers.

This policy outlines the School's approach to giving references relating to current, former or prospective staff.

Your entitlements

All requests for references should be communicated to the Head or the Director of Finance and Resources. No reference should be given on behalf of the School by a staff member other than these people.

Mortgage, rent or legal references will only be given in response to a specific written request and no information will be supplied without your permission.

If you provide a personal reference for another staff member, you are responsible for ensuring that under no circumstances is this written on the School's headed paper nor in any way implies that it is written on behalf of the School. Any such reference must expressly state that the views expressed are your own personal view and in no way reflect the views of the School. If you are in any doubt about giving a reference you should speak to the Bursar.

Procedure

Giving references

References relating to current or former staff members employment may only be given by the Head or Director of Finance and Resources. No other person in the School is permitted to provide a written or verbal reference about any current or former person's employment. Any requests for such references should be passed to the Director of Finance and Resources or Head.

Requesting references

The School makes each new staff members offer of employment conditional upon the receipt of a minimum of two references that are satisfactory to the School. Anyone who is responsible for recruitment should routinely seek a minimum of two written references in respect of any applicant to whom they are considering making a job offer.

Those responsible for recruitment should also:

- inform all job applicants at interview that any job offer made by the School will be provisional and will depend on the receipt of references that are satisfactory to the School;
- request each job applicant's written consent to their seeking written references from agreed, named people.

No references will be sought from any referee without the knowledge and specific written permission of the applicant.

Further details of the School's use of references during the recruitment of new staff is contained in the Recruitment policy.

Safeguarding

What this policy covers

This policy applies to employees, workers and contractors.

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

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

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

This policy should be read in conjunction with the School's Safeguarding and Child Protection policy (Section C1 No. 1) which contains further details of your responsibilities and the School's procedures in relation to protecting children against abuse.

Your entitlements and responsibilities

What is "abuse"?

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

Recruitment

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

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

Work that becomes a regulated activity

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

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

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

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

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

The School's duty to refer information

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

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

Procedure

You must remain vigilant at all times of the risk to children of abusive behaviour from different sources including members of their family, other children and staff.

If you believe that any children have been subjected to abuse, you should refer the circumstances to the School's Designated Safeguarding Lead or in their absence the Deputy Designated Safeguarding Lead for full investigation.

All allegations, complaints, concerns or suspicions against Staff should be reported directly to the Head.

All allegations, complaints, concerns or suspicions about the Head should be reported to the Chairman of Governors (or in his absence, the Vice Chair).

All allegations, complaints, concerns or suspicions about the Chairman of Governors should be reported to the Head (or in their absence, the Vice Chair of Governors). If the alleged perpetrator of abuse is another staff member, the circumstances will be investigated fully under the School's Disciplinary Procedure.

If necessary, the School will refer details of the circumstances to the Disclosure and Barring Service.

If, following full investigation of the circumstances, the School determines that the perpetrator should be dismissed, the perpetrator's details will be referred to the Disclosure and Barring Service.

The School's Safeguarding and Child Protection policy which can be found as part of the Staff Handbook on the School's S:Drive and Firefly, contains further details of the School's procedures in relation to reporting your concerns or suspicions of abuse.

Shared Parental Leave

What this policy covers

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

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

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

Your entitlements

Qualifying for Shared Parental Leave

To be entitled to SPL you must:

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

In addition, the other parent must:

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

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

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

Amount and timing of Shared Parental Leave

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

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

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

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

Benefits during Shared Parental Leave

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

Shared Parental Pay

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

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

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

Enhanced Shared Parental Pay

Enhanced Shared Parental Pay is payable to employees on SPL who have been employed continuously for one year. Enhanced Shared Parental Pay is paid at the rate of four weeks at full pay, 2 weeks at 90% pay and 12 weeks at 50% pay and is inclusive of any entitlement to ShPP. Enhanced Shared Parental Pay will only be paid during periods in which you are also claiming ShPP. If you have received Enhanced Maternity or Adoption Pay in respect of the same birth or adoption, you will have the equivalent amount deducted from any entitlement to Enhanced Shared Parental Pay. Enhanced Shared Parental Pay is payable on the basis that you are available or able to return to work for at least 13 weeks (including periods of School closure) following the end of your period of SPL. Enhanced Shared Parental Pay (but not Statutory ShPP) must be repaid to the School if you do not return to work for at least 13 weeks at the end of the SPL period.

