

*'...those who hope in the LORD will renew their strength.  
They will soar on wings like eagles; they will run and not grow  
weary,  
they will walk and not be faint.' Isaiah 40:31*



# **EMPLOYEE HANDBOOK**

## **OUR RULES, POLICIES AND PROCEDURES**

**September 2019**

Common Trust Policies and Procedures, Use as Published

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*connect | nurture | aspire | learn | excel | hope*

## INDEX

<b>SECTION 1 – THE TRUST RULES</b>	<b>Page No.</b>
1. Your Responsibilities	6
2. Attendance and Timekeeping	7
3. Medication	7
4. Sickness, Injury and Sick Pay	8
5. Dentist, Doctors, Opticians etc	10
6. Holidays	10
7. Accidents	12
8. Smoking	12
9. Fire	13
10. Internet & Email	13
11. Social Networking Sites	15
12. Jury Duty	16
13. Severe Weather	16
14. Telephones (Office and Mobile)	17
15. Dress Code	18
16. Search	18
17. General Housekeeping	18
18. Gambling	19
<b>SECTION 2 – POLICIES</b>	
1. Disciplinary Policy	20
2. Appraisal Policy	30
3. Poor Performance (Capability) Policy & Procedure	37
4. Sickness Absence Policy & Procedure	42
5. Grievance Policy	47
6. Equal Opportunities Policy	49
7. Harassment Policy	51
8. Equal Pay Policy	52
9. Dignity at Work Policy	53
10. Relationships at work Policy	53
11. Maternity Policy	55
12. Paternity Leave Policy	59
13. Adoption Leave Policy	62
14. Shared Parental Leave Policy	65
15. Parental Leave Policy	66
16. Time off for Dependents Policy	67
17. Flexible Working Policy	69
18. Health & Safety	71
19. Alcohol & Drugs Abuse Policy	71

20. Bereavement Policy	72
21. GDPR Data Protection Policy	72
22. Whistleblowing Policy	72
23. Anti-Bribery Statement	79
24. Safer Recruitment Policy	80
Appendix 1 Family Leave Information for Employees on the Blue Book	87

## **WELCOME TO THE DIOCESE OF CANTERBURY ACADEMIES TRUST**

Welcome to Aquila, The Diocese of Canterbury Academies Trust (referred to throughout this handbook as “We” or “the Trust”). Our strength as an organisation is due to the skills and abilities of colleagues like you. We look forward to a long and successful working relationship with you and sincerely hope that your time with us is enjoyable and rewarding.

We aim to promote distinctive, inclusive communities of learning that seek to be underpinned by Christian values sourced in the Gospel narrative, enriching the whole educational experience. We aspire to excellence; to secure the best possible outcomes for children and young people, enabling them to fulfil their potential and make a worthwhile contribution to our diverse, dynamic society.

We aim to be the ‘Employer of choice’ and offer all our employees benefits such as:

- Staff Care Services which provide 7 x 1 hour face to face counselling sessions per year
- Child Care Salary Sacrifice Scheme
- Cycle to Work Scheme that provides tax free benefits for the purchase of a bicycle and associated clothing
- Tech Scheme that provides tax free benefits for the purchase of IT equipment
- A coach to support your career development
- We place a high priority on CPD opportunities for all staff
- Annual whole Trust staff development day
- Kent Rewards that provide benefits and discounts for all staff

### **About your employment**

You are employed by The Diocese of Canterbury Academies Trust to work at a particular academy within the Trust or at the Head Office. The Trust is managed by the Chief Executive Officer who reports to the Trust Board (Trustees). Day to day operational management of each academy within the Trust has been delegated to the Local Governing Body (LGB) who delegate further to the Head Teacher. The Head Office is managed by the Chief Executive Officer (CEO).

**Your relationship with the Trust is governed by the policies and procedures in this Handbook and by the terms and conditions in your contract of employment. Please take time to read both documents. If there is a conflict between the two, your contract of employment prevails.**

This Handbook is divided into two parts:

## **SECTION 1 – TRUST RULES**

Section 1 sets out the Trust's rules, procedures and general information. To ensure that the Trust is a safe, efficient and happy place to work it is very important that you obey the rules and always follow the set procedures.

## **SECTION 2 – POLICIES**

Section 2 sets out the Trust's policies for dealing with things like discipline, absence, grievances, maternity and other family leave. These policies are in place to help and protect you. Please try to familiarise yourself with them.

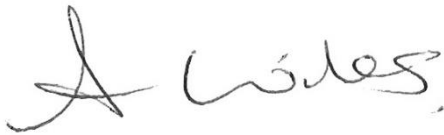
The Trust's policies set out how we manage particular issues that may affect you. They do not form part of your contract save for any policies and procedures which were incorporated into your contract and transferred under TUPE. Non-contractual policies and procedures may be changed from time to time to reflect developments in the Trust.

## **APPENDIX ONE – FAMILY LEAVE INFORMATION**

The Appendix contains more detailed provisions relating to family leave for those employees who are on the Blue Book.

If you are unsure about anything mentioned in either this Handbook or your contract of employment, please contact the Head Teacher in your academy or CEO for central staff as appropriate who will be able to help you.

We are very pleased that you have chosen to work for the Trust and we hope that your time with us will be long, fulfilling and happy.



**Annie Wiles**

**Chief Executive Officer**

## **SECTION 1 – THE TRUST RULES**

### **1. YOUR RESPONSIBILITIES**

Whilst working for the Trust your overriding responsibilities are:-

- To act wholeheartedly in the best interests of the Trust and its pupils; and
- To observe all safeguarding and safety rules and to act in a manner that ensures your own health and safety and the health and safety of others.

Any conduct that either puts your own health and safety at risk or the health and safety of others at risk will normally be treated as gross misconduct.

Any conduct that is detrimental to the best interests of the Trust or its relations with parents, pupils, stakeholders or the general public will normally be treated as gross misconduct.

Your general duties include the following:-

- To comply with all Safeguarding rules, policies and procedures and to report any concerns to the Designated Safeguarding Lead.
- To work hard, conscientiously, safely and loyally on behalf of the Trust and, if you are a teacher or in a leadership position, in accordance with the Teachers' Standards.
- To follow the reasonable and lawful instructions of the Trust and to work as a team, support one another and help the Trust achieve its objectives.
- To produce work of the best possible quality.
- To respect and care for the Trust's property.
- Not to be involved in any work or activity which is in competition with the Trust or which might adversely affect the Trust's best interests.
- To strictly obey all Rules and Regulations relating to health and safety and report to the Head Teacher (academy) or CEO (central office) as appropriate any hazards to safe working arrangements.
- To comply with the Trust's equal opportunities policy and to co-operate with it to ensure a working environment that is free from discrimination and prejudice and the fear of harassment, bullying or violence.
- To comply with the Trust's anti-bribery statement at section 23 and any policies in force governing your dealings with parents and other third parties.
- Whilst working for the Trust to devote all of your time and attention to your duties. You must not engage in any other business, activity or employment

(either inside or outside your normal working hours) that interferes with this duty.

- To notify your place of work at the earliest opportunity about any change in your personal circumstances such as your name, address or telephone number.

## **2. ATTENDANCE AND TIMEKEEPING**

The Trust expects excellent attendance and timekeeping. Persistent lateness may be treated as misconduct. It is your responsibility to make sure that you are at work and ready to start work at your scheduled starting time.

Any absence which does not comply with the provisions of your contract of employment relating to holidays or sickness or which has not been expressly authorised by the school in advance shall be regarded as an unauthorised absence and may be treated as gross misconduct..

If you are sick or injured and cannot attend work, then you must comply with the Trust's sickness/injury rules. The sickness/injury rules are set out at part 4 of this Handbook.

If you arrive at work late you must immediately report your arrival to the school office and sign in.

If you need to leave work before your scheduled finish time you must obtain the prior authority of your Head Teacher or the CEO (central office), as appropriate.

## **3. MEDICATION**

Any member of staff taking medication must seek confirmation from their GP or other qualified medical practitioner that such medication will not impair their ability to carry out their duties at the Trust.

It is good practice for staff to inform the school or CEO if you are on any kind of long term medication, which may impact on your ability to undertake your role. This will enable us to make reasonable adjustments, if required, and look after your health and safety. Such disclosure will be treated confidentially in accordance with our legal duties under data protection requirements.

For health and safety and safeguarding reasons, any medications (including over-the-counter medicines such as paracetamol) brought onto site, must be kept locked away at all times and not left in unlocked drawers or handbags etc.

#### 4. SICKNESS, INJURY AND SICK PAY

You are expected to be available to work during your normal working hours and must make every effort to attend work. **If you cannot attend work because of sickness or injury you must comply with the procedures for reporting sickness absence in your school.**

If your absence lasts for less than 8 calendar days, on your return to work you must complete an Absence Self-Certification which is available from your School Office or the Finance & Business Director (central staff) explaining the reason for your absence.

If your absence lasts for 8 or more consecutive calendar days (inclusive of weekends, rest days, public holidays, holidays and academy closures) then:

- You must get a medical certificate (MED3) from your GP confirming your inability to attend work. This form must be sent to the Head Teacher immediately.
- If you cannot return to work when your medical certificate expires, you must obtain another medical certificate from your GP and send it to the Head Teacher immediately. Certificates are required to cover the total period of your absence.
- You must telephone the school office at least one working day before you return to work so that arrangements can be made for your return.
- If your last medical certificate does not specify a date on which you can resume your duties before you return you must supply a medical clearance certificate confirming that you are fit to return to work.

All medical certificates must specify the nature of the illness / reason for the absence. Subject to all the particular circumstances, back dated/undated medical certificates may not be accepted.

The Trust reserves the right to withhold occupational sick pay for any periods not covered by a medical certificate or where the Trust is not satisfied as to the validity of the medical certificate (e.g. forged certificate etc).

Should your GP issue a “may be fit to work note” the Trust will take into account any advice / recommendations given by your GP in that note.

The Trust may request that you attend a meeting in your academy to consider the following:

- the advice that has been given by your GP and whether further advice is required from Occupational Health;
- your ability to return to/remain in your job in view both of your capabilities and the Trust’s needs and any adjustments that can reasonably be made to your job or work area etc;



- possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy;
- whether you are able to return to your job or a redeployed job, lighter duties;
- agreeing a return to work programme.

Where you are suffering longer term ill-health, you should at all stages seek to inform the academy as to any duties/roles that you feel that you might be able to still safely undertake despite your ill health.

The Trust may at its discretion, and with your agreement obtain a further opinion from an alternative medical expert / occupational health advisor or may ask you to write to your GP requesting further information.

The Trust will endeavour to make all reasonable adjustments as recommended by medical advice. If it is not possible for the Trust to implement recommended adaptations or adjustments because it is not reasonable to do so, it will explain the reasons for this to you. If this is the case, the Trust will agree a time-scale for review and/or a further meeting.

### **Sick Pay**

If you are absent from work due to sickness or injury and you comply with the requirements set out above, you will be entitled to “Trust sick pay”, which reflects either the Blue Book sick pay entitlement or the Burgundy Book entitlement, even if staff didn’t transfer over under either terms.

Employees under the Blue Book (i.e. support staff) will be entitled, subject to the rules stipulated in the Blue Book, to:

- During 1st year of service: 1 month’s full pay and after completing 4 months’ services, 2 months’ half pay;
- During 2nd year of service: 2 months’ full pay and 2 months’ half pay;
- During 3rd year of service: 4 months’ full pay and 4 months’ half pay
- During 4th and 5th year of service: 5 months’ full pay and 5 months’ half pay
- After 5 years’ service 6 months’ full pay: and 6 months’ half pay

Employees under the Burgundy Book (i.e. Teachers) will be entitled, subject to the rules stipulated in the Burgundy Book, in any one year to:

- During the first year of service you are entitled to full pay for 25 working days and after completing four calendar months’ service, half pay for 50 working days;
- During the second year of service you are entitled to full pay for 50 working days and then half pay for 50 working days.

- During the third year of service you are entitled to full pay for 75 working days and then half pay for 50 working days.
- During the fourth and subsequent years of service you are entitled to full pay for 100 working days and half pay for 100 working days.

For employees not under the Blue Book or Burgundy Book, entitlement to sick pay will mirror the Blue Book or Burgundy Book as appropriate.

The Trust sick pay is inclusive of any SSP (Statutory Sick Pay) to which you may be entitled, and receipt entirely depends on full adherence with this Sickness Policy.

Once your entitlement to the Trust sick pay has expired, you may continue to receive any SSP entitlement. For the purpose of SSP, your qualifying days shall be your normal working days. SSP is not payable for the first three days of absence.

### **Recoupment of Sick Pay**

In accordance with the Burgundy Book and Kent Blue Book, in the event that you are incapable of attending work by reason of illness or injuries sustained wholly or partly as a result of actionable negligence, nuisance or breach of any statutory duty on the part of any third party, all payments made to you by the Trust whether of salary or the Trust sick pay are paid by way of a loan refundable to the Trust and must be recovered from that third party in any claim made by you against them or otherwise recoverable as set out in the relevant provisions of the Burgundy/ Blue Books ('the Books').

The refund to the Trust will be limited to the amount of damages successfully recovered in respect of the Trust sick pay as out in the respective Books.

### **Return to Work**

Upon your return to work you will be interviewed for the purposes of ascertaining your well-being and fitness for work.

## **5. DENTISTS, DOCTORS, OPTICIANS AND OTHER APPOINTMENTS**

Prior approval must be sought for time off for medical appointments during working hours. Wherever possible, routine medical appointments should be made outside of working hours. Should this not be possible the Trust will allow reasonable paid time off to attend such appointments, where a request is supported by an appointment card or letter. Whenever possible, appointments should be made at the beginning or end of the working day to minimise absence during working hours.

## **6. HOLIDAYS**

Your annual holiday entitlement is set out in your contract of employment. A week for the purposes of holiday calculation is your normal working week. Part time employees are entitled to pro rata holiday entitlement. Full time support staff are entitled to one concessionary day at Christmas, the date to be determined by your Head Teacher.

Due to the nature of the Trust's business, many roles are required throughout the academy term time and employees engaged in these roles must take the whole of their holiday entitlement during academy closure periods. Your contract of employment will confirm whether you are required to take your holidays during academy closure periods. If you are, the rules below will not apply to your employment, and you should refer to your contract for details as to how holiday is dealt with.

If your contract of employment does not require you to take holidays during academy closure periods, you must arrange your holidays at the mutual convenience of both you and the Trust. You must give the Head Teacher or CEO (central staff) reasonable notice of your intention to take your holiday. The notice required should be at least one month, or at the discretion of the Head Teacher or CEO. The CEO must give reasonable notice to the Chair.

You are not entitled to carry forward any holidays from one holiday year to the next except in exceptional circumstances and unless you obtain the express prior written authority of the Head Teacher or CEO (central staff) as appropriate. No payments will be made in lieu of holiday not taken except in respect of your last year of employment,

All applications for holiday must be submitted to the Head Teacher or CEO (central staff) as appropriate for approval using our holiday request form. You are only allowed to take holidays if the Head Teacher or CEO has approved them in advance, who will exercise their discretion reasonably.

- For those who do not have to take their holiday during a period of academy closure, you are not allowed to take more than two consecutive working weeks' holiday unless you have obtained the express prior written permission of the Head Teacher or CEO (central staff).
- The Trust may object to you taking holiday on dates requested by you if it is inconvenient to the Trust. Holiday requests will normally be granted on a 'first come, first served' basis.
- If you start or leave your employment during the holiday year you shall be entitled to pro rata annual entitlement for each week of service in that holiday year.
- Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your current holiday year but not taken. If you have taken holidays in excess of entitlement the Trust shall be entitled to deduct the excess pay from your final salary payment.
- The Trust may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

## **Term time only employees**

Term-time only employees are generally not permitted to take holidays during term-time, and so your Contract of Employment normally will specify that your annual salary represents payment for working a set number of weeks out of 52 weeks, and includes a payment which represents your paid statutory holiday entitlement. Your salary will then be adjusted so that you will be paid in 12 equal monthly instalments. Employees are entitled to an increased paid statutory holiday entitlement once they reach 5 years' service.

## **7. ACCIDENTS (see Sick Pay section)**

Absences resulting from industrial disease, accidents or assault arising out of or in the course of your employment with the The Trust will be dealt with under the Blue Book or Burgundy Book, if applicable to your employment.

All accidents and incidents (including near-miss incidents) must be reported to the appropriate line manager/supervisor so that the cause can be ascertained, the control measures re-evaluated and action taken to prevent recurrence.

All accidents and incidents, no matter how minor, must be recorded in the Accident & Incident Book.

It is your responsibility to provide complete and accurate information to enable management to find out what went wrong, learn lessons and take action to prevent or reduce such accidents/incidents in the future.

## **8. SMOKING**

### **Purpose**

This policy has been developed to protect all employees, pupils, parents and visitors from exposure to second-hand smoke and to ensure compliance with laws that ban smoking in public places (including workplaces).

### **Policy**

Smoking, including the use of e-cigarettes, is prohibited throughout the entire Trust premises and grounds with no exceptions. This includes any Trust vehicles. This policy applies to all employees, parents, pupils and visitors.

You will be notified of any applicable designated smoking areas for your place of work.

### **Implementation**

Overall responsibility for policy implementation and review rests with the CEO and Head Teacher. All staff are obliged to adhere to and to facilitate the implementation of this policy.

The person named above shall ensure that all existing employees, consultants and contractors are aware of this policy and of their role in the implementation and monitoring of the policy. They will also ensure that all new personnel are given a copy of this policy on recruitment or induction.

### **Non-compliance**

Non-compliance with this policy and relevant law will be treated as a disciplinary offence.

## **9. FIRE AND LOCK DOWN POLICY**

Please see our Health and Safety Policy regarding our procedures regarding fire and our lock down policy.

## **10. INTERNET AND EMAIL**

### **Introduction**

The Trust's computer system contains an e-mail facility, which is intended to promote effective communication on matters relating to the Trust's business. The e-mail system should therefore be used for that purpose only. You have no right to privacy when using the Trust's computer system. The e-mail system should not be used for spreading gossip or in breach of any of the Trust's standard employment policies on issues such as sexual, racial or other types of harassment.

Messages sent on the e-mail system are to 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, as stipulated by the Trust. Messages should be concise and directed only to those individuals with a need to know. When addressing a large group of recipients, use the BCC facility for their addresses so as to protect the confidentiality of their email addresses.

Confidential information should not be sent externally and in some cases internally by e-mail without express authority and if required, password protected.

### **Legal Action against the Trust**

Messages sent over the e-mail system can give rise to legal action against the Trust. Claims for defamation, breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence. You are also reminded that messages are disclosable in any legal action commenced against the academy/Trust relevant to the issues set out in the e-mail.

### **The Trust's Rights**

The Trust reserves the right to retrieve the contents of all incoming and outgoing messages for the purpose of monitoring whether the use of the e-mail system is legitimate, when you are off sick or on holiday, to find lost messages or to retrieve

messages lost by computer failure, to assist in the investigations of wrongful acts or to comply with any legal obligation.

The Trust reserves the right to monitor email messages sent and/or received and to monitor your use of the Internet if there is reasonable cause for concern.

## **Security**

If you are given access to the e-mail system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person.

You should therefore keep your personal password confidential and change it regularly. When leaving your terminal unattended and when leaving your workplace, you should ensure you log off the system to prevent unauthorised users using your terminal in your absence.

## **Prohibited Use**

Your Trust email address must not be used to receive communications relating to any personal businesses or income generating ventures, such as property letting, or to subscribe to regular update emails for social activities such as cinema or theatre listings or other non-business purposes.

Employees are prohibited from downloading or saving inappropriate material or images on the Trust's computer systems.

## **General Rules**

Should you receive an e-mail message which has been wrongly delivered to your e-mail address you should notify the sender of the message by redirecting the message to that person but NOT in the case of SPAM which should be deleted immediately. Further, in the event the e-mail message contains confidential information, you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy the e-mail should be brought to the attention of the Head Teacher or CEO, as appropriate.

Misuse of the e-mail system in breach of these rules will be treated as misconduct.

Misuse of the e-mail system by transmission of any material in any of the following categories will constitute gross misconduct:

- defamatory;
- offensive or obscene;
- untrue or malicious;
- discriminatory on grounds of race, sex, age, marital status, disability, sexual orientation, religion or religious belief and philosophical beliefs;

- the Trust's Confidential Information (as defined in your contract of employment); and
- protected copyright material.

## **Internet**

If you are given access to the Internet, you must use it for legitimate Trust-related business only. Searching for or viewing or downloading web pages the content of which is offensive, obscene or discriminatory will constitute gross misconduct.

## **11. SOCIAL NETWORKING SITES**

### **The Trust Equipment**

Use of the internet (especially chat rooms and community sites such as Facebook) slows the system and encourages accidental downloading of viruses.

Employees are prohibited from using social networking websites such as Facebook or instant messaging services on the Trust computers or during working hours other than for Trust purposes.

Access to certain web-sites may be blocked, including the common social networking sites (Facebook etc) and dating web-sites.

Your Trust email address must not be used to receive communications from such websites e.g. Social networking sites such as Facebook and eBay or similar sites, message boards or any blog sites.

Employees should not under any circumstances use our systems to participate in any internet chat room, "twitter" system, any on-line auction website, post messages on any internet message board or set up or log text or information on a blog or wiki, even in their own time. Staff may use the schools system to communicate with unions during non-working time.

### **Personal Equipment**

If you use social networking sites at home or outside of work any comments you make may still have an impact on your work and your colleagues. Please note that you may still be subject to the Trust's Disciplinary Procedures if you make any defamatory, inappropriate and/or offensive comments about the Trust, its Trustees, Governors, its pupils, parents or your colleagues when online.

Should you come across any article or comments on-line that you feel the Trust may wish to respond to, you should bring this to the attention of the Head Teacher or CEO so that it can be dealt with in an appropriate manner. Under no circumstances should you attempt to respond yourself.

You must not take or retain images of any pupils on your own personal device or post any pupils' image on any social networking site.

You must not add any current or former pupils or relatives of pupils to your social networking profile without the express advance written authorisation of the Head Teacher or CEO as appropriate.

Please ensure therefore that you do not use systems like Facebook or Twitter to:

- gossip about colleagues in relation to work issues
- gossip or complain about management or management policies
- gossip or complain about pupils or parents
- give out any information in relation to your workplace
- directly communicate with or harass a colleague, pupil or parent in relation to an issue of dispute
- communicate with any pupil.

Such breaches are capable of amounting to gross misconduct and may therefore result in the termination of your employment.

## **12. JURY DUTY**

Leave of absence will normally be granted to you if you are called for jury duty. If you receive a notice of jury duty you must notify the Head Teacher or CEO as soon as possible in order that arrangements may be made to cover your position. In the event that your absence from work over a long period of time could cause hardship to the Trust, the Trust may request deferral of or excusal from your jury duty. Due to the nature of their role, Teachers are excusable from Jury Service and you may ask to be excused. Applications for excusal from teachers or students during term time, and particularly during exam periods, are normally deferred in the first instance.

Whilst on jury duty you will be expected to work as much of your regularly scheduled work week as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the number of hours you are normally scheduled to work during a normal working week (unless additional time is absolutely necessary and mutually agreed upon by you and the Trust).

A loss of earnings allowance payable from the court is offset against your salary.

## **13. SEVERE WEATHER**

The Trust will endeavour to open all academies and central office every normal working day regardless of weather conditions, unless it is unsafe to do so.

If it is impossible for you to come into work due to severe weather conditions, you must telephone the Head Teacher or CEO as soon as you are aware that you will not be able to attend.



If you cannot make it to your normal workplace due to severe weather, the decision as to whether that day should be paid, unpaid, taken as a holiday, or whether you will be permitted to work from home will be at the absolute discretion of the Head Teacher or CEO. Such discretion will be exercised reasonably depending on the circumstances.

