



Stanborough Schools

Employee Handbook

Prepared by

Citation Ltd

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Introduction

Our mission

Stanborough provides an excellent learning environment where students are pushed to do their very best through the individual attention that teachers offer them. Exam results at Stanborough Secondary School compare favourably with those of local, mixed-ability schools. Value-added scores that indicate the progress levels of students over the course of their studies at Stanborough are consistently high. A Stanborough education offers a strong grounding in core subjects. Also, instruction in areas from horticulture to home economics is given to students to provide the well-rounded approach to education that characterises the Stanborough experience.

As a Christian school, Stanborough stands for high moral values and encourages students to celebrate their differences. The rich diversity of nationality, race, culture and religion represented in the student body creates the mosaic-like image of the school. Students grow to respect each other and through experiencing such international richness, are given the training they need to compete confidently in a global society.

The creativity and talent regularly demonstrated by students is part of what makes Stanborough proud. Musical, theatrical and cultural performances at special school programmes often leave a first-time visitor pleasantly surprised. The Secondary School's annual International Arts Festival draws large audiences from across Britain and abroad as well as considerable media interest.

School background

Stanborough School was founded in 1919. It originally catered primarily to the children of overseas missionaries. The school is one of over 6000 educational institutions run by the Seventh-day Adventist Church. Over the years, the school began to cater for a wider range of students. As the school grew, the Primary section moved to a new facility in 1974 and an attractive Early Learning Unit was added in 1990. The construction of a beautiful new complex for secondary and boarding students was completed in 1991.

Stanborough School is set in over 40 acres of parkland.

As an Independent School, Stanborough operates free of most regulations and constraints imposed on the majority of state schools. With such barriers and restrictions removed, Stanborough can enjoy a greater flexibility in responding to the needs of students, and maintain its innovativeness in operating efficiently. At Stanborough we will raise academic standards, empower educators, involve parents and boost accountability.

Stanborough has a diverse cultural mix. Students experience early exposure to the communities of the world, thus empowering them to serve as a catalyst for a new generation in education. Students at Stanborough learn to appreciate the different nationalities and religions of the world, thus providing them with insight into the communities that they will serve.

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About this Handbook

This Handbook has been drawn up for the Governors to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with the Headteacher.

It is important that you do this before signing that you have read, understood and are willing to abide by all the School's terms and conditions.

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Annual holiday entitlement and authorisation – non-teaching staff

Entitlement

Full details of your holiday entitlement are in your Contract of Employment.

Carrying over holidays to the following year

You **MUST** take your full holiday entitlement during the holiday year. Holidays may not be carried forward into the next holiday year, nor will you receive payment for holidays not taken.

Request for holidays

In order to submit a request for holidays, you should complete a holiday request form and have the holiday authorised by the Headteacher. If you have been given access to the self service holiday planner you should complete your holiday request online.

The amount of notice required is one month except for single days, when one week's notice is normally required.

All requests, providing they have been received in time, will be processed in date and time order.

Length and timing of holidays

The School will not normally agree a request for a holiday that involves more than two consecutive weeks of absence or to holidays during term time.

Refusal of holidays

In the event that the School has to refuse a holiday request because of business needs, the School is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised **not** to book holidays with tour operators, travel agents, hotels or passenger carriers, etc., until your holiday request has been authorised.

Adjustment to holidays

At the commencement of your employment you will be entitled to holiday leave in proportion to the holiday year remaining on the date when your employment began.

On leaving you will be entitled to holiday leave in proportion to the holiday year worked on the date when your employment ended. If you have been paid for more holidays than your entitlement then the balance will be deducted from your final payment. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your final payment.

Annual holiday entitlement and authorisation – teaching staff ***Entitlement***

Full details of your holiday entitlement are in your Contract of Employment.

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Absence from School Appointments

If you need to be absent from School to keep a medical, dental or other essential appointment, prior permission should always be obtained from the Headteacher. Payment for absences of this nature will be at the discretion of the Governors. You must try to arrange such appointments outside normal working hours wherever possible and any regular appointments that have to be made during working hours must be supported by an appointment card. Any such absences from School should be minimal

Sickness and injury Notification of absence

If you are absent from School without prior authorisation, you or someone on your behalf should notify the School by phone before 8.00am on the first day of absence. Text messages and emails are not acceptable. Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep the School fully informed. This applies to both short and long term situations and you will be expected to contact the School on a daily basis during the first week and weekly thereafter.

Period of absence

If your sickness is for more than seven calendar days then you must provide the School with a doctor's medical certificate. You must continue to provide medical certificates or a return to work plan to cover the whole of the absence period.

Please note that the School will review the attendance levels of all employees on a regular basis. In deciding whether to take further action in respect of sickness absence, the evidence of a medical certificate may not be sufficient and the School may seek alternative medical information.

Returning from absence

On your return to School after absence because of sickness, irrespective of the length of absence, you must complete the School's sickness form.

If you have been suffering from a notifiable disease such as food poisoning, measles, mumps, scarlet fever, etc., you must not report for work without clearance from your doctor.

Statutory Sick Pay (SSP)

The School is responsible for paying SSP to you if you are eligible.

