

# **PRESCRIBED**

**ACTION: FOR SCHOOL ADOPTION**



**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

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## **HR**

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# **POLICY HANDBOOK**

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## INTRODUCTION

## 1. INTRODUCTION

- 1.1 Our aim is to enable the mission of God by providing an outstanding education to all the children taught by us and lessons are consistently good or outstanding. All our policies (including HR) support that ambition.
- 1.2 This handbook contains the following policies:

POLICY	REF
HR POLICY HANDBOOK INTRODUCTION (THIS POLICY)	HRPH01
CAPABILITY	HRPH02
CODE OF CONDUCT	HRPH03
DISCIPLINARY	HRPH04
FAMILY LEAVE	HRPH05
FLEXIBLE WORKING	HRPH06
GRIEVANCE RESOLUTION	HRPH07
ORGANISATIONAL CHANGE	HRPH08
NON-SICKNESS ABSENCE	HRPH09
PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING)	HRPH10
SICKNESS ABSENCE	HRPH11
STAFF PENSIONS DISCRETIONS	HRPH12
STAFF RECRUITMENT AND EXIT	HRPH13
SUPPORT STAFF APPRAISAL & PAY	HRPH14
TEACHER APPRAISAL	HRPH15
TEACHER PAY	HRPH16
TRUST DEVELOPMENT RESPONSIBILITY	HRPH17
ANTI SLAVERY & HUMAN TRAFFICKING STATEMENT	HRPH18
STAFF EXPENSES	HRPH19
DEALING WITH ALLEGATION OF ABUSE AGAINST STAFF	HRPH20
DBS POLICY	HRPH21
EQUALITY AND DIVERSITY POLICY	HRPH22
EMPLOYEES WORKING FOR OFSTED POLICY	HRPH23
MENOPAUSE POLICY	HRPH24

- 1.3 We delegate our authority in the manner set out in this document and it shall apply to all our schools.

- 1.4 The Schools' Local Governing Bodies are not required to approve the policies set out in the document and they do not have authority to amend any policy in this document. Amendments to these policies may only be made by our Board.
- 1.5 There may be occasions where policies need to be modified to take account of the requirements of our Child Protection & Safeguarding policies e.g. by allowing the Local Authority Designated Officer to offer advice at appropriate stages.
- 1.6 In this document:

**“Executive Team”** means the Trust’s senior executives and includes our Chief Executive Officer (CEO), the Chief Operating Officer (COO).

**“Headteacher”** includes Principal or Head of School.

**“Working day”** means any day on which in your role you would ordinarily work if you were a full-time employee. In other words, it will be different for teaching and non-teaching staff but will be the same for full-time and part-time employees.

## 2. ATTENDEES AT FORMAL MEETINGS

- 2.1 For any process described as informal there is no right to be accompanied and we may proceed without you having a companion present.
- 2.2 Where a policy allows you to be accompanied by a companion at a formal meeting, the provisions of this paragraph 2 will apply.
- 2.3 **Permitted Companion** means a companion meeting the requirements of this paragraph 2 and shall be either a willing co-worker not involved in the substance of the issue under discussion at the meeting or a trade union representative.
- 2.4 You must let the relevant Manager know who your Permitted Companion will be at least one working day before the relevant meeting.
- 2.5 You do not have a right to legal representation at formal or informal meetings.
- 2.6 If you have any particular need, for example, a disability, you may also be accompanied by a suitable helper.
- 2.7 Your Permitted Companion can address the meeting in order to:



(a) put your case;

(b) sum up your case; and

(c) respond on your behalf to any view expressed at the meeting.

2.8 Your Permitted Companion can also confer with you in private during the meeting.

2.9 Your Permitted Companion has no right to answer questions on your behalf, or to address the meeting if you do not wish it, or to prevent you from explaining your case.

2.10 Where you have identified your Permitted Companion to the relevant Manager and your companion has confirmed in writing to the relevant Manager that they cannot attend the date or time set for the meeting, the relevant Manager will postpone the meeting for no more than **five working days** from the date set by us to a date or time agreed with your companion provided that it is reasonable.

### 3. TIMING OF MEETINGS

Formal meetings under these policies will normally be held during the school day but exceptionally may be held after the end of the school day. Formal meetings shall not be held on days on which you would not ordinarily work.

### 4. RECORDING OF MEETINGS AND MINUTES

4.1 No one is allowed to make an audio or video recording of a formal or informal meeting or interview without the prior express written permission of all persons present.

4.2 We may have a note taker at any formal or informal meeting or interview to take the official note of the meeting.

4.3 The note taker should be someone not involved in the subject matter of the meeting.

4.4 Minutes will not be verbatim notes.

4.5 Minutes will be shared with you and you will be asked to confirm if they are accurate.

4.6 No subsequent meeting, interview or decision will be delayed or postponed as a result of a dispute over minutes.

### 5. APPEAL MANAGER

A person is not prevented from hearing an appeal under the **Disciplinary, Capability and Sickness Absence policies** by virtue of having heard an appeal against any earlier decision in relation to you under that policy or any other policy.

### 6. UNION MEMBERSHIP

We encourage staff to join the appropriate union or professional association and arrangements are in place for the deductions of contributions at source.

### 7. FREEDOM OF INFORMATION

The policies in this document are disclosable under the Freedom of Information Act.

### 8. REVIEW

8.1 This Handbook will be reviewed annually in **August**.

8.2 In drawing up this Handbook we have considered the following documents:

- (a) **The Burgundy Book and the Green Book;**
- (b) **Whistleblowing Arrangements Code of Practice;**
- (c) **The ACAS Code of Practice;**
- (d) **The ACAS Guide "Discipline and Grievances at Work;**
- (e) **Teachers' Standards;**
- (f) **Working Together to Safeguard Children;**
- (g) **The Whistleblowing Commission Code of Practice,**
- (h) **Independent Schools Standards;**
- (i) **Ofsted Schools Inspection Handbook;**
- (j) **Keeping Children Safe in Education;**
- (k) **ESFA Academies Financial Handbook; and**
- (l) **School Teachers' Pay and Conditions Document.**

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## CAPABILITY POLICY

## 1. SCOPE OF CAPABILITY POLICY

- 1.1 The purpose of this policy is to give a structure to improve performance to the standards expected and to facilitate the fair dismissal of those who have not improved despite support.
- 1.2 There may be some occasions where your behaviour could be described as misconduct. This Capability policy and our **Disciplinary policy** may be used concurrently whilst we determine whether the behaviour amounts to misconduct or incapability. We anticipate that this will be a very rare situation.
- 1.3 There may be occasions where your capability could relate to your health. This Capability policy may be used concurrently with our **Sickness Absence policy** to ensure that appropriate support is in place. If you go off sick following the use of this Capability policy we may use our **Sickness Absence policy**.
- 1.4 If you are in your probationary period we may decide not to use this policy to deal with capability issues.
- 1.5 In this policy the time specified for an Assessment Period will be extended by any absence during the Assessment Period (including absence due to ill health or to family leave such as paternity, maternity or adoption leave).

## 2. INFORMAL ADVICE AND SUPPORT

- 2.1 Your line manager may give you informal advice and support at any time about any performance falling short of the standard expected.
- 2.2 Remedial steps taken under any Appraisal policy also count as informal action for the purposes of this Capability policy.
- 2.3 Your line manager may:
  - (a) give you informal advice, mentoring, coaching or counselling;
  - (b) arrange for you to observe lessons taught by our other teachers or elsewhere;
  - (c) arrange for you to discuss your practice with advisory teachers or other colleagues;
  - (d) arrange for you to observe best practice delivered by other colleagues; and

- (e) ask what support you believe would be helpful.

- 2.4 Informal advice and support may be confirmed in writing and may be referred to at a later stage as evidence that an informal approach was attempted and the outcome of such an approach. To ensure an effective understanding of the informal advice and support, any written confirmation will be shared with your line managers, and/or your appraiser, and the appropriate members of SLT. Such records would be shared with your union representative if you wished.
- 2.5 There is no right of appeal against an informal advice.

## 3. CAPABILITY, FINAL CAPABILITY AND APPEAL MANAGERS

The table below sets out the normal level of delegation for dealing with formal capability issues.

Your Level	First/Second Capability Meeting - the Capability Manager	Final Capability Meeting – the Final Capability Manager (not previously involved)	Appeal Manager (not previously involved)
School's Headteacher	Chair of School's Governors or our Executive Team's nominee	A member of our Executive Team or their nominee	Trust Chair or their nominee
Other Leadership & Business Manager	School's Headteacher	Chair of School's Governors or our Executive Team's nominee	A member of our Executive Team or their nominee
Other School Teaching Staff	School's Headteacher or a member of the School's Leadership Team appointed by the Headteacher	School's Headteacher (or Chair of School's Governors if the Headteacher is the Capability Manager)	A member of our Executive Team or their nominee

Other Support Staff	School's Headteacher or a member of the school's leadership team appointed by the Headteacher	School's Headteacher (or Chair of School's Governors if the Headteacher is the Capability Manager)	A member of our Executive Team or their nominee
Non-School Trust Staff	A member of our Executive Team or their nominee or the Trust Chair's nominee	Trust Chair's nominee	Trust Chair

#### 4. ALTERNATIVE ACTION

- 4.1 There may be a situation where the Capability Manager considers that a recent promotion or job change has been a contributory factor in any unsatisfactory performance and that informal advice and support has not been effective.
- 4.2 If an appropriate post exists and if informal action or support has not been effective, the Capability Manager may offer you the option of taking a voluntary demotion as an alternative to proceeding with a First Capability Meeting,

#### 5. FIRST CAPABILITY MEETING

- 5.1 The Capability Manager will produce a Performance Report setting out:
- (a) what aspects of your performance are causing concern;
  - (b) what specific performance standards are expected; and
  - (c) the support that has been provided to you so far.
- 5.2 This Performance Report will be sent to you at least **5 working days** before the First Capability Meeting.
- 5.3 At the First Capability Meeting you will have an opportunity to comment upon the Performance Report and to discuss the alleged professional shortcomings, possible support guidance and monitoring and any contributory factors to underperformance such as domestic or health needs.
- 5.4 The Capability Manager may adjourn the meeting, to consider further investigation.

5.5 If the Capability Manager concludes that performance is satisfactory the formal capability process will end (though informal action and support may continue) and the relevant **Teacher Appraisal policy** or **Support Staff Appraisal policy** will be used.

5.6 If the Capability Manager concludes that performance is unsatisfactory you will be given a First Written Warning which will:

- (d) identify the professional shortcomings;
- (e) give clear guidance on the improved sustainable standard of performance needed to exit our Capability policy;
- (f) explain the support that will be provided, and how performance will be monitored over the Assessment Period;
- (g) identify the timetable for improvement and agree a date for the next Capability Meeting; and
- (h) make it clearly understood that failure to improve may lead to final written warning and dismissal.

5.7 The length of the Assessment Period following a First Written Warning will be at least **4 working weeks** and no more than **8 working weeks**.

5.8 You may appeal against a First Written Warning by writing to the Capability Manager within **5 working days** of being sent the Written Warning.

5.9 The fact of the appeal does not delay the implementation of the Assessment Period.

5.10 Any appeal should normally be heard within **10 working days** of us receiving your appeal.

#### 6. SECOND CAPABILITY MEETING

6.1 The Capability Manager will prepare an Updated Performance Report recording the assessments, support and evaluation of your performance during the Assessment Period. This Report may be prepared and sent on the last day of the Assessment Period.

6.2 This Report will be presented to you at least **4 working days** before the Second Capability meeting.



- 6.3 If after the Second Capability Meeting the Capability Manager considers that your performance is satisfactory, the capability process will end (though informal advice and support may continue) and the relevant appraisal policy will be used.
- 6.4 If after the Second Capability Meeting the Capability Manager considers that your performance remains unsatisfactory you will be given a Final Written Warning, setting an Assessment Period of **4 working weeks** and setting the date for the Final Capability Meeting. You will be informed that failure to make satisfactory sustainable improvement will result in your dismissal.
- 6.5 You may appeal against a Final Written Warning by writing to the Capability Manager within **5 working days** of being sent the Final Written Warning.
- 6.6 The appeal process does not delay the implementation of the Assessment Period.
- 6.7 Any appeal should normally be heard within **10 working days** of us receiving your appeal.

## 7. FINAL CAPABILITY MEETING

- 7.1 The Capability Manager will prepare a Final Performance Report recording the assessments, support and evaluation of your performance during the Assessment Period. This report may be prepared and sent on the last day of the Assessment Period.
- 7.2 This report will be presented to you at least **5 working days** before the Final Capability Meeting.
- 7.3 If after the Final Capability Meeting the Final Capability Manager considers that your performance is satisfactory, the Capability process will end (though informal action and support may continue) and the relevant appraisal policy will be used.
- 7.4 If after the Final Capability Meeting the Final Capability Manager concludes that your performance remains unsatisfactory and is not capable of sustainable improvement the Final Capability Manager will terminate your employment on notice by way of a letter setting out your date of termination and your right of appeal.
- 7.5 You may appeal against a dismissal on notice by writing to the Final Capability Manager within **5 working days** of being sent the notification of termination.

- 7.6 The fact of the appeal does not delay the commencement of the notice period.
- 7.7 If your contract contains a payment in lieu of notice clause we may exercise that clause to bring your contract to an end with immediate effect.
- 7.8 Any appeal should normally be heard within **20 working days** of us receiving your appeal.
- 7.9 At a Final Capability Meeting where dismissal is a potential outcome you may propose redeployment to another post. The Final Capability Manager is not obliged to comply with such a request but shall consider it and may determine the appropriate salary for the redeployment post.

## 8. DURATION OF WARNINGS

- 8.1 If you have been given a First Written Warning and your performance has improved such that you return to the **Teacher Appraisal policy** or **Support Staff Appraisal policy** and within **12 months** of that First Written Warning your performance deteriorates such that the formal capability process is used, you will be called to a Second Capability Meeting at which a Final Written Warning may be issued.
- 8.2 If you have been given a Final Written Warning and your performance has improved such that you return to the **Teacher Appraisal policy** or **Support Staff Appraisal policy** and within **12 months** of that Final Written Warning your performance deteriorates such that the formal capability process is used, you will be called to a Final Capability Meeting at which a further Final Written Warning may be issued.

## 9. COMPANION

You may bring a Permitted Companion to a formal Capability Meeting (see HR Policy Handbook - Introduction HRBP01).



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**Southwark Diocesan  
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Multi-Academy Trust**  
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# HR POLICY HANDBOOK

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## CODE OF CONDUCT POLICY

## 1. INTRODUCTION

- 1.1 Our expectations are that all students receive the highest possible quality of teaching and learning within a positive and respectful environment.
- 1.2 It is important, therefore, that you understand that your own behaviour and the manner in which you conduct yourselves with colleagues, students, parents and other stakeholders sets an example and affects the school environment.
- 1.3 We recognise that the majority of employees and workers always act in an appropriate, professional manner and treat others with dignity and respect. However, we consider it important to make clear the standards we expect so that breaches, misunderstandings and/or misinterpretation of rules are kept to a minimum.
- 1.4 This Code and our other HR policies are intended to set out our expected standards of conduct, our rules and values. They apply to all employees and workers, regardless of status. They are not an exhaustive compilation of what employees and workers can and cannot do but it is hoped that it will ensure everyone is clear about what is acceptable and what is not.
- 1.5 The Code is binding on all our employees. It is expected also that other workers deployed within the School who are employed by external Agencies will adhere to its principles. Similarly, volunteers are also expected to adhere to the principles set out in the Code and should consider themselves to fall into the category of 'worker' whilst with the School for that purpose. Breaches of the Code and the standards expressed within it may result in disciplinary action against you, including dismissal for serious offences. We hope, of course, that such action won't be necessary and that all employees and workers will ensure that they read the Code and act in accordance with its requirements, standards and expectations at all times.
- 1.6 If there is anything in this Code that you do not understand, you should speak to your Line Manager or the Headteacher.

## 2. GENERAL REQUIREMENTS AND EXPECTATIONS

- 2.1 We have high standards and expectations of all employees and workers and the health, safety and welfare of the students is the priority. Therefore, it is required that you:

- (a) provide a high standard of service in your dealings with governors, colleagues, students, parents and other stakeholders whether this is in person, by telephone, letter or email. Always be polite, responsive and treat people with respect and consideration. Be as clear as possible about any decisions and actions you take and the reasons for them;
- (b) always use appropriate language and never demean, distress or offend the decency of others. This may happen, for example, by displaying material or pictures that could be seen as offensive, or by making degrading, suggestive or insensitive comments or remarks;
- (c) do not make derogatory comments or seek to undermine the Headteacher, the Governors, the multi-academy trust, the Trustees or other employees;
- (d) respect the rights of others and treat them with dignity. Never threaten, bully, fight with or assault anyone;
- (e) never steal, damage or take items that belong to others (see also 5. 'Safeguarding and Dealings with Students' in relation to confiscation of items from students);
- (f) hand lost property in to the Business Manager;
- (g) do not discriminate against, harass or victimise anyone you meet in the course of your work, on any grounds (see also 3. 'Equality of Opportunity');
- (h) raise any concerns about inappropriate behaviour by students, parents or colleagues or about the internal workings of the School by following the appropriate policy. (Members of a Professional Association/Trade Union should also observe any Code, or rules, it has in place in relation to dealings with colleagues);
- (i) positively promote our vision, ethos and values;
- (j) comply with our policies and any other rules, regulations or codes that apply to your work and the workplace;
- (k) use electronic media communications appropriately, responsibly and legally at all times, whether within or outside the workplace/working hours;
- (l) do not make public statements about the Trust or the School without first obtaining authorisation from the Headteacher;



- (m) avoid actions that may discredit the school or bring it into disrepute;
- (n) ensure that you are not under the influence of alcohol during working hours (the Headteacher will decide if it is appropriate for alcohol to be made available at staff parties/social events) and do not abuse drugs;
- (o) do not disclose or misuse confidential information; and
- (p) do not engage in, or encourage, gossip, rumour or innuendo.

### 3. EQUALITY OF OPPORTUNITY

- 3.1 We are committed to providing equal opportunities in recruitment, employment and the workplace and to avoiding unlawful discrimination in all related practices.
- 3.2 Under the **Equality Act 2010**, there are certain 'protected characteristics' that qualify for protection against discrimination. These are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 3.3 Unlawful discrimination can take a number of forms:
  - (a) Direct discrimination occurs where a person is treated less favourably than another because of a protected characteristic they have, or are thought to have, or because they associate with someone who has a protected characteristic (also see below).
  - (b) Indirect discrimination applies to age, disability, race, religion or belief, sex, sexual orientation, gender reassignment and marriage and civil partnership. It occurs where a rule, provision, criterion or practice is applied to everyone but has the effect of particularly disadvantaging people who share a protected characteristic. However, such indirect discrimination may be justified if it can be shown that it is 'a proportionate means of achieving a legitimate aim'.
  - (c) Perceptive Discrimination, applying to age, disability, race, religion or belief, sex, sexual orientation and gender reassignment, is direct discrimination against an individual due to the fact that others think, or perceive, that they possess a particular protected characteristic.
  - (d) Associative Discrimination applies to age, disability, race, religion or belief, sex, sexual orientation and gender reassignment. It is direct discrimination against

someone because they associate with another person who possesses a protected characteristic.

- (e) Harassment is "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." Harassment applies to all protected characteristics except for pregnancy and maternity and marriage and civil partnership. Employees/workers can complain about behaviour they find offensive even if it is not directed at them, and the complainant need not possess the relevant characteristic him/herself. Employees and workers are also protected from harassment because of perception and association (see above).
- (f) Victimisation occurs when an employee/worker is badly treated because s/he has made or supported a complaint, or raised a grievance, or is suspected of doing so. However, s/he is not protected from victimisation if the complaint has been made or supported maliciously.
- (g) Pregnancy and maternity provisions afford protection against discrimination to women during the period of the pregnancy and any statutory maternity leave.
- 3.4 Everyone is required to assist in meeting the commitment to providing equal opportunities and avoiding unlawful discrimination. Employees and workers can be held personally liable as well as, or instead of, the employer for acts of unlawful discrimination. Anyone who commits a serious act of harassment may be guilty of a criminal offence. Acts of discrimination, harassment or victimisation against anyone else are disciplinary matters and will be dealt with accordingly. Such acts may constitute gross misconduct and could lead to dismissal without notice.

### 4. MANAGEMENT AND EMPLOYEE RELATIONS

- 4.1 An atmosphere of mutual confidence, trust and respect between managers and employees/workers is essential to achieving our aims and targets and providing a high quality of teaching and learning.
- 4.2 As an employee/worker you should:
  - (a) promote the School and Trust in a positive manner;
  - (b) work reliably and in accordance with our policies and practices as well as any other rules and regulations that apply to your work and/or the workplace;



- (c) carry out any reasonable instructions given to you by your manager and/or Headteacher; and
  - (d) recognise that you are part of a team and that everyone should be working together to achieve similar aims for the overall benefit of the students.
- 4.3 As a leader/manager you should, in addition to the above:
- (a) support and assist employees to carry out their work properly;
  - (b) in your dealings with employees, act in accordance with their conditions of service;
  - (c) in consultation with employees, set standards of work and objectives, as appropriate to their role;
  - (d) give feedback and advice on areas for further development to assist employees in meeting objectives;
  - (e) aim to continually develop employees to meet current and future needs of the school;
  - (f) ensure compliance with the Working Time Regulations 1998, as amended, recognise the need for employees to pursue interests outside work and, therefore, be able to enjoy a reasonable work/life balance;
  - (g) consider constructive suggestions for improvements to working practices and standards;
  - (h) treat all employees fairly, consistently and with dignity;
  - (i) provide a working environment free from discrimination and harassment; and
  - (j) Provide a safe and healthy working environment.

## 5. SAFEGUARDING & DEALINGS WITH STUDENTS

- 5.1 We are committed to safeguarding and promoting the welfare of children and young people. You are expected to share this commitment. Each of our Schools has a separate detailed policy for Child Protection and Safeguarding which you must adhere to.

- 5.2 We aim to create a safe and positive environment for students in order to protect and promote their health and general well-being, as well as to provide an atmosphere that encourages and enhances learning and all-round development.
- 5.3 In particular, you are expected to:
- (a) work towards and encourage the highest possible level of achievement for all students;
  - (b) value and respect all students equally, treating them in a polite, positive, responsive and considerate manner;
  - (c) apply your **School's policy on Pupil Behaviour and Discipline** as situations demand in order to encourage and develop appropriate behaviours;
  - (d) ensure that items confiscated from students are left in a safe place, ideally labelled and locked away and inform parents/guardians about when items will be returned;
  - (e) ensure that you have read and fully understand your **School's Child Protection policy** and act in accordance with the principles and processes set out within it at all times;
  - (f) ensure that you do not breach professional boundaries and do not act in a way that could be misinterpreted or otherwise leave you vulnerable to allegations of inappropriate behaviour. In particular, in relation to contact with students, you must not:
    - (i) establish, or seek to establish, social contact with students or aim to secure a friendship or strengthen a relationship, for any reason. This includes 'electronic' contact, such as by email or social networking sites;
    - (ii) buy or give gifts to children other than as part of a school rewards system;
    - (iii) give to, or exchange with students any personal details such as home/mobile telephone number or home or personal email address for any reason, unless a specific need to do so is agreed with your Line Manager or the Headteacher; or
    - (iv) offer or give lifts to students in your own personal vehicle.



- (g) exercise your professional judgment in making an appropriate response if a student seeks to establish social contact with you, either by electronic or other means, or if contact should occur accidentally; and
- (h) be aware and understand that all employees and workers, whatever their role, have a responsibility for safeguarding and promoting the welfare of children. If you are unclear about your responsibilities in this area you should speak to your Line manager or to the Headteacher.

5.4 Note also that, if an allegation of abuse is made against you, the relevant national and local safeguarding guidelines and procedures will be followed. These are designed to ensure the safeguarding and welfare of the child/children and to protect the best interests of the individual employee/worker. The Department for Education's statutory guidance in **Part 4 of "Keeping Children Safe in Education"** will be used where it is alleged that an individual has:

- (a) behaved in a way that has harmed a child, or may have harmed a child;
- (b) possibly committed a criminal offence against or related to a child; or
- (c) 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.

## 6. HEALTH & SAFETY

6.1 It is important, therefore, that you read and familiarise yourself with the content of the relevant documents in place within the School and Trust in relation to Health and Safety and, in particular, any specific duties assigned to you as part of the policy.

6.2 You are required to comply with Safety Regulations and to use any safety equipment and protective clothing which is supplied to you by the school, as well as any hygiene and accident reporting requirements.

6.3 You must never act in a way which might cause risk or damage to any other members of the school community, or visitors. In general, all employees/workers are required to take due care for their own safety and the safety of their fellow employees at all times.

## 7. SECONDARY EMPLOYMENT

7.1 The Working Time Regulations 1998, as amended, are a Health and Safety initiative and cover all work undertaken. To enable us to comply with the Regulations and maintain the health and safety of all employees, you must inform your Line Manager of **ALL** work undertaken, or applied for, elsewhere (should you be engaged in, or intending to be engaged in, other paid or unpaid work). In addition, it is important you are aware that there should be no conflict of interest, nor any contractual conflict, between your work for the school and your work elsewhere. Approval to undertake, or continue with, secondary employment can only be granted in circumstances where there is no conflict with the provisions of the Working Time Regulations nor any other conflict of interest or contractual conflict.

7.2 Any employee asked to undertake private tutoring of students must first seek approval from the Headteacher.

## 8. GENERAL WORKING STANDARDS

### Hours of Work and Attendance

8.1 It is important that all employees are in the workplace at their agreed starting time and do not leave before their agreed finishing time. Bad timekeeping and poor attendance increases costs, causes disruption for others and has an adverse effect on students' education.

8.2 We recognise that the majority of employees are punctual and do not take time off without good cause or obtaining prior permission.

8.3 Our expectations are that:

- (a) you attend work in accordance with your contract of employment and associated terms and conditions in relation to hours, days of work and holidays;
- (b) wherever possible, you make routine medical and dental appointments outside of your working hours or during holidays. The only exceptions to this requirement will normally be in the event of an emergency, particular difficulty in relation to hospital appointments (which are rarely negotiable) or to attend for ante-natal care if you are pregnant. Pregnant employees are entitled to paid time off for ante-natal appointments. In any circumstances, however, you should agree time off with your manager at the earliest opportunity to ensure that adequate cover arrangements can be made;



- (c) prior to making any request, you refer to our policy on discretionary leave in our **Non Sickness Absence policy** if you need time off for any reason other than personal illness. It is important to note that, except in cases of serious urgency no employee may, without prior permission, be absent from duty for any cause other than personal illness.

### Appearance and Dress

8.4 It is expected that:

- (a) when at work, or representing the School, you ensure that your appearance is neat and clean;
- (b) you always dress in a manner which is appropriate to your role and the circumstances or setting in which you work;
- (c) you remember that you are a role model for students and your appearance and dress should reflect this important and unique position; and
- (d) you do not dress in a way that may cause embarrassment to students, parents, colleagues, governors, other stakeholders or visitors.

8.5 Ultimately, it will be for the Headteacher to decide whether an employee's/worker's appearance and/or dress are appropriate or not.

8.6 We must ensure that the rights of employees to dress as they please, and in accordance with their principles and beliefs, is balanced with the need for the School to promote a suitable image to its stakeholders. At all times, care will be taken not to discriminate in relation to appearance and dress requirements.

### No Smoking, No Vaping

8.7 Exposure to second-hand smoke increases the risk of lung cancer, heart disease and other serious illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

8.8 In particular, you should note the following:

- (a) it is an offence, punishable by a fine and possible criminal prosecution, to smoke (or allow smoking) in 'enclosed' or 'substantially enclosed' public places and workplaces;

- (b) public transport and work vehicles used by more than one person must be smoke free at all times, regardless of whether others are in the vehicle at the same time;

- (c) employee smoking rooms and/or indoor smoking areas are not allowed;

- (d) all employees, workers and others must respect the law on smoking. You must understand and be clear that smoking is strictly prohibited in all areas within the school premises and school. Areas of the premises include classrooms, sports areas, dinner halls/restaurants, staff rooms, meeting rooms/Committee rooms, workshops, rest areas, stairs, corridors, lifts, toilets, reception and storage areas whether they are permanent, moveable or temporary (including, for example, tents and marquees); and

- (e) the Smoke free Regulations do not affect private homes. However, common courtesy requires that employees and workers do not smoke while carrying out home visits. (Similarly, employees and workers carrying out duties relating to their employment can request that parents, other family members or persons within the household do not smoke while they are visiting otherwise the visit may be terminated and alternative arrangements made).

8.9 Smoking (including 'vaping') should not take place around the School perimeter or within sight of our premises.

8.10 Employees and workers should also be aware and understand that the School's no smoking policy and arrangements apply similarly to the use of electronic cigarettes (e-cigarettes). We do not wish to encourage our children to start smoking by appearing to normalise smoking.

8.11 You are responsible for informing a member of the Senior Leadership Team of any breaches of our smoking arrangements.

### Proper use of IT systems

8.12 **IT. System** includes all our equipment and communications systems including photocopiers, scanners, printers, fax machines, computers, phones, tablets, servers, CCTV cameras as well as electronic systems such as email and Internet access, our website and intranet and managed and virtual learning environments and any associated hardware and software.



8.13 You are expected to act honestly, responsibly and appropriately at all times when using our I.T. System.

8.14 Our I.T System must not be used for knowingly transmitting, retrieving, copying, sharing or storing any communication or information that is:

- (a) discriminatory or harassing;
- (b) derogatory to any individual or group;
- (c) obscene or pornographic;
- (d) defamatory or threatening; or
- (e) engaged in any purpose that is illegal or contrary to our regulations, policies or interests.

8.15 Persons on the Leadership Pay Range or our Executive Team may authorise personal use of the I.T. System which :

- (a) does not interfere with the performance of professional duties;
- (b) is of reasonable duration and frequency;
- (c) serves a legitimate organisational interest, such as enhancing professional interests or education;
- (d) does not compromise security or safety requirements, or adversely affect the performance or work of your school, the students or the individual employee/worker; and
- (e) does not overburden our systems, create difficulties for others and/or result in additional expenditure

8.16 As a general rule, any approved personal use of the I.T. System should be carried out outside of working hours.

8.17 Responsibility for the safe-keeping and proper use of any equipment issued lies with the individual employee/worker. Reasonable steps should be taken to prevent theft or damage to equipment, e.g. not leaving equipment visible in an unattended vehicle. You must not remove our equipment or resources without the express permission of your Line manager, your Headteacher or the Executive Team.

#### Using your own IT resources

8.18 You should not bring personal laptops, iPads, tablets or similar devices into the workplace without the specific permission of a person on the Leadership Pay Range or the Executive Team. In specific circumstances, where permission may have been

granted, the equipment must be held securely at all times and not left unattended where it may be accessed by students or other persons.

8.19 Personal mobile phones may be brought onto the premises for practical purposes but must similarly be used responsibly, this includes not in lessons or in sight of pupils (e.g. on the corridor), and not left unattended where they may be accessed by students or other persons.

8.20 Please note that we do not accept any responsibility for personal belongings brought onto the premises, or elsewhere in relation to work or during working time.

#### Use of Personal Data

8.21 Information held relating to our work is a resource belonging to us. This applies whether information is held manually or electronically.

8.22 You must use sensitive information properly and have due respect for confidentiality. If you have access to such information, you should ensure that you:

- (a) know what information we treat as confidential (check with your manager if you are unsure);
- (b) know who is entitled to have access to what information (check with your manager if you are unsure);
- (c) are responsible and professional in using and allowing access to personal information on students, parents, staff, governors and any others; and
- (d) use personal information in line with the principles of data protection legislation. Such data must:
  - (i) be used fairly and lawfully;
  - (ii) be used for limited, specifically stated purposes;
  - (iii) be used in a way that is adequate, relevant and not excessive;
  - (iv) be accurate;
  - (v) be kept for no longer than is absolutely necessary;
  - (vi) be handled according to people's data protection rights;
  - (vii) be kept safe and secure; and
  - (viii) not be transferred outside the UK without adequate protection.



- 8.23 There is stronger legal protection for information such as ethnic background, political opinions, religious beliefs, sexual orientation, physical and mental health, and criminal records.
- 8.24 Confidentiality requirements apply whether relevant data is held manually or electronically.
- 8.25 Notwithstanding confidentiality requirements, as set out above, you have an obligation to share with the Designated Safeguarding Lead any information which gives rise to concern about the safety or welfare of a student. **You must NEVER promise a pupil that you will not act on information that they are told by him or her.**
- 8.26 If you are unsure about the use of any information which is, or may be, deemed to be sensitive and/or confidential, you should consult your Line Manager or Headteacher for clarity.

#### Email and Internet Usage

- 8.27 The use of email and the Internet is encouraged as it facilitates communication, enhances our work and improves efficiency. However, inappropriate use may lead to problems ranging from issues relating to productivity to legal claims.
- 8.28 You are expected to:
- (a) adhere to any requirements in place relating to use of the systems for work-related and any permitted private use (if applicable);
  - (b) assist in reducing email overload and aid productivity wherever possible by (for example) sending email messages only to those for whom they are relevant, send blind (bcc) copies wherever possible, not automatically reply to all names on a "cc" list (it may be inappropriate in some cases or irrelevant for some recipients). Only send attached files where necessary;
  - (c) be aware that although email encourages rapid communication, the contents of email messages should be written with care. Messages sent without proper consideration can cause unnecessary misunderstandings. Email should not be used as a substitute for face-to-face communication;
  - (d) be aware that offers accepted or contracts transmitted via email are legally binding;

- (e) be aware that emails and email contact lists contained on our system are our property even though created by an individual employee/worker;
- (f) use the Web as and when appropriate for work purposes. Even when being used for work-related activities, browsing can be highly time-consuming
- (g) use the Web and the email systems responsibly. Use of the Internet for illegal or inappropriate activities will not be tolerated. Such activities include (but are not limited to):
- (i) online gambling;
- (ii) accessing offensive, obscene or indecent material, including pornography, or downloading or distributing copyright information;
- (iii) sending or posting abusive, rude or defamatory messages about people or organisations;
- (iv) sending or forwarding any message that could constitute bullying or harassment, unauthorised non-business used, including personal messages, jokes, cartoons or chain letters; or
- (v) posting confidential information about us or other employees/workers, governors, parents, students, or anyone associated with them.
- (h) respect the copyrights, software licensing rules and property rights, and in general the privacy and prerogatives of others; and
- (i) use social networking sites responsibly and appropriately (see below).

#### Computer Security and Misuse

- 8.29 In general, you should note that:
- (a) those with access to personal data are in a particularly sensitive position and must be aware of the provisions of the Data Protection Act;
  - (b) all Internet sites accessed, as well as other applications, should be closed when finished with and computers switched off. Computers should never be left open and unattended;





- (c) all log-ins/passwords must be kept confidential. They must not be given to any other person. Neither should any employee/worker use someone else's log-in or password;
  - (d) no external software may be used without the prior permission of your Line Manager, your Headteacher, the Executive Team or person within the School responsible for computer security; and
  - (e) **all electronic data must be held in an encrypted manner.**
- 8.30 Misuse of computers is a serious disciplinary offence. The following are examples of misuse:
- (a) fraud and theft;
  - (b) system sabotage;
  - (c) introduction of viruses;
  - (d) obtaining unauthorised access;
  - (e) using the system for private work or unauthorised game playing;
  - (f) breaches of the Data Protection Act;
  - (g) sending abusive or defamatory messages or statements about people or organisations, or posting such messages or statements on any websites or via email;
  - (h) attempting to access prohibited sites on the internet;
  - (i) hacking; and
  - (j) breach of our security procedures

The above list is not exhaustive. Depending on the circumstances, misuse of the I.T System may be considered to be gross misconduct. Misuse amounting to criminal conduct will be reported to the police.

## Social Media and Applications

- 8.31 Use of work-related social networking sites or applications is restricted to any arrangements, rules and/or protocol established by us. You should first refer to a person on the Leadership Pay Range or the Executive Team if you are unclear about the use of these sites.
- 8.32 Work-related social networking sites must not at any time be used for personal communications.
- 8.33 When using a social networking site, either for work-related purposes or outside of working time for personal use, you must:
  - (a) make sure that you understand your online privacy settings and use them responsibly and appropriately;
  - (b) not divulge any confidential information about, or belonging to, the Trust, the School, governors, employees/workers or students associated with them and/or personal data/information which could be in breach of the Data Protection Act;
  - (c) not disclose any information which is not yet in the public arena;
  - (d) not post any illegal material, e.g. images of child abuse or material which incites racial hatred;
  - (e) not make any offensive, defamatory, discriminatory, critical or other inappropriate comments about us, governors, employees/workers or students;
  - (f) not claim to be representing us when using social networking sites in a personal capacity (note that stating you are employed by us does infer 'representation'). You must make it clear when posting information or comments that any personal views expressed do not represent our views (Use a disclaimer such as "The views expressed here are my own and do not represent the views of my employer");
  - (g) not misrepresent us by posting false or inaccurate statements about your work;
  - (h) not link your own blogs/personal web pages to our website;
  - (i) not use any of our logos on any personal page, or without the specific consent of your Line Manager or Headteacher for work-related purposes;



- (j) not publish any material or comment that could undermine public confidence in you as an employee/worker in a position of trust; and
- (k) link to, message, tag, befriend or otherwise contact or communicate with any of our current or former pupils.

The above list is not exhaustive.

## 9. KEEPING WITHIN THE LAW

- 9.1 Employees and workers are expected to operate within the law. Unlawful or criminal behaviour, at work, or outside work, may lead to disciplinary action, including dismissal, being taken against employees.
- 9.2 You must ensure that you:
  - (a) uphold the law at work;
  - (b) never commit a crime away from work which could damage public confidence in you or the school, or which makes you unsuitable for the work you do. This includes, for example:
    - (i) submitting false or fraudulent claims;
    - (ii) breaching copyright on computer software or published documents;
    - (iii) sexual offences, violence or any other form of abuse which will render you unfit to work with children or vulnerable adults;
    - (iv) crimes of dishonesty which render you unfit to hold a position of trust; and
  - (c) write and tell the Headteacher (Chair of Governors/Chair if you are the Headteacher) immediately if you are arrested, being investigated for, are charged with, convicted of, or cautioned for, any crime whilst you are employed at the School or if you are under investigation by the National College of Teaching and Leadership or other regulatory or professional body or if your legal right to work in the UK is challenged. This includes outside of your working hours. (You do not need to inform the Headteacher/Chair of Governors of offences that do not involve the police such as a parking or speeding fine). The Headteacher would then need to consider whether any investigations, charges or convictions damage public confidence in the school or makes you unsuitable to carry out your duties.