Holiday entitlement and Shared Parental Leave

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

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

Contact during Shared Parental Leave

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

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

Procedure

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

Notice of entitlement and intention to take SPL and ShPP

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

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

Notice of curtailment of Statutory Maternity/Adoption Leave and payments

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

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

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

Notice to take a specific period of SPL and ShPP

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

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

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

Confirmation of SPL & ShPP

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

If more than one period of leave is requested in a period of leave notice, the School will seek to accommodate the request but this cannot be guaranteed. Your Line Manager* (*this being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head) will discuss the request with you to determine if it can be accommodated. If it cannot be accommodated, there may be an alternative pattern of leave which can be agreed, or the request may be refused. The School's decision will be confirmed in writing.

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

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

Varying a period of leave

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

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

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

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

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

Evidence requirements

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

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

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

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

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

Returning from Shared Parental Leave

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

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

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

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

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

Sick Pay

What this policy covers

This policy applies to employees and workers.

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

Your entitlements

Statutory Sick Pay

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

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

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

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

SSP is normally payable for a maximum of 28 weeks.

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

The provisions relating to SSP are extremely complex. If you have any questions about this policy, you should discuss these with your Line Manager* (*this being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head).

Contractual sick pay

The School operates a Contractual Sick Pay Scheme. Any payments made under this Scheme shall include SSP payments where they fall due.

Details of any entitlement are outlined in your contract of employment. If you work part-time, you will receive this entitlement on a pro rata basis.

The following section sets out the rules which apply to the Contractual Sick Pay Scheme.

There is no entitlement to Contractual Sick Pay in the following circumstances:

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- if you are involved in disciplinary proceedings under the School's disciplinary rules and procedures
 - if your injury or illness is self induced, or where you act or behave in a manner which prejudices your recovery
 - if you are serving a period of notice to terminate your employment, whether that notice is issued by the School or you
 - if you fail to fully comply with the absence notification rules and procedures, as set out from time to time within this Employee Handbook

The School reserves the right to make discretionary Contractual Sick Pay payments to those who are excluded under the above conditions.

You should note that this is not an entitlement to additional holiday or paid time off for any reason other than genuine incapacity through illness or injury.

The School reserves the right to request you, at your sole cost and expense, to produce a medical certificate at any stage in relation to your injury or illness. The School may withhold any Contractual Sick Pay otherwise due in the event that you fail to produce a valid medical certificate in relation to any period of absence due to sickness or injury.

The rules of the Contractual Sick Pay Scheme do not imply that termination of your employment may not take place before the payment of Contractual Sick Pay has been exhausted.

It is expected that you claim any Social Security sickness benefits to which you may be entitled. You must notify the School of all such payments, which the School will deduct from any amounts of Contractual Sick Pay otherwise payable.

Procedure

You must comply with the School's Absence Procedure, which is outlined in this Employee Handbook (Section E No. 1).

Social Networking Sites and Blogs

What this policy covers

This policy applies to employees, workers and contractors.

This policy sets out the School's position on use of social networking sites and blogs, whether conducted on School media and in work time or your own private media in your own time.

Your responsibilities

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

The School does not object to you setting up personal accounts on social networking sites or blogs on the internet, in your own time and using your own computer systems. Nor does it preclude such sites which are set up by the School's marketing assistant for educational use by staff/students. However, you must not do so on School media or in work time. Further the School requires that your profile and any photos of you are 'locked down' as private so that students or parents do not have access to your personal data or images.