The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are not eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through sickness. Qualifying days are those days on which you would normally work. Generally SSP is not payable for the first three qualifying days of sickness which are known as "waiting days", but this may not always be the case if you are absent on more than one occasion within a short period of time.

SSP is only paid when the sickness absence is for four or more consecutive qualifying days.

Group Income Protection Plan (GIP)

If at the commencement of sickness incapacity you have twelve months' continuous service you will continue to receive your normal pay, offset by SSP, up to a total of three months in any one twelve-month period. When the above period has elapsed it will be at the discretion of the Organisation's Executive Committee as to whether you will continue to be paid for up to a maximum of a further three months. If not, your sick pay will be subject to statutory sick pay limitations.

If your incapacity because of sickness or injury extends beyond six continuous months, you may apply to benefit from the Group Income Protection policy (GIP) if qualified to do so. The terms of the GIP policy will be definitive in all such cases.

The BUC provides GIP cover for employees aged between 18 and 64 at the time of eligibility who have been in continuous denominational employment for a minimum of 24 months, subject to satisfactory medical evidence as approved by Generali. The benefit currently provides for a monthly contribution of 40% of the employee's basic package salary, which excludes any regional weighting or admin/car allowances.

Subject to the rules of the plan, benefit will cease:

- When the individual is deemed fit to return to work
- After a maximum of 36 months; or
- When an individual reaches his/her state retirement age whichever comes first.

"Family friendly" rights

Information on the current statutory provisions relating to the following is available from the Headteacher, with whom you should raise any queries.

- Leave and pay connected with the birth of a baby
- Leave and pay on the adoption of a child

- Unpaid parental leave
- Leave and pay connected with the death of a child (under 18 years of age)
- Unpaid time off for dependants

Paternity rights (birth)

Ante-natal appointments

You are entitled to accompany the child's mother on up to two ante-natal appointments without pay during working hours. This is on condition that you have or expect to have responsibility for the upbringing of the child and that you are the biological father of the child or are married to or are the partner of the child's mother. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

Ordinary paternity leave

If you have at least 26 weeks continuous service at the end of the 15th week before the expected week of childbirth (EWC), you are entitled to choose to take either one week or two consecutive weeks of ordinary paternity leave if you meet the following conditions:

- you have or expect to have responsibility for the upbringing of the child,
- you are the biological father of the child or are married to or are the partner of the child's mother.

You cannot start your ordinary paternity leave until the child is born and it must end within 56 days beginning with the date on which the child is born or the first day of the EWC, whichever is the later. You must give prior notice of the day you intend to start your ordinary paternity leave, which can be:

- the day on which the child is born,
- a day which you specify as a number of days after the day on which the child is born,
- a predetermined date, which must be later than the first day of the EWC.

Throughout the ordinary paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

Paternity benefits

If you are entitled to ordinary paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks up to and including the 15th week before the EWC, you are entitled to be paid Statutory Paternity Pay (SPP). SPP is paid during the entire ordinary paternity leave period and is the lesser of:

- the standard rate of SPP or
- 90% of average weekly earnings.

Notification

To safeguard your rights to ordinary paternity leave and pay you must complete a Form SC3 by the 15th week before the EWC. You can change the date on which you intend to start your ordinary paternity leave by completing a new Form SC3 at least 28 days before the original leave date.

Parental bereavement leave

With effect from 6 April 2020, parents who suffer the devastating loss of a child will be entitled to up to two weeks' parental bereavement leave if they meet the following conditions:

- the child was under the age of 18 or still born in or after the 24th week of pregnancy; and
- either they had the responsibility for the upbringing of the child; or they are the biological parent of the child or are married to or are the partner of the child's mother or father.

This may be taken as either two consecutive weeks or two separate blocks of one week and must be taken within 56 weeks of the child's death.

Throughout the parental bereavement leave, all terms and conditions of employment are maintained with the sole exception of pay.

In order to take parental bereavement leave, the employee should give the School notice of:

- the date of death;
- the date the parental bereavement leave will start; and
- how long the leave will be.

Where the employee wishes to take the leave within eight weeks of the child's death, this notice should be given before the leave starts or where this is not reasonably practicable, as soon as is reasonably practicable. If the employees wishes to subsequently cancel a week's parental bereavement leave, they should give notice to the School before the start of that working week.

If an employee wishes to take the leave after eight weeks of the child's death but before the 56th week, this notice should be given at least one week before the start of the leave. Such leave can also be cancelled by giving at least one week's notice before the start of that week.

There is no qualifying service or a minimum number of hours worked to be entitled to parental bereavement leave. In order to qualify for Statutory Parental Bereavement Pay (SPBP) from the School, an employee needs to have the following:

- at least 26 weeks continuous service at the end of the week before the child's death
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week of the child's death.

Where these conditions are met, there will be an entitlement to a maximum of two weeks SPBP, paid at the statutory rate or 90% of average weekly earnings where this is lower.

Time off for dependants

You will be allowed to take reasonable time off work to deal with an emergency involving a dependant. The School will pay an employee for a maximum of five days a year for time off for dependants.