If severe weather conditions cause a substantial delay in your arrival at work, you should notify the Head Teacher or CEO as soon as possible. The decision as to whether this lost time should result in a loss of pay will be at the absolute discretion of the Head Teacher or CEO as appropriate. Such discretion will be exercised reasonably depending on the circumstances.

If the Head Teacher or CEO as appropriate decides that in the interests of health and safety you should be permitted to leave for home before the end of the normal working day / shift due to weather conditions, then you will be paid at your basic rate as if you had stayed at work until the end of your normal working day / shift.

If the Head Teacher or CEO as appropriate decides that in the interests of health and safety not to open your academy, or central office for the day, you will be notified as soon as possible. This will be done as early as possible, but if you have already left home and cannot be reached, you may be sent home when you arrive. If you are told not to come in (or if you come in and are sent home), you will be paid at your basic rate as if you had attended work until the end of your normal working day/shift. You may be required to carry out some work from home if this is possible.

#### **14. TELEPHONES (OFFICE AND MOBILE)**

Telephone calls of a personal nature on the Trust's phones should be accepted or made only in cases of emergency.

Your personal mobile telephone must be on 'silent' mode during working hours. You must restrict personal mobile telephone calls and text messages to your rest breaks, and out of sight of students (e.g. in the staff room).

If you are provided with a mobile telephone to assist with the proper performance of your duties the mobile telephone remains the property of the Trust and the Trust may withdraw its use at any time. The mobile telephone is your responsibility and if it is lost you will be responsible for the replacement cost. It must be returned to the Trust on the termination of your employment.

You are permitted to make and receive personal telephone calls / texts on any mobile telephone issued to you but this must be kept to a minimum. If the Trust considers that there has been improper use of the mobile telephone, you may be required to meet the cost of any calls that are not academy related and such costs may be deducted from your remuneration.

#### **Use of Mobile Phones in Vehicles**

It is unlawful to use a hand held mobile telephone when driving. Time spent waiting at traffic lights or in a traffic jam is still considered to be driving.

All employees who drive vehicles whilst carrying out their duties will be required to comply with this law. If you do not comply, you will be subjected to disciplinary proceedings. Repeated or flagrant breach of this policy will result in dismissal.

If you need to receive or make a mobile telephone call whilst driving you must stop the vehicle in a safe place, turn off the engine and then make or receive the call once satisfied that it is safe to do so.

## **15. DRESS CODE**

Appropriate attire is necessary to maintain an image that reflects your academy the Trust's professionalism and high standards. It is important that dress is appropriate for the working environment.

Trainers, jeans and other casual clothing such as tee-shirts with slogans, short skirts and dresses, shorts and flip flops are not considered to be appropriate attire in most cases (i.e. unless required to your job role, e.g. teaching / supporting in physical education, or unless there is an organised trip or a "dress down" day). If further guidance regarding attire is required, this should be discussed with the Head Teacher or CEO as appropriate.

If you arrive at work inappropriately dressed, we reserve the right to require you to go home and get changed and not to pay you in respect of any time lost.

## **16. SEARCH**

The Trust reserves the right to invite the police to obtain a warrant to search any of the Trust's premises and/or people suspected of possession of stolen or other illegal goods or substances or who are suspected of committing or having committed any other criminal act.

## **17. GENERAL HOUSEKEEPING**

### **Parking**

All vehicles parked on any of the Trust's premises must be parked only in the designated parking areas and in such a way as to avoid obstructing access.

The Trust accepts no liability for damage to private vehicles parked on any of the Trust premises, howsoever it may be caused.

### **Collections**

You must not make any collections from colleagues or undertake any other form of fundraising for charity on the Trust's premises without prior authorisation from the Head Teacher or CEO as appropriate.

## **Staff Facilities**

Staff facilities provided by the Trust must be kept clean and tidy at all times. This is the responsibility of all employees.

## **18. GAMBLING**

With the exception of school fundraising activities, you are prohibited from gambling or betting on any of the Trust's premises whether during or outside of working hours including the use of gambling or gaming applications and websites.

## SECTION 2 – POLICIES

### 1. DISCIPLINARY POLICY

Please note the flowchart at page 29 for a quick overview of the process.

#### **Purpose and scope**

This policy is designed to help and encourage all employees to achieve and maintain high standards of conduct and attendance. The Trust always tries to deal with disciplinary issues fairly and promptly in line with our Christian values (subject to delays connected to academy closure periods). This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure set out in this policy will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it. When this happens The Trust will do its best to deal with the matter fairly and will pay particular attention to the need to give the employee every opportunity to explain their version of events.

**This procedure applies to all employees, including Head Teachers and Senior Management.** Where an allegation is made against a Head Teacher, informal action may be delegated to the Chair of Local Governors. Formal hearings will be heard by a panel of one or more Local Governors as well as a member of the Trust Board, who had no prior involvement in the matter under consideration. Appeals will be heard by a further panel of one or more Local Governors who had no prior involvement in the matter under consideration. Staff governors should not be a member of a governor panel. If there are insufficient Local Governors available to sit on a hearing or appeal panel, other LGB members from Trust academies may be co-opted onto the panel. For central staff members of the Trust board will carry out the process.

The Trust and its Board has overall responsibility for staffing matters and dismissals. However, in all member academies responsibility for dismissal decisions has been delegated to the Local Governors and Head Teacher, therefore formal hearings to consider dismissal must be heard by a panel of Local Governors and the Head Teacher. It is not appropriate for Staff Governors to be members of disciplinary or appeal panels.

This procedure will also apply where allegations of a breach of any safeguarding rules, policies or procedure or any misconduct related to allegations against children. However, due regard will be had to safe-guarding guidance, including Keeping Children Safe in Education (KCSIE) and other statutory guidance as applicable.

*HR advice from Ellis Whittam must be taken before undertaking any disciplinary action.*

## Principles

- You will be advised of the nature of the complaint against you, the allegations will be investigated appropriately and will be given the opportunity to state your case before any decision is made at a disciplinary meeting.
- You will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting. Witness statements may be, in appropriate circumstances, anonymised.
- No employee with two or more years' service will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.
- You will have the right to appeal against any disciplinary action to a person not previously involved in the disciplinary matter.
- The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.
- If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with the Head Teacher or CEO as appropriate as soon as possible.
- No formal disciplinary action or formal disciplinary investigation will be taken against a Trade Union representative until the circumstances of the case have been discussed with a full time official of their union.
- In the event that an Employee raises a grievance or a complaint of harassment or bullying in the course of a disciplinary process, both processes may continue concurrently. However, each case will be considered on its own merits to ensure that the Trust is acting reasonably.
- Employees will have the right to be accompanied by a colleague or accredited Trade Union representative at any formal hearing.
- The references to timeframes undertaken by the Trust in this policy refer to periods which fall within the usual 'teaching' days in the academy year (normally 195 days), irrespective of whether staff work 'all year round' or during term time only. The reason for this is that this process will often involve a member of the Senior Leadership Team (SLT), who will normally not be available outside the 195 teaching days. However, wherever possible, the academy will do what it reasonably can to resolve issues at the earliest opportunity but it is a natural consequence of the academy calendar that there will be periods of time that the SLT are not available and therefore this procedure may have to be placed on 'hold' until the relevant manager returns to academy. For clarification, if you are appealing a decision, you must do so within 5 working days of being informed of the outcome in writing.

Subject to academy closures, it is important that disciplinary issues are dealt with promptly. Any postponement will be dealt with in accordance with the ACAS Code of Practice. The Trust may need to proceed with a disciplinary hearing even if the employee is absent due to ill health or simply does not attend. Before hearing the matter in an employee's absence, the Trust will attempt to arrange the hearing in such a way that the employee will be able to attend or to submit written representations to the hearing and/or to arrange for an appropriate representative to attend the hearing on their behalf.

### **Informal action**

Most minor acts of misconduct can be dealt with informally through discussions between an employee and their line manager. This may consist of management guidance or an informal warning given orally or in writing. These steps are an everyday part of the management process and no formal procedure needs to be followed in respect of them.

Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

### **Investigation**

If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You will normally be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. You must co-operate fully and promptly in any investigation. This will include informing the investigating officer of the names of any relevant witnesses, disclosing any relevant documents to the investigating officer and attending investigative interviews if required. The right to be accompanied (see below) does not apply to any investigatory interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English. Any investigation meeting notes will normally be agreed and signed by both parties. In the event of a disagreement, the chair of the meeting will finalise the minutes and append any notes of disagreement.

### **Suspension**

If an allegation of gross misconduct is made against you, the Head Teacher and a member of the Local Governors may suspend you from work on full pay, whilst the matter is being dealt with. The CEO must be informed as soon as the decision to suspend is made. This process will be carried out by the CEO and a member of the Trust board central staff. It should be noted that suspension itself is not a disciplinary penalty and the period of suspension will be as short as reasonably practicable. The purpose of a suspension is either to allow an investigation to take place, or to protect the interests of the academy, its employees and students. During any period of suspension, you may be instructed not to contact other members of staff except for the purposes of preparing for any disciplinary hearing, where specific arrangements will

be made with you. If, on completion of the investigation and the full disciplinary procedure the Trust is reasonably satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

If a safeguarding allegation is made against you, and in accordance with statutory guidance, the academy will always notify LADO (Local Authority Designated Officer) before informing you. The academy will follow the guidance given by LADO in respect of investigation and your opportunity to respond to the allegations, and consider alternatives to suspension before making a decision as to whether you should be suspended.

## **Hearing**

Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is you will be informed of this and an appropriate date for the hearing will be arranged. This will take place within normal working hours wherever possible.

To ensure that you have adequate time to prepare for the hearing, The Trust will provide you in advance with a copy of all of the written evidence that will be considered at the hearing. In exceptional cases the Trust may need to withhold the identities of certain witnesses or hold back sensitive items of evidence. This will only be done where it is considered necessary to protect individuals or the essential interests of the Trust and every effort will be made to ensure that you are given as much information as possible so that a fair hearing can be conducted.

You will be given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, the Trust will generally try to give at least ten working days' notice of any hearing and in complicated cases a longer period of notice may be given.

The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by a senior employee who has not previously been involved in the case and who was not responsible for carrying out the investigation.

## **Right to be accompanied**

Employees are entitled to be accompanied at any formal disciplinary hearing by a fellow employee or Trade Union official of their choice. The Trust will ensure any chosen companion has appropriate reasonable paid time off to allow them to attend the hearing. It is, however, up to the employee in question to arrange for a companion to attend the hearing. If your chosen companion cannot attend on the day scheduled for the hearing then the academy will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place. The companion's role is to advise you during the hearing and make representations on your behalf; it is not to answer questions for you. However, both you and your companion are required to cooperate in ensuring a fair and efficient hearing.

## Evidence

The hearing will consider any evidence you choose to present. Should witnesses be prepared to appear on your behalf they will be permitted to do so provided that their evidence is relevant to the issues that need to be decided. The Trust will not compel or require any employee to appear as a witness on your behalf and in most circumstances evidence arising from the investigation will be presented in written form. You will be entitled to challenge any of the evidence presented but will not normally be entitled to cross-examine witnesses.

## Disciplinary action

After considering all of the evidence, including any submissions made by you or on your behalf, the manager conducting the hearing will decide on the outcome.

### *First stage of formal procedure*

This will normally be a *first written warning for misconduct* if conduct does not meet acceptable standards. This will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform you that a final written warning may be considered if there is no sustained satisfactory improvement or if there is any other misconduct. A copy of this written warning will be kept on your personnel file but will be disregarded for disciplinary purposes after **6 months** subject to achieving and sustaining satisfactory conduct. For the avoidance of doubt, the exact date that the warning will expire will be stated in the outcome letter.

### *Second stage of written warning*

This will normally be a *second written warning* for misconduct which will be kept on your file for **12 months**. For the avoidance of doubt, the exact date that the warning will expire will be stated in the outcome letter.

### *Final written warning*

If the offence is sufficiently serious, or if there is further misconduct during the currency of a prior warning, a final written warning may be given to you. This will give details of the complaint and the improvement required. It will also warn that failure to improve or further misconduct may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will normally be kept on your personnel file but will be disregarded for disciplinary purposes after **18 months**. For the avoidance of doubt, the exact date that the warning will expire will be stated in the outcome letter.

### *Transfer and/or downgrading*

For Employees on the Kent Blue Book, the employee may be offered a transfer or downgraded to a different role on an on-going basis as an alternative to dismissal.



### *Dismissal or other sanction*

If there is still further misconduct the final step in the procedure may be dismissal or, in appropriate cases, some other action short of dismissal such as demotion, deduction of pay or transfer and/or no pay progression. Dismissal decisions can only be taken by the Head and Local Governing Body. The Head and Local Governing Body shall conduct disciplinary hearings to consider dismissals. A panel of two or three decision makers will form the disciplinary committee under the leadership of a Chair person. Anybody who has been previously materially involved shall not be a member of this panel. If a decision to dismiss is made you will be provided in writing an outline of the reasons for dismissal, the date on which the employment will terminate, and the right of appeal. The CEO and Trust Board will carry out this process for central staff.

If some sanction short of dismissal is imposed, you will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement in an agreed amount of time, and will be advised of the right of appeal.

Subject to paragraph 1.2, an employee will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However, where gross misconduct is found to have occurred then dismissal without notice or payment in lieu will be the usual outcome.

Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive behavior, the wilful destruction of academy property or a deliberate refusal to obey a reasonable instruction. Further examples of what constitutes gross misconduct are outlined below.

### **Examples of gross misconduct**

The following list provides some examples of offences which are normally regarded as gross misconduct:

- theft, dishonesty, falsification of documents or fraud;
- offering or accepting bribes in an attempt to influence the behaviour of third parties;
- serious breach of any of our rules, policies or procedures;
- failure to disclose, if reasonably asked, any criminal conviction/caution not exempt under the terms of the Rehabilitation of Offences Act 1975 and subsequent amendments;
- failure to immediately notify the Trust of any allegation/charge or conviction of any criminal offence brought against you during your employment and/or failure to make any disclosures required under your contract of employment;

- conviction for a criminal offence that in our opinion may affect the Trust's reputation or its relationships with its staff, pupils, parents or the general public, or otherwise affects your suitability to continue to work for the Trust;
- refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- physical violence/intimidation/aggressive behaviour or bullying;
- inciting violence or radicalisation;
- deliberate/wilful damage to property or serious negligence causing substantial loss or damage to property;
- serious negligence causing loss, damage or injury;
- deliberately accessing internet sites containing pornographic, inappropriate, offensive or obscene material;
- serious insubordination;
- unauthorised absence;
- failing to follow a reasonable management instruction;
- unlawful discrimination or harassment;
- bringing the Trust into serious disrepute;
- incapability at work brought on by alcohol or illegal drugs;
- causing loss, damage or injury through serious negligence;
- a serious breach of health and safety policies;
- offering alcohol, drugs or any other illegal substances to pupils;
- serious breach or failure to provide safe working environment for children and young people;
- serious breach of 'personal and professional conduct' of the Teachers' Standards;
- a serious breach of trust and confidence;
- unauthorised use, processing or disclosure of personal data contrary to the Trust's obligations under data protection law.

For clarity, the examples above include actions outside of the workplace that could be so serious as to fundamentally breach the Trust and confidence placed in the employee and/or risk bringing the Trust (and/or the teaching profession) into serious disrepute.

## **Appeals**

If you wish to appeal against a disciplinary decision you must do so within 10 working days of the date of the letter notifying you of the decision. Any appeal will be heard by the Governor's Appeals Committee and their decision is final. It will be for the Local Governing Body to decide who comprises the Appeal Committee and the number of governors to be involved, taking into account matters such as availability but it normally not be less than two governors. The Head Teacher and any other member of the local governing body who has previously been materially involved shall not be a member of the appeals committee.

If there are not sufficient Local Governing Body members available and/or if it is otherwise deemed appropriate, the Appeal Committee may be drawn from the Trust, for example, Trustees or other governors/staff.

## **Allegations of abuse**

All dismissals, or potential dismissals (including resignations) involving child welfare issues will be notified to the Disclosure and Barring Service (DBS) by the CEO or the Chair of the Trust Board.

The Trust will have due regard to applicable DfE statutory guidance when dealing with an allegation that an employee has:

- behaved in a way that has harmed a child, or may have harmed a child
- possibly committed a criminal offence against or related to a child
- behaved towards a child or children in a way that indicates he or she would pose a risk of harm if they work regularly or closely with children.

If there is a conflict between this Disciplinary Policy and applicable DfE statutory guidance referred to above, the statutory guidance will prevail in those limited circumstances.

Any allegations of abuse as outlined above will be reported to the LADO in accordance with statutory requirements.

## **Criminal allegations**

Where your conduct is the subject of a criminal investigation, charge or conviction the Trust will investigate the facts (to the extent it is permitted) before deciding whether to take formal disciplinary action.

The Trust will not usually wait for the outcome of any prosecution, before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, or if an

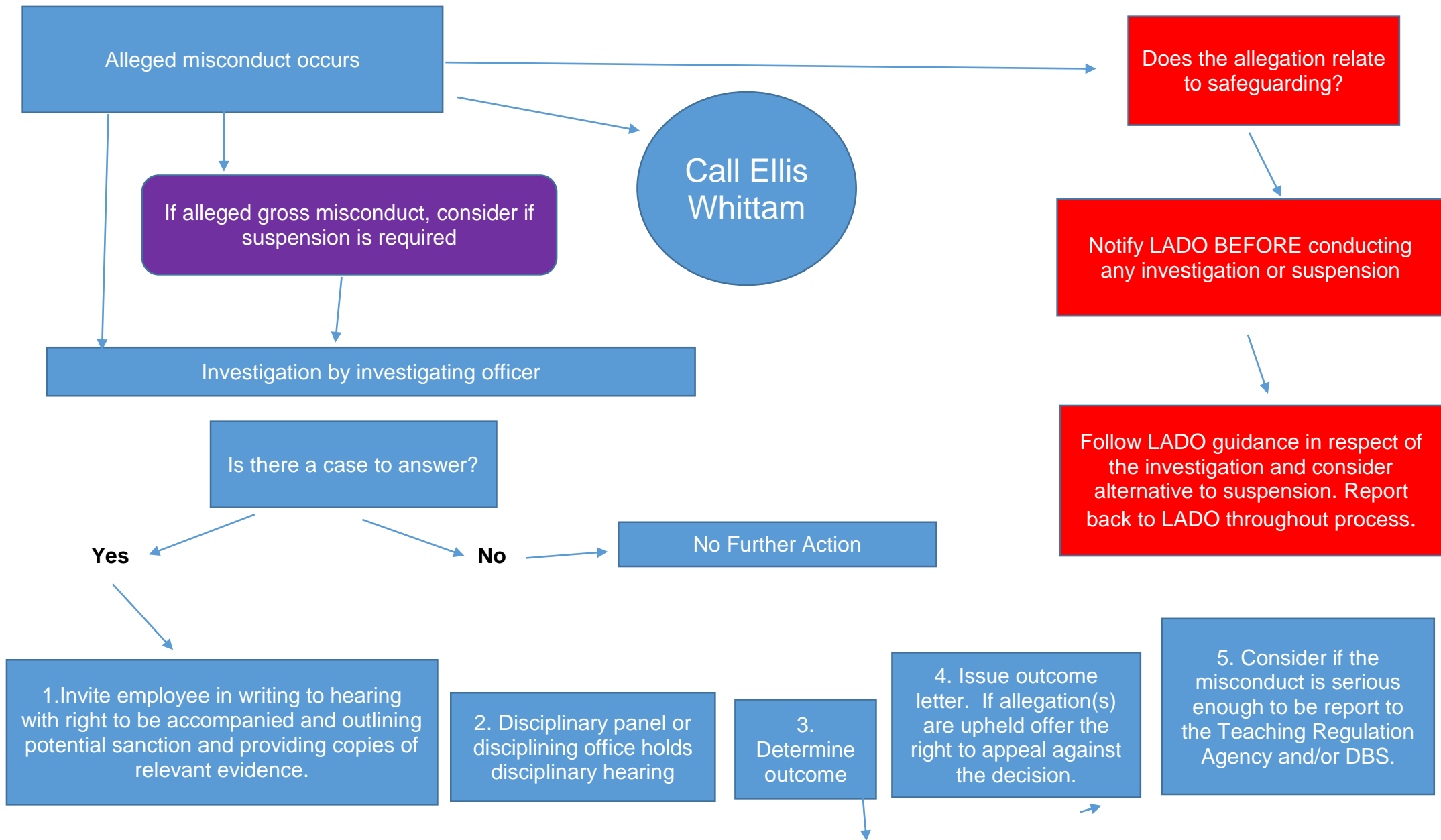
investigation has been prohibited /delayed by a third party (e.g. the police), the Trust may have to take a decision based on the available evidence.

A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

### **Referrals to the Teaching Regulation Agency (TRA)**

The Trust shall report any matters of serious misconduct (as required by relevant applicable legislation) to the regulator of the teaching profession, currently the Teaching Regulation Agency, together with full disclosure of all relevant documentation relating to the allegation and any related investigation and/or outcome process.

For clarity, in the event of a notification to the TRA, the Trust shall not be obliged to await the decision of the TRA. The Trust shall arrive at its own decision about any alleged misconduct and once the appeal process outlined above has been exhausted, there shall not be any further right of appeal irrespective of any differing outcome from the TRA (and/or the Disclosure & Barring Service).



## 2. Appraisal Policy

We are committed to continually improve the quality of teaching and learning for all our pupils and we believe that coaching as part of the appraisal process will assist our staff to achieve this aim through clarity of role and expectations, encouragement, development and feedback.

We believe that coaching into appraisal will enable a professional discussion to take place regarding workload and priorities and will give staff the appropriate focus, development and support. It will also provide staff with an opportunity to discuss in confidence any matters regarding their employment at work that may inhibit their performance.

This policy sets out the principles and framework for a clear and consistent appraisal of the overall performance of all staff and for supporting their development needs through coaching support within the context of the academy plan for improvement and their own professional needs.

This policy also sets out the Trust's approach to the link between the coaching into appraisal process and pay progression.

Please note that any reference to the Head Teacher includes Executive leaders where applicable.

### Principles

We will implement our coaching into appraisal arrangements on the following principles:

- *Equality of Opportunity:* All staff should be encouraged and supported by a coach to achieve their potential through clarity of expectations and job role, regular feedback, performance review and provision of relevant development
- *Consistency of Treatment and Fairness:* We will take action to ensure our performance process through coaching into appraisal is fair, non-discriminatory and that staff are treated consistently
- *High Standards:* We believe by setting appropriate and challenging standards of performance and providing suitable coaching feedback and development all staff have the potential to continually improve their performance
- *Work – life balance:* All staff are entitled to a satisfactory work – life balance and performance appraisal is an appropriate mechanism to facilitate this
- *Pay and Rewards:* Pay progression for staff should reflect their overall contribution to the academy both as individuals and as team members.

## **Application of the Policy**

This policy applies to all staff employed by the Trust with the exception of teachers undergoing their formal year of induction or on contracts of less than a year. The operation of this policy will be suspended for any staff whose performance merits the application of the academy's formal performance management procedure.

Performance appraisal arrangements for temporary and part – time staff, including job-sharers, should apply on the same principles as for full-time, substantive staff. The same degree of challenge in the process should apply but the breadth and volume of each element in the process should be proportionate to the period of time worked.

Teachers employed on a fixed term contract of less than one year, will have their performance managed in accordance with the principles underpinning the provisions of this policy. The length of the cycle will be determined by the duration of their contract.

The intention is that all staff will have equivalent access to appraisal, development and coaching support.

## **Policy Framework**

### **General**

Performance appraisal is a shared responsibility. The Local Governing Body (LGB) is delegated the strategic responsibility for establishing this policy by the Board of Trustees. They are responsible for providing the Head Teacher with the support to ensure it is fully implemented and ensuring the Head Teacher receives appropriate performance appraisal in order to set the right framework and culture for all staff in the academy.

The Head Teacher will ensure that this policy, associated regulations and guidance are communicated effectively and that staff with performance appraisal and coaching responsibilities have access to appropriate training and preparation.

The performance of all staff must be reviewed on an annual basis. Appraisal planning and reviews must be for all teachers in the Trust and this will be completed by 31 October, in any one academic year and by 31 December for the Head Teacher (and for Executive Head Teachers).

The appraisal reviews for all support staff will be completed annually in line with the academic year/ending on 31st August in each year.

Where a member of staff starts their employment at the academy part-way through a cycle, the length of the first performance appraisal process will be such that the cycle can be brought into line with the appraisal process for that group of staff at the earliest opportunity. This member of staff will be allocated a coach at the earliest possible opportunity.

Where a member of staff transfers to a new post within the Trust or the Academy part-way through a cycle, the Head Teacher shall determine whether the cycle shall begin again and whether to change the Appraiser.

All staff must have an up to date job description and this will form the basis for discussion at the appraisal planning and review meeting. Staff should have access to the Academies plans for improvement and other relevant planning documents in good time for their appraisal meeting.

Where it appears that the appraisee is either not meeting or partially meeting the relevant professional standards then the appraisal process must clearly set out the support and training that will be provided to address the areas of concern.

Where serious weaknesses are identified in an appraisee's performance then this procedure should cease and the issues will be managed within the academy's formal capability procedure. The appraisal process will be re-commenced when the appraisee's performance has reached the required standards.

### **Appointing Appraisers**

The Head Teacher will be appraised by the Local Governing Body, supported by a suitably experienced and qualified External Advisor who has been appointed by the Trust for that purpose.

In each Academy the task of appraising the Head Teacher, including the setting of objectives, will be delegated to a sub-group of three members of the Local Governing Body.

Executive Head Teachers who run more than one school, will be appraised by the Chair of the Local Governing Body or otherwise a governor from each of the Local Governing Bodies for each school for which the Executive Head is responsible, and in either case, supported by a suitably experienced and qualified External Advisor who has been appointed by the Trust for that purpose. Executive Head Teachers shall be set targets which will be relevant to and apply fairly to all the schools for which the Executive Head Teacher is responsible. The targets will include covering the Trust wide objective which is linked to Aquila KPIs and in addition up to a maximum of four other objectives.

The Head Teacher will determine the appropriate appraiser and coach for all staff covered by this policy taking due consideration of line management responsibilities and other relevant factors.

If a member of staff has a concern regarding their allocated appraiser or coach then this should be communicated to the Head Teacher, in writing, stating the reasons. The Head Teacher will exercise careful consideration of the concerns and may allocate an alternative appraiser or coach.

The Head Teacher will ensure all appraisers receive appropriate training and preparation for their role.



## The Appraisal Meeting

It is the responsibility of the appraiser to arrange the meeting with their appraisee at the beginning of the cycle. This should be arranged by mutual agreement and normally with at least five working days' notice. The appraiser must prepare for the meeting and ensure all relevant information and evidence that will be used during the meeting has been shared with the appraisee at the earliest possible opportunity.

The appraisal meeting should provide a two-way discussion to:

- Assess performance during the previous year against the appraisee's role and responsibilities, including performance objectives and any relevant standards
- Agree expectations for the year ahead by reviewing job description and appropriate performance objectives
- Confirm timescales for achievement of the objectives and for provision of support, including development
- Ensure the appraisee understands the performance criteria, including relevant pay progression criteria, relevant professional standards and any other appropriate evidence to be taken into account in appraising performance including potential barriers to success
- Discuss and agree appropriate monitoring arrangements and other support for the appraisee, including classroom observations, if appropriate to the reviewee's role
- Agree any areas of relevant training and development and related actions
- Allow the reviewee to raise any issues or concerns regarding their workload or work - life balance and potential barriers to success.

It is the appraisee's responsibility to play an active role in their review. This includes preparing for the meeting by:

- Reflecting on their performance over the past year including their performance against the relevant professional standards – the appraisee should submit all relevant evidence in advance of the appraisal meeting and if time does not permit, by the latest, at the meeting;
- Considering how they have made a wider contribution to the academy; and
- Identifying some of their future development needs.

Self-review is an important means of preparing for an appraisal meeting and a suggested framework is available from the Head Teacher.

## **Appraising Performance**

All staff will be formally assessed in respect of each appraisal period. In assessing the performance of the Head Teacher, the LGB will consult the external adviser.

Each member of staff will receive a written appraisal report as soon as practicable and within ten working days following the appraisal meeting and have the opportunity to comment in writing. The appraisal report will include:

- Details of objectives for the appraisal period in question
- An assessment of performance of role and responsibilities against objectives and any relevant standards
- An assessment of training and development needs and identification of any action that should be taken to address them
- A recommendation on pay where this is relevant.

The assessment of performance and of training needs will inform the planning process for the following appraisal period

## **Links with Pay**

Before, or as soon as practicable after the start of each appraisal period all staff will be informed of the standards and criterion against which individual performance in that appraisal will be assessed and on which pay decisions will be based. The criterion used must be consistent with the Trust's pay policy.

Where the evidence from the appraisal process appears to suggest the appraisee's performance could be below that meriting pay progression at the end of the cycle, the appraisee should be made aware of this at the earliest opportunity. There should also be a professional discussion to identify actions which could remedy the position.

## **Objectives**

The Head Teacher objectives will be set by the subgroup of the LGB after consultation with the external adviser.

The Trust's CEO objectives will be set by the Chair of the Trustees.

The Trust's CEO will set objectives for members of the Trust's Central Senior Leadership Team.

All appraisees must have performance objectives set before or as soon as practicable after, the start of each appraisal period. All objectives must be relevant to the Appraisee's role, responsibilities and take full account of their experience and career/professional aspirations. The number and nature of objectives must be reasonable and, if achieved will contribute positively to the education of pupils at this academy and the

implementation of any plan designed to improve the academy's educational provision and performance.

Normally an appraisee would expect to have 3-4 objectives (whole academy, team / department and professional development). Staff with a wider role across the academy, including teachers with or without a TLR, members of the leadership team and the Head Teacher, would normally expect to have one or additional objectives in the relevant area including a Trust wide objective for Head Teachers.

Appraisees should be encouraged to set challenging but achievable objectives using the term SMART (specific, measurable, achievable but challenging, relevant and time-framed). Meeting or nearly meeting challenging objectives is a good way to show the level of performance required for pay progression and will also assist career development.

As far as possible the objectives should be reached by agreement. However, where a joint determination cannot be made the appraiser will make the determination with the provision for the appraisee to record any disagreement if required.

Consideration should be given to ensure that the appraisal objectives can be used to secure good evidence for pay progression in line with the expectations in the academy's pay policy

### **Training and Development**

Performance appraisal is a developmental process and a key part of the planning discussion. It should be about the support that the appraisee will need in order to meet identified objectives and performance criteria.

The Trust is committed to ensuring that all staff have access to a level of development appropriate to their role, stage of career development, performance objectives and criteria and individual aspirations.

Development and training identified from the appraisal process must be recorded using the appropriate form and then passed to the Training and Development Coordinator for the Academy to inform the programme for training and development.

The Trust recognises that development and support may take a number of forms and a wide range of activities which may not necessarily involve a formal course.

### **Monitoring**

The appraiser will ensure that appropriate arrangements are in place to support the appraisee with regular monitoring and feedback. This should be discussed in broad, flexible terms in the appraisal meeting. There should be at least one formal mid-year review meeting to discuss performance, provide feedback and discuss the provision of training and development.

The Head Teacher should audit mid-year reviews with appraisers to ensure consistency of appraisal assessments

There should be further, informal follow-up and support for appraisees.

The Trust believes that observation of classroom practice and other responsibilities is important both as a way of assessing performance in order to identify any particular strengths and areas for development and of gaining useful information which can inform academy improvement more generally. All observation will be carried out in a supportive fashion.

In each Academy, teachers' performance will be regularly observed but the amount and type of observation will depend on the individual circumstances of the teacher and the overall needs of the academy. Formal classroom observation will only be carried out by those with Qualified Teacher Status.

In addition to formal observation, the Head Teacher or other members of the Senior Leadership Team with responsibility for Teaching and Learning may "drop in" in order to enhance the standards of teaching and learning and to check that high standards of professional performance are established and maintained. The length and frequency of "drop in" observations will vary depending on specific circumstances.

### **Recording Plans**

Within five working days of the meeting the appraiser will complete a draft statement and provide the appraisee copy. The appraisee may request changes if he/she feels the statement does not convey a fair summary of the meeting and/or may add comments. The appraiser will prepare and sign a final statement within ten working days of the initial meeting.

The appraiser may retain a copy of the appraisal plan, but he/she must pass a copy to the appraisee and pass the original to the Head Teacher.

### **Moderation**

The Head Teacher is responsible for ensuring that performance appraisal is applied fairly and consistently across the academy and that there is a strong link with academy improvement. The Head Teacher may therefore make appropriate arrangements for the moderation of performance appraisal reviews and objectives in particular to ensure consistency of approach and expectations between appraisers. However, this exercise will be undertaken with due regard for the need to maintain confidentiality. The CEO will moderate Head Teacher appraisal objectives. The Trust will ensure a robust and consistent process by selective moderation across all roles within all academies.

### **Changes to Plans in Mid Cycle**

There may be occasions when it is necessary to amend or change the content of the appraisal plan. This may include changes in the appraisee's circumstances, academy priorities or local/national policy initiatives. In this event the appraiser/coach and appraisee should discuss and ideally agree the necessary changes.

If there is no agreement to the proposed changes then the appraiser shall amend the appraisal plan with any changes he/she thinks ought to be made and pass the revised statement to the appraisee who may add his/her comments.

### **Confidentiality and Retention of Records**

The performance appraisal process will be treated with full confidentiality at all times and in line with GDPR requirements.

For the Head Teacher's review the statement will be held by the Chair of the Local Governing Body, the Chair of the Review Committee (if not the Chair of Local Governing Body) and the Head Teacher with a copy being forwarded to the CEO.

All plans and appraisal reports must be retained in a secure place on the academy premises for a period of six years from the date the appraisal cycle ends. After this date it would be normal to dispose of these records and this will be done confidentially.

### **Communication of this Policy**

All new staff joining the academy will be briefed on the policy as part of their induction into the academy.

### **Monitoring and Evaluation**

The LGB and the Head Teacher will monitor the operation and outcomes of the performance appraisal arrangements.

## **3. POOR PERFORMANCE (CAPABILITY) POLICY AND PROCEDURE**

This procedure applies to all employees regardless of length of service, although it may be shortened at any stage in relation to employees with less than 2 years' service. It does not apply to cases involving genuine sickness absence or misconduct. In those cases, reference should be made to the appropriate procedure in this Handbook.

The aim of the Poor Performance Procedure will be to attempt to reconcile any below-standard work issues and give an opportunity for improvement and to achieve the required standards; and identify any underlying causes of the poor performance.

The references to timeframes undertaken by the Trust in this policy refer to periods which fall within usual 'teaching' days in the academy year (normally 195 days), irrespective of whether staff work 'all year round' or during term time only. The reason for this is that this process will often involve a member of the Senior Leadership Team (SLT), who will normally not be available outside the 195 teaching days. However, wherever possible, the academy will do what it reasonably can to resolve issues at the earliest opportunity but it is a natural consequence of the academy calendar that there will be periods of time that the SLT are not available and therefore procedures may have to be placed on 'hold' until the relevant manager returns to academy. For clarification, if you are appealing a decision, you must do so within 5 academy working days of being informed of the outcome in writing.

Employees will not normally be dismissed for performance reasons without a previous warning. However, in cases of serious negligence, serious dereliction of duties, or instances of negligence which cause or might have caused the Trust serious loss or damage (including one off incidents) or in any case involving an employee who has not yet completed their probationary period, or who has completed a probationary period but whose performance is still being closely monitored, the Trust reserves the right to dismiss without prior warning and/or without notice.

**Informal Stage:** In the first instance, performance issues will normally be dealt with informally between you and your line manager as part of day-to-day management. Where appropriate, a note of any such informal discussions will be placed on your personnel file and may be taken into consideration for the purposes of any subsequent formal proceedings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:

- clarify the required standards;
- identify areas of concern;
- establish the likely causes of poor performance and identify any training needs; and/or
- note what support will be provided to help ensure success
- set targets for improvement and a time-scale for review.

**First formal stage:** If, after informal discussion and/or any agreed time-scale for improvement, the Trust considers that there are continuing significant concerns regarding your performance, you may be required to attend an initial formal performance review hearing chaired by the Chair of the Local Governing Body and the CEO (for Head Teacher performance meetings) or the Head Teacher (for other staff), as deemed appropriate. Any poor performance proceeding for Trust central staff will be conducted by the CEO or the Chair of the Board of Trustees for the CEO.

You will have the right to be accompanied by a work colleague or Trade Union Representative at any such hearing. The Trust will provide any chosen companion with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting. If your chosen companion cannot attend on the day scheduled for the meeting, then the Trust will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place. The companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting.

- Within the letter inviting you to the hearing, we will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely

outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:

- a summary of relevant information gathered as part of any investigation;
- a copy of any relevant documents which will be used at the performance review hearing; and
- a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible whilst maintaining confidentiality.
- The aims of a performance review hearing will usually include:
  - setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered;
  - allowing you to ask questions, present evidence, respond to evidence and make representations;
  - establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;
  - identifying whether there are further measures, such as additional training or supervision, which may improve performance;
  - discussing targets for improvement and a time-scale for review

Following an initial performance review hearing, if we decide that your performance is unsatisfactory, we will give you a first written warning, supplemented by a Performance Improvement Plan (PIP) improvement note, setting out:

- the fact that the warning will remain on your personnel file for a period of 12 months;
- the areas in which you have not met the required performance standards and in the case of teachers, we will specify any professional shortcomings to identify those areas of teaching that are not being met;
- targets for improvement;
- any measures, such as additional training, supervision and support, which will be taken with a view to improving performance;
- a period for review, which will be assessed on areas of concern and the timeframe considered appropriate to bring about the required improvement, which will not usually be less than six (term time) academy weeks but could be less depending on the required improvement; and

- the consequences of failing to improve within the review period, or of further unsatisfactory performance, which may indicate that that unless there is a satisfactory improvement a final written warning will follow.

Where the performance was so poor or so negligent or could have/did cause the Trust serious loss/damage then the Trust may either issue you with a final written warning straight away (i.e. bypass the first written warning stage), setting out that any further failures or instances of poor performance could result in your dismissal. Alternative, and depending on the severity of the matter, the outcome may be dismissal (which may potentially be on the grounds of gross misconduct/negligence depending on the circumstances). This paragraph will apply at any stage of the performance review process.

Your performance will be monitored during any review period and we will write to inform you of the outcome:

if the Chair is satisfied with your performance, no further action will be taken;

if the Chair is not satisfied or you have not met the required levels of improvement the matter may be progressed to another performance review hearing; or the period of review may be extended.

**Second Formal Stage;** If your performance does not improve within the review period set out in the PIP, or if there is further evidence of poor performance whilst your written warning is still active, we may decide to hold another performance review hearing. You will have the right to be accompanied by a work colleague or Trade Union Representative at any such hearing.

Following this second performance review hearing, if we decide that your performance is unsatisfactory, we may either:

- Issue you with a final written warning (and a PIP); or
- decide to dismiss if the poor performance/negligence is so serious that dismissal is reasonable in the circumstances.

Any final written warning issued will set out:

- the fact that the warning will remain on your personnel file for a period of 12 months, and for clarity the exact date of expiry will be stated;
- the areas in which you have not met the required performance standards;
- targets for improvement;
- any measures, such as additional training or supervision, which will be taken with a view to improving performance;



- a period for review which will be assessed on the basis of the continuing areas of concern and may vary from case to case, but it will not usually be for a period of less than four (term time) academy weeks.
- the consequences of failing to improve within the review period, or of further unsatisfactory performance.
- Your performance will be monitored during the review period and we will write to inform you of the outcome, which could be as follows:
- if the Chair is satisfied with your performance, no further action will be taken;
- if the Chair is not satisfied, the matter may be progressed to a final performance review hearing; or the review period may be extended.

**Third formal & final stage:** We may decide to hold a final performance review hearing if we have reason to believe:

- your performance has not improved sufficiently/satisfactorily within any review period as set out in any PIP; or
- your performance is unsatisfactory while a final written warning is still active; or
- your performance has been so seriously negligent such as to potentially warrant dismissal without the need for a final written warning or any previous warning.

The power to dismiss staff in each academy rests with the Local Governing Body who should delegate this responsibility to the Head Teacher. Power to dismiss the Head Teacher is with the Board of Trustees who will enact these powers with the support of the Local Governing Body and the CEO. Before any decision to dismiss is made, the Head Teacher and or Local Governing Body must discuss the matter with the CEO. It may even be appropriate for more than one person to chair the hearing (i.e. a Panel). The Panel will normally comprise of two or three decision makers who have not been materially involved in the process to date (and taking availability into account). The power to dismiss the CEO lies with the Board of Trustees.

You will have the right to be accompanied by a work colleague or Trade Union Representative at any such final review hearing.

Following the hearing, if the Chair / Panel finds that your performance is unsatisfactory, they may consider a range of options including:

- dismissing you; or
- as an alternative to dismissal redeploying you into another suitable job at the same or a lower grade; or

- extending an active final written warning and setting a further review period (in exceptional cases where we believe the requisite improvement is likely within a short period of time); or

If a decision to dismiss is made you will be provided in writing an outline of the reasons for dismissal, the date on which the employment will terminate, and the right of appeal.

## **Appeal**

You will have a right of appeal against the imposition of any sanction under this procedure and all such appeals should be directed to the Chair of the Local Governing Body or Chair of Trustees as appropriate within 10 working days from the date the decision is notified to you. Your appeal letter should detail the full grounds of your appeal. Any appeal will be heard by an Appeals Panel, normally consisting of two or three Governors who have not been materially involved in the process to date). Their decision will be final. The outcome of the appeal will be confirmed in writing to you within 10 working days.

If there are not sufficient Local Governing Body members available and/or if it is otherwise deemed appropriate, the Appeal Committee may be drawn from the Trust, for example, Trustees or other governors/staff.

You will have the right to be accompanied at any such appeal hearing by a work colleague or Trade Union Representative.

*HR advice from Ellis Whittam must be taken before undertaking any capability action.*

## **4. SICKNESS ABSENCE POLICY AND PROCEDURE**

The Trust is sympathetic to health issues of its employees but this always has to be balanced against the business needs and any disruption that this is causing the Trust and its students. The Trust requires you to fully assist it and co-operate with it by attending any meetings, assuming you are able to do so to discuss your ill-health and providing the Trust with as much information as possible to enable the Trust to cope with your absence and make any necessary arrangements required to assist you back to work. The Trust expects you to keep in regular contact, as far as reasonably possible during any absence period and to discuss with your GP any alternative duties/job roles you feel you could safely undertake despite your ill-health or any changes to your current job or work environment that you feel could be made to allow you to return to work.

In this basis the Trust has set out below, its guidance on what are considered to be unacceptable levels of sickness absence and the potential consequences of exceeding these levels. The Trust will always look at sickness absence on a case by case basis and the trigger points below are for guidance only.

Although the Trust is the employer, in normal circumstances the Head Teacher or CEO as appropriate the line manager will take the lead regarding matters of ill-health absence. This may be delegated to staff other than the Head Teacher or CEO where

appropriate. References to the Head Teacher or CEO therefore include their nominees.

Where the Head Teacher is absent the same principles in relation to reporting, certification and management will apply as for other staff and will be addressed by the Chair of the Local Governing Body. Informal action may be delegated to the Chair of the LGB. Formal hearings will be heard by a panel which will include governors, the CEO and may include a Trustee who have had no prior involvement in the matter under consideration. Staff governors should not be a member of the governor panel. Where the CEO is absent then the Trust Board will deal with any formal hearings and appeals.

In instances where there are insufficient governors available to sit on a hearing or appeal panel, the Trust may co-opt other suitable individuals (e.g. Senior staff) to hear the case where vacancies are available on the LGB.

### **Trigger points:**

We will always look at sickness absence on a case by case basis and the trigger points below are for guidance only. Absences relating to maternity or disability will be disregarded for these trigger points. It is important that you understand that the level at which a trigger point is set is not an entitlement to sickness absence and you may be called to account for any level of absence. We reserve the right to change the trigger points at any time.

Where repeated or persistent short-term absences are causing concern, the Head Teacher or CEO as appropriate will seek to address this informally at an early stage by meeting with the Employee. Although discretions should be used at all times, the Trust considers 10 days absence within a six-month period to be sufficient cause for informal action to be taken.

The purpose of the informal meeting is to advise you that your level of attendance is unacceptable and discuss how the level of absence is impacting on your performance and the academy. Reasons for absence will be discussed and you will be given an opportunity to raise any health or other concerns arising from within or outside the workplace that may be impacting on attendance. The Head Teacher will identify any support the Trust may reasonably provide and any action you should take to improve your attendance. A follow up action plan will be agreed including where appropriate referral to Occupational Health, counselling or conducting risk assessment as appropriate. The Head Teacher will agree with you when or how attendance will be monitored and reviewed.

The Trust reserves the right to move straight to a formal Absence Review Hearing where reasonable to do so in the circumstances, including where absence has been addressed formally previously. Reasonable adjustments to these triggers will be made for disabled employees.

The first 'trigger point' for formal action is:

- five or more occasions of absence during a rolling period of six consecutive months (for clarity, 'occasion' means any absence, whether it is part of a day or a whole day or more); or
- an unacceptable pattern of absence (disability related absence or pregnancy related absence will be discounted for trigger purposes).

If your absence record reaches this first trigger point, the Head Teacher or CEO, as appropriate, will ask you to a review meeting in writing to discuss your absence record and the reasons for it. If appropriate in the circumstances, you will be given a **formal written warning** for reaching this trigger level. This will state that you are required to make a substantial and lasting improvement in your attendance. If you do, the caution will lapse after twelve months from the date it is issued.

If, during the period of your first written caution, your absence does not improve and, in particular, if you:

- are absent again for five or more days or on two or more occasions in a rolling six-month period, or
- have an otherwise unacceptable pattern of absence

the Head Teacher or CEO will hold another review meeting with you to discuss your absence levels and the reasons for it. If appropriate in the circumstances, you will be given a **final written warning**. You will be informed that, unless your sickness absence record improves and is maintained at an acceptable level, then dismissal may follow. If there is a substantial and lasting improvement in your attendance, the final written caution will lapse after a period of 12 months.

If, during the period of your final written caution:

- you are absent again for five or more days or on two or more occasions in rolling six-month period; or
- your pattern of absence is otherwise unacceptable,

we will write to you asking you to attend a review meeting. You should be aware that, if you reach this stage, the result of the hearing may be that you are dismissed (with notice). At this stage, normally the Head Teacher or a member of the Local Governing Body or the CEO along with a member of the Trust Board will chair the hearing.

Before any review meeting, you will be given details in writing of the reasons for convening the meeting, including where appropriate any written evidence and/or witness statements. You will be given sufficient notice of the meeting to enable you to prepare your case. The decision of conducting the meeting will be confirmed to you in writing as soon as possible following the meeting.

At any formal meeting, you will:

- Be given the opportunity to reply to all and any allegations or concerns raised before any decision or action is taken.

- Have the opportunity to be heard and to be accompanied by a work colleague or Trade Union representative. The Trust will provide any chosen companion with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting. If your chosen companion cannot attend on the day scheduled for the meeting then the Trust will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place. The companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting.

## **Appeal**

You will also have the right to appeal against any sanction issued under this procedure and any appeal should be in writing, setting out the grounds of any such appeal and why the decision is deemed unfair. This should be sent to Clerk of the Local Governing Body within 10 working days of notification of the dismissal decision. A panel of Governors (usually two or three), who have not been materially involved in the process to date, will Chair the Appeal. This decision will be final. Where the appeal arises out of a decision of the CEO, the appeal should be sent to the Trust Board.