## 10. CONFLICTS OF INTERESTS

- 10.1 We expect all employees, workers, consultants and governors to be scrupulously honest in their work. Colleagues, students, parents and the public in general are entitled to have absolute confidence in the trustworthiness and honesty of everyone working for us. Our business should be conducted, and be seen to be conducted, in an objective and unbiased manner. There may be occasions when there is scope for conflict between your own interests and our interests.
- 10.2 It is a requirement of the **ESFA's Academies Handbook** that we have a Register of Interests and that it must capture relevant business and pecuniary interests of members trustees, governors and senior employees and that we must consider extending the register to include other interests.
- 10.3 We have decided that the following employees must complete an annual declaration of interests to be included in the Register of Interests and must also declare any interest to our Executive Team immediately it becomes apparent:
  - (a) persons on the Leadership Pay Range;
  - (b) persons with Teaching and Learning Responsibilities;
  - (c) School Business Managers;
  - (d) persons working in the finance function;
  - (e) any other person who is a budget holder; and
  - (f) any other person involved in the procurement of goods or services.
- 10.4 Only the interests of trustees and members must be published on our trust website and on each relevant School website.
- 10.5 For the purposes of this Code of Conduct "**Connected Person**" means any of:
  - (a) your partner or ex-partner (which includes a wife, husband, civil partner and any person you had a personal or romantic relationship with);
  - (b) your father, mother, sister, brother, son, daughter, uncle, aunt or cousin;



- (c) your partner's father, mother, sister, brother, son, daughter, uncle, aunt or cousin;
- (d) the partner of any those people listed at (a) (b) or (c);
- (e) a person with whom you have a business relationship; and
- (f) the partner of a person with whom you have a business relationship.

10.6 The interests which must be formally declared on the declaration of interests form include:

- (a) directorships, partnerships and employments that you or a Connected Person have with businesses which provide goods or services to us;
- (b) trusteeships and governorships including at other educational institutions or charities irrespective of whether there is a trading relationship with us; and
- (c) for each interest, the name of the business, the nature of the business the nature of the interest, and the date the interest began.

10.7 To avoid any difficulties arising from a potential clash of interests you must:

- (d) notify our Executive Team in writing if you or a Connected Person have links, of any sort, with an outside organisation which may carry out work for us, or supply us with goods or services (or is tendering or preparing to do so);
- (e) not participate in any recruitment process where a Connected Person has applied or is intending to apply a post with us ;
- (f) not participate as part of any recruitment process or other panel (e.g. as a staff governor on a Pay Panel) if you may be in a position to benefit from the outcome; and
- (g) report in writing any possible conflict of interest to our Executive Team.

## 11. BRIBERY

11.1 There are four possible criminal offences under the **Bribery Act 2010**:

- (a) offering, promising or giving a bribe;
- (b) requesting, agreeing to receive or accepting a bribe;
- (c) bribing a foreign official to obtain or retain business; and
- (d) failure by an organisation to prevent bribery by those acting on its behalf.

11.2 There are some people who believe they will receive better service or more favourable treatment if they offer payment, goods, services or favours. It is, therefore, important that you are alert to such behaviour and be aware that it is a criminal offence to request or receive a bribe, as well as to give or offer one.

## 12. PERSONAL GAIN, GIFTS AND HOSPITALITY

12.1 Under the **ESFA's Academies Handbook** no member trustee, governor employee or Connected Person may use their connection to us for personal gain (other than salary for employees) including payment under terms that are preferential to those that would be offered to an individual or organisation with no connection to us.

12.2 Under the **ESFA's Academies Handbook** we are required to have a policy and a register of the acceptance of gifts, hospitality, awards, prizes, commission or any other benefit which might be seen to compromise their personal judgment or integrity (hereafter "**Gift**").

12.3 The general principle is that you should not receive or ask for any Gift.

12.4 It is well-established practice within the education environment that employees may be presented with small tokens of appreciation, for example at festivals or at the end of a school year and this is acceptable. However, it is unacceptable to receive Gifts on a regular basis from the same person, business or family, or to receive Gifts that are of a significant value (i.e. over £10).

12.5 There may be other occasions when it is inappropriate to reject gifts. In these circumstances, any employee or worker must only accept occasional, token gifts that are clearly a small gesture of appreciation. If gifts from the same source become frequent (monthly or more) and/or are significant in value (over £10) this must be immediately reported for approval to either our Executive Team (if it relates to any Trust central staff, a School Business manager or to a member of the School's SLT), or to the School's Headteacher and Business Manager (if it relates to anyone else).

12.6 Any Gift received (other than a one-off gift under £10 such as an end of year gift) must be declared and recorded in the Register of Gifts.



### 13. GIVING EMPLOYMENT REFERENCES

- 13.1 There are a series of legal obligations on us when giving employment references: to the recipient of the reference we owe a duty to take reasonable care and skill to ensure that the reference is true, accurate, fair and not misleading; to the subject of the reference we owe a duty to take reasonable care when preparing the reference and to comply with our duties under the Data Protection Act to ensure that personal data and sensitive personal data are processed fairly and lawfully.
- 13.2 You should be aware that any reference supplied by us to a future prospective or active employer will be confidential and will not be shared with you by us either in advance or after it has been sent (unless where it forms part of a formal Settlement Agreement.)
- 13.3 Any reference given will always be subject to our obligations under the Safeguarding Vulnerable Groups Act 2006 and the Education Act 2002 which would allow us to refer to any concern about safeguarding of children.
- 13.4 **Authorisation**

**Only the School's current Headteacher or our current Executive Team (the Author) are permitted to give a reference about you to a prospective or actual employer in relation to your employment with us.**

It will be a breach of the Code of Conduct if any other employee gives a reference.

#### 13.5 **Reference Content**

Any reference from the Author must:

- (h) be in writing and there must no oral references given in person or by telephone;
- (i) be stated to be in strictest confidence;
- (j) comply with the relevant provisions in the remainder of paragraph 13.5; and
- (k) contain the following statement: *"In accordance with our usual practice the above information is given to the addressee in confidence and in good faith solely for the purposes for which it was requested and on the understanding that neither its author nor SDBE Multi Academy Trust accept any responsibility for any errors omission or inaccuracy in the information or for any loss or damage that may result from reliance being placed on it. We do not provide oral references in person or by telephone".*

#### General Information

For all staff regardless of the sector in which they are applying to work, the reference:

- (a) shall contain the following information about you:
  - (i) full Name;
  - (ii) former Names;
  - (iii) date of Birth (to assist the new employer in verification of identity);
  - (iv) most recent job title;
  - (v) most recent annual salary;
  - (vi) the date you started your employment with us and with any predecessor if your employment transferred to us by reason of TUPE;
  - (vii) the last date of employment if you have left employment; and
  - (viii) the details of any unexpired disciplinary or capability sanctions including details of whether there is any outstanding appeal against such sanctions.
- (b) may contain (at the Author's choice) either:
  - (i) information about the Author's opinion or the School's opinion of your suitability for the role requested or,
  - (ii) if it is the Author's choice not to provide any opinion as to the suitability of any employee the reference will contain the following statement:

*"As a matter of policy we do not comment on the suitability of candidates for external roles. You should make your own assessment of their suitability to meet your requirements"*

The Author must choose one of these approaches to opinion about suitability and apply it to all employees.



## Information about safeguarding of children

Additionally for references for roles with contact with children the reference must offer a view of whether we have any information suggesting you are not suitable to work with children or whether there have been any safeguarding concerns relating to you.

This will include any information in relation to disciplinary investigation or proceedings about safeguarding which have not been completed at the time of your departure, whether or not it is requested by your prospective or actual employer.

## Information about formal consideration of teacher capability

For references for teachers proposing to join maintained schools or academies there is a legal obligation on us under our Funding Agreement with the DfE to provide written details of any concerns which have given rise to any formal consideration of your capability in the last 2 years, its duration and the outcome if that information is requested in writing by the prospective or actual employer.

## Information about your health and sickness absence

Actual and prospective School employers have an obligation either under the **Education (Independent School Standards) (England) Regulations 2014** or the **Education (Health Standards) (England) Regulations 2003** to be satisfied that a prospective employee is medically fit for work in a school setting.

As the current or former employer we have a duty to ensure compliance with fair and lawful processing of sensitive personal data relating to information about your health.

If an actual or prospective employer makes a request for information about your health, sickness absence or medical fitness we will inform you of the questions which have been asked and give you the choice of which of the following texts we send to your prospective or actual employer:

### Option A

*"You have asked questions about the candidate's medical fitness for the role. As this would require us in the processing of sensitive personal data we believe we require the consent of the data subject to release that information. We do not presently have that consent."*

### Option B

*"You have asked questions about the candidate's medical fitness for the role. As this would require us in the processing of sensitive personal data we believe we require the consent of the data subject to release that information. We do have that consent and can release the following information: **[TO BE AGREED WITH YOU]**"*

## Information about uncompleted disciplinary investigations or proceedings unrelated to safeguarding or child protection

If at the time your employment ended (or the time the reference is requested if you remain in employment) there were disciplinary investigations or proceedings uncompleted (which do not relate to safeguarding or child protection) and your prospective or actual employer asks us whether there were any such uncompleted investigations or proceedings the Author will provide the following response with the relevant factual details:

*"You have asked if there **[are]** **[were]** any uncompleted disciplinary investigations or proceedings relating to the candidate. I set out the details of the uncompleted disciplinary process. It is important to note that this process was not completed and that no formal decision had been reached by us about the truth of the disciplinary allegations or on any mitigating factors"*

In a situation where the allegation if proven would not have resulted in a dismissal the Author may state:

*"Had the allegations been proven the severest sanction available would have been a **[first]** **[final]** written warning."*

## Your prior consent

Before the Author will supply a reference to your prospective or actual employer, you must send the following wording in writing to us either by email from an email account already known to us as belonging to you or in printed form signed by you. This consent must be supplied for each prospective or actual employer.

### "Authorisation to supply reference

*I authorise SDBE Multi-Academy Trust to supply a confidential employment reference to **[NAME OF YOUR PROSPECTIVE OR ACTUAL EMPLOYER]** in accordance with your current policy on giving employment references and I consent to the disclosure of personal data as set out in that policy."*



POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

Approval Body: SDBEMAT BOARD  
Approval Date: SEPTEMBER 2022  
Version: 5 (SEPTEMBER 2022)  
Policy Ref: HRP04



**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## DISCIPLINARY POLICY

## 1. SCOPE OF DISCIPLINARY POLICY

- 1.1 The purpose of this policy is to give a structure to improve conduct to the standards expected and to facilitate the fair dismissal of those who have not improved or whose conduct is so unacceptable as to warrant dismissal without notice. The aim is to ensure consistent and fair treatment for all employees.
- 1.2 There may be some occasions where your behaviour could be described as incapability. This policy and our **Capability policy** may be used concurrently whilst we determine whether the behaviour is misconduct or incapability. We anticipate that this will be a very rare situation.
- 1.3 There may be occasions where your conduct could relate to your health. This Disciplinary policy may be used concurrently with our **Sickness Absence policy** to ensure that appropriate support is in place. If you go off sick following the use of this Disciplinary policy we may use our **Sickness Absence policy**.
- 1.4 There may be occasions when you attempt to use our **Grievance Resolution policy** in connection with actions taken under this Disciplinary policy. This shall not ordinarily lead to any delay or pause in the conduct of any matters under this Disciplinary policy unless the appropriate manager considers it appropriate to pause this policy or to deal with matters concurrently.
- 1.5 For those support staff on their probationary period, some issues raised may be dealt with by the probation policy.

## 2. GENERAL PRINCIPLES

- 2.1 Informal action will be considered, where appropriate, to resolve disciplinary problems.
- 2.2 No disciplinary action will be taken against you until the case has been fully investigated.
- 2.3 For formal action you will be advised of the nature of the complaint against you and will be given the opportunity to state your case before any decision is made.
- 2.4 At all formal meetings you may bring a Trade Union Representative of workplace colleague.

- 2.5 You will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty may be dismissal without notice and without payment in lieu of notice.
- 2.6 You will have the right to appeal against any disciplinary sanction. There is no appeal against a suspension.

- 2.7 This policy may be implemented at any stage, if your alleged misconduct warrants this.

## 3. INFORMAL GUIDANCE

- 3.1 Discipline is maintained effectively by example, training, informal advice or guidance and through observance by staff of recognised standards of conduct and the Conditions of Employment. Where minor misconduct first occurs, it should be the usual practice for the Head Teacher or other Line Manager to deal with the matter by counselling or, informal guidance about the need for improved conduct. Such guidance will not be formally recorded, but managers should keep a record of all informal guidance. The above process will usually have preceded formal disciplinary action in respect of minor misdemeanours. If the minor misconduct continues or is repeated then the case should be dealt with under the formal stage of the procedure.
- 3.2 The formal procedure should not normally be invoked unless:
  - a) Previous advice and guidance has been ineffective: or
  - b) The complaint is of a serious nature

## 4. INVESTIGATING, DISCIPLINARY AND APPEAL MANAGERS

The table below sets out the normal level of delegation for dealing with formal disciplinary action. A panel will consist of no less than two members.



Your Level (or level of highest co-accused)	Investigating Manager	Disciplinary Panel	Appeal Panel
School's Headteacher	Chair of School's Governors or another Governor nominated by Chair or our Executive Team's nominee	A Panel of our Executive Team or their nominee	A panel of Trustees or nominee
Other Leadership Spine and School Business Manager	School's Headteacher	Panel of the Governing Body	A Panel of our Executive Team or their nominee
Other School Staff (for sanctions other than dismissal)	School's Headteacher or a member of School's Leadership Team appointed by the Headteacher	School's Headteacher Chair of School's Governors or another non-staff Governor nominated by Chair, if the Headteacher is the Investigating Manager	Panel of the Governing Body
Other School Staff (where dismissal is a potential sanction)	School's Headteacher or a member of School's Leadership Team appointed by the Headteacher	Panel of the Governing Body	Panel of the Governing Body
Non-School Trust staff	A member of our Executive Team or their nominee or Trust Chair's nominee	A panel of Trustees	Panel of Trustees or their nominee

## 5. SUSPENSION

5.1 In appropriate cases you may be suspended whilst investigations are carried out.

- 5.2 Suspension may be undertaken in person but may be undertaken in writing. If it is undertaken in person it will be confirmed in writing.
- 5.3 ACAS suggests that suspension whilst investigations are carried out might be appropriate where:
- relationships have broken down;
  - gross misconduct is alleged;
  - there are reasonable concerns that evidence or witnesses could be interfered with; or
  - there are responsibilities to other parties.
- 5.4 Suspension is a neutral act and is not a disciplinary sanction and is not an assumption of guilt. You will receive contractual pay and benefits during a period of suspension.
- 5.5 During a period of suspension we may require you not:
- to attend your place of work at any time (except with the prior agreement of your line manager);
  - to communicate in any way with any parents, pupils or governors except:
    - with the prior agreement of the person who suspended you or their nominee; or
    - where following the investigation you are called to a formal disciplinary meeting, when you may then approach governors, parents or pupils as potential witnesses but this must be done via the Investigating Manager to avoid any breach of the Data Protection Act or confidentiality;
  - to communicate in any way with staff other than to discuss the fact of your suspension or the fact of or nature of the allegations against you in the following circumstances:
    - with the prior agreement of the person who suspended you or their nominee;
    - for communication with your union representative;
    - where you are called to an interview with the Investigating Manager or a disciplinary meeting when you may approach work colleagues for the purposes of identifying a willing work companion; or





- (iv) where you are called to a formal disciplinary meeting you may only approach work colleagues as potential witnesses in support of your case by making contact via the Investigating Manager.

5.6 During a period of suspension we may suspend your access to your email account and to other IT and communication services and may take such steps as necessary to cover your lessons or other commitments.

## 6. FORMAL PROCESS

### 6.1 Step 1 - Investigation

- (e) The Investigating Manager will conduct an investigation into your alleged misconduct, with a view to obtaining evidence of innocence as well as guilt and to obtaining any evidence in mitigation.
- (f) The Investigating Manager may appoint any other person to assist in the investigation.
- (g) The investigation may include a face to face interview with you but this is not mandatory. You may if you wish provide a written statement or response to the Investigating Manager.
- (h) Prior to an investigative meeting, you will be provided in writing with the details of the allegations, who the investigating officer is and a copy of this Disciplinary Policy.
- (i) You are required to co-operate fully with the Investigating Manager to ensure that the investigation can be completed as swiftly and as thoroughly as possible.
- (j) If pupils are to be interviewed as part of the investigation a second individual should witness the interview so that they can be called upon to give evidence if there is any subsequent concerns regarding the impartiality of the interviewer. They may not ask questions. The Investigating Manager may invite the pupil's parents to attend. This provision does not require an observer at any meeting where a disciplinary allegation is initially made by a pupil. More details on interviewing pupils can be found in **Appendix 1**.
- (k) The Investigating Manager will produce an Investigation Report setting out;
- (i) the allegations

- (ii) evidence gathered

- (iii) a decision that either:

- there should not be a formal disciplinary meeting to consider imposing a formal disciplinary sanction
- there should be a formal disciplinary meeting to consider the matter

- (iv) if a disciplinary meeting is decided upon:

- the specific allegations to be considered at the meeting, and
- a statement whether dismissal may or may not be within the range of sanctions at the end of the disciplinary meeting, subject to mitigation.

- (l) The Investigation Report and its supporting documentation are confidential documents.

- (m) If the decision is that there is a formal disciplinary meeting you will be sent the Investigation Report and all supporting documentation and witness statements.

- (n) If the decision is that there shall not be a formal disciplinary meeting the Investigation Report and supporting documentation and witness statements shall not be disclosed to you. However you will be notified in writing that there is no case to answer.

### 6.2 Step 2 – Disciplinary meeting

- (o) If the Investigation Report contains a decision that there shall be a disciplinary meeting you shall be required to attend a formal disciplinary meeting with the Disciplinary Manager/Panel.

- (p) The disciplinary meeting shall take place at least **5 working days** after the Investigation Report was sent to you.

- (q) Only relevant sections of the Investigation Report and supporting paperwork may be shared in advance of the disciplinary meeting with any persons who have been identified as attending the meeting to give evidence in person. This is to allow witnesses to be aware in advance where their evidence is disputed by another person. We may redact certain parts of such documentation to protect the general

confidentiality of the proceedings.

- (r) The Disciplinary Manager/Panel shall consider all the evidence presented and you shall have an opportunity to present evidence in your defence (including calling relevant witnesses) and in mitigation.
- (s) The Disciplinary Manager/Panel may adjourn the disciplinary meeting to allow further investigations in the light of your evidence and will reconvene to give you an opportunity to comment on any further evidence produced by further investigations.
- (t) The Disciplinary Manager/Panel is not required to hear oral evidence from the Investigatory Manager's witnesses and may rely on written evidence.
- (u) If the Disciplinary Manager/Panel does decide to hear oral evidence from any witnesses called by the Investigation Manager, you will be given an opportunity to comment on it either by attending the meeting or by reviewing the notes of that oral evidence after the meeting (if you were not present at the disciplinary meeting).

### 6.3 Step 3 - Appeal

- (v) If the Disciplinary Manager/Panel decides to impose a formal disciplinary sanction you will have the right of appeal to the Appeal Panel provided that you do so in writing to the Disciplinary Manager within **5 working days** of the written notification of the Disciplinary Manager's decision being sent to you.
- (w) Your appeal must set out the grounds of appeal in detail. This will enable the Appeal Panel to determine if the appeal is to be by way of a rehearing of the case (which would be appropriate if factual matters are disputed) or by way of a review of the case (which would be appropriate if only the sanction is disputed).
- (x) The appeal meeting will normally take place within **20 working days** of your notice of appeal being received by the Disciplinary Manager.
- (y) The Appeal Panel may not impose a more severe sanction than that imposed by the Disciplinary Manager/Panel.
- (z) The Appeal Manager may consider any new evidence produced by you not available to the Disciplinary Manager/Panel.

- (aa) The Appeal Panel may only consider new evidence produced by the Investigating Manager if it touches upon your credibility in relation to evidence you have already given or if it rebuts any new evidence produced by you or any assertions made by you in your grounds of appeal.
- (bb) If the Appeal Panel considers that any new evidence (from whatever source) would warrant a more severe sanction the Appeal Panel shall refer the matter to the original Disciplinary Manager/Panel for consideration and the Disciplinary Manager/Panel may impose a more severe sanction following a further disciplinary meeting at which you may be accompanied by a companion. If there was an appeal against such an increased sanction, it would be heard (where possible) by a different Appeal Panel.
- (cc) The Appeal Panel is not required to hear oral evidence from any witness called by the Investigation Manager and may rely on written evidence.
- (dd) If the Appeal Panel does decide to hear oral evidence from any witness called by the Investigation Manager, you will be given an opportunity to comment on it either by attending the meeting or by reviewing the notes of that oral evidence after the meeting (if you were not present at the disciplinary meeting).

## 7. FORMAL SANCTIONS

The Disciplinary Manager may impose the following sanctions:

### 7.1 A First Written Warning

- (ee) A First Written Warning will remain live for a period of **12 months** from the date on which the Disciplinary Manager's written decision was sent to you.
- (ff) For a first disciplinary offence (ignoring any informal action), a First Written Warning would be the normal response.

### 7.2 A Final Written Warning

- (gg) A Final Written Warning will remain live for a period of up to **24 months** from the date on which the Disciplinary Manager's written decision was sent to you.
- (hh) A Final Written Warning would normally be given for a second disciplinary offence committed or discovered during the period of a live First Written Warning (even if that First Written Warning related to a different type of misconduct and even if at



the time of the Final Written Warning the **12 months** period had lapsed).

- (ii) A Final Written Warning could be given for serious misconduct regardless of previous disciplinary history if the conduct is sufficiently serious.

#### 7.3 Dismissal on notice

- (jj) Dismissal on contractual notice would be given for a disciplinary offence (other than an act of gross misconduct) committed or discovered during the period of a live Final Written Warning (even if the Final Written Warning related to a different type of misconduct and even if at the time of the dismissal the **24 months** period had lapsed).
- (kk) For the avoidance of doubt the notice of dismissal commences immediately and does not await the outcome of any appeal.
- (ll) If your contract contains a payment in lieu of notice clause we may exercise that clause to bring your contract to an end with immediate effect.

#### 7.4 Dismissal without notice or compensation

- (mm) Dismissal without notice or compensation (also known as Summary Dismissal) would be the normal sanction if you have committed an act of gross misconduct (subject to mitigation).
- (nn) For the avoidance of doubt the dismissal takes effect immediately and does not await the outcome of any appeal.
- (oo) The following is a non-exhaustive list of matters which we consider may amount to gross misconduct:
  - (i) conduct that is likely to bring us into disrepute;
  - (ii) conduct giving rise to any safeguarding or child protection issue;
  - (iii) a serious breach of any our **Code of Conduct** or any other relevant code of conduct or professional standards;
  - (iv) theft of any property;
  - (v) malicious or wilful damage to any property;

- (vi) falsifying any documents whether for personal gain or not;
- (vii) ordering any goods or services on our behalf from a supplier in which you or a relative have a personal interest (whether financial or not) without declaring that interest and without our permission;
- (viii) dishonesty;
- (ix) violence to any person;
- (x) unlawfully restraining a pupil;
- (xi) abusive threatening or offensive language or behaviour to any person;
- (xii) unlawful discrimination or harassment;
- (xiii) bullying;
- (xiv) deliberate refusal to carry out a lawful and safe instruction;
- (xv) absence from work without leave or reasonable explanation;
- (xvi) disclosing the contents of any live examination paper or assessment in advance to any pupil or parent ;
- (xvii) concealing any actual or attempted cheating or malpractice by any pupil or colleague;
- (xviii) attending work or undertaking duties whilst under the influence of alcohol or unlawful drugs;
- (xix) bringing alcohol or unlawful drugs onto our premises (save where alcohol is brought onto site for authorised refreshments);
- (xx) misuse of our ICT (including internet and email access) to view or distribute obscene, pornographic, defamatory or otherwise unacceptable material;
- (xxi) making an audio or video recording of a conversation or meeting without the prior express consent of all those participating;

- (xxii) supplying your personal contact details to a pupil without express authorisation from your Headteacher;
- (xxiii) interacting with a pupil online out of school hours other than through the Managed Learning Environment;
- (xxiv) making any sexual or romantic contact with any pupil whatever the age of the pupil;
- (xxv) breaching the confidentiality or data protection obligations surrounding a pupil, parent or colleague;
- (xxvi) serious breach of health and safety procedures;
- (xxvii) serious negligence (whether or not leading to any actual loss);
- (xxviii) criminal activity during the course of employment;
- (xxix) making a false malicious or vexatious allegation against us, a parent, pupil, colleague or governor;
- (xxx) unlawfully subjecting a person who has raised a matter under of **Public Interest Disclosure (Whistleblowing) policy** to any detriment;
- (xxxi) making a public criticism of us or your colleagues, outside of our **Public Interest Disclosure (Whistleblowing) policy**; or
- (xxxii) any conduct incompatible with the precepts of or undermining the tenets of the Church of England.

#### 7.5 Voluntary demotion as an alternative to higher formal sanction

- (pp) There may be a situation where the Disciplinary Manager (after determining the facts at a disciplinary meeting) considers that a recent promotion or job change has been a contributory factor in your misconduct.
- (qq) The Disciplinary Manager may offer you the option of taking a voluntary demotion as an alternative to a higher formal sanction.

## 8. PERMITTED COMPANION

You may bring a Permitted Companion, which may be a willing workplace colleague or union representative, to any disciplinary interview by the Investigation Manager or a meeting with the Disciplinary Manager or Appeal Panel.

## 9. GUIDANCE FOR MANAGERS ON THE CONDUCT OF DISCIPLINARY MEETINGS

The **ACAS Guide to Discipline and Grievance at Work** says:

*"The Disciplinary Manager should:*

- (a) *ensure that all the relevant facts are available, such as disciplinary records and any other relevant documents (for instance absence or sickness records) and, where appropriate, written statements from witnesses*
- (b) *check if there are any special circumstances to be taken into account. For example, are there personal or other outside issues affecting performance or conduct?*
- (c) *be careful when dealing with evidence from a person who wishes to remain anonymous. Take written statements, seek corroborative evidence and check that the person's motives are genuine*
- (d) *consider what explanations may be offered by the employee, and if possible check them out beforehand*
- (e) *allow the employee time to prepare his or her case. Copies of any relevant papers and witness statements should be made available to the employee in advance*
- (f) *arrange a time for the meeting, which should be held as privately as possible, in a suitable room, and where there will be no interruptions*
- (g) *try and get a written statement from any witness from outside the organisation who is not prepared to or is unable to attend the meeting*
- (h) *allow the employee to call witnesses or submit witness statements*
- (i) *consider the provision of an interpreter or facilitator if there are understanding or language difficulties (perhaps a friend of the employee, or a co-employee). This person*

*may need to attend in addition to the companion though ideally one person should carry out both roles*

*(j) make provision for any reasonable adjustments to accommodate the needs of a person with disabilities*

*(k) think about the structure of the meeting and make a list of points you will wish to cover*

*(l) any rules the organisation has for dealing with failure to attend disciplinary meetings*

### ***How should the disciplinary meeting be conducted?***

*Remember that the point of the meeting is to establish the facts, not catch people out.*

*The meetings may not proceed in neat, orderly stages but it is good practice to:*

- *introduce those present to the employee and explain why they are there*
- *introduce and explain the role of the accompanying person if present*
- *explain that the purpose of the meeting is to consider whether disciplinary action should be taken in accordance with the organisation's disciplinary procedure*
- *explain how the meeting will be conducted.*

### ***Statement of the complaint***

*State precisely what the complaint is and outline the case briefly by going through the evidence that has been gathered. Ensure that the employee and his or her representative or accompanying person are allowed to see any statements made by witnesses and question them.*

### ***Employee's reply***

*Give the employee the opportunity to state their case and answer any allegations that have been made. They should be able to ask questions, present evidence and call witnesses. The accompanying person may also ask questions and should be able to confer privately with the employee. Listen carefully and be prepared to wait in silence for*

*an answer as this can be a constructive way of encouraging the employee to be more forthcoming.*

*Establish whether the employee is prepared to accept that they may have done something wrong or are not performing to the required standard. Then agree the steps which should be taken to remedy the situation.*

*If it is not practical for witnesses to attend, consider proceeding if it is clear that their verbal evidence will not affect the substance of the complaint. Alternatively, consider an adjournment to allow questions to be put to a witness who cannot attend in person but who has submitted a witness statement.*

### ***General questioning and discussion***

*You should:*

- *use this stage to establish all the facts*
- *ask the employee if they have any explanation for the alleged misconduct or unsatisfactory performance, or if there are any special circumstances to be taken into account*
- *if it becomes clear during this stage that the employee has provided an adequate explanation or there is no real evidence to support the allegation, bring the proceedings to a close*
- *keep the approach formal and polite and encourage the employee to speak freely with a view to establishing the facts. A properly conducted disciplinary meeting should be a two-way process. Use questions to clarify the issues and to check that what has been said is understood. Ask open-ended questions, for example, 'what happened then?' to get the broad picture. Ask precise, closed questions requiring a yes/no answer only when specific information is needed*
- *do not get involved in arguments and do not make personal or humiliating remarks. Avoid physical contact or gestures which could be misinterpreted or misconstrued as judgemental.*

*If new facts emerge, it may be necessary to adjourn the meeting to investigate them and reconvene the meeting when this has been done.*

### ***Summing up***

*Summarise the main points of the discussion after questioning is completed. This allows all parties to be reminded of the nature of the offence, the arguments and evidence put forward and to ensure nothing is missed. Ask the employee if they have anything further to say. This should help to demonstrate to the employee that they have been treated reasonably.*

### ***Adjournment before decision***

*Adjourn before a decision is taken about whether a disciplinary penalty is appropriate. This allows time for reflection and proper consideration. It also allows for any further checking of any matters raised, particularly if there is any dispute over facts”.*

## **10. ILL HEALTH**

- 10.1 A disciplinary process can still be completed even if you are signed off as unfit to work. Fitness to work is not necessarily the same as fitness to participate in a disciplinary process. We will seek appropriate occupational health advice.
- 10.2 You may be sent written questions and given **7 calendar days** to respond.
- 10.3 If you are unable to attend a disciplinary or appeal meeting the meeting may proceed provided you have had an opportunity to:
- (a) put a written statement to the meeting;
  - (b) have a companion attend the meeting in your place; and
  - (c) review the notes of oral evidence and to submit written questions upon it.
- 10.4 We shall have regard to the following extracts from the **Health and Work Handbook** [www.fom.ac.uk/wp-content/uploads/hw.pdf](http://www.fom.ac.uk/wp-content/uploads/hw.pdf) issued by the Royal College of General Practitioners Faculty of Occupational Medicine and Society of Occupational Medicine:

### ***“Disciplinary proceedings and management investigations***

*Occupational health and primary care teams may become involved in cases in which the employer is in dispute with the employee, and a disciplinary process is pending. This may result in dismissal of the employee, or a formal warning.*

*In these circumstances the doctor or nurse is sometimes asked to give an opinion as to whether the employee is fit to attend an investigation or disciplinary hearing. The employee may be suffering from stress related or depressive symptoms and may have requested sick certification. In these circumstances it is likely that the effects of an unresolved dispute on the employee’s mental health may be greater if the proceedings are postponed. An employee may be unfit for work but fit to engage with the management process. The doctor or nurse will have to assess whether attendance is likely to cause serious deterioration in the employee’s mental or physical health, for example if there is a significant risk of suicide.*

*Management investigations or disciplinary meetings do not have to be held in the workplace; they could be held away from work, at a ‘neutral’ location such as a hotel. This may be a helpful suggestion if the employee is anxious about going back into the workplace at this stage*

*The following questions may be used to determine fitness to attend a disciplinary meeting, or engage with the management process leading to such a meeting:*

*Does the employee have the ability to understand the allegations made against them?*

*Does the employee have the ability to distinguish right from wrong?*

*Is the employee able to instruct a friend or representative to represent their interests?*

*Does the employee have the ability to understand and follow the proceedings, if necessary with extra time and a written explanation?”*

## **11. TRADE UNION OFFICERS**

We note and adopt the **ACAS Code of Practice’s** statement: “Where disciplinary action is being considered against an employee who is a trade union representative the normal disciplinary [policy] should be followed. Depending on the circumstances, however, it is advisable to discuss the matter at an early stage with an official employed by the union, after obtaining the employee’s agreement.”



## 12. REFERRALS

12.1 Where a teacher is dismissed for serious misconduct (or may have been dismissed for serious misconduct if the teacher had not resigned), we must consider whether to refer the circumstances to the National College for Teaching and Leadership under section 141D of the Education Act 2002 which came into force on 1 April 2012.

12.2 The National College for Teaching and Leadership website link is:  
[www.gov.uk/government/collections/teacher-misconduct](http://www.gov.uk/government/collections/teacher-misconduct)

12.3 Where a person working for us (whether a teacher or not) is dismissed or would have been dismissed if they had not resigned because that person committed conduct:

- (a) which endangered a child or was likely to endanger a child;
- (b) which if repeated against or in relation to a child, would endanger that child or would be likely to endanger him;
- (c) involving sexual material relating to children (including possession of such material);
- (d) involving sexually explicit images depicting violence against human beings (including possession of such images); or
- (e) of a sexual nature involving a child.

we **must** refer that person to the Disclosure and Barring Service under section 35 of the Safeguarding Vulnerable Groups Act 2006.

12.4 The online guidance is here: [www.gov.uk/government/publications/dbs-referrals-form-and-guidance](http://www.gov.uk/government/publications/dbs-referrals-form-and-guidance).

## Appendix 1 – Interviewing Children

- 1.1 Interviews with children should be conducted sensitively with a view to establishing clear statements of fact. It will also be helpful to establish, if anyone else was present without implying to the child that they may be used as witnesses.
- 1.2 In interviewing children whether as complainant or potential witnesses, care should be taken not to ask 'leading' questions. Open questions should be used e.g. "Did anything unusual happen in class this morning?" Follow up questions may then be used to clarify specific details e.g. Who? What? Where? How? When?
- 1.3 Care should also be taken to avoid any potential opportunities for collusion. Pupils should normally, therefore, be questioned individually although in some limited and exceptional circumstances more general and informal techniques may be appropriate.
- 1.4 Statements should then be made in writing and signed. Alternatively, the teacher conducting the investigation may summarise in writing the child's verbal account and ask them to sign it as a true account of their statement.
- 1.5 A child reporting to a member of staff that they have been abused by another member of school staff must be listened to. It is often difficult for an employee to believe that a colleague may have behaved in the manner alleged. They must therefore keep an open mind regarding the circumstances of the allegation. However, it is essential that the following guidance is taken into account when dealing with such an allegation, particularly if made directly by a child:
  - The child should be listened to but not interviewed or asked to repeat their account
  - Avoid asking direct questions, particularly leading questions wherever possible.
  - The child should not be interrupted when recalling significant events.
  - All information should be noted carefully. As far as possible details such as timing, setting, who was present and what was said should be recorded in the child's own words and be as near verbatim as possible.
  - The listener must take care not to make assumptions about what the child is saying or to make interpretations.

- The adult must, on no account, offer suggestions or alternative explanations for the child's concerns.
  - A written record of the allegations should be signed and dated by the person who received them as soon as possible.
  - All subsequent actions must be recorded in writing.
- 1.6 No promises of confidentiality should be made to pupils who make allegations. Instead, the child should be encouraged to agree that the matter must be taken further in the knowledge of what this may involve. Whilst acknowledging the need to create an environment conducive to speaking freely, it should be made clear to the child by the member of staff that in all cases they have a duty to pass on what the child has told them to ensure the protection of child(ren). The child should be assured that the matter will only be disclosed to those people who need to know about it. Support may need to be offered by the school, LA or the appropriate agency. Consideration must be given at this point as to whether the allegation may be malicious. If it is obvious that the incident could not have taken place or it is reasonable to suspect that the allegation is malicious then further advice should be sought before making any decisions.

For further guidance please see our policy on **Dealing with Allegations of Abuse Against Staff**.





**POLICY TYPE: PRESCRIBED**  
**ACTION: FOR SCHOOL ADOPTION**

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## FAMILY LEAVE POLICY

## FAMILY LEAVE

1.1 This policy sets out the Trust policies on the following family leave issues:

- (A) Unpaid time off for Dependants
- (B) Adoption
- (C) Maternity
- (D) Paternity
- (E) Shared Parental Leave – Birth
- (F) Shared Parental Leave- Adoption
- (G) Unpaid Parental Leave

1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.

### (A) PAID & UNPAID TIME OFF FOR DEPENDANTS

The law recognises and we respect that there may be occasions when you will need to take time off work to deal with unexpected events involving one of your dependants.

#### 1. REASONABLE PAID & UNPAID TIME OFF

1.1 You have a right to take a reasonable amount of time off work, as described in 1.5, when it is necessary to:

- (a) provide assistance or care when a dependant falls ill, gives birth, is injured or assaulted;
- (b) make longer-term care arrangements for a dependant who is ill or injured;
- (c) take action required in consequence of the death of a dependant;
- (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); or

(e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.

1.2 A **dependant** for the purposes of this section is:

- (a) your spouse, civil partner, parent or child;
- (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in paragraph 2.1.

1.3 This section applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your Headteacher or our Executive Team.

1.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

1.5 Reasonable time off in relation to a particular problem will not normally be more than one or two days. However, we will always consider each set of circumstances on its facts.

1.6 As a Trust we will award up to 5 days paid time off in any twelve month period in the circumstances list above. Anything beyond this would then usually be unpaid.

#### 2. EXERCISING THE RIGHT TO UNPAID TIME OFF

2.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your Headteacher or our Executive Team:

- (a) the reason for your absence; and
- (b) how long you expect to be away from work.