The amount of time off which is allowed will depend on the circumstances.

For example, in the case of the death of a spouse, civil partner, child or parent, in addition to leave for the funeral, extra days may be given depending on the circumstances, e.g. for funeral arrangements. If a dependant is ill or injured, reasonable time off will be given to deal with the emergency – this does not mean that you will be allowed to take time off to look after the dependant personally.

Flexible working

If you have at least 26 weeks continuous service with the School you have a statutory right to ask for your contract of employment to be varied.

Any request for a variation must relate to:

- the hours you are required to work,
- the time when you are required to work, or
- the place where you are required to work (i.e. at home or at any place of business operated by the School).

Requests must be made in writing and must include the following information:

- a statement that it is a request for a variation of your contract of employment,
- the variation you are seeking and the proposed commencement date,
- an explanation of the effect you think the change would have on the School and how it might be dealt with.

On receipt of your formal request, we will arrange to meet with you to discuss it.

You can only make one request in any 12-month period for your contract of employment to be varied and, if the School grants your request, the variation will be a permanent change to your contract of employment.

Jury service and attendance at court as a witness

If you are called for jury service or as a court witness, you will be granted unpaid leave of absence and you should claim for loss of earnings from the court. You will normally be given a form from the court asking for confirmation of your normal salary, which should be completed by the School.

Public duties

The Governors will allow reasonable time off without pay for designated public duties, such as a Justice of the Peace.

General

If there are any aspects of this section that are unclear, you are encouraged to put any questions you may have to the Headteacher.

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General information

Insurance whilst on School business

The School's insurance covers all employees for injury or death from an incident whilst working for the School. This is only payable when the School is found to have been negligent in its role as an employer.

If the School arranges business travel abroad, including the Republic of Ireland, adequate travel insurance to include accident and illness cover will automatically be arranged. However, if employees make their own travel arrangements they must take out adequate insurance at their own expense. This may be obtained through the services of Adventist Risk Management.

Damage or loss to personal property

Compensation for damage to or loss of personal possessions will only be considered if the School can be held to have been negligent. All damage or loss should be reported to the Headteacher immediately. Where there is evidence that the accident or loss occurred through lack of care on your part, compensation will not normally be paid and you should check whether a claim could be made on your personal insurance policy to cover such circumstances.

You are advised not to leave any personal possessions or valuables unattended on the premises.

Return of School property

On the termination of your employment for whatever reason or at any time as required by the School, you must return all School property in your possession or for which you have responsibility. Failure to comply with this requirement during employment may result in disciplinary action and failure to comply on termination will result in the cost of the unreturned items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

Change of address or personal circumstances

You must always advise the School, in writing, when you have a change in personal circumstances that will affect your personnel record. Particular examples include details of your address, telephone number, emergency contact, bank details and any qualifications.

You must also seek authority from the School if you wish to take additional employment. In order to work more than an average of 48 hours in a week, you must sign an individual waiver form.

Health and safety

You are required to take reasonable care of your own well-being and that of other employees and of students. The relevant health and safety notices are posted around the premises and you are expected to be familiar with their requirements.

Safety is treated with the same degree of importance as any other activity within the School. This includes the need for good housekeeping and tidiness, necessary safety training, strict reporting of accidents and dangerous situations or 'near miss' incidents.

All accidents on School premises or whilst on School business must be recorded in the appropriate accident book.

Safety training will be made available for employees as required.

The School respects the right of employees to report breaches of Health and Safety legislation to the HSE where the School has been previously notified and has failed to take corrective action. The School will not victimise or treat any employee less favourably who does so.

Periodic health evaluation

Periodic health evaluations conforming to a designated range of tests are available to employees upon their request, following consultation with the School.

The normal frequency of authorised health evaluations is every three years from the date of employment and the cost of authorised health evaluations will be met in full by the School.

Hygiene for food handlers

Many School employees are involved in preparing and serving food for human consumption and the School will maintain strict compliance with mandatory food hygiene rules.

The requirement for protective clothing, pest-free premises, hand washing, temperature control and storage, product protection, plant cleaning and sterilising, reporting of transmittable illness and a positive commitment to ensuring many of its food handlers obtain a basic hygiene certificate are just some of the measures that will be taken by the School. Where kitchen premises do not meet the required hygiene standards, improvements will be given priority to bring them up to standard, or food preparation will not be carried out in these areas.

Pay

Payslips

At the relevant payment interval you will receive a payslip giving details of all payments and deductions e.g. gross pay, income tax, national insurance, etc.

Overpayments

If you are overpaid for any reason you are required to notify the finance office. The amount of overpayment will normally be deducted from the following payment but if this

would cause hardship, alternative arrangements to repay may be made. Any failure to report an overpayment may result in disciplinary action.

Income tax

In compliance with the law, you will receive a P60 each year detailing earnings and payment of income tax and National Insurance. This document should be kept in a safe place.

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School facilities and amenities

Unless specified to the contrary in your Contract of Employment, the benefits and facilities in this section are discretionary and may be withdrawn or altered by the School at any time.

Food and drink facilities

These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and you must adhere to all health and safety rules concerning their use.

Please note that for health and safety reasons personal portable electrical appliances must not be brought onto School premises.

Car parking

The School provides car parking facilities for use by visitors and employees. Cars must be parked sensibly and the School does not accept liability for damage or loss to employees' private vehicles.

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School procedures

Disciplinary procedure

Purpose

The Governors firmly believe that the fairest way to resolve any problems relating to conduct or performance is to have a well-structured disciplinary procedure. The procedure is designed to help and encourage all employees to achieve and maintain the School's standards of conduct, attendance and performance and should be looked upon as a corrective process.

Please read the following principles and procedures carefully as they form an important part of your terms and conditions of employment:

Principles

Apart from an informal verbal warning, you have the following rights in relation to disciplinary action:

- to be informed of the allegations of misconduct or poor performance to be addressed at any disciplinary hearing,
- to be accompanied by a work colleague or by an accredited trade union official,
- to appeal against any disciplinary action.

The procedure

Formal verbal warning

In the case of conduct, attendance or performance not reaching the required standard, the problem will be discussed with you at a disciplinary hearing where you will be given the opportunity to offer a satisfactory explanation. If the explanation is unsatisfactory, you will be issued with a formal verbal warning. The topics discussed at the meeting will be confirmed in writing to you and the verbal warning will remain on your file for six months.

Written warning

A written warning will be issued following a disciplinary hearing where there is a current formal verbal warning on your file and sufficient improvement has not been made or where the misconduct or poor performance is serious enough to warrant the School bypassing the formal verbal warning stage. A written warning will remain on file for 12 months.

Final written warning

If there is still insufficient improvement in your conduct, or if your performance is still unsatisfactory, you will be asked to attend a further disciplinary hearing. If no satisfactory explanation is offered for the lack of improvement, you will be issued with a final written warning that will remain on file for 12 months.

If the misconduct is sufficiently serious to warrant only one warning but is not sufficiently serious to justify dismissal, a final written warning will be issued. You will be informed in your final written warning that any further misconduct or failure to meet the required standard will result in your dismissal.

Dismissal

Dismissal will normally result if you still fail to achieve the standard of conduct or performance required by the School. You will be given every opportunity to offer an explanation for your failure to meet the required standards at a final disciplinary hearing. As with all previous stages of the disciplinary procedure you will be offered the right to be accompanied and the right to appeal against the decision.

If you are dismissed, you will be provided, as soon as is reasonably practicable, with the reasons for dismissal, the date on which your employment will terminate and details of how you may appeal.

In exceptional circumstances, the School reserves the right, as an alternative to dismissal, to impose a penalty of suspension without pay for up to a maximum of five working days, together with a final written warning that will remain on file for 12 months.

General

You will always be given as much information as possible regarding the allegations of misconduct, or any documentation detailing the shortfall in performance or capability that will form the basis of the disciplinary hearing. You will also be given fair and reasonable notice of the date and time of the hearing and whenever possible the disciplinary hearing will be held during your normal working hours.

Any disciplinary action will only be taken after a full investigation of the facts, and if it is necessary to suspend you for this period of time, you will receive your normal rate of pay.

The School reserves the right to vary the disciplinary procedure dependent on either the seriousness of the allegations of misconduct or capability to be addressed, or if you only have a short amount of service. It also reserves the right to call on a third party to assist with the disciplinary process.

If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal.

NB The School reserves the right to deduct from pay the cost of any damage or loss to property or goods, which after a disciplinary hearing was found to have been caused by your negligence or vandalism.

Conduct covered

Conduct at School

The School expects all employees to behave in a normal and reasonable manner. The following list provides examples of the type of conduct that the School would expect:

- To be punctual for the start of work and to keep within the break times.
- To give regular attendance at work and to minimise all absenteeism.
- To be courteous, helpful and polite to all those with whom you have contact.
- To devote all your time and attention, whilst at work, to the School and ensure that all its property including confidential information, records, equipment, information technology, etc., is kept safe and used correctly.
- To comply with all the School rules and regulations and to observe and perform all the terms of your employment as set out or referred to in your Contract of Employment.

Conduct outside working hours

Normally the School has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the School.

Adverse publicity, bringing the School's name into disrepute, or actions that result in loss of faith in the School, resulting in loss of income, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

The detriment suffered by the School will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to the School's reputation or image, a decision may be taken to terminate the employment.

The School's procedures covering disciplinary hearings and appeals still apply.

Gross misconduct

Gross misconduct will result in summary dismissal, which means you lose your right to notice or pay in lieu of notice.

Here is a list of offences that are normally regarded as "gross misconduct". It is not exhaustive, but it describes the kind of offence that can result in summary dismissal.

- Deliberate failure to comply with the published rules of the School, including those covering security, health and safety, equal opportunities, the Internet, etc.
- Deliberate falsification of records.
- The committing of offences against current discrimination legislation whilst acting on behalf of the School.
- Fighting or assaulting another person.

