Clarity Independent School

Staff Handbook

2026-2027

"Good teachers are the reason why ordinary students dream to do extraordinary things…"

Written: 15.5.19 Debbie Hanson
Update: 28th September 2026
Updated by name: D Hanson

Bridge Farm Barn, Woodhill Road, Sandon, Chelmsford CM2 7SG Tel: 01245 408 606 Email: admin@clarity.essex.sch.uk DfE number: 881/6073

Employee Confirmation of Receipt and Understanding of Content of Staff Handbook

"Our school is committed to our whole-school approach to safeguarding, which ensures that keeping children safe is at the heart of everything we do, and underpins all systems, processes and policies...We promote an environment where children and young people feel empowered to raise concerns and report incidents and we work hard in partnership with pupils, parents and caregivers to keep children safe."

Clarity Safeguarding Policy September 2026

Please read the statement below and sign and date to confirm your agreement:

- I have read the Staff Handbook.
- I understand the contents.
- I accept and will work in accordance with the contents, including policies mentioned within.
- I understand that compliance with the rules and conditions set out in this handbook forms part of my contract of employment.
- I am aware that I can speak to Debbie Hanson if I have any concerns or questions about the contents.
- I will keep myself aware of its contents and any updates, as I am notified.

Staff Signature: ……..

Name: ……..

Date: ……..

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Employee Assistance Programme

We recognise that sometimes you may face certain challenges in your work and home life that are difficult to deal with. We subscribe to a confidential and professional life management service which provides you with a qualified counsellor who can offer personal support for any practical or emotional challenges you may be facing. The service is initially provided via telephone and online advice but face to face meetings will be arranged where this is felt clinically appropriate. This service is totally confidential. **PASSWORD: EAP**

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Safeguards and Standards

A) COMPANY PROPERTY AND COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

B) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Director.

C) DATA PROTECTION

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our "Policy on your rights in relation to your data". We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

D) CONFIDENTIALITY

All information that:-

1) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;

2) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and

3) has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance

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with them at all times.

E) INVENTIONS/DISCOVERIES

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

a) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;

b) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and

c) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

F) LIABILITY FOR LOSS AND DAMAGE

Any damage to stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.

Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

G) RIGHTS OF SEARCH

Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.

We reserve the right to call in the police at any stage.

H) HEALTH AND SAFETY

1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.

2) You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.

3) You should report all accidents and injuries at work, no matter how minor, to the Director.

4) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

5) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

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I) MANUAL HANDLING

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

J) FIRST-AID AT WORK

We will comply with our obligations regarding first-aid at work and ensure that all employees are given details of our first-aid arrangements, in accordance with current legislation. This may include (but is not limited to) providing trained first-aiders, depending on the outcome of our first-aid needs assessment.

K) NO SMOKING POLICY

Smoking on the premises is not permitted. You may only smoke during authorised breaks and in allocated areas.

This includes the use of e-cigarettes. **The allocated area is on Mayes Lane, off Woodhill Road.**

L) ALCOHOL AND DRUGS

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

M) FITNESS TO WORK

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

N) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:

a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and

b) all software must be virus checked using standard testing procedures before being used.

O) USE OF COMPUTER EQUIPMENT – Please see E-safety Policy for more information

In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:

a) the introduction of new software must first of all be checked and authorised by the Director before general use will be permitted;

b) only authorised staff should have access to the Company's computer equipment;

c) only authorised software may be used on any of the Company's computer equipment;

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d) only software that is used for business applications may be used;

e) no software may be brought onto or taken from the Company's premises without prior authorisation;

f) unauthorised access to the computer facility will result in disciplinary action; and

g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

P) E-MAIL AND INTERNET POLICY

1) Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of internet and e-mail within the Company. The internet and e-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

2) Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

3) Procedures – Acceptable/Unacceptable Use

a) unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.

b) the internet system is available for legitimate business use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:

   i) comply with all of our internet standards;

   ii) access during working hours should be for business use only;

   iii) private use of the internet should be used outside of your normal working hours.

c) the Company will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:

   i) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;

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ii) non-compliance of our social networking policy;

iii) connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;

iv) engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the Company's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

4) E-mail

The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the e-mail system.

5) Procedures - Authorised Use

a) unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.

b) the e-mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the e-mail system should give particular attention to the following points:

i) all comply with Company communication standards;

ii) e-mail messages and copies should only be sent to those for whom they are particularly relevant;

iii) e-mail should not be used as a substitute for face-to-face communication or telephone contact. Abusive e-mails must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;

iv) if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system; and

v) offers or contracts transmitted by e-mail are as legally binding on the Company as those sent on paper.

c) The Company will not tolerate the use of the e-mail system for unofficial or inappropriate purposes, including:

i) any messages that could constitute bullying, harassment or other detriment;

ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);

iii) on-line gambling;

iv) accessing or transmitting pornography;

v) transmitting copyright information and/or any software available to the user; or

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vi) posting confidential information about other employees, the Company or its customers or suppliers.

6) Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

Q) USE OF SOCIAL NETWORKING SITES

Any work related issue or material that could identify an individual who is a Parent or Guardian or work colleague, and/or which could adversely affect the Company, a Parent or Guardian or our relationship with any Parent or Guardian must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment or mobile device.

R) KEYHOLDING/ALARM SETTING

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes or key pad codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless authorisation is obtained from the Director. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys must be reported immediately to the Director.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure and alarms are set accordingly.

S) CLOSED CIRCUIT TELEVISION Please see Photo Media and CCTV Policy

CCTV is operated on the Company premises. This is for a number of reasons, including the prevention of crime and the safety of employees and Parent or Guardians. CCTV footage is monitored regularly.

Employees should be aware that CCTV footage may be used and relied upon, where necessary, for disciplinary purposes. Similarly, if there were allegations of criminal activity by employees or claims brought against any member of the Company leading to civil proceedings by Parent or Guardians or employees the Company may use and/or submit the relevant footage to the relevant authorities.

We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

T) STANDARDS OF DRESS

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As you are liable to come into contact with Children, Students Parents or Guardians and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Therefore, smart attire should be worn at all times. Jeans and/or vest tops are not permitted to be worn. Leggings must only be worn with a top longer than mid-thigh, dresses must be no shorter than just above the knee. Clothing should not be see-through, or tight enough to give the same effect. Sensible footwear with a heel strap should be worn during working hours and therefore flip flops are not permitted. Hair should be a natural colour. Nails should be no longer than 2mm past the ends of fingers. Ear-rings should be studs / small rings, rather than large rings or dangling ear-rings.

U) HOUSEKEEPING

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

V) HYGIENE

1) Any exposed cut or burn must be covered with a first-aid dressing.

2) If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

W) CASH SHORTAGES

Any cash shortages at the end of the shift will be the responsibility of the shift on duty and must be made good by that shift. Any such shortages will be deducted from wages. This is an express written term of your contract of employment.

X) DISCLOSURE AND BARRING CERTIFICATE(S) See Safer Recruitment Policy

Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificate(s) are not supplied your employment with us will be terminated.

Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

Y) CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Company any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

Z) POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION

1) As an organisation using the Disclosure and Barring Disclosure Service (DBS) to help assess the suitability of applicants for positions of trust, we comply fully with the DBS Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act.

2) Disclosure information is never kept in an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997). We maintain a

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record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.

3) Disclosure information is only used for the specific purpose for which it was requested.

4) Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the DBS will be consulted and full consideration will be given to the data protection and human rights of the individual.

5) Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

AA) PARENT RELATIONS Please also see Home School Communication Policy

We provide education to young people and employees are employed to teach them. Due to this relationship a parent/guardian may from time to time request that an individual be removed from teaching a class. In such circumstances we will investigate the reasons for such requests. However, if the parent/guardian maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate employment. This procedure is separate from any concurrent disciplinary matter which may need to be addressed.

BB) PERSONAL RELATIONSHIPS

1) We recognise that, from time to time, close personal relationships may develop between members of staff. In order to ensure that potential conflicts of interest are avoided, members of staff who are in that position are strongly recommended to advise the Director.

2) Any such information will be treated in the strictest confidence. We fully acknowledge the right of employees to privacy in their personal affairs. However, experience has shown that the effect of such relationships can cause a blurring of judgement whereby conflicts of interest arise and which can cause us to lose confidence in the person's integrity and reliability.

CC) OTHER POLICIES Please see all policies on school website and in G drive -> AAA Policies

Students are the key to the success of our business and excellent service is a key element to maintain a successful business. Therefore, it is expected that high standards are provided by all employees. Swearing on the premises is not permitted at any time.

The Company has a number of other policies and procedures that will have been explained to you during your induction and to which you are required to sign and observe. Copies of these will have been provided to you separately or are available on request from the office.

DD) PETTY CASH

The Administrator is responsible for petty cash and is the only person who is authorised to make a withdrawal which will only ever be for legitimate business purposes. The petty cash form must be fully completed and original receipts to the value of the withdrawal must be provided. Any shortages from the petty cash box may be deducted from salary. This is an express written term of your contract of employment in compliance with current legislation.

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EE) CASH HANDLING

You must safeguard and account for any cash which is entrusted to you (i.e. for the purpose of school trips, dinner money) in accordance with our rules and procedures.

FF) COMPANY RULES AND REGULATIONS

It is a condition of your employment that you comply at all times with:

a) All rules and regulations of the Company; and
b) Any National OFSTED or ISI regulations which may apply to your post.
c) The Independent School Standards

Failure to adhere to the above will result in disciplinary proceedings which may lead to dismissal.

GG) ISI Inspectorate

1) We are registered with ISI and adhere to their guidelines and regulations. The Inspector may call at any time to check the running of the Company. Their inspection will make recommendations for future targets and improvements.

2) If you have any questions or suggestions for improvements in order to better meet the Standards please feel free to speak to your immediate Supervisor or the Manager as appropriate.

3) Specific training on ISI guidelines will also take place through meetings and other training programmes, although it is your responsibility to ensure you are working within the required standards, which can be found in the ISI Inspection Documentation; https://www.isi.net/inspection-explained/inspection-handbook/.

HH) TRAINING AGREEMENT

The Company has a policy of encouraging its employees to undertake training which will benefit the business and assist in the development of the employee within the organisation. Employees may apply for financial assistance with reasonable training costs to the Director. In the event that the Company agree to assist with training costs you will be required to enter into a training agreement in which a plan to repay the cost incurred by the business upon termination. The agreement to engage in a training agreement is at the Director's discretion.

II) HOT DRINKS

You are required to keep all hot drinks in the staff room area, these may be bought into classrooms only if contained in a travel mug with a secure lid.

Staff are allowed to use normal mugs in the classrooms before and after school hours. These must be taken to the staff room area and cleared away at the end of the day.

Please be advised that for the purposes of this policy soup is classified as a hot drink.

Staff are encouraged to exercise the greatest care when using travel mugs that have a lid to avoid serious scalding of the mouth.

Staff are permitted to bring cold drinks in the classroom during any point however these must kept in a container with a lid to avoid spillages.

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During non-teaching hours for example before and after school and during lunch breaks food can be consumed in the classroom, however this must be within empty classrooms and cutlery/crockery must be taken back to the staffroom area and cleared away.

Staff are to ensure that no food, or food wrappers are to be placed in classroom bins at any point. All food associated waste must be disposed of in the kitchen or staffroom bins.

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General Terms and Procedures

A. CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

B. SICKNESS PAY AND CONDITIONS (SL)

Any sickness absence taken is paid in line with the current SSP scheme. Any additional payments which may be made will be at our absolute discretion.

During any period of sickness employees should not discuss current workloads or Parent or Guardian numbers with other members of staff, this should only be discussed with the Director.

You must notify the Director by individual Whatsapp message to the Director's phone on the first day of absence at the earliest possible opportunity, preferably the night before, and by no later than 7.30 am on the day of absence. You must notify the Director of your symptoms, all efforts you have made to alleviate them in an attempt to be able to attend work, and whether these have been successful or not, so that the decision can be made concerning whether the reason for your absence is acceptable to us or not, for example, taking Paracetamol or similar for pain or temperature.

You are required to follow your text and answerphone message up with phone call to the school, during office hours and before 10am to speak to the Director. You must notify the Director on every working day of absence for the first seven days, by 10am.Other than in exceptional circumstances notification must be made personally. E-mails are not an acceptable method of notification.

If your sickness extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, and provide a medical certificate from the GP. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Director, during your back-to-work interview.

Subject to meeting the qualifying conditions, you will be entitled to statutory sick pay (SSP) from us during absence as a result of sickness or injury.

Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick, you may need time off, continual or repeated absence through sickness may not be acceptable to us.

In deciding whether your absence is acceptable or not, we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

C. TIME OFF (TO)

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Written

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proof of the appointment or need should be provided to the Director. Where possible, such appointments should be made outside normal working hours or during non-term time. (There is no statutory right for time off for medical or dental appointments unless related to antenatal care for pregnant employees.) Emergency appointments may be granted at the discretion of the Director and will normally be without pay. Appointments issued by NHS hospitals or NHS specialists, which do not offer the option of changing the time or date without the patient re-joining the waiting list, may also be granted at the discretion of the Director.

D. MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY (ML / PL / AL)

You may be entitled to maternity/paternity/adoption leave and the relevant statutory pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes you should notify the Director at an early stage so that your entitlements and obligations can be explained to you. (April 2026 this became a day-one right.)

E. PARENTAL/SHARED PARENTAL LEAVE (PAL / SPAL)

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with the Director who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business. This leave is usually unpaid. (6th April 2026 this became a day-one right.)

F. TIME OFF FOR DEPENDENTS (TOD)

You may be entitled to take a reasonable short-term amount of unpaid time off during working hours to take action that is necessary to provide help to your dependents, limited to emergencies. Should this be necessary, you should discuss your situation with the Director who, if appropriate, will agree the necessary time off, which will usually be unpaid.

G. BEREAVEMENT LEAVE (BL)

Although there is no statutory right to general bereavement leave (except for specific parental bereavement provisions), Clarity recognises that reactions to bereavement, and therefore support needed, may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Director and agree appropriate time off.

H. PARENTAL BEREAVEMENT LEAVE (PBL)

In the unfortunate event that you experience the loss of a child (under the age of 18 years or a stillbirth after 24 weeks of pregnancy), you may be entitled to parental bereavement leave and pay in accordance with the current statutory provisions. You should discuss your circumstances with the Director and agree time off.

You are reminded that you have access to the Employee Assistance Programme, a confidential telephone counselling service offered by the Company where you can talk to a trained counsellor about your circumstances. You can access this by accessing online resources or calling the number provided, further details are available from the Director.

I. CARER'S LEAVE (CL)

Employees with defined caring responsibilities (planned leave (not for emergencies) for a dependent with a long-term care need due to long-term illness or injury, disability, old age) may be entitled to take unpaid Carer's Leave in line with current statutory provisions. It is important to note that Carer's Leave only applies to *planned-in-advance* care for a dependent with a long-term care need, not emergencies, and carries a minimum period of half a working day per request.

Notice required: Employees must make their request, confirming that the leave is for a dependent who meets the criteria), giving the appropriate notice of their intention to take the leave (the longer of 1. Double the length of the leave requested or 2. Three days), specifying the relevant details, including the person being cared for and the days requested. It is advisable to provide evidence of eligibility to enable your request to be processed smoothly and quickly, (although this cannot be requested under law), since possible misuse of this entitlement may lead to investigation and potential disciplinary action. You should discuss your situation with the Director who will explain your entitlements and if appropriate, agree time off, communicating the decision in writing within seven days (or the

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earliest day, or part-day of the leave originally requested, whichever comes first).
Entitlement: The maximum entitlement is one working week of unpaid leave per year.
Postponement (by the Director): If leave would unduly disrupt the school's operation (e.g. affecting safe levels of supervision / regulatory invigilation), the Director may postpone leave for up to one month, giving valid reasons (but may not deny it altogether). The request will be to match the duration or the original request.
Alternative arrangements: The Director may suggest alternative options such as flexible working hours or remote work (if applicable) to minimize disruption as an alternative to postponement.

J. NEONATAL CARE LEAVE (NCL)

Eligible employees are entitled to neonatal care leave and pay in line with current statutory provisions. If you need time off in these circumstances, you should speak with the Director who will explain your entitlements and agree time off.

K. BEREAVED PARTNER'S PATERNITY LEAVE (BPPL)

In the unfortunate event that the primary carer of your child dies, you may be entitled to bereaved partner's paternity leave in accordance with the current statutory provisions. You should discuss your circumstances with the Director and agree time off.

You are reminded that you have access to the Employee Assistance Programme, a confidential telephone counselling service offered by the Company where you can talk to a trained counsellor about your circumstances. You can access this by accessing online resources or calling the number provided, further details are available from the Director.

L. EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to the Director who will retain them whilst attempts are made to discover the owner.

M. PERSONAL MAIL

Private mail can be sent care of our address, however the Company accept no responsibility for any private mail sent to our premises. All mail received by us addressed to employees may be opened. Private mail may only be posted from our premises where a formal re-charge arrangement has been made.

N. FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS / MOBILE DEVICES (INCLUDING SMART WATCHES AND GLASSES)

You should discourage your friends and relatives from either calling on you in person or by telephone (phone call / text / Whatsapp etc.) whilst at work. Incoming personal telephone calls are allowed only in the case of emergency and should be to the main office (not to personal mobile phones). Contact via electronic messages such as text / Whatsapp etc. are not permitted during working hours. Outgoing personal calls can only be made with the prior permission of the Director. Personal mobile phones and personal devices should be kept on silent in the staff room (teaching staff) or out of sight / hearing (offices) and used before work, during breaks or after work only. In the case of an emergency during working time you are required to seek consent before using the phone.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use any mobile phone whilst driving without a hands-free set. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

O. COMPANY MOBILES Please see E-safety policy

The Company mobile phones are to be used for business purposes only except in the case of an emergency. Therefore any unauthorised personal use may be repayable by the employee and may result in disciplinary action in accordance with our procedures. The Company reserves the right to deduct the appropriate sums from your salary in the event that repayments are not made. This is an express written term of your contract of employment. Internet

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usage on Company mobile phones is subject to the same provisions set out in our E-safety Policy. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures.

P. OTHER EMPLOYMENT

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with the Director in order to establish the likely impact of these activities on both yourself and the Company. You will be asked to give full details of the proposal and consideration will be given to:

i. Working hours;
ii. Competition, reputation and credibility;
iii. Conflict of Interest;
iv. Health, safety and welfare.

You will be notified in writing of the Company's decision. The Company may refuse to consent to your request. If you work without consent this could result in the termination of your employment.*

If you are unhappy with the decision you may appeal using the Grievance Procedure.

***NB: This does not apply to those on a zero hour contract who should refer to the following:**

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

Q. BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, and no rudeness will be permitted towards colleagues, Parent or Guardians or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

R. BEHAVIOUR OUTSIDE WORK See Whistleblowing and Safer Recruiting policies

Because the business demands employees of the highest integrity we have the right to expect you to maintain these standards outside of working hours.

Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

S. TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

T. DRIVING LICENCE

If driving is a necessary part of your role it is imperative that you maintain a valid driving license suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving license to the management. We may also require you to provide us with the ability to access your driving license

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details online. If at any time your license is endorsed, or you are disqualified from driving, we must be informed immediately.

Data collected about driving licenses will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

U. CAR INSURANCE

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, Driving License, Tax and an MOT Certificate must be produced for scrutiny by the Company, upon renewal and at any time when so requested.

V. FINES

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company take no responsibility for the payment of fines incurred by the employee during their employment. In the event that the Company receive the summons on the employee's behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee's salary.

W. COMPANY TOOLS

The Company provides tools necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged or mislaid tools to the Director. You must return all Company tools upon termination of employment by either party. Failure to return tools, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools being made from monies due to you.

X. THIRD PARTY INVOLVEMENT

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. We will seek your consent at the relevant time to share relevant 'special categories of data' where it is necessary for the purposes of that hearing.

Y. RECORDING OF FORMAL MEETINGS Please see Photo, Media and CCTV policy

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

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Capability Procedures

A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

1) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

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Disciplinary Procedures

A) INTRODUCTION AND PRINCIPLES

1) The aim of our disciplinary rules and procedures is to encourage improvement in individual conduct or performance. We reserve the right to amend these rules and procedures where appropriate.

2) The procedure is designed to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind.

3) Employees will be informed in writing of what is alleged and will be given the opportunity to state their case at a disciplinary hearing. Other than for an "off the record" informal reprimand, employees have the statutory right to be accompanied at all stages of the formal disciplinary process by a fellow employee, including appeals.

B) DISCIPLINARY RULES

In addition to the specific examples of rules shown below, a breach of other specific conditions, procedures etc. that are contained within this statement or that have otherwise been made known to you, will also result in this disciplinary procedure being used.

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

a) failure to abide by our general health and safety rules and procedures;

b) smoking in designated non smoking areas;

c) consumption of alcohol on the premises;

d) persistent absenteeism and/or lateness;

e) unsatisfactory standards or output of work;

f) rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;

g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;

h) failure to carry out all reasonable instructions or follow our rules and procedures;

i) unauthorised use or negligent damage or loss of our property;

j) failure to report immediately any damage to property or premises caused by you;

k) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction; and

l) unauthorised use of e-mail and internet.

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D) SERIOUS MISCONDUCT

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

a) theft or fraud;

b) physical violence or bullying;

c) deliberate damage to property;

d) deliberate acts of unlawful discrimination or harassment;

e) possession, or being under the influence, of drugs* at work; and

*For this purpose, the term 'drugs' is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

F) DISCIPLINARY ACTION

1) Disciplinary action taken against you will be based on the following:

	1st OCCASION	2nd OCCASION	3rd OCCASION	4th OCCASION
UNSATISFACTORY CONDUCT	Formal verbal warning	Written warning	Final written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal	
SERIOUS MISCONDUCT	Final written warning	Dismissal		
GROSS MISCONDUCT	Dismissal			

2) We reserve the right to take account of your length of service and to vary our procedures and disciplinary action accordingly. If you have a short amount of service you may not receive any warnings before dismissal.

3) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the

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warnings are not heeded.

4) Period of Warnings

a) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

b) Written warning

A written warning will normally be disregarded for disciplinary purposes after a six month period.

c) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

5) Demotion to a lower status at the appropriate lower rate or suspension from work without pay for up to five days may be considered as an alternative to dismissal in appropriate cases.

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Capability/Disciplinary Appeal Procedure

1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.

2) If you wish to exercise this right you should apply either verbally or in writing normally within five working days to the Director.

3) It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.

4) If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.

5) You may be accompanied at the appeal hearing by a fellow employee of your choice and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.

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Grievance Procedure

1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.

2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. If you feel aggrieved at any matter relating to your work you should first raise the matter with the Director either verbally or in writing, explaining fully the nature and extent of your grievance.

3) However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

Written formal grievances should ideally use the form / format found in Appendix 3 of the School's Complaints Policy and include details which might assist the investigation, such as the nature of the grievance, details of how the matter has been dealt with so far, the names of potential witnesses, dates and times of events and copies of all relevant documents. However, it is not compulsory to use the form in Appendix 3 to submit your grievance if you do not wish to.

Making your grievance accessible if you choose not to use the from in Appendix 3 (Complaints Policy)
We want to ensure we can respond to grievances effectively and efficiently. To help us do this, we ask that you:

- Focus on the ***key issues*** you would like us to address
- Clearly state what outcome or resolution you are seeking
- Submit your complaint in a format (and length) we can reasonably process

If you need support structuring your grievance, we are happy to help. You could either contact a confidential helper (someone within the staff team to confidentially support you) or contact the school office, who can allocate the best person to:

- Hear your concern confidentially, with the aim of recording it effectively and efficiently for you
- Help you identify the main points, impartially
- Assist you in completing our complaints form

Managing lengthy submissions
If we receive a complaint that is very lengthy or complex (for example, with multiple points or over 2-3 pages in length), we may need to contact you to:

- Clarify the key issues you want us to investigate
- Agree which points should be prioritised
- Work with you to create a summary document

This helps us ensure the grievance receives proper attention without impacting our ability to keep the school running smoothly for all children and families. We will always work with aggrieved staff members to find a way forward that addresses their concerns fairly.

It is very important that complainants also include a clear statement of the actions that they would like the school to take, to resolve their concern.

4) You will then be invited to a meeting at which your grievance will be investigated fully. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.

5) If you wish to appeal you must inform the Director in writing, within five working days. You will then be invited to a further meeting.

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6) Following the appeal meeting you will be informed of the final decision, which will be confirmed in writing.

Equality, Inclusion and Diversity – Please see Equality Policy

A) STATEMENT OF POLICY

1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

2) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.

3) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

4) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

5) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

6) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

7) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

1) The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

3) Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.

4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

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6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

8) Short listing and interviewing will be carried out by more than one person where possible.

9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

11) Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

2) All promotion will be in line with this policy.

D) MONITORING

1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

2) Monitoring may involve:-

   a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;

   b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and

   c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

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Whistle-Blowers Please see Whistleblowing policy

A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

B) QUALIFYING DISCLOSURES

1) Certain disclosures are prescribed by law as "qualifying disclosures". A "qualifying disclosure" means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Company has committed a "relevant failure" by:

   a) committing a criminal offence;

   b) failing to comply with a legal obligation;

   c) a miscarriage of justice;

   d) endangering the health and safety of an individual;

   e) sexual harassment (unwanted conduct of a sexual nature, as defined in the Equality Act 2010) (as long as the worker has a reasonable belief that the disclosure is in the **public interest**);

   f) environmental damage; or

   g) concealing any information relating to the above.

2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Company will take any concerns that you may raise relating to the above matters very seriously.

3) The Employment Rights Act 1996 (as amended by the Employment Rights Act 2025) provides protection for workers who 'blow the whistle' where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be "in the public interest". We encourage you to use the procedure to raise any such concerns.

C) THE PROCEDURE

1) In the first instance you should report any concerns you may have to the Director who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.

2) If you do not report your concerns to the Director you should take them direct to the appropriate organisation or body.

D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

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Personal Harassment Policy and Procedure

A) INTRODUCTION

1) Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

2) Personal harassment takes many forms but whatever form it takes, personal harassment is always serious and is totally unacceptable.

   *in the case of sexual harassment, which under the Equality Act 2010 update, the employer has a legal duty to prevent, incidents will be dealt with under staff conduct procedures. Staff are encouraged to follow grievance procedures to report harassment; those responsible will be challenged under the company's low-level safeguarding concern procedures.

B) SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

C) DEFINITIONS

Harassment
This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

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

Sexual harassment
This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

a) sexual comments or jokes
b) displaying sexually graphic pictures, posters or photos
c) suggestive looks, staring or leering
d) propositions and sexual advances

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e) making promises in return for sexual favours
f) sexual gestures
g) intrusive questions about a person's private or sex life or a person discussing their own sex life
h) sexual posts or contact on social media
i) spreading sexual rumours about a person
j) sending sexually explicit emails or text messages, and
k) unwelcome touching, hugging, massaging or kissing.

Less favourable treatment for rejecting or submitting to unwanted conduct
This occurs when:

a) someone is subjected to unwanted conduct:

   i) of a sexual nature
   ii) related to sex, or
   iii) related to gender reassignment

b) the unwanted conduct has the purpose or effect of:

   i) violating their dignity, or
   ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and

c) they are treated less favourably because they submitted to, or rejected the unwanted conduct.

D) CIRCUMSTANCES WHICH ARE COVERED

1) This policy covers behaviour which occurs in the following situations:

   a) a work situation

   b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;

   c) outside of a work situation but against a colleague or other person connected to the Company, including on social media;

   d) against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

E) COMPLAINING ABOUT PERSONAL HARASSMENT

1) Informal complaint

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser.

2) Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Director as a formal written complaint, following the company's grievance procedures.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to

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discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, the decision of the investigator detailing the findings will be sent, in writing, to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

F) GENERAL NOTES

1) If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.

2) If you bring a complaint of harassment you will not be victimised for having brought the complaint. However, if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

G) THIRD PARTY HARASSMENT

Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to the Director.

Should a client or customer harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

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Clarity Independent School

Sexual Harassment Policy

A) INTRODUCTION

1) All members of staff are entitled to be treated with dignity and respect in our place of work. This means freedom from sexual harassment, feeling safe and supported, and having access to redress if such behaviour does arise.

2) Sexual harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 (as amended). We will not tolerate it.

3) The law requires employers to take reasonable steps to prevent sexual harassment of their workers. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our staff to make a complaint about sexual harassment. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell us so that we can deal with the matter swiftly.

4) The Director has overall responsibility for the operation of this policy but may delegate elements of implementation or decision making to a Senior Manager. Our managers will maintain 24-hour response commitment to employee requests to meet. All of our staff have a responsibility to behave in line with the requirements of this policy.

5) Instances of sexual harassment or victimisation may lead to disciplinary action including termination of employment.

6) This policy is reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness. Any changes required will be implemented and communicated to our workforce.

B) SCOPE

We deplore all forms of sexual harassment and seek to ensure that the working environment is safe and supportive to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

C) DEFINITIONS

1) Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person. It also covers treating someone less favourably because they have submitted to or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex.

2) Sexual harassment may be committed by a fellow worker, an agent of an organisation, or a third party. It does not need to occur in person. It can occur via digital means including social media sites or channels e.g. Whatsapp. Someone may be sexually harassed even if they were not the target of the behaviour. Examples of sexual harassment include, but are not limited to:

   a) sexual comments or jokes, which may be referred to as ‘banter’
   b) displaying sexually graphic pictures, posters or photos
   c) suggestive looks, staring or leering
   d) propositions (suggestions / offers / requests of a sexual nature) and sexual advances
   e) making promises in return for sexual favours
   f) sexual gestures
   g) intrusive questions about a person’s private or sex life or a person discussing their own sex life

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h) sexual posts or contact in online communications including on social media
i) spreading sexual rumours about a person
j) sending sexually explicit emails, text messages or messages via other social media
k) unwelcome touching, hugging, massaging or kissing

3) Victimisation is subjecting someone to detriment because they have done, are suspected of doing, or intend to do an act which is protected under discrimination and harassment laws. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimisation.

4) The protected acts are:

a) making a claim or complaint under the Equality Act 2010 (for example, for discrimination or harassment)
b) helping someone else to make a claim by giving evidence or information in connection with proceedings under the Equality Act 2010
c) making an allegation that someone has breached the Equality Act 2010, or
d) doing anything else in connection with the Equality Act 2010

5) Examples of victimisation may include:

a) Failing to consider someone for promotion because they have previously made a sexual harassment complaint
b) Dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
c) Excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

D) CIRCUMSTANCES WHICH ARE COVERED

This policy covers behaviour which occurs in the following situations:

a) a work situation
b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch, a business trip or social functions
c) outside of a work situation but involving a colleague or other person connected to the Company, including on social media
d) against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.

E) WHAT TO DO IF YOU ARE SUBJECT TO SEXUAL HARASSMENT OR VICTIMISATION

1) We are committed to ensuring that there is no sexual harassment or victimisation in our workplace. Allegations of sexual harassment and victimisation will be treated as a disciplinary matter, although every situation will be considered on an individual basis and in accordance with the principles of our disciplinary procedures, a copy of which is available from the Director.

2) **Informal complaint**

We recognise that complaints of sexual harassment or victimisation can be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the same person who will be responsible for investigating the matter if it becomes a formal complaint.

3) If you experience sexual harassment and you feel comfortable to do so, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this

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verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

4) In addition, you may also choose to raise concerns during your regular communication with your manager, for example, in a 1-2-1 meeting. Your manager will listen to you and take your concerns seriously if you do this, but may encourage you to follow the reporting procedures set out below.

5) **Formal complaint**
Where the informal approach fails or you do not wish to use the informal procedure, you should bring the matter to the attention of the Director as a formal written complaint and again your confidential helper can assist you in this.

If possible, you should keep notes of what happened so that the written complaint can include:

a) the name of the alleged harasser;

b) the nature of the alleged harassment;

c) the dates and times when the alleged harassment occurred;

d) the names of any witnesses; and

e) any action already taken by you to stop the alleged harassment.

6) On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

7) The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. The meeting will normally be held within five working days of receipt of your complaint. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence may be dealt with under the disciplinary procedure.

8) On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

9) You have the right to appeal against the findings of the investigator. If you wish to appeal you must inform the Director within five working days. You will then be invited to a further meeting. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).

10) Following the appeal meeting, you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

11) Regardless of the outcome of the procedure, we are committed to providing the support you may need. This may involve mediation between you and the other party or some other measure to manage the ongoing working relationship.

12) You will not be victimised for having brought a complaint.

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F) WHAT TO DO IF YOU WITNESS SEXUAL HARASSMENT OR VICTIMISATION

1) If you witness sexual harassment or victimisation, you are encouraged to take action appropriate action to address it. You should not take any action that may put you at risk of sexual harassment or other harm. If you feel able, you should intervene to prevent the matter continuing. If you are not able to do this, your action may include offering support to the person who has been sexually harassed and encouraging them to report the incident or reporting the incident yourself.

2) If reporting the incident, you should bring the matter to the attention of the Director in writing.

3) Your concerns will be handled by the Director who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

G) THIRD-PARTY SEXUAL HARASSMENT

1) Third-party sexual harassment occurs when one of our workforce is subjected to sexual harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public.

2) Third-party sexual harassment of our workforce is unlawful and will not be tolerated. The law requires employers to take steps to prevent sexual harassment by third parties.

3) The law does not provide a mechanism for individuals to bring a claim of third-party harassment alone. However, failure for an employer to take reasonable steps to prevent third-party sexual harassment may result in legal liability in other types of claim.

4) If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to the Director.

5) Should a customer sexually harass a member of our workforce, we will warn the individual about their behaviour. Any criminal acts will be reported to the police.

6) We will not tolerate sexual harassment by any member of our workforce against a third party. Instances of sexual harassment of this kind may lead to disciplinary action including termination of employment

H) DISCIPLINARY ACTION

1) If the decision is that the allegation of sexual harassment or victimisation is well founded, the harasser/victimiser will be liable to disciplinary action in accordance with our disciplinary procedure up to and including summary dismissal. An employee who receives a formal warning or who is dismissed for sexual harassment/victimisation may appeal by using our disciplinary appeal procedure.

2) When deciding on the level of disciplinary sanction to be applied, we will take into consideration any aggravating factors affecting the case. One example of aggravating factors is an abuse of power over a more junior colleague.

3) If, due to the investigation, it is concluded that your complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

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I) TRAINING

1) We provide training to all our staff on sexual harassment to ensure there is a clear understanding of, amongst other things, what sexual harassment is and how it may occur, that it will not be tolerated, expected levels of behaviour, how they can report any incidents of having been sexually harassed or having witnessed it and that acts of harassment will be dealt with under the disciplinary procedure potentially resulting in dismissal.

2) We ensure that all levels of management are trained on implementing this policy including preventing and managing sexual harassment in the workplace, and the procedure to follow if an allegation is reported.

3) We will regularly review the effectiveness of our training.

4) We provide refresher training as appropriate.

J) EMPLOYEE ASSISTANCE PROGRAMME

1) We would like to remind you that further support is available by contacting our Employee Assistance Programme, a confidential 24-hour telephone counselling service.

2) As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from the Director.

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Termination of Employment

A) RESIGNATIONS

All resignations must be supplied in writing to the Director, stating the reason for resigning your post.

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice, and are at risk of being recorded as 'leaving in breach of contract' on your employment reference for future employers.

C) RETURN OF OUR PROPERTY

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

D) GARDEN LEAVE

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take "garden leave" for all or part of the remaining period of your employment.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

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