2.2 You should make every reasonable effort to notify the school of the absence.



2.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work.

2.4 If you wish to apply for payment for unpaid time off to deal with dependents you may apply under the discretionary leave section of our **Non-Sickness Absence policy**.

## **(B) ADOPTION**

This section sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. If you are adopting through an overseas adoption agency we will advise you of the relevant requirements.

### **1. ENTITLEMENT TO ADOPTION LEAVE**

1.1 You are entitled to adoption leave if you meet all the following conditions:

- (a) You are adopting a child through a UK or overseas adoption agency.
- (b) The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**).
- (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
- (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

1.2 The maximum adoption leave entitlement is **52 weeks**, consisting of **26 weeks'** Ordinary Adoption Leave (**OAL**) and **26 weeks'** Additional Adoption Leave (**AAL**).

1.3 If you get adoption leave, you can also get paid time off work to attend 5 adoption appointments after you've been matched with a child.

### **2. NOTIFICATION REQUIREMENTS FOR ADOPTION LEAVE**

2.1 Not more than **seven days** after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start**

**Date**).

2.2 Your school will then write to you within **28 days** to inform you of your expected return date assuming you take your full entitlement to adoption leave.

2.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

### **3. STARTING ADOPTION LEAVE**

3.1 OAL may start on a predetermined date no more than **14 days** before the Expected Placement Date, or on the date of placement itself, but no later.

3.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least **28 days** before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within **28 days** to tell you your new expected return date.

### **4. ADOPTION PAY**

Statutory adoption pay (**SAP**) is payable for up to **39 weeks** provided your average earnings are not less than the lower earnings limit set by the government each tax year. It is paid at a rate set by the government each year. The first **six weeks** SAP are paid at 90% of your average earnings and the remaining **33 weeks** are at a rate set by the government each year.

### **5. DURING ADOPTION LEAVE**

5.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.

5.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your adoption leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.

5.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your leave can be carried over and must be taken in



a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.

- 5.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during OAL and any period of paid AAL, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

## 6. KEEPING IN TOUCH DURING ADOPTION LEAVE

- 6.1 We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 6.2 You may work (including attending training) on up to **ten "keeping-in-touch" days** during your adoption leave. This is not compulsory and must be discussed and agreed with your Headteacher or our Executive Team.
- 6.3 You will be paid at your normal basic daily rate of pay for time spent working on a keeping-in-touch day regardless of the length of time worked per day and this will be inclusive of any adoption pay entitlement.

## 7. RETURNING TO WORK AFTER ADOPTION LEAVE

- 7.1 You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least **eight weeks'** notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.
- 7.2 You are entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

- 7.3 If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our **Flexible Working policy**. It is helpful if such requests are made as early as possible.

- 7.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## (C) MATERNITY LEAVE

This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for antenatal care, pregnancy-related sickness, health and safety, and maternity leave.

### 1. TIME OFF FOR ANTENATAL CARE

If you are pregnant you may take paid time off during working hours for antenatal care. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card. Fathers and partners have a right to take unpaid time off for up to two ante-natal appointments and we may ask employees for a written declaration of entitlement.

### 2. ENTITLEMENT

All employees are entitled to up to **52 weeks'** maternity leave, consisting of **26 weeks'** ordinary maternity leave (OML) and **26 weeks'** additional maternity leave (AML).

### 3. NOTIFICATION OF MATERNITY

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 Before the end of the **fourteenth week** before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
- (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and



- (b) the date on which you would like to start your maternity leave (**Intended Start Date**).
- 3.3 We will write to you within **28 days** to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).

3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

#### 4. STARTING MATERNITY LEAVE

- 4.1 The earliest you can start maternity leave is **11 weeks** before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least **28 days** before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within **28 days** to tell you your new expected return date.
- 4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last **four weeks** before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.
- 4.4 Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- 4.5 The law says that we cannot allow you to work during the **two weeks** following childbirth.

#### 5. MATERNITY PAY

- 5.1 Statutory maternity pay (**SMP**) is payable for up to **39 weeks** provided you have at least **26 weeks'** continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first **six weeks** SMP are paid at 90% of your average

earnings and the remaining **33 weeks** are at a rate set by the government each year.

- 5.2 Your contractual maternity pay arrangements are set out in your contract. You should note that there are provisions in the contractual arrangements to claw-back some or all maternity pay paid above the statutory entitlement if you do not return to work for a specific period.
- 5.3 The claw-back in section 5.2 is discretionary and in some exceptional circumstances the Trust may choose not to enforce this. The claw-back would not apply if staff were transferring to another school within the Trust.
- 5.4 The provisions for teachers are contained in the Burgundy Book at Section 5, page 13 – 17. [www.teachers.org.uk/sites/default/files2014/burgundy-book.pdf](http://www.teachers.org.uk/sites/default/files2014/burgundy-book.pdf)
- 5.5 The provisions for support staff are contained in the Green Book at pages 8-12. [www.unitetheunion.org/uploaded/documents/LGGreenBook11-3717.pdf](http://www.unitetheunion.org/uploaded/documents/LGGreenBook11-3717.pdf)

#### 6. DURING MATERNITY LEAVE

- 6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.
- 6.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your maternity leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.
- 6.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your maternity leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.
- 6.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for



their rules on the making up of any shortfall.

## 7. KEEPING IN TOUCH DURING MATERNITY LEAVE

- 7.1 We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with your Headteacher or our Executive Team.
- 7.3 You will be paid at your normal daily basic rate of pay for time spent working on a keeping-in-touch day regardless of the length of time worked per day and this will be inclusive of any maternity pay entitlement.

## 8. RETURNING TO WORK AFTER MATERNITY LEAVE

- 8.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## 9. DIFFICULT PREGNANCY

## Miscarriage

- 9.1 A miscarriage is where a baby is born dead before the end of the 24th week of pregnancy.
- 9.2 An employee who suffers a miscarriage does not have the right to OML, AML or SMP or contractual maternity pay.
- 9.3 Sick leave that is related to the pregnancy or miscarriage will be recorded separately from any other type of sick leave so that it is not used to the detriment of the employee.

## Stillbirth

- 9.4 Stillbirth is where a baby is born dead during or after the 25th week of pregnancy.
- 9.5 Any employee whose baby is stillborn is entitled to OML and AML.
- 9.6 An employee whose baby is stillborn will also be entitled to SMP provided she satisfies the relevant eligibility criteria. If the baby is stillborn before the end of the qualifying week, the period over which the employee's earnings are averaged for SMP calculation purposes will be the eight weeks up to the last payday before the week in which the baby was stillborn.
- 9.7 If an employee's baby is stillborn while she is on maternity leave and receiving SMP, no action needs to be taken as her entitlements continue as before the stillbirth.
- 9.8 If the baby is stillborn before the employee has started her maternity leave or SMP, special notification rules apply. The employee must notify us as soon as practicable after the birth that she has given birth and the date of the stillbirth. The notice must be in writing if requested. To claim SMP, the employee must also provide us with medical evidence of the Expected Week of Childbirth (usually in the form of the MAT B1 certificate) and evidence of the date the baby was stillborn.
- 9.9 If the employee has already given notice for her SMP to start but it is to start early because of the stillbirth, she must also let us know (in writing if you request it) the date her absence began.
- 9.10 Notice for SMP must be given within 21 days of the stillbirth or as soon as reasonably practicable. The SMP period will start on the day following the date of



the stillbirth.

- 9.11 Maternity leave will start on the day after the date of stillbirth.
- 9.12 On returning to work after maternity leave, the employee is entitled to the health and safety protection which applies to all women.
- 9.13 Statutory Paternity Leave and Statutory Paternity Pay is available where a baby is stillborn.

#### The death of a baby

- 9.14 If an employee's baby is born alive but dies soon afterwards, that will be classed as a live birth. Provided the employee satisfies the relevant eligibility criteria, she will be entitled to OML, AML and SMP.

#### Premature Birth

- 9.15 An employee whose baby is born prematurely is entitled to statutory maternity leave and SMP in the same way as any other employee.
- 9.16 If an employee's baby is born while she is on maternity leave and receiving SMP, no action needs to be taken as her entitlements continue as before the birth.
- 9.17 If the baby is born before the employee has started her maternity leave or SMP, special notification rules apply. The employee must notify us as soon as practicable after the birth that she has given birth and the date of the birth. The notice must be in writing if requested. To claim SMP, the employee must also provide her employer with medical evidence of the Expected Week of Childbirth (usually in the form of the MAT B1 certificate) and evidence of the date the baby was actually born.
- 9.18 If the employee has already given notice for her SMP to start but it is to start early because of the premature birth, she must also let you know (in writing if you request it) the date her absence began.
- 9.19 Notice for SMP must be given within **21 days** of the birth or as soon as reasonably practicable thereafter. The SMP period will start on the day following the date of the birth.
- 9.20 Maternity leave will start on the day after the date of birth, even if this is before the **11th week** before the Expected Week of Childbirth.

#### Contractual Maternity Pay

- 9.21 If the employee in any of the situations set out in this Paragraph 9 is entitled to SMP, we may, also at our discretion, also pay her the appropriate contractual maternity pay.

#### 10. ENSURING HEALTH AND SAFETY OF NEW AND EXPECTANT MOTHERS

- 10.1 Generic precautions taken to protect the health and safety of employees as a whole will, in many cases, also protect new and expectant mothers. However, there are occasions when, due to their condition, different and/or additional measures will be necessary. This policy aims to reduce any identified risks to new and expectant mothers and provide guidance on specific control measures required to protect them. This policy also acknowledges relevant legislative provisions and confirms the school's commitment to compliance.
- 10.2 The Management of Health and Safety at Work Regulations 1999 contain measures that require employers to protect the H&S at work of pregnant workers and workers who have given birth (to a living child or, after **24 weeks** of pregnancy, a stillborn child) within the previous **6 months** or are breastfeeding.
- 10.3 In this section 10: **Line Manager** means all staff who have authority and responsibility for directing and supervising people working for them, be they permanent, temporary or contractually employed and **New and Expectant Mothers** means pregnant workers and workers who have given birth (to a living child or, after **24 weeks** of pregnancy, a stillborn child) within the previous **6 months** or are breast feeding and have carried out the duties of a new and expectant mother detailed below.
- 10.4 Line Managers must ensure that significant risks faced by 'new and expectant mothers' are assessed and adequately controlled and that this process is documented. To achieve this line managers are to:
- Encourage women to inform them of their condition at the earliest possible opportunity and that the highest level of confidentiality will be maintained at all times.



- Conduct risk assessments for all work activities undertaken by new and expectant mothers and maintain associated records and documentation.
  - Implement necessary control measures identified by the risk assessment. Ensure these controls are followed, monitored, reviewed and if necessary, revised.
  - Inform new and expectant mothers of any risks to them and/or their child and the controls measures that are in place to protect them.
  - Ensure any adverse incidents are immediately reported and investigated.
  - Provide appropriate training, etc where suitable alternative work is offered and accepted.
  - Ensure provision is made to support new and expectant mothers who need to take time off work for medical reasons associated with their condition.
- 10.5 New and expectant mothers must tell their line manager in writing as soon as they are aware of their condition and also provide their line manager with a medical certificate confirming the above within a reasonable length of time if requested to do so. They must also:
- Inform their general practitioner or midwife of the nature of their work
  - Follow any safety arrangements implemented for their protection, including attending training sessions, complying with control measures, etc.
  - Not act in a manner that adversely affects their own health and safety, that of their child and/or anyone else.
  - Report any perceived or real shortcomings in protection to their employer.
- 10.6 The Trust and each School will ensure that work activities exposing new and expectant mothers to unacceptable risks are eliminated, so far as is reasonably practicable. Measures to achieve this include preventing exposure to such risks by ensuring:
- Relevant legal standards (dependent on the risk involved) are met

- Official guidance and good practice is followed
  - Adjusting working conditions and/or hours
  - If necessary, removing new and expectant mothers from hazardous activities, i.e. providing suitable alternative work or ultimately suspension with pay.
- 10.7 Where hazardous activities cannot be eliminated, risk assessments carried out by a competent person, together with the new and expectant mother, will be undertaken to identify residual risks and to reduce them to the lowest level reasonably practicable. The assessments will take into account the actual risks associated with the work activities and whether these risks are increased, due to any particular problems experienced by a new or expectant mother during her pregnancy or postnatal period. Specifically, the assessment will consider risks associated with exposure to:
- physical agents,
  - biological agents
  - chemical agents.
  - working and welfare conditions.
- 10.8 Risk assessments relating to new and expectant mothers will be reviewed, and if necessary revised, regularly.
- 10.9 Suitable information, instruction and training will be provided to new and expectant mothers to ensure their health and safety. Training needs will be identified and reviewed by a competent person and support given to allow new and expectant mothers to attend any required training sessions. The effectiveness of any training provided will be monitored and training regularly reviewed.
- 10.10 As early as possible within the pregnancy, the new or expectant mother should be issued with the HSE guidance booklet, INDG series **IND(G) 373 – Guide for New and Expectant Mothers Who Work.**
- 10.11 Managers should acquaint themselves with HSG series **HSG 122 - New and Expectant Mothers at Work: Guide for Employers.**



- 10.12 Training should also include ensuring that those people responsible for carrying out risk assessments are competent to do so.

## **(D) PATERNITY**

This section outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.

1. **ENTITLEMENT TO PATERNITY LEAVE** Paternity leave is available on the birth of a child if you have been continuously employed by us for at least **26 weeks** ending with the **15th week** before the Expected Week of Childbirth and either:
  - (a) You are the biological father and will have some responsibility for the child's upbringing; or
  - (b) You are the spouse, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.
- 1.2 Paternity leave is where a child is placed with you for adoption by an adoption agency, if you have been continuously employed by us for at least **26 weeks** ending with the week in which the agency notifies you that you have been matched with a child. In such cases you may be entitled to take adoption leave. However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).
- 1.3 Fathers and partners have a right to take unpaid time off for up to two ante-natal appointments and we may ask employees for a written declaration of entitlement.
2. **ORDINARY PATERNITY LEAVE (OPL)** Ordinary paternity leave (OPL) is a period of **one or two weeks'** consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within **eight weeks (56 days)** of the birth or placement. (If the baby is premature the period ends **eight weeks** after the start of the Expected Week of Childbirth.)
  - 2.2 To take OPL you must give us written notice by the end of the **15th week** before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified of being matched with a child), or as soon as you reasonably can, stating:
    - (a) The Expected Week of Childbirth;

- (b) Whether you intend to take one week or two weeks' leave; and

- (c) When you would like your leave to start.

- 2.3 You can change the intended start date by giving us **28 days'** notice or, if this is not possible, as much notice as you can.

## **3. PATERNITY PAY**

- 3.1 Ordinary statutory paternity pay (OSPP) is payable during OPL provided you have at least **26 weeks'** continuous employment ending with the Qualifying Week (the **15th week** before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year.

## **4. DURING PATERNITY LEAVE**

- 4.1 All the terms and conditions of your employment remain in force during OPL, except for the terms relating to pay.
- 4.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your OPL.
- 4.3 If you are a member of the TPS or LGPS, we shall make employer pension contributions during OPL, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

## **(E) SHARED PARENTAL LEAVE – BIRTH**

### **1. ABOUT THIS POLICY**

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the **Shared Parental Leave (Adoption) section** instead.



## 2. FREQUENTLY USED TERMS

The definitions in this paragraph apply in this section:

**Expected week of childbirth (EWC):** the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

**Parent:** One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

**Partner:** your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the **fifteenth week** before the EWC.

## 3. WHAT IS SHARED PARENTAL LEAVE?

- 3.1 Shared parental leave (SPL) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

## 4. ENTITLEMENT TO SPL

- 4.1 You are entitled to SPL in relation to the birth of a child if:
- (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
  - (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
  - (c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

4.2 The following conditions must also be fulfilled:

- (a) you must have at least **26 weeks** continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
  - (b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
  - (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.
- 4.3 The total amount of SPL available is **52 weeks**, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).
- 4.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until **two weeks** after birth.
- 4.5 If you are the child's father or the mother's partner, you should consider using your **two weeks'** paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

## 5. OPTING IN TO SHARED PARENTAL LEAVE AND PAY

Not less than **eight weeks** before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;



- (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- (g) how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

## 6. ENDING YOUR MATERNITY LEAVE

- 6.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least **eight weeks'** written notice to end your maternity leave (a **curtailment notice**) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least **two weeks** after birth.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to **eight weeks** after it was given;
- (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to **six weeks** after birth; or
- (c) if the other parent has died.
- 6.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless paragraph 6.4(b) applies.

## 7. ENDING YOUR PARTNER'S MATERNITY LEAVE OR PAY

If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- (a) returned to work;
- (b) given her employer a curtailment notice to end her maternity leave;
- (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

## 8. EVIDENCE OF ENTITLEMENT

You must also provide on request:

- (a) A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and
- (b) The name and address of the other parent's employer (or a declaration that they have no employer).

## 9. BOOKING YOUR SPL DATES

- 9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least **eight weeks** before the start of SPL.
- 9.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.
- 9.3 Leave must be taken in blocks of at least **one week**.
- 9.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.
- 9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11)

## 10. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of

**four weeks** each, they will be combined into one 12-week period of leave).

Alternatively, you may:

- (a) choose a new start date (which must be at least **eight weeks** after the date you submitted the notice requesting split periods of leave), and tell us within **five days** of the end of the two-week discussion period; or
- (b) withdraw the notice and tell us within **two days** of the end of the two-week discussion period (in which case it will not be counted as a period of leave notice, and you may submit a new one if you choose).

## 11. CHANGING THE DATES OR CANCELLING YOUR SPL

- 11.1 You can cancel a period of leave by notifying us in writing at least **eight weeks** before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave by notifying us in writing at least **eight weeks** before the original start date or the new start date, whichever is earlier.
- 11.3 You can change the end date for a period of leave by notifying us in writing at least before the original end date or the new end date, whichever is earlier.
- 11.4
- 11.5 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.
- 11.6 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.2.
- 11.7 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) it is a result of your child being born earlier or later than the EWC;
  - (b) you are cancelling a request for discontinuous leave within **two days** of the end of the two-week discussion period under paragraph 10.2.



- (c) it is at our request; or
- (d) we agree otherwise.

## 12. PREMATURE BIRTH

Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the **eight weeks** following birth even though you cannot give **eight weeks'** notice. The following rules apply:

- (a) If you have given a period of leave notice to start SPL on a set date in the **eight weeks** following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
- (b) If your child is born more than **eight weeks** early and you want to take SPL in the **eight weeks** following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

## 13. SHARED PARENTAL PAY

- 13.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to **39 weeks** (less any weeks of SMP or MA claimed by you or your partner) if you have at least **26 weeks'** continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.
- 13.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least **eight weeks** before you want ShPP to start.
- 13.3 Any entitlement to any enhanced contractual parental pay may also be shared.

## 14. OTHER TERMS DURING SHARED PARENTAL LEAVE

- 14.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

- 14.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your shared parental leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.

- 14.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your shared parental leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.

- 14.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during paid shared parental leave, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any Shared Parental Pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

## 15. KEEPING IN TOUCH

- 15.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 15.2 You may ask or be asked to work (including attending training) on up to **20 "keeping-in-touch" days** (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your Headteacher.
- 15.3 You will be paid at your normal daily basic rate of pay for time spent working on a KIT day regardless of the length of time worked per day and this will be inclusive of any shared parental pay entitlement.

## 16. RETURNING TO WORK



- 16.1 If you want to end a period of SPL early, you must give us **eight weeks'** written notice of the new return date. If have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 16.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least **eight weeks** before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see the Unpaid Parental Leave section), subject to the needs of the School.
- 16.3 You are entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- (a) if your SPL and any maternity or paternity leave you have taken adds up to more than **26 weeks** in total (whether or not taken consecutively); or
- (b) if you took SPL consecutively with more than **four weeks** of ordinary parental leave.
- 16.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our **Flexible Working policy**. It is helpful if such requests are made as early as possible.
- 16.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## **(F) SHARED PARENTAL LEAVE – ADOPTION**

### **1. ABOUT THIS POLICY**

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the **Shared Parental Leave (Birth)** section instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.

- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. FREQUENTLY USED TERMS**

The definitions in this paragraph apply in this policy.

**Partner:** your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the week the adoption agency notifies you that you have been matched with a child for adoption.

### **3. WHAT IS SHARED PARENTAL LEAVE?**

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care in the first year after your child is placed with you for adoption than simply taking adoption and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

### **4. ENTITLEMENT**

- 4.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.
- 4.2 The following conditions must be fulfilled:
- (a) you must have at least **26 weeks** continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly



earnings of at least £30 during 13 of those weeks; and

- (c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (SAP).

4.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least **two weeks** of adoption leave and/or pay.

4.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see the **Paternity section**). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

4.5 The total amount of SPL available is **52 weeks**, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

## 5. OPTING IN TO SHARED PARENTAL LEAVE AND PAY

Not less than **eight weeks** before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

- (a) your name and your partner's name;
- (b) if you are taking adoption leave, your adoption leave start and end dates;
- (c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- (e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);

- (g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);

- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

- (i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

## 6. ENDING YOUR ADOPTION LEAVE

6.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least **eight weeks'** written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least **two weeks'** adoption leave.

6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

6.3 If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.

6.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

- (a) if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to **eight weeks** after it was given;
  - (b) if your partner has died.
- 6.5 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.





## 7. ENDING YOUR PARTNER'S ADOPTION LEAVE OR PAY

If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- (a) returned to work;
- (b) given their employer a curtailment notice to end adoption leave; or
- (c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

## 8. EVIDENCE OF ENTITLEMENT

You must provide on request:

- (a) One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
- (b) The name and address of your partner's employer (or a declaration that they have no employer).

## 9. BOOKING YOUR SPL DATES

- 9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least **eight weeks** before the start of SPL.
- 9.2 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.
- 9.3 Leave must be taken in blocks of at least **one week**.
- 9.4 If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in, below.

- 9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11).

## 10. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of **four weeks** each, they will be combined into one **12-week** period of leave). Alternatively, you may:
  - (a) choose a new start date (which must be at least **eight weeks** after your original period of leave notice was given), and tell us within **five days** of the end of the two-week discussion period; or
  - (b) withdraw your period of leave notice within **two days** of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

## 11. CHANGING THE DATES OR CANCELLING YOUR SPL

- 11.1 You can cancel a period of leave by notifying us in writing at least **eight weeks** before the start date in the period of leave notice.
- 11.2 You can change the start date for a period of leave by notifying us in writing at least **eight weeks** before the original start date or the new start date, whichever is earlier.





- 11.3 You can change the end date for a period of leave by notifying us in writing at least **eight weeks** before the original end date or the new end date, whichever is earlier.
- 11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.
- 11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.
- 11.6 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.
- 11.7 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
  - (b) you are cancelling a request for discontinuous leave within **two days** of the end of the two-week discussion period under paragraph 10.2.
  - (c) the variation is at our request; or
  - (d) we agree otherwise.

## 12. SHARED PARENTAL PAY

- 12.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to **39 weeks** (less any weeks of SAP claimed by you or your partner) provided you have at least **26 weeks'** continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

- 12.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least **eight weeks** before you want ShPP to start.

- 12.3 Any entitlement to any enhanced contractual parental pay may also be shared.

## 13. OTHER TERMS DURING SHARED PARENTAL LEAVE

- 13.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 13.2 For teachers your annual statutory leave entitlement of **28 days** is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your shared parental leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.
- 13.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your shared parental leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.
- 13.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during paid shared parental leave, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any Shared Parental Pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

## 14. KEEPING IN TOUCH

- 14.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 14.2 You may ask or be asked to work (including attending training) on up to **20 "keeping-in-touch" days** (KIT days) during your SPL. This is in addition to any KIT



days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your Headteacher.

- 14.3 You will be paid at your normal daily basic rate of pay for time spent working on a KIT day regardless of the length of time worked per day and this will be inclusive of any shared parental pay entitlement.

## 15. RETURNING TO WORK

- 15.1 If you want to end a period of SPL early, you must give us **eight weeks'** written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written notice at least **eight weeks** before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our unpaid Parental Leave section), subject to the needs of the School.
- 15.3 You are entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- (a) if your SPL and any adoption or paternity leave you have taken adds up to more than **26 weeks** in total (whether or not taken consecutively); or
  - (b) if you took SPL consecutively with more than **four weeks** of ordinary parental leave.
- 15.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our **Flexible Working policy**. It is helpful if such requests are made as early as possible.
- 15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## (G) UNPAID PARENTAL LEAVE

An employee is entitled to up to 18 weeks' unpaid parental leave per child if he/she is the birth or adoptive parent of a child who is under 18 years of age. To qualify for ordinary parental leave, employees must have completed at least one year's continuous service with the Trust. "Ordinary parental leave" should not be confused with shared parental leave.

### 1. RIGHTS DURING "ORDINARY" PARENTAL LEAVE

- 1.1 Qualifying employees will be entitled to a maximum of **18 weeks'** ordinary parental leave to be taken up until the child's 18th birthday. During ordinary parental leave, the employee will remain employed, although pay and most contractual benefits will be suspended. The right to accrue statutory holiday entitlement will, however, remain in place

### 2. CONDITIONS OF "ORDINARY" PARENTAL LEAVE

- 2.1 You may not exercise any entitlement to ordinary parental leave unless you have complied with any request made by the Trust to produce evidence of parenthood or parental responsibility. This could be in the form of a birth certificate or adoption papers.
- 2.2 You must give proper notice of the period of leave that you propose to take. This notice must be given to the Trust at least **21 days** before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.
- 2.3 Where you are the father of the child in respect of whom the leave is to be taken and you request ordinary parental leave to begin when your child is born, your notice must specify the expected week of childbirth and the duration of the period of leave. You must give this notice at least **21 days** before the expected week of childbirth.
- 2.4 Where the ordinary parental leave is in respect of an adopted child and is to begin on the date of the placement, your notice must be given to the Trust at least **21 days** before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of ordinary parental leave requested.
- 2.5 The Trust may postpone a period of ordinary parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) where the Trust considers that its



business would be unduly disrupted if you were to take leave during the period requested. In such a case, the Trust will allow you to take an equivalent period of ordinary parental leave beginning no later than **six months** after the commencement of the period originally requested. The Trust will give notice in writing of the postponement stating the reason for it and specifying suggested dates for you to take parental leave. Such notice will be given no more than **seven days** after your notice was given to the Trust.

- 2.6 You may not take ordinary paternity leave in blocks of less than **one week** (except in relation to a child who is disabled).
- 2.7 You may not take more **than four weeks'** leave in respect of any individual child in any year. For these purposes a year is the period of **12 months** beginning when you first become entitled to ordinary parental leave in respect of the child in question, and each successive period of **12 months** beginning on the anniversary of that date

### 3. RETURNING FROM “ORDINARY” PARENTAL LEAVE

- 3.1 You are entitled to return to work after a period of ordinary parental leave to the job in which you were employed prior to the absence if it was an isolated period of leave lasting **four weeks** or less.
- 3.2 You have the right to return to the same job if the ordinary parental leave was the last of two or more consecutive periods of leave that did not include:
- a period of ordinary parental leave lasting no more than **four weeks**; or
  - any period of statutory leave that, when added to any other period of statutory leave (excluding ordinary parental leave) taken in relation to the same child, means that the total amount of statutory leave taken in relation to that child totals more than **26 weeks**.

If you return to work after a period of ordinary parental leave that does not fall into the above description, for example because it follows ordinary and additional maternity leave lasting more than **26 weeks**, you are entitled to return to the job in which you were employed prior to the absence, or, if that is not reasonably practicable, to another job that is both suitable and appropriate in the circumstances



POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## FLEXIBLE WORKING POLICY

## 1. ABOUT THIS POLICY

- 1.1 This Flexible Working policy gives eligible employees an opportunity to request a change to their working pattern.
- 1.2 We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.

## 2. ELIGIBILITY

- 2.1 To be eligible to make a flexible working request, you must:
- (a) be an employee;
  - (b) have worked for us continuously for at least 26 weeks at the date your request is made; and
  - (c) not have made a flexible working request during the last 12 months (even if you withdrew that request).

## 3. WHAT IS A FLEXIBLE WORKING REQUEST?

- 3.1 A flexible working request under this policy means a request to do any or all of the following:
- (a) to reduce or vary your working hours;
  - (b) to reduce or vary the days you work;
  - (c) to work from a different location (for example, from home).

## 4. MAKING A FLEXIBLE WORKING REQUEST

- 4.1 Your flexible working request should be submitted to your Headteacher or our CEO in writing and dated. It should:
- (a) state that it is a flexible working request;
  - (b) explain the change being requested and propose a start date;

- (c) identify the impact the change would have on the business and how that might be dealt with; and
- (d) state whether you have made any previous flexible working requests.

## 5. MEETING

- 5.1 We will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a Permitted Companion.
- 5.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

## 6. DECISION

- 6.1 We will inform you in writing of our decision as soon as possible after the meeting.
- 6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.
- 6.3 If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.
- 6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.
- 6.5 We may reject your request for one or more of the following organisational reasons:
- (a) the burden of additional costs;
  - (b) detrimental effect on ability to meet the demands of our stakeholders;
  - (c) inability to reorganise work among existing staff;
  - (d) inability to recruit additional staff;
  - (e) detrimental impact on quality;
  - (f) detrimental impact on performance;



(g) insufficiency of work during the periods that you propose to work; or

(h) planned changes.

6.6 If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal process.

## **7. APPEAL**

7.1 You may appeal in writing within 14 days of receiving our written decision. This includes a decision following a trial period.

7.2 Your appeal must be dated and must set out the grounds on which you are appealing.

7.3 We will hold a meeting with you to discuss your appeal. You may bring a Permitted Companion to the meeting.

We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal



POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## GRIEVANCE RESOLUTION POLICY

## 1. SCOPE OF GRIEVANCE RESOLUTION POLICY

- 1.1 This policy is aimed at providing you with a structure to promptly resolve current grievances which are not covered by other policies.
- 1.2 This Grievance Resolution policy cannot be used to:
  - (a) complain about the use of any other policy or process (e.g. disciplinary, capability, restructuring, appraisal etc.) in relation to you whilst that policy is being followed (for the avoidance of doubt such concern can be raised within those other policies or processes.
  - (b) appeal against any formal or informal disciplinary sanction;
  - (c) appeal against any decision to terminate your employment whether on grounds of ill-health, incapacity, redundancy, poor performance or other grounds;
  - (d) appeal against selection for redundancy;
  - (e) appeal against any decision made under any policy which contains its own appeal process;
  - (f) complain about or appeal against any decision relating to pay or grading. Such matters are covered by our Pay policies;
  - (g) complain about or appeal against any decision relating to your pension. Separate Dispute Resolution Procedures have been set up by the Teachers' Pension Scheme and the local fund of the Local Government Pension Scheme;
  - (h) complain about any matter that forms a collective grievance where the appropriate mechanism is for representations to be made by the appropriate trade union representatives;
  - (i) complain about any matter which is properly the subject of a statutory consultation process;
  - (j) complain about matters which have been or should have been brought under our **Public Interest Disclosure policy** ; or

- (k) complain about matters which are more than **three months** old (though this shall not prevent you referring to matters more than **three months** old in relation to a grievance which is otherwise live).
- 1.3 The primary purpose of this policy is not to make findings of fact on historical matters (though this may be required in resolving some grievances where an investigation may be appropriate).
- 1.4 Our focus is on the remedial steps required to resolve a grievance.
- 1.5 We do not speak of grievances being “against” any particular person but rather of grievances “relating” to a particular person.
- 1.6 We shall seek to resolve grievances raised by you during your notice period, using this policy.
- 1.7 We shall not seek to resolve grievances raised after you have ceased to be an employee, under this policy. Any grievance raised after you have ceased employment, may be dealt with by a written response from the Stage 1 Resolution Manager without any right of appeal.

## 2. INFORMAL RESOLUTION

- 2.1 Before raising a formal grievance under this policy, you should attempt to resolve the matter informally either through your line manager or, where possible, with the other party. This will require you to state clearly what resolution you wish to achieve.
- 2.2 If your line manager is the person to whom the grievance relates you may raise the matter informally with your line manager's line manager.
- 2.3 You may proceed to the formal process without attempting informal resolution but you will be asked to explain why you did not attempt informal resolution.
- 2.4 If there has been an informal resolution we may confirm it in writing.





### 3. RESOLUTION MANAGERS

The table below sets out the normal level of delegation for dealing with formal grievances. The Resolution Manager should where possible be someone not personally involved in the matter which is the subject of the grievance.

Your grievance relates to:	Stage 1 Resolution Manager (not previously involved)	Stage 2 Resolution Manager (not previously involved)
Pupils, parents or staff (other than the School's Headteacher)	The School's Headteacher or a member of the Senior Leadership Team appointed by the Headteacher	Chair of School's Governors or another non-staff Governor nominated by the Chair
The School's Headteacher or a Governor (other than the Chair of Governors)	Our Executive Team's nominee	A member of our Executive Team or their nominee
The Chair of School's Governors (or a group of Governors including the Chair of Governors) or the Whole Governing Body or Non-School Trust staff (other than our Executive Team)	A member of our Executive Team or their nominee	Trust Chair or their nominee
The Trust Chair	Trust Vice Chair's nominee	Trust Vice Chair or their nominee
Our Executive Team or the Trust Board	Trust Chair's nominee	Trust Chair or nominee

### 4 FORMAL GRIEVANCE

#### 4.1 Stage 1

- (a) If you have not been able to resolve a problem informally, you must use Form GRP1 (attached to this policy) and submit it to the Headteacher (or to the Chair of Governors if you are the Headteacher).

- (b) A Resolution Manager will be appointed following (wherever possible) the guidance in Paragraph 3 above.
- (c) The Resolution Manager will arrange to meet with you as soon as possible, normally within **ten working days** of us receiving the Form GRP1 from you.
- (d) After this Resolution Meeting, the Resolution Manager will confirm a response in writing (the "Resolution Letter") and inform you of your right to appeal.

#### 4.2 Stage 2

- (e) If you are not satisfied with the Stage 1 Resolution Manager's response, you can appeal by sending a completed Form GRP2 (attached to this policy) to the Resolution Manager within **five working days** of the response being sent to you.
- (f) A different Resolution Manager will be appointed following (wherever possible) the guidance in Paragraph 3 above.
- (g) The Stage 2 Resolution Manager will arrange for a meeting with you as soon as possible, but normally within **ten working days** of us receiving the Form GRP2 from you.
- (h) After this Resolution Meeting, the Stage 2 Resolution Manager will confirm a response in writing (the "Final Resolution Letter").
- (i) The decision of the Stage 2 Resolution Manager is final and there will be no further right of appeal and no fresh grievance may be issued in relation to the matter.

### 4. PERMITTED COMPANION

You may bring a Permitted Companion to any formal meetings under this policy (see pages 2-3).

### 5. CONFIDENTIALITY AND TRANSPARENCY

- 6.1 Proceedings and records of any grievance will be kept as confidential as possible but you must appreciate that circumstances can mean that grievances cannot always be dealt with on an entirely confidential basis as a fair investigation may require disclosure of the existence and content of the grievance.



- 6.2 A grievance you raise could result in the instigation of disciplinary action in respect of another employee and to protect the confidentiality of that process, we will not be able to inform you of the disciplinary action, if any, which has been taken as a result of your grievance.
- 6.3 You should not disclose the fact of or content of any grievance to any employee or third party without the express consent of the Resolution Manager (except that you are allowed to approach a prospective companion or your trade union representative).
- 6.4 At the conclusion of your grievance and after any related disciplinary or other processes have been completed, a report will be presented to our Board and your School's Local Governing Body (excluding staff governors) as a confidential item. This report will not identify you but will identify, on an anonymous basis, the content of your complaint so that directors and governors are aware of any concerns that are being raised by staff and are assured that processes to resolve concerns are operating effectively.

## 6. VENUE FOR RESOLUTION MEETINGS

If your complaint raises sensitive issues, the Resolution Manager may decide to hold the meeting away from your normal place of work.

## 7. INDEPENDENT MEDIATION

As part of a resolution of a grievance, a Resolution Manager may propose independent mediation particularly in situations where there are relationship difficulties and/or personality clashes between employees.

## 8. GUIDANCE TO RESOLUTION MANAGERS

The **ACAS Guide "Discipline and Grievances at Work"** contains the following guidelines:

*"Preparing for the meeting, the [Resolution Manager] should:*

- (a) "consider whether similar grievances have been raised before, how they have been resolved and any follow-up action that has been necessary"*
- (b) consider arranging an interpreter where the employee has difficulty speaking English*
- (c) consider whether any reasonable adjustments are necessary for a person who is disabled and/or their companion*
- (d) consider whether to offer independent mediation.*

*In conducting the meeting the [Resolution Manager] should:*

- (a) remember that a grievance hearing is not the same as a disciplinary hearing and is an occasion when discussion and dialogue may lead to an amicable solution*
- (b) make introductions as necessary*
- (c) invite the employee to re-state their grievance and how they would like to see it resolved*
- (d) put care and thought into resolving grievances. They are not normally issues calling for snap decisions and the employee may have been holding onto the grievance for a long time. Make allowances for any reasonable "letting off steam" if the employee is under stress.*
- (e) consider adjourning the meeting if it is necessary to integrate new facts which arise*
- (f) sum up the main points*
- (g) tell the employee when they might reasonably expect a response if one cannot be made at that time."*

## 9. FALSE OR MALICIOUS ALLEGATIONS

Making a false or malicious allegation under this policy is a serious disciplinary offence which could result in dismissal for gross misconduct.

## PUBLIC INTEREST DISCLOSURE

You should be aware that a grievance may, in certain limited cases, amount to a protected disclosure under the Employment Rights Act (please see our **Public Interest Disclosure (Whistleblowing) policy** for further details). You will not be allowed to raise the same matter under both this policy and the **Public Interest Disclosure (Whistleblowing) policy**.