- Using threatening, blasphemous or offensive language towards students, parents or other employees.
- Making yourself unfit to work by solvent abuse, drinking alcohol, taking of illegal substances or failing to follow medical instructions on prescribed drugs.
- Being in unauthorised possession of School property.
- Being in possession of illegal drugs and substances or alcohol whilst on School premises.
- Obscene behaviour.
- Behaviour likely to bring the School and/or Church into disrepute.
- Wilful and deliberate damage to or misuse of School property.
- Refusal to carry out reasonable duties or instructions.
- Conviction on a criminal charge that is relevant to your employment with the School.
- The misuse including use for personal gain, of confidential information in the course of working for the School.
- Undertaking private work on the premises without permission.

Disciplinary appeal procedure

At each stage of the disciplinary procedure, you will be given the right of appeal. If you wish to exercise your right of appeal, you should put your reasons in writing to the BUC Director of Education within five days of receiving written confirmation of the disciplinary decision taken against you, explaining why you feel the decision is unfair, or inappropriate in relation to the matters addressed at the disciplinary hearing.

If you have any new information or evidence to support your appeal, please give details in full and include the names of any witnesses you may wish to call to support you in your appeal. This is in order that there will be sufficient time to investigate any additional information before the appeal hearing. You are entitled to be accompanied at the appeal hearing by a work colleague or by an accredited trade union official.

Although the purpose of the appeal is to review any disciplinary penalty imposed, it cannot increase the disciplinary penalty.

The decision of those dealing with your appeal is final.

Grievance procedure

A grievance procedure is quite simply a way for all employees to discuss any problems, or air their views on any dissatisfaction that relates to their work. An informal discussion can often resolve matters, but if you wish to raise the grievance formally, it should be done in the following way.

Submit your formal written grievance to the Headteacher or, if the grievance involves the Headteacher, then to the BUC Education Director, who will make every effort to hear your grievance within five working days. If you feel that you need help in putting your point of view across, you may ask a work colleague or an accredited trade union official to be present to help you explain the issue you are raising.

If you are not satisfied with the outcome of your meeting, tell the person who dealt with your grievance that you wish to take the matter further and intend to appeal against the decision.

Submit your formal written appeal to Chair of the Board of Governors within five days of receiving written confirmation of the grievance decision, including an explanation of why you are dissatisfied with the original decision. Every effort will be made to hear your appeal within five working days and you may ask a work colleague or an accredited trade union official to be present to help you. Although the School will always be willing to try to resolve your grievance as amicably as possible, a decision reached at the appeal stage is final.

Public interest disclosures

Employees and workers who make public disclosures, generally about wrong doings in the workplace, are commonly referred to as "whistleblowers". Under certain circumstances "whistleblowers" are protected under legislation for disclosing information that is known as "qualifying". A qualifying disclosure must relate to:

- committing a criminal offence,
- failing to comply with a legal obligation,
- a miscarriage of justice,
- endangering the health and safety of an individual,
- environmental damage,
- concealing any information relating to the above.

All employees are legally protected if they make a qualifying disclosure relating to any of the above points. Anyone wishing to make a disclosure is strongly recommended to raise the issue with the Headteacher in the first instance so that, where appropriate, there is an opportunity to address the area of concern.

Where an employee wishes to make a disclosure that concerns a matter that cannot be dealt with through the above procedure, it should be raised with *Public Concern at Work*, an independent whistleblowing charity, on 0207 404 6609.

Claiming and accounting for expenses

If you incur legitimate expenses on the School's behalf then you can claim them back on production of valid receipts in accordance with the School's expenses policy. Claims can only be made for expenses incurred wholly in respect of business purposes.

Rights of search

The School has a contractual right of search in order to combat misappropriation of the School's property, stock losses, or if the School genuinely believes that drugs or any illegal substances are on School premises. The right of search is to address problems relating to the above issues.

Under the rights of search procedure the School may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on School premises or business. Any refusal will be regarded as a refusal to carry out a reasonable instruction and will normally result in dismissal. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.

If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex.

The School reserves the right to call the police for assistance at any stage.

Vehicles

The use of School vehicles requires express approval and the private use requires further authorisation. Unauthorised passengers must not be carried in School vehicles, nor may any vehicle be used for personal gain.

Once the use of a vehicle has been approved you must ensure that the vehicle is clean and tidy, in a roadworthy condition, and that all normal engine and vehicle inspections have been carried out at the designated intervals.

If you have an incident involving a vehicle, whether or not personal injury or vehicle damage occurs, you must make a full written report of the incident. All driving accidents will be investigated and if an investigation shows you to be at fault, you will be subject to disciplinary action. The School also reserves the right to recover the insurance excess from you.

You must produce your driving licence before permission to use a vehicle is first given and it must be produced at regular intervals thereafter, as notified by us. Any type of driving conviction or summons must be reported immediately to the School and you agree to allow us to access your online driving licence information.

You must comply with all statutory regulations and/or School regulations regarding the recording of daily mileage, journeys undertaken and driving hours.

Any fines or prosecutions arising from any motoring offence either moving or static will be your responsibility. Notices relating to such fines received by the School will be passed to you. Fines not paid will be settled by the School on receipt of the first reminder and deducted from any monies, including salary and expenses, due to you. In this event the School will also charge you 50% of such fines (a minimum of £5.00) as an administration fee.