You must deny current or recent students access to your profile so you do not put yourself in a vulnerable position.

You should be aware that you leave yourself open to a charge of professional misconduct if images of you in a compromising situation are made available on a public profile by anyone.

If a student does gain access to your profile by fraudulent means (impersonation or hacking) senior leadership should be informed immediately.

Where relationships exist between staff and those who are also parents at the School, or personal friends who are parents at the School, social networking is acceptable but caution must be exercised so that professional standards are maintained and staff do not compromise themselves or the School.

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

You must not disclose School secrets, breach copyright, defame the School or its clients, suppliers, customers or staff, or disclose personal data or information about any individual that could breach data protection laws on your blog or on your social networking site.

Social networking site posts or blogs should not be insulting or abusive to staff, suppliers, School contacts, clients or customers.

Compliance with related policies

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

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

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

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

References to the School

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

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

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

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

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

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

Business Use of Social Media

If your job duties require you to speak on behalf of the School in an online social media environment, you must still seek approval for such communication from your Line Manager* (*this being your Head of Department. for Heads of Department/Subject Leaders a Senior Teacher or, in the case of a Senior Teacher/Deputy Senior Teacher/Deputy Head/Director of Pastoral Care, the Associate Head or Head) who may require you to have training before you are permitted to participate in social media on behalf of the School.

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

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

Third parties

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

This policy should be read in conjunction with the School's policies on Computers and Electronic Communications and Monitoring. (Section E, Nos 8 & 20).

Confidential Information and Intellectual Property

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

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

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

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

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

Monitoring

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

Procedure

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

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

Stress Policy

What this policy covers

This policy applies to employees and workers.

The School is committed to protecting, so far as is reasonably possible, the health, safety and welfare of all its staff. We recognise that workplace stress is an issue that can have an adverse impact on those affected and acknowledge the importance of identifying and reducing workplace stress factors.

This policy will apply to all those employed by the school. Heads of Department/Line Managers are responsible for its implementation and the school is responsible for providing the necessary resources.

Your entitlements and responsibilities

The School will support staff at all levels to manage stress not only for themselves but for their colleagues too.

The School is committed to raising awareness and understanding of the needs and issues of those affected and to promote stress free environments for all its staff to enjoy.

Definition and Symptoms of Stress

This policy will use the following definition of stress as defined by the Health and Safety Executive: "stress is the adverse reaction people have to excessive pressure or other types of demand placed on them". This definition makes the distinction between pressure, which can have a positive effect when managed correctly and stress which can be detrimental to health.

All staff should be alert to possible symptoms of stress in others which may include:

- Increase in sickness related absence, particularly short term absence.
- Decrease in work performance.
- Decrease in decision making ability.
- Changes in work relationships, e.g. conflict between colleagues.
- Decrease in staff motivation/commitment.
- Working longer hours but with diminishing effectiveness.
- Lack of enthusiasm.

Symptoms to be alert for in recognising stress in yourself include:

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- Fatigue, disturbed sleep, aching muscles.
 - Loss of appetite, indigestion.
 - Dependence on alcohol or drugs.
 - Headaches.
 - Inability to relax.
 - Sense of not being in control.
 - Difficulty in retaining information.
 - Poor concentration and indecisiveness.
 - Increased irritability.
 - Change in attitude to work/colleagues.
 - Anxiety/depression.

Each member of staff should be alert to these symptoms either in themselves or in colleagues and to take appropriate action to address the issue in accordance with the steps set out in this policy.

The School will seek to maintain a well-managed work environment, in which all reasonably practicable steps will be made to keep work related stress to a minimum. Where stress factors are identified, the school aims to work with staff to ensure that appropriate steps are taken to reduce and manage stress. In order to achieve these policy goals, the school will seek to give effect to the following:

- The School will take reasonable steps to identify all workplace stress factors and conduct risk assessments to eliminate stress or control the risks from stress.
- The School will consult with staff/safety representatives on all proposed action relating to the prevention of workplace stress.
- As requested, the school will provide adequate resources to enable Heads of Department and Line Managers to implement this policy.
- The school will communicate to all staff the content of this policy.
- The school will encourage Heads of Department and Line Managers, wherever possible, to remedy institutional features which create stress. Where this is not possible, such issues should be identified and reported.
- The School will operate reporting procedures with proper safeguard for confidentiality.