If there are not sufficient Local Governing Body members available and/or if it is otherwise deemed appropriate, the Appeal Committee may be drawn from the Trust, for example, Trustees or other governors/staff.

## **III Health Capability Procedure**

During any excessive period of absence or frequent intermittent absences, the Trust will usually ask you to attend a welfare meeting. The purposes of this meeting will usually include:

- Discussing the reasons for your absence(s) and any impact your absences are having on the business;
- Where you are on long-term sickness absence, discussing how long the absence is likely to last.
- Where you have been absent on a number of occasions, discussing the likelihood of further absences and:
  - If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
  - Considering your ability to return to/remain in your job in view both of your capability and the Trust's business needs and any adjustments that can reasonably be made to your job and/ or workplace to enable you to do so.

- Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
- Considering where you are able to return from long-term sick leave, whether to your job or a redeployed job, lighter duties and/or agreeing a return to work programme.
- If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.
- Agreeing a way forward, action that will be taken and a time-scale for review and/or any further meeting(s). You should at all stages seek to inform us as to any duties/roles that you feel that you might be able to safely undertake despite your ill health.

Depending on the matters discussed, further welfare meetings may or may not be necessary.

If your absence continues, and medical / circumstantial evidence suggests that there is no reasonably foreseeable return to work and / or no reasonable adjustments that can be put in place to expedite your return, you may be invited to attend a formal medical capability hearing. The invitation letter may include a warning you that you are at risk of dismissal, and it will attach any relevant documents that may be referred to at the meeting (e.g. fit notes, medical reports, occupational health reports, minutes of previous meetings, etc).

Arrangements for this meeting will follow the procedure set out above and you will be entitled to be accompanied by a work colleague or Trade Union representative (although we will consider requests for you to be accompanied by a friend or family member in these circumstances).

The purposes of the meeting will be:

- To review any meetings that have taken place and matters already discussed with you.
- Where you remain on long-term sickness absence to consider whether there have been any significant changes since the last meeting either as regards 'your possible return to work or opportunities for return or redeployment.
- To consider any further matters that you wish to raise.
- To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time period.
- To consider medical evidence that has been obtained, considering the advice that has been given and whether further advice is required.

- To consider possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
- To consider whether your employment shall be terminated on the grounds of ill-health capability.

If the decision is made to terminate your employment, termination will be with full notice or payment in lieu of notice.

## **Appeal**

You will have a right of appeal against any dismissal under these procedures and any appeal should be in writing, setting out the grounds of any such appeal and why the decision is deemed unfair. This should be sent to the Clerk to the Local Governing Body within 10 working days of notification of the dismissal decision. Where the appeal arises out of a decision of the CEO, the appeal should be sent to the Trust Board.

If there are not sufficient Local Governing Body members available and/or if it is otherwise deemed appropriate, the Appeal Committee may be drawn from the Trust, for example, Trustees or other governors/staff.

## **Ill Health Retirement**

If you are unable to return to work due to continuing ill health and application for ill health retirement may be appropriate. Referrals for ill health retirement will be made in accordance with the provisions of the Teachers' Pension Scheme of Local Government Pension Scheme (for Support Staff).

## **Medical Suspension**

In some circumstances the Trust reserves the right to suspend you in accordance with their duty of care towards you, pending medical advice, should your presence at work be deemed to be detrimental to your health, wellbeing and safety or that of pupils or colleagues. Suspension will be on contractual pay and confirmed in writing, and be for a limited period of time and reviewed regularly.

*HR advice from Ellis Whittam must be taken before undertaking any formal action.*

## **5. GRIEVANCE POLICY**

### **Dealing with grievances informally**

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your immediate line manager. You may be able to agree a solution informally between you.

If the grievance is against your line manager and you feel unable to approach him or her, you should speak to the Head Teacher or the Chair of Governors as appropriate. If the grievance is against the Head Teacher (including against an Executive Head

Teacher) then this should be discussed with the CEO. If the grievance is against the CEO the complaint should be raised with the Board of Trustees.

### **Formal grievance**

If the matter is serious and/or you wish to raise the matter formally, you should set out the grievance, in writing, to the Head Teacher or Chair of Governors (if the grievance is against the Head Teacher) stating that it being made under this procedure. If the grievance is against the CEO, the grievance should be raised with the Board of Trustees. You should stick to the facts and avoid language that is insulting or abusive and you should give as much information about your grievance as you can, including any relevant dates and times, so as to allow for any investigation into your concerns to take place.

### **Grievance hearing**

The appointed Chair, will call you to a meeting, normally within 10 working days of the submitting of your formal written grievance, to discuss it with you. You have the right to be accompanied by a colleague or Trade Union representative at this meeting. The Trust will provide any chosen companion with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting. If your chosen companion cannot attend on the day scheduled for the meeting then the Trust will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place. The companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting.

The appointed Chair will consider what you have said and may either deal with the matter immediately, or decide to carry out further investigations, or may need further time to consider all the relevant factors, before being able to arrive at a decision. If the Chair needs more time to investigate or consider all the information, the hearing will be adjourned until the investigation and/or further deliberation has been completed.

Where further investigation is necessary, once it is concluded the hearing will then be reconvened. You will have the opportunity to consider and respond to the findings of the investigation. Only then will a decision on the outcome of your grievance be made, which will be notified to you in writing, without unreasonable delay.

Please note that if the Chair does not have the need for any further investigation, there will not normally be a need to reconvene hearing and they will therefore proceed to notify you of the decision in writing, without unreasonable delay.

### **Allegations of misconduct**

Where an employee is making allegations of misconduct on the part of other employees then the Trust may need to carry out an investigation into the allegations and pursue the matter through the disciplinary procedure. Where this happens the grievance may need to be held over until the disciplinary process has been concluded.



## **Relationship with other procedures**

Where your grievance relates to the conduct of other procedures, such as the disciplinary or performance management procedures, then the Trust may choose to either delay the consideration of the grievance until that procedure has been completed, or to deal with the grievance in the course of that procedure or by way of appeal if that appears to be a fairer or more straightforward way of dealing with the issue.

## **Appeal**

If you are unhappy with the decision and you wish to appeal, this should be directed to the person named in the grievance outcome, in writing, within 10 working days of being informed of the outcome of your grievance in writing by the Principal. You will be invited to an appeal hearing, as soon as reasonable practicable, and your appeal will be heard by a Panel of Governors (normally two or three) who have not been materially involved in the process to date. You have the right to be accompanied by a colleague or Trade Union representative at this hearing.

If there are not sufficient Local Governing Body members available and/or if it is otherwise deemed appropriate, the Appeal Committee may be drawn from the Trust, for example, Trustees or other governors/staff.

After the hearing the Panel will give you a decision in writing, without unreasonable delay. The appeal decision is final.

## **Timeframes**

The references to timeframes undertaken by the Trust in this policy refer to periods which fall within the usual teaching days in the academy year (normally 195), irrespective of whether staff work 'all year round' or during term time only. The reason for this is that this process will often involve a member of the Senior Leadership Team (SLT), who will normally not be available outside the 195 teaching days. However, wherever possible, the Trust will do what it reasonably can to resolve issues at the earliest opportunity, but it is a natural consequence of the academy calendar that there will be periods of time that the SLT are not available and therefore procedures may have to be placed on 'hold' until the relevant manager returns to academy. For clarification, if you are appealing a decision, you must do so within 5 working days of being informed of the outcome in writing.

## **6. EQUAL OPPORTUNITIES POLICY**

The Trust is an equal opportunity employer. We are committed to ensuring within the framework of the law that our workplaces are free from unlawful or unfair discrimination because of Protected Characteristics as defined by the Equality Act 2010. We have adopted this policy as a means of helping to achieve these aims.

- The Protected Characteristics are –Disability

- Gender Reassignment
- Race
- Religion or Belief
- Sex
- Sexual Orientation
- Marriage and Civil Partnership
- Pregnancy and maternity
- Age

We aim to ensure that our employees achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria.

### **What is unlawful discrimination?**

**Direct discrimination** – when someone is treated less favourably than another person because of a Protected Characteristic.

**Associative discrimination or discrimination by association** – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.

**Discrimination by perception** – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.

**Indirect discrimination** - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.

**Harassment** – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.

**Victimisation** – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.

### **Commitment**

We are committed to ensuring that all of our employees and applicants for employment are protected from unlawful discrimination in employment.

Recruitment and employment decisions will be made on the basis of fair and objective criteria.

Person and job specifications will be limited to those requirements which are necessary for the effective performance of the job.

Interviews will be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions except where necessary and relevant.

All employees have a right to equality of opportunity and a duty to implement this policy. Discrimination is a serious disciplinary matter which will normally be treated as gross misconduct.

Anyone who believes that he or she may have been disadvantaged on discriminatory grounds should raise the matter through the Trust's grievance procedure.

## **7. HARASSMENT POLICY**

Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the object of unwanted behaviour who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and it will normally be treated as gross misconduct.

Harassment is either:

- Unwanted conduct which affects the dignity of men or women at work; or
- Bullying of a colleague by intimidatory behaviour; or
- Unfavourable conduct at work, whether verbal or non-verbal, towards someone which could affect his/her dignity at work.

A single incident can amount to harassment if sufficiently grave.

Examples of harassment include:

- Jokes and pranks of a racial nature.
- Lewd comments about appearance.
- Unnecessary physical contact.
- Displays of sexually offensive material, e.g. pin-ups.
- Requests for sexual favours.
- Speculation about a person's private life and or sexual activities.
- Threatened or actual violence.

- Unreasonable and unjustifiable threat of dismissal, loss of promotion, etc.
- Jokes about a person being either too old or too young to do a job properly.

Bullying is defined as any form of physical or verbal attack and/or threat of such, or the abuse of position, in order to attack or undermine the confidence or ability of another, or to place another employee under unreasonable pressure or subjecting another to detrimental treatment, by either act or omission.

You may complain of behaviour that you find offensive even if it is not directed at you personally and you do not personally possess the relevant Protected Characteristic.

You are also protected from harassment related to Discrimination by Perception and Associative Discrimination as defined in paragraphs 5.5 and 5.6 of the Equal Opportunities Policy above.

Where harassment arises from people not directly employed by the Trust e.g. pupils or parents, such complaints will be taken seriously and will be pursued with the third party concerned, exercising whatever sanctions are available.

Anyone who believes that he or she may have been the victim of harassment should raise the matter through the Trust's grievance procedure.

During the operation of the Trust procedures for performance, sickness absence or disciplinary matters, allegations of harassment or workplace bullying may be made against senior staff. Once the Trust's procedure has started any complaints of harassment or bullying will be treated sensitively. However, in normal circumstances the procedure will continue its process unless evidence suggests that the procedure should be adjourned to enable you to raise a formal grievance. It is for the Head Teacher or CEO to decide whether or not to deal with the harassment/bullying complaint separately or combine the two procedures.

If you feel you are being harassed or bullied, you should contact a senior colleague, Trade Union representative, academy counsellor or support line for support.

Careful monitoring will take place following accusations of harassment.

Complaints of harassment made by ex-employees will only be investigated if the complaint is raised within 3 months of the last incident complained of.

## **8. EQUAL PAY POLICY**

The Trust is committed to the principle of equal pay for men and women. In this context "pay" includes not only remuneration but also other benefits of employment such as bonuses and access to facilities provided within the employment package from time to time.

Women and men employed by us are entitled to equal pay if they are undertaking work which is substantially similar or is of equal value to the organisation unless there are specific and clear reasons unconnected with their sex which explain and justify any differential in pay. In some cases individuals carrying out similar work may receive

different salaries because of seniority, incremental points, qualifications and other such factors.

You should raise any query or grievance concerning your pay and its evaluation in accordance with the Trust's grievance procedure.

## **9. DIGNITY AT WORK POLICY**

The Trust aims to ensure that all its employees have dignity at work. That means that there are some types of behaviour that are unacceptable which will include the following:

- being offensive, abusive, malicious, insulting or intimidating to a fellow employee; or
- engaging in unjustifiable criticism towards a fellow employee; or
- imposing a punishment upon a fellow employee without reasonable justification; or
- changing an employee's duties or responsibilities to his or her detriment without reasonable justification.

This policy applies to all employees, regardless of their level of seniority. Breach of this policy will be treated as misconduct.

If you feel that your dignity at work has been compromised you should raise the matter through the Trust's grievance procedure.

## **10. RELATIONSHIPS AT WORK**

This policy covers all employees of the Trust. It is intended to provide guidance in areas where personal relationships overlap with working relationships and is intended to ensure that individual members of staff are not open to allegations of impropriety, bias, abuse of authority or conflict of interest. It is also intended to set out employees' rights and responsibilities to one another.

The Trust values the integrity of professional relationships between its employees, and in order that the Trust's business is conducted in a professional manner and perceived to be conducted in a professional manner, it is necessary to distinguish between, and take account of, personal relationships which overlap with professional ones.

In the context of this policy, a personal relationship is defined as:-

- a family relationship; or
- a sexual/romantic relationship.

Any employees who are in a personal relationship with any other employee shall take all reasonable steps to ensure that personal relationships neither advantage nor unfairly disadvantage those involved.

If you become involved in a personal relationship with a fellow employee, it is the responsibility of you and the fellow employee to deal appropriately with any potential conflicts of interest. Ideally, such relationships should be reported, in confidence, to the Head Teacher or CEO, particularly where the relationship is between a manager and his/her subordinate.

You should take care that financial, familial or personal relationships entered into on a consensual basis do not advantage or unfairly disadvantage any member of staff or other individuals.

Employees involved in personal relationships within the workplace should exercise due regard for the professional nature of the workplace and behave in a professional manner at all times paying due consideration to colleagues, parents and pupils. Where a personal relationship exists between employees who are in a line management or supervisory relationship at work they must not be involved in recruitment, selection, appraisal, promotion or in any other management activity or process involving the other party whereby there may be a conflict of interest or perceived conflict of interest as a result of the personal relationship. In such circumstances, the Head Teacher or CEO as appropriate should be informed and will, where appropriate, make alternative arrangements and confirm them in writing. Such matters will always be treated in confidence.

If there is any inequality or perceived inequality in the relationship, extra care should be taken and your attention is drawn to the Harassment Policy. Sexual harassment is defined as “any form of unwanted verbal, non-verbal or physical conduct of a sexual nature which occurs with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment”. If you are involved in a personal relationship at work you should ensure that any such relationships are fully consensual and are not and cannot be perceived as an exploitation of one party’s position in relation to another.

Any employee who is, or who has been, involved in a sexual/romantic relationship with another member of staff, and who does not consider their involvement to be truly consensual, will have the right to complain under the Trust’s Harassment Policy or grievance procedure.

Sexual/romantic relationships with pupils are strictly prohibited. Any employee found to be in such a relationship will be subject to the Trust’s disciplinary procedure which may result in dismissal on the grounds of gross misconduct. Such relationships will also, where appropriate, be reported to the police and Teaching Regulation Agency (TRA). The school will follow the Safeguarding policy in this event.

External and internal applicants for posts will be asked to declare relevant personal relationships when applying for the post to ensure that the member of staff they are related to / in a relationship with, has no involvement in the application process.

Anybody who is uncertain about whether they should take action regarding a personal relationship (whether their own or someone else’s relationship that is affecting them) are invited to seek guidance in confidence from the Head Teacher or CEO.

You should be aware that a breach of this policy could lead to disciplinary action being taken.

## **11. MATERNITY POLICY**

Employees on the Blue Book Terms and Conditions should refer to the Kent County Council Family Leave Information Pack at Appendix 1 of the Handbook.

The following provisions apply to Teachers on the Burgundy Book .

### **Antenatal Care**

You have the right not to be unreasonably refused paid time off during working hours to receive ante-natal care.

The appointment must be made on the advice of a registered doctor, midwife or health visitor. After the first appointment, you must be prepared to produce a certificate confirming your pregnancy and your appointment card.

### **Qualification and Notification for Maternity Leave**

You are entitled to maternity leave provided you notify the academy and Trust by the end of the 15th week before the expected week of childbirth (EWC) of:

- the fact that you are pregnant; and
- your EWC;
- the date on which you intend your maternity leave to start. This date cannot be earlier than the beginning of the 11th week before your EWC.
- You must also provide the academy with the original maternity Certificate (MAT B1) issued by your doctor.

If you cannot provide this information on or before the 15th week before your EWC you should do so as soon as is reasonably practicable.

If you intend to take advantage of the right to shared parental leave, you should inform the academy of this fact at the same time as you notify the intended start date of your leave

You can choose to work right up to childbirth unless there are health and safety reasons which prohibit this.

Your maternity leave will begin on the date chosen by you except:

- where you are absent from work for a pregnancy-related reason in the four weeks before your EWC, when your leave begins on the first day of absence.
- where your baby is born earlier than your chosen start date, when your maternity leave begins on the day following the birth.

If you change your mind about your intended start date of leave, you must give the academy at least 28 days' notice before either the original or new start date of leave, whichever is the earlier.

If you give less than 28 days' notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, the academy may refuse to allow you to start your maternity leave until the 29th day after receiving your notification.

You should inform the Head Teacher or CEO as appropriate as soon as reasonably practical of your baby's actual date of birth.

### **Duration**

You are entitled to 52 weeks maternity leave.

### **Expected Date of Return**

Within 28 days of receiving your notice of intended start of maternity leave, the academy will send you a letter stating the expected date of your return from maternity leave. The academy or Trust will assume unless otherwise advised by you that you wish to take your full maternity leave entitlement.

### **Maternity Pay**

Most employees are entitled to maternity benefit for the first 39 weeks of maternity leave. Maternity benefit is either Statutory Maternity Pay / Occupational Maternity Pay paid by the academy or Trust, or Maternity Allowance paid by the Department of Work and Pensions.

### **Statutory Maternity Pay**

You will qualify for Statutory Maternity Pay (SMP) if:

- you have been employed by the Trust for 26 weeks prior to the 15th week before your EWC; and
- you pay sufficient National Insurance Contributions; and
- you notify the academy or Trust at least 28 days before the date you want payments of SMP to commence, or if not reasonably practicable, as soon as is reasonably practicable. If giving late notice, you should give an explanation of the delay.

SMP will not be paid before the 11th week before your EWC.

There are two rates of SMP, an earnings-related rate and a prescribed rate. The earnings-related rate is paid during the first 6 weeks of Maternity leave and the prescribed rate is paid during the following 33 weeks of Maternity leave, giving a total of 39 weeks maximum entitlement of SMP.



The earnings-related rate of SMP is 90% of your average weekly earnings. Your average weekly earnings are calculated on the basis of average earnings during the 8 weeks immediately preceding the 14th week before the EWC.

### **Maternity Allowance**

If you do not qualify for SMP, the academy will give you a form SMP1 to explain why you do not qualify. Employees who do not qualify for SMP will normally qualify for Maternity Allowance.

Maternity Allowance is paid at either 90% of average weekly earnings or the prescribed rate whichever is less (including during the first six weeks). It is your responsibility to claim Maternity Allowance from Jobcentre Plus.

### **Burgundy Book Provisions**

If you are under the Burgundy Book (teaching staff), your entitlement to Occupational Maternity Pay will depend upon your length of continuous service with the Trust, but also with other local authorities.

Employees who have, by the qualifying date (i.e. at 26 weeks prior to the 15th week before your EWC) completed at least 1 year's continuous employment will benefit from the full entitlements under the Burgundy Book scheme as follows:

- First 4 weeks of leave: full pay (inclusive of SMP);
- Weeks 5 – 6 of leave: 90 per cent of a week's salary (inclusive of SMP);
- Weeks 7 – 18 of leave: half pay plus SMP (capped so as not to exceed full pay);

The remainder of the paid leave period (i.e. weeks 19 to 39) will be paid at the prescribed rate of SMP, and weeks 40 to 52 unpaid.

Employees who have, by the qualifying date, less than 26 weeks service with the Trust, but more than 1 years' continuous service with one or more local authorities, will be entitled to the same payments as set out in 11.23, save for the fact that SMP will be substituted for Maternity Allowance (MA), subject to eligibility.

Any benefits or rights conferred under the Burgundy Book are subject to the rules, conditions and criteria set out within those Agreements being met.

To retain Maternity pay received under the Burgundy Book scheme, you are required to complete at least 13 weeks' full time service, or its part-time equivalent, on your return to work. If you were working part-time prior to maternity leave, you are required to complete 13 weeks' part-time service. This period includes both term time and academy holidays. There is no need to return to work if you claimed SMP only and there is no need to repay SMP if you do not return for 13 weeks. In the event that you do not return to work for this period, you will be required to repay any OMP the academy has paid to you.

## **Working during the Maternity Payment Period**

You can work for up to ten days during your Maternity Leave Period (MLP) for the academy or Trust without bringing your MLP to an end. These are called Keeping in Touch (KIT) days. If you take any KIT days in the Maternity Pay Period (MPP), i.e. the first 39 weeks, you will not lose your entitlement to SMP. Once you have worked for ten days, you will lose SMP for each week in your MPP in which you do any further work. If you wish to consider working on KIT days, please contact the Head Teacher or CEO as appropriate who will discuss arrangements with you and agree terms and remuneration.

## **Returning To Work**

As set out above, you will have received a letter from the academy or Trust stating the expected date of return to work. The expected date of return will be the first working day after the end of the full period of maternity leave to which you are entitled.

## **Returning to Work Earlier than the Expected Date of Return**

If you wish to return before the expected date of return, you must give notice to the academy or Trust at least 8 weeks before your new intended return date, or if that is not reasonably practicable, as soon as reasonably practicable. If the notice is given late, it must be accompanied by an explanation for the delay.

You may wish to consider returning to work early to take advantage of the right to shared parental leave between yourself and your partner (see below).

The academy or Trust will write to you within 28 days of receipt of your notice to confirm the new intended start date.

If less than 8 weeks' notice is given by you, the academy or Trust may be entitled to refuse to allow you to return to work until the 8 week period has elapsed.

In any event you are not permitted to return to work within 2 weeks' of the actual date of birth.

## **Returning to Work Later than the Expected Date of Return**

If you wish to postpone your return to work until after the end of your full entitlement to maternity leave, you must contact the academy or Trust and submit a medical certificate confirming that you are suffering from a medical condition which prevents you from working, or provide another authorised reason (such as holiday or parental leave), for your returning late.

## **The Job You Return To**

If you return after 26 weeks' leave or earlier, you are entitled to return to the same job.

It may not be practicable for the academy or Trust to offer you the same job if you return during the second six months of your entitlement. If this is the case, the Trust will offer you suitable alternative employment (unless a redundancy situation arises).

## **Health and Safety**

While you are pregnant, some circumstances exist where the Trust may have to suspend you on full pay because of your condition. These circumstances might include:

- where your pregnancy makes you unable to do your job adequately
- where it is unlawful for a pregnant woman to do a particular job
- where a health and safety risk to yourself and/or the baby has been identified but cannot be eliminated.

Before such action is taken, every possible effort will be made by the Trust to change your hours of work or working conditions if there is a health and safety risk, or to find suitable alternative work for you.

The Trust is required to assess the risks to health and safety to which pregnant employees and others could be exposed. Please refer to the Trust's Health and Safety Policy for details.

## **12. PATERNITY LEAVE POLICY**

Paternity leave and paternity pay are available to qualifying employees who are the father of a new born child or the spouse or partner (this includes same sex partners) of the mother or adoptive parent.

Employees who are under the Blue Book should refer to Appendix 1.

### **Qualification**

Paternity leave is available to you if you:

- have worked continuously for the Trust for not less than 26 weeks by the 15th week before the child is expected to be born; and
- are the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and
- have or expect to have responsibility for the child's upbringing; and
- give appropriate notification to the academy or Trust and
- give the academy or Trust a self-certificate to support your entitlement to paternity leave.

You cannot take both adoption leave and paternity leave in respect of the same child. Therefore if adopting a child as a couple, it is up to you to decide who will take adoption leave and who will take paternity leave.

## **Duration of Leave**

Paternity Leave of up to 2 weeks' can be taken.