PRIVATE & CONFIDENTIAL – FORM GRP1  
NOTIFICATION OF FORMAL GRIEVANCE

Submitted by	Name:	
	Job Title:	

I wish to formally complain about the behaviour, conduct or decisions of:

- |                          |                                              |
|--------------------------|----------------------------------------------|
| <input type="checkbox"/> | Parents                                      |
| <input type="checkbox"/> | Pupils                                       |
| <input type="checkbox"/> | Staff (other than the Headteacher/Principal) |
| <input type="checkbox"/> | The Headteacher/Principal                    |
| <input type="checkbox"/> | A Governor                                   |
| <input type="checkbox"/> | The Chair of Governors                       |
| <input type="checkbox"/> | The Governors as a whole                     |
| <input type="checkbox"/> | A Trust employee not in school               |
| <input type="checkbox"/> | The Trust Executive Team                     |
| <input type="checkbox"/> | The Trust Chair                              |
| <input type="checkbox"/> | The Trust Board                              |

The details of my complaint are (where possible please identify dates, times and names):



EITHER I have attempted to resolve my grievance informally by (please detail your attempts at informal resolution) OR I have not attempted to resolve this matter informally because (delete where appropriate):

In considering my grievance, I ask you to consider speaking to the following:

In considering my grievance, I ask you to look at the following attached documents:

In considering my grievance, I ask you to look for the following documents:

The outcome I am seeking to resolve this grievance is:

During the period in which you investigate my grievance, I would like you to consider taking the following steps (if any):



My grievance does/does not\* include a complaint that I am subject to discrimination, bullying or harassment.

My grievance does/does not\* include a complaint that raises a child protection issue.

I will/will not\* need special help at my Resolution Meeting.

My Permitted Companion at the Stage 1 Resolution Meeting will be:

My Permitted Companion cannot attend a Resolution Meeting on the following dates/times:

I have read the Trust's Grievance Resolution policy and am aware that false, malicious or vexatious grievances may result in disciplinary action against me for gross misconduct. I am aware that the GRP1 may be forwarded to the Designated Safeguarding Lead and the Local Authority Designated Officer. I am aware that a report on the outcome of this grievance will be submitted to the Governors. I acknowledge that I must not disclose the fact of or content of this Form GRP1 to any employee or third party without the express consent of the Resolution Manager.

Signed:

Print name:

Date:

OFFICE USE ONLY

Received on:

Stage 1 Resolution Manager:

Received by Stage 1 Resolution Manager:

Resolution Meeting held:

Refer to Designated Safeguarding Lead: YES/NO

Refer to LADO: YES/NO

\* delete as appropriate



I wish to formally appeal against the Stage 1 Resolution Manager's decision.

I attach:

- ☐ A copy of my Form GRP1
- ☐ The Stage 1 Resolution Manager's Resolution Letter

I disagree with the Resolution Letter because:

I want the Stage 2 Resolution Manager to:

I will/will not\* need special help at the Stage 2 Resolution Meeting.

My Permitted Companion at the Stage 2 Resolution Meeting will be:



My Permitted Companion cannot attend a Resolution Meeting on the following dates/times:

Signed:

Print name:

Date:

OFFICE USE ONLY  
Received on:  
Stage 2 Resolution Manager:  
Received by Stage 2 Resolution Manager:  
Resolution Meeting held:

\* delete as appropriate



**POLICY TYPE: PRESCRIBED**  
**ACTION: FOR SCHOOL ADOPTION**

Approval Body: SDBEMAT BOARD  
Approval Date: SEPTEMBER 2022  
Version: 5 (SEPTEMBER 2022)  
Policy Ref: HRP08



**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## ORGANISATIONAL CHANGE POLICY



## 1. Introduction

- 1.1 Each of our Schools will, on a regular basis, review and revise how its employees are deployed in light of changes to pupil numbers, financing, government or diocesan initiatives, change in curriculum and change in subject popularity.
- 1.2 This may lead to organisational redesign that may result in changes to the roles and responsibilities of our employees (including the reduction in value or removal of TLRs or allowances), as well as the number of staff employed.
- 1.3 As the needs and expectations of statutory requirements and other circumstances change, there may be a need to remodel service delivery to match resources and skills against service requirements.
- 1.4 We expect each of our Schools to reduce any redundancies which may occur as a result of organisation change to a minimum, but changes outlined above may sometimes render redundancies unavoidable. This framework sets out our expectations of our Schools.
- 1.5 This framework applies regardless of the number of employees at risk.

## 2. General Principles

- 2.1 We are committed to creating as stable working environment as possible and are looking to reduce uncertainty experienced by employees during periods of transition. We will aim to do this through:-
  - a) Open and transparent decision making processes;
  - b) Clear, timely communication;
  - c) Dealing with change in a sensitive, fair and consistent manner; and
  - d) Maximising opportunities within the Trust for staff redeployment and retention of talent.
- 2.2 We expect each School to seek to:
  - a) Avoid compulsory redundancies where possible and, where this is not possible, to reduce the number of redundancies and mitigate their effects; and

- b) Consider freezes on recruitment, job sharing, reduced hours by mutual agreement, retraining & redeployment and voluntary redundancies as part of a response to financial or curriculum pressures but consistent with the need to deliver the best education possible for all children.
- c) Establish a Governors' Working Group to lead on any organisational change and to delegate appropriate powers to that Group to take decisions on behalf of the local Governing Body. The Group should be made up only of members of the Local Governing Body but may be supported by appropriate members of staff such as the School Business Manager.

## 3. Consultation

- 3.1 We expect each School to be committed to ensuring that full and meaningful consultation takes place with employees and recognised trade union representatives throughout any organisational change process.
- 3.2 For the purpose of any consultation process for organisational change the School must consult as follows:  
NEU, NASUWT, NAHT, GMB, UNISON, Unite, VOICE and ASCL.

This applies even if those unions do not have members in the School.

## 4. Support for Employees

- 4.1 We are committed to supporting employees during period of change and uncertainty and recognise the importance of early and open communication with employees.
- 4.2 Wherever possible, staff in groups which may be affected by changes will be briefed together, with representatives of the recognised trade unions also present.
- 4.3 Staff will then be given the opportunity to discuss their individual situation in confidence and will be able to be accompanied to formal individual meetings if they wish.

## 5. Preparation and Planning

- 5.1 Changes that impact on a large number of people are likely to be tied in with the school's annual planning process. Smaller scale or previously unforeseen changes



- will be identified by the Headteacher or senior manager within the School. In either event the proposals must be worked upon by the Governors' Working Group
- 5.2 We expect that any School preparing for organisational change will produce a Proposals Document in consultation with the Trust's central HR function which contains:
- a) An indication whether Section 188 TLCA applies to the proposed changes (i.e. 20 or more people at the School affected or when combined with the Trust). Irrespective of whether s188 applies the document should set out that the aim of the consultation is to reach agreement on ways and means of avoiding dismissals, reducing the number of dismissals and mitigating the consequences of dismissals.
  - b) Details of proposed changes including the number and descriptions of employees proposed to be dismissed as redundant and the total number of such employees).
  - c) If s188 applies, a statement setting out the "suitable information" about Agency Workers namely:
    - "The number of agency workers working temporarily for and under the supervision and direction of the employer.
    - The parts of the undertaking in which they are working.
    - The type work they are carrying out."
  - d) The rationale for the proposed changes.
  - e) The proposals for collective and individual consultation (see section 3 above) and implementation (including timescale) and including how to ensure consultation takes place with employees on maternity, paternity, adoption or other family leave or off sick and ensures that any notices of termination for teachers are received by the teachers well before the appropriate termination date for teachers.
  - f) The proposed selection criteria where there is a pool of potentially redundant employees, whether job matching will be used and whether restricted competitive interviews will be used (see section 6 below).
  - g) Details of any skills audit process.
  - h) The job descriptions for any revised or new posts.
  - i) Details of any voluntary redundancy process noting that there is no guarantee that an applicant for voluntary redundancy will be granted it.
  - j) An indication of the basis for calculating redundancy payments. (see section 7 below).
  - k) Cost implications (where appropriate) e.g. Gross financial savings, possible strain costs under the LGPS and possible costs of redundancies.
  - l) The proposed process for redeployment and advertising vacancies (see section 8 below).
  - m) A statement that bumped redundancies (i.e. where a junior colleague is displaced from a role which is not redundant so that a senior colleague whose role is redundant can take that role instead of being dismissed) will be not considered because they run the risk of the senior colleague leaving to find higher paid or higher status employment and leaving the School with a vacancy.
  - n) A statement indicating which employees on maternity leave or shared parental leave may be affected and explaining the rights of such employees to be offered any suitable alternative employment. For employees not on such leave we expect Schools to consider suitability for the role on the basis of an interview or assessment.
  - o) An indication of the impact of salary safeguarding provisions in the STPCD for those employees for whom the STPCD is a source of contractual terms as a result of either TUPE or post-academy conversion contracts.
  - p) An indication of the impact of any salary safeguarding provisions for support staff that may have been transferred to the Trust under TUPE or agreed in post-academy conversion contracts.
  - q) An indication of the rights to time off to look for alternative employment and that these will be granted to all employees affected not just those with 2 years service.

- r) Membership of the Appeals Panel (see section 9 below)
  - s) A timetable for the process including for provisional dates for appeals. (see Appendix 1 for an outline timetable – this is for guidance only and is not mandatory). The timetable should balance the need to minimise a destabilising period with the need to ensure a fair process is adopted. This should include a minimum period of two weeks notice to unions of any consultation meeting and a minimum of a four week formal consultation period from the date of the first meeting.
- 5.3 The responsibility for producing the draft Proposals Document will rest with the Governors' Working Group.
- 5.4 A first draft of the Proposals Document must be approved by Governors' Working Group.

**5.5 We require the first draft Proposal Document to be submitted to our Executive Team for comment and approval BEFORE it is shared with the staff and the unions.**

**6. Selection Criteria**

- 6.1 We expect all our Schools to use objective and transparent selection criteria appropriate to each particular organisational change aimed at ensuring the School has the best workforce possible to deliver an outstanding education and to ensure:
- a) No indirectly unlawful discriminatory criteria are used.
  - b) Compliance with the rules on avoiding less favourable treatment for Fixed Term employees. The non-renewal of fixed term is a dismissal for the purposes of unfair dismissal law.
  - c) Where data is used it is verifiable and complete with particular attention to ensure that people off-sick or on maternity leave are not prejudiced.
  - d) Reasonable adjustments are considered to deal with disability issues.

Our preference is to use job matching and competitive interviews/assessments rather than scoring matrices.

6.2 As part of the consultation process, we will consult with Trade Unions on the selection criteria to ensure that these are fair, clear and transparent.

**7. Redundancy Payments**

- 7.1 The Trust expects Schools to honour any contractual entitlement to enhanced redundancy payments.
- 7.2 The Trust expects Schools to verify whether there is such a contractual entitlement before making any commitment to pay an enhanced redundancy payment.
- 7.3 In the absence of any evidence of a contractual entitlement, the Trust expects Schools to pay statutory redundancy only (see Appendix 2).
- 7.4 In cases of applications for voluntary redundancy, the Trust will base the redundancy payment on actual weekly pay instead of restricting it to the upper earnings cap.
- 7.5 Any payment above the minimum entitlement (whether contractual or statutory) must only be paid in return for the signature of a Settlement Agreement.

**8. Redeployment**

- 8.1 All external vacancies in our other schools will be advertised on the Trust's website.
- 8.2 The School will email all the headteachers in the Trust's other Schools to ask them to identify any vacancies which may arise in other Schools before or shortly after the intended termination date.
- 8.3 Any employee given notice of termination on grounds of redundancy will have the option of their CV being circulated to the Headteachers of other schools by the School. This does not prevent the need for a formal application form for a particular job. It is intended to alert Headteachers to people who may be able to fill upcoming roles.
- 8.4 Any employee given notice of selection for redundancy will be guaranteed an interview during the notice period for any post for which they apply at another Trust school provided they meet the person specification for the role, after reasonable adjustments are made for any disability.
- 8.5 An employee who is redeployed will be given a suitable time for a trial period in the new role. Should this not be successful they will revert back to being at risk of redundancy.



- 8.6 Any appointment to a role at another of our schools will be on the basis of the salary offered for that post by that other school.
- 8.7 If an employee is redeployed to another school on a fixed term post, they will at the expiry of that fixed term be treated as being made redundant (subject to further attempts at redeployment) and the cost of any redundancy will be met by the original School.

## **9. Appeals Panel**

- 9.1 The Proposals Document should identify the membership of the Appeals Panel and confirm that appeals against dismissal on grounds of redundancy should be presented within 5 working days.
- 9.2 At the point of appeal, the appellant will be provided with relevant anonymised selection data to enable them to prepare and present their case.
- 9.2 The panel should have at least two members. No panel member shall have been a member of the Working Group. No panel member shall be a staff governor on a local governing body.
- 9.3 The panel members shall be drawn from the School's local governing body, the local governing bodies of other Schools in the Trust and the Trust's Board.
- 9.4 The decision of the Appeals Panel is final.



## Appendix 1 Outline Timetable

Governors identify need for Org Change and establish Working Group	
Working Group prepares draft Proposals Document	
Draft PD submitted to Trust Exec Team for approval	
Briefing to staff and unions and circulation of PD	
Collective consultation meetings	
Individual Consultation meetings	
[VR & Skills Audit]	
Revised PD and consultation feedback considered by WG	
Further consultation if appropriate	
[VR & Skills Audit]	
Final PD issued	
Implementation stage (including selection, interviews, redeployment meetings)	
Notice of Redundancy delivered	
Deadline for Appeals	
Provisional date for Appeal Hearing	
Date notice expires	
Date for RPMO declaration	
Date for Redundancy Payments	

Continuous Service (Years)																				
Age	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
18 <sup>1</sup>	1																			
19	1	1½																		
20	1	1½	2																	
21	1	1½	2	2½																
22	1	1½	2	2½	3															
23	1½	2	2½	3	3½	4														
24	2	2½	3	3½	4	4½	5													
25	2	3	3½	4	4½	5	5½	6												
26	2	3	4	4½	5	5½	6	6½	7											
27	2	3	4	5	5½	6	6½	7	7½	8										
28	2	3	4	5	6	6½	7	7½	8	8½	9									
29	2	3	4	5	6	7	7½	8	8½	9	9½	10								
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11							
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12						
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13					
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14				
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15			
35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16		
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17	
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½	
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18	
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½	
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18½	19	
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½	
42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	
45	3	4½	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	
47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	

Continuous Service (Years)																				
Age	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24	
50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½	
51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25	
52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½	
53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26	
54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½	
55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27	
56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½	
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28	
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½	
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29	
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½	
61 <sup>2</sup>	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	30	

#### Statutory redundancy pay rates:

These are based on an employee's age and length of employment and are counted back from the date of dismissal.

Employees get:

- 1.5 weeks' pay for each year of employment after their 41st birthday
- a week's pay for each year of employment after their 22nd birthday
- half a week's pay for each year of employment up to their 22nd birthday

Length of service is capped at 20 years and weekly pay is capped at £525. The maximum amount of statutory redundancy pay is £15,750

<sup>1</sup>It is possible that an individual could start to build up continuous service before age 16, but this is likely to be rare, and therefore the table starts from age 18.

<sup>2</sup> The same figures should be used when calculating the redundancy payment for a person aged 61 and above.



POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

Approval Body: SDBEMAT BOARD  
Approval Date: SEPTEMBER 2022  
Version: 5 (SEPTEMBER 2022)  
Policy Ref: HRP09



**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## NON-SICKNESS ABSENCE POLICY

## 1. ABOUT THIS NON-SICKNESS ABSENCE POLICY

- 1.1 This policy sets out our arrangements for non-sickness absence under the following headings:
  - (A) Compassionate Leave;
  - (B) Discretionary Leave;
  - (C) Time off for Public Duties;
- 1.2 In this policy **Near Relative** refers to spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.
- 1.3 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

### (A) COMPASSIONATE LEAVE

This section deals with Compassionate leave, which is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.

## 1. ENTITLEMENT TO COMPASSIONATE LEAVE

- 1.1 You are entitled to take paid Compassionate leave of up to **5 working days** in any **12-month** period in respect of a Near Relative.
- 1.2 We may exercise our discretion to grant a period of unpaid compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.
- 1.3 If you are still unable to return to work following an authorised period of compassionate leave you should contact your Headteacher or our Executive Team. It may be appropriate to take a period of annual leave, subject to approval by your Headteacher, or we may at our discretion grant you further unpaid leave in those circumstances.

## 2. REQUESTING COMPASSIONATE LEAVE

- 2.1 We recognise that it may not always be possible to request compassionate leave well in advance. However, where it is possible, you should make a request to your Headteacher or our Executive Team at least **5 working days** before the start of the proposed compassionate leave. You should tell them the reasons for your request and the number of days leave you would like to take.
- 2.2 Where it is not possible to request leave **5 working days** in advance you should contact your Headteacher or our Executive Team as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.
- 2.3 In exceptional circumstances we may have to refuse a request for compassionate leave and will give you a written explanation of the reasons. If you are dissatisfied with this decision you may appeal to the Chair of Governors or our Executive Team in writing within 1 working day of receiving our written reasons.

### (B) DISCRETIONARY LEAVE

We may at our discretion provide up to **5 days** paid discretionary leave and up to **5 days** unpaid discretionary paid leave in any **12 month** period for unplanned or unavoidable events which take place during term-time and not falling within other sections of this policy.

## 1. EXAMPLES OF CIRCUMSTANCES WHERE DISCRETIONARY LEAVE MAY BE GRANTED

- 1.1 Moving House;
- 1.2 Job Interviews within the Education Sector;
- 1.3 Visiting a new School during term-time prior to taking up appointment;
- 1.4 Attendance at a degree ceremony for yourself or a Near Relative;
- 1.5 Attendance at medical/dental appointments which cannot be taken outside working hours;
- 1.6 Religious observance which falls within term time and where annual leave cannot be taken.





## 2 CIRCUMSTANCES WHERE DISCRETIONARY LEAVE WILL NOT BE GRANTED

- 2.1 Weddings taking place during term-time.

## 3 LEAVE FOR CIVIL/CRIMINAL WITNESSES

- 3.1 Giving evidence in a case against the Trust by someone else – paid time off as part of duties.
- 3.2 Giving evidence in a case against the Trust brought by the employee – paid time off as equitable employer behaviour.
- 3.3 Giving evidence in a criminal case (other than against the employee) – paid time off provided that there is a witness order/summons and only for the balance not covered by any relevant expenses scheme in operation.
- 3.4 Giving evidence in a civil case – unpaid time off provided that there is a witness or the employee is the Claimant or Defendant.

## 4 APPLYING FOR DISCRETIONARY LEAVE

- 3.1 If you wish to apply for Discretionary leave you should complete the Form NSAP D1.
- 3.2 For term-time religious observance the application for Discretionary leave must be made at least **4 working weeks** before the intended absence.
- 3.3 For all other issues the application must be made at least one working week before the intended absence.

## (C) TIME OFF FOR PUBLIC DUTIES

We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with our operational needs.

### 1. JURY SERVICE

- 1.1 You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons if requested. Depending on the demands of the School we may request that you apply to be excused from or defer your jury service.
- 1.2 You will be paid your full normal pay for the duration of your jury service.

## 2. VOLUNTARY PUBLIC DUTIES

- 2.1 Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.
- 2.2 If you are unsure whether a public service you perform is covered you should speak to the Executive Team.
- 2.3 As soon as you are aware that you will require time off for performance of a public service you should notify your Headteacher or our Executive Team in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.
- 2.4 Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the School.

## 3. RESERVE FORCES DUTIES

- 3.1 We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training.
- 3.2 We are under no obligation to offer leave (either paid or unpaid) for reservists to undertake training. You should use existing holiday entitlement to meet training commitments.
- 3.3 If we receive notice that you have been called-up for active service we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to the School (which could not be prevented by the grant of financial assistance).
- 3.4 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.



- 3.5 If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable.
- 3.6 When calculating the length of your continuous employment with us, the period of absence on military service will not be counted. The period of employment before your mobilisation and the period after your reinstatement will be treated as continuous.



**POLICY TYPE: PRESCRIBED**  
**ACTION: FOR SCHOOL ADOPTION**

Approval Body: SDBEMAT BOARD  
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**Southwark Diocesan**  
**Board of Education**  
**Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## PUBLIC INTEREST DISCLOSURE

## 1. ABOUT THIS POLICY

- 1.1 We are committed to conducting our operations with honesty and integrity, and expect all employees, 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.
- 1.2 The aims of this policy are:
- (a) to encourage employees, governors, directors, officers and suppliers to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected;
  - (b) to provide employees, governors, directors, officers and suppliers with guidance as to how to raise those concerns;
  - (c) to reassure employees, 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.
- 1.3 This policy takes account of the **Whistleblowing Arrangements Code of Practice (2008)** issued by the British Standards Institute and **Public Concern at Work** (the independent whistleblowing charity), the **Whistleblowing Commission's Code of Practice (2013)** and the revisions to the law introduced by the Enterprise and Regulatory Reform Act 2013 from 25 June 2013.
- 1.4 This policy take account of the provisions on whistleblowing contained in the **ESFA's Academies Handbook**.
- 1.5 The following persons hold the following roles for the **ESFA's Academies Handbook**:
- Accounting Officer: Jane Heffernan*  
*Chief Financial Officer: Felicia Fasokun*  
*Vice Chair of Board:* (Responsible Officer in the rest of policy): **Ven Alistair Cutting**

## 2. SCOPE

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

## 3. WHAT IS WHISTLEBLOWING?

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

- (a) criminal activity;
- (b) miscarriages of justice;
- (c) danger to health and safety;
- (d) damage to the environment;
- (e) failure to comply with any legal or professional obligation or regulatory requirements;
- (f) bribery;
- (g) financial fraud or mismanagement;
- (h) negligence;
- (i) breach of our internal policies and procedures;
- (j) conduct likely to damage our reputation;
- (k) unauthorised disclosure of confidential information or other activity;
- (l) malpractice in relation to public examinations; or
- (m) the deliberate concealment of any of the above matters.

3.2 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.

- 3.3 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 Resolution policy**, the relevant appeal process under our specific employment policies or (for parents and members of the public) the **Complaints policy**.

- 3.4 If you have any concerns relating to child protection or safeguarding you should raise these under the appropriate policies.

- 3.5 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 at the end of this policy) and your trade union.

#### 4. RAISING A WHISTLEBLOWING CONCERN

- 4.1 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.

- 4.2 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 Executive Team or Responsible Officer. Contact details are set out at the end of this policy.

- 4.3 We will arrange a meeting with you as soon as possible to discuss your concern.

- 4.4 At this meeting we will:

- (a) give you an assurance that you will not suffer detriment for having raised a concern unless it is later proved that the information provided was known by you to be false;
- (b) give you an assurance that your identity will be kept confidential if you so request (unless disclosure is required by law);
- (c) tell you how and by whom the concern will be handled;
- (d) give you an estimate of how long the investigation will take;

- (e) tell you that if you believe that you are suffering a detriment for having raised a concern, you should report this; and

- (f) tell you that you are entitled to take independent advice.

- 4.5 You may bring a Permitted Companion to any meetings under this policy (see pages 2-3). Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

- 4.6 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.

#### 5. CONFIDENTIALITY

- 5.1 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.

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

- 5.3 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.

- 5.4 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.

#### 6. EXTERNAL DISCLOSURES

- 6.1 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.



6.2 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.

6.3 Our understanding is that the Education and Skills Funding Agency is not a prescribed person for the purposes of Section 43F of the Employment Rights Act 1996 and that the ESFA 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.

6.4 We believe that the bodies listed at **Appendix 1** are the prescribed persons for the areas which may relate to us. A whistleblower will only have protection for a disclosure to a prescribed person if they reasonably believe

(a) disclosure is in the public interest; and

(b) the relevant wrongdoing falls within the description of the matter in respect of which that person is prescribed; and

(c) the information disclosed and allegation contained in it are substantially true.

6.5 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.

6.6 The **NSPCC whistleblowing helpline** is available for staff who do not feel able to raise concerns regarding child protection failures internally. Staff can call 0800 028 0285 or email: [help@nspcc.org.uk](mailto:help@nspcc.org.uk)

## 7. INVESTIGATION AND OUTCOME

7.1 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.

7.2 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.

7.3 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.

7.4 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**.

7.5 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.

## 8. IF YOU ARE NOT SATISFIED

8.1 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.

8.2 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.

## 9. PROTECTION AND SUPPORT FOR WHISTLEBLOWERS & OTHER STAFF

9.1 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.

9.2 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 Resolution policy**.



- 9.3 Staff must not threaten or retaliate against whistleblowers in any way. Such conduct will be a breach of our Disciplinary policy and may lead to dismissal for gross misconduct. In some cases the whistleblower may sue you personally for compensation in an employment tribunal.
- 9.4 Teaching staff, whether the whistleblower or the subject of a whistleblowing allegation, may seek support from the **Education Support Partnership 24 hour Support Line**, whose contact details are at the end of this policy.
- 9.5 Staff who are the subject of a whistleblowing allegation:
- (a) are entitled to be accompanied at any meetings by a Permitted Companion (see pages 2-3);
  - (b) are not entitled to know the identity of the whistleblower;
  - (c) are entitled to see and approve any final statements made by them as part of an investigation; and
  - (d) 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

## 10. RESPONSIBILITY FOR SUCCESS OF THIS POLICY

- 10.1 Our Board has overall responsibility for this policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this policy.
- 10.2 Our Executive Team 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.
- 10.3 The Responsible Officer shall annually audit the effectiveness of this policy by reviewing:
- (a) a record of the number and types of concerns raised and the outcomes of investigations;
  - (b) feedback from individuals who have used the arrangements;

- (c) any complaints of victimisation;
- (d) any complaints of failures to maintain confidentiality;
- (e) other existing reporting mechanisms, such as fraud, incident reporting or health and safety reports;
- (f) other adverse incidents that could have been identified by staff (e.g. consumer complaints, publicity or wrongdoing identified by third parties);
- (g) any relevant litigation; and
- (h) staff awareness, trust and confidence in the arrangements.

This shall be reported to the Board.

- 10.4 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.
- 10.5 This policy will be made available to all employees and governors by way of the intranet and will be drawn to the attention of new employees and governors as part of their induction.

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



## 11 CONTACTS

Vice Chair of Trust Board ("Responsible Officer")	The Venerable Alastair Cutting <a href="mailto:Alastair.cutting@southwark.anglican.org">Alastair.cutting@southwark.anglican.org</a>
Accounting Officer	Jane Heffernan <a href="mailto:jane.heffernan@southwark.anglican.org">jane.heffernan@southwark.anglican.org</a>
Public Concern at Work (Independent whistleblowing charity)	Helpline: (020) 7404 6609 Email: <a href="mailto:whistle@pcaw.co.uk">whistle@pcaw.co.uk</a> Website: <a href="http://www.pcaw.co.uk">www.pcaw.co.uk</a>
Education Support Partnership	Support Line 08000 562 561

### Appendix 1 – Relevant Prescribed Persons

Certification Officer.	Fraud, and other irregularities, relating to the financial affairs of trade unions and employers' associations.
Charity Commissioners for England and Wales.	The proper administration of charities and of funds given or held for charitable purposes.
Commissioners of the Inland Revenue.	Income tax, corporation tax, capital gains tax, petroleum revenue tax, inheritance tax, stamp duties, national insurance contributions, statutory maternity pay, statutory sick pay, tax credits, child benefits, collection of student loans and the enforcement of the national minimum wage.
Comptroller & Auditor General.	The proper conduct of public business, value for money, fraud and corruption in relation to the provision of centrally-funded public services.
Director of the Serious Fraud Office.	Serious or complex fraud.
Environment Agency.	Acts or omissions which have an actual or potential effect on the environment or the management or regulation of the environment, including those relating to pollution, abstraction of water, flooding, the flow in rivers, inland fisheries and migratory salmon or trout.
Food Standards Agency.	Matters which may affect the health of any member of the public in relation to the consumption of food and other

	matters concerning the protection of the interests of consumers in relation to food.
Children's Commissioner	Matters relating to the views and interests of children.
Health and Safety Executive.	Matters which may affect the health or safety of any individual at work; matters, which may affect the health and safety of any member of the public, arising out of or in connection with the activities of persons at work.
Local authorities which are responsible for the enforcement of health and safety legislation.	Matters which may affect the health or safety of any individual at work; matters, which may affect the health and safety of any member of the public, arising out of or in connection with the activities of persons at work.
Information Commissioner.	Compliance with the requirements of legislation relating to data protection and to freedom of information.
Pensions Regulator	Matters relating to occupational pension schemes and other private pension arrangements including matters relating to the Regulator's objective of maximising compliance with the duties under Chapter 1 of Part 1 (and the safeguards in sections 50 and 54) of the Pensions Act 2008 .
Office of Qualifications and Examinations Regulation.	Matters in relation to which the Office of Qualifications and Examinations Regulation exercises functions under the Apprenticeships, Skills, Children and Learning Act 2009
Local authorities	Compliance with the requirements of food safety legislation.
A Member of Parliament	All matters for which any other person is a prescribed person.





POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

Approval Body: SDBEMAT BOARD  
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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## SICKNESS ABSENCE POLICY

## 1. SCOPE OF THIS POLICY

- 1.1 This policy is designed to establish a framework for the effective management of staff sickness absence taking into account both the welfare of employees by supporting them and our requirements to deliver an effective education to our pupils.
- 1.2 The Southwark Diocesan Board of Education Multi-academy Trust has a duty to be fair and consistent in any dealings with members of staff who are the employees. This is particularly important in Church schools, where the network of personal relationships within the school community has as its starting point the Christian gospel, which recognises the uniqueness and value of the individual.
- 1.3 For the avoidance of doubt this policy may be used concurrently with our **Capability policy** and our **Disciplinary policy**.
- 1.4 In this policy, “**Absence Contact**” means:
- (a) our Executive Team if you are a Headteacher;
  - (b) your Headteacher if you are a member of the teaching staff or School Business Manager;
  - (c) your Headteacher deputy Headteacher if you are a member of support staff;
  - (d) our Executive Team if you are a member of central Trust staff;
  - (e) the CEO if you are on the Executive Team; or
  - (f) the Trust Chair if you are our CEO.

## 2. GENERAL PRINCIPLES

We expect every School to:

- (a) address sickness absence;
- (b) always monitor attendance;
- (c) ensure proactively that short term absences do not go unrecorded;

- (d) take swift supportive action if the absence is work related;
- (e) keep accurate, up to date, employee attendance records;
- (f) develop and maintain an atmosphere and conditions that encourage people to come to work;
- (g) deal with each person as an individual;
- (h) handle attendance problems promptly and sensitively, in a supportive manner;
- (i) treat all staff fairly and consistently;
- (j) keep governors and our Executive Team informed about the School’s sickness absence rate;
- (k) seek support and advice from HR.

## 3. YOUR OBLIGATIONS

You are expected to:

- (a) comply with the sickness notification process in place for your workplace;
- (b) ensure medical advice and treatment, where appropriate, is received as quickly as possible in order to facilitate a return to work;
- (c) keep in regular reasonable touch (consistent with your medical condition) and inform your Absence Contact of any significant developments affecting the period of absence, and
- (d) attend medical appointments promptly.

## 4. SICKNESS NOTIFICATION

- 4.1 You must notify us of your sickness absence in accordance with the process adopted at your workplace which will ordinarily be by **7am** on a School Day.
- 4.2 Brief details of the reason for absence and, if possible, some indication of a return to work date should be given during this contact. Ideally, the position in relation to



current workload should be discussed in order to help us make appropriate cover arrangements.

- 4.3 If your absence is the result of an accident or an injury sustained at work, then this information must be made known. You should indicate if the incident has been reported, when it was reported and to whom.
- 4.4 If you fall ill during the working day you may only leave work after notifying your line manager or other senior person.
- 4.5 If you are still unfit for work after **three successive working days** you must once again inform your Absence Contact on the fourth day as to the likely duration of the absence.
- 4.6 You are required to complete a self-certificate to cover every day of absence, including half days.
- 4.7 A doctor's Statement of Fitness for Work must be provided by all staff where sickness absence lasts beyond **7 calendar days**. The doctor's statement must be forwarded to your Absence Contact to reach them on or before the eighth day of absence.
- 4.8 If more than one doctor's statement is required for any period of absence, you must keep your Absence Contact informed of developments and make them aware of this before the expiration of the previous statement. This is to ensure that our educational needs are fulfilled and to give you the opportunity to indicate if there are any ways in which we can support you and to give you the opportunity (if you wish it) to be kept up to date with developments at work.
- 4.9 The requirement for weekly contact may be relaxed if a doctor's Statement of Fitness for Work indicates that such contact would inhibit your return to work or by agreement with you.

## 5. RETURN TO WORK DISCUSSIONS

- 5.1 After every absence your Absence Contact must, before you begin to undertake duties, discuss with you:
  - (a) the reasons for your absence (see 5.4 below);
  - (b) the appropriate notification has been completed;

- (c) your fitness to work; and
  - (d) whether there are any issues which require particular support from us.
- 5.2 A record of this discussion should be placed on your personnel file. The Trust will provide a standard form.
  - 5.3 Your Absence Contact may use the return to work discussion as an opportunity to bring you up to date with developments at work during your absence.
  - 5.4 If you consider the reason for your absence is medically sensitive you may instead disclose the reason for your absence to the Headteacher Business Manager or our Executive Team as appropriate.

## 6. OCCUPATIONAL HEALTH REFERRAL

- 6.1 We may at any time refer you to Occupational Health for an assessment of:
  - (a) your health;
  - (b) its impact on your attendance or on your punctuality;
  - (c) its impact, if any, on any alleged misconduct;
  - (d) its impact on your fitness to perform the duties required by your employment;
  - (e) its impact on your ability to attend formal meetings or interviews under this or any other policy particularly in the light of the guidance at page 20 of the **Health and Work Handbook** produced by the Faculty of Occupational Medicine, Royal College of General Practitioners, Society of Occupational Medicine (<http://www.rcgp.org.uk/pdf/healthandworkhdbook.pdf>); and
  - (f) what steps we could take to improve your health and/or attendance.
- 6.2 You are required to cooperate with such referrals.
- 6.3 If you decide not to engage with the Occupational Health referral we will proceed to make decisions without the benefit of Occupational Health advice.
- 6.4 Before making any decision to dismiss on notice under this Sickness Absence policy we will have referred you for at least one occupational health assessment.



6.5 There is no right of appeal against a referral to Occupational Health.

## 7. ABSENCE REVIEWERS AND APPEAL PANELS

The table below sets out the normal level of delegation for dealing formally with absence due to sickness or ill health.

A panel will comprise of no less than two SDBE MAT Governors.

Your Level	Informal Return to Work meetings	Stage 1 Formal Meeting	Stage 2 Formal Meeting	Final Stage Meeting	Appeal Meeting
School's Headteacher	Chair of School Governors or our Executive Team's nominee	Chair of School Governors or our Executive Team's nominee	Chair of School Governors or our Executive Team's nominee	A panel of our Executive Team or their nominee	A panel of our Executive Team or their nominee
Other School Leadership Staff	School's Headteacher	School's Headteacher	School's Headteacher	A panel of School Governors or nominee	A panel of School Governors or nominee
Other School Staff	School's Headteacher or their nominee	School's Headteacher or their nominee	School's Headteacher or their nominee	A panel of School Governors	A panel of School Governors
Non-School Trust staff other than CEO	A member of our Executive Team or their nominee	A member of our Executive Team or their nominee	A member of our Executive Team or their nominee	A panel of the Trust Board	A panel of the Trust Board
Our CEO	Trust Chair or nominee	Trust Chair or nominee	Trust Chair or nominee	A panel of the Trust Board	A panel of the Trust Board

## 8. PERSISTENT INTERMITTENT ABSENCE

- 8.1 Persistent intermittent sickness absence can be defined as frequent short-term absences from work that are normally sporadic and attributable to minor ailments, in many cases unconnected.
- 8.2 Managerial problems are created by the frequency of the absence and the reasons behind the absence. It can only be addressed effectively through proper monitoring systems and effective management action.

### Triggers

- 8.3 Whilst each case of sickness absence should be considered individually (for example where the absence is unlikely to recur no Formal Absence Review Meeting would be

appropriate), the following triggers will normally lead to a Formal Absence Review Meeting:

- (a) sickness absence of **12 occasions** in any **12 month period**;
- (b) sickness absence of **eight occasions** in any **6 month period**;
- (c) sickness absence of **four occasions** in any **3 month period**; or
- (d) any levels of absence which show a trend or pattern e.g. Friday – Monday absences, monthly dates (e.g. last Friday every month) and any other notable dates.

8.4 In this context, occasion is taken to mean one working day or part therefore. This would mean that, should a member of staff be absent for half of a working day, this would count as an occasion. For part-time staff, the trigger points would be the equivalent periods, based on the number of hours worked. The periods of time should be measured from the first day of the week in which the first absence occurred.

8.5 It must be emphasised, however, that these trigger points are only a guide. The Headteacher and Governors must be flexible when considering the circumstances of each case. If an employee suffers from a known medical condition or is suffering from recurring problems as a result of an operation, then it may be unnecessary to subject the employee to a formal monitoring procedure.

8.6 Advice should be sought from HR where an individual may have an underlying medical condition so that the Trust is compliant with its duties under the Equality Act 2010.

## 9. LONG TERM ABSENCE

9.1 Long-term absence occurs where you are absent from work for at least **6 working weeks** as the result of a serious health problem. It can normally be distinguished from frequent intermittent absence in that it tends to be continuous and usually can be traced to an underlying medical condition. In addition to Formal Absence Review Meetings there may be informal monitoring meetings with your line manager and/or a member of the senior leadership team, particularly around phased returns to work or consideration of ill health retirement.



- 9.2 Where an individual is absent on a long term basis due to a disability, a referral should be made to Occupational Health before they return to work so that relevant reasonable adjustments can be made.
- 9.3 In cases where an individual is suffering from cancer an Occupational Health referral should be made so advice on support can be provided.

### Trigger

- 9.4 An absence lasting **6 working weeks** will normally lead to a Formal Absence Review Meeting. This may be delayed depending on the nature of the illness.

## 10. FORMAL ABSENCE REVIEW MEETINGS

- 10.1 At least **5 working days** before a Formal Absence Review Meeting, the Absence Reviewer or Panel shall send you an Absence Report:
- (a) setting out your absences from work indicating the reasons given for the absence;
  - (b) setting out any suggestions made by you or us for support to make reasonable adjustments to working arrangements that could reduce your absence or assist your return to work; and
  - (c) including copies of self-certificates, Statements of Fitness to Work from your doctor and all medical reports including those from Occupational Health.
- 10.2 At a Formal Absence Review Meeting you will have the opportunity to:
- (d) present any medical evidence in your possession or other evidence referring to any other underlying cause;
  - (e) make suggestions about managing your return to work including any phased return to work or change in hours; and
  - (f) make suggestions of support or other reasonable adjustments that could be made.

## 11. FORMAL RESPONSES

- 11.1 The Absence Reviewer may (in addition to making a further occupational health referral) undertake the following formal responses:

Where there are no ongoing concerns and it is unlikely that there will be any further sickness absences in the future, the reviewing manager may decide to take no further action.

### Reasonable adjustments to working arrangements

These will vary on a case by case basis depending on the medical condition identified e.g. phased return to work, change in work station, support of a colleague, counselling.

### A First Written Caution

- (a) in the context of a persistent intermittent absence a Stage 1 Written Caution is a caution that if you are absent from work for **four or more days** in the period of the next **six months**, you will be at risk of a Stage 2 Final Written Caution.
- (b) In the context of a long term sickness absence a Stage 1 Written Caution is a caution that if you are not fully back to work within between **6 to 12 working weeks** there will be a further Formal Absence Review Meeting. The precise number of working weeks will be set by reference to the available medical evidence.

### A Stage 2 Final Written Caution (only if you have breached a Stage 1 Written Caution)

- (c) In the context of a persistent intermittent absence this is a caution that if you are absent from work for **2 or more days** (other than on authorised leave) in the period of the next **four months** you may be at risk of a dismissal.
  - (d) In the context of long term sickness absence this is a caution that if you are not fully back to work within between **4 to 12 working weeks** you will be referred to the Final Absence Reviewer which could lead to termination of employment. The precise number of working weeks will be set by reference to the available medical evidence.
- 11.2 The Absence Panel may undertake the following response, only after you have breached a Stage 2 Final Written Caution:

### Dismissal with Notice

In coming to such a decision in relation to a case of persistent intermittent absence the Absence Panel will consider:



- (a) the total absence and pattern of absence;
- (b) the available medical prognosis;
- (c) advice from occupational health;
- (d) the reasons advanced for the absence;
- (e) how long you have worked for us;
- (f) what additional demands has the persistent intermittent absence generated for other employees and the School;
- (g) whether other reasonable adjustments have been considered; and
- (h) whether other reasonable adjustments have been made and if so whether they were effective.

In coming to such a decision in relation to a case of long term absence the Absence Panel will consider:

- (a) the available medical prognosis;
- (b) advice from occupational health;
- (c) is complete recovery likely and, if so, when;
- (d) how long you have worked for us;
- (e) what additional demands has the absence generated for other employees;
- (f) whether alternative employment or a transfer is available, suitable and acceptable;
- (g) whether Ill-Health Retirement under the LGPS or TPS has been explored;
- (h) whether other reasonable adjustments have been considered; and
- (i) whether other reasonable adjustments have been made and if so whether they were effective.

- 11.3 You may appeal against a written caution by writing to original decision maker within **5 working days** of being sent the caution.
- 11.4 You may appeal against a dismissal on notice by writing to the original decision maker within **5 working days** of being sent the notification of termination.
- 11.5 The fact of the appeal does not delay the commencement of any period under any caution or of any notice period.
- 11.6 If your contract contains a payment in lieu of notice clause we may exercise that clause to bring your contract to an end with immediate effect.
- 11.7 Any appeal against a caution should normally be heard by the Appeal Panel within **10 working days** of receipt your appeal, and **20 working days** for an appeal against dismissal.

## 12. PERMITTED COMPANION

You may bring a Permitted Companion to a formal Review Meeting which may be a willing workplace colleague or trade union representative



POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## STAFF PENSIONS DISCRETIONS POLICY

## 1. SCOPE

- 1.1 This policy applies to all Administering Authorities for the various LGPS funds where we are “Scheme Employer” in relation to the LGPS.
- 1.2 In accordance with Regulation 60 of the Local Government Pension Scheme Regulations 2013 (the “2013 Regulations”), we must prepare a written statement of our policy in relation to the exercise of our functions under Regulations:
  - (a) 16(2)(e) and 16(4)(d) (funding of additional pension);
  - (b) 30(6) (flexible retirement);
  - (c) 30(8) (waiving of actuarial reduction); and
  - (d) 31 (award of additional pension).
- 1.3 In addition and in accordance with Paragraphs 2(2) of Schedule 2 to the Local Government Pension Scheme (Transitional Provisions, Savings & Amendment) Regulations 2014 we must also prepare a written statement on whether, in respect of benefits relating to pre 1st April 2014 membership, to ‘switch on’ the 85 year rule for a member who voluntarily retires (leaves employment) and elects to draw their benefits on or after the age of 55 and before the age of 60 thereby agreeing to waive in full or part any actuarial reduction applied to the member’s benefits.
- 1.4 In accordance with Regulation 14 of the Local Government Pension Scheme (Discretionary Payments) (Injury Allowances) Regulation 2011, we must formulate, publish and keep under review the policy that we apply in the exercise of our discretionary powers to make any award under the Regulations. The statements at Paragraphs 1.2., 1.3 and 1.4 are collectively the **LGPS Statement**.
- 1.5 We must send a copy of our LGPS Statement to the Administering Authority and must publish it, which we will do on our internal website.
- 1.6 We must keep our LGPS Statement under review and make such revisions as are appropriate following a change of policy. We will review it in March each year.
- 1.7 Where a revision to the LGPS Statement is made, we must send a copy of the revised version to relevant Administering Authority before the expiry of **one month** beginning with the date that any such revision is made. We must also publish the revised version.

- 1.8 In preparing, or reviewing and making revisions to the LGPS Statement, we must have regard to the extent to which the exercise of our discretionary functions could lead to a serious loss of confidence in the public service.
- 1.9 Whilst it is compulsory for us to prepare the LGPS Statement, there are a number of other discretions available to us which do not require such a statement of policy to be made. We have decided to make a statement of policies in relation to these matters.
- 1.10 In addition we have added to this policy a statement about discretions associated with the Teachers’ Pension Scheme.
- 1.11 Whenever we exercise a discretion in relation to the LGPS or employees eligible to join the LGPS, to the TPS or employees eligible to join the TPS, we do not intend to create any custom or practice fettering our future exercise of that discretion.

## 2. TEACHERS’ PENSIONS DISCRETIONS

- 2.1 We have discretions under Part V of the Teachers (Compensation for Redundancy and Premature Retirement) Regulations 1997 to pay discretionary compensation by way of an additional pension and lump sum under the TPS.
- 2.2 This discretion will be exercised on a case by case basis by our Executive Team.
- 2.3 In relation to redundancy payments to teachers, our policy is to pay only statutory redundancy pay, capped in accordance with the Employment Rights Act 1996. Any deviation from this policy must be approved by our Executive Team.

## 3. LGPS SCHEME EMPLOYER DECLARATION

We declare that we will keep the LGPS Statement under review and publish the statement (and any amendments made thereto) in a place that is easily accessible to all of our employees eligible to join the LGPS and that we will provide to the Administering Authority the most up to date version of the statement at all times.

## 4. LGPS REGULATIONS 2013

### 4.1 Regulation 16 Funding Additional Pension Contributions





- (a) Regulation 16 allows us to choose to pay Additional Pension Contributions under one of three options:
  - (i) Option 1: to buy extra pension;
  - (ii) Option 2: to buy “lost” pension for unpaid leave of absence or unpaid child related leave;
  - (iii) Option 3: to buy “lost” pension due to a strike.
- (b) We have considered in what (if any) circumstances it would consider funding such Additional Pension Contributions in whole or in part.
- (c) We have determined that as such funding is not mandatory and that we have a duty to use tax payers’ money prudently, we will never fund an Additional Pension Contribution.

#### 4.2 Regulation 30(6) – Flexible Retirement

- (d) An active member who has attained the age of 55 or over and who with our agreement reduces their working hours or grade of employment may, with our further consent, elect to receive immediate payment of all or part of the retirement pension to which they would be entitled in respect of that employment as if that member were no longer an employee in local government service on the date of the reduction in hours or grade (adjusted by the amount shown as appropriate in actuarial guidance issued by the Secretary of State – (see 3.3 below)).
- (e) As part of any agreement to permit flexible retirement decision, we must consider whether, in addition to the benefits the member may have accrued prior to 1 April 2008 (which the member must draw), to permit the member to choose to draw all, part or none of the pension benefits they built up after 31 March 2008 and before 1 April 2014 and all, part or none of the pension benefits they built up after 1 April 2014.
- (f) Our policy is to consider a request for flexible retirement under the LGPS on its merits which include:
  - (i) whether the financial cost to us is reasonable and sustainable;

- (ii) whether there is no detrimental impact on the service.

- (g) Approval for such flexible retirement must be given by a panel of at least three Directors, with an appeal against the result to the remaining Directors.

#### 4.3 Regulation 30(8) – Waiving of Actuarial Reduction

- (h) Where we consent to flexible retirement under regulation 30(6) and to the immediate release of benefits in respect of an active member who is aged 55 or over, those benefits must be adjusted by an amount shown as appropriate in actuarial guidance issued by the Secretary of State (commonly referred to as actuarial reduction or early payment reduction).
- (i) We may agree to waive in whole or in part (and at our own cost) any actuarial reduction that may be required by the Scheme Regulations.
- (j) We have decided that we will never consent to waive the actuarial reduction (either in whole or in part).

#### 4.4 Regulation 31 – Award of Additional Pension

- (k) We have power to resolve to award:
  - (i) an active member, or
  - (ii) a member who was an active member but dismissed by reason of redundancy, or business efficiency, or whose employment was terminated by mutual consent on grounds of business efficiency,

additional annual pension of, in total (including any additional pension purchased by us under Regulation 16), not more than the additional pension limit (£6,500 from 1st April 2014 subject to annual increase in line with the Pensions (Increase) Act 1971).

- (l) Any additional pension awarded is payable from the same date as any pension payable under other provisions of the Regulations from the account to which the additional pension is attached.



(m) In the case of a member falling within sub-paragraph 3.4.1 (b) above, the resolution to award additional pension must be made within **6 months** of the date that the member's employment ended.

(n) We have decided that we will never resolve to make any award of additional pension under Regulation 31.

#### 4.5 **Regulation 9(1) & (3) – Contributions**

(o) Where an active member changes employment or there is a material change which affects the member's pensionable pay during the course of a financial year, we may determine that a contribution rate from a different band (as set out in Regulation 9(2)) should be applied.

(p) Where we make such a determination we shall inform the member of the revised contribution rate and the date from which it is to be applied.

(q) We have determined to set employee contribution costs at 1 April each year and make no changes throughout the year (this means employees may be overpaying or underpaying).

#### 4.6 **Regulation 17(1) – Shared Cost Additional Voluntary Contributions**

(r) An active member may enter into arrangements to pay Additional Voluntary Contributions (AVCs) or to contribute to a Shared Cost Additional Voluntary Contribution arrangement (SCAVCs) in respect of an employment. The arrangement must be a scheme established between the appropriate administering authority and a body approved for the purposes of the Finance Act 2004, registered in accordance with that Act and administered in accordance with the Pensions Act 2004.

(s) We need to determine whether or not we will make contributions to such an arrangement on behalf of its active members.

(t) We have determined not to make contributions to any SCAVA arrangement.

#### 4.7 **Regulation 22 (7) and (28) – Merging of Deferred Member Pension Accounts with Active Member Pension Accounts**

(u) A deferred member's pension account is automatically aggregated with their active member's pension account unless the member elects within the first **12 months** of the new active member's pension account being opened to retain their deferred member's pension account.

(v) We can, at our discretion, extend the **12 month** election period.

(w) We will agree to any request by an active member provided that there is no financial risk to us.

#### 4.8 **Regulation 100(6) – Inward Transfers of Pension Rights**

(x) A request from an active member to transfer former pension rights from a previous arrangement into the LGPS as a result of their employment with an LGPS Employer must be made in writing to the administering authority and us before the expiry of the period of **12 months** beginning with the date on which the employee first became an active member in an employment (or such longer period as we and the Administering Authority may allow).

(y) We have determined that we will accept transfers in beyond the **12 month** deadline where there is no financial risk to us and subject to the administering authority's agreement.

#### 4.9 **Regulation 21(5) – Assumed Pensionable Pay**

(z) We need to determine whether or not to include in the calculation of assumed pensionable pay, any 'regular lump sum payment' received by an LGPS member in the **12 months** preceding the date that gave rise to the need for an assumed pensionable pay figure to be calculated.

(aa) Assumed pensionable pay is calculated when a member:

(i) enters a period of reduced contractual pay or no pay due to sickness or injury;

(ii) is absent during a period of child related leave;

(iii) is absent in reserve forces service leave;

(iv) retires with an entitlement to a Tier 1 or Tier 2 ill health retirement; or



- (v) dies in service.
- (bb) Our policy is that each case will be examined at the appropriate time subject to affordability.

#### 4.10 **Regulation 19(2) – Exclusion of Rights of Return of Contributions**

- (cc) Under certain circumstances LGPS members are entitled to a refund of contributions.
- (dd) However when a person leaves an employment because of an offence of a fraudulent character or because of a grave misconduct in connection with that employment we may direct payment out of the Pension Fund of a sum equal to all or part of the member's contributions to the member, the member's spouse, civil partner, cohabiting partner or any of the member's dependents.
- (ee) Our policy is that we will consider any such situation on its merits.

#### 4.11 **Regulation 201(b) – Meaning of Pensionable Pay**

Only payments explicitly referred to in an LGPS member's contract of employment count as pensionable emoluments.

#### 4.12 **Regulation 37(3) & (4) – Tier 3 Ill Health Retirement**

- (ff) When an LGPS member becomes permanently incapable of undertaking the duties of their employment and the Independent Registered Medical Practitioner (IRMP) certifies a Tier 3 ill health retirement, the member's accrued benefits come into payment immediately, without enhancement, for up to a maximum period of three years, with a review taking place after **18 months**.
- (gg) The LGPS member is required to inform us upon starting any employment whilst those benefits are in payment and to answer any reasonable questions about the employment status including details of pay and hours worked.
- (hh) If we determine that the LGPS member has entered into gainful employment or the LGPS member fails to answer the questions raised by us, we may determine to cease payment of the Tier 3 benefit and to recover any payment made in respect of any period it determines that the member has been in gainful employment.

- (ii) Gainful employment means paid employment for not less than 30 hours in each week for a period of not less than **12 months**.

- (jj) Our policy will be to cease such payments and to recover any payments made for gainful employment.

#### 4.13 **Regulation 38(3) & (6) – Early payment of retirement pension on ill health grounds: deferred and deferred pensioner members**

- (kk) A deferred member (or deferred pensioner member) who, because of ill health or infirmity of mind or body, becomes permanently incapable of discharging efficiently the duties of the employment they were engaged in at the date they became a deferred member and who is unlikely to be capable of undertaking gainful employment before normal pension age, or for at least three years, whichever is sooner, may ask to receive immediate payment of their deferred benefits regardless of their age.
  - (ll) Under these circumstances the deferred member must make a request in writing to us as their former LGPS employer who, having obtained a certificate from their Independent Registered Medical Practitioner (IRMP) setting out their opinion as to whether or not the former employer meets the qualifying conditions for 'ill health retirement', may or may not agree to the release of the deferred benefits.
  - (mm) Our policy is to consider each request on its merits, which include affordability.
- #### 4.14 **Regulations 91, 92, 93 & 95 – Forfeiture of pension rights after conviction for employment-related offences etc**
- (nn) If an LGPS member is convicted of a relevant offence committed in connection with an employment because of which the person has left that employment, we may apply to the Secretary of State for the issue of a forfeiture certificate and it is our policy that we will do so.
  - (oo) Where such a forfeiture certificate is issued, we may direct that any of the member's rights under the Regulations are forfeited and will do so. We must serve a notice of our decision to make a direction on the member.



(pp) We can also decide whether to direct interim payments of the Pension Fund to anyone that they consider to be entitled to receive payment of a benefit from the LGPS as if no forfeiture direction was given.

(qq) We can also consider whether or not to recover from the Pension Fund any monetary obligation or, if less, the value of the member's benefits, where the obligation was incurred as a result of a grave misconduct or a criminal, negligent or fraudulent act or omission in connection with the employment.

(rr) Our policy is to consider each issue on its merits, which include affordability.

## **5. Local Government Pension Scheme (Transitional Provisions and Savings) Regulations 2014 Schedule 2 – paragraphs 2 and 3**

5.1 Where an LGPS member retires or leaves employment and elects to draw their benefits at or after the age of 55 and before the age of 60 those benefits will be actuarially reduced unless we agree to meet the full or part cost of those reductions as a result of the member otherwise being protected under the 85 year rule as set out in previous LGPS Regulations.

5.2 So as to avoid the member suffering the full reduction to their benefits we could 'switch on' the 85 year rule protections thereby allowing the member to receive fully or partly unreduced benefits but subject to us paying a strain (capital) cost to the Pension Fund.

5.3 We have decided that we will never agree to 'switch on' the 85 year rule.

## **6. Local Government (Discretionary Payments) Injury Allowance Regulations 2011**

### **6.1 Regulation 4(5) Discretionary Allowance for Permanent Incapacity**

In the event that an employee to whom an allowance for permanent incapacity is paid secures gainful employment we will suspend or discontinue the allowance.

### **6.2 Regulation 6(1) Allowance for pensioners**

We will not pay an allowance on cessation of employment.

### **6.3 Regulation 7(2) Death Benefits**

We will not make an allowance or payment of death benefits.

## **7. Local Government (Early Termination of Employment) (Discretionary Compensation) Regulations 2006**

### **7.1 Regulation 5 Statutory Redundancy Payments**

We will not increase the amount of a statutory redundancy payment to persons eligible to join the LGPS so that the limit of a week's pay used in the calculation of the redundancy payment is retained.

### **7.2 Regulation 6 Discretionary Compensation**

(ss) Where an employee eligible to join the LGPS is made redundant and does not receive additional payments under the 2013 Regulations or additional membership under the Regulations we have the discretion to offer up to **104 weeks'** compensation.

(tt) We will never use this discretion.

### **7.3 Regulation 74 – Applications for Adjudication of Disagreements**

We appoint Mark Burnett, our Chief Operating Officer as Adjudicator under Regulation 72 of the LGPS Regulations 2013 to consider applications from any person whose rights or liabilities under the LGPS are affected by:

(a) a decision under regulation 72 (first instance decisions); or  
any other act or omission by us, and to make a decision on such applications



**POLICY TYPE: PRESCRIBED**  
**ACTION: FOR SCHOOL ADOPTION**

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## STAFF RECRUITMENT & EXIT

## 1. INTRODUCTION

- 1.1 This policy sets out our requirements for all our Schools and Headteachers to follow when recruiting employees and the process to take on the exit of employees.
- 1.2 It does not apply to the hiring of **agency workers**. The School must have in place a process to ensure that any agency supplying staff to it has confirmed that it has conducted the checks at **Paragraphs 13-19** and **21** below and verify that the person for whom the checks has been conducted is the person who has turned up for work.

## 2. IDENTIFYING THE VACANCY

- 2.1 Each Local Governing Body should produce a Staffing Structure for approval by our Executive Team.
- 2.2 The School may advertise for any vacant posts on the-approved Staffing Structure.
- 2.3 If the School wishes to advertise for a post (which includes any TLR) not on the current approved Staffing Structure it must obtain approval from the Executive Team.

## 3. ADVERTISING THE JOB

- 3.1 Except with the permission of our Executive Team (or as allowed under any Organisational Change), all vacant posts must be advertised internally and externally.
- 3.2 Internal advertisement includes ensuring that any vacancies are drawn to the attention of employees who are on leave and to fixed-term employees, part-time employees and agency workers. This can be achieved by:
- a) Emailing all staff with details of the vacancy;
  - b) Writing to those staff on leave (across the Trust and not just the School), with details of the vacancy;
  - c) Placing an advert on the staff room noticeboard;
  - d) Placing details of the vacancy on all our School and Trust intranets; and

- e) Placing details of the vacancy on all our Schools' websites and Trust website.
- 3.3 In addition to those activities the School can at its discretion place external adverts for vacancies with appropriate national and local print and on-line media.
- 3.4 In selecting appropriate media the School may advertise in media accessed by groups who are under-represented in our workforce as a means of lawful positive action.
- 3.5 As set out in our **Teacher Pay policy** any vacant posts for classroom teachers will be advertised as being between the minimum of the Main Pay Range and the Maximum of the Upper Pay Range by reference to the values in Appendix 1 to the **Teacher Pay policy**.
- 3.6 As set out in our **Teacher Pay policy** the range for a Leadership role will be set by our Executive Team and will ordinarily be a 7 point range for Headteachers and a 5 point range for other employees on the Leadership Pay Range. These ranges should be advertised.
- 3.7 For support staff the School should advertise the rate for the role as set out in the support staff pay scales adopted by the Local Governing Body. We will over time seek to harmonise the support staff pay scales in use across the country.
- 3.8 No School may advertise that a role is reserved for any person with a protected characteristic under the **Equality Act 2010** unless prior approval for the text of the advert has been obtained from our Executive Team.
- 3.9 Every advert (whether internal or external) must include the following wording:
- "As this role will involve contact with children we will take up at least two references before interview asking about your suitability to work with children. Any job offer will be conditional on you having a satisfactory Enhanced Disclosure & Barring Service Criminal Records Check and Barred List Check, having the legal right to work in the UK and having satisfactory overseas criminal records checks if deemed necessary."**
- 3.10 The School should ensure that either the advert links to a person specification (showing essential and desirable characteristics for the ideal candidate) and a job description of the role or that candidates who have expressed an interest in the role are sent copies of those documents.



#### 4. APPLYING FOR THE JOB

- 4.1 All candidates for jobs (whether internal or external) shall be required to complete our common application form which will be available on our website.
- 4.2 We request the contact details of two referees from all applicants (including internal candidates): their current or immediately previous employer and a second employer. If an applicant has not been employed, we will ask the applicant to provide contact details for an academic and a character referee.
- 4.3 The **Common Application Form** will be on the Trust's website.
- 4.4 We will not accept C.Vs.

#### 5. SHORTLISTING

- 5.1 The Headteacher, School Business Manager, Designated Safeguarding Lead, Safeguarding Governor and the Executive Team must have completed training on safer recruitment within the last three years.
- 5.2 Anyone involved in shortlisting must withdraw from the process immediately if it becomes apparent that a Connected Person (as defined in our **Code of Conduct**) has applied for the role.
- 5.3 Once the deadline for applications for the following roles has passed the following people shall assess all the application forms against the essential and desirable criteria in the Person Specification.
- 5.4 There should be no more than 6 people on a shortlist. Only if there is one application may there be a shortlist of one.
- 5.5 The Shortlisters will agree the structure of the assessment process.

Advertised Role	Primary Shortlisters	At least two Shortlisters from:
Teaching Staff	School's Headteacher	Business Manager, Governor, Leadership Team member
Support Staff	Relevant Senior Leader	Headteacher, Governor, Leadership Team member
Leadership Team (other than Headteacher) & Business Manager	School's Headteacher	Chair of Governors, a member of our Executive Team
Headteacher or Non-School Trust Staff	A member of our Executive Team	Chair of Governors, a member of our Executive Team

#### 6. CALLING THE CANDIDATES FOR ASSESSMENT

Each shortlisted candidate will be:

- (a) invited to the assessment process;
- (b) given an opportunity to visit the School before the assessment; and
- (c) informed in general terms of the structure and timings of the assessment process.

#### 7. TAKING UP REFERENCES PRE-ASSESSMENT

- 7.1 The Primary Shortlisters will write to the named referees of each shortlisted candidate (including internal candidates) asking them to complete **our common pre-employment reference questionnaire**, a copy of which will be on our Trust Website.
- 7.2 References must be obtained direct from the referee. We will not rely on references provided by candidates or an open reference ("to whom it may concern"), as there is no way of checking authenticity and accuracy.



7.3 Information contained within a reference is highly confidential and will not be disclosed to any person not involved in the recruitment process. References for unsuccessful candidates will be retained for **12 months** in the event of any legal challenge and will then be destroyed.

7.4 We do not accept or request oral or telephone references.

7.5 We must though verify with the referee by telephone that they have provided the reference to ensure that forged references are not being used.

## 8. GAP ANALYSIS

8.1 The Primary Shortlister must prior to the assessment day, analyse the education and employment history of each shortlisted candidate to identify if there are any periods of time where the candidate has not indicated what they were doing. This Gap Analysis may reveal periods where the candidate acted so as not to be suitable to work with children.

8.2 The Primary Shortlister should bring the Gap Analysis to the assessment and ensure that any gaps are satisfactorily explained which may involve making contact with named organisations to establish if the newly supplied information is accurate. For example this may involve writing to previous employers to confirm the dates of employment and the reason for leaving.

8.3 The Gap Analysis will also check that all questions asked have been answered and that any vacancies.

## 9. ASSESSING SHORTLISTED CANDIDATES

9.1 The assessment process will have been designed by the shortlisters. In addition to a final interview it may involve:

- (a) a lesson observation (which must be at least Good to allow the candidate to proceed further in the assessment process);
- (b) feedback from pupils on the observed lesson;
- (c) an in-tray exercise;

(d) a pupil data exercise;

(e) an interview by pupils, reporting back to the Primary Shortlister;

(f) a presentation;

(g) an interview with other relevant stakeholders;

(h) a specific interview about any issues raised by the Gap Analysis or response to our reference requests.

(i) a psychometric test; and

(j) for leadership roles a video-recorded interview.

9.2 In the final interview the Primary Shortlister must ensure that at least one question relating to child protection is asked, in accordance with the specialist safer recruitment training.

9.3 The **Assessment Panel** must comprise the Primary Shortlister and at least one other person who either was or could have been a shortlister for that role.

## 10. DECIDING TO APPOINT

10.1 It is our firm policy that it is better to have an ongoing vacancy than to appoint an unsuitable candidate. If the Assessment Panel is not unanimous in supporting an appointment then ordinarily there would be no appointment.

10.2 The Primary Shortlister should ensure that all the notes taken by the Assessment Panel are collected and retained on file for at least **12 months** in case of a legal challenge under the **Equality Act 2010** by a candidate not appointed.

10.3 The Assessment Panel must have seen at least two references which they unanimously consider to be satisfactory and have confirmed as such in writing or by email.

10.4 The Assessment Panel must also agree the starting salary to be offered to the successful candidate. For classroom teachers this must follow Section 5 of our **Teacher Pay Policy**. For Leadership or Learning Practitioner roles this must be





within the advertised (and Board-approved) 5 point pay range unless explicit written approval is obtained from the Executive Team.

## 11. OFFERING THE JOB

The successful candidate will be made a formal offer of employment in writing which must be subject to receipt of a number of pre-employment checks, which must be deemed satisfactory before a Contract of Employment will be issued.

## 12. POST-OFFER/ PRE-CONTRACT CHECKS

The pre-employment checks are as follows:

- (a) at least two satisfactory confidential references (which ought to have been seen prior to the assessment process) and any further references sought following up on earlier references or the Gap Analysis;
- (b) verification of identity and qualifications;
- (c) an Enhanced DBS Criminal Records Check;
- (d) a DBS Barred List Check;
- (e) an Teacher Services' Check [www.gov.uk/guidance/teacher-status-checks-information-for-employers](http://www.gov.uk/guidance/teacher-status-checks-information-for-employers) for Teacher Prohibition Orders and Section 128 directions as well as QTS status and induction status;
- (f) any overseas criminal records checks if relevant;
- (g) verification of entitlement to work in the UK; and
- (h) a health check to ensure mental and physical fitness to work in a school setting as required by the **Independent Schools Standards 2014**.

## 13. REFERENCES

- 13.1 Applicants **cannot** start working for us unless their references have been checked and deemed satisfactory together with the other pre-employment checks.

- 13.2 Under the Data Protection Act 1998, employees are not entitled to view references given in confidence by their employer or former employer. A candidate could apply to us for a copy of the reference which we received. However, disclosure of the reference would entail disclosure of its author's identity. If any such request is received, we will seek permission from the current or former employer for the reference to be disclosed. If permission is refused, we will consider whether we should still disclose all or part of the reference under the 1998 Act (including redacting any opinions or the identity of the referee).

## 14. VERIFICATION OF IDENTITY AND QUALIFICATIONS

- 14.1 It is our policy to verify the candidate's identity by checking and copying at least one form of visual identity, preferably their current passport.
- 14.2 It is our policy to ask to see originals of academic qualifications referred to in the application form.

## 15. ENHANCED DBS CRIMINAL RECORD CHECK

- 15.1 It is our policy that an employee cannot commence work at all unless either
  - (a) a satisfactory Enhanced DBS Criminal Record Check has been received; or
  - (b) the employee has worked in the **three months** before their start date with us:
    - (i) in a school in England which brought them into close contact with children or
    - (ii) in a college in England in a position which involved the care.
- 15.2 In the event that a check discloses a criminal record an offer to appoint can only be made with our Executive Team's express prior approval.

## 16. DBS BARRED LIST CHECK

It is our policy that an employee cannot commence work at all unless a clean Barred List Check has been received. It is a criminal offence for us to employ someone we knew or have reason to believe to be barred from working with children.



## 17. TEACHERS SERVICES CHECK

17.1 It is our policy that a teacher, cover supervisor, teaching assistant or Bursar cannot commence work at all unless a clean Teacher Services Check has been obtained. This check will reveal if the person has:

- (a) Qualified Teacher Status;
- (b) completed their induction;
- (c) failed their induction or probation period;
- (d) an active teaching restriction;
- (e) been the subject of an investigation by the National College leading to a decision by the Secretary of State not to impose of prohibition order;
- (f) been prohibited from teaching in England;
- (g) a suspension or conditional order imposed by the GTCE which is still current;
- (h) has been barred from the management of an independent school under section 128 of the Education Act 2002; and
- (i) had restriction imposed by another European Economic Area regulating authority for teachers.

17.2 If the teacher has worked in Scotland Wales or Northern Ireland the School must make further checks with the GTCS, GTCW and GTCNI as appropriate. These checks must be satisfactory.

17.3 Even if the candidate does not have a Teacher Reference Number the search must be undertaken and appropriate entries made on the Single Central Record.

## 18. OVERSEAS CRIMINAL RECORDS

18.1 It is our policy that if there is evidence that a successful candidate has lived or worked in a jurisdiction outside the UK as an adult for more than **3 months** we should:

- a) initiate an overseas criminal records check in each such jurisdiction; and

- b) initiate further reference requests in relation to any employer identified at that time.

18.2 Details of how to make overseas applications are set out by the Home Office:

[www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants](http://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants)

## 19. VERIFICATION OF LEGAL RIGHT TO WORK IN THE UK

19.1 The School is at risk of a fine of up to **£20,000** per person us to employ anyone who does not have the right to work in the UK. This can include students with expired visas, students working more hours than they are allowed to, people on just a visitor's visa.

19.2 The Home Office has issued several documents and codes of practice to employers which the Primary Shortlister should familiarise themselves with:

[www.gov.uk/government/collections/employers-illegal-working-penalties](http://www.gov.uk/government/collections/employers-illegal-working-penalties)

19.3 This includes the list of acceptable documents which must be obtained, checked and copied **before they commence work for us**, a list of EEA countries and guidance on avoiding race discrimination claims in making these enquiries.

19.4 If a person cannot show valid documents we must contact the **Home Office's Employer Checking Service**.

## 20. SINGLE CENTRAL RECORD

20.1 For all employees we must keep a Single Central Record identifying the dates when the checks set out at Paragraphs 14 -19 above were completed and the DBS check certificate numbers.

20.2 The documents at Paragraphs 14-19 and 21 should be retained on the employee's personnel records.

20.3 The Single Central Record will also contain information relating to volunteers, governors and contractors as set out in our Child Protection and Safeguarding policies.



## 21. HEALTH CHECK

- 21.1 We have an obligation under the **Education (Independent School Standards) (England) Regulations 2014** to be satisfied that a prospective employee is medically fit for work in a school setting.
- 21.2 Because of this legal requirement we are entitled to ask questions in the application form and in the assessment process about a person's health and its impact on their ability to fulfil the role.
- 21.3 Prior to commencement of employment each school should make its own arrangements to have applicants complete a confidential medical questionnaire to be sent to their Occupational Health Adviser who will in turn report to the School whether the candidate is fit to undertake the role.
- 21.4 When assessing any response to questions from the candidate or the Occupational Health adviser we must consider the duty under the **Equality Act 2010** to make reasonable adjustments to accommodate a person with a disability.

## 22. ISSUING CONTRACT OF EMPLOYMENT

The successful candidate will be sent a contract of employment in our common format which includes conditions relating to pre-employment checks. Any deviation from the common format must be explicitly approved by our Executive Team.

## 23. INDUCTING NEW EMPLOYEES

Each School is responsible for ensuring the induction of its employees and in particular ensuring that each employee is aware of and understands the **School's Child Protection and Safeguarding policies** from the first day of employment.

## 24. EQUALITIES MONITORING

- 24.1 As a matter of policy we have decided not to include a full equal opportunities monitoring form as part of our application pack to avoid the risk of the documents being disclosed to and influencing a shortlister or member of the Assessment Panel.
- 24.2 The application form does allow for candidates to indicate if there are reasonable adjustments that could help them participate in the assessment process.

## 25. STAFF EXIT

Once a resignation letter has been received from a member of staff or the employee has been dismissed (whether or not on notice) the School Business Manager or our Executive Team shall send the letter below to the member of staff and ensure that the actions set out in that letter are complied with.

*Dear NAME*

### ***Your departure***

*I have been informed that your last day of employment with us [was] [will be] DATE (your "Employment End Date") and that the last date on which you are required to be in School [was] [will be] DATE (your "Last Working Day"). I am writing this rather formal letter to deal with the mechanics of your departure.*

### ***Work***

#### ***Handover***

*You should liaise with [NAME] to arrange for a handover of any ongoing work.*

#### ***Site Security***

#### ***Security Pass/Keys***

*You should return your security pass and keys to me [immediately] [on your Last Working Day]. [Your security pass will be disabled from 4:00pm on your Last Working Day.]*

#### ***[Door Code Change***

*As a matter of routine, when a staff member leaves, we issue a new door code to all remaining members of staff.]*

#### ***Returning to Site***

*If you wish to return to the School at any time in the future to meet with former colleagues or students do make contact with our [Headteacher] [Executive Team].*

#### ***Property***

#### ***Return of our Property***

*You must return to me all property belonging to the School or pupils in your possession, including any laptop, tablet, phone, text books, coursework [immediately][by 12 noon on your Last Working Day].*

#### ***[Collection of Personal Belongings***

*You may attend the School on [DATE] to collect your personal belongings under my supervision.]*

#### ***IT***

#### ***Closing Email address***



Your email account [will be] [was] closed on your Last Working Day. It will be archived for six months and will then be deleted. We will set an out of office message stating that you are no longer employed at the School and directing school-related queries to Reception.

***Telephone/Voicemail***

Your telephone account [will be][was] closed on your Last Working Day.

***Documents on the IT System***

As part of your handover you should identify which documents on our system are ones which you want to keep. No document containing personal data on students or staff may be kept. Those documents which we do decide to allow you to keep will be transferred to a memory stick provided by you, at your cost, for the purpose.

***Financial Matters***

***Outstanding Expense Claims***

You must submit any outstanding expenses claims [immediately][at least one week before your Last Working Day].

***Outstanding Loans***

If allowed under your loan agreement the outstanding balance of your loan will be deducted from any remaining sums due to you.

***[FOR SUPPORT STAFF: Accrued but untaken holiday]***

You have taken [XX] days' holiday and your accrued entitlement as at today is [XX] days leaving you a balance of [XX] days. We [do][do not] require you to take this holiday before your Last Working Day. You will be paid for any remaining accrued but untaken holiday.

***P45***

You will be sent a P45 setting out your Employment End Date as the leaving date.

***Future Employment***

***Reference***

We do not issue "to whom it may concern" references. We will only supply a confidential reference to a prospective or actual employer if you provide us with explicit prior authorisation using the following wording:

"I authorise SDBE Multi Academy Trust to supply a confidential employment reference to NAME OF YOUR PROSPECTIVE OR ACTUAL EMPLOYER in accordance with your current policy on giving employment references and I consent to the disclosure of personal data set out in that policy."

If you have any questions about any administrative aspect of your departure please do contact me.



POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

Approval Body: SDBEMAT BOARD  
Approval Date: SEPTEMBER 2022  
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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## SUPPORT STAFF APPRAISAL & PAY

## **1. INTRODUCTION**

- 1.1 This policy sets out the framework for all our Schools to appraise and pay support staff.
- 1.2 Each School has its own pay scale for support staff to reflect its particular circumstances and there is a separate pay scale for Trust head office staff.
- 1.3 The value of the payscales will be updated by each School separately when the values change.

## **2. APPRAISAL**

- 2.1 Appraisals give you and your manager an opportunity to review performance, agree objectives linked to school improvement plans and learning and development requirements, which will help to achieve those objectives.
- 2.2 Appraisal will be a supportive and developmental process designed to ensure that you have the skills and support you need to carry out your role effectively. It will help to ensure you are able to continue to improve your professional practice.
- 2.3 The appraisal period will run for 12 months, normally the Academic Year.
- 2.4 If you are employed on a fixed term contract of less than one year you will be appraised in accordance with the principles underpinning this policy. The length of the period will be determined by the duration of your contract.
- 2.5 Where you start your employment part-way through a cycle, the Headteacher shall determine the length of your first cycle, with a view to bringing your cycle into line with the cycle for other employees as soon as possible.
- 2.6 The choice of appraiser is for the Headteacher. If you object to the Headteacher's choice, your concerns will be carefully considered, taking into account what is reasonable, however; ultimately the decision rests with the Headteacher.
- 2.7 Where it becomes apparent that the appraiser appointed by the Headteacher will be absent for the majority of the appraisal cycle, the Headteacher may perform those duties themselves or delegate those duties to another individual for the duration of that absence.

## **3. SETTING OBJECTIVES**

- 3.1 Objectives will be set before, or as soon as practicable after, the start of each appraisal period.
- 3.2 The objectives set will be Specific, Measurable, Achievable, Realistic and Time-bound and will be appropriate to your role and level of experience.
- 3.3 In setting the objectives, reviewers will have regard to what can reasonably be expected in the context of roles, responsibilities and experience.
- 3.4 You may at any point append your comments alongside your objectives.
- 3.5 You and the appraiser will seek to agree the objectives. Objectives may be revised if circumstances change.
- 3.6 Targets will be moderated in each School to ensure that they are consistent between individuals with similar experience and levels of responsibility.
- 3.7 Should the objectives not be agreed, the final decision on allocation of objectives rests with the Headteacher.
- 3.8 The objectives set for you are intended to contribute to the School's plans for improving its educational provision and performance and improving the education of pupils at that school and will take into account your professional aspirations.
- 3.9 The appraiser will take into account the effects of your circumstances, including any disability, when agreeing objectives. For example, this might include a reasonable adjustment to allow you slightly longer to complete a task than might otherwise be the case.
- 3.10 When you return from a period of extended absence, objectives may be adjusted to allow you to readjust to their working environment.
- 3.11 Before, or as soon as practicable after, the start of each appraisal period, you will be informed of the standards against which your performance in that appraisal period will be assessed.

## **4. ANNUAL ASSESSMENT**

- 4.1 Your performance will be formally assessed in respect of each appraisal period.



- 4.2 You will receive as soon as practicable following the end of each appraisal period – and have the opportunity to comment on – a written appraisal report. The appraisal report will include:
- (a) details of your objectives for the appraisal period in question;
  - (b) an assessment of your performance of your role and responsibilities against your objectives, and against the relevant standards;
  - (c) an assessment of your training and development needs and identification of any action that should be taken to address them;
  - (d) a space for your own comments.
- 4.3 A review meeting will take place to discuss the content of the report and any further action required and to inform objective setting for the next cycle.
- 4.4 In some circumstances an interim review meeting may be appropriate.
- 4.5 The assessment of performance and of training and development needs will inform the planning process for the following appraisal period.

## 5. CAPABILITY POLICY

The appraisal of support staff may run concurrently with our **Capability policy**.

## 6. DELEGATION OF POWERS FOR DECISIONS

- 6.1 Decisions shall be made in accordance with the table below.

Role	Decision Maker	Appeal
All support staff	The School's Headteacher or Executive Team for Trust Staff or Trust Panel for Executive Team	Chair of Governors or nominee or Trust Chair or nominee for Trust Staff or Trust Panel for Executive Team

- 6.2 A **Decision** means any decision by a Decision Maker listed in the table at 6.1 as to whether or not appraisal targets have been met. In the event that you are dissatisfied with a Decision about you, you may request a review by the decision

maker which will involve a personal meeting held within **10 working days** of the original decision to which you may bring a Permitted Companion;

- 6.3 If you are still dissatisfied with the Decision after the review you may appeal within **5 working days** of the review decision, in accordance with 6.1 above. An appeal meeting will be heard within **15 working days** of the appeal to which you may bring a Permitted Companion. The appeal decision is final.

## 7. APPRAISAL REVIEW PROCESS

- 7.1 All support staff can expect to receive regular, constructive feedback on their performance and are subject to annual appraisal that recognises their strengths, informs plans for their future development, and helps to enhance their professional practice.
- 7.2 The timing of the annual review will either be based on the Academic Year.
- 7.3 For staff subject to performance related pay progression, there will be no automatic progression through any pay range.
- 7.4 For staff subject to performance related pay progression, progression will only be awarded if the Headteacher is satisfied that:
- (a) you have performed to a consistently good standard having regard to your job description and performance objectives.

(b) you are not subject to live disciplinary or capability warnings

## 8. OVERTIME

- 8.1 A School shall not pay any member of support staff overtime unless it is approved in advance by the Headteacher.
- 8.2 Any overtime paid will only be at the standard hourly rate (except in relation to any terms protected under TUPE).

## 9. BONUSES AND HONORARIA

- 9.1 A School may make a Project Payment of up to **£2500** to support staff employees for clearly time-limited projects. The duration of the fixed term must be established



at the outset and payment should be made on a monthly basis for the duration of the fixed term. Each Project Payment be advertised internally within the School and requires prior approval of the Local Governing Body. Examples of a project which would normally be outside the scope of an individuals usual job description could include submitting an application for a Quality Mark or other award such as Investor in People.

## **10. MONITORING**

- 10.1 Our Board will monitor the implementation of this policy in particular its relation to any equality or diversity issues.



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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## TEACHER APPRAISAL POLICY

## 1. INTRODUCTION

- 1.1 This policy sets out our framework for all our Schools for clear and consistent assessment of the overall performance of teachers, including the Headteacher, and for supporting their development.
- 1.2 This policy applies to the Headteacher and to all teachers employed by us, except those on contracts of less than one term, those undergoing induction (i.e. NQTs) and those who are subject to our **Capability policy**.

## 2. OUR OVERRIDING PURPOSE

Our aim is for all teaching in all lessons by all teachers in all our Schools to be good or outstanding to ensure the best possible education for all our students. This policy supports that aim by:

- (a) ensuring that appraisal in each of our Schools will be a supportive and developmental process designed to ensure that all teachers have the skills and support they need to carry out their role effectively;
- (b) ensuring that the process promotes professional dialogue between colleagues;
- (c) ensuring that teachers are able to continue to improve their professional practice and to develop as teachers; and
- (d) indicating when matters may move out of this Teacher Appraisal policy and into the **Capability policy**.

## 3. THE APPRAISAL CYCLE

- 3.1 The appraisal cycle will run for **twelve months** either from 1<sup>st</sup> November to 31<sup>st</sup> October, with the first cycle having started on **1<sup>st</sup> November** or from **1 September to 31 August** with the next cycle starting on 1 September with each School being free to choose its cycle.
- 3.2 Teachers who are employed on a fixed term contract of more than one term but less than one year will have their performance appraised in accordance with the principles underpinning this policy. The length of their cycle will be determined by the duration of their contract.

- 3.3 The performance of teachers must be reviewed on an annual basis. Appraisal objectives and reviews must be completed for all teachers by 31 October and for the Headteacher and Senior Leadership team by 31 December.
- 3.4 Appraisal objectives and the formal review of the previous year's performance must be set during the Autumn Term. The objectives will inform and support the School's development and improvement plans for the coming financial and academic years. The School will take account of proposed development needs in setting the School's overall priorities for staff development.
- 3.5 Appraisal is an on-going cycle involving three stages:

<b>Stage 1</b>	The Setting of Objectives for the new appraisal cycle.
<b>Stage 2</b>	The review of performance for the previous appraisal cycle.
<b>Stage 3</b>	Ongoing monitoring of performance, to include Lesson Observations. Such monitoring activity is expected to identify any performance issues and to put in place appropriate programmes of support to improve performance. The employee will be provided with appropriate feedback as part of these monitoring activities, where notes will be taken for reference in the End of Year review.

- 3.6 Where a teacher starts their employment part-way through a cycle, the School shall determine the length of the first cycle for that teacher, with a view to bringing the cycle into line with the annual cycle for other teachers at the School as soon as possible. For example a teacher joining in September will have objectives set for the appraisal cycle ending in October of the following academic year.
- 3.7 Where a teacher transfers to a new post part-way through a cycle, the School shall determine whether to amend the objectives, and whether to change the Appraiser, depending on the extent to which the teachers' responsibilities and job description have changed.
- 3.8 The School will endeavour to schedule appraisal activities within directed time.



#### 4. APPOINTMENT OF APPRAISERS

- 4.1 Each of our Schools will have a **Leadership Appraisal Group** which will be the Appraiser for the School's Headteacher. It will comprise one school governor (ordinarily the Chair of Governors) and one Executive Team member.
- 4.2 The Headteacher will appoint the Appraiser (and any replacement appraiser) for each teacher taking into account any views of the teacher and their line manager. The appraiser will normally be the line manager, Deputy or Headteacher). The employee may request a replacement Appraiser for any professional or educational reason and such requests will be considered by the Headteacher to make sure the Appraisal process is implemented in a fair and reasonable manner.
- 4.3 An Appraisal cycle will not begin again in the event of the Appraiser being changed.

#### 5. SETTING OBJECTIVES

- 5.1 The Headteacher's objectives will be set by the Leadership Appraisal Group.
- 5.2 Objectives for each teacher will be set before, or as soon as practicable after, the start of each appraisal cycle. The objectives set for each teacher, will be Specific, Measurable, Achievable, Realistic and Time-bound and will be appropriate to the teacher's role and level of experience.
- 5.3 The appraiser and teacher will seek to agree the objectives but, if that is not possible, the appraiser will determine the objectives. Objectives may be revised if circumstances change.
- 5.4 If a teacher does not agree with the objectives set they may ask for them to be reviewed by the Headteacher (or in the case of the Headteacher, our Executive Team). There shall be no appeal against the outcome of this review and no right to use the **Grievance Resolution policy** save in circumstances where it is alleged that the objectives have been set are unlawfully discriminatory where the **Grievance Resolution policy** may be used.
- 5.5 At all of our Schools:
  - (a) the objectives set for each teacher will, if achieved, contribute to our plans for improving educational provision and performance and pupil progress for all of our pupils;

- (b) all teachers will be assessed against (and have the object of fulfilling) the Teachers' Standards and the job description of any posts they hold.
- (c) all teachers will have an objective which focuses on improving their quality of teaching and learning ;
- (d) all teachers will have an objective relating to pupil progress in relation to the pupils for whom they are responsible, with due reference to staffing structures and curriculum delivery requirements,
- (e) those teachers with either TLRs or on the Leadership Pay Range may have an objective that relates to their management responsibility;
- (f) the maximum number of objectives set will be **three**;

#### 6. REVIEWING PERFORMANCE

##### Lesson Observation

- 6.1 Observation of classroom practice and other responsibilities is important both as a way of assessing teachers' performance in order to identify any particular strengths and areas for development and support they may have and of gaining useful information which can inform school improvement more generally.
- 6.2 Our Classroom Observation Protocol can be found in **Appendix 1**.
- 6.3 Each observation will not be given an Ofsted grade.
- 6.4 All observations will be carried out in a supportive fashion with professionalism, integrity and courtesy and will be evaluated objectively and reported accurately and fairly. They will be used as part of a process of developing practice rather than a "snap shot" of performance.
- 6.5 Teachers' performance will normally be observed for a maximum of 3 hours and 3 formal observations, with each formal observation being of a minimum length of 30 minutes unless there is evidence available that causes concern with regards to the employees' performance. In such circumstances more frequent monitoring and interventions to help the teacher improve their performance will be agreed with the teacher, in order to bring their performance up to the relevant standard. The amount and type of classroom observation will depend on the individual



circumstances of the teacher and the overall needs of the School. Classroom observation will be carried out by those with QTS.

- 6.6 In addition to formal observation, Headteachers, their representatives or others with responsibility for teaching standards (which may include members of the Leadership Team or Subject/Faculty Leaders) may undertake "learning walks" in order to evaluate the standards of teaching and to check that high standards of professional performance are established and maintained across the School. The length and frequency of "learning walks" will vary depending on specific circumstances but would normally be of a short duration and would not comprise evidence to formal feedback but, where serious concerns are noted, may lead to additional observations in the appraisal process. This should not be a simple "tick box" exercise but more properly an overall assessment of teaching and learning across the School.
- 6.7 Our Learning Walks' Protocol can be found in **Appendix 2**.
- 6.8 Teachers (including the Headteacher) who have responsibilities outside the classroom should also expect to have their performance of those responsibilities observed and assessed.

#### Mid-Year Reviews

- 6.9 In accordance with Stage 3 of the appraisal cycle the appraiser will monitor the performance of the teacher and thereafter meet the teacher, as part of observation feedback meetings, to facilitate a professional conversation with them with the purpose of checking the teachers' progress towards objectives and compliance with the Teachers' Standards and the requirements of their job description. Progress towards achieving objectives must be formally recorded and any concerns over performance to be promptly identified and appropriate support programmes put in place.
- 6.10 It may also be necessary to review the original objectives set due to a change in circumstances, for example, the teacher's post and/or responsibilities have changed or the teacher is on long term sick leave. Each School must ensure that its Directed Time budget allocates time for a mid-year review and not hold them during PPA time.

#### End of Year Review

- 6.11 The appraiser must meet the teacher to review the whole appraisal cycle in September or October after which the appraiser will produce the Final Appraisal Report. This assessment is the end point to the annual appraisal process, but performance and development priorities will be reviewed and addressed on a regular basis throughout the year by for example:
- (g) lesson Observations;
  - (h) work Scrutiny / Book Looks as part of lesson observations and Formal Mid Year Reviews (ensuring a representative sample is taken);
  - (i) review of pupil progress data, taking into account Ofsted guidance;
  - (j) observation and scrutiny of leadership and management activities;

#### Self-Review

- 6.12 The teacher will be given time to review themselves against Teachers Standards, in particular those relating to their three objectives, in advance of any review meeting under this policy in order to ensure that the meeting is an informed professional dialogue between colleagues.
- 6.13 The self review is an opportunity for the teacher to reflect and is a professional dialogue which does not require additional forms or evidenced documentation to be completed.

#### Final Appraisal Report

- 6.14 The teacher will receive as soon as practicable following the end of year review - and have the opportunity to comment in writing on in order to reach agreement on the content and conclusions within - a written appraisal report. Teachers will receive their written appraisal reports by 31 October (31 December for the head teacher and senior leadership team). The appraisal report will include:
- (e) details of the teacher's objectives for the appraisal period in question;
  - (f) an assessment of the teacher's performance of their role and responsibilities against their objectives and the relevant standards;



- (g) an assessment of the teacher's professional development needs and identification of any action that should be taken to address them;
- (h) a note of all other evidence listed in our **Teacher Pay policy**; and
- (i) a pay recommendation in accordance with our **Teacher Pay policy**.

- 6.15 Substantial or significant progress towards the achievement of a challenging objective, even if the performance criteria have not been met in full, will be assessed favourably.
- 6.16 If the teacher is not satisfied with the decision taken by the School following the pay recommendation the teacher may use the appeal process set out in our **Teacher Pay policy**.
- 6.17 If the teacher is not satisfied with the contents of the appraisal report the teacher may ask the appraiser to review it and such a review may include the appraiser consulting with the Headteacher or a member of our Executive Team or their nominee (or his nominee) if appropriate.

## 7. SCHOOL RESPONSE TO APPRAISAL

### Feedback

- 7.1 Teachers will receive constructive feedback on their performance throughout the year and as soon as practicable after observation has taken place or other evidence has come to light with a target of giving feedback within **5 school days**.
- 7.2 Feedback will highlight particular areas of strength as well as any areas that need improvement.

### Development and Support

- 7.3 Appraisal is a supportive process which will be used to inform continuing professional development. We wish to encourage a culture in which all teachers take responsibility for improving their teaching through appropriate professional development. Professional development will be linked to school improvement priorities and to the ongoing professional development needs and priorities of individual teachers.

### Support Action meeting

- 7.4 Where teachers are experiencing difficulty with performance the appraiser will meet the teacher to:
- (j) give clear feedback to the teacher about the nature and seriousness of the concerns;
  - (k) give the teacher the opportunity to comment and discuss the concerns;
  - (l) agree any appropriate support or other remedial action (e.g. coaching, mentoring, structured observations), that will be provided to help address those specific concerns;
  - (m) make clear how, and by when, the appraiser will review progress (it may be appropriate to revise objectives, and it will be necessary to allow a minimum of **6 weeks** and a maximum of **13 weeks** for improvement. The amount of time will be decided by the School but should reflect the seriousness of the concerns)
  - (n) In cases where there are serious safeguarding or health and safety concerns the review period may be reduced to **4 weeks**.
  - (o) explain the implications and process if no - or insufficient - improvement is made.
- 7.5 When progress is reviewed, if the appraiser is satisfied that the teacher has made, or is making, sufficient improvement, the appraisal process will continue as normal, with any remaining issues continuing to be addressed through that process.
- 7.6 All teachers can experience difficulties at some point in their career. We would expect that in the majority of cases positive support and collaborative working would be sufficient to resolve any issues.

### Transition to **Capability policy**

- 7.7 If after support action is taken, the appraiser remains unsatisfied with the teacher's progress to reaching the required standards, the teacher will be invited to a meeting to discuss this before a decision is made to transition to the **Capability policy**.



- 7.8 A teacher may be represented at this meeting by a Trade Union representative or workplace colleague.
- 7.9 Following this meeting if the appraiser remains unsatisfied they will then arrange a formal capability meeting under our **Capability policy**.

## **8. GOVERNORS**

- 8.1 A Governor (other than the Headteacher) does not have the right to observe lessons.
- 8.2 Governors' structured visits are a useful way for Governors to gain a deeper understanding of the educational context of the School. Nothing in this policy prevents Governors entering lessons as part of a Governor's structured visit to the School.
- 8.3 Governors entering lessons on such structured visits shall not take notes and shall not feedback to the teacher observed.
- 8.4 No evidence from a Governor in relation to a structured visit (other than any child protection or safeguarding incident) may be used as part of appraisal or any capability or disciplinary process.

## **9. CONFIDENTIALITY**

- 9.1 The whole appraisal process and the documents generated under it, in particular, will be treated with confidentiality at all times. Review statements will be confidential to the Headteacher.

## **10. CONSISTENCY**

- 10.1 We are committed to ensuring consistency of treatment and fairness in the operation of Appraisal. To ensure this the following provisions are made in relation to moderation, quality assurance and objective setting.
- 10.2 The Headteacher will moderate a sample of Performance Objectives to check that they:
- (a) are consistent between those who have similar experience and similar levels of responsibility; and

- (b) comply with this Teacher Appraisal policy, and the requirements of equality legislation.

- 10.3 Our Executive Team will review the quality assurance processes and moderate a sample of Performance Objectives and Appraisal Reports to ensure consistency and compliance.

## **11. RETENTION OF RECORDS**

Given the ongoing need to ensure equal pay we shall retain all paperwork relating to any decision whether or not to make a pay rise and shall not destroy any records until at least 7 years after the relevant employee has ceased to be employed by us.



## Appendix 1 – Classroom Observation Protocol

### 1. Introduction

1.1 This governing body is committed to ensuring that classroom observation is developmental and supportive and that those involved in the process will:

- a) carry out the role with professionalism, integrity and courtesy;
- b) seek to reach agreement in advance on how classroom observations are to be carried out;
- c) evaluate objectively;
- d) report accurately and fairly; and
- e) respect the confidentiality of the information gained.

### 2. Planning and preparing for observation

2.1 In keeping with the school governing body's commitment to supportive and developmental classroom observation the head teacher will:

- a) consult teachers on the pattern of classroom observation which they can expect annually and seek agreement with teachers and union representatives on these arrangements;
- b) ensure that those being observed for all purposes will be notified at least five working days in advance;
- c) arrange, as far as possible, for all observations to take place at a time agreed between the teacher and the observer;
- d) ensure that there is a reasonable amount of time between classroom observations, irrespective of the purpose of those observations;
- e) ensure that classroom observation will be undertaken solely by persons with qualified teacher status (QTS) and the appropriate training and professional skills to undertake observation and to provide constructive oral and written feedback and support, in the context of professional dialogue between colleagues.

2.2 Planning for observation will take place at the start of the appraisal/performance management cycle and will include details of:

- a) the amount of observation;
- b) the focus of the observation;
- c) the duration of the observation;
- d) when during the performance management/appraisal cycle the observation will take place; and
- e) who will conduct the observation.

2.3 In order that classroom observation is kept to a minimum, and to support efforts to deliver the school's commitment to streamlining data collection and minimising bureaucracy and workload burdens on teachers, the information gathered will be used for multiple purposes, including informing school self-evaluation and school improvement strategies. This will enable the head teacher to discharge her/his duty to evaluate the standards of teaching and learning and to ensure that proper standards of professional performance are established and maintained.

2.4 Before any classroom observation is conducted, there will be an opportunity for the reviewer and teacher to meet within directed time in order that the context of the lesson to be observed can be discussed.

### 3. Conducting observation

3.1 There should be a limit of a total of three observations for all purposes. Under no circumstances shall the total time occupied by all observations exceed three hours per year and the focus and timing must be agreed in the teacher's performance management planning statement.

3.2 Neither pupils nor governors will undertake observations (although governors may, by specific agreement with the teacher concerned, visit a lesson to familiarise themselves with their link area).

### 4. Feedback and records

4.1 Oral feedback will be given as soon as possible after the observation and no later than the end of the following working day. It will be given during directed time in a suitable, private environment. Time for preparation and feedback for classroom observation will be made available, in addition to PPA time.

4.2 Written feedback will be provided within five working days of the observation taking place. If issues emerged from an observation that were not part of the focus of the observation as recorded in the planning and review statement, these should also be covered in the written feedback and the appropriate action discussed with the teacher.

4.3 The written record of feedback will include the date on which the observation took place, the lesson observed and the length of the observation. The teacher has the right to append written comments on the feedback document. No written notes in addition to the written feedback and teacher's comments will be kept. The reviewer will be given sufficient time within the school day to put in written form the conclusions agreed with the reviewee on the outcomes of the classroom observation.



4.4 Teachers will have access to all written accounts of the observation after their lessons and, if they request, copies will be provided.

## **5. Classroom observation and formal capability procedures**

5.1 For teachers on a formal capability procedure an important part of the support offered to the teacher will be a clearly defined amount of classroom observation with structured oral and written feedback. The amount of classroom observation will be discussed with the teacher and their union representative who is supporting and advising them in the formal process.





## Appendix 2 – Learning Walks’ Protocol

1.1 ‘Learning walks’ may take place in order to collect evidence about teaching and learning, evidence of progress and areas for school development. They are intended to be developmental and constructive rather than judgemental and are a whole-school improvement activity. There should, therefore, be no attempt to use this approach as part of capability procedures or for appraisal.

- a) A programme of ‘learning walks’ should be agreed with teachers so that they know the date, time and focus of the learning walk and who will be conducting it, so that they can organise their classes accordingly.
- b) The purpose or focus of a ‘learning walk’ should be explained to all relevant staff prior to its commencement. That purpose or focus will not relate to the performance of an individual.
- c) ‘Learning walks’ will be conducted with minimum disruption to teachers and pupils.
- d) ‘Learning walks’ will be undertaken in a supportive and professional manner.
- e) A maximum of two colleagues will be involved in ‘learning walks’ at any time.
- f) Pupils will not be asked for their views of an individual teacher during ‘learning walks’.
- g) Those teachers whose classes are visited will be given the opportunity to see any written records which have been made during the ‘learning walk’.
- h) There shall be no evaluation of an individual teacher during a ‘learning walk’.
- i) Regular reviews of the operation of ‘learning walks’ will be held with all staff.
- j) Any teacher whose classroom is visited during a ‘learning walk’ will have the visit counted towards the overall maximum of three observations per year, each of up to an hour in length
- k) Any concerns about the implementation of this protocol should be raised initially with management either by the individual teacher concerned or with the support of the NUT school representative.

POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

Approval Body: SDBEMAT BOARD  
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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## TEACHER PAY POLICY

## 1. INTRODUCTION

- 1.1 This policy sets out our framework for all our academies for making decisions on teachers' pay.
- 1.2 In preparing this policy we have considered the extracts from Ofsted documentation at **Appendix 2**.
- 1.3 For the avoidance of doubt teachers working on a part-time basis shall have the same opportunity to progress through the pay ranges as those working full-time.
- 1.4 As an academy trust we are not bound by the pay ranges in the **School Teachers' Pay and Conditions Document (STPCD)** however it is our intention to mirror or better these.

## 2. OUR OVERRIDING PURPOSE

- 2.1 Our aim is for all teaching in all lessons by all teachers in all our Schools to be good or outstanding to ensure the best possible education for all our pupils. This policy supports that aim by:
  - (a) supporting the recruitment and retention of a high quality teacher workforce;
  - (b) recognising and rewarding teachers appropriately for their contribution to the School;
  - (c) ensuring that decisions on pay are managed in a fair, just and transparent way; and
  - (d) focussing on the central importance of high quality teaching and learning, improving standards and making a positive impact on pupil progress and outcomes.
- 2.2 This policy refers to the **Teachers' Standards**. By way of a reminder, Part I of the Standards requires a teacher to:
  - (a) set high expectations which inspire, motivate and challenge pupils;
  - (b) promote good progress and outcomes by pupils;
  - (c) demonstrate good subject and curriculum knowledge;
  - (d) plan and teach well-structured lessons;

- (e) adapt teaching to respond to the strengths and needs of all pupils;
  - (f) make accurate and productive use of assessment;
  - (g) manage behaviour effectively to ensure a good and safe learning environment; and
  - (h) fulfil wider professional responsibilities
- 2.3 Part II of the Standards requires a teacher to:
- (a) demonstrate consistently high standards of personal and professional conduct;
  - (b) uphold public trust in the profession and maintaining high standards of ethics and behaviour, within and outside school, by:
    - (i) treating pupils with dignity, building relationships rooted in mutual respect, and at all times observing proper boundaries appropriate to a teacher's professional position
    - (ii) having regard for the need to safeguard pupils' well-being, in accordance with statutory provisions
    - (iii) showing tolerance of and respect for the rights of others
    - (iv) not undermining fundamental British values, including democracy, the rule of law, individual liberty and mutual respect, and tolerance of those with different faiths and beliefs
    - (v) ensuring that personal beliefs are not expressed in ways which exploit pupils' vulnerability or might lead them to break the law.
  - (c) have proper and professional regard for the ethos, policies and practices of the school in which they teach, and maintain high standards in their own attendance and punctuality, in accordance with the **Staff Code of Conduct**.
  - (d) have an understanding of, and always act within, the statutory frameworks which set out their professional duties and responsibilities.



### 3. DELEGATION OF POWERS FOR PAY DECISIONS

3.1 Decisions relating to pay awards shall be made in accordance with the chart below.

Role	Recommender	Decision Maker/ Reviewer	Appeal
The School's Headteacher	The School's Leadership Appraisal Group	Our Executive Team	Our Board's Pay Appeal Panel
Other staff on Leadership Pay Range	The Appraiser	Leadership Appraisal Group	Our Executive Team
Upper Pay Range (including decision to join Upper Pay Range) and Leading Practitioners	The Appraiser	The School's Headteacher	Our Executive Team
Main Pay Range and Unqualified Pay Range	The Appraiser	The School's Headteacher	Our Executive Team

3.2 The Headteacher may choose to involve members of the School's Leadership team or middle management in assessing evidence before making a decision or recommendation. The Headteacher will assess appropriate evidence before making a decision or recommendation.

3.3 The Leadership Appraisal Group is composed as set out in our **Teacher Appraisal policy**. Our Board shall have a Pay Appeal Panel of no more than three directors.

3.4 A **Pay Decision** means any decision by a Decision Maker listed in the table at 3.1 to award a pay rise or to not award a pay rise in respect of an employee. It does not include a reference to a pay recommendation. In the event that you are dissatisfied with a Pay Decision about you, you may request a review by the decision maker which will involve a personal meeting held within **10 working days** of the original decision to which you may bring a Trade Union representative or workplace colleague.

3.5 If you are still dissatisfied with the Pay Decision after the review you may appeal within **5 working days** of the review decision, in accordance with 3.1 above. An appeal meeting will be heard within **15 working days** of the appeal to which you

may bring a Trade Union representative or workplace colleague. The appeal decision is final.

### 4. LEADERSHIP PAY RANGE

4.1 The Leadership Pay Range is set out at **Appendix 1**.

4.2 Neither a new post on the Leadership Pay Range nor any vacant post on the Leadership Pay Range will be advertised without prior approval of our Executive Team who shall set the appropriate range for the relevant role which shall ordinarily be a 7 point range for Headteachers and a 5 point range for other employees on the Range. There is no right of appeal against the salary level to which a person is appointed.

4.3 There will be progression on the Leadership Pay Range unless there has not been sustained high quality of performance judged against performance objectives, specific job description and the Teachers' Standards.

4.4 Under no circumstances may more than two points be awarded and it is envisaged that an award of two points will be exceptional and will require detailed justification.

4.5 The provisions of the current and relevant paragraph of the **STPCD** capping temporary payments to Headteachers shall apply.

4.6 TLRs and Project Bonuses cannot be paid to employees on the Leadership Pay Range.

### 5. BASIC PAY DETERMINATION ON APPOINTMENT – CLASSROOM TEACHERS

5.1 Any vacant posts for classroom teachers will be advertised as being between the minimum of the Main Pay Range and the maximum of the Upper Pay Range set out in the appropriate table at **Appendix 1**.

5.2 On appointment the Assessment Panel will determine the starting salary to be offered to the successful candidate within those Ranges.

5.3 In making such determinations, a range of factors may be considered including the following:



- (a) the current salary earned by the candidate;
  - (b) the requirements of the post;
  - (c) any specialist knowledge required for the post;
  - (d) the experience required to undertake the specific duties of the post;
  - (e) the wider School context;
  - (f) the local labour market for teachers of particular subjects;
  - (g) the candidate's academic qualifications;
  - (h) the candidate's experience of teaching; and
  - (i) any verified evidence of the candidate's responsibility for improvement in pupil progress achievement or attainment or in modelling school improvement.
- 5.4 We are committed to honouring the principal of pay portability.
- 5.5 There is no right of appeal against the salary level to which a person is appointed.
- 5.6 Teachers employed on an ongoing basis who work less than a full working week are deemed to be part-time. We will give them a written statement detailing their working time obligations and the standard mechanism used to determine their pay, subject to the provisions of the statutory pay and working time arrangements and by comparison with the school's timetabled teaching week for a full-time teacher in an equivalent post. We shall follow the current and relevant paragraph of the **STPCD Guidance**.
- 5.7 Teachers employed on a day-to-day or other short notice basis will be paid on a daily basis calculated on the assumption that a full working year consists of **195 days**; periods of employment for less than a day being calculated pro-rata.

## 6. PAY REVIEW PROCESS

- 6.1 All teachers can expect to receive regular, constructive feedback on their performance and are subject to annual appraisal that recognises their strengths, informs plans for their future development, and helps to enhance their professional

practice. The arrangements for teacher appraisal are set out in our **Teacher Appraisal policy**.

Each School will ensure that each teacher's salary is reviewed annually, with effect from 1 September and no later than **31 October** each year, and that all teachers (including those on the Leadership Pay Range) are given a written statement setting out their salary and any other financial benefits to which they are entitled.

- 6.2 Our appraisal process will include an appropriate mechanism to ensure that performance objectives and pay recommendations are moderated and that assessments of performance are fair and consistent.
- 6.3 Each School shall ensure that those making pay recommendations and decisions are trained or experienced in such matters and have sufficient time to undertake the process.
- 6.4 We shall budget on the basis that all staff will progress one increment.
- 6.5 Teachers who do not meet the requirements to progress a point on their pay band, because they are at the top of their scale, shall move to the relevant value of their current pay point.
- 6.6 Teacher's who have not been successful at the end of the appraisal cycle will not be eligible for progression.
- 6.7 There will be meetings throughout the appraisal process so that all teachers are aware of their progress towards meeting the criteria for pay progression. In the event that a teacher is unlikely to meet the criteria for pay progression they can expect to be alerted to this and given support to improve their performance as outlined in the Appraisal Policy.
- 6.8 For all these teaching staff reviews will be deemed to be successful unless significant concerns about standards of performance have been raised with the teacher during the annual performance management/appraisal cycle. When they are raised, the teacher concerned will be informed that the non-award of progression is a possibility if the concerns are not sufficiently addressed. The school will allow reasonable amount of time for a teacher to address concerns where raised.



## 7. THE MAIN PAY RANGE

The Main Pay Range is set out at **Appendix 1**.

## 8. MAIN PAY RANGE PROGRESSION

### Evidential expectation

- 8.1 As a teacher progresses through the Main Pay Range their objectives and judgements will need to be based on evidence of
- (a) quality of teaching and learning;
  - (b) a positive impact on student progress;
  - (c) an impact on wider outcomes for pupils;
  - (d) improvements in specific elements of practice identified in the appraisal process to the teacher;
  - (e) an increasing contribution to the work of the School;
  - (f) an impact on the effectiveness of colleagues and staff;
  - (g) good behaviour management; and
  - (h) positive use of assessment for learning and differentiation

### Standard progression

- 8.2 A teacher will progress one point on the Main Pay Range if all of the following conditions are met in relation to the appraisal cycle:
- (a) the teacher has met all the **Teachers' Standards** as part of their role
  - (b) the teacher has made good progress towards meeting objectives set for the appraisal cycle;
  - (c) the teacher has made every effort to bring about expected levels of pupil progress as set out in the teacher's performance objectives;

- (d) the teacher has delivered teaching which enables every child to achieve their potential; and

### Exceptional progression

- 8.3 A teacher may **exceptionally** be progressed two points on the Main Pay Range if:
- (a) the teacher has met all the **Teachers' Standards** as part of their role, for two consecutive years;
  - (b) the teacher has met objectives set for two appraisal cycles;
  - (c) the teacher has brought about better than expected levels of pupil progress as set out in the teacher's performance objective, for two consecutive years;
  - (d) the teacher has delivered consistently outstanding teaching for two years;

## 9. THE UPPER PAY RANGE

9.1 The Upper Pay Range is set out in **Appendix 1**.

9.2 Any qualified teacher within the School (even if not yet at M6) may apply to be promoted to the Upper Pay Range. Only one such application may be made in an academic year and should be made by 31 October of that academic year. Teachers returning from Maternity Leave will have a period of 8 weeks following their return to apply for assessment.

9.3 If a person is successful in their application to the Upper Pay range, the payment will be backdated to 1<sup>st</sup> September, the beginning of the academic year.

9.4 Applications should be made to the Headteacher in writing with whatever supporting evidence the teacher considers appropriate. The Headteacher should assess the application within **20 working days**.

9.5 The Headteacher may **only** allow a teacher to join the Upper Pay Range if the Headteacher is satisfied that:

- (a) the teacher is highly competent in all elements of the **Teachers' Standards**; and
- (b) the teacher's achievements and contribution to the School are substantial and sustained.



9.6 To pass these two tests, the appraisal process must demonstrate clear and secure evidence covering a continuous period of at least 2 years of:

- (a) their teaching being at a consistently high standard;
- (b) excellent depth and breadth of knowledge, skills and understanding of the **Teachers' Standards** and of developing adherence to those Standards by colleagues;
- (c) consistently positive impact on pupil progress to achieve or exceed expected outcomes;
- (d) consistently positive impact on raising standards across the School, not just in the teacher's own classroom;
- (e) effectively demonstrating to colleagues good teaching and learning practice and how to make a contribution to the work of the School;
- (f) effectively working collaboratively across the School;
- (g) effectively collaborating with colleagues; and
- (h) effective or innovative use of CPD opportunities.

## 10. PROGRESSION THROUGH THE UPPER PAY RANGE

### Evidential expectation

10.1 A teacher's objectives will become more challenging as they progress through the Upper Pay Range and judgements will need to be based on evidence of:

- (a) sustained high quality of teaching and learning;
- (b) a sustained and consistently positive impact on pupil progress;
- (c) a sustained and consistent impact on wider outcomes for pupils;
- (d) improvements in specific elements of practice identified to the teacher;
- (e) a sustained and consistent contribution to the work of the School;

- (f) a sustained and consistent impact on the effectiveness of colleagues and staff.

### Standard Progression

10.2 A teacher will be recommended for a one point rise on the Upper Pay Range if:

- (a) they have remained highly competent and their contribution to the School has remained substantial and sustained for at least two consecutive years;
- (b) the teacher has been assessed under the appraisal process as having fully and consistently met the **Teachers' Standards** for two consecutive years;
- (c) the pupils taught by the teacher have made expected progress over two consecutive years;
- (d) the teacher's objectives have been met for two consecutive years; and

### No exceptional progression

10.3 A teacher may not progress more than one point on the Upper Pay Range every two years.

## 11. LEADING PRACTITIONERS

11.1 The Leading Practitioner Range will have the same 18 points as L1-L18 on the Leadership Pay Range set out in the appropriate table in **Appendix 1**.

11.2 Leading Practitioner roles which must the primary purpose of modelling and leading improvement of teaching skills may only be advertised with the approval of the School's Local Governing Body.

11.3 TLRs and Project Bonuses may not be paid to Leading Practitioners.

## 12. PROGRESSION THROUGH THE LEADING PRACTITIONER RANGE

### Evidential expectation

12.1 A teacher's objectives will become more challenging as they progress through the Leading Practitioner Range and judgements will need to be based on evidence of:



- (a) a sustained high quality of teaching and learning;
- (b) a sustained and consistently positive impact on pupil progress;
- (c) a sustained and consistent impact on wider outcomes for pupils;
- (d) improvements in specific elements of practice identified to the teacher;
- (e) a sustained and consistent contribution to the work of the School; and
- (f) a sustained and consistent impact on the effectiveness of colleagues and staff.

#### Standard progression

12.2 A Leading Practitioner may be progressed one point within their range if:

- (a) the teacher has met all the **Teachers' Standards** for two consecutive years;
- (b) the teacher has met objectives set for two consecutive appraisal cycles;
- (c) the teacher has brought about better than expected levels of pupil progress as set out in the teacher's performance objectives, for two years;

#### No exceptional progression

12.3 A Leading Practitioner may not progress more than one point on their range each year.

### 13. TEACHING AND LEARNING RESPONSIBILITY PAYMENTS

13.1 TLR1 and 2 payments are allowed only for a post of significant responsibility which:

- (a) focused on teaching and learning;
- (b) requires exercise of professional skills and judgement;
- (c) requires leading managing or developing a subject or curriculum area or pupil development across the curriculum; and

(d) impacts on the educational progress of pupils other than the teacher's own class involves leading developing and enhancing the teaching practice of other staff.

13.2 A TLR 1 post may also involve management responsibility for a significant number of people.

13.3 Teachers will not be expected to undertake such additional responsibilities on a permanent basis without payment of a permanent TLR1 or TLR2 payment.

13.4 TLR1 and 2s may only be awarded on a temporary basis to a teacher occupying the post temporarily for secondments, maternity cover, sick leave or vacancies pending permanent appointment. The teacher must be notified at the start of a temporary TLR1 and 2 of either the date or circumstances in which the temporary TLR 1 or 2 will end.

13.5 The minimum and maximum values for TLR 1, TLR 2 and TLR 3 are set out in **Appendix 1**.

13.6 TLR1 and TLR2s may only be created as part of the staffing structure by the School's Local Governing Body. There shall be at least a £1,500 gap between each TLR1 sub-point and between each TLR2 sub-point (TLRs paid to part-time teachers will be pro-rata, with the exception of TLR3s).

13.7 The values of TLR1s and TLR2s are set by each School within the ranges specified in the current and relevant paragraphs of the **STPCD**.

13.8 We may make a TLR3 payment between the minimum and maximum set out in the appropriate table in **Appendix 1** to classroom teachers for clearly time-limited school improvement projects, or one off externally driven responsibilities. The duration of the fixed term must be established at the outset and payment should be made on a monthly basis for the duration of the fixed term. Each such TLR3 must be advertised internally and requires prior approval of the Local Governing Body. A TLR3 is not subject to safeguarding.

13.9 A TLR3 may be paid to the holder of a TLR1 or a TLR2.

13.10 No TLR is payable to a member of the Leadership Pay Range or the Leading Practitioner Range.

13.11 All TLR payments are pensionable under the Teachers' Pension Scheme.





## 14. UNQUALIFIED TEACHERS

- 14.1 The Unqualified Teachers' Pay Range is set out at **Appendix 1**.
- 14.2 Pay reviews for unqualified teachers shall follow the same process as for teachers on the Main Pay Range but taking into account the lack of Qualified Teacher Status and the need to evidence substantial progress to achieving the Teachers' Standards. The Trust may exercise its discretion to pay an unqualified teacher on an employment-based route to Qualified Teacher Status as a qualified teacher.

## 15. RECRUITMENT AND RETENTION ALLOWANCES AND INCENTIVES

- 15.1 We will follow the requirements of the current and relevant paragraphs of the **STPCD** in relation to the use of such allowances and incentives and the School will review the use of existing and future allowances annually.
- 15.2 Upon the award of a Recruitment and Retention allowance a determination will be made for how long this will be paid for and the date of review.
- 15.3 Recruitment and Retention Allowances and Incentives require the prior approval of the Chair and Head of Finance Committee of the Local Governing Body up to a limit of £5,000 and the Executive Team for amounts above £5,000 and will not be paid to persons on the Leadership Pay Range other than as reimbursement for housing or relocation costs.
- 15.4 Recruitment and Retention Allowances are pensionable under the Teachers' Pension Scheme.

## 16. SPECIAL NEEDS ALLOWANCE

Special Needs Allowances may be awarded in accordance with the current and relevant paragraphs of **STPCD**. The minimum and maximum values are set out in **Appendix 1**.

## 17. ADDITIONAL PAYMENTS

- 17.1 The School may make additional payments to staff:
- (a) for CPD outside of the school day;
  - (b) activities relating to the provision of initial teacher training as part of ordinary conduct of the School;

- (c) participation in out-of-school hours learning activity agreed by the Headteacher;
- (d) additional responsibilities and activities due to or in respect of the provision of service relating to the raising of educational standards to one or more additional schools, provided:
  - the Headteacher shall have given prior approval; and
  - the total of such payments are reported termly to the Local Governing Body and to the Executive Team.

17.2 Participation in any such activities is entirely voluntary for classroom teachers.

17.3 All additional payments are pensionable under the Teachers' Pension Scheme.

## 18. ACTING ALLOWANCES

We will follow the current and relevant paragraphs of the **STPCD** which governs the use of acting allowances for persons temporarily filling roles on the Leadership Pay Range.

## 19. SALARY SACRIFICE ARRANGEMENTS

- 19.1 Where such arrangements are in place the current and relevant paragraphs of the **STPCD** shall apply to the relevant teacher.

## 20. BONUSES AND HONORARIA

- 20.1 Save as described below a School may not make any payment in the form of a bonus or honorarium.
- 20.2 The Local Governing Body may approve the creation of time limited Project Bonuses worth no more than £2500. A person may receive no more than one Project Bonus in an academic year.
- 20.3 A Project Bonus is only payable on the successful completion of a project. The availability of the project must be internally advertised to teaching staff.
- 20.4 A Project Bonus may not be paid to a member of teaching staff on the leadership spine. A Project Bonus may not be paid alongside a TLR3 for the same work.



- 20.5 As a matter of policy we will treat a Project Bonus as pensionable under the Teachers' Pension Scheme even though the rules of the Pension Scheme are not absolutely certain on this point.

## **21. RETENTION OF RECORDS**

Given the ongoing need to ensure equal pay the School shall retain all paperwork relating to any decision whether or not to make a pay rise and shall not destroy any records until at least 7 years after the relevant employee has ceased to be employed by us.

## **22. MATERNITY & SICKNESS ABSENCE**

- 22.1 A teacher who is absent from work on maternity leave or due to sickness absence, at the time of the annual pay review in September/October, shall have a pay decision made on the basis of all available evidence for the previous appraisal year.
- 22.2 In the unlikely event of there being no evidence at all on which to base a pay decision because of a teacher's absence the School may make a pay decision based on the previous two years' performance and appraisals.
- 22.3 The purpose of these provisions is to ensure that a teacher on maternity leave is not unfairly prejudiced in her career progression..

## **23. MONITORING**

- 23.1 Each school will complete an Equalities Impact Assessment each year and submit this to the Executive Team.
- 23.2 Our Board will monitor the implementation of this policy in particular in relation to any equality or diversity issues

POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## TRUST DEVELOPMENT RESPONSIBILITY

## TRUST DEVELOPMENT RESPONSIBILITY

### 1. INTRODUCTION

As the Trust grows, it remains important that we maintain an agile staffing structure whilst continuing to develop and deliver a first-class service to our new and existing academies.

In the current climate, funding is unpredictable and with the imminent introduction of the National Funding Formula (NFF), the Trust needs to consider its strategic priorities and the best way of resourcing itself to deliver those priorities.

Since the formation of the Trust, it has always been our commitment to nurture and develop the talent that already exists within the organisation before considering external recruitment or commissioning. This approach ensures that we can harness and develop our staffs' God-given skills and offer them reasons to remain and grow within our family of schools. It also means that as a Trust, we can quickly respond to growing or changing priorities by increasing or reducing resource as required.

Over the last year, the richness, passion and commitment of those within the organisation has been the key to the Trust's rapid development.

Owing to the flexibility of our model and our ability to draw on capacity from those based in our member Academies, we have been able to develop our systems and structures, creating strong foundations for future growth, whilst progressing with initiatives that would not normally be considered until years 2 and 3 of the Trust's life. This model has also proved to be far more cost effective. Recruiting is expensive and in a changing financial climate, can be risky. If needs change, so may our staffing or structural needs. Internal talent management reduces those risks and saves on the overheads of recruitment and long-term commitment.

### 2. PURPOSE OF THE POLICY

In utilising internal talent, we need to consider the best way of recognising those individuals that contribute to the Trust's development by participating in agreed projects that align with our strategic objectives and which have a Trust wide impact.

### 3. IDENTIFYING INDIVIDUALS

There will be occasions where, in line with the Trust's strategic priorities, the Trust Leadership Team (Chief Executive / Chief Operating Officer) may approach individuals within the organisation that they feel would be suitable to design, plan or lead an initiative or project for the benefit of the group.

When identifying an individual to lead on a project or initiative, the Chair of Governors should be consulted by the Headteacher and/or a member of the Trust Leadership Team to ensure that all parties are assured of the school's capacity to support.

The Chair of Governors and Headteacher should assess themselves and their school's capacity against the SDBEMAT Determining Capacity Policy (Appendix 1).

### 4. TRUST DEVELOPMENT RESPONSIBILITY (TDR)

Where the Trust Leadership Team has identified an individual to lead on a project or initiative and the Governing Body to whom the individual reports has considered the impact on the school and the school's capacity to release the individual, and has assessed it to be acceptable, the Trust Leadership Team may approve the commencement of the project.

The Trust Leadership Team may, having considered the nature of the project and its intended impact, award a 'Trust Development Responsibility (TDR)'.

A TDR may be awarded to an employee for undertaking a fixed term initiative or project which will ultimately have a positive and significant impact across the Trust. Such responsibilities would be rewarded in line with this scheme and agreed ahead of commencement of the project.

As such initiatives or projects will have been identified and commissioned by the Trust's Leadership Team, the cost of these responsibilities (including on-costs) will be met by the Trust and not the individual school.

### 5. TDR BANDING

Having decided to award a TDR, the Trust Leadership Team will determine the level of the award and its value:

Band	Band Range
TDR 1	£1,000 - £2,999
TDR 2	£3,000 - £4,999
TDR 3	£5,000 - £8,000
All awards are subject to Tax and National Insurance deductions.	

When determining the appropriate TDR band, the Trust Leadership team will take into consideration the impact the project will have on the Trust and also the complexity and time demands involved with the project. Consideration will also be given to the level of



responsibility the individual will have for leading or contributing to the project.

The Trust Leadership Team may also consider awarding a TDR as credit towards a CPD programme of the individual's choice, which would be required to align with the terms in 7.2 (below).

## 6. TRUST CONTRIBUTION (TC)

Depending on the nature of the project, the Trust Leadership Team may award, which will be agreed in advance, a 'Trust Contribution (TC)' to the school for days in which the individual is off site delivering the project.

This contribution will reflect the need to cover or backfill the individual, whilst recognising that the project will have an inevitable benefit for the employing Academy as knowledge, experience and resources developed can be utilised in the employee's home school.

The following bandings will be considered when awarding a Trust Contribution:

Band	Band Range (Per Day)
TC 1	£100 - £200
TC 2	£200 - £300
TC 3	£300 - £400

## 7. TDR TERMS

7.1. Each project or initiative will be time bound.

7.2. A TDR may be awarded retrospectively for an initiative that developed into a substantial project.

7.3. Staff may not be paid more than one allowance to participate in different projects.

7.4. Before awarding any TDR the Trust Leadership Team must be satisfied that the project or initiative will include a significant responsibility and that it:

- will ultimately impact on teaching and learning;
- requires the exercise of professional skills and judgement;

- requires the individual to lead, manage and develop a project or initiative;
- has an impact on the educational progress of pupils Trust wide other than the individuals own home school, and;
- involves leading, developing and enhancing the teaching practice of other staff.

7.5. A TDR may only be awarded to staff employed within our member academies and may not be awarded to Trust central staff.

7.6. A TDR may not be made to a member of staff who is being seconded to the Trust.

7.7. Where a project or initiative may span a period longer than 1 year, a TDR is not automatically awarded in the subsequent year. Where one may be awarded, the value of the TDR will be reviewed depending on the nature of the project or initiative remaining.

A Trust Development Responsibility is designed to sit outside of the individuals Performance Management Process which should be conducted based on the employee's performance in their employing school

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## ANTI-SLAVERY & HUMAN TRAFFICKING

## ANTI-SLAVERY AND HUMAN TRAFFICKING STATEMENT

### DEFINITIONS AND SCOPE

Modern slavery is a term used to encompass slavery, servitude, forced and compulsory labour, bonded and child labour and human trafficking. Human trafficking is where a person arranges or facilitates the travel of another person with a view to that person being exploited. Modern slavery is a crime and a violation of fundamental human rights.

This statement applies to all persons working for and/or on behalf of SDBE MAT in any capacity, including employees at all levels, directors, agency workers, seconded workers, volunteers, agents, contractors and suppliers.

### STATEMENT OF INTENT

- As a Trust, we are committed to raising awareness of modern slavery and human trafficking within our academies, as part of our responsibility for the safeguarding of pupils.
- SDBE MAT has a zero-tolerance approach to modern slavery and human trafficking, and we are committed to acting ethically and with integrity in all our business dealings and relationships.
- We expect our external suppliers and contractors to abide by this statement, and will carry out appropriate due diligence within our procurement process to ensure that the SDBE MAT will not knowingly enter a business relationship with a non-compliant organisation.

### ACCOUNTABILITY

- The SDBE MAT Board of Trustees has overall responsibility for ensuring that this statement complies with our legal and ethical obligations, and that all those under its scope are aware of and compliant with it.
- Within our academies, the Headteacher and the Local Governing Body are responsible for ensuring compliance with this statement in relation to any parties working with or on behalf of that academy.

- Individually, employees are responsible for notifying their line manager should they become aware of any activities, within the Trust or by any of its external suppliers or partners, which is not compliant with the Statement of Intent above.

### SDBE MAT POLICIES FOR REFERENCE

To support our statement of intent, the following policies are in place to promote good practice across the Trust, and to provide clear and consistent mechanisms for handling any issues of concern.

They are published online and are subject to regular review in order to remain fit for purpose:

- Equality and diversity policy
- Procurement policy
- Gifts and hospitality policy
- Whistleblowing policy
- Complaints policy
- Safeguarding and Child Protection Policy



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**Southwark Diocesan  
Board of Education  
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# HR POLICY HANDBOOK

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## STAFF EXPENSES POLICY



## 1. INTRODUCTION

All staff employed by Southwark Board of Education Multi-Academy Trust (SDBE MAT) may claim reimbursement in respect of actual expenditure incurred by them arising from attending meetings, training and conferences and purchases made on behalf of their academy.

Claims must be made within 60 days of the cost being incurred.

Throughout this policy, the term 'Senior Leader' includes the Academy's Chair of Governors, Headteacher or member of the school's leadership team. In the case of Trust Central staff, the Chief Operating Officer or Chief Executive are classed as Senior Leaders.

## 2. TRAVEL EXPENSES

Staff are expected to make use of public transport where it is available, unless its use results in considerable inconvenience, expense or if it is not a viable option due to a disability or the need to take equipment or passengers.

All staff are encouraged to undertake car-sharing where possible and when travelling to the same venue.

When using their own vehicle in the course of their employment, staff must ensure that their car insurance policy covers business use. They must also ensure that the car is safe and legal to drive.

Academy staff must obtain agreement from a Senior Leader in advance for any journeys being undertaken for which a claim will be made.

Individuals are free to determine the method of travel which they choose to use but should do so in the knowledge of the basis which will be used for calculation of reimbursement. The decision as to whether public transport is impractical should be taken by an appropriate Senior Leader.

Decisions should be made in a fair and equitable manner to ensure fair treatment of staff within the Academy and throughout the Trust.

Rail fares: the actual cost incurred for standard return second class tickets will be reimbursed. Staff should seek the lowest fare available for the journey and the time of day. Where the journey, on a single train, will be greater than two hours and employees are able to undertake specific work tasks whilst traveling, consideration will be given to

purchasing first class tickets if the additional cost over a standard fare is not unreasonable.

Wherever feasible, advance booking should be used to secure the cheapest fare. However, Senior Leaders should not unreasonably withhold full reimbursement when it has not been possible to book in advance.

Used tickets or a receipt are required in order for a claim to be accepted.

Bus and underground fares: expenses can be claimed as incurred. Staff should register their Oyster cards online and provide a printout showing journeys made.

Where travel by public transport is impractical, the rate of reimbursement for car mileage will be at a fixed rate as determined by the Inland Revenue rate (currently 45p per mile).

Staff can also claim an additional allowance of 5p per passenger per business mile for carrying fellow employees in a car or van on journeys which are also work journeys for them.

Mileage will be calculated according to the shortest route to and from the required destination (deducting any mileage that would normally be covered travelling to and from the place of work).

When travelling by car, free parking is usually available for most destinations within a reasonable walking distance. Car parking will only be reimbursed where this is not possible. Car parking will not be reimbursed if also claiming public transport.

## 3. OTHER EXPENSES

A member of staff attending a meeting, training conference, or another school, which involves a need for overnight accommodation may be entitled to be reimbursed for reasonable costs incurred for accommodation.

If the Trust or Academy is to cover the cost of accommodation, then this has to be agreed by a Senior Leader before any cost is incurred.

The recommended accommodation should be equivalent to a three-star standard or less and should be no greater than £120 per night in a major city and £100 elsewhere.



Where it is not possible to obtain accommodation within the outlined limits, the COO is authorised to make exceptions based on the needs of the Trust.

Once the costs have been sanctioned, and before they are actually incurred, the appropriate purchase order needs to be raised so that the cost can be allocated within the budget.

In deciding, the Senior Leader will consider the following points:

- Is it necessary to attend the event at this venue?
- Is there a clear benefit to the Academy/Trust by having the member of staff attending the event?
- If the benefit in attending is solely for the member of staff's own personal development, then reimbursement cannot be considered.
- How long is the travelling time from to the venue using the fastest mode of transport?

If the journey time is not considerable, then payment of overnight accommodation will not be considered. If, however, attendance at the venue is required for several consecutive days, but the journey time criteria are not met, consideration should be given for paying for overnight accommodation, if this would be more cost effective than paying for daily travelling costs.

Where overnight accommodation has been agreed, a member of staff is also eligible to claim for meals as follows:

- For breakfast and lunch, up to £15 for each meal can be claimed.
- For dinner, cost up to £25 can be claimed
- The costs claimed for meals is inclusive of non-alcoholic drinks.

**!! IT IS EXPLICITLY FORBIDDEN TO PURCHASE ALCOHOL USING ACADEMY FUNDS !!**

#### **4. MISCELLANEOUS EXPENSES**

The Trust/Academy provides mobile phones only where a specific operational need arises.

It is the policy that no private use is made of such mobile phones except in emergencies.

Staff members will be required to reimburse the Academy for the costs of any non-emergency private calls.

The Trust will not reimburse staff for the use of private mobile phones but will meet the actual cost of business calls made on private phones subject to evidence of the calls being provided with the staff claim form.

Purchases made on behalf of an Academy (e.g. perishable items for cookery) must be approved by the budget holder prior to purchase.

If prior approval has not been obtained from the budget holder the Trust/Academy reserves the right not to reimburse the cost.

If, when using the Academy minibus, a member of staff incurs a penalty charge notice the cost will not be reimbursed.

This will also be the case if the minibus is being used for business purposes, unless there are extenuating circumstances.

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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## DEALING WITH ALLEGATIONS OF ABUSE AGAINST STAFF

## 1. SCOPE OF THIS POLICY

- 1.1 The Southwark Diocesan Board of Education Multi-Academy Trust (SDBE MAT) Board of Trustees has agreed this Policy and as such, it applies to all Academies within the SDBE MAT.
- 1.2 This guidance is about managing cases of allegations that might indicate a person would pose a risk of harm if they continue to work in regular or close contact with children in their present position, or in any capacity. It should be used in respect of all cases in which it is alleged that a teacher or member of staff (including volunteers) in a school or college that provides education for children under 18 years of age 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; or
  - behaved towards a child or children in a way that indicates he or she would pose a risk of harm to children.
- 1.3 This guidance relates to members of staff who are currently working in any SDBE MAT Academy regardless of whether the Academy is where the alleged abuse took place. Allegations against a teacher who is no longer teaching should be referred to the police. Historical allegations of abuse should also be referred to the police).
- 1.4 SDBE MAT has a duty of care to all our employees. We will ensure that effective support is provided for anyone facing an allegation and a named contact will be provided if an employee is suspended. It is essential that any allegation of abuse made against a teacher or other member of staff or volunteer in an academy is dealt with very quickly, in a fair and consistent way that provides effective protection for the child and at the same time supports the person who is the subject of the allegation

## 2 INITIAL CONSIDERATIONS

- 2.1 This procedure for dealing with allegations needs to be applied with common sense and judgement. Many cases may well either not meet the criteria set out above, or may do so without warranting consideration of either a police investigation or enquiries by local authority children's social care services. In these cases, local arrangements should be followed to resolve cases without delay.
- 2.2 Some rare allegations will be so serious they require immediate intervention by children's social care services and/or police. The designated officer(s) (Local Authority Designated Officer – LADO) should be informed of all allegations that come to the academy's attention and appear to meet the criteria so they can consult police and children's social care services as appropriate.
- 2.3 The following definitions should be used when determining the outcome of allegation investigations:
- Substantiated: there is sufficient evidence to prove the allegation;
  - Malicious: there is sufficient evidence to disprove the allegation and there has been a deliberate act to deceive;
  - False: there is sufficient evidence to disprove the allegation;
  - Unsubstantiated: there is insufficient evidence to either prove or disprove the allegation. The term, therefore, does not imply guilt or innocence.
- 2.4 In the first instance, the headteacher, or where the headteacher is the subject of an allegation, the chair of governors, (the 'case manager') should immediately discuss the allegation with the designated officer(s). The purpose of an initial discussion is for the designated officer(s) and the case manager to consider the nature, content and context of the allegation and agree a course of action. The designated officer(s) may ask the case manager to provide or obtain relevant additional information, such as previous history, whether the child or their family have made similar allegations previously and the individual's current contact with children. There may be situations when the case manager will want to involve the



- police immediately, for example if the person is deemed to be an immediate risk to children or there is evidence of a possible criminal offence. Where there is no such evidence, the case manager should discuss the allegations with the designated officer(s) in order to help determine whether police involvement is necessary.
- 2.5 The initial sharing of information and evaluation may lead to a decision that no further action is to be taken in regard to the individual facing the allegation or concern; in which case this decision and a justification for it should be recorded by both the case manager and the designated officer(s), and agreement reached on what information should be put in writing to the individual concerned and by whom. The case manager should then consider with the designated officer(s) what action should follow both in respect of the individual and those who made the initial allegation.
- 2.6 The case manager should inform the accused person about the allegation as soon as possible after consulting the designated officer(s). It is extremely important that the case manager provides them with as much information as possible at that time. However, where a strategy discussion is needed, or police or children's social care services need to be involved, the case manager should not do that until those agencies have been consulted, and have agreed what information can be disclosed to the accused. The case manager must consider carefully whether the circumstances of a case warrant a person being suspended from contact with children at the academy or whether alternative arrangements can be put in place until the allegation or concern is resolved. All options to avoid suspension should be considered prior to taking that step and advice must be taken from the designated officer(s) and SDBE MAT HR Business Partner (see further information on suspension which follows)
- 2.7 If there is cause to suspect a child is suffering or is likely to suffer significant harm, a strategy discussion should be convened in accordance with the statutory guidance Working together to safeguard children. If the allegation is about physical contact, the strategy discussion or initial evaluation with the police should take into account that teachers and other academy staff are entitled to use reasonable force to control or restrain children in certain circumstances, including dealing with disruptive behaviour.
- 2.8 Where it is clear that an investigation by the police or children's social care services is unnecessary, or the strategy discussion or initial evaluation decides that is the case, the designated officer(s) should discuss the next steps with the case manager. In those circumstances, the options open to the academy depend on the nature and circumstances of the allegation and the evidence and information available. This will range from taking no further action to dismissal or a decision not to use the person's services in future. Further advice must be sought from the HR Business Partner. Suspension should not be the default position: an individual should be suspended only if there is no reasonable alternative.
- 2.9 In some cases, further enquiries will be needed to enable a decision about how to proceed. If so, the designated officer(s) should discuss with the case manager how and by whom the investigation will be undertaken. In straightforward cases, the investigation should normally be undertaken by a senior member of the academy's staff.
- 2.10 However, in other circumstances, such as lack of appropriate resource within the academy, or the nature or complexity of the allegation, the allegation will require an independent investigator. Advice on appointing an independent investigator can be sought from the HR Business Partner.
- ### 3 SUPPORTING THOSE INVOLVED
- 3.1 SDBE MAT has a duty of care to our employees. We will act to manage and minimise the stress inherent in the allegations process. Individuals will be informed of concerns or allegations as soon as possible and given an explanation of the likely course of action, unless there is an objection by the children's social care services or the police. The individual will be advised to contact their trade union representative, if they have one, or a colleague for support. They will also be given details of our Employee Assistance Programme.
- 3.2 The case manager will appoint a named representative to keep the person who is the subject of the allegation informed of the progress of the case and consider what other support is appropriate for the individual. Particular care will be taken when employees are suspended to ensure that they are kept informed of both



the progress of their case and current work-related issues. Social contact with colleagues and friends will not be prevented unless there is evidence to suggest that such contact is likely to be prejudicial to the gathering and presentation of evidence.

- 3.3 Parents or carers of a child or children involved should be told about the allegation as soon as possible if they do not already know of it. However, where a strategy discussion is required, or police or children's social care services need to be involved, the case manager should not do so until those agencies have been consulted and have agreed what information can be disclosed to the parents or carers. Parents or carers should also be kept informed about the progress of the case and told the outcome where there is not a criminal prosecution, including the outcome of any disciplinary process. The deliberations of a disciplinary hearing, and the information taken into account in reaching a decision, cannot normally be disclosed, but the parents or carers of the child should be told the outcome in confidence. (In deciding what information to disclose, careful consideration should be given to the provisions of the Data Protection Act 1998, the law of confidence and, where relevant, the Human Rights Act 1998. Guidance should be sought from the HR Business Partner).
- 3.4 Parents and carers should also be made aware of the requirement to maintain confidentiality about any allegations made against teachers whilst investigations are ongoing as set out in section 141F of the Education Act 2002. If parents or carers wish to apply to the court to have reporting restrictions removed, they should be told to seek legal advice.
- 3.5 In cases where a child may have suffered significant harm, or there may be a criminal prosecution, children's social care services, or the police as appropriate, should consider what support the child or children involved may need.

## 4 CONFIDENTIALITY

- 4.1 It is extremely important that when an allegation is made, the academy makes every effort to maintain confidentiality and guard against unwanted publicity while an allegation is being investigated or considered. The Education Act 2002 introduced reporting restrictions preventing the publication of any material that

may lead to the identification of a teacher who has been accused by, or on behalf of, a pupil from the same school (where that identification would identify the teacher as the subject of the allegation). The reporting restrictions apply until the point that the accused person is charged with an offence, or until the Secretary of State publishes information about an investigation or decision in a disciplinary case arising from the allegation (carried out by the National College for Teaching and Leadership). The reporting restrictions also cease to apply if the individual to whom the restrictions apply effectively waives their right to anonymity by going public themselves or by giving their written consent for another to do so or if a judge lifts restrictions in response to a request to do so. The provisions commenced on 1 October 2012.

- 4.2 The legislation imposing restrictions makes clear that "publication" of material that may lead to the identification of the teacher who is the subject of the allegation is prohibited. "Publication" includes "any speech, writing, relevant programme or other communication in whatever form, which is addressed to the public at large or any section of the public". This means that a parent who, for example, published details of the allegation on a social networking site would be in breach of the reporting restrictions (if what was published could lead to the identification of the teacher by members of the public).
- 4.3 In accordance with the Association of Chief Police Officers' (ACPO) guidance the police will not normally provide any information to the press or media that might identify an individual who is under investigation, unless and until the person is charged with a criminal offence. (In exceptional cases where the police would like to depart from that rule, for example an appeal to trace a suspect, they must apply to a magistrates' court to request that reporting restrictions be lifted.)
- 4.4 The case manager should take advice from the designated officer(s), police and children's social care services to agree the following:
- who needs to know and, importantly, exactly what information can be shared;
  - how to manage speculation, leaks and gossip;



- what, if any, information can be reasonably given to the wider community to reduce speculation; and

- how to manage press interest if, and when, it should arise.

## 5 MANAGING THE SITUATION AND EXIT ARRANGEMENTS

## 6 RESIGNATIONS AND SETTLEMENT AGREEMENTS

- 6.1 If the accused person resigns, or ceases to provide their services, this should not prevent an allegation being followed up in accordance with this guidance. A referral to the DBS must be made, if the criteria are met. If the accused person resigns or their services cease to be used and the criteria are met, it will not be appropriate to reach a settlement agreement. A settlement agreement which prevents the academy from making a DBS referral when the criteria are met would likely result in a criminal offence being committed as the academy would not be complying with its legal duty to make the referral.
- 6.2 It is important that every effort is made to reach a conclusion in all cases of allegations bearing on the safety or welfare of children, including any in which the person concerned refuses to cooperate with the process. Wherever possible, the accused should be given a full opportunity to answer the allegation and make representations about it. But the process of recording the allegation and any supporting evidence, and reaching a judgement about whether it can be substantiated on the basis of all the information available, should continue even if that cannot be done or the accused does not cooperate. It may be difficult to reach a conclusion in those circumstances, and it may not be possible to apply any disciplinary sanctions if a person's period of notice expires before the process is complete, but it is important to reach and record a conclusion wherever possible.
- 6.3 'Settlement agreements' (sometimes referred to as compromise agreements), by which a person agrees to resign if the employer agrees not to pursue disciplinary action, and both parties agree a form of words to be used in any future reference, should not be used in cases of refusal to cooperate or resignation before the person's notice period expires. Such an agreement will not prevent a thorough police investigation where that is appropriate.

## 7 RECORD KEEPING

- 7.1 Details of allegations that are found to have been malicious should be removed from personnel records. However, for all other allegations, it is important that a clear and comprehensive summary of the allegation, details of how the allegation was followed up and resolved, and a note of any action taken and decisions reached, is kept on the confidential personnel file of the accused, and a copy provided to the person concerned.
- 7.2 The purpose of the record is to enable accurate information to be given in response to any future request for a reference, where appropriate. It will provide clarification in cases where future DBS checks reveal information from the police about an allegation that did not result in a criminal conviction and it will help to prevent unnecessary re-investigation if, as sometimes happens, an allegation re-surfaces after a period of time. The record should be retained at least until the accused has reached normal pension age or for a period of 10 years from the date of the allegation if that is longer.
- 7.3 The Information Commissioner has published guidance on employment records in its Employment Practices Code and supplementary guidance, which provides some practical advice on record retention.  
[http://ico.org.uk/for\\_organisations/data\\_protection/topic\\_guides/employment](http://ico.org.uk/for_organisations/data_protection/topic_guides/employment)

## 8 REFERENCES

- 8.1 Cases in which an allegation was proven to be false, unsubstantiated or malicious should not be included in employer references. A history of repeated concerns or allegations which have all been found to be false, unsubstantiated or malicious should also not be included in any reference.

## 9 TIMESCALES

- 9.1 It is in everyone's interest to resolve cases as quickly as possible consistent with a fair and thorough investigation. All allegations should be investigated as a priority to avoid any delay. Target timescales are shown below: the time taken to



investigate and resolve individual cases depends on a variety of factors including the nature, seriousness and complexity of the allegation, but these targets should be achieved in all but truly exceptional cases. It is expected that 80 per cent of cases should be resolved within one month, 90 per cent within three months, and all but the most exceptional cases should be completed within 12 months.

- 9.2 For those cases where it is clear immediately that the allegation is unsubstantiated or malicious, they should be resolved within one week. Where the initial consideration decides that the allegation does not involve a possible criminal offence it will be for the academy to deal with it, although if there are concerns about child protection, the academy should discuss them with the designated officer(s). In such cases, if the nature of the allegation does not require formal disciplinary action, the employer should institute appropriate action within three working days. If a disciplinary hearing is required and can be held without further investigation, the hearing should be held within 15 working days. Advice on the Trust's Disciplinary Procedure is available from the SDBE MAT HR Business Partner.

## 10 OVERSIGHT AND MONITORING

- 10.1 The designated officer(s) has overall responsibility for oversight of the procedures for dealing with allegations, for resolving any inter-agency issues, and for liaison with the Local Safeguarding Children Board (LSCB) on the subject. The designated officer(s) will provide advice and guidance to the case manager, in addition to liaising with the police and other agencies, and monitoring the progress of cases to ensure that they are dealt with as quickly as possible consistent with a thorough and fair process. Reviews should be conducted at fortnightly or monthly intervals, depending on the complexity of the case.
- 10.2 Police forces should also identify officers who will be responsible for:
- liaising with the designated officer(s);
  - taking part in the strategy discussion or initial evaluation;

- subsequently reviewing the progress of those cases in which there is a police investigation; and

- sharing information on completion of the investigation or any prosecution

- 10.3 If the strategy discussion or initial assessment decides that a police investigation is required, the police should also set a target date for reviewing the progress of the investigation and consulting the Crown Prosecution Service (CPS) about whether to: charge the individual; continue to investigate; or close the investigation. Wherever possible, that review should take place no later than four weeks after the initial evaluation. Dates for subsequent reviews, ideally at fortnightly intervals, should be set at the meeting if the investigation continues.

## 11 SUSPENSION

- 11.1 The possible risk of harm to children posed by an accused person should be evaluated and managed in respect of the child(ren) involved in the allegations. In some rare cases that will require the case manager to consider suspending the accused until the case is resolved. Suspension should not be an automatic response when an allegation is reported: all options to avoid suspension should be considered prior to taking that step. If the case manager is concerned about the welfare of other children in the community or the teacher's family, those concerns should be reported to the designated officer(s) or police. But suspension is highly unlikely to be justified on the basis of such concerns alone.
- 11.2 Suspension should be considered only in a case where there is cause to suspect a child or other children at the academy is/are at risk of harm or the case is so serious that it might be grounds for dismissal. However, a person should not be suspended automatically: the case manager must consider carefully whether the circumstances warrant suspension from contact with children at the academy or until the allegation is resolved, and must seek advice from the HR Business Partner and the designated officer(s). In cases where the academy is made aware that the Secretary of State has made an interim prohibition order in respect of an individual at the academy, it will be necessary to immediately suspend that person from teaching pending the findings of the National College for Teaching and Leadership's (NCTL) investigation.





11.3 The case manager should also consider whether the result that would be achieved by immediate suspension could be obtained by alternative arrangements. In many cases an investigation can be resolved quickly and without the need for suspension. If the designated officer(s), police and children's social care services have no objections to the member of staff continuing to work during the investigation, the case manager should be as inventive as possible to avoid suspension. Based on assessment of risk, the following alternatives should be considered by the case manager before suspending a member of staff:

- redeployment within the academy so that the individual does not have direct contact with the child or children concerned;
- providing an assistant to be present when the individual has contact with children;
- redeploying to alternative work in the academy so the individual does not have unsupervised access to children;
- moving the child or children to classes where they will not come into contact with the member of staff, making it clear that this is not a punishment and parents have been consulted; or
- temporarily redeploying the member of staff to another role in a different location, for example to an alternative academy within the Trust.

11.4 These alternatives allow time for an informed decision regarding the suspension and possibly reduce the initial impact of the allegation. This will, however, depend upon the nature of the allegation. The case manager should consider the potential permanent professional reputational damage to employees that can result from suspension where an allegation is later found to be unsubstantiated or maliciously intended.

11.5 If immediate suspension is considered necessary, the rationale and justification for such a course of action should be agreed and recorded by both the case

manager and the designated officer(s). This should also include what alternatives to suspension have been considered and why they were rejected.

11.6 Where it has been deemed appropriate to suspend the person, written confirmation should be dispatched within one working day, giving as much detail as appropriate for the reasons for the suspension. The person must be informed at the point of their suspension who their named contact is within the organisation and provided with their contact details.

11.7 Children's social care services or the police cannot require the case manager to suspend a member of staff or a volunteer, although they should give appropriate weight to their advice. The power to suspend is vested in the Headteacher and Governing Body of the academy. However, where a strategy discussion or initial evaluation concludes that there should be enquiries by the children's social care services and/or an investigation by the police, the designated officer(s) should canvass police and children's social care services for views about whether the accused member of staff needs to be suspended from contact with children in order to inform the academy consideration of suspension. Police involvement does not make it mandatory to suspend a member of staff; this decision should be taken on a case-by-case basis having undertaken a risk assessment.

## 12 INFORMATION SHARING

12.1 In a strategy discussion or the initial evaluation of the case, the agencies involved should share all relevant information they have about the person who is the subject of the allegation, and about the alleged victim.

12.2 Where the police are involved, the case manager should ask the police to obtain consent from the individuals involved to share their statements and evidence for use in the employer disciplinary process. This should be done as their investigation proceeds and will enable the police to share relevant information without delay at the conclusion of their investigation or any court case.

12.3 Children's social care services should adopt a similar procedure when making enquiries to determine whether the child or children named in the allegation are in need of protection or services, so that any information obtained in the course



of those enquiries which is relevant to a disciplinary case can be passed to the employer without delay.

### 13 SPECIFIC ACTIONS

### 14 FOLLOWING A CRIMINAL INVESTIGATION OR A PROSECUTION

- 14.1 The police should inform the employer and designated officer(s) immediately when a criminal investigation and any subsequent trial is complete, or if it is decided to close an investigation without charge, or not to continue to prosecute the case after person has been charged. In those circumstances, the designated officer(s) should discuss with the case manager whether any further action, including disciplinary action, is appropriate and, if so, how to proceed. The information provided by the police and/or children's social care services should inform that decision. The options will depend on the circumstances of the case and the consideration will need to take into account the result of the police investigation or the trial, as well as the different standard of proof required in disciplinary and criminal proceedings.

### 15 ON CONCLUSION OF A CASE

- 15.1 If the allegation is substantiated and the person is dismissed or the academy ceases to use the person's services, or the person resigns or otherwise ceases to provide his or her services, the designated officer(s) should discuss with the case manager and the HR Business Partner whether the academy will decide to make a referral to the DBS for consideration of whether inclusion on the barred lists is required; and, in the case of a member of teaching staff, whether to refer the matter to the NCTL to consider prohibiting the individual from teaching.
- 15.2 **There is a legal requirement for employers to make a referral to the DBS where they think that an individual has engaged in conduct that harmed (or is likely to harm) a child; or if a person otherwise poses a risk of harm to a child.**
- 15.3 Where it is decided on the conclusion of a case that a person who has been suspended can return to work, the case manager should consider how best to facilitate that. Most people will benefit from some help and support to return to

work after a stressful experience. Depending on the individual's circumstances, a phased return and/or the provision of a mentor to provide assistance and support in the short term may be appropriate. The case manager should also consider how the person's contact with the child or children who made the allegation can best be managed if they are still a pupil at the academy.

### 16 IN RESPECT OF MALICIOUS OR UNSUBSTANTIATED ALLEGATIONS

- 16.1 If an allegation is determined to be unsubstantiated or malicious, the designated officers(s) should refer the matter to the children's social care services to determine whether the child concerned is in need of services, or may have been abused by someone else. If an allegation is shown to be deliberately invented or malicious, the headteacher, should consider whether any disciplinary action is appropriate against the pupil who made it; or whether the police should be asked to consider if action might be appropriate against the person responsible, even if he or she was not a pupil.

### 17 LEARNING LESSONS

At the conclusion of a case in which an allegation is substantiated, the designated officer(s) should review the circumstances of the case with the case manager to determine whether there are any improvements to be made to the Academy Trusts procedures or practice to help prevent similar events in the future. This should include issues arising from the decision to suspend the member of staff, the duration of the suspension and whether or not suspension was justified. Lessons should also be learnt from the use of suspension when the individual is subsequently reinstated. The designated officers(s) and case manager should consider how future investigations of a similar nature could be carried out without suspending the individual.



## APPENDIX 1

Contact Details for the Local Authority Designated Officer (LADO)

LOCAL AUTHORITY	CONTACT DETAILS
Bexley	Sharon Ackbersingh Email: <a href="mailto:LADO@bexley.gov.uk">LADO@bexley.gov.uk</a> Email: <a href="mailto:childrens.triageteam@bexley.cjsm.net">childrens.triageteam@bexley.cjsm.net</a> Tel: 020 3045 3436 (LADO Team) Tel: 020 3045 5645 (Business Support) Tel: 020 3045 5440 (MASH)
Croydon	Tel: 020 8255 2889 Email: <a href="mailto:lado@croydon.gov.uk">lado@croydon.gov.uk</a>
Lambeth	Andrew Zachariades Tel: 020 7926 4679 or 07720 828 700 Email: <a href="mailto:LADO@lambeth.gov.uk">LADO@lambeth.gov.uk</a> (not secure) Email: <a href="mailto:LADO@lambeth.gcsx.gov.uk">LADO@lambeth.gcsx.gov.uk</a> (secure)
Lewisham	Multi-agency Safeguarding Hub (MASH) Tel: 020 8314 6660 Email: <a href="mailto:mashagency@lewisham.gov.uk">mashagency@lewisham.gov.uk</a>
Surrey	Tel: 0300 123 1650 Email: <a href="mailto:LADO@surreycc.gov.uk">LADO@surreycc.gov.uk</a>
Sutton	Tel: 020 8770 4776 Email: <a href="mailto:lado@sutton.gov.uk">lado@sutton.gov.uk</a> (secure email)
Southwark	Eva Simcock Email: <a href="mailto:Eva.Simcock@southwark.gov.uk">Eva.Simcock@southwark.gov.uk</a> Tel: 020 7525 0689 Duty Tel: 020 7525 3297



**POLICY TYPE: PRESCRIBED**  
**ACTION: FOR SCHOOL ADOPTION**

Approval Body: SDBEMAT BOARD  
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Policy Ref: HRP21



**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## DBS POLICY

## 1. SCOPE OF THIS POLICY

- 1.1 The Southwark Diocesan Board of Education Multi-academy Trust (SDBE MAT) Board of Trustees has agreed this Policy and as such, it applies to all Academies within the SDBE MAT.
- 1.2 SDBE MAT uses DBS checks as part of a range of safeguarding measures to assess the suitability of preferred candidates, volunteers, contractors, agency staff, those transferring jobs within the Trust, and the continued employment of those in specific roles which require reassessment.
- 1.3 SDBE MAT obtains and makes decisions based on information provided on DBS disclosure certificates in accordance with the Data Protection Act, the DBS Code of Practice, the Rehabilitation of Offenders Act, The Police Act and the regulations of the Department for Education (DFE) and the Department of Health (as regulated by OFSTED and the Care Quality Commission).
- 1.4 **It is a criminal offence to request a DBS check for posts which are not eligible.**

## 2 DBA CHECKS AND WHEN TO USE THEM

- 2.1 Business Managers/Headteachers should determine the type of disclosure (or not) that is required by way of a DBS assessment which should be undertaken by the manager responsible for the post. This should be done before the appropriate activity (e.g. recruitment) commences.
- 2.2 Appendix A: DBS assessment, will assist managers in assessing whether or not a post is eligible for a DBS check:
- 2.3 The Trust reserves the right to require an individual whose work requires them to have a DBS check to undergo a recheck at any point where it has good reason to do so.
- 2.4 Advertisements, application forms and invitations to interview should make it clear that a DBS check will be carried out. Applicants for positions requiring a DBS check will be asked to provide details of any criminal convictions, cautions, reprimands or police warning in accordance with the filtering rules during the recruitment process. Any offer of employment will be conditional on the receipt of satisfactory checks.
- 2.5 There are five types of DBS check:

a) **Standard DBS Check** - used primarily for people entering certain specific professions, such as members of the legal and accountancy professions. To be eligible for a standard level DBS check the position must be included in the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975. Standard checks involve a check of the police national computer for any criminal convictions, cautions, reprimands and warnings but not a check of local police information or the children's or adults barred list checks.

b) **Enhanced DBS Check** – to be eligible for an enhanced level DBS check, the position must be included in both the ROA Exceptions Order and in Police Act Regulations. This level of check involves a check of the police national computer (as a Standard DBS Check) and information held by local police that relates to relevant non-conviction information.

c) **Enhanced DBS Check + Children's Barred List check** – to be eligible for an enhanced level DBS check with a check of the children's barred list, the position must meet the definition of regulated activity relating to children. This check involves an Enhanced DBS Check (as above) and a check against the children's barred list.

d) **Enhanced DBS Check + Adults Barred List check** – to be eligible for an enhanced level DBS check with a check of the adults' barred list, the position must meet the definition of regulated activity relating to adults. This check involves an Enhanced DBS Check (as above) and a check against the adults barred list.

e) **Enhanced DBS Check + Children and Adults Barred List check** – to be eligible for an enhanced level DBS check with a check of both the children's and adults' barred list, the position must meet the new definition of regulated activity relating to both children and adults. This check involves an Enhanced DBS check (as above) and a check against the children and adults barred list

2.6 A disclosure can not be requested for someone who is under 16 years old; or on the grounds of having access to personal data such as names or addresses of children or vulnerable adults

2.7 The Trust has a duty to inform the DBS about people (whether employed or voluntary) it has dismissed or removed from 'Regulated Activity', or would have done if they had not left, for reasons of improper conduct toward vulnerable people. All employers are expected to report inappropriate behaviour to help other employers make recruitment decisions.

## 3 VALIDITY OF DBS DISCLOSURE CERTIFICATES



- 3.1 There is no period of validity for a Disclosure, which is technically out of date on the day it is issued because a new or further criminal conviction, caution, etc may be recorded against the individual at any time after the issue date.
- 3.2 The Trust's Code of Conduct, issued to all employees, states that if, following an individual's appointment, they are subsequently arrested, cautioned or convicted of a criminal offence, they must inform their line manager immediately. Failure to do so may lead to disciplinary action. The Business Manager/Headteacher should seek advice from the SDBE MAT HR Business Partner if an employee or volunteer declares any new criminal record information during their employment/work.

#### **4 PORTABILITY OF DBS DISCLOSURE CERTIFICATES**

- 4.1 Portability refers to the re-use of a Disclosure certificate obtained for a position in one organisation and later used for a position in a new organisation. The SDBE MAT only accepts portable Disclosures for an individual moving jobs within the Trust or where the individual has subscribed to the DBS Update Service. In relation to the Update Service, the type of disclosure required must be the same and the status check must be satisfactory to the Trust.
- 4.2 In relation to Agency, Contractor or Partnership Staff, the worker's employer is responsible for obtaining a disclosure. This can then be used within any organisation that they provide staff to, including the Trust.

#### **5 DBS CHECKS FOR THOSE MOVING JOBS WITHIN THE TRUST**

- 5.1 Where an individual has undertaken a Disclosure for a position with the Trust and they move to another position within the organisation, the Disclosure will normally be acceptable in the following instances:
- a) the type of Disclosure (i.e. Standard / Enhanced / Enhanced + relevant barred list check) is the same for the old and new post; and
  - b) the new work does not represent any significant change in duties and/or contact with, children and/or vulnerable adults; and
  - c) the individual has not had a break in service
- 5.2 The above only applies in cases where the Trust/Academy has seen and verified the original Disclosure certificate.

#### **6 FREQUENCY OF DBS CHECKING**

- 6.1 SDBE MAT requires the following renewal of Disclosures:

- staff working with children to undertake a new Disclosure upon appointment with renewal to be carried out every 3 years;
- Governors to undertake a new Disclosure upon appointment and reappointment;
- Trustees to undertake a new Disclosure upon appointment and reappointment;
- Members to undertake a new Disclosure upon appointment

#### **7 CRIMINAL RECORD INFORMATION: SELF-DISCLOSURES**

- 7.1 Where a person is required to undergo a DBS check they must provide a written declaration of any criminal convictions, cautions, reprimands or warnings they may have in accordance with the 'filtering rules'. It is important that this information is given at an early stage (preferably prior to the DBS check being carried out), so the information can be discussed with the applicant.

#### **8 COMMENCEMENT OF WORK PRIOR TO RECEIPT OF DBS DISCLOSURE CERTIFICATE**

- 8.1 It is our policy that an employee cannot commence work until a satisfactory DBS disclosure has been received.

#### **9 RECEIPT OF DBS DISCLOSURE CERTIFICATE**

- 9.1 The Disclosure and Barring Service issue a single disclosure certificate to the applicant (e.g. applicant, employee, volunteer etc).
- 9.2 the individual will be required to present the original Disclosure Certificate to the Headteacher or designated person who will verify and record the Disclosure reference number, the type of Disclosure, the issue date, and whether the disclosure is negative (ie the disclosure contains no criminal records) or positive (ie the disclosure contains criminal records). An Individual must present their original Disclosure certificate within 7 working days of receiving it from the DBS.
- 9.3 Failure to present the original certificate as required above may result in the offer of employment being withdrawn or employment being terminated without notice.

#### **10 POSITIVE DBS DISCLOSURE CERTIFICATES**



- 10.1 Decisions regarding the suitability of positive disclosures will be proposed by the Headteacher and Chair of Governors and approved by the Trust's Executive Team. Prior to any decisions, advice **must** be sought from the SDBE MAT HR Business Partner.
- 10.2 A copy of the positive Disclosure will be retained with the individual's consent while the Trust or Academy decides whether or not the Disclosure is acceptable. The employee may be required to prepare a written submission as part of this process and consideration will also be given to what was disclosed during the recruitment process (where applicable).
- 10.3 In accordance with the Rehabilitation of Offenders Act a criminal conviction does not automatically prevent an individual from working for the Trust. When assessing whether a positive Disclosure is acceptable, the following must be considered:
- the requirements of the role and level of supervision the worker will receive;
  - the seriousness of the offence/issue and its relevance to the safety of employees, customers or property;
  - the amount of money that was involved, for example in cases of benefit fraud;
  - how relevant the offence is to the role to be undertaken;
  - how much time has elapsed since the offence was committed and whether it was a one-off incident or part of a history of offending;
  - whether the individual's circumstances have changed since the offence was committed, making re-offending less likely;
  - whether the individual was open and transparent about their past and declared relevant information where required.
- 10.4 The outcome of a positive DBS check shall be confirmed in writing to the individual together with a warning that any future warnings, cautions, reprimands or convictions may put their employment at risk.
- 10.5 The copy of the positive disclosure should not normally be kept for more than six months from the date of decision being made by the Trust/Academy before being destroyed.

## 11 RECRUITING FROM OVERSEAS

- 11.1 When recruiting candidates who have lived or worked abroad in the last 10 years, a Disclosure must be obtained in the normal way. However, a criminal record check or its equivalent (e.g. 'Certificate of Good Conduct') must also be requested from the relevant country. Many countries have provided details of how to apply for

certificates of Good Conduct and/or criminal record certificates and these can be found on the following websites:

<https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>

## 12 DBS CHECKS FOR AGENCY, PARTNERSHIP WORKERS, CONTRACTORS, SUB CONTRACTORS AND VOLUNTEERS

- 12.1 SDBE MAT follows the *Keeping Children Safe in Education* guidelines.
- 12.2 The Trust will ensure that any contractor, or any employee of the contractor, who is to work at the Academy has been subject to the appropriate level of DBS check. Contractors engaging in regulated activity will require an enhanced DBS certificate (including barred list information).
- 12.3 For all other contractors who are not engaging in regulated activity, but whose work provides them with an opportunity for regular contact with children, an enhanced DBS check (not including barred list information) will be required. In considering whether the contact is regular, it is irrelevant whether the contractor works on a single site or across a number of sites.
- 12.4 It is recommended that any volunteer who has frequent and direct contact with a vulnerable person, or who works at a specified place (such as a school), has an Enhanced DBS check – this includes school governors – but the level of the check the DBS check may vary. If the volunteer is continually supervised they should have an Enhanced DBS without a barred list check, and if they are not continually supervised they should have an Enhanced DBS check with the relevant barred list check.

## 13.0 SINGLE CENTRAL RECORD

Details of the DBS check including the issue number, issue date and details of who has seen this must be recorded in the schools Single Central Register.

All schools must use the prescribed template Single Central Register provided by that Trust.



## Appendix A: DBS Assessment

Section A	Yes/No
Is the post-holder/volunteer over 16 years?	

If a "No" DBS check is not permitted

If "Yes" complete sections B, C and/or D as applicable

Section B - Regulated Activity For Children Will the postholder undertake any of the following?	Yes/No
Unsupervised activities + meeting the "frequency test"	
Supervised activities + meeting the "frequency test"	
Drive a vehicle only for children + meeting the "frequency test"	
Work in a 'specified place' + meeting the "frequency test"	
Undertake relevant personal care	
Is the individual a registered child minder and/or foster-carer	

Section C - Regulated Activity For Adults Will the postholder undertake any of the following?	Yes/No
Health care	
Personal care	
Conveying i.e. transporting	

Section D	Code
Is the work listed in annex of the DBS Guide to Eligibility as a position, profession, office, employment or work identified as eligible to be checked? If so which code applies? (e.g. code11 for Actuary) <a href="https://www.gov.uk/government/publications/dbs-check-eligible-positions-guidance">https://www.gov.uk/government/publications/dbs-check-eligible-positions-guidance</a>	
Give a brief description of how the post meets this criteria:	

Section E - Decision: based on the above assessment
-----------------------------------------------------

Not eligible for DBS check	<input type="checkbox"/>	Enhanced DBS + children's barred list (any Section B criterion is met)	<input type="checkbox"/>
Standard DBS check (based on code in section D)	<input type="checkbox"/>	Enhanced DBS + adults barred list (any Section C criterion is met)	<input type="checkbox"/>
Enhanced DBS check (based on code in section D)	<input type="checkbox"/>	Enhanced DBS + children's + adult's barred list (any Section B and Section C criterion is met)	<input type="checkbox"/>

	Post Title:	Signature:	Date:
Headteacher:			
Business Manager:			

For further guidance please visit: <https://www.gov.uk/government/collections/dbs-eligibility-guidance#eligibility-guide>





## Appendix B: Rehabilitation of and Employment of Ex Offenders

- 1.1 Applicants for certain posts are subject to a criminal record and barred list checks in accordance with legislation relating to the rehabilitation of offenders. This will include details of cautions, reprimands, warnings and convictions in accordance with the DBS filtering rules.

### 2 Use of Criminal Record/Convictions Information

- 2.1 The disclosure of criminal record and barred list information will be used as one tool within the recruitment process. Applicants must be informed at the outset if this information will be requested from them, which will provide a basis for them to decide whether or not to apply for the post. It should be emphasised that this information will be used only to assess the applicant's suitability for employment..
- 2.2 Applicants must be told in writing that relevant criminal convictions and other associated information will be discussed at interview to assess job-related risks. They should be encouraged to submit appropriate written details and dates to a named and invited to attach any other information they wish to draw attention to that may improve understanding and fair decision-making.
- 2.3 When recruiting to posts exempted under the Rehabilitation of Offenders Act, the level of DBS check must be specified. When recruiting to posts not exempted under the Rehabilitation of Offenders Act, unspent criminal convictions should be taken into account only when they are relevant to the post.
- 2.4 At the interview, issues concerning offences must be raised with applicants as part of a carefully structured and managed process that allows open and honest discussion. They must also be given the opportunity to discuss disclosure information before a final recruitment decision is made as part of a post-interview process.
- 2.5 If information provided in the disclosure contradicts that provided by the applicant, this will be discussed with the applicant in person as part of a post-interview process. They must be given the opportunity to explain the situation before a final decision is made.
- 2.6 Where disclosure information is sought in relation to existing employees and it is then discovered they have failed to disclose an 'unspent' conviction, they should not necessarily be dismissed. Only after a full appraisal of the situation including the risks involved, should dismissal be considered. The relevance of the conviction to the post should be established. If an employee deliberately withheld conviction information to gain employment, disciplinary action must be considered.

### 3 Assessing the relevance of criminal records

- 3.1 The suitability for employment of a person with a criminal record will vary depending on the job and the details and circumstances of any convictions. An assessment of their skills, experience and conviction circumstances should be weighed against the risk assessment criteria for the job.
- 3.2 An applicant's criminal record will be assessed in relation to the tasks he or she will be required to perform and the circumstances in which the work is to be carried out. The following will be considered when deciding on the relevance of offences to particular posts:
- Does the post involve one-to-one contact with children or other vulnerable groups as employees, customers and/or clients or does it involve management of such posts?

- What level of supervision will the post holder receive?
- Does the post involve any direct responsibility for finance or items of value?
- Does the post involve direct contact with the public?
- Will the nature of the job present any opportunities for the post holder to re-offend in the place of work?

- 3.3 The answers to such questions will help the Trust to determine the relevance of convictions to specific posts. For short-listed applicants who are assessed as meeting the requirements of the person specification who then disclose a criminal record that is not related directly to the post, the recruiting manager should discuss the relevance of each offence with the applicant. Whilst it will not always be possible to carry out a thorough risk assessment on each individual, the following issues should be taken into account as a minimum requirement.

- The seriousness of the offence and its relevance to the safety of other employees, customers, clients and property;
- The length of time since the offence occurred;
- Any relevant information offered by the applicant about the circumstances which led to the offence being committed, for example the influence of domestic problems, financial difficulties, drug/alcohol dependency or mental illness;
- Whether the offence was a one-off, or part of a history of offending;
- Whether the applicant's circumstances have changed since the offence was committed, making re-offending less likely;
- The country in which the offence was committed; some activities are offences in Scotland and not in England and Wales, and vice versa;
- Whether the offence has since been decriminalised by Parliament;
- The degree of remorse, or otherwise, expressed by the applicant and their motivation to change.

### 4 Reviewing policies and procedures

- 4.1 Criminal record information must be used in a way that protects the vulnerable, is fair and improves the overall recruitment and retention process. In particular, the Trust will:
- Review new posts to assess whether they involve any risk.
  - Ensure staff involved in recruitment are provided with guidance on the employment of ex-offenders and the Rehabilitation of Offenders Act.
  - Provide information to staff involved in recruitment, on training and employment programmes for the unemployed, including those programmes that work specifically with ex-offenders.
  - Provide relevant feedback related to their convictions to all unsuccessful applicants.

## Appendix C: Definitions and Additional Information

Please see the DBS Eligibility Guide below: <https://www.gov.uk/government/collections/dbs-eligibility-guidance>



POLICY TYPE: PRESCRIBED  
ACTION: FOR SCHOOL ADOPTION

Approval Body: SDBEMAT BOARD  
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Policy Ref: HRP22



**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## EQUALITY & DIVERSITY POLICY

## 1. EXECUTIVE SUMMARY

- 1.1 In developing an equality and diversity policy, Southwark Diocesan Board of Education Multi-Academy Trust have been guided by the following principles:
- that all stakeholders are of equal value
  - difference should be recognised and respected
  - positive attitudes and relationships should be fostered, resulting in a shared sense of cohesion and belonging
  - clear evidence of this policy in the practices of staff recruitment, retention and development
  - the reduction and eventual removal of pre-existing inequalities and barriers
  - wide consultation with, and involvement of, all stakeholders in the formulation of policy
  - sound evidence is used as a base for our policy and practices
  - objectives pertaining to this policy are specific and measurable over reasonable timescales
- 1.2 With regard to particular groups as described under Section 5.2 below, we will ensure that they are all treated of equal value. Treating people equally does not necessarily involve treating them the same. Our policies, procedures and activities will not discriminate, but will take account of differences of life-experience, outlook and background, and in the kinds of barrier and disadvantage that people may face in relation to their choices.
- 1.3 Additionally, we intend that our policies, procedures and activities in accordance with the Equality Act 2010, should promote positive attitudes and interactions between people in these groups, leading to mutual respect and good relations between all, and with an absence of prejudice-related bullying and incidents.
- 1.4 The Trust is committed to policies and procedures that benefit all employees, current and potential, in recruitment and promotion and their continuing professional development, and will take opportunities to maximise positive impact by reducing and removing inequalities and barriers that may already exist between people of these groups.
- 1.5 The Trust will engage with a range of groups and individuals to ensure that those who are affected by a policy or activity are consulted and involved in the design of new policies, and in the review of existing ones, consulting and involving, wherever possible, members within these groups.

- 1.6 The Trust intends that our policies and activities should benefit society as a whole, both locally and nationally, by fostering greater social cohesion between, and encouraging greater participation in public life of, people in these groups.
- 1.7 The Trust, within the annual framework of improvement planning and processes of self-evaluation, will set out specific and measurable equality objectives that the Trust, its employees and stakeholders shall pursue and review. The objectives which we identify will take into account national and local priorities, and available information as appropriate.
- 1.8 The Trust will regularly review and renew this policy and our overarching statement pertaining to equality across all our organisations.

## 2 POLICY STATEMENT

- 2.1 The UK has specific legislation on equality that outlaw discrimination and offers protection and redress to employees and stakeholders, underpinned by core British values, individual freedom, belief in personal responsibility, and mutual respect and fairness.
- 2.2 This policy describes how the Trust is meeting statutory duties in line with national guidance. It includes information about how its academies are complying with the Public Sector Equality Duty, and provides guidance to staff and outside visitors about our approach to promoting equality.

## 3 SCOPE AND PURPOSE

- 3.1 This policy applies to all stakeholders, pupils, employees, including volunteers, agency workers, consultants or self-employed contractors.

## 4 RESPONSIBILITY FOR IMPLEMENTING THE POLICY

- 4.1 Southwark Diocesan Board of Education Multi-Academy Trust has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Trust has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review to colleagues identified within each school.



## 5 LEGAL DUTIES

5.1 As an organisation we welcome our duties under the Equality Act 2010 to:

- Eliminate unlawful discrimination, harassment and victimisation
- Advance equality of opportunity between different groups
- Foster good relations between different groups

5.2 The Equality Act 2010 was introduced to ensure protection from discrimination, harassment and victimisation on the grounds of specific protected characteristics. A protected characteristic under the Act covers the groups listed below:

- Age
- Disability
- Race
- Religion and belief
- Sex (including issues of transgender)
- Gender reassignment
- Sexual orientation
- Marriage and Civil Partnership (for employees)
- Maternity and pregnancy

## 6 BRITISH VALUES

6.1 All who work in the Trust will aim to promote the spiritual, moral, cultural, mental and physical development of all pupils and to prepare them for the opportunities, responsibilities and experiences of life in a world where we value individual liberty, democracy, the law, mutual respect and tolerance. Our pupils will meet, live and work with people of different cultures, religions, languages and ethnic origins. We are committed to providing equal opportunities for all and recognise that preparation for life in a diverse society is relevant to everyone.

6.2 In addition, these British values are also promoted at various times in and across the curriculum throughout the year. The curriculum offer in all Trust schools is broad and balanced, complies with current legislation, and provides a wide range of subjects to prepare pupils for the opportunities, responsibilities and experiences of life in Modern Britain. It actively promotes fundamental British values and promotes tolerance of and respect for people of all faiths, cultures, and lifestyles through effective spiritual, moral social and cultural development.

## 7 AIMS AND OBJECTIVES

7.1 The Trust is committed to equal opportunities and to preventing discrimination, victimisation, and harassment. In particular:

- no employee, volunteer, pupil, governor, parent or any other stakeholder shall suffer discrimination on the grounds of their sex, gender identity, race, age, religion, sexual orientation or disability. (Discrimination)
- no employee, volunteer, pupil, governor, parent or any other stakeholder will be treated less favourably because of exercising his or her statutory rights. (Victimisation)
- no employee, volunteer, pupil, governor, parent or any other stakeholder will be subjected to unwanted, unwelcome, upsetting or embarrassing behaviours based on their sex, gender identity, race, age, religion, sexual orientation or disability. (Harassment)
- it is the responsibility of all staff, pupils, and governors at every level of the Trust to adhere to this Equality and Diversity Policy and to ensure it is effective
- The Trust will provide a friendly and secure environment for all
- every pupil should have the opportunity for full involvement in academy activities
- the contributions of all members of the school, pupils, teaching and support staff should be valued and respected
- no form of harassment, whether religious, racial, sexual or any other sort will be accepted
- the Trust will show due regard for the principles of equal opportunities in the selection, promotion, deployment and training of staff
- resources should be free of inappropriate stereotypes, and, where appropriate, selected with a view to promoting the ethos of equal opportunities and to reflect the pluralism of society
- all pupils should have equal opportunity to study any area of the curriculum to the level that best suits their ability and should be encouraged to take a full and active part in lessons
- the whole curriculum should take account of the issues of equal opportunities

7.2 To achieve our aims we will:

- publish and share our policy with all stakeholders of the Trust community to show compliance with the Equality Duty
- reinforce our ethos of the value we place upon equality and diversity
- analyse appropriate data to ensure compliance with legislation
- challenge inappropriate behaviour that does not fulfil any equality commitment.



### 7.3 Success criteria

- pupils are aware of the impact of prejudice and understand their responsibility to prevent it
- staff are aware of the Single Equality Policy
- data is collated and analysed to monitor equality
- Incidents, that contravene the Equality Act 2010 are logged and reported

## 8 ROLES AND RESPONSIBILITY

8.1 Promoting equality is the responsibility of all employees within the Trust and other stakeholders.

8.2 The Trust is responsible for ensuring that legislation relevant to this policy is complied with, and that this policy and its related procedures and action plans are implemented.

8.3 The Headteacher of each Trust school is responsible for the local implementation of this policy, ensuring that:

- all staff are aware of their responsibilities
- all staff are given appropriate training and support
- appropriate action is taken in cases of unlawful discrimination

8.4 A designated, senior member of staff within each Trust school will:

- have day to day responsibility for co-ordinating implementation of the policy, providing regular reports on its progress and any significant incidents
- ensure the principles within this policy are embedded, integral to, and encompassed within all other policies at each school
- review the school response to all allegations of inequality with regard to any of the protected characteristics of the Equality Act 2010

8.5 All staff are expected to:

- promote an inclusive and collaborative ethos in and around the school
- deal with, and report, any prejudice-related incidents that occur
- plan and deliver curricular lessons that reflect the objectives in paragraph 6
- support pupils for whom English is an additional language (EAL)
- support pupils and staff who may have social, emotional, mental health concerns

- support pupils and staff who may fall under the areas covered in para 6 and 7 of this policy
- keep up-to-date with equalities legislation relevant to their work

8.6 Pupils are expected to:

- treat each other with respect and courtesy
- explore and value diversity with a healthy and positive approach
- speak out if they witness or are subject to any inappropriate language or behaviour, or feel that they have been treated unfairly.

## 9 INFORMATION AND RESOURCES

9.1 We ensure that the content of this policy is known to all employees and governors of the Trust and, as appropriate, to all pupils and their parents and carers.

9.2 All employees and governors have access to a selection of resources which discuss and explain concepts of equality, diversity and community cohesion in appropriate detail.

## 10 RELIGIOUS OBSERVANCE

10.1 We respect the religious beliefs and practice of all employees, pupils and parents/carers, and comply with reasonable requests relating to religious observance and practice.

## 11 STAFF DEVELOPMENT AND TRAINING

11.1 We ensure that all Trust employees, receive appropriate training and opportunities for professional development, both as individuals and as cohorts.

## 12 RECORD KEEPING

12.1 Detailed records will be made to include decisions, action taken and the reasons for these. All records will be retained securely as mentioned above. Whilst we acknowledge that such allegations (as all others) may be false, malicious or misplaced, we also acknowledge that they may be founded. It is therefore essential that all allegations be investigated properly and in line with agreed procedures.

## 13 SUPPORTING THOSE INVOLVED

13.1 The Trust has a duty of care to its employees and will provide effective support for anyone facing an allegation. Individuals should be informed of concerns or allegations as



soon as possible and given an explanation of the likely course of action, unless there is an objection by the children's social care services or the police. The investigating officer will appoint a named representative to keep the person who is the subject of the allegation informed of the progress of the case and consider what other support is appropriate for the individual e.g. contact their trade union representative, if they have one, or a colleague for support, access to welfare counselling or medical advice. The Trust will deal with any allegation of abuse made against a teacher, other member of staff, or volunteer, in a quick, fair and consistent way in order to minimise the stress inherent in the situation, thus providing effective protection for the child, whilst simultaneously supporting the subject of the allegation.

## **14 CONFIDENTIALITY**

- 14.1 The Trust will make every effort to maintain confidentiality and guard against unwanted publicity while an allegation is being investigated or considered. The Education Act 2002 introduced reporting restrictions preventing the publication of any material that may lead to the identification of a teacher who has been accused by, or on behalf of, a pupil from the same school (where that identification would identify the teacher as the subject of the allegation). The reporting restrictions apply until the point that the accused person is charged with an offence, or until the Secretary of State or the General Teaching Council for Wales publishes information about an investigation or decision in a disciplinary case arising from the allegation.

## **15 MONITORING AND EVALUATION**

- 15.1 The Trust collects, studies and uses quantitative and qualitative data relating to the implementation of this policy, and may make adjustments to it as appropriate.
- 15.2 In particular we collect, analyse and use data in relation to achievement, broken down according to disabilities and special educational needs, ethnicity, culture, language, religious affiliation, national origin/status, and gender.

## **16 REVIEW OF THE POLICY**

This policy is reviewed annually by the Trust, which will monitor the application and outcomes of this policy to ensure it is working effectively



**POLICY TYPE: PRESCRIBED**  
**ACTION: FOR SCHOOL ADOPTION**

Approval Body: SDBEMAT BOARD  
Approval Date: September 2022  
Version: 2 (September 2022)  
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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## EMPLOYEES WORKING FOR OFSTED POLICY

## **1 BACKGROUND**

- 1.1 The Southwark Diocesan Board of Education Multi-Academy Trust recognises the vital work carried out by Ofsted and the impact this has on school improvement across the country.
- 1.2 We also recognise the benefits of employing staff who are also registered Ofsted Inspectors and the knowledge and experience they can share across our Trust.
- 1.3 Where a member of Trust staff wishes to register as an Ofsted inspector, they should seek approval from the Trust Chief Operating Officer.
- 1.4 Once registered with Ofsted, staff will be given a reasonable amount of paid discretionary leave per academic year to conduct inspections on behalf Ofsted.
- 1.5 Approval for this discretionary leave must be obtained from the Chief Operating Officer before it is booked.

## **2 PAYMENT ARRANGEMENTS**

- 2.1 Ofsted will make payments to the Trust at a set daily rate for staff that are released to carry out inspections.
- 2.2 Once payment has been received from Ofsted the Trust will pay 50% of the total payment to the member of staff through our payroll system (which will be subject to tax and national insurance contributions, but not pensionable).
- 2.3 The remaining 50% of the payment will be transferred to the budget of the school where the member of staff usually works.
- 2.4 The school will then have the discretion of what to use this additional funding for, however it will need to use a proportion of this to offset the additional Employer National Insurance contributions arising as a result of the additional payment to the member of staff.

## **3 RECORD KEEPING**

- 3.1 Records should be kept of all discretionary leave granted to enable staff to conduct inspections for Ofsted.

- 3.2 Records of the invoice between the Trust and Ofsted must also be kept and shared with the Head of Finance and relevant School Business Manager.

## **4 REVIEW OF THE POLICY**

This policy is reviewed annually by the Trust, which will monitor the application and outcomes of this policy to ensure it is working effectively.





POLICY TYPE: PRESCRIBED  
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**Southwark Diocesan  
Board of Education  
Multi-Academy Trust**  
Developing Church of England Education

# HR POLICY HANDBOOK

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## MENOPAUSE POLICY

## 1 INTRODUCTION

- 1.1 Menopause is a normal part of every woman's life. This policy recognises that the menopause is an equality and occupational health and safety issue and that women may need appropriate flexibility, support and adjustments during the time of change before, during and after the menopause.
- 1.2 The SDBE Multi-Academy Trust has a positive attitude towards the menopause and will treat all individuals with dignity and respect during this time and ensure that the workplace does not make symptoms worse. We are committed to ensuring that women feel confident in discussing menopausal symptoms openly, without embarrassment, and are able to ask for support and adjustments in order to continue to work safely in the organisation. For this reason, the menopause at work is an issue for men as well as women.

## 2 THE LEGISLATIVE SWETTING

- 2.1 The SDBE Multi-Academy Trust undertakes to comply with its legal obligations as set out below:
  - The Health and Safety at Work etc. Act 1974 requires employers to ensure the health, safety and welfare of all workers. Under the Management of Health and Safety at Work Regulations 1999, employers are required to undertake general risk assessments which should include specific risks to menopausal women, see section 5.3.
  - The Equality Act 2010 prohibits discrimination against people on the grounds of certain 'protected characteristics' including sex, age and disability. Conditions linked to the menopause may meet the definition of an 'impairment' under the Equality Act and require reasonable adjustments.

## 3 STATUS

- 3.1 This policy sets out procedures for members of staff and managers to follow in providing the right support to manage menopausal symptoms at work.
- 3.2 If we wish to amend the menopause policy, consultation and negotiation on proposed changes will take place with staff via the recognised trade unions.

## 4 AIMS

- 4.1 To create an environment where women staff members feel confident enough to raise issues about their symptoms and ask for support and adjustments at work.

- 4.2 To ensure that conditions in the workplace do not make menopausal symptoms worse and that appropriate adjustments and support are put in place, recognising that the menopause and perimenopause is an individual experience and therefore there is no 'one size fits all' solution.

- 4.3 To reduce sickness absence due to menopausal symptoms and retain valued staff in the workplace.

## 5 WHAT STEPS WILL WE TAKE AS AN EMPLOYER?

- 5.1 We will educate and inform managers and staff to be aware of how the menopause can affect working women, taking account of the particular circumstances in schools, and about the potential symptoms of menopause, and how they can support women experiencing them.
- 5.2 Where women members of staff feel uncomfortable going to their line manager, we will ensure that an alternative contact is available. Confidentiality will always be respected.
- 5.3 The risk assessments which we undertake will consider the specific needs of menopausal women, and, in doing so, we will consult with union representatives and women staff members and share with all managers and new managers, requesting signatures to confirm that measures are understood and will be acted upon. Risk assessments will include consideration of temperature and ventilation issues and will also address welfare issues; such as access to toilet facilities and cold water, during and outside break and lunch times.
- 5.4 Most women will experience some symptoms around the menopause. The duration and severity of these symptoms varies from woman to woman. Symptoms usually start a few months or years before your periods stop, known as the perimenopause, and can persist for some time afterwards. On average, most symptoms last around 4 years from your last period. However, around 1 in every 10 women experience them for up to 12 years.

Potential symptoms of menopause:

- Changes to periods, which eventually stop. These changes may include heavy bleeding
- hot flushes: short, sudden feelings of heat, usually in the face, neck and chest, which can make skin red and sweaty
- night sweats: hot flushes that occur at night
- difficulty sleeping – this may make women feel tired and irritable during the day
- a reduced sex drive (libido)
- problems with memory and concentration



- vaginal dryness and pain, itching or discomfort during sex
- headaches
- mood changes, such as low mood or anxiety
- palpitations – heartbeats that suddenly become more noticeable
- joint stiffness, aches and pains
- reduced muscle mass
- recurrent urinary tract infections (UTIs)
- mood swings
- lost confidence,
- sleep deprivation
- anxiety

The menopause can also increase the risk of developing certain other problems, such as weak bones (osteoporosis). Staff should seek the support of a GP as treatments for many symptoms may be available. Amy Stirling is available to support mental health and wellbeing.

5.5 We will make adjustments where necessary to support individuals experiencing the menopause, and to ensure the workplace does not make their symptoms worse.

These could include simple measures such as:

- leaving doors open
- ensuring that windows can be safely opened
- ensuring that it is possible to regulate the temperature in a classroom or other room by turning down radiators (as long as
- the temperature does not drop below 18 degrees Celsius, this will be comfortable for all occupants)
- provision of fans
- fitting blinds to windows
- establishing a system that allows cover for women who need to access toilet/ washing facilities while they are teaching (to deal with heavy and recurring bleeding)
- considering requests for changes to working arrangements, eg temporary part-time working
- permission for absence to attend menopause-related medical appointments
- adjusting workplace procedures and processes to support and avoid any detriment to menopausal women.

This is not a definitive list of measures.

5.6 We will actively listen to women staff and union reps and take on board other suggestions.

5.7 It is recognised that many of these practical and easy-to-institute changes to the workplace, which will make working life more bearable for menopausal women, will benefit all staff.

## 6 Roles and responsibilities

6.1 It is recognised that everyone who works at our Trust has a role to play in ensuring a comfortable working environment for all staff, including women experiencing the menopause.

6.2 All staff are responsible for:

- taking responsibility for looking after their health
- being open and honest in conversations with HR and occupational health
- contributing to a respectful and healthy working environment
- being willing to help and support their colleagues
- accepting and supporting any necessary adjustments their colleagues request
- or are receiving as a result of their menopausal symptoms.

6.3 Line managers

The most important and valuable thing a manager can do is listen and, wherever possible, respond sympathetically to any requests for adjustments at work.

6.4 All line managers will:

- familiarise themselves with this menopause policy
- be aware of the potential impact of menopause on performance; if
- someone's performance suddenly dips, consideration will be given as to whether the menopause may be playing a part in this.
- provide a safe place to allow the member of staff to speak openly and honestly
- be ready and willing to listen and have open discussions about menopause, appreciating the personal nature of the conversation, and treating the discussion sensitively and confidentially and allowing adequate time for the discussion
- record adjustments agreed, and actions to be implemented, via an action plan
- ensure ongoing dialogue via a follow-up meeting
- ensure that all agreed adjustments are adhered to and reviewed as regularly as necessary.

6.5 Where adjustments are unsuccessful, or if symptoms are proving particularly severe, the line manager may:

- discuss with the employee a referral to occupational health for further advice
- review occupational health advice, and implement any additional recommendations



- update the action plan and continue the review process.

#### 6.6 Occupational health

The role of occupational health is to:

- carry out a holistic assessment of the employee to ascertain whether or not the working environment may be exacerbating menopause symptoms
- discuss with the employee what adjustments would help
- signpost to other appropriate sources of help and advice.