Responsibilities of Departmental Heads and Line Managers

- Conduct and implement recommendations of risk assessments within their area.
- Ensure good communication between staff particularly where there are organisational and procedural changes.
- Ensure staff are fully trained to discharge their duties.
- Ensure staff have opportunity for career progression as appropriate.
- Monitor workloads to ensure a fair distribution of work.
- Monitor working hours to ensure that staff are not working to excess.
- Monitor holidays to ensure that staff are taking their full entitlement.
- Attend training as requested on good management practice and health and safety.
- Ensure that bullying and harassment are not tolerated within their department.
- Be vigilant and offer additional support to a member of staff who is experiencing stress outside work, e.g. bereavement or separation.
- Meet regularly with staff to listen to any concerns.
- Create a culture in which staff know they can raise concerns and that their concerns will be treated sympathetically and seriously.

Responsibilities of Staff

- Raise issues of concern (including concern relating to colleagues) with Heads of Department and Line Managers. Do not wait until a formal appraisal to identify concerns.
- Accept opportunities for counselling when recommended.

Establishing the Problem

If you know or suspect you have a stress-related problem, or that you are at risk of developing one, you should make an appointment at the earliest opportunity with your respective Head of Department or Line Manager. The issues of concern to you will be fully discussed and appropriate steps will be agreed.

The issues of concern to you will be fully discussed and appropriate steps will be agreed. If you suspect that a colleague has or is developing an adverse stress reaction he/she should raise the matter in confidence with his/her Line Manager.

Where time off is required

There may be occasions where stress impacts so negatively on health that individuals have to take time off work. It is the School's objective to minimise such absence by providing support for its staff and to help plan a structured return to work.

Where time off is identified as an appropriate measure the staff will be on sick leave and entitled to all benefits under the contract of employment. It is important that staff in such circumstances seek immediate advice from their GP or other medical expert since anxiety and depression are medical conditions which can often be effectively treated through medicine and counselling and through a structured return to the work environment.

While the person is undergoing treatment, the School has the right to obtain confirmation from the GP or advisory body that ongoing treatment is being obtained and to ask for the likely timeframe for return to work. The School may also require the person to see an independent doctor or other health professional.

Prior to or on the person's return to work, a meeting will take place with the staff member and his/her Head of Department/Line Manager to consider the medical position and the circumstances leading up to the person's absence. Consideration will be given to an appropriate strategy for the individual to return to work which may include:

- Adjustments to the individual's duties, workload or place of work where this can be reasonably be achieved, either on a temporary or long term basis, with consideration of any salary implications.
- An initial return to work on a part time or flexible basis.
- The offer of a job on a lower level of responsibility with a correspondingly lower salary.

It will be the responsibility of the staff and Head of Department/Line Manager to ensure that any recommendations resulting from the meeting are implemented and that the staff member meets regularly with his/her Head of Department/Line Manager to discuss any additional steps which need to be taken to mitigate a recurrence of stress.

Where a return to work is unlikely in the foreseeable future either because of the severity of the condition or where the school cannot reasonably create the changes in working environment that the person and/or GP or medical expert sets out as a precondition to return to work, then early retirement on medical grounds or termination of employment on grounds of medical incapacity will be considered.

Where stress, depression or anxiety are given as the reasons for short-term, frequent absences the person's Head of Department/Line Manager should meet with the person to seek to address any underlying work problems as soon as possible.

Where time off is not required

Where a member of staff has indicated that he/she is suffering from stress but does not want to take time off work, the following steps will normally be followed:

- The person will meet with his/her Head of Department/Line Manager to discuss the matter.
- If recommended by the Head of Department/Line Manager, the person will visit his/her GP or an independent specialist for further examination.
- If time off is recommended by the medical practitioner the person will take the appropriate time off work.
- Otherwise the person and his/her Head of Department/Line Manager will identify reasonable steps which can be taken to mitigate and minimise the factors occasioning stress.

Time Off for Dependants

What this policy covers

This policy applies to employees only.

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

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

This policy explains what is meant by dependant and in which circumstances unpaid time off can be granted and sets out the notification procedures.

Your entitlements and responsibilities

Definition of dependant

A dependant is:

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

What counts as time off

Reasonable time off will be granted in the following circumstances:

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

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

Procedure

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

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

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

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

Training and Development

What this policy covers

This policy applies to employees and workers.

The School is a place of learning for both students and staff. Structured training and development at all levels within the school is essential to the efficient and effective operation of the school's support services and the development of the individual.

The School aims to ensure that all staff have the knowledge, skills and experience to meet satisfactorily the required standards of job performance. In order to meet its requirements, the school will provide opportunities for personal development and advancement to those staff with the requisite ability, aspirations and characteristics.

The objectives of the Training and Development Policy are as follows:

- To provide an effective induction programme for each individual ensuring an understanding of the school, department and the individual's duties and responsibilities and this will include training/instruction on health and safety, safeguarding and any legal requirements, such as may arise through the charitable status of the school, associated with his or her job.
- To provide introductory and 'on the job' training to enable new staff members to reach the required performance standard.
- To identify the current and future training needs of the individuals and match these to cost effective training programmes.
- To provide training to ensure improvements in skills, knowledge and attitude.
- To encourage and staff to undertake further studies in the areas which are of benefit to themselves and their role in the school.

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

Your entitlements

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

InSET

Examples of professional development at the School:

- InSET
- Study Days
- Consortium meetings
- Mutual lesson observation and planning activities

For staff new to the school there is a programme of induction

For NQTs, the school follows ISTip guidelines. Further information is contained in the NQT policy available on Firefly.

InSET

Staff are encouraged to go on courses that will:

- inform them about developments in the teaching and examining of their subjects;
- benefit their work as teachers;
- enhance the development of their careers

Specific courses may be recommended to members of staff following the appraisal process.

Staff are encouraged to attend the Girls' Schools' Association cluster groups where the contact with colleagues in similar schools may be useful.

The school has a global budget for InSET that is not apportioned to subjects.

At the same time it is acknowledged that too many courses can reduce the amount of teaching time with certain classes and for this reason the following guidelines should be observed:

- As a general rule, only one member of a department should attend a particular course and then should disseminate the information to other members of that department;
- Permission to attend a course may be refused simply because too many staff will be absent from school on a particular day.
- Staff are asked to share relevant information from courses that they have attended with members of their department or the wider staff body by email.
- Further information is contained in the Training and Development policy (Section C4, No. 11) available as part of the Staff Handbook on the S: Drive and on Firefly.

Staff Appraisal

The performance review process involves senior staff in reviewing the attributes of their staff with a view to matching them with the school's requirements. The development of individuals is a two way process; departmental heads will discuss the performance of the individual and provide information on available opportunities, whilst staff will have the responsibility of informing their departmental head of their aspirations and co-operating with actions designed to maintain and improve their abilities. This process supplements the informal observation and contact between the departmental head and the staff member.

Further information is available in the Appraisal Procedures policy (Section C4, No. 1) available as part of the Staff Handbook on the S: Drive and Firefly.

Paying back your training costs

From time to time the School may pay for staff to attend training courses. In consideration of this, the School may ask that you enter into a separate agreement that if your employment terminates after the School has incurred liability for the cost of you doing so you will be liable to repay some or all of the fees, expenses and other costs. If this is case then you will be informed before you start the course of your liability and an agreement will be drawn up between you and the School.