The leave must be taken either as 1 week or 2 consecutive weeks' leave. The leave cannot be taken as 2 separate weeks leave or odd days. Only one period of leave is available, irrespective of whether more than one child is born at the same time. Therefore, if twins are born, your entitlement is still up to 2 weeks' leave and not four weeks.

## **When Leave can be Taken**

You can choose to start your Paternity Leave:

- from the date of the child's birth (or date of placement in adoption cases); or
- from a chosen number of days or weeks after the date of the child's birth or placement; or
- from a chosen date.

The leave must be completed:

- within 56 days (8 weeks) 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 days after the expected week of birth.

## **Notification**

To take Ordinary Paternity Leave, you must inform the academy or Trust of your intention to take paternity leave by the 15th week before the baby is expected. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay.

You must also inform the academy or Trust:

- of the Expected Week of Childbirth (the week the baby is due);
- whether you wish to take one or two weeks' paternity leave;
- of the date on which you want your leave to start.

You can change your mind about the date you want your paternity leave to begin, provided you give the academy or Trust at least 28 days' notice, ending at the original start date or new start date, whichever is the earlier. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay. If notice is given late and the explanation for the delay is inadequate the academy or Trust can postpone the start of your paternity leave until the 29th day after receipt of the notice.

It is not necessary for you to give notice of expected return date, since the leave is only one or two weeks in duration.

### **Statutory Paternity Pay**

Subject to your satisfying the qualifications set out below, Statutory Paternity Pay (SPP) will generally be payable for paternity leave taken within 56 days of the date of the child's birth (or placement for adoption).

### **Qualification**

To qualify for SPP, you must:

- have continuous service with the Trust for not less than 26 weeks by the 15th week before the child is expected to be born (or placed for adoption); and
- have continuous service with the Trust from that 15th week up to the child's date of birth (or placement); and
- be the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and
- have or expect to have responsibility for the child's upbringing; and
  - give appropriate notification; and
  - give the Trust a self-certificate to support your entitlement to SPP;
  - have average weekly earnings equal to or above the Lower Earnings Limit applying to National Insurance Contributions (NICs).

### **Amount Paid**

SPP will be the lesser of the current weekly prescribed rate or 90% of your average weekly earnings.

If you do not qualify for SPP you may be eligible for other state benefits whilst on paternity leave. You should discuss your particular circumstances with your local Jobcentre Plus office.

### **Relationship with Shared Parental Leave**

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

You will not be able to take paternity leave for a child if you have already taken shared parental leave for that child.

*Please see the Trust's Shared Parental Leave Policy for further information.*

### **Time Off for Antenatal Appointments**

If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments (up to 6.5 hours each). If you wish to exercise this right you should notify the Head Teacher or CEO as appropriate of the date and time of the appointment. You may be asked to provide written evidence that an appropriate appointment has in fact been made.

### **13. ADOPTION LEAVE POLICY**

Employees on the Blue Book should refer to Appendix 1.

#### **Qualification**

Adoption leave and pay is available to individuals who adopt, or one member of a couple where a couple adopt jointly. The rights are also available to parents who have been deemed suitable to adopt a child where the parents have been 'fostering to adopt'.

To qualify for adoption leave, you must:

- have been notified that you have been matched by an adoption agency with a child for the purposes of adoption; and
- give the academy or Trust appropriate notice; and
- give the academy or Trust a Matching Certificate as evidence of entitlement to adoption leave.

If both adoptive parents qualify, you may each take shared parental leave (see relevant policy).

#### **Notification**

You are required to inform the academy or Trust of your intention to take adoption leave within 7 days of being notified that you have been matched with a child for adoption, unless this is not reasonably practicable. If not reasonably practicable, you should notify the academy or Trust as soon as reasonably practicable with a written explanation for the delay.

The notice must include the following information:

- when the child is expected to be placed with you;
- when you want to start the adoption leave;

You can change your mind about the date you want your leave to start provided you give at least 28 days' notice in advance (again unless this is not reasonably practicable). If 28 days' notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation of the delay.

The academy or Trust will respond within 28 days of receipt of your notification. The academy or Trust will write to you setting out the date on which we expect you to return to work if the full entitlement to adoption leave is taken. This date is the Expected Return Date.

### **Matching Certificate**

You must provide a completed Matching certificate (available from the Agency who is placing the child with you).

### **Time off to attend Adoption Appointments**

Employees who are proposing to adopt may take paid time off work to attend up to 5 adoption appointments in certain circumstances providing that they are the 'main adopter'. If they are the 'secondary' adopter, s/he may take unpaid time off work to attend up to 2 adoption appointments in certain circumstances. This entitlement is for qualifying adoption meetings for up to 6.5 hours each.

### **Duration of Leave**

You will be entitled to a maximum of 52 weeks Adoption Leave; 26 weeks Ordinary Adoption leave and 26 weeks Additional Adoption Leave.

You may alternatively decide, if both adoptive parents qualify, to split your leave between yourself and your partner using Shared Parental Leave (see policy below).

### **When Leave Can Be Taken**

You can choose to start your leave either:

- from the date of placement (whether this is earlier or later than expected); or
- from a fixed date which can be up to 14 days before the expected date of placement.

Only one period of leave is available regardless of whether more than one child is placed for adoption as part of the same arrangement.

Sometimes the placement ends during the adoption leave period, for instance when the adoption agency that matched the employee with the child notifies the employee that the child will not in fact be placed with him or her or the placement is considered unsuitable. If this happens, you are entitled to continue the adoption leave for up to 8 weeks after the end of the placement.

It should be noted that adoption leave is in addition to parental leave (currently 18 weeks).

## **Returning to Work**

### **Right to Return**

Where you take Ordinary Adoption Leave only (i.e. up to 26 weeks) you have the right to return to the same job as you left and to be treated as if you had never been absent.

Where you take Additional Adoption Leave (i.e. more than 26 weeks and up to 52 weeks' leave) you have the right to return to the same job, or if that is not reasonably practicable, to another job which is both suitable and appropriate in the circumstances.

### **Notice of Return**

Where you intend to return to work on the Expected Return Date no notice is required to be given.

Where you wish to return to work before the Expected Return Date, you must give the academy or Trust at least 8 weeks' notice of the date you intend to return. This notice need not be in writing.

If you fail to give at least 8 weeks' notice then the academy or Trust is entitled to postpone your return and is not obliged to pay you your normal remuneration until the agreed return date.

### **Adoption Pay**

**Employees on the Blue Book may be entitled to Contractual Adoption Pay** if eligible, which mirrors the enhanced Contractual Maternity Pay and is subject to the same return provisions. For all other employees, Statutory Adoption Pay (SAP) is available if you:

- have 26 weeks continuous service by the week in which you are notified by an approved adoption agency that match has been made with a child; and
- give appropriate notification to the academy or Trust; and
- give the academy or Trust a completed Self Certificate; and
- have average weekly earnings of not less than the lower earnings limit for National Insurance Contributions.

### **Notification**

You must give the academy or Trust at least 28 days' notice of the date upon which you expect any payment of SAP to begin, unless this is not reasonably practicable.

You can change your mind about the date you want your SAP to start provided you give at least 28 days' notice in advance (again unless this is not reasonably practicable).

If 28 days' notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation for the delay.



## **Amount Paid**

There are two rates of SAP, an earnings-related rate and a prescribed rate. The earnings-related rate is paid during the first 6 weeks of adoption leave and the prescribed rate is paid during the following 33 weeks of adoption leave, giving a total of 39 weeks maximum entitlement of SAP.

The earnings-related rate of SAP is 90% of your average weekly earnings.

## **Alternative / Additional Financial Help for Adopters**

If you have average weekly earnings below the lower earnings limit for National Insurance Contributions purposes and do not qualify for SAP you may be eligible for other state support whilst on adoption leave.

## **14. SHARED PARENTAL LEAVE**

Employees who are on the Blue Book should refer to Appendix 1 for details regarding Shared Parental Leave.

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

A parent proposing to take a period of shared parental leave must give the academy or Trust 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the academy or Trust. While every effort will be made to accommodate the needs of individual employees, the academy or Trust may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the academy or Trust's discretion.

An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.

Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with the Head Teacher or CEO as appropriate who will check that you qualify and help guide you through the procedure.

## **15. PARENTAL LEAVE POLICY**

### **Eligibility**

To be eligible to take parental leave you must be the parent (including adoptive parents) of a child or have obtained formal parental responsibility for a child under the Children Act. We may need to request evidence of this, for example in the form of a birth certificate.

In addition you must have completed one year's service with the Trust.

### **Entitlements**

If you meet the conditions set out above you are entitled to a total of 18 weeks (unpaid) parental leave in respect of each child.

### **Time Limit**

Parental leave can be taken up until the child's eighteenth birthday.

### **Parental Leave Scheme**

You must take parental leave in blocks or multiples of 1 week (blocks of one day for parents of disabled children).

You are required to give 21 days' notice before you intend to take this leave.

If you intend to take leave immediately after the birth or placement for adoption you should give notice 21 days before the beginning of the expected week of childbirth, or placement. In rare cases where it is not possible to give 21 days' notice of the date of placement for adoption, you should give the notice as soon as reasonably practicable.

You can take up to a maximum of four weeks' leave in any calendar year.

The leave can be postponed by the academy or Trust for up to 6 months where the business cannot cope; but leave cannot be postponed if you give notice to take this leave immediately after the time your child is born or is placed with your family for adoption.

## **Your Rights Whilst on Leave**

At the present time there is NO ENTITLEMENT TO REMUNERATION, i.e. parental leave is unpaid. However, you are guaranteed the right to return to the same job as before you went on leave.

In the case of mothers taking parental leave immediately following maternity leave there are special provisions depending on whether the mother has taken ordinary or additional maternity leave;

**Ordinary** maternity leave period (26 weeks) - return to the same job;

**Additional** maternity leave period - return to the same job unless this would not have been reasonably practicable at the end of the additional leave period and is still not reasonably practicable, in which case a similar job which has the same or better status, terms and conditions as the old job.

During the period of parental leave you are entitled to the benefits of your terms and conditions of employment relating to notice of termination, compensation in the event of redundancy and disciplinary and grievance procedures.

## **Postponement of Leave**

If we consider that your absence will unduly disrupt the academy or Trust, we can postpone the leave for no longer than 6 months from the beginning of the period that you requested to start your parental leave;

Examples of the reasons which might justify the academy or Trust postponing parental leave include work being at a seasonal peak (e.g. exam times), a significant proportion of the workforce applying for parental leave at the same time or if your role is such that your absence at a particular time would cause excessive inconvenience.

If this is the case and we need to postpone your leave we will discuss the matter with you and confirm the postponement arrangements in writing no more than 7 days after your notice to take leave. The notice will set out the reason for the postponement and the new dates of parental leave. If leave is postponed, the length of the leave will still be the equivalent of your original request.

## **Parental Leave immediately following Maternity Leave**

Parental leave taken immediately after a period of Maternity, Paternity or Adoption Leave shall not count towards any required return to work period for the purposes of obtaining or retaining employee benefits.

## **16. TIME OFF FOR DEPENDANTS POLICY**

We recognise that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Provided the reasons for such a request are genuine and you inform the Trust as soon as possible that you need this time off, you will be allowed 1 day paid and reasonable **unpaid** time off work to deal with such emergencies.

## **Dependants**

Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to the Head Teacher or CEO as appropriate.

## **The Emergency**

The right to time off only covers emergencies. If you know in advance that you're going to need time off, you may be able to arrange this with the Trust by taking another form of leave, such as parental, maternity, paternity or adoption leave.

For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:

- is ill and needs your help
- is involved in an accident or assaulted
- needs you to arrange their longer term care
- needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up
- goes into labour

You can also take time off if a dependent dies and you need to make funeral arrangements or attend the funeral (see also the Bereavement Policy).

## **Length of Time Off**

You can only take off as long as it takes to deal with the immediate emergency. For example, if a dependent is ill you can take enough time off to deal with their initial needs, such as taking them to the doctor and arranging for their care. You cannot take time off work to provide that care yourself and will need to make alternative arrangements for their longer term care. If you want to stay off work longer to care for them yourself you will normally need to take this as part of your annual leave entitlement if appropriate.

As a general benchmark, no more than a day or two should be sufficient to deal with the immediate circumstances.

## **Notice**

You must tell the academy or Trust as soon as possible why you are away from work and how long you expect to be off. In extreme cases of emergency where you cannot inform the academy or Trust of your absence before your return to work, on your return you should still inform the Head Teacher or CEO as appropriate why you were absent.

## **17. FLEXIBLE WORKING POLICY**

To make a flexible working request, you must:

- be an employee;
- have been continuously employed by the Trust for more than 26 weeks at the date the application is made; and
- not have made another formal flexible working request during the past 12 months.

### **Scope of a Request**

If you qualify, you may request:

- a change to hours worked;
- a change to the times you are required to work;
- a change in duties;
- a change to any other terms of your employment.

Any agreed change to your terms and conditions will be permanent, unless agreed otherwise.

### **Your Application**

Before making a flexible working request you should consider:

- what working pattern you are seeking;
- the financial implications a change might have on you;
- what effects, if any, the change will have on the Trust's business and on your colleagues (and students, if applicable) and how these might be accommodated.

Your application must be in writing, signed and dated and:

- state that it is an application under the right to apply for flexible working arrangements;
- specify the change applied for;
- specify the date on which you would like the change to be effective;

- explain what effect, if any, you think making the change applied for would have on the academy or Trust; and
- explain how you meet the eligibility requirements.

You can only make one application in any 12 month period. If you have made a previous application, your new application must state this and give the date on which the previous application was made.

## **Our Response**

Unless we and you jointly agree, we will deal with your application, from start to finish, within a maximum of three months. On this basis, the timescales set out below (to the extent that they relate to action to be taken by the Trust) are for guidance purposes only and may be subject to change (provided always that the three-month period is adhered to).

The academy or Trust may agree to your request without discussing it with you. If so, you will be notified in writing.

Otherwise, you will be invited to a meeting within 28 days of receiving your application. You have the right to be accompanied to the meeting by a work colleague or Trade Union representative.

## **The Meeting**

At the meeting, your requested work pattern will be discussed in detail and consideration given to how it might be accommodated. We may also discuss alternative working patterns.

## **After the Meeting**

You will be written to within 14 days of the meeting with the decision. The academy or Trust will either agree a new working pattern and a start date or will refuse your request and give the reasons for refusal.

The grounds on which your request can be rejected are:

- burden of additional costs;
- detrimental effect on the ability to meet customer (i.e. pupils and parents) demand;
- inability to reorganise work amongst existing staff;
- inability to recruit additional staff;
- detrimental effect on quality;
- detrimental impact on performance;

- insufficiency of work during the periods the employee proposes to work;
- planned structural changes;
- any other ground allowed by regulations.

### **The Appeal Procedure**

You may appeal the decision in writing within 7 days of receiving it, setting out your grounds of the appeal.

You will either be invited to an appeal meeting within 14 days of receiving your appeal, or allow your appeal without a meeting.

You will receive a written appeal outcome within 7 days of the hearing. If the appeal is allowed the academy or Trust will specify the variation agreed and the date from which it is to take effect. Where your appeal is rejected, an explanation will be given. This decision will be final.

### **18. HEALTH AND SAFETY AT WORK POLICY**

Please see our separate Health and Safety Policy.

### **19. ALCOHOL AND DRUG ABUSE POLICY**

You must not drink alcohol on the Trust's premises (or in any other place where you may be carrying out your duties) during working hours. Further, you must not drink alcohol during break / lunch times, unless prior authority has been given by the Head Teacher or CEO. If you are staying away on an academy trip (for example), you should also refrain from drinking alcohol at all times on the basis that you have students in your care and could be called upon at any moment. You may also be required to drive.

Any employee who is found consuming alcohol or is found to be intoxicated at work will normally face disciplinary action on the ground of gross misconduct under the Trust's disciplinary procedure.

Reporting for work when unfit due to the influence of alcohol, drugs (whether illegal or not) or substance abuse is also forbidden and may be regarded as a gross misconduct offence. Whether you are unfit for work is a decision to be made by the Head Teacher or CEO.

The possession, use or distribution of drugs for non-medical purposes on the Trust's premises is strictly forbidden and a gross misconduct offence.

If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss the problem in confidence with the Head Teacher or CEO.

If the Trust suspects there has been a breach of this policy or your work performance or conduct has been impaired through substance abuse, we reserve the right to require you to undergo a medical examination to determine the cause of the problem.

If you refuse to undergo a medical examination in such circumstances your refusal will normally be treated as gross misconduct.

If, having undergone a medical examination, it is confirmed that you have been positively tested for an illegal drug or have a problem with alcohol or drugs, or you admit there is a problem, the Trust reserves the right to suspend you from your employment to allow time to decide whether to deal with the matter under the terms of the disciplinary procedure and/or to require you to undergo treatment and rehabilitation.

If you do not follow any agreed/recommended course of treatment or if it is ineffective, lapses in your performance, conduct or attendance will be dealt with in accordance with our normal procedures, as appropriate.

The Trust reserves the right to screen you for alcohol using a standard breathalyser test if a member of staff believes that you are under the influence of alcohol.

The Trust reserves the right to inform the police of any suspicions it may have with regard to the use of controlled drugs by its employees on the Trusts premises.

## **20. BEREAVEMENT POLICY**

Bereavement affects everybody differently, so if you suffer bereavement of a close relative or friend, you should discuss the circumstances with the Head Teacher or CEO as appropriate who may be able to agree to some time off to make arrangements or to attend the funeral. The decision as to whether time off can be granted, and whether that time should be paid or unpaid, will be entirely at the discretion of the Head Teacher or CEO as appropriate. The granting of such additional paid or unpaid leave creates neither rights nor obligations in any other case.

## **21. GDPR POLICY**

See separate GDPR Data Protection Policy

## **22. WHISTLEBLOWING POLICY**

We are committed to conducting our operations with honesty and integrity, and expect all employees, local governors, directors, officers and suppliers to maintain high standards. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring or to address them when they do occur.

The purpose of this policy is to make clear that employees can and should voice concerns without fear of victimisation, subsequent discrimination or disadvantage. It is intended that this policy will encourage and enable employees to raise serious



concerns within the school and the Multi Academy Trust rather than overlooking a problem or ‘whistleblowing’ outside the organisation.

This policy is effective from 1st October 2015 as approved by Aquila the Diocese of Canterbury Multi Academies Trust Ltd (hereafter referred to as the MAT).

The aims of this policy are:

- To encourage Employees, Local Governors, Directors, Officers and suppliers to act upon their concerns and report any matter where they suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected;
- To provide Employees, Local Governors, Directors, Officers and suppliers with guidance as to how to raise those concerns;
- To reassure Employees, Local Governors, Directors, Officers and suppliers that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.
- To ensure that employees about whom concerns are raised are treated fairly and supported appropriately

This policy takes account of the Whistleblowing Arrangements Code of Practice issued by the British Standards Institute and **Public Concern at Work** (the independent whistleblowing charity) and the revisions to the law introduced by the Enterprise and Regulatory Reform Act 2013 from 25 June 2013.

The ESFA’s Academies Financial Handbook 2019 contains the following provisions:

*363. All organisations should have appropriate procedures in place for whistleblowing. The board need to ensure that staff and everyone serving on the board alike are aware of to whom they can report their concerns, and the way in which such concerns will be managed.*

*364. The whistleblowing charity, Public Concern at Work (PCAW), provides support for organisations and confidential independent advice to employees about wrongdoing in the workplace. You can contact PCAW at: General enquiries: 020 3117 2520 Protect Advice line: [whistle@protect-advice.org.uk](mailto:whistle@protect-advice.org.uk)*

*365. The whistleblowing page on GOV.UK provides further information on the areas for which whistleblowing arrangements should cover*

The following persons hold the following roles for the Academies Financial Handbook:

**Accounting Officer:**  
**Chief Finance Officer:**  
**Chair of Audit & Risk Committee:**

**Annie Wiles**  
**Marian Scally**  
**Samantha Page**

## **SCOPE**

This policy applies to all individuals working at all levels including senior managers, officers, directors, employees, consultants, contractors, trainees, local governors, part-time and fixed-term workers, casual and agency staff and volunteers (collectively referred to as staff in this policy).

## **WHAT IS WHISTLEBLOWING?**

Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

- criminal activity;
- miscarriages of justice;
- danger to health and safety;
- damage to the environment;
- failure to comply with any legal or professional obligation or regulatory requirements;
- bribery;
- financial fraud or mismanagement;
- negligence;
- breach of our internal policies and procedures;
- conduct likely to damage our reputation;
- unauthorised disclosure of confidential information or other activity;
- malpractice in relation to public examinations; or
- the deliberate concealment of any of the above matters.

A whistleblower is a person who raises a genuine concern relating to any of the above and they reasonably believe that disclosure is in the public interest. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a whistleblowing concern) you should report it under this policy as soon as possible.

This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work or the way your child has been treated in school. In those cases you should use the Grievance policy, the relevant appeal process under our specific employment policies or (for parents and members of the public) the Complaints policy.

If you have any concerns relating to child protection or safeguarding you must raise these under the appropriate policy immediately.

If you are uncertain whether something is within the scope of this policy, you may seek advice from Public Concern at Work (whose contact details are above) and your Trade Union.

## **RAISING A WHISTLEBLOWING CONCERN**

We hope that in most cases you will be able to raise any concerns with your line manager or Headteacher. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively. In some cases they may refer the matter to our Responsible Officer.

However, where the matter is more serious, or you feel that your line manager or your Headteacher has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact our CEO or Responsible Officer. Contact details are set out at the end of this policy.

We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a Permitted Companion to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

If an investigation is required, a decision will be made as to whether the matter will be addressed internally, be referred to the police or an external auditor or form the subject of an independent inquiry. In cases where the welfare of the child may be at risk, it may be more appropriate to follow the procedure for 'Dealing with allegations of abuse against members of staff and volunteers'.

## **CONFIDENTIALITY**

We hope that staff will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to protect your identity. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to our Responsible Officer and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt you can seek advice from Public Concern at Work.

If you have raised a whistleblowing concern with us you should keep the fact and content of that concern confidential so that we may investigate your allegation fairly and effectively save that you may of course discuss the matter with a professional adviser or your Trade Union, with any investigator appointed by us and with those other contacts identified in this policy.

## EXTERNAL DISCLOSURES

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body. It will very rarely, if ever, be appropriate to alert the media. You should seek advice before reporting a concern to anyone external. Public Concern at Work operate a confidential helpline. Your Trade Union may also be able to advise you in these matters.

Our understanding is that the Education Funding Agency is not a prescribed person for the purposes of Section 43F of the Employment Rights Act 1996 and that the EFA would not count as the Minister of the Crown for the purposes of Section 43E of the Employment Rights Act as no members of the our Board are appointed by a Minister of the Crown under any enactment.

If the worker wishes to take the matter outside of the organisation then the following are possible contact points:

- Public Concern at Work
- Audit Commission
- A relevant Trade Union
- Citizens Advice Bureau
- Relevant Professional Bodies
- Regulatory Organisations
- Local Police

A whistleblower will only have protection for a disclosure to a prescribed person if they reasonably believe

- disclosure is in the public interest; and
- the relevant wrongdoing falls within the description of the matter in respect of which that person is prescribed; and
- the information disclosed and allegation contained in it are substantially true.

Whistleblowing concerns usually relate to the conduct of staff, but they may sometimes relate to the actions of a third party, such as a supplier or government agency. In some circumstances the law will protect you if you raise the matter with the third party directly. However, we encourage you to report such concerns internally first. You should contact the Responsible Officer for guidance.

## **INVESTIGATION AND OUTCOME**

Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of that assessment. You may be required to attend additional meetings in order to provide further information.

In some cases we may appoint an investigator or team of investigators (including staff) with relevant experience of investigations or specialist knowledge of the subject matter. An investigation may be internal or external. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.

We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.

If we conclude that a whistleblower has made false allegations maliciously or with intent to damage our reputation or of any of our staff or with a view to personal gain, the whistleblower will be subject to our Disciplinary policy.

We encourage prompt disclosure of potential wrongdoing. If you have delayed in disclosing potential wrongdoing you will be asked to explain why you have delayed in making the disclosure.

## **IF YOU ARE NOT SATISFIED**

While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy you can help us to achieve this.

If you are not happy with the way in which your concern has been handled, you can raise it with our Responsible Officer. Contact details are set out at the end of this policy.

## **PROTECTION AND SUPPORT FOR WHISTLEBLOWERS & OTHER STAFF**

It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

Staff must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform our Responsible Officer immediately. If the matter is not remedied you should raise it formally using our Grievance policy.

Staff must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases the whistleblower may sue you personally for compensation in an employment tribunal.

Teaching staff, whether the whistleblower or the subject of a whistleblowing allegation, may seek support from the Teacher Support Network’s 24-hour Support Line, whose contact details are at the end of this policy.

Staff who are the subject of a whistleblowing allegation:

- are entitled to be accompanied at any meetings by a Permitted Companion;
- are not entitled to know the identity of the whistleblower;
- are entitled to see and approve any final statements made by them as part of an investigation; and
- should indicate if they believe that the allegation made against them was false and if it was false whether it was made maliciously or with intent to damage the reputation of us or of any of our staff or for personal gain

## RESPONSIBILITY FOR SUCCESS OF THIS POLICY

Our Board has overall responsibility for this policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this policy.

Our CEO and Responsible Officer have day-to-day operational responsibility for this policy, and must ensure that all managers and other staff who may deal with concerns or investigations under this policy receive regular and appropriate training.

All staff are responsible for the success of this policy and should ensure that they use it to disclose any suspected danger or wrongdoing. Staff are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to our Responsible Officer.

This policy will be made available to all employees and local governors by way of each Partnership Academy’s intranet and will be drawn to the attention of new employees and local governors as part of their induction.

This policy will be circulated to all suppliers and will be published on our website

## CONTACTS

### Internal Contacts

Chair of Audit Committee ("Responsible Officer")	Telephone: 01303 297020 Email: <a href="mailto:spage@diocant-aquila.org">spage@diocant-aquila.org</a>
Accounting Officer/CEO	Telephone: 01303 297020 Email: <a href="mailto:awiles@diocant-aquila.org">awiles@diocant-aquila.org</a>
Public Concern at Work (Independent whistleblowing charity)	Helpline: 020 7404 6609 Email: <a href="mailto:whistle@pcaw.org.uk">whistle@pcaw.org.uk</a> Website: <a href="http://www.pcaw.org.uk">www.pcaw.org.uk</a>
Teacher Support Network	Support Line: 08000 562 561 Website: <a href="http://teachersupport.info/">teachersupport.info/</a>

### External Contacts

The District Auditor	The Police
Your Trade Union	A solicitor or legal adviser
Local Citizens Advice Bureau	The Local Government Ombudsman
Relevant professional bodies or regulatory organisations	Public Concern at Work (registered charity that provides free confidential advice)
Relevant voluntary organisation	The Health and Safety Executive

### 23. ANTI-BRIBERY POLICY

The Trust is committed to applying the highest standards of ethical conduct and integrity to its activities. When acting on behalf of the Trust you are responsible for maintaining the Trust's reputation and for conducting its activities honestly and professionally.

The integrity and reputation of the Trust depends on the honesty, fairness and integrity brought to the job by everyone associated with the Trust.

The Trust will not tolerate any form of bribery, whether direct or indirect, by, or of, its employees or any persons or companies acting for it or on its behalf.

The Board of Trustees, Local Governing Bodies and senior management team are committed to implementing and enforcing effective systems throughout the Trust to prevent, monitor and eliminate bribery, in accordance with its obligations under the Bribery Act 2010.

A bribe is defined as a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or company to induce or influence that individual or company to perform its public or corporate functions or duties in an improper manner (i.e. not in good faith, not impartially, or not in accordance with a position of trust).

All employees and any other person acting on behalf of the Trust are prohibited from offering, giving, soliciting or accepting any bribe, whether cash or other form of inducement to or from any person or company in order to gain any commercial, contractual, educational or regulatory advantage for or from the Trust in a way which is unethical or in order to gain any personal advantage, monetary or otherwise, for themselves or anyone connected with them.

The Trust will continue to provide bona fide hospitality to staff, parents and prospective parents and incur promotional expenditure. However, all such expenditure must be transparent, proportionate, reasonable and authorised in advance, in accordance with the Trust's anti-bribery procedures.

In the course of providing services to pupils and parents, or in dealings with parents, suppliers, or any other person having similar connections to the Trust, employees should under no circumstances accept money, gifts or other forms of reward, including gifts from pupils or parents, with an estimated value exceeding £25 without prior

consent from the Head Teacher or CEO as appropriate. All such reported gifts shall be recorded to ensure transparency.

Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the Head Teacher or CEO before proceeding.

Any breach of this policy will normally be treated as Gross Misconduct.

Employees should also note that bribery is a criminal offence.

The Trust will not conduct business with third parties who are not prepared to support its anti-bribery objectives.

The Trust depends on all employees, and those acting for it, to assist in the prevention of bribery. Therefore, all employees and others acting for, or on behalf of, the Trust are expected to report any suspected bribery to the Head Teacher or CEO as appropriate or the Local Governing Body immediately.

## **24. SAFER RECRUITMENT POLICY**

### **Introduction**

The safe recruitment of staff in the Trust is the first step to safeguarding and promoting the welfare of children in education. The Trust is committed to safeguarding and promoting the welfare of all pupils in its care. As an employer, the Trust expects all staff to share this commitment.

### **Aims and Objectives**

The aim of the Safer Recruitment policy is to help deter, reject or identify people who might abuse pupils or are otherwise unsuited to working with them by having appropriate procedures for appointing staff.

The Trust has a principle of open competition in its approach to recruitment and will seek to recruit the best applicant for the job. The recruitment and selection process should ensure the identification of the person best suited to the job in the Trust based on the applicant's abilities, qualification, experience and merit as measured against the job description and person specification.

The recruitment and selection of staff will be conducted in a professional, timely and responsive manner and in compliance with current employment legislation.

If a member of staff involved in the recruitment process has a close personal or familial relationship with an applicant they must declare it as soon as they are aware of the individual's application and avoid any involvement in the recruitment and selection decision-making process.

The Trust will follow this procedure consistently and thoroughly while obtaining, collating, analysing and evaluating information from and about applicants applying for job vacancies at the Trust.



## **Roles and Responsibilities**

The Local Governing Body is responsible for ensuring that their academy has adequate staffing levels. The Trust Board will take responsibility in respect of leadership posts.

It is the responsibility of the Trust Board to:

Ensure the Trust has effective policies and procedures in place for recruitment of all staff and volunteers in accordance with Department for Education guidance and legal requirements.

Monitor the Trust's compliance with them.

It is the responsibility of the Head Teacher and other members of the SLT involved in recruitment to ensure that the Academy operates safe recruitment procedures and makes sure all appropriate checks are carried out on all staff and volunteers who work at the Academy.

To monitor contractors' and agencies' compliance with this document.

Promote welfare of children and young people at every stage of the procedure.

The Local Governing Body has delegated responsibility to the Head Teacher to lead in all appointments of staff. Governors may be involved in staff appointments but the final decision will rest with those named above.

## **Definition of Regulated Activity and Frequency**

Regulated activity for children is unsupervised activities on a frequent basis, for example, teaching, training, care or supervision, advice or guidance on well-being or driving a vehicle with children as passengers.

Frequent is once a week or more on an on-going basis or four or more times in a single month or overnight.

## **Recruitment and Selection Procedure**

### **Advertising**

To ensure equality of opportunity, the Trust will advertise all vacant posts to encourage as wide a field of applicant as possible, normally this entails an external advertisement.

Any advertisement will make clear the Trust's commitment to safeguarding and promoting the welfare of children.

All documentation relating to applicants will be treated confidentially in accordance with the Data Protection Act (DPA).

## **Application Forms**

The Trust does not use its own application form. All applicants for employment will be required to complete an application form containing questions about their academic and full employment history and their suitability for the role (in addition all applicants are required to account for any gaps or discrepancies in employment history).

The application form will include the applicant's declaration regarding convictions and working with children, and will make it clear that the post is exempt from the provisions of the Rehabilitation of Offenders Act 1974. CV's will not be accepted.

All applicants will be made aware that providing false information is an offence and could result in the application being rejected or summary dismissal if the applicant has been selected, and possible referral to the police and other professional regulatory bodies (e.g. National College for Teaching and Leadership).

## **Job Descriptions and Person Specifications**

A job description is a key document in the recruitment process, and must be finalised prior to taking any other steps in the recruitment process. It will clearly and accurately set out the duties and responsibilities of the job role.

The person specification is of equal importance and informs the selection decision. It details the skills, experience, abilities and expertise that are required to do the job. The person specification will include a specific reference to suitability to work with children.

## **References**

References for short listed applicants will be sent for immediately after short listing. The only exception is where an applicant has indicated on their application form that they do not wish their current employer to be contacted. In such cases, this reference will be taken up immediately after interview and prior to any formal offer of employment being made. Two professional/character references must be provided. These will always be sought and obtained directly from the referee and their purpose is to provide objective and factual information to support appointment decisions. Any discrepancies or anomalies will be followed up by direct contact by phone or face-to-face with each referee to verify the reference.

The Trust does not accept open references, testimonials or references from relatives.

## **Interviews**

There will be a face-to-face interview wherever possible, and the same panel will see all the applicants for the vacant position. The interview process will explore the applicant's ability to carry out the job description and meet the person specification. It will enable the panel to explore any anomalies or gaps have been identified in order to satisfy themselves that the chosen applicant can meet the safeguarding criteria (in line with the NCSL Safer Recruitment Training).

Any information in regard to past disciplinary action or allegations, cautions or convictions will be discussed and considered in the circumstance of the individual case during the interview process.

At least one member of any interviewing panel will have undertaken safer recruitment training or refresher training as applicable.

All applicants who are invited to an interview will be required to bring evidence of their identity, address and qualifications. Original documents will only be accepted and photocopies will be taken. Unsuccessful applicant documents will be destroyed following at the end of the recruitment programme. Documents will be stored secure in locked cabinets for a period of 6 months.

### **Offer of Appointment and New Employee Process**

The appointment of all new employees is subject to the receipt of a satisfactory DBS Certificate, references, medical checks, copies of qualification and proof of identity. A personal file checklist will be used to track and audit paperwork obtained in accordance with the NCSL Safer Recruitment Training. The checklist will be retained on personal files.

### **The Rehabilitation of Offenders Act 1974**

The Rehabilitation of Offenders Act 1974 does not apply to positions which involve working with, or having access to pupils. Therefore, any convictions and cautions that would normally be considered 'SPENT' must be declared when applying for any position at the Trust.

### **DBS (Disclosure and Barring Service) Certificate**

All staff and relevant volunteers at the academy or Trust require an enhanced DBS Certificate and therefore a DBS Certificate must be obtained before the commencement of employment of any new employee.

DBS certificates will remain provided there is no break in service. Members of staff at the academy or Trust are reminded of their obligation to inform the Head Teacher or CEO as appropriate of any cautions or convictions that arise whilst in service.

### **Portability of DBS Certificates Checks**

Staff may wish to join the DBS Update Service if they are likely to require another check in the future. Applicants may sign up to the Service if their check was issued after 17 June 2013, for a fee of £13 per annum, which is payable by the applicant.

### **Copies of DBS Checks**

The DBS no longer issue Disclosure Certificates to employers, therefore employees/applicants should bring their Certificate to the Head Teacher or CEO as appropriate within 7 days of issue or applicants before they commence work or any project involving regulated activity.

## **Dealing with convictions**

The Trust operates a formal procedure if a DBS Certificate is returned with details of convictions. Consideration will be given to the Rehabilitation of Offenders Act 1974 and also:

- the nature, seriousness and relevance of the offence;
- how long ago the offence occurred;
- one-off or history of offences;
- changes in circumstances,
- decriminalisation and remorse.

A formal meeting will take place face-to-face to establish the facts with the Head Teacher or CEO. A decision will be made following this meeting.

## **Proof of identity, Right to Work in the UK & Verification of Qualifications and/or professional status**

All applicants invited to attend an interview at the Trust will be required to bring their identification documentation such as passport, birth certificate, driving licence etc. with them as proof of identity/eligibility to work in UK in accordance with those set out in the Immigration, Asylum and Nationality Act 2006 and DBS Code of Practice Regulations.

In addition, applicants must be able to demonstrate that they have actually obtained any academic or vocational qualification legally required for the position and claimed in their application form.

## **Medical Fitness**

Anyone appointed to a post involving regular contact with children must possess the appropriate level of physical and mental fitness before any appointment offer is confirmed. All applicants are requested to complete a medical questionnaire and where appropriate a doctor's medical report may be required.

## **Overseas checks**

All new employees where persons have lived outside the UK are subject to additional checks in accordance with Immigration, Asylum and Nationality Act 2006. The Trust, in accordance with the UK Border Agency Code of Practice, will, if applicable, sponsor all new foreign members of staff (see Certificate of Sponsorship section).

In addition, applicants who have lived/travelled abroad for more than 3 months will need to obtain a police check from the relevant Country.

## **Induction Programme**

All new employees will be given an induction programme which will clearly identify the Trust's policies and procedures, and make clear the expectation and codes of conduct which will govern how staff carry out their roles and responsibilities.

## **Single Centralised Register of Members of Staff**

In addition to the various staff records kept in the Trust and on individual personnel files, a Single Centralised Record of recruitment and vetting checks is kept in each Academy and Trust Central Office in accordance with the Department for Education requirements. This is kept up-to-date and retained by the Head Teacher. The Single Central Register will contain details of the following:-

All employees who are employed to work at the Academy;

all employees who are employed as supply staff to the Academy whether employed directly or through an agency;

all others who have been chosen by the Academy to work in regular contact with children. This will cover volunteers, governors, peripatetic staff and people brought into the Academy to provide additional teaching or instruction for pupils but who are not staff members eg: sports coaches etc.

In the case of any staff who are not assigned to an individual academy within the Trust, these employees must be recorded on the SCR for each academy they work in, alongside all other staff employed by the Academy and Trustees.

If teaching staff work across more than one academy in the Trust, they only need to be recorded on the SCR for the academy where they spend the most teaching time, or where they are recorded for pay and other purposes. The other academies this teacher works in will need to reference on their SCR that the individual's record is held at 'XX academy'.

A designated Governor will be responsible for auditing the Single Central Register for each academy and reporting his/her findings to the CEO at least annually.

## **Record Retention / Data Protection**

The academy or Trust will retain all interview notes on all applicants for a period of 6 months, after which time the notes will be destroyed (i.e. shredded). The 6-month retention period is in accordance with the GDPR and will also allow the Academy or Trust to deal with any data access requests, recruitment complaints or to respond to any complaints made to an Employment Tribunal.

All information retained on employees is kept within each academy in a locked and secure cabinet.

## **Ongoing Employment**

We recognise that safer recruitment and selection is not just about the start of employment, but should be part of a larger policy framework for all staff. The academy

and Trust will therefore provide ongoing training and support for all staff, as identified through the annual review/appraisal process.

### **Leaving Employment at the Trust**

Despite the best efforts to recruit safely there will be occasions when allegations of abuse against children and young people are raised. In cases relating to the behaviour of an employee (these behaviours are within the context of four categories of abuse (i.e. physical, sexual and emotional and neglect) the Trust's Disciplinary Policy will apply.

In cases of dismissal (or resignation) due to the above behaviour, the academy or Trust will inform the NCTL and the Children's Safeguarding Unit of the circumstances why the employee is leaving the Trust's employment.

### **Monitoring and Evaluation**

The Head Teacher or CEO as appropriate will be responsible for ensuring that this policy is monitored and evaluated throughout the Trust.

## **APPENDIX ONE**

### **BLUE BOOK EMPLOYEES FAMILY LEAVE INFORMATION**

#### Introduction

- Abbreviations

#### Maternity Rights

- Part-time employees

#### Notification and Evidence

- Health & Safety

#### Maternity Leave

- Maternity leave entitlements
- Ante-natal care
- Sick leave
- Starting maternity leave
- Premature births
- Miscarriage and still birth
- Dismissal or resignation before starting maternity leave

#### Maternity Pay

- Statutory Maternity Pay (SMP)
- Contractual Maternity Pay (CMP)
- Maternity Allowance

#### Adoption Leave

- Notification
- Statutory Adoption Leave (SAL)
- Starting Adoption Leave

#### Adoption Pay

- Statutory Adoption Pay (SAP)
- Contractual Adoption Pay (CAP)

#### Contact During Maternity/Adoption Leave

- Keeping in Touch Days (KIT)

#### Time off to Attend Adoption Appointments

#### Summary of Maternity Entitlements

#### During Maternity/Adoption Leave

- Notification of birth
- Annual leave
- Pensions
- Essential Car User
- Lease Car User
- Homeworking allowance
- Income tax

## Returning to Work

- Returning to work early
- Delays in returning to work
- Sickness
- Requests to work flexibly
- Leaving the Trust

## Other Leave Entitlements for Parents

- Maternity Support Leave (MSL)
- Eligibility for MSL
- Statutory leave provision
- Length of MSL
- Applying for MSL
- Notice requirements
- Statutory Paternity Pay
- Contractual maternity support

## **PART B – Shared Parental Leave**

### Introduction

- Part-time employees

### Shared Parental Leave - Terminology

- Continuous leave
- Discontinuous leave 2
- Notice of entitlement
- Notifications

### Eligibility for Shared Parental Leave (SPL)

- Continuity of employment test
- Employment and earnings test

### Eligibility for Shared Parental Pay (ShPP)

### Notification & Evidence

- Notice of entitlement
- Evidence of entitlement
- Notification of booking SPL
- Discontinuous leave requests
- Varying or cancelling requests
- Withdrawing notice to end a period of maternity/adoption leave

### SPL Entitlements

- Premature births
- Miscarriage, still birth or death of child during their first year
- Partner no longer caring for the child
- Death of a partner during the child's first year



## Shared Parental Pay (ShPP)

- Contractual ShPP
- Maternity Allowance

## SPL – Adoption

## Surrogacy

## Contact during SPL

## Shared Parental Leave in Touch (SPLIT) days

## During SPL

- Annual leave
- Pensions
- Essential Car User
- Lease Car User
- Income Tax

## Returning to Work

- Sickness
- Requests to work flexibly
- Leaving the Trust

## **PART C – Other Family Leave Support**

- Parental Leave
- Emergency Dependant Care Leave
- Personal Leave/Carer's Leave
- Timeout
- Childcare vouchers
- Benefits whilst on maternity leave
- Useful contacts and references
- Maternity checklist
- Glossary of terms

This pack is intended to help you understand the available family leave entitlements and to make you aware of your options.

If your baby is due on or after 5 April 2015 (on, in the case of adoption, a child is due to be placed with you on or after that date) the new shared parental leave rights will apply (these are detailed in this pack).

This pack is split into three parts:

- Part A – family leave provisions for maternity and adoption leave
- Part B – family leave provisions for shared parental leave (only applies where your baby is due on or after 5 April 2015 (or the adoption placement takes place on or after that date))

- Part C – general family leave provisions

This pack covers:

- maternity leave
- paternity leave
- adoption leave
- shared parental leave (Part B only)
- surrogacy (Part B only)

In addition to this pack you will receive a letter and associated forms with details about your individual entitlement to the relevant family leave and pay.

If you take family leave, you will receive a letter and associated forms with details about your individual entitlements

If you have any queries regarding documents sent to you, please talk to your Head Teacher or Chief Executive Officer.

Please ensure that you read this carefully as failure to comply with certain requirements and procedures could result in you losing certain rights.

### **Abbreviations**

There are a number of abbreviations used throughout this pack and these are listed in detail at the end. However, as abbreviations in relation to pay are included early on, we have outlined these below.

EWC Expected week of Childbirth  
 SAL Statutory Adoption Leave  
 SMP Statutory Maternity Pay  
 SAP Statutory Adoption Pay  
 CMP Contractual Maternity Pay  
 CAP Contractual Adoption Pay  
 OML Ordinary Maternity Leave  
 MSL Maternity Support Leave  
 MA Maternity Allowance  
 SPL Shared Parental Leave      ShPP Shared Parental Pay  
 SPLIT Shared Parental in Touch Days

## **PART A**

### **Maternity Rights**

You have statutory maternity rights, these include the right to maternity leave, maternity pay and to return to work after your baby is born. In addition to the statutory provisions we also operate a contractual maternity scheme for eligible employees.

## **Part-time Employees**

Maternity rights apply equally to full and part-time employees regardless of how many hours worked, provided qualifying conditions are satisfied.

## **Notification and Evidence**

You should notify your line manager of your pregnancy as soon as possible so they can fulfil their duties in relation to health and safety and make any necessary arrangements to cover your maternity leave. This notification should be made no later than the end of the 15th week before the baby is due (around the 25th week of pregnancy). The notification you give must be in writing and contain the following details:

- confirmation of your pregnancy
- expected date of childbirth (EDC)
- commencement of your maternity leave

You will receive a written response within 28 days confirming your leave dates and pay entitlement.

If you change your mind about the start date of your maternity leave notice of the revised date must be given either:

- 28 days before the date originally notified, or
- 28 days before the new date whichever is the earlier, or
- as soon as reasonably practicable.

In order to receive your maternity entitlements you will need to provide medical evidence of your pregnancy (Form MAT B1). The MATB1 is issued by a GP or midwife around the 20th week of your pregnancy. This confirms when your baby is due and authorises maternity leave and pay. If a MATB1 is issued before this date it will be invalid for pay purposes.

If you do not provide the required notification and evidence as set out above, your maternity pay cannot be paid and will be withheld until proper notification is received. Normal pay will cease from the start of your maternity leave to avoid any overpayment.

## **Health and Safety**

Following notification of your pregnancy, your line manager should notify the Health and Safety Team to arrange a workplace risk assessment. This is to ensure that any necessary and reasonable adjustments are made. If you have concerns regarding your Health and Safety you should raise them with your line manager in the first instance.

## **Maternity Leave**

### **Maternity Leave Entitlements**

You are entitled to take up to 52 weeks maternity leave (regardless of length of service.) Maternity Leave is made up of:

- 26 weeks Ordinary Maternity Leave (OML)
- 26 weeks Additional Maternity Leave (AML)

Additional maternity leave follows ordinary maternity leave with no gap between the two.

Details of the maternity payments (SMP and CMP) which you may be entitled to are set out in the next section of this pack.

Although you have an entitlement to take up to 52 weeks of maternity leave, you can choose to return to work at an earlier date (please refer to the Returning to Work section of this pack for further information). However, following the birth of your baby you will be required to take off a minimum of two weeks – this is called compulsory maternity leave.

### **Ante-natal Care**

You are entitled to a reasonable amount of paid time off for ante-natal care which, in addition to medical examinations, may include relaxation and parent craft classes as long as these are advised by a registered medical practitioner, midwife or health visitor.

With the exception of the first appointment, you may be asked to produce an appointment card, or similar document, showing appointments.

### **Sick Leave**

If you are absent due to illness unrelated to pregnancy, e.g. a colds or flu, normal sick pay applies up to the date your baby is born or the agreed date for finishing work, whichever is sooner.

If, however, your absence is pregnancy related and this is verified by a health professional such as your GP or Mid Wife, sick pay will be paid up to the beginning of the 4th week before your EWC. Maternity leave and pay will automatically start on the day after the first complete day of absence from work.

You are not entitled to sick pay during maternity leave.

### **Starting Maternity Leave**

The earliest date you can start your maternity leave is the 11th week before your EWC. You may choose which day of the week you want to start maternity leave and pay.

You can choose to work beyond the 11th week before your EWC but you must confirm this in writing. If your line manager has concerns about your health, you may be asked

to provide written approval from your GP or midwife to clarify whether there is a risk to your health and determine if it is in your best interests to be at work.

### **Premature Births**

If your baby is born early, i.e. before the date you intended to start your leave, maternity leave and pay will start automatically the day after your baby's birth.

In order to preserve your rights to maternity leave and pay you must give written notice of your baby's birth date as soon as is reasonably practical.

### **Miscarriage and Stillbirth**

In the unfortunate event of miscarriage before or during the 24th week of pregnancy you will not be able to claim SMP or CMP. Normal sick pay entitlements will apply for any resulting sickness absence in accordance with normal procedures and Personal Leave may also be granted.

If your baby is born alive before or during the 24th week of pregnancy but subsequently dies, or where still birth occurs from the beginning of the 25th week of pregnancy, maternity provisions will still apply.

### **Dismissal or Resignation before Starting Maternity Leave**

If you resign or are dismissed and your last working day falls before the 15th week before the week your baby is due, then you will not be entitled to SMP.

However, if you resign or are dismissed and your last working day falls during or after the 15th week before the week your baby is due and you qualify, you will still be entitled to SMP. This will be paid either on the date you previously notified or from the later of:

- the 11th week before the expected week of childbirth;
- the 1st complete week starting on a Sunday after your employment ends.

## **Maternity Pay**

### **Statutory Maternity Pay (SMP)**

SMP is payable to all eligible employees for a maximum period of 39 weeks. To qualify for SMP you must:

- have 26 weeks continuous service by the end of the 15th week before your EWC,
- notify your line manager of your pregnancy, EWC and when you wish maternity leave to start (this notification must be made at least 15 weeks before your baby is due, i.e. around the 25th week of pregnancy),
- still be employed in the 15th week before your EWC,
- have average earnings of not less than the lower earnings limit for National Insurance (NI)
- provide a MATB1 certificate.

SMP is paid for a period of 39 weeks made up of:

- 6 weeks at 90% of average weekly earnings, followed by

- 33 weeks at standard rate SMP

Standard rate SMP is revised on an annual basis.

The average weekly earnings are calculated on the basis of the 8 week period immediately preceding the 15th week before your EWC.

If you are currently taking advantage of any salary sacrifice scheme(s), including childcare vouchers, average weekly pay is calculated after deductions have been made i.e. the lesser amount. Childcare voucher deductions cannot be taken when you are in receipt of SMP only but you can continue to receive childcare vouchers during the whole period of maternity leave.

The earliest possible date SMP can start is 11 weeks before your EWC, the latest is the day after your baby's birth.

You may choose when you wish SMP to start. This date can be no earlier than the beginning of the 11th week prior to your EWC. Unless the maternity pay period (MPP) is triggered by your baby's birth or maternity related sickness absence after the beginning of the 4th week before your EWC, in which case SMP will start the following day.

### **Contractual Maternity Pay (CMP)**

CMP provides a 12 week period of half pay in addition to SMP. To qualify for CMP you must:

- have a least 1 year's continuous service including prior employment with local government at the beginning of the 11th week prior to your EWC (this will be stated in your contract of employment),
- continue to be employed immediately before your maternity leave starts,
- notify your line manager of your pregnancy, EWC and when you wish maternity leave to start (this notification must be made at least 15 weeks before your baby is due, i.e. around the 25th week of pregnancy),
- provide a MATB1 certificate.

CMP is paid for a period of 39 weeks made up of:

- 6 weeks at 90% of contractual pay or SMP at the earnings related rate (90% of average weekly earnings,) whichever is the greater
- 12 weeks at half pay (if you intend to return to work) in addition to SMP entitlement - total amount not exceeding full pay,
- 21 weeks SMP entitlement at the standard rate.

If you are currently taking advantage of any salary sacrifice scheme, including childcare vouchers, average weekly pay is calculated after deductions have been made i.e. the lesser amount. When in receipt of CMP a deduction of 50% of the value of the childcare vouchers will be taken from your salary.

**Important: To qualify for the 12 weeks at half pay element of CMP you must return to work for at least 3 months (this is applied as 13 weeks) following your**

**maternity leave.** If you have not identified that it is your intention to return to work the 12 weeks payment will be at SMP rate only. If you decide not to return and have already taken receipt of the additional half pay, you must repay it.

Both SMP and CMP are subject to PAYE tax, National Insurance and Pension contributions. If you have a period of unpaid leave you may be eligible for a tax refund at the end of the tax year.

### **Maternity Allowance (MA)**

If you are not entitled to SMP, you may be able to claim up to 26 weeks Maternity Allowance via the Benefits Agency.

## **Adoption Leave**

### **Notification**

If you are adopting from the UK you must discuss your leave with your line manager within 7 days of the date the adoption agency notifies you that you have been matched with a child (or if this is not possible as soon as reasonably practicable). You should let your manager know when your child is expected to be placed with you and when you want your leave to start. You can use the adoption application form as your formal notification & Matching Certificate as proof of entitlement to statutory adoption pay and leave.

If adopting from overseas you must notify your manager of the date the official notification was received and the date your child is expected to enter the UK – no later than 28 days after you receive the official notification. In addition, you must give 28 days' notice of when you want your adoption leave to start, and within 28 days of the child's entry into the UK.

### **Statutory Adoption Leave (SAL)**

You are entitled to take up to 26 weeks' ordinary leave followed by 26 weeks' additional leave – 52 weeks in total.

### **Starting Adoption Leave**

Leave can start on any day of the week. For UK adoptions your leave can start from the date of your child's placement or from a fixed date which can be up to 14 days before the expected date of placement. For overseas adoptions the date that your child enters the UK or an agreed date no later than 28 days after your child enters the UK.

### **Adoption Pay**

If you want to take time off work because you are adopting a child, you may be entitled to:

Statutory Adoption Pay (SAP) – you may be entitled to receive SAP and this is paid at:

- 90% of your Average Weekly Earnings (AWE) for the first 6 weeks
- standard SAP rate or 90% of your AWE, whichever is less, for the remaining 33 weeks.

In order to qualify for SAP you will need to have:

- 26 weeks' continuous service by the week you were matched with a child
- earned at least the earnings threshold each week in the 8 weeks leading up to the date you were notified of a match with a child
- provided proof of the adoption

**Contractual Adoption Pay (CAP)** - If you have at least 1 year's service ending with the week in which you are notified that you:

- (Adopting in the UK) have been matched with a child for the purposes of adoption; and are still employed by the Trust at the time the child is placed with you,
- (Adopting from overseas) receive 'Official Notification' for the purposes of adoption and are still employed by the Trust at the time the child enters UK

For Contractual Adoption Pay (CAP), the following conditions apply:

- 6 weeks at 90% of contractual adoption pay (CAP) or SAP at the earnings related rate (90% of average weekly earnings) whichever is the greater;
- 12 weeks at half pay (if you intend to return to work) in addition to SAP entitlement – total amount not exceeding full pay;
- 21 remaining weeks SAP entitlement at the standard rate.

**To qualify for the 12 weeks at half pay element of CAP you must return to work for at least 3 months (this is applied as 13 weeks) following adoption leave.** Where there is no intention to return to work at the outset the 12 weeks payment shall be at SAP rate only. If you decide not to return and have already taken receipt of half pay it must be repaid.

Both SAP and CAP are subject to PAYE tax, National Insurance and Pensions contributions. If you have a period of unpaid leave it is possible that you will be eligible for a tax refund at the end of the tax year.

Where a couple are jointly adopting, only one partner can receive SAP and SAL. However, the other partner may be entitled to Maternity Support Leave and Pay.

Adoption leave and pay are not available in circumstances where a child is not newly matched for adoption, e.g. adopting the children of a partner.

### **Contact during Maternity/ Adoption Leave**

Your line manager can make contact with you (and vice versa) whilst you are on maternity, paternity or adoption leave, as long as the amount and type of contact is not unreasonable. You should talk to your manager to agree what kind of contact you will have during leave. This contact is necessary to ensure discussions take place regarding return to work plans and to ensure you are kept up to date on important developments within the workplace including any job opportunities or promotions that arise.



### **Keeping in Touch Days**

You may work up to 10 'keeping in touch days' (KIT days), for which you will be paid, without affecting your statutory pay or leave. If you are in the paid part of your leave, the KIT hours will be offset against any pay you are currently receiving. This means that unless the pay for the hours you work in that week exceeds the pay you are currently receiving, there will be no change in your pay. If you are currently in the unpaid part of your leave you will receive pay for hours worked.

### **Time Off to Attend Adoption Appointments**

You are entitled to time off to attend adoption appointments in the period between being notified of a match and the child you are adopting being placed with you.

If you are a single adopter you will be entitled to paid time off to attend up to 5 adoption appointments.

In the case of joint adoptions (i.e. both you and your partner have been jointly matched to adopt the child), one of you will be the 'primary adopter'. The primary adopter is the person who takes adoption leave. If you are the primary adopter you will be entitled to paid time off to attend up to 5 adoption appointments. Your partner, as the other adopter, may be entitled to unpaid time off work to attend up to 2 adoption appointments.

As a joint adopter, if you take paid time off to attend adoption appointment you will not be able claim Statutory Paternity Leave and Pay.

### **During Maternity/ Adoption Leave**

#### **Notification of Birth**

You should inform your line manager and Employee Services of the actual date of birth of your baby as soon as possible.

#### **Annual Leave**

Your annual leave entitlement will accrue during your maternity leave. All or part of this may be taken before your leave starts, or before you return to work. In the latter case, contractual holiday pay will only be paid once maternity pay has ceased.

Where maternity leave spans two annual leave year periods, then the whole of the accrued leave should be transferred to the new leave year.

#### **Pensions**

You are required to pay pension contributions throughout your period of paid leave (including any Keeping in Touch (KIT) days). These will be deducted from your salary in the normal way. These contributions will be based on the amount of pay that you are actually receiving so may be less than you would normally pay. Regardless of the amount of contributions you have paid your membership of the scheme will be credited as if you were working normally on full pay.

During any period of relevant child related leave the pensionable pay figure used to work out your pension is your assumed pensionable pay. Using your assumed

pensionable pay, rather than the amount of pensionable pay you actually receive means that you will continue to build up a pension as if you were working normally and receiving pay.

You will continue to pay your basic LGPS contributions on any pay that you receive while you are off. However, any period of unpaid additional maternity, paternity or adoption leave will not count for pension purposes unless you elect to pay Additional Pension Contributions (APCs) to purchase the amount of pension lost during that period of unpaid absence. If you wish to purchase the amount of lost pension and make the election to do so within 30 days of returning to work then the cost of the APC is split between you and The Trust. You will pay one-third of the cost and your employer will pay the rest. You can pay these additional contributions in a one-off lump sum or through regular payments from your pay.

If you have Keep in Touch (KIT) day(s) during a period of unpaid additional maternity, paternity or adoption leave you will build up a pension for the day(s) you are paid.

### **Essential Car User**

If you are still receiving the Essential User Allowance, payment of the lump sum will be made in full for 3 months from the start of your maternity leave then at 50% for 3 months. This is subject to you returning to work for a minimum period of 3 months. If you do not return to work, the allowance will be paid for the first 18 weeks only and any amount paid beyond that is recoverable.

### **Lease Car User**

If you have a vehicle via the extended lease car scheme, you keep your vehicle whilst on SPL and remain liable for the full contributions. Payments will be deducted from your salary in the normal way. During unpaid maternity leave you will be invoiced. If you decide not to return to work, you will need to return your car prior to your last day of service.

### **Homeworking Allowance**

If you are designated as a 'Homeworker' and qualify for an allowance, this will be paid in full for the remainder of the month in which your maternity leave begins and for a further 3 months thereafter. The following 3 months will be paid at 50% of the lump sum payment. If you decide not to return to work, your allowance will only be paid for a period of 18 weeks and any amount paid beyond that is recoverable.

### **Income Tax**

You may be entitled to a tax refund for the financial year in which you start your maternity leave. If applicable, this will be made when your salary would normally be paid.

### **Returning to Work**

You must notify the Head Teacher (or Chief Executive Officer if you are based in the Central Office) of the date you intend to return to work.

Unless the Trust are otherwise notified, your return to work date will be the first working day after the end of 52 weeks leave.

After ordinary leave, you have the right to return to the same job. After additional leave you have the right to return to the same job or, if not reasonably practical, an appropriate alternative job. Exceptions may occur where there is, a redundancy or the end of a fixed term or temporary contract. In these circumstances you will be offered suitable alternative work, where available.

If you do not return by your latest date of return, you risk losing the right to return.

You should let your manager know if you are breastfeeding before you return to work as we will need to review any arrangements you might require to ensure your health and safety.

### **Returning to Work Early**

If you decide to return to work earlier than the full leave period a minimum of 8 weeks' notice must be given in writing.

If you return to work without giving the minimum notice your manager may postpone the return until the full 8 weeks' notice has been given without salary (where maternity/adoption pay is exhausted), although this must not take the date beyond the end of the full leave period.

### **Delays in Returning to Work**

Delays may occur where there has been an interruption of work (whether due to industrial action or some other reason). You should return when work resumes, or as soon as is practical.

### **Sickness**

If you are unable to return to work due to illness, additional maternity leave is not extended but normal sickness procedures apply.

### **Requests to Work Flexibly**

You have a statutory right to request to change your work pattern/hours (flexible working) on your return from maternity leave. You should discuss this with your line manager in the first instance and make a formal request in writing. Guidance on your right to request flexible working can be obtained from the Head Teacher or Chief Executive Officer.

Your line manager will need to consider your request carefully and should provide you with specific business reasons if this cannot be accommodated.

### **Leaving the Trust**

If you decide not to return to work you must formally resign giving contractual notice. Your contract will terminate at the end of your contractual notice, or, at the end of your Statutory Maternity Pay Period, whichever is later. If you return to work and then decide to resign, you must give contractual notice.

## **Other Leave Entitlements for Parents**

### **Maternity Support Leave (formerly Paternity Leave).**

Your partner may, subject to criteria set out in the 'Eligibility' section below, have entitlement to Maternity Support Leave (**MSL**). The MSL provisions are available if you have given birth or are adopting a baby and your partner takes leave to care for the baby or to support you.

#### **Eligibility**

Your partner must be continuously employed by the Trust for at least 26 weeks prior to the 15th week before the baby is due and up until the baby is born. In the case of adoption it is at least 26 weeks ending with the week in which you are notified of being matched with a child and they must remain continuously employed until the child is placed with you and your partner.

To qualify for Statutory Paternity Pay (SPP) as well as MSL, your partner will need to declare that they are:

#### *(Birth of a Baby)*

- the baby's biological father or
- married or civil partner to the mother or
- living with the mother in an enduring family relationship, but are not an immediate relative and that they are responsible for the child's upbringing and;
- taking time off work to support you or care for the child

#### *(Adoption)*

- married or civil partner to the person adopting the child, or
- living with the adoptive parent in an enduring family relationship, but are not an immediate relative and that they are responsible for the child's upbringing and;
- taking time off work to support you or to care for the child.

### **Statutory Leave Provisions**

Provided an employee meets the length of service requirement (as set out in the Eligibility section), the statutory leave provisions are as follows:

- 1 or 2 whole weeks Maternity Support Leave (MSL)

#### **Length of MSL**

MSL can be taken for one week or two consecutive weeks within 8 weeks (56 days) after the date of birth (or placement in the case of adoption). Leave must be taken in whole weeks but can start on any day, e.g., Tuesday to Monday.

If the baby is born early your partner can take leave any time between the actual date of birth and the end of an 8 week period running from the Sunday of the week the baby was actually due.

Only one period of MSL will be available to your partner irrespective of whether more than one child is adopted or born as the result of the same pregnancy.

### **Notice Requirements**

Your partner must notify their line manager by the 15th week before the baby is due, or within 7 days of the date of the Adoption Agency have advised you that you been matched with a child. Your partner must also state whether 1 or 2 weeks of leave is to be taken and the chosen start date. Your partner must also subsequently confirm the actual date of birth, or date of placement in the case of adoption as soon as reasonably practicable.

Your partner can subsequently change the start date for MSL. If they want to vary the date to:

- the date of birth or placement, your partner must give at least 28 days' notice before the first day of week in which the baby is due or the expected date of placement.
- a date that is a set number of days after the date of birth or placement, your partner must give at least 28 days' notice before that set number of days taken after the first day of the week in which the baby is due or the expected date of placement
- another set date, your partner must give at least 28 days' notice before that date.

Each change must be notified in writing.

If it is not reasonably practicable to know what time off is required by the dates above or the birth/adoption is sooner or later than expected, this should be discussed with the line manager as soon as possible.

### **Maternity Support Pay**

#### **1. Statutory Paternity Pay**

During maternity support leave most employees are entitled to receive Statutory Paternity Pay (SPP).

The rate of SPP is the same as the standard rate for statutory maternity pay (SMP).

As well as satisfying the eligibility criteria above, to qualify for SPP, your partner must meet the same earnings criteria as an employee seeking to qualify for SMP. Employees whose average weekly earnings are below the lower earnings limit for NI purposes will not qualify for SPP.

If your partner does not qualify for SPP, they may be able to get Income Support and should contact their local Job Centre Plus Office or Social Security Office.

## 2. Contractual Maternity Support

If your partner is eligible for the statutory provisions they will be entitled to contractual MS� on full contractual pay of up to two weeks only.

Any paid MS� granted runs concurrently with statutory provisions. Your partner's pay will be reduced by the amount of SPP received so that full pay is not exceeded.

### **PART B**

#### **Shared Parental Leave**

The following information on shared parental leave (SPL) is primarily written for employees who will be the mother/adopter of a child. *If you are the partner of the mother/adopter the text in italics in this section sets out the information which specifically applies to you.*

Shared parental leave and shared parental pay (ShPP) offers you and your partner increased flexibility on taking time off to be with your baby/adopted child. If you are eligible (see the Eligibility section for further information) you will have more options on how you wish to share the available time off and payments.

The SPL rights apply if your baby is due on or after 5 April 2015 (or the child you are adopting is placed with you on or after 5 April 2015).

As an expectant new mother or adopter, unless you specifically request to end your maternity/adoption leave, you will continue to receive the normal maternity/adoption provisions (as set out in Part A of this pack). In order for SPL arrangements to apply you will need to:

a) have already returned to work from your maternity/adoption leave (and have not taken all 52 weeks of your leave)

or

b) give notice of your intention to reduce your maternity/adoption leave period and confirm when it will come to an end.

*If you are the partner of the mother/adopter (including same sex partner), the statutory two week Paternity Leave provisions apply.*

#### **Part-time Employees**

SPL and ShPP rights apply equally to full and part-time employees regardless of how many hours are worked, provided the qualifying conditions are satisfied (please refer to the Eligibility section).

## Shared Parental Leave - Terminology

There are some key terms that are used in relation to Shared Parental Leave and these include:

- **Continuous leave**

This is a period of leave that is taken in an unbroken block, i.e. taking 6 months off following the birth of your baby/placement of your child. If you make a request for a period of continuous SPL it must be granted by your line manager (providing you have given the appropriate notice and the required information – please see the Notification and Evidence section for further details).

- **Discontinuous leave**

This is where the SPL you request is not being taken as an unbroken block. Instead you are requesting SPL over a period of time with breaks between the periods of leave. By requesting discontinuous leave it means that you will return to work between periods of SPL. For example, you may wish to have six months off in total but you don't want this as a continuous block of leave. Instead, you may wish to take off 2 months of SPL and then return to work for 3 months before taking off another 4 months of SPL.

If you make a request for discontinuous leave, your line manager will take into account the needs of the business when considering your request. If your line manager believes that your request does not fit with the needs of the business, they do not have to give agreement to it (see the Notification and Evidence section for further information).

- **Notice of entitlement**

In order to take SPL you will need to submit a notice of entitlement to your line manager. In the notice you will need to provide information about when your maternity leave commences and when you want it to end. When you give notice to end your maternity leave this is binding. However, there are a few circumstances where it is possible to withdraw your notice to end your maternity/adoption leave (these are set out in this Appendix).

As part of the notice of entitlement, you will also need to confirm that you and your partner are entitled to SPL and give an indication of the SPL you wish to take. The notice of entitlement must be submitted at least 8 weeks before you wish to commence SPL (the Notification and Evidence section sets out the information that you must include in the notice).

*If you are the partner of the mother/adopter you will also need to complete a notice of entitlement and give this to your Line Manager. The notice will need to include details of your partner's leave, i.e. the start and end date.*

- **Notifications**

Notifications are the requests that you make to book SPL. On the notification you can request either a continuous block of SPL or discontinuous leave. You can submit up to 3 notifications for separate blocks of SPL (either continuous or discontinuous). For example you may initially just want to take off 3 months and this is what you set out in your original SPL notification, but having returned to work you then decide that you would like to take a further period of SPL. You will then be able to submit a second notification requesting a further period of SPL. If you still have some SPL remaining you will have the option of submitting a further notification to request a period of leave.

*If you are the partner of the mother/adopter you will need to complete a notification form and give this to your line manager when you wish to take SPL.*

### **Eligibility for Shared Parental Leave**

If you are the mother of the baby (or you are the adopter) you will qualify for SPL if you:

- have a partner
- are entitled to either maternity/adoption leave or to SMP/SAP or Maternity Allowance
- have ended, or given notice to reduce, your maternity/adoption leave, or your SMP/SAP/Maternity Allowance

If you are intending to take SPL you must:

- share the primary responsibility for the child with the other parent at the time of the birth or placement for adoption
- have properly notified your line manager of your entitlement to SPL and have provided the necessary declarations and evidence.

### **Continuity of Employment Test**

Unlike maternity leave which is a 'day one right', i.e. you can take maternity leave no matter how long you have worked for the Trust, in order to be able to take SPL you will need to meet the continuity of employment test. This means that you must:

- be continuously employed by the Trust for 26 weeks up to and including the 15th week before the week in which your baby is due to be born
- still be employed by the Trust in the week before any shared parental leave is due to start.

If you meet the continuity of employment test you will be able to use SPL in order to take your leave in separate blocks even if you partner is not eligible to share the leave with you.

If you are adopting you will meet the continuity of employment test if:

- you have been continuously employed by the Trust for 26 weeks in the week in which you are notified of having been matched with a child for adoption and are still employed by the Trust before any SPL is due to start



- you are still employed by the Trust in the week before any SPL is due to start.

*If you are the partner of the mother or adopter, in order for you and your partner to qualify for SPL you will need to meet the employment and earnings test. This means that you must:*

- *Have been an employed or self-employed earner in GB for a total of 26 weeks (not necessarily continuously) in the period of 66 weeks leading up to the week in which the child is due (or matched for adoption)*
- *Have earned a specified average amount of money each week in 13 of those weeks (not necessarily continuously).*

*There may be circumstances where your partner may not qualify for SPL. However, if you meet the employment and earnings test you may still qualify for SPL and ShPP.*

### **Eligibility for Shared Parental Pay**

To qualify for ShPP you must meet the qualifying requirements for SPL and have a partner who meets the 'employment and earnings test'. You will also need to have average earnings of not less than the lower earnings limit for National Insurance (NI)

If you have an entitlement to SMP/SAP (i.e. you meet the 'continuity of employment test' and have average earnings of not less than the lower earnings limit for NI) you will qualify for ShPP. In order to receive ShPP you need to give notice to your line manager that you will be reducing your SMP/SAP entitlement. If you give this notice before you have received SMP/SAP for 39 weeks, any remaining weeks can then be used as ShPP. For example if you reduce your SMP/SAP entitlement after 26 weeks this would mean that you would have 13 weeks of ShPP available. You and your partner (providing they meet the 'employment and earnings test') will be able to look at how you wish to use the available ShPP.

It is your responsibility to check that you are eligible for SPL and/or ShPP and you will need to provide the Trust with a written declaration confirming you are eligible. You will also need to provide a declaration from your partner that they meet the 'employment and earnings test' (see below) and they consent to you taking shared parental leave and/or pay.

### **Notification and Evidence**

All of the requirements regarding notifying your line manager of pregnancy (as set out in Part A of this document) still apply. However, if you wish to use SPL there are specific notifications that you will need to give.

### **Notice of Entitlement**

If you wish to take SPL (and you meet the required eligibility criteria) you will need to provide your line manager with a written notice of your entitlement to SPL. You will need to submit the notice of entitlement at least 8 weeks before you intend to take a period of SPL. In the notice you must give the following information:

- your name
- your partner's name
- the start and end date of any statutory maternity or adoption leave the total amount of SPL that you and your partner are eligible to take
- the child's expected week of birth (or the actual date of birth if the baby has already been born) or date of placement
- how much SPL you and your partner intend to take
- an indication of when you intend to take SPL
- a signed declaration that:
  - you will be sharing responsibility for the care of the child
  - you have given notice to end your maternity entitlement
  - you meet the 'continuity of employment' test
  - the information you have provided is accurate
  - if you cease to be eligible for SPL you will immediately inform your line manager

You will also need to provide a signed declaration regarding your partner which states:

- their name, address and National Insurance number
- that they are the father of the child or they are your partner
- they meet the criteria for the 'employment and earnings' test
- that at the time of the birth or placement they share the responsibility for the care of the child with you
- they consent to you taking SPL and to you sharing with your line manager (so the information can be processed) the details contained in the notice of entitlement declarations

*If you are the partner of the mother/adopter, in the written notice of entitlement you must include the following:*

- *your name*
- *your partner's name (the mother/adopter)*
- *the start and end date of your partner's statutory maternity or adoption leave*
- *the total amount of SPL that is available to take*
- *the child's expected week of birth (or the actual date of birth if the baby has already been born) or the date of placement*
- *how much SPL you and your partner intend to take*
- *an indication of when you intend to take SPL*

*You must also provide a signed declaration that:*

- *you have been working continuously for 26 weeks by the end of the 15<sup>th</sup> week before the baby's due date*
- *you will have the main caring responsibility for the baby (along with your partner (the mother/adopter)) and will inform your line manager immediately if this changes*

- *you are the father of the child or the spouse, civil partner or partner of the mother*
- *you will inform your line manager if your partner chooses to withdraw her notice to end her maternity/adoption leave*
- *the information provided is accurate*
- *you will immediately inform your line manager if you ceases to be eligible for SPL*

*In addition to this, you must also provide a declaration signed by your partner (the mother) which states:*

- *her name, address and National Insurance number*
- *she has worked for 26 weeks out of 66 weeks up to the expected due date and has earned during 13 of those weeks an average of a specified amount (determined by annually by Government)*
- *she is entitled to statutory maternity/adoption leave, SMP/SAP or maternity allowance*
- *she will have the main caring responsibility for the baby (along with you)*
- *she has ended her statutory maternity/adoption leave and SMP/SAP by re-turning to work or by giving notice of ending her leave*
- *she will inform you immediately if she chooses to withdraw her notice to end her maternity/adoption leave and pay*
- *she consents to your manager receiving the declaration in order to process the information it contains*

### **Evidence of entitlement**

Following receipt of your notice of entitlement, your line manager can, within 14 calendar days, request for you to provide a copy of your child's birth certificate (if one is available).

Your line manager may also request the contact details of your partner's employer. If your line manager requests these details you must provide them within 14 calendar days.

### **Notification for booking SPL**

If you are looking to take SPL you should discuss this with your line manager at the earliest opportunity. This will provide an opportunity to talk through the time off that you will be looking to take and will allow your manager the opportunity to have a longer period of time to consider options on how your work can be covered whilst you are on SPL – this may be particularly helpful if you likely to be requesting discontinuous leave.

When you want to book SPL you must submit a written notification to your line manager. The notification must be submitted at least 8 weeks before the date you wish the SPL to begin. The notification needs to set out clearly the leave that you wish to take. The SPL you request on the notification can be for either a continuous block or discontinuous block of leave. As identified earlier in Part B of this document, a request for a continuous block of SPL will always be granted. However when considering

requests for discontinuous leave your line manager will need to take into account the needs of the business.

*If you are the partner of the mother/adopter, you should, at your earliest opportunity, discuss with your line manager your intention to take SPL. The notification you provide for booking a period of SPL needs to be given at least 8 weeks before you wish the period of SPL to begin.*

### **Discontinuous leave requests**

If your line manager is, for reasons relating to the needs of the business, unable to agree to your request for discontinuous leave they will arrange to meet with you to discuss this further. As part of the discussion, your line manager may, if the needs of the business allow, be able to look at alternative arrangements. Alternatively, your line manager may discuss with you about amending your SPL to become a continuous block.

If you are unable to agree an alternative SPL arrangement with your line manager you will have the following options:

- you can choose to withdraw your request for SPL (this withdrawal will not count as one of your three booking notifications) – in this event you will be able to take maternity leave as normal (see Part A of this document)
- you can submit a new revised request for SPL

If within 15 calendar days of your original notification you have not withdrawn your SPL request, the request will default to being considered to be a continuous block of SPL. The continuous block of SPL will commence on the date identified in your original notification.

Providing you make the request within 19 calendar days of your original notification you can choose to commence your continuous block of SPL from a different date (but it cannot start sooner than 8 weeks from the date of the original notification was given).

### **Varying or cancelling a request for SPL**

If you have booked SPL via a notification to your line manager, it is possible for this to be either cancelled or for you to request a different SPL arrangement. In either case you will need to submit a variation notification to your manager (your partner will also need to do this with their manager). You will need to give at least 8 weeks' notice of the variation and the notification will need to set out:

- details of the arrangement that you and your partner had originally intended to take
- that you wish to change the leave arrangement
- details of the new SPL arrangement that you and your partner wish to take.

Both you and your partner must sign the variation notification to confirm you agree to what is being requested.

Withdrawing notice to end a period of maternity/adoption leave

If you decide that you do not want to end your period of maternity/adoption leave you will be able to do this only if you have not returned to work; the identified maternity leave end date has not passed and one of the circumstances below apply:

- where, within the 8 weeks following your notice, you or your partner discover that neither of you has any entitlement to SPP or ShPP.
- in the unfortunate event of the death of your partner
- if the notice was given before the birth, and you withdraw your notice to end your maternity leave in the 6 weeks following the birth.

### **Shared Parental Leave Entitlements**

You are entitled to take up to 52 weeks maternity leave. In order to take SPL you need to either return to work or give notice of your intention to end your maternity early. The amount of remaining maternity leave can then be used as SPL by you and your partner. In view of the compulsory maternity leave requirements (i.e. the first 2 weeks following the birth of the baby) the maximum amount of SPL available is 50 weeks.

SPL can:

- start on any day of the week
- only be taken in complete weeks
- end at a date chosen by you to allow you to return to work; you can then at a later date take further periods of SPL (you can submit up to 3 notifications to book periods of SPL)
- be taken by you and your partner between your baby's birth and their first birthday (or within a year for adoption)
- be taken by your partner whilst you are still on maternity/adoption leave providing that you have given notice that you will be ending your maternity/adoption leave early.

### **Premature births**

If your baby is born before their expected due date and you had booked to take SPL within the first 8 weeks of the due date, you may take the same period of time off after actual birth without having to provide 8 weeks' notice. You will need to submit a notification to vary your leave as soon as you can. Unlike most other variation notifications, this will not count as one your of 3 notifications of booking SPL.

If you have booked SPL after the first 8 weeks of the due date, you will need to give 8 weeks' notice in order to vary the date of your SPL.

If your baby is born more than 8 weeks before their due date and you have not submitted a notice of entitlement and/or a notification to book SPL, there will be no requirement for you to give 8 weeks' notice before your period of SPL can start. The notification to book SPL should be made as soon as you can after the actual birth.

### **Miscarriage, stillbirth or death of the child during their first year**

In the unfortunate event of the death of the child before you have been able to submit a notice of entitlement, you will not be able to opt into SPL. You will remain entitled to maternity leave and your partner may still qualify for statutory paternity leave.

If you had already opted into SPL and have booked leave, you will still be entitled to take the leave. However, it won't be possible for you to submit any further notifications to book SPL and only one variation notification can be given to reduce a period of leave or rearrange a discontinuous arrangement into a single continuous block of leave.

If you are taking a period of SPL you can cancel this and return to work by giving 8 weeks' notice to your line manager of your return to work.

**Partner no longer caring for the child**

If your partner will no longer be responsible for providing care to your child and, consequently, loses their right to SPL, you will still be eligible to take your SPL entitlement. If your partner had any SPL entitlement outstanding this can only be transferred to you if they give a signed agreement confirming a variation of leave entitlement.

*If you are the partner of the mother/adopter and have already booked SPL, but then, due to a change in circumstances, you will no longer be responsible for caring for the child, your entitlement to SPL will immediately end and you must tell your line manager.*

*If you have SPL arranged within 8 weeks of your entitlement ending, your line manager may still require you to take it as SPL (this will mainly arise if temporary cover has already been arranged for your work). Any SPL that was due to take place after 8 weeks of your entitlement to SPL ending will be cancelled.*

### **Death of a partner during the child's first year**

In the unfortunate event that either you or your partner die whilst the other is on SPL or entitled to take this leave, you will continue to be eligible for SPL. Any SPL that was due to be taken by your partner may be transferred to you.

If it is necessary for you to take a further period of SPL or to vary a pre-agreed period of leave you should give as much notice as possible if you are not able to give the normal notice (8 weeks). Even if you have already submitted to notifications to book SPL, you will be able to submit a further notification.

### **Shared Parental Pay**

Statutory ShPP is paid at the same flat rate as SMP. The qualifying criteria for ShPP is set out above. In addition to statutory ShPP you may also qualify for contractual ShPP.

### **Contractual ShPP**

To qualify for contractual ShPP you must:

- have a least 1 year's continuous local government service at the beginning of the 11th week prior to the EWC,
- continue to be employed immediately before your SPL leave starts,

- have already followed the process for notifying your line manager of your pregnancy (please see above for further information)

*If you are the partner of the mother, you will qualify for contractual ShPP if you have a least 1 year's local government service at the beginning of the 11th week prior to your partner's EWC (or the date of placement in the case of adoption).*

Contractual ShPP is made up of:

- 6 weeks at 90% of Average Weekly Earnings (this will be paid during weeks 1 to 6 of the leave period)
- 12 weeks at half pay (if you intend to return to work) in addition to ShPP - total amount not exceeding full pay (this will be paid during weeks 7 to 18 of the leave period)

Contractual ShPP, as with CMP, is linked to specified periods of SPL (i.e. weeks 7 to 18 for contractual half pay) if you are off during these periods, and meet the necessary criteria, you will receive the appropriate payments. However, if you return to work early and you have a partner who is a Trust employee, and who meets the required criteria, they will be entitled to the contractual ShPP if they are off during the specified periods.

If both you and your partner are Trust employees and you choose to take SPL at the same time, the entitlement to 12 weeks of contractual half pay will be shared equally between the two of you, i.e. you both receive the appropriate payment for 6 weeks.

If you are currently taking advantage of any salary sacrifice scheme, including childcare vouchers, average weekly pay is calculated after deductions have been made i.e. the lesser amount. When in receipt of contractual ShPP a deduction of 50% of the value of the childcare vouchers will be taken from your salary.

**Important: To qualify for the 12 weeks at half pay element of contractual ShPP you must return to work for at least 3 months (this is applied as 13 weeks) following your maternity leave/SPL.** If you have not identified that it is your intention to return to work the 12 weeks payment will be at SMP/ShPP rate only. If you decide not to return and have already taken receipt of the additional half pay, you must repay it.

The average weekly earnings are calculated on the basis of the 8 week period immediately preceding the 15th week before your EWC.

Both ShPP and contractual ShPP are subject to PAYE tax, National Insurance and Pension contributions. If you have a period of unpaid leave you may be eligible for a tax refund at the end of the tax year.

### **Maternity Allowance (MA)**

If you are not entitled to ShPP, you may be able to claim up to 26 weeks Maternity Allowance via the Benefits Agency.

### **Shared Parental Leave- Adoption**

The SPL and ShPP arrangements (including eligibility to SPL and ShPP) set out in this pack apply to you and your partner if you are adopting a child.

Unless you complete the required notifications to end your adoption leave in order to take SPL (see the Notifications and Evidence section), you will remain on adoption leave and will receive the appropriate SAP payments. Details of your entitlement to SAL, SAP and contractual SAP are set out in Part A of this pack.

### **Notification**

If you are adopting from the UK you must discuss your leave with your line manager within 7 days of the date the adoption agency notifies you that you have been matched with a child (or if this is not possible as soon as reasonably practicable). You should let your manager know when your child is expected to be placed with you and when you want your leave to start. You can use the adoption application form as your formal notification & Matching Certificate as proof of entitlement to statutory adoption pay and leave.

If adopting from overseas you must notify your manager of the date the official notification was received and the date your child is expected to enter the UK – no later than 28 days after you receive the official notification. In addition, you must give 28 days' notice of when you want your adoption leave to start, and within 28 days of the child's entry into the UK.

### **Surrogacy**

The SPL arrangement set out in this pack will be available to you and your partner if you are intended surrogate parents and where, via a Parental Order under the Human Fertilisation and Embryology Act 2008, you obtain legal parenthood and parental responsibility for the child.

### **Contact during SPL**

Your line manager can make contact with you (and vice versa) whilst you are on SPL, as long as the amount and type of contact is not unreasonable. You should talk to your manager to agree what kind of contact you will have with your team during leave. This contact is necessary to ensure discussions take place regarding return to work plans and to ensure you are kept up to date on important developments within the workplace including any job opportunities or promotions that arise.

### **Shared Parental Leave in Touch (SPLIT) Days**

You may work up to 20 SPLIT days, for which you will be paid, without affecting your statutory pay or leave. SPLIT days can be used in situations where you and your line manager feel it would be beneficial for you to attend a work-related activity, e.g. a training session or a team meeting etc.

If you are in the paid part of your leave, the SPLIT days will be offset against any pay you are currently receiving. This means that unless the pay for the hours you work in that week exceeds the pay you are currently receiving, there will be no change in your pay. If you are currently in the unpaid part of your leave you will receive your contractual pay for hours worked.



## **During SPL**

### **Annual Leave**

Your annual leave entitlement will accrue during SPL. All or part of this may be taken before your leave starts, or before you return to work. In the latter case, contractual holiday pay will only be paid once ShPP has ceased.

Where SPL spans two annual leave year periods, then the whole of the accrued leave should be transferred to the new leave year.

### **Pensions**

You are required to pay pension contributions throughout your period of paid leave (including any SPLIT days). These will be deducted from your salary in the normal way. These contributions will be based on the amount of pay that you are actually receiving so may be less than you would normally pay. Regardless of the amount of contributions you have paid your membership of the scheme will be credited as if you were working normally on full pay.

During any period of relevant child related leave the pensionable pay figure used to work out your pension is your assumed pensionable pay. Using your assumed pensionable pay, rather than the amount of pensionable pay you actually receive means that you will continue to build up a pension as if you were working normally and receiving pay.

You will continue to pay your basic LGPS contributions on any pay that you receive while you are off. However, any period of unpaid SPL will not count for pension purposes unless you elect to pay Additional Pension Contributions (APC) to purchase the amount of pension lost during that period of unpaid absence. If you wish to purchase the amount of lost pension and make the election to do so within 30 days of returning to work then the cost of the APC is split between you and KCC. You will pay one-third of the cost and your employer will pay the rest. You can pay these additional contributions in a one-off lump sum or through regular payments from your pay.

If you have SPLIT days during a period of unpaid SPL you will build up a pension for the day(s) you are paid.

### **Essential Car User**

If you are still receiving the Essential User Allowance, payment of the lump sum will be made in full for 3 months from the start of your maternity leave/SPL then at 50% for 3 months. This is subject to you returning to work for a minimum period of 3 months. If you do not return to work, the allowance will be paid for the first 18 weeks only and any amount paid beyond that is recoverable.

### **Lease Car User**

If you have a vehicle via the extended lease car scheme, you will keep your vehicle whilst on SPL and remain liable for the full contributions. Payments will be deducted from your salary in the normal way. During unpaid maternity leave you will be invoiced. If you decide not to return to work, you will need to return your car prior to your last day of service.

### **Income Tax**

You may be entitled to a tax refund for the financial year in which you start your maternity leave/SPL. If applicable, this will be made when your salary would normally be paid.

### **Returning to Work**

You must notify your Head Teacher or Chief Executive Officer of the date you intend to return to work.

If you are returning to work after a period of leave of 26 weeks or less you have the right to return to the same job. If you return to work after 26 weeks of leave you have the right to return to the same job or, if not reasonably practical, an appropriate alternative job.

If you do not return by your latest date of return, you risk losing the right to return.

You should let your manager know if you are breastfeeding before you return to work as we will need to review any arrangements you might require to ensure your health and safety.

### **Sickness**

If you are unable to return to work due to illness, the SPL period is not extended but normal sickness procedures apply.

### **Requests to Work Flexibly**

You have a statutory right to request to change your work pattern/hours (flexible working) on your return from SPL. You should discuss this with the Head Teacher or Chief Executive Officer in the first instance and make a formal request in writing.

### **Leaving the Trust**

If you decide not to return to work you must formally resign giving contractual notice. Your contract will terminate at the end of your contractual notice, or, at the end of your ShPP period, whichever is later. If you return to work and then decide to resign, you must give contractual notice.

## **PART C**

### **Parental Leave**

Parental leave is available to employees who have completed one year's service with the Trust and have or expect to have parental responsibility for a child. The leave gives parents the right to time off to look after a child or make arrangements for the child's welfare. The leave is unpaid.

From 5 April 2015, each parent can take a total of 18 weeks unpaid leave per child including multiple births for both parents up until the child reaches age 18. The entitlement is pro rata for part time employees.

You need to apply for parental leave with at least 21 days' notice. You may take a maximum of 4 weeks in any year and a minimum of one week must be taken per request. The application form for MSL/AMSL & Pay is available on KNet.

### Emergency Dependant Care Leave

You have a statutory right to take a reasonable period of time off work to deal with a family emergency involving a dependant who relies on you for assistance. You also have the right not to be unreasonably refused time off, dismissed or victimised for doing so.

There is no qualifying period and the leave is unpaid. You should be allowed a 'reasonable' period of unpaid leave to cope with unexpected domestic crises; there is no limit to the amount of leave, as a guide it should be sufficient to help you to deal with the unexpected or sudden problem, and make any necessary longer term arrangements.

Circumstances for which leave may be granted are:

- if a dependant suddenly falls ill, is injured or assaulted, or gives birth,
- the death of a dependant or someone close to you,
- if a child is involved in a serious incident at school or during school hours,
- a sudden breakdown in care arrangements for a dependant,
- dealing with a crisis relating to a family member requiring immediate attendance, e.g. to make longer term care arrangements for a dependant who is ill or injured.

### Personal Leave / Carers' Leave

Personal Leave is a discretionary benefit that, with agreement from your line manager, may be used to deal with urgent domestic issues. If you are a carer, you may be able to request up to 5 days personal leave for caring responsibilities.

### Time Out

If you decide to take a break following maternity, paternity or adoption leave, and meet the criteria, there are a number of different options available to you. Further information on the options is set out in the **Work Smart Policy**. A break under the Time Out scheme will begin on the day after your entitlement to maternity, paternity or adoption leave has ended. If you have received the additional 12 weeks at half pay, you will need to complete three months service after your agreed return date. If you do not return to work on this date, you will have to repay this amount.

If you are granted unpaid leave under the Time Out scheme the period will not count for pension purposes unless you elect to pay Additional Pension Contributions (APCs) to purchase the amount of pension lost during that period of absence.

If you wish to purchase the amount of lost pension and you make the election to do so within 30 days of returning to work then the cost of the APC is split between you and the Trust (you pay one third of the cost and the Trust will pay the rest). You can pay these additional contributions in a one-off lump sum or through regular payments from your salary. The maximum period of absence you can elect to buy back is 3 years.

You may wish to discuss the implications of the unpaid leave with your pension provider before starting your break.

### **Childcare vouchers**

Childcare vouchers can be used to pay for registered childcare for children between 0 and 16 years old. The vouchers are tax free and exempt from National Insurance Contributions. An employee will have an earnings assessment when registering and will be restricted to the amount they are eligible to receive in vouchers, dependant on the tax bracket they are in.

### **Benefits Whilst on Maternity Leave**

Once you become pregnant you become entitled to a number of NHS services free of charge. You may also be entitled to receive additional state benefits whilst you are pregnant and after the birth.

Contact your local Department for Work and Pensions office and they will explain the benefits and how you can claim them.

## **Useful Contacts and References**

### **The Department for Business Innovation and Skills (BIS)**

Provides details covering employment protection and related equal opportunities legislation and your rights and notification requirements relating to maternity and paternity leave and pay: <https://www.gov.uk/government/organisations/department-for-business-innovation-skills>

You can also contact:

- any Inland Revenue Office
- any Arbitration And Conciliation Advisory Service (ACAS) office (see [www.acas.org.uk](http://www.acas.org.uk) for details)
- <https://www.gov.uk/browse/working>

Information on all aspects of employment legislation is also usually available from the Citizens Advice Bureau, low pay units, Trade Unions and other bodies.

Any Arbitration and Conciliation Advisory Service (ACAS) office (see [www.acas.org.uk](http://www.acas.org.uk) for details)

Maternity Action advice line – 020 7253 2288

[www.maternityaction.org.uk](http://www.maternityaction.org.uk) – provides information and advice on all aspects of maternity and parental rights.

Ofsted early years

[www.ofsted.gov.uk](http://www.ofsted.gov.uk) or telephone 08456 404045

Tax Credits

HM Revenue and Customs

[www.hmrc.gov.uk](http://www.hmrc.gov.uk) or Tel:0845 302 1444

Benefits  
 Department of Work & Pensions  
 www.dwp.gov.uk or Tel: 0845 302 1444

Single Parent Family Organisations

Gingerbread  
 520 Highgate Studios  
 53-79 Highgate Road  
 London  
 NW5 1TL  
 www.gingerbread.org.uk or Tel:0808 802 0925

Gingerbread, formed from the merger of the National Council for One Parent Families and Gingerbread, is a self help organisation that offers information, assistance and friendship as well as practical assistance for single parents. You can obtain details of local branches via the head office.

**Maternity Checklist**

<b>Before the Birth</b>		
Confirmation of Pregnancy	Notify the Head Teacher or your Line Manager	<input type="checkbox"/>
Salary Scarifice Schemes	Notify your Head Teacher or line manager if you participate in a salary sacrifice scheme	<input type="checkbox"/>
26 weeks into pregnancy	Obtain your MATB1 (Certificate of Confinement) from your GP or mid-wife and forward to your Head Teacher or line manager	<input type="checkbox"/>
29 weeks into pregnancy (11 weeks before EWC)	If continuing to work past this date you will need to provide written confirmation. Depending on the perceived risk to your health you may also be required to provide written approval from your GP or Mid-Wife.	<input type="checkbox"/>
4 weeks before EWC	If you are sick as a result of pregnancy, your maternity leave will automatically start.	<input type="checkbox"/>
4 weeks before EWC	You must have provided proper notification of the date you intend to start maternity leave, the EDC and your intention to return to work (or not).	<input type="checkbox"/>
<b>Complete and return all forms to your Head Teacher or Line Manager</b>		

<b>After the Birth</b>		
As soon as possible	Notify your Head Teacher or line manager of your baby's birth date.	<input type="checkbox"/>
2 weeks after the birth	Your earliest possible return date	<input type="checkbox"/>
By the end of the 26 <sup>th</sup> week of maternity leave	Those on ordinary maternity leave should now return to work.	<input type="checkbox"/>
If different from the return date previously notified by you/HR 28 days prior to return.	You should have provided written confirmation of a return to work date.	<input type="checkbox"/>
By the end of the 52 <sup>nd</sup> week of maternity leave	Those on additional maternity leave should now return to work	<input type="checkbox"/>