Whilst you may find it necessary to use a mobile phone during the course of your work, the School prohibits the use of hand held mobile phones while driving and will not be liable for any fines or penalties incurred by you using a mobile phone unlawfully.

Use of private vehicles on business

The use of your own vehicle for business requires authorisation. Once authorised, you may claim a mileage allowance providing the School has agreed the travel in advance.

You must have a valid licence to drive the vehicle and you are responsible for ensuring that the vehicle is in a roadworthy condition, with a valid MOT certificate (if applicable) and current vehicle tax, and that you have adequate insurance cover in place before undertaking any business travel. The School will not accept any liability in the event of any accident, prosecution or fine.

8

School policies ***Equal opportunities and discrimination*** ***policy***

The Governors recognise that discrimination is not only unacceptable, it is also unlawful.

The Governors' aim is to ensure that no job applicant or employee is discriminated against, directly or indirectly, on any unlawful grounds.

By including this policy in the Employee Handbook, all employees are made aware that the School will act in accordance with all statutory requirements and take into account any relevant codes of practice.

All job applicants will be considered solely on their ability to do the job. Interview questions will not be of a discriminatory nature.

All promotions will be made on merit in line with the principles of the policy.

Employees who have a disability will receive the necessary help, within reason, to enable them to carry out their normal duties effectively.

This policy will be assessed at regular intervals to ensure that equality of opportunity is afforded to all employees.

Harassment policy

The Governors will not tolerate any form of harassment or bullying.

The purpose of this policy is to inform employees of the type of behaviour that is totally unacceptable and to explain what solutions there are to employees who may suffer harassment or bullying.

The Governors intend to provide a neutral working environment in which no one feels threatened or intimidated.

Harassment is a discriminatory act and is also a criminal offence. It is very difficult to define as it can take many forms, but in the main it takes the form of unwanted behaviour by one employee towards another, for example:

- Patronising or belittling comments.
- Comments about appearance/body/clothes.
- Leering or staring at a person's body.
- Unwelcome sexual invitations or pressure.

- Promises or threats, concerning employment or conditions, in exchange for sexual favours.
- Displaying offensive or sexually explicit material.
- Touching, caressing, hugging or indecent assault.

Please remember the test is that the behaviour is UNWELCOME, UNINVITED AND UNRECIPROCATED.

Bullying is also difficult to define. Obvious examples are:

- Threats of or actual physical violence.
- Unpleasant or over repeated jokes about a person.
- Unfair or impractical work loading.

Procedure

If you encounter a problem of this nature, it is vital that you make the person responsible aware that his/her remarks or conduct are offensive to you. This should be done in a simple, straightforward way.

It is recognised that complaints of harassment or bullying are often of a sensitive or worrying nature and that it may be difficult to speak directly to the other employee involved. If this is the case, you should put your request in writing and hand it to the harasser or bully.

When or if the informal approach fails or if you believe that the harassment or bullying is of a very serious nature you must bring the matter to the attention of the Headteacher, or if the grievance involves the Headteacher then to the BUC Education Director. If possible, you should keep notes of the harassment or bullying so that the formal complaint can be investigated, including the date, time and whereabouts of the act.

If you make a formal complaint it will be dealt with under the grievance procedure and all possible actions will be taken to separate you from the alleged harasser or bully.

If you bring a complaint of harassment or bullying you will not be victimised for having brought the complaint. If however after a full investigation, the School has grounds to believe that the complaint was brought with malicious intent, you will be subject to disciplinary action under the School's disciplinary procedure.

The School's appeal procedures apply to appeals against decisions made under the equal opportunities and discrimination policy and the harassment policy.

Anti-bribery policy

Introduction

The School values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery by:

- setting out a clear anti-bribery policy,
- establishing and implementing anti-bribery procedures as appropriate,

- communicating this policy and any relevant procedures to employees and to others who will perform services for the School,
- undertaking appropriate due diligence measures before engaging others to represent the School in its business dealings,
- monitoring and reviewing the risks and the effectiveness of any anti-bribery procedures that are in place.

Policy

The School prohibits the offering, giving, solicitation or acceptance of any bribe (whether cash or other inducement)

- to or from any person or company (wherever they are situated and whether they are a public official or body or private person or company),
- by any individual employee, agent or other person or body acting on behalf of the School,
- in order to gain any commercial, contractual or regulatory advantage for the School in a way that is unethical,
- in order to gain any personal advantage (pecuniary or otherwise) for the individual or anyone connected with the individual.

This policy prohibits any inducement that results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action that may not be solely in the interests of the School or of the person or body employing them or whom they represent.

This policy is not meant to prohibit normal and appropriate hospitality or the giving of a gift on a festival or at another special time, providing they are customary in a particular market, are proportionate and are properly recorded.

Inevitably, decisions as to what is acceptable may not always be easy. If you are in any doubt as to whether a potential act constitutes bribery, the matter should be referred to the Headteacher before proceeding.

Employees' responsibility

The prevention, detection and reporting of bribery is the responsibility of all employees and the School is committed to:

- encouraging employees to be vigilant and to report any suspicion of bribery,
- providing employees with suitable channels of communication and ensuring that sensitive information is treated appropriately,
- investigating instances of alleged bribery and assisting the police and other appropriate authorities in any resultant prosecution,
- taking disciplinary action against any individual(s) involved in bribery.

Any suspicion of bribery should be reported in confidence to the Chair of Governors, who has overall responsibility for bribery prevention.

Protecting vulnerable groups

All employees are required to familiarise themselves with the school's policies on safeguarding and child protection and the BUC child protection policy, "Keeping our Church Family Safe".

Criminal records

Many posts within the School are exempt, because of the nature of the work, from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Exceptions Order 1975 as amended.

This means that for exempt posts all convictions, including those that are 'spent' under the terms of the Rehabilitation of Offenders Act 1974, but excluding those that are "protected" under the Exceptions Order, will be made known to us. Disclosure and Barring Service (DBS) checks are carried out on all employees before the commencement of their employment and any subsequent convictions must be notified to the Headteacher. "Convictions" include convictions in a court of law, police cautions, reprimands and final warnings.

Vetting and Barring Scheme

If your work is classed as a 'regulated activity' under the above scheme we will be required to check whether or not your name is included on the Children's List maintained by the DBS as being barred from working with children.

In addition, if we believe that you are guilty of misconduct that has harmed or placed a child at risk of harm, we have a statutory duty to refer your name to the DBS for possible inclusion on the Children's List. This duty also applies in relation to ex-employees.

Communication and representation policy

Introduction

The School will take every step to communicate to all employees with particular respect to its services and plans for the future, etc. It also encourages employees to express their views in terms of suggestions and opinions.

Notice boards

All statutory notices, vacancies, internal information and all other matters of general interest will be displayed on the official notice board. Employees wishing to display notices relating to social, sporting or domestic activities should obtain permission from the Headteacher to do so.

The Employee Handbook

All employees will be given a copy of this handbook at the beginning of their employment with the School. After that time a copy will always be available on the premises.

Staff briefings

The School operates a staff briefing system, which is designed to feed information down throughout the School and to give employees the opportunity to send views back up through the same system.

Because of the importance the School places on team briefings, all employees are expected to make their attendance a high priority.

Trade Union membership and recognition

The School recognises your right either to join or not to join a trade union of your choice.

The School has no recognition agreement with any union and as a result no paid union officials will be allowed on the premises except for the purpose of representation at a disciplinary or individual grievance meeting or any associated appeal meeting.

Telephones (including mobile phones)

Employees may use the School's telephone system for local calls within reason and in cases of personal emergency. If possible authority should be sought before the call is made and if not as soon as possible afterwards. Personal mobile phones should be switched off during School hours.

Postal mail

All posted mail delivered to the School is normally opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to the School without permission (e.g. 'signed for' parcels) or personal mail sent out using the School's system.

Computer policy

Computer usage

Employees must keep their passwords confidential and must not disclose them to any other party.

Employees are not permitted to load any software on to the School's computer system without the Headteacher's prior permission.

On the termination of employment, or at the School's request, employees must return all information that they have in a computer compatible format to a nominated member of staff.

All information, programs and systems created by employees during the course of their employment will remain the property of the School.

Employees are not permitted to play computer games in working time or on School terminals or laptops.

Email

The School gives designated employees access to an email facility in order to improve business communication and efficiency. This is the primary purpose of this facility and although personal emails are permitted, the primary purpose of this facility should be remembered. The School would ask its employees not to abuse the facility.

With this in mind it is important that emails are not used to spread gossip or to distribute information, jokes or graphics that are or could be said to be, any of the following:

- sexist or sexual in nature,
- racist or otherwise discriminatory,

- obscene,
- offensive,
- defamatory,
- malicious and/or unacceptable nature,
- otherwise conflicting with the interests of the School.

The distribution of chain letters by email is also expressly forbidden.

Employees must not use emails to distribute information that is confidential in nature, unless the permission of the person/body concerned and/or Headteacher has been given in advance. Employees must not use emails to distribute anything that is copyright protected or to pursue or promote personal business interests. If in doubt, guidance should be sought from the Headteacher.

Messages sent by email could give rise to legal action against the School. It is therefore important that thought is given to the content of all emails and that hard copies are taken when necessary.

The School reserves the right to retrieve messages in order to assess whether the facility is being used for legitimate purposes, to retrieve information following suspected computer failure or to investigate alleged acts of wrongdoing. The School will not, however, monitor emails as a matter of course.

Misuse of the email facility will result in disciplinary action.

Internet use

Employees have a duty to use the Internet responsibly.

Employees must not access or display any sites or pages that are sexually explicit or offensive. Breach of this rule may result in dismissal. If an employee receives information from, or accesses any such site unintentionally, the computer must be closed down or disconnected from the network and your line manager must be informed immediately.

Although sensible and limited personal use of the Internet is permitted, the School reserves the right to take disciplinary action against employees where their use amounts to an abuse of this rule, such as excessive downloading or streaming to computers or mobile devices.

The use of social networking sites during working time or on BUC terminals or laptops is not permitted and is a breach of School rules.

Employees using social networking sites away from work must ensure that, if adding personal news items, they do not include reference to the School by name, by photograph, or to any employee, client, customer or any other person or organisation connected with the School or any of their relations or friends. Failure to comply with this policy will be treated as a serious breach of the rules and will result in disciplinary action being taken, up to and including summary dismissal.

Any use of social networking sites that brings the School into disrepute, or breaches the School's equal opportunities and discrimination policy or harassment policy, will be regarded as gross misconduct and will result in summary dismissal.

Training policy

Introduction

Day to day training is the responsibility of the School's Management who can call on specialised skills and knowledge within the School and from external sources for advice on training matters.

Aims

The aims of the policy are:

- To provide induction training for all new employees, including relevant health and safety information.
- To provide job specific training to all new employees and to existing employees who are changing job within the School, including health and safety information.
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs, including the granting of study leave and sabbatical leave, when they are consistent with the needs of the School.

Procedures

The procedures for training are:

- A record will be kept for each employee showing the training received.
- The training records will be monitored on a regular basis and the needs checked.
- All training programmes will be monitored and revised as necessary in order to meet changing business needs.

The School will provide any necessary training and, at the discretion of the Governing Body, will meet the costs involved. However, if an employee fails to complete the training or their employment ends within one year of completing any external training course for any reason except redundancy, the employee must reimburse the cost of any training on a pro-rata basis. Employees will be required to sign an 'Agreement to deduct from pay' prior to starting any external course, which authorises the School to make this deduction.

Lay off/short time working

If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the School, the School has a right to either lay off without pay other than Statutory Guarantee Pay or implement shorter working hours. This procedure is in line with your terms and conditions of employment.

The School also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The School will pay Statutory Guarantee Pay in accordance with the current Government regulations.

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant Government Agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the School.

Redundancy policy

If a redundancy situation arises, for whatever reason, the Governors will take whatever steps are reasonable in an effort to avoid compulsory redundancies, for example:

- Analyse overtime requirement.
- Reduce hours.
- Lay off with Statutory Guarantee Pay.
- Ask for voluntary redundancies, whether anyone has plans to retire or is considering a career move.

If compulsory redundancies are necessary, employees will be involved and consulted at various meetings to discuss selection criteria, any alternative positions, and be given every opportunity to put forward any views of their own.

Employees will be given the opportunity to discuss the selection criteria drawn up. The School reserves the right to reject any voluntary applications for redundancy if it believes that the volunteer has skills and experience that need to be retained for the future viability of the School.

Data protection policy

The School is registered under the Data Protection Act 1998 and aims to operate in a professional and responsible manner at all times and to be open and accountable for the data it stores.

Access to data

Employees have the right to access all their data if it is stored in a "relevant filing system" provided they give notice in writing at least seven days in advance of their wish to do so.

The School has the right to charge a fee, up to a maximum of £10, for allowing employees to view their files. A further charge may be applicable should they wish to copy any information from their records. The amount of the fee and the decision to charge will be at the School's discretion.

The personal information held by the School in relation to any particular employee can be diverse and may include, for example, information relating to:

- employment, i.e. home address, bank details, emergency contact numbers, tax information, references, etc,
- attendance,
- sickness, including medical certificates, etc,
- disciplinary matters.

Note that some of this information is time limited and will be destroyed after a period.

Data not available to scrutiny

Certain items of data are exempt from disclosure under the act and will not be available for employees to see. These include, for example, the name and address of individuals giving a reference to the School or the content of a reference given by the School where that is a confidential reference.

Environment policy

There is a growing awareness of the need to protect the environment, a view supported by the Governors. Employees should make every effort within their sphere of control to minimise any adverse effect of the School on the environment. Examples include:

- Turning off lights when not required.
- Turning down heating levels where appropriate.
- Planning journeys to minimise the fuel used on School business.
- Co-operating with any recycling systems for waste paper etc. that are introduced.

Smoke-free policy

It is illegal to smoke in enclosed or substantially enclosed workplaces and the School has a policy that prohibits smoking throughout the entire workplace with no exceptions including School vehicles. This policy applies to all employees and to visitors to the premises.

Failure to comply with this policy will result in disciplinary action and possible criminal prosecution.

This policy also applies to the use of e-cigarettes.

Dress code policy

Employees represent the School whenever they meet parents and visitors and we would ask that employees' appearance should be modest and businesslike at all times.

Employees who have been given a uniform should wear it at all times whilst on the School's business. Uniforms must be kept clean, pressed and presentable.

Any personal protective equipment that is issued by the School must be worn at the relevant time. Failure to wear this equipment may result in disciplinary action.

Employee Handbook receipt

This Handbook has been drawn up for the Governors to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with the Headteacher.

It is important that you do this before signing that you have read, understood and are willing to abide by all the School's terms and conditions.

I acknowledge receipt of this Employee Handbook, which is the property of the School, and which forms an integral part of my Contract of Employment.

I agree that if I do not return this Handbook on the termination of my employment, the sum of £6.00 can be deducted from any monies owing to me.

Received by (Employee)

Signed

Date