



# Blanchelande College

## STAFF RECRUITMENT POLICY & PROCEDURES

Safe recruitment of staff is a vital part of creating and ensuring the safety of children at the School. The School's procedures have regard to Part 3 ('Safer recruitment') of *Keeping Children Safe in Education* (September 2022), Part 4 ('Suitability of staff, supply staff, and proprietors') of the ISI regulatory handbook (September 2021) which implements the *Education (Independent Schools Standards) Regulations (England)* (December 2014) and and, for Nursery, the *Early Years Quality Standards Framework (EYQSF)*.

The aims of the School's safer recruitment procedures are as follows:

- that staff are appointed on the basis of merit, ability and suitability for the role advertised;
- that all applicants are considered equally and consistently;
- that applicants face no unjust or illegal discrimination;
- that the School's recruitment process complies with government legislation and guidance, in particular the current version of KCSIE, and guidance issued by the DBS;
- that the School meets safeguarding requirements, in particular by carrying out the required pre-employment checks.

### Retention of records

The School will make copies of all relevant documentation submitted in the application and recruitment process. The School adheres to the Data Protection (Bailiwick of Guernsey) Law 2017 and General Data Protection Regulation. Documents of successful candidates will be kept for the duration of their employment and for six months thereafter; unsuccessful candidates' documentation will be securely destroyed in accordance with the archiving policy

### Recruitment and selection procedure

Part 4 of the *Education (Independent School Standards) Regulations (2014)* establishes the checks that the School must make before employment may commence. Safer recruitment consists of 'including criminal record checks (Disclosure and Barring Service (DBS) checks), barred list checks and prohibition checks, together with references and interview information.'<sup>23</sup>

#### 5.1 Permanent staff

##### Application process

- Via [www.tes.co.uk](http://www.tes.co.uk), CASO or upon request from the School, or via the school's website, candidates receive an application pack comprising of a job description, person specification and application form.



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- The application form (see Appendix 1) requires the following information: personal details, education and employment history, disability or special provision required, referees and a criminal conviction declaration.
- The application form also explains the safeguarding checks that the School will undertake on any successful applicants and directs candidates to the School's safeguarding and child protection policy on the School website, and that successful applicants will be required to demonstrate their residency permit in Guernsey.
- A CV is not requested and may not be submitted in place of a completed application form, though candidates may submit a CV in addition to their application form, should they so wish.
- Candidates are then shortlisted by the Principal, in consultation with SLT (and, for Nursery, the Nursery Manager), and invited to interview.

## Referees

The School requires two references, of which one must be the current/most recent employer (i.e. school if the applicant is a teacher). Shortlisted candidates who agree to come to interview will have references gathered prior to interview where possible by the Bursary department. Reference request forms include the following question: *Are there any reasons why the candidate should not have access to children? Please include any allegations or concerns that have been raised about the applicant that relate to the safety and welfare of children, and the outcome of these concerns. Please include all disciplinary offences related to children, even if 'time expired'.*

The two references must be submitted to the School in writing. Notes from any further details provided over the telephone will be recorded on the applicant's file.

## Interview

At interview, the panel will ask the candidate some questions about safeguarding children, as well as other questions on the suitability of the candidate for the post defined in the job description and person specification.

For Nursery, candidates will spend around thirty minutes to enable observation of the candidate interacting with the children.

## Checks on identity, qualifications and residency permit

While at the School for interview, candidates will be required to verify their identity. The identity check will be made against an official document that includes photographic identity (i.e. a passport or driving licence). A second form of identity should confirm the address of the applicant (e.g. a utility bill, bank statement or similar). Candidates should also bring



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original certificates of any educational and professional qualifications cited in their application or requested by the School.

Finally, the School follows the States of Guernsey and Home Office guidance on checking a job applicant's right-to-work documents. Any UK citizen has the right to work in the UK. Non-UK citizens must show genuine, original and unchanged documents belonging to them. These may be a passport, work visa or Certificate of Entitlement to the right of abode in the UK. Copies will be kept by the School according to its policy on retention of records.

## **Letters of appointment, acceptance and contract**

The successful candidate(s) will receive a letter of appointment which stipulates the particulars of the job offer, a contract incorporating the School's standard terms, and conditions of employment and the expected starting date subject to the submission of a medical questionnaire and further satisfactory completion of safeguarding checks by outside agencies.

## **Nursery appointments**

In addition to the standard recruitment checks carried out by the College, for Nursery roles the following will be carried out:

- Personal Declaration Form
- A Nationally recognised Enhanced Level DBS Check for Child Workforce (criminal record check via a Disclosure and Barring Service). If on the Update Service the original certificate must also be seen.
- Health Declaration signed by GP (not for volunteers)
- Children and Family Community Services Check (to be sent/emailed to SEYT for processing)

## **DBS checks and barred list information**

All successful candidates must receive clearance at the enhanced level including barred list clearance from the DBS before commencing employment at the School.

The candidate receives from the DBS their certificate which must be presented to the School as soon as possible after receipt and prior to taking up the post.

Any Supply Teachers, Volunteers and Invigilators are required to sign up to the DBS Online Update Service.

Where a candidate is signed up to the DBS online update service, checks should be made. If the update service indicates a change in status since the last full enhanced check, a new full check must be made.



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## **Commencement of employment pending a DBS disclosure**

If there is a delay in receiving a DBS disclosure, the Principal may, under strict controls, allow the person to begin work pending its receipt. In such a case, the School will check any other available information, such as identity and references, and establish appropriate supervision and a risk assessment (see Appendix 3).

## **Recruitment of ex-offenders**

All positions within the School are exempt from the provisions of the Rehabilitation of Offenders Act 1974. All previous convictions (including those considered 'spent') must be disclosed to the School. Failure to do so may result in summary dismissal on the grounds of gross misconduct and may also constitute a criminal offence.

If a DBS check identifies a criminal record, the Principal will make a judgement about the candidate's suitability, taking into account only those offences which may be relevant to the particular job or situation in question, the nature of the appointment, the age of the offence and its frequency. The Principal will confirm in writing whether the person can be employed and, if so, any mitigating actions and controls to be put in place.

It is unlawful for the School to employ anyone who is barred from working with children. As it is similarly unlawful for such a person to apply for a position within a School, the School will make a report to the police if:

- it receives an application from a barred person;
- it is provided with false information in, or in support of an applicant's application;
- it has serious concerns about an applicant's suitability to work with children.

If an applicant wishes to dispute any information contained in a disclosure, the applicant can do so by contacting the DBS direct.

## **Prohibition from teaching**

Anyone who is appointed to carry out teaching work will require an additional check to ensure they are not prohibited from teaching. Prohibition checks are made through the Teacher Regulation Agency, a database of teachers with QTS that shows any restrictions, prohibition orders, or failure to complete induction or probation year. This is done by entering a name or teacher reference number into the database to ascertain whether any prohibition orders are registered against the individual concerned. This service covers prohibitions across the European Economic Area.

## **Prohibition from management ('section 128 directions')**



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Staff appointed to management positions (as defined in the ISI regulatory handbook) must not be prohibited from holding a managerial position in an independent school (i.e. subject to a section 128 direction). The School will check via the [Teacher Regulation Agency](#) that no such directive is in place before confirming the appointment. This applies to appointments from August 2015 and includes internal promotions.

## **Overseas checks, if appropriate**

If the applicant has spent a significant time abroad – ISI recommends more than three months, though there is no prescribed time – the DBS may be insufficient. Unless this time relates to a period of time under the age of sixteen, the School will, in such cases, ‘obtain whatever evidence of checking is available from the person’s country of origin (or any other countries in which he or she has lived) and do this before the appointment is made.’ This is done using the [Criminal records checks for overseas applicants - GOV.UK](#)

Where the NCTL Teacher Services’ system brings to light a teacher sanction imposed by an EEA (European Economic Area) professional regulating authority, the School ‘should consider the circumstances that led to the restriction or sanction being imposed when considering a candidate’s suitability for employment’.<sup>25</sup> The EEA sanction is not, however, legally binding in Guernsey.

It is important that, even if a candidate has spent little or no time in the UK or Guernsey before, they still receive the DBS vetting.

## **Declaration of mental and physical fitness**

Upon receiving an offer of employment, prospective employees must complete a medical declaration form.’ The School may only ask questions that are related to an intrinsic function of the work. The School is bound to make reasonable adjustments for disabled people to be able to undertake employment.

## **Single Central Register of appointments**

The Bursar will ensure that the correct information is stored on the Single Central Register of appointments (hereafter SCR). The SCR records the following checks for all members of staff at the School:

- identity;
- enhanced DBS check including barred list clearance;
- professional qualifications;
- references
- overseas checks, where applicable;
- residency permit
- prohibition from teaching check;
- prohibition from management check;



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- medical fitness declaration;

In the case of older appointments, some evidence may not be available to support the production of a fully complete SCR. Where this is the case, the School will take steps to fill in as many gaps as possible.

The following table illustrates whether an individual requires inclusion in the SCR:

|   | Part 4 applies?   | Requirement to include on the SCR?   |
|---|---|--|
| Staff, whether or not in regulated activity   | Yes paragraph 18  | Yes  |
| Volunteer   | No*   | No – KCSIE no longer directs that checked volunteers should be recorded on the SCR.  |
| Supply Staff  | Yes paragraph 19  | Yes  |
| Employees of contractors and other third parties (eg visiting professionals)  | No*   | No   |
| Self-employed contractors arranged by the school (whether or not charged direct to parents)   | Yes if effectively 'staff', otherwise, no. (See note 354 later) | Yes if effectively 'staff', but otherwise, no. (See note 354 later)  |
| Chair of proprietors/governors  | Yes paragraph 20  | No (see note 426 later)  |
| Other proprietor/governor (members of a body)   | Yes paragraph 20  | Yes  |
| Non-proprietor governor   | No*   | No   |
| Adults who supervise children on work experience  | No*   | No   |
| Host families   | No*   | Not required on SCR if a 'private arrangement' between families. Otherwise, if the school is the regulated activity provider, they should be included. |
| * Those categories marked 'No' may still need vetting checks – as part of the school having regard to DfE safeguarding guidance, and schools may continue to include them on the SCR if they wish. The section from note 445 onwards at the end of this Part gives further details. |   |  |

## 5.2 Supply staff

Recruitment checks for any Supply Staff are carried out in line with permanent staff practice.

## 5.3 Employees of 3<sup>rd</sup> Party Organisations (eg peripatetic teachers)

The School may occasionally utilise services from 3<sup>rd</sup> party organisations.



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The School must receive written notification (notification only, not copies of documentation) from the organisation that it has made checks of the following:

- identity;
- enhanced DBS check including barred list clearance;
- qualifications;
- overseas checks, where applicable;
- residency permit to work in Guernsey;
- prohibition from teaching;
- date of written notification that it or another agency has received an enhanced disclosure, and the date of the disclosure;

## **Identity and DBS check by School**

In addition to ascertaining that the organisation has checked the identity of the person (see list above), the School makes its own check upon arrival.

### **5.4 Contractors**

The checks required for contractors depend on whether they are occasional/temporary or long-term/permanent, and again whether the person is in regulated or non-regulated activity.

It should be noted that those on the school site when pupils are not present for example during School holidays, do not require vetting checks.

#### *Occasional/ temporary contractors*

Where checks are not carried out on occasional/temporary contractors, the School adheres to the following procedure guidance from KCSIE: 'Under no circumstances should a contractor in respect of whom no checks have been obtained be allowed to work unsupervised, or engage in regulated activity. Schools and colleges are responsible for determining the appropriate level of supervision depending on the circumstances.'<sup>26</sup>

#### *Regular/long-term contractors who are self-employed*

As self-employed contractors cannot vet themselves, the School requires them to be checked by their professional associations. If this is for some reason not feasible, the School will run checks for them (as outlined for School staff above, under the heading 'Single Central Register of appointments').

### **5.4 Volunteers**





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Under no circumstances will a volunteer, in respect of whom no safeguarding checks have been undertaken, be left unsupervised with children or allowed to engage in regulated activity.

Prior to engaging a volunteer, the DSL will consider the proposed activities and what, if any, vetting checks are required, in line with the School's policy and statutory law.

## 5.5 Guest speakers

The School is conscious that the School's safeguarding duty extends to the selection of guest speakers. Guest speakers should not be known to hold extremist views and should be supervised at all times while visiting the School. The Principal must approve all invitations for guest speakers.

## 5.6 Governors and Trustees

Guidance on the recruitment and vetting of Governors is provided in the ISI Commentary on the BSO Standards. All Governors and Trustees undergo enhanced DBS checks (with barred list checks). Governors and Trustees are never in regulated activity with pupils.

## APPENDIX 1

### BLANCHELANDE COLLEGE APPLICATION FOR A TEACHING APPOINTMENT

#### POST

It is our preference for you to type your details into this form. If you are completing by hand, please use black ink, ballpoint/fountain pen as it will be necessary to photocopy your form.

*A curriculum vitae may be submitted, but you must still complete all sections of this form.*

**Return this form with a detailed letter of application, giving your reasons for applying and demonstrating how you meet the key criteria for the post, to: Mrs Alexa Yeoman, Principal, Blanchelande College.**





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## 1. PERSONAL DETAILS

|  |   |
|--|---|
| Surname (block capitals)   | Forenames   |
| Title (Mr/Mrs/Miss/Ms/Other)   | Any Previous Surnames (Maiden etc)  |
| Home Address (block capitals)  | Telephone:<br><br>Email:  |
| Do you have a valid Guernsey residency permit?<br><br>YES/NO (delete as appropriate) | Type:<br><br>Expiry Date:   |
| DES/DFE/DFES number  | What subjects and ages are you qualified to teach?  |
| Do you have QTS status? YES/NO (delete as appropriate)                               | Have you successfully completed a period of probation/induction? YES/NO (delete as appropriate)<br><br>Date of completion     /     / |

## 2. PRESENT/PREVIOUS POST

|  |   |
|--|---|
| Present post                           | Are you: full time/part time (delete as appropriate)          |
| Subjects taught                        | Age range taught  |
| Name and address of school/institution | Name and address of employing authority or LEA (if different) |



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|   |   |
|---|---|
| Type of school (e.g. secondary/primary/infant/junior/grammar/comprehensive/grant-maintained/special/college of further education) |   |
| Number of pupils  | Co-ed/boys/girls <i>(delete as appropriate)</i> |
| Current annual salary      £  | Date appointed to present post    /    /        |
| Period of notice  | Reason for seeking new employment               |
| MPS point / UPS point / Leadership point (as applicable)  | Additional Allowances                           |

### 3. EMPLOYMENT HISTORY

Previous service, including temporary appointments, starting with the most recent. Please give full details as this section is used for salary assessment.

| Name and type of school/institution | Age range | Post held and grade if applicable, if part-time, what percentage? | Subjects taught | Date of service |          | Reason for leaving |
|-------------------------------------|-----------|---|-----------------|-----------------|----------|--------------------|
|                                     |           |   |                 | From MM/YY      | To MM/YY |                    |
|                                     |           |   |                 |                 |          |                    |
|                                     |           |   |                 |                 |          |                    |
|                                     |           |   |                 |                 |          |                    |
|                                     |           |   |                 |                 |          |                    |
|                                     |           |   |                 |                 |          |                    |
|                                     |           |   |                 |                 |          |                    |

### 4. OTHER EMPLOYMENT

| Employer's name and address | Post held<br>(state if part-time or full-time) | Duties involved | Employment |    |
|-----------------------------|--|-----------------|------------|----|
|                             |  |                 | From       | To |
|                             |  |                 |            |    |



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## 5. EDUCATION

|   |                |    |   |   |      |
|---|----------------|----|---|---|------|
| Secondary schools<br>(Secondary phase<br>establishments only) | Dates attended |    | Qualifications gained (GCSE, GNVQ, 'O' Level,<br>'A' Level) |   |      |
|   | From           | To | Subjects  | Grade   | Date |
|   |                |    |   |   |      |
| Colleges/Universities<br>attended                             | Dates attended |    | Part-time<br>/<br>full-time                                 | Qualifications gained (Subject, class,<br>division) |      |
|   | From           | To |   |   | Date |
|   |                |    |   |   |      |

| 6. OTHER QUALIFICATIONS OR TRAINING RELATED TO CURRENT OR PREVIOUS EMPLOYMENT |                           |  |      |
|---|---------------------------|--|------|
| Name of professional body/<br>provider  | Qualification<br>acquired | Was membership gained<br>by examination? | Date |
|   |                           |  |      |



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## 7. CONTINUING PROFESSIONAL DEVELOPMENT

Please include any relevant courses, seminars or webinars you have attended in the last three years.

| Course | Certification acquired (if applicable) | Dates |
|--------|--|-------|
|        |  |       |

## 8. REFERENCES

Note: relatives may not be given as referees.

References will only be obtained once you have confirmed attendance at interview.

|   |  |
|---|--|
| 1) This should be your current/ most recent employer. | 2) Your second reference <u>should not</u> be from the same organisation as your current employer. |
| Name  | Name   |
| Position  | Position   |
| Address   | Address  |
| Telephone   | Telephone  |
| Email   | Email  |

## 9. GAPS IN EMPLOYMENT

As part of our Safer Recruitment Procedures, please list any gaps of more than three months in your education or employment history by providing dates and reasons for how the time was spent.

|  |
|--|
|  |
|--|

## 10. THE WELFARE, PROTECTION AND SAFETY OF STUDENTS

Blanchelande College is committed to safeguarding and promoting the welfare of children and young people and expects all colleagues to share this commitment. The successful candidate will be required to undergo child protection screening, including an Enhanced DBS check. As part of our selection process candidates should expect us to seek to clarify any anomalies or discrepancies in the information provided by them or arising from their references. The interview process will explore candidate's suitability for working with children and their previous experience in such roles.

### CHILD PROTECTION



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|   |          |
|---|----------|
| Are you subject to any sanctions such as prohibition from teaching or management of a school or have you been, at any time barred from working with children or young people or been placed on the Barred List, which names those who may not be employed in schools? | YES / NO |
|---|----------|

## REHABILITATION OF OFFENDERS

|   |          |
|---|----------|
| The post for which you are applying is exempt from Rehabilitation of Offenders Legislation. We require you to declare any convictions (spent or unspent), cautions or bind-overs you may have had, regardless of how long ago, as well as any outstanding cases against you, in any country in line with the law as applicable in England and Wales. Please indicate if you have anything to declare, including any overseas information. | YES / NO |
| <b>If you have answered YES to any of the above questions, please provide details in a separate statement submitted in an enveloped marked – CONFIDENTIAL SELF-DISCLOSURE. If submitting the form by email, details should be included in the covering email.</b>   |          |

## 11. DECLARATION

I DECLARE that the above answers are true and complete to the best of my knowledge and belief. I understand that an appointment is dependent on completion of the standard employment checks and receipt of satisfactory references. By signing this declaration, I am confirming that I am willing for such checks to be carried out, and that it is an offence to apply for this role if barred from engaging in regulated activity with children. I understand that if I provide any false or misleading information, or deliberately omit any relevant information, I could be summarily dismissed (if appointed).

Signature \_\_\_\_\_

Date \_\_\_\_\_

## 12. DATA PROTECTION STATEMENT

The data collected on this application form will be held in accordance with Data Protection (Bailiwick of Guernsey) Law, 2017 and will be used by Blanchelande College only for purposes of recruitment/selection and employee administration. It will not be disclosed to any third party unless required by statute or through obtaining your express consent.

## 13. EQUAL OPPORTUNITY

Blanchelande is committed to eliminating unfair discrimination and encouraging diversity amongst our workforce. The Principal and Governors are commitment to equality and fairness irrespective of sex, marital status, race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age. We oppose all forms of unlawful and unfair discrimination.



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**IF THERE IS ANY ADDITIONAL INFORMATION THAT YOU HAVE NOT BEEN ABLE TO  
FIT INTO THIS FORM,  
PLEASE ADD IT ON A SUBSEQUENT PAGE.**

## **APPENDIX 2: CONFIDENTIAL REFERENCE REQUEST**

**CANDIDATE:**

**POST APPLIED FOR:**

This reference request form is part of our safer recruitment procedure. Please complete this form in full; if there are any areas you are not able to comment on, please mark 'NA' (not applicable). If you wish to add a conventional narrative reference, please do.



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| BACKGROUND  |                  |
|---|------------------|
| How long have you known the candidate and in what capacity?   |                  |
| PERSONNEL MATTERS   |                  |
| Dates of the candidate's employment with you (month and year)   | From:<br><br>To: |
| Candidate's duties and responsibilities   |                  |
| Have there been any competence, capability or disciplinary issues or other concerns? Please include details of any sanctions that have expired.   |                  |
| Approximately how many days was the candidate absent from work during the last two years of employment with you?  |                  |
| Do you believe that the candidate is physically and mentally fit to work in a school environment? If not, please elaborate, incl any adjustments which have been made to enable the candidate to perform his or her duties. |                  |
| <b>For previous employers only:</b> Why did this candidate leave your employment?   |                  |
| <b>For the current employer only:</b> Current salary and details of post (please attach a job description, if available)  |                  |





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| SUITABILITY FOR POST   |                               |                   |            |        |             |
|--|-------------------------------|-------------------|------------|--------|-------------|
| Please indicate the candidate's strengths and areas needing development, particularly in the classroom, and in his/her contribution to the corporate life of the School. |                               |                   |            |        |             |
| Do you believe that the candidate is suitable for this position? Please comment on motivation as well as abilities.  |                               |                   |            |        |             |
| Would you re-employ the candidate? If not, please explain why.   |                               |                   |            |        |             |
| Please rate the candidate against the following criteria   | Needs substantial development | Needs development | Acceptable | Strong | Outstanding |
| Ability to keep to deadlines   |                               |                   |            |        |             |
| Assessment and marking   |                               |                   |            |        |             |
| Attendance   |                               |                   |            |        |             |
| Attitude to work   |                               |                   |            |        |             |
| Classroom management   |                               |                   |            |        |             |
| Commitment to school events  |                               |                   |            |        |             |
| Extra-curricular involvement   |                               |                   |            |        |             |
| Planning and preparation for lessons   |                               |                   |            |        |             |
| Reliability  |                               |                   |            |        |             |
| Professional relationships with pupils   |                               |                   |            |        |             |
| Professional relationships with colleagues   |                               |                   |            |        |             |
| Professional relationships with parents  |                               |                   |            |        |             |
| SUITABILITY TO WORK WITH CHILDREN AND DISCIPLINARY RECORD  |                               |                   |            |        |             |



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|  |          |
|--|----------|
| <b>Are there any reasons why the candidate should not have access to children?</b>   | YES / NO |
| Please include any allegations or concerns that have been raised about the applicant that relate to the safety and welfare of children, and the outcome of these concerns. Please include all disciplinary offences related to children, even if 'time expired'. |          |
|  |          |

## Referee's contact details

|                          |  |           |  |
|--------------------------|--|-----------|--|
| Name                     |  | Position  |  |
| Address                  |  |           |  |
| Daytime telephone number |  | Signature |  |
| Evening telephone number |  | Date      |  |

Please kindly sign and return this form, by post, to Mrs Alexa Yeoman, Principal, Blanchelande College, Les Vauxbelets, Guernsey GY6 8XY.

**Email** recruitment@blanchelande.sch.gg      **Tel** 01481 237200

## APPENDIX 3:

### RISK ASSESSMENT FOR EMPLOYMENT PENDING DBS DISCLOSURE

Assessment carried out by:.....(DSL)

Assessment date:.....

**NB: No person without the correct clearance will be allowed to engage in regulated activity at WCCS.**

|             |  |                  |  |
|-------------|--|------------------|--|
| <b>Name</b> |  | <b>Job title</b> |  |
|             |  |                  |  |



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|  |  |  |  |
|--|--|--|--|
| <b>Expected date of commencement:</b>    |  | <b>Details of any previous DBS checks:</b>                                     |  |
| <b>Date DBS check requested:</b>         |  | <b>Photographic ID / proof of address seen:</b>                                |  |
| <b>Two satisfactory references seen:</b> |  | <b>Application form received / gaps in work history fully explored:</b><br>N/A |  |
| <b>Barred list check carried out:</b>    |  | <b>Additional relevant information</b>   |  |

## Level of risk

The employee has not yet received his/ her DBS disclosure and therefore may be unsuitable to work with children. What level of risk does the School estimate the employee may pose?

| <b>Low</b> | <b>Medium</b> | <b>High</b> |
|------------|---------------|-------------|
|            |               |             |

## Management of risk

If the Principal judges that it is reasonable for the employee to begin work at the School, what measures will be taken to manage risk?

| <b>Measure</b>   | <b>Yes (if applicable)</b> |
|--|----------------------------|
| Supervision by a current and fully-checked member of staff |                            |
|  |                            |



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|  |  |
|--|--|
| The above-named will not be in regulated activity with children (i.e. unsupervised access)   |  |
| The above-named has read, understood and agreed to adhere to the School's Safeguarding and Child Protection Policy, including the Staff Behaviour Policy |  |
| The arrangements established by the School will be reviewed by the DSL on a fortnightly basis until the submission of a valid DBS certificate            |  |
| Any additional measures should be noted here:  |  |

Principal's signature.....

Date.....

## **BLANCHELANDE COLLEGE Contract of Employment**

AN AGREEMENT made this ..... day of ..... BETWEEN the Principal on behalf of Blanchelande College LBG (the Employer and hereinafter called "the School")

and

..... (the Employee and hereinafter called "the Teacher")

This Agreement confirms the terms and conditions of your employment from the Commencement Date and supersedes all previous arrangements whether oral or in writing between you and the School

WHEREBY IT IS AGREED as follows:

### **APPOINTMENT AND CONTINUITY OF EMPLOYMENT**

1. (a) The School appoints the Employee to the post of full-time/part-time Teacher at the School effective from the



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..... (“the Commencement Date”).

No previous employment counts as part of the teacher’s period of continuous employment.

- (b) The Teacher’s appointment will depend on him/her having a valid Residency Permit/Right to Work document, a valid and acceptable criminal record check and other documents requested in support of your application.
- (c) Confidentiality is of the utmost importance to the College, its reputation and its customers. The nature of our business means that you will have access to private information relating to the College as well as to our pupils, staff and parents. This information is strictly confidential and must not be disclosed or used by you for any reason other than normal business purposes during, before or after termination of your employment with us.

Any breach of this condition of your employment could amount to a disciplinary offence up to summary dismissal.

You undertake not to make any declarations, either inside or outside the confines of the College that may impair the image of the College, its staff, pupils, parents, Trustees or Governing body.

Documents or data containing confidential information must not be taken from the College premises unless in the normal course of business.

## **HOURS OF EMPLOYMENT AND DUTIES**

- 2. (a) During term time the Teacher shall work all School hours and at any other times (including during school holidays, at weekends and before and after the School’s normal starting and finishing times) as may be necessary in the reasonable opinion of the School for the proper performance of the Teacher’s duties or for the implementation of appropriate training. If the Teacher is part-time their working hours and duties will be specified in the letter of appointment. These other times will typically be the period of time immediately before the start of a term and/or after the end of term or during term time itself, averaging not more than three additional hours per week over the school year.
- (b) The Teacher agrees to undertake any duties that fall within his/her capabilities and that may reasonably be required by the School according to the normal practice in an Independent School. This includes attendance at Open Days, Speech Day, Prize Giving and other College occasions.
- (c) All teachers may be asked to teach other subjects depending upon timetable requests and specialism, by mutual agreement with the School.



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- (d) The Teacher is expected to be loyal to the aims and objectives of the School and may not engage in any outside activity which in the reasonable opinion of the Principal might interfere with the efficient discharge of the Teacher's duties or may be in conflict with the interests of the School, and may not, without the Principal's written consent, receive any special remuneration or reward for work with any pupil of the School at any time.
- (e) With respect to part-time staff, the exact number of lessons taught year on year will vary due to timetable and pupil requirements. The number of lessons for the following academic year will be agreed by mutual agreement, and confirmed in writing, with not less than half a term's notice.

## HOLIDAYS

- 3. Subject to clause 2(a) above the Teacher shall be entitled to the usual school holidays and public holidays as paid holiday. The school year will not exceed 180 teaching days and all teaching staff, including part-time, will also be required to attend INSET days.

## TERMINATION

- 4.(a) The Teacher's appointment shall terminate at the end of the academic year during which the Teacher attains statutory retirement age, unless it is extended by the parties on such terms and conditions and for such periods as may be agreed. The academic year shall be deemed to terminate on the 31<sup>st</sup> August in any one year.
- (b) Subject to clause 4(c) below the Teacher's appointment may be terminated by either party giving to the other not less than one full term's notice in writing. For the purpose of this clause the last day of each term within the academic year shall be deemed to fall on the following dates:
  - (i) Spring term 30<sup>th</sup> April
  - (ii) Summer term 31<sup>st</sup> August
  - (iii) Autumn term 31<sup>st</sup> December

and a full term's notice shall be deemed to have been given where notice expiring on the last day of any term is given before the first teaching day of that term.

- (c) The first three terms of the Teacher's employment will be a probationary period. During the probationary period the Teacher will not be subject to the School's disciplinary and competency procedures. At the end of the probationary period the Teacher's performance will be reviewed by the Principal and if found satisfactory the appointment will be confirmed. During or at the end of the probationary period, the Teacher's appointment may be



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terminated by either party giving to the other not less than two months notice in writing.

- (d) The Teacher's appointment shall be deemed to be terminated forthwith should he/she cease to hold a valid Residency Permit/Right to Work document, unless an agreement to the contrary has been reached with the School.

## **SALARY**

5. (a) The Teacher will receive a salary outlined in the Principal's letter, dated .....
- (b) In the event of the termination of the Teacher's employment in accordance with terms hereof, whether by resignation or otherwise, the Teacher will receive salary up to the end of the period of notice, if any given or received, provided that if the Teacher takes up employment with another education institution prior to the end of that period of notice then salary will be paid up to the day proceeding the day upon which such other employment is commenced.
- (c) Salary shall be payable by equal monthly installments by Auto Pay, paid on the 19<sup>th</sup> of each month, including July and August.

## **SICK PAY**

6. The Teacher's benefits during periods of authorised absence for sickness and injury are set out in Appendix 3. The procedures for notifying the School of sickness are also set out in Appendix 3.

## **MATERNITY AND PATERNITY LEAVE**

7. (a) All expectant mothers will be eligible to take maternity leave of up to 52 weeks, the start and finish of which should coincide with the start and finish of the school terms or half terms wherever possible. For eligibility for maternity pay during maternity leave, see clause 7 (b) and 7 (c) below. Staff should request maternity leave as soon as practicably possible, and at least 16 weeks before the expected week of confinement ("EWC"). The only exceptions to this are:
- If you are absent for a pregnancy-related reason at any time after the start of the 6<sup>th</sup> week before the commencement of the EWC and the reason for the absence is expected to continue until the birth of your child. In this case your maternity leave will start from the first day of your pregnancy related absence;
  - If your child is born before you intended to start your maternity leave. In this case your maternity leave starts on the day your child is born,
  - If you do decide to remain at work after the start of the 6<sup>th</sup> week before your child is due, in the interests of your own health and safety, you should obtain your doctor's confirmation of continuing fitness to work.





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- (b) Paid maternity leave is available for staff who have accrued three year's continuous service with the School. Paid maternity leave, for those entitled to it, will consist of one month on Full Pay and two months on Half Pay. Wherever possible maternity leave should start and end on Half Term or Full Term dates and be agreed as early as possible with the School.
- (c) Full maternity pay will be adjusted by the weekly States Maternity Benefit receivable by the Teacher. When the Teacher is in receipt of Half Pay for maternity purposes there will be no deduction to the Half Pay for the amount of States Maternity Benefit receivable. The rules relating to this scheme work in the in the same way as the sick pay scheme (as outlined in Appendix 3).
- (d) Paid paternity leave is available for male staff who have accrued three year's continuous service with the School. Five day's paid paternity leave, for those entitled to it, may be granted by the School to a male Teacher during, prior to, or after the confinement of his partner. Timings will need to be agreed with the School and is subject to suitable cover being able to be put in place.
- (e) A maximum of five days unpaid paternity leave may be available for a male Teacher who has worked less than three year's continuous service with the School. Again, this leave may be granted prior to, or after the confinement of his partner. Timings will need to be agreed with the School and is subject to suitable cover being able to be put in place.

## LEAVE OF ABSENCE

- 8. Leave of absence may be granted at the discretion of the Principal for any appropriate reason. Requests should be made in writing and giving maximum notice wherever possible. When granted, leave may be with or without salary, at the discretion of the School.

## PENSION

- 9. Full-time and part time staff are required to join the States of Guernsey pension scheme. Death in Service benefit is included for those staff who are a member of the pension scheme.

## DISCIPLINE

- 10. (a) The Disciplinary and Competence Procedures governing the Teacher's appointment are set out in Appendix 1. The School has the right to amend them from time to time as it thinks fit. In the event of any such amendment, the Teacher will be provided with a copy of the amended procedures, details of which may also be obtained on application to the School.



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- (b) If an allegation of gross misconduct has been made against the Teacher, the Principal may, in compliance with the disciplinary procedure, suspend the Teacher on full pay pending full investigation in compliance with the disciplinary procedure. If the allegation is substantiated the School may summarily dismiss the Teacher.

## GRIEVANCE

11. In the event that the Teacher has any grievance, the Teacher should refer to the grievance procedure set out in Appendix 2. If the problem is not resolved at the informal stage of that procedure or where the informal stage of the procedure is inappropriate, the Teacher may take the matter to the formal stage of the procedure.

## HEALTH AND SAFETY

12. Under the Health and Safety at Work (General) (Guernsey) Ordinance, 1987 and subsequent legislation, the School is obliged to provide the Teacher with a workplace and working conditions which so far as is reasonably practicable, are safe and without risk to health. The Teacher is required by Health and Safety legislation to take reasonable care for his/her own health and safety and the health and safety of others.

AS WITNESS the hands of the parties hereto the day and year first above written.

**SIGNED by the Principal** for and on behalf of the School:

..... Date .....

**SIGNED by the Teacher:**

..... Date .....



## APPENDIX 1

### DISCIPLINARY AND COMPETENCY PROCEDURES

#### 1. Misconduct

The following list of serious offences are examples of conduct regarded by the School as gross misconduct. Suspension or summary dismissal could follow any such offence. The list is not exhaustive:

- (a) Fighting, violent, dangerous or intimidatory behaviour;
- (b) Willful failure to carry out a reasonable direct instruction given by a manager or immediate superior;
- (c) Gross insubordination or use of excessive bad language on School premises;
- (d) Theft or dishonest conduct;
- (e) Admitting or being found guilty of a criminal offence relevant to your employment;
- (f) Prolonged or repeated unauthorised absence;
- (g) Falsification of accounts, expense claims or self certification forms;
- (h) Willful damage or gross negligence leading to a loss, damage or destruction either of the School's property or reputation;
- (i) Attending work under the influence of alcohol or non-medically prescribed drugs;
- (j) Conduct directly or indirectly related to drug abuse, abuse of children or conduct of a similar nature;
- (k) Inappropriate sexual conduct towards employees or pupils of the School;
- (l) Serious or repeated instances of sexual, racial, disability or otherwise unlawful discrimination or harassment;
- (m) Serious or repeated breaches of the School's policies and procedures;
- (n) Unauthorised disclosure of confidential information concerning the affairs of the School, its staff, parents or pupils.
- (o) Any conduct likely to bring the School into disrepute;
- (p) Failure to disclose correct information on your job application.



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Where the facts of the case warrant disciplinary action, the nature of the action will be determined by the severity of the offence, length of service, previous warnings and any other relevant factors, except in cases of gross misconduct, where summary dismissal will apply in the absence of mitigating factors. Before any disciplinary action takes place, there will be an investigation into the circumstances of the alleged offence. This investigation will be undertaken by the Principal.

Misconduct, which is not gross misconduct, may require a series of warnings, which should explain to the Teacher what is regarded as unacceptable, how he/she must improve and the likely consequences if he/she does not improve. Only in the case of gross misconduct shall the Teacher be dismissed for a first breach of discipline.

## 2. Disciplinary Procedures

The following disciplinary measures could follow a breach of the School's regulations or unsatisfactory conduct:

(a) Informal Warning

Issued by the Principal and recorded in writing to the Teacher. An Informal Warning will be given in the presence of a member of staff holding a post senior to that of the person being warned.

(b) Written Warning

Again, issued by the Principal if the same or similar offence is repeated.

(c) Final Written Warning

Issued by the Principal and advising the Teacher that further repetitions of the same or related offence will render the Teacher liable to dismissal.

(d) Dismissal

The Board of Governors, or representatives thereof, will preside over the dismissal hearing and dismissal may be with or without notice, depending on the severity of the offence.

At all stages of the disciplinary procedure, the Teacher will be given the right to reply to all and any allegations made against him/her before any decision or disciplinary action is taken and have the opportunity to be represented by a work colleague or union representative. The Teacher is entitled, in most circumstances, to not less than 48 hours notice in writing of any disciplinary meeting, together with written details of the complaint(s) that form the subject matter of such meeting.

## 3. Appeals

The Teacher has the right of appeal against any disciplinary decision. Appeals against any decision or disciplinary sanction lie to an Appeals Committee of three Trustees.



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If the subject of the Teacher's appeal is dismissal, the decision to dismiss will stand unless it is reversed on appeal, i.e. the Contract of Employment terminates on dismissal rather than following appeal.

Any appeal must be put in writing, stating the grounds for the appeal and the Notice of Appeal must be delivered to the Principal within 14 days of notification of the disciplinary decision. The Teacher will be given at least 14 days written notice of the appeal hearing.

The decision of the Appeals Committee is final. There is no further right of internal appeal.

## 4. Competency Procedures

Where there is not misconduct but unsatisfactory performance in the whole or part of this job, the initial approach, whether by the Principal or a senior member of staff will be informal, including counselling and constructive appraisal as appropriate, to help the Teacher respond positively. However, should the initial approach procedure produce insufficient improvement, the matter will be dealt with on a formal basis under these procedures:

- (a) A formal meeting will be convened by the Principal to which the Teacher and his/her Head of Department, where applicable, or Senior Teacher will be invited. The purpose of this meeting is to set targets, for review 12 weeks later, and to issue an Informal Warning, as under the Disciplinary Procedures.
- (b) A second formal meeting, as above, will be held to review the targets set earlier. If there have been satisfactorily met, the matter is closed.
- (c) If targets set above are not satisfactorily met, the Principal will immediately convene a formal meeting with the Teacher. If the Principal concludes that the targets set earlier have been met, the matter is closed. If not, a Written Warning will be issued and new targets set, for review six weeks later.
- (d) The Principal will convene the review meeting. If targets have been met, the matter is closed. If not, the Principal will issue a Final Written Warning for review six weeks later.
- (e) If at that stage the targets have not been met, the Teacher may be dismissed with notice. In the event that the incompetence is in performance of additional duties, e.g. Head of Key Stage etc, the Teacher will receive notice of removal of the responsibility allowance only.

At all stages of the competency procedure, the Teacher will be given the right to reply to all and any allegation made against him/her before any decision or disciplinary action is taken and have the opportunity to be represented by a friend or union representative.

The Teacher has the right of appeal at any stage in the competency procedure to a Committee of three Trustees.



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## **5. Suspension**

Suspension should not itself be seen as a disciplinary act. It is a neutral act and should not prejudice the outcome of any disciplinary investigation or proceedings. Suspension will normally follow an allegation of a criminal offence relevant to your employment. The Principal's power of suspension is set out in clause 10(b) of the Teacher's Contract of Employment.



## APPENDIX 2

### GRIEVANCE PROCEDURE

1. Where a Teacher has an employment related grievance whether relating to other members of the staff or otherwise he or she should first of all endeavour to resolve the matter informally by a direct approach to any member of staff involved or in discussion with the Principal, or another appropriate senior member of staff. Where a Teacher requests a personal interview with the Principal or other appropriate senior member of staff, it should be granted within five working days of the request being made.
2. Although not a compulsory step, the School encourages mediation whereby an individual, who is not involved in the issue and who is agreed by both parties, will act as the mediator. The mediator will meet with each party individually to ascertain their view of the situation, to ensure that the party is entering into the mediation voluntarily and that they are seeking a positive outcome. Following the individual meetings the mediator will arrange for a facilitated meeting where the parties can discuss how a resolution can be achieved. It is unusual for mediation to break down however if an agreement cannot be reached, then other more formal organisational procedures listed below may be utilised.
3. The Principal or another appropriate senior member of staff should seek to resolve the problem personally, or by mutual agreement, in consultation with other member(s) of the staff. The Principal may seek consultation with members of the Board of Governors.
4. Where the matter has not been resolved under any of the procedures referred to above, the Teacher concerned should submit a formal written notice of the grievance to the Principal and to the person concerned, if other than the Principal. The Principal should then forthwith make a formal written report to the Chairman of the Board of Governors. The Chairman of the Board of Governors will arrange for a formal hearing with a Governor and the Principal (or with another senior member of staff if the grievance is against the Principal) to take place within five working days.
5. A written response will be produced, within five working days of the hearing, to be sent to all parties and the Chairman of the Board of Governors. If the matter is still not resolved, the Teacher concerned should request a grievance appeal by writing to the Chairman of the Board of Governors within 14 working days of the written response.
6. This appeal will be heard by three different Governors who will seek to settle the problem. All relevant documents should be submitted to them and they should allow the parties concerned, if they so wish, to make their submissions, each of them being accompanied, if they so wish, by a friend, or a representative of their union or association. The meeting for this purpose should be arranged within ten working days.





## APPENDIX 3

### SICKNESS ABSENCE

#### 1. Entitlement

The Teacher who is absent from duty because of illness or incapacity shall be entitled to receive an allowance in accordance with the following scale provided (a) that his/her absence is not caused by his/her own default or (b) arises from working for private gain either on his/her own account for a third party and (c) is subject to the Teacher abiding by the rules of this Scheme.

Within any period of 12 consecutive calendar months, sickness benefit shall be made in accordance with the following scale:

| Period of Continuous Service | Period of Sick Allowance in days, at full rate | Period of Sick Allowance in days, at half rate                 |
|------------------------------|--|--|
| Less than 1 year             | 25 working days                                | 50 working days, after completing 4 calendar months of service |
| Less than 2 years            | 50 working days                                | 50 working days  |
| Less than 3 years            | 75 working days                                | 75 working days  |
| Fourth and successive years  | 100 working days                               | 100 working days   |

#### 2. Calculation of Allowances

- (i) For the purposes of calculating the allowances payables the year shall be deemed to begin on 1 April each year and end 31 March of the following year. Provided that, in the case of a Teacher whose service commences on a date other than 1 April such service shall be deemed, for the purposes of this scheme, to have commenced on a preceding 1 April, subject to the completion of 4 calendar months' actual service before half pay can be claimed, and provided also that in the case of a Teacher who is absent owing to illness on 31 March of any year, such Teacher shall not be entitled to a fresh allowance in respect of the following year until he/she has resumed teaching duty, the period from 1 April until the return to duty being deemed to be part of the preceding year for the purpose of this Scheme.
- (ii) The full rate of sick allowance shall be the normal remuneration of the Teacher, but excluding any temporary payments in force at the time of sickness. The normal remuneration will be adjusted by the amount of sickness benefit receivable under the Social Insurance (Guernsey) Law 1978 as amended from time to time. The insurance benefit to be taken into account will be the full benefit to which the Teacher is entitled on the basis that he/she has satisfied, so far as is possible, the contribution conditions and the conditions for the reporting of sickness and claiming of benefit under the Social Insurance Laws and the



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Teacher shall be under an obligation to declare his entitlement to benefit and any subsequent alterations in his circumstances affecting such entitlement.

- (iii) Cheques received from the States Insurance during the period of full allowance should be signed and forwarded to the Bursar. For periods of long-term sickness, an alternative arrangement can be agreed for the amount to be deducted from the monthly payroll.
- (iv) No deduction for sickness benefit paid by the Social Insurance Department is made from sickness allowance at half rate unless the total of the sick allowance when added to the Social Insurance benefits receivable exceeds the full rate of allowance when any excess over the full rate of allowance will be refunded.
- (v) For the purpose of the above, two half-school days shall be deemed to be the equivalent of one working day.

### 3. Conditions

- (i) On the first day of illness the Teacher must phone the designated official at the School responsible for organizing cover. Wherever possible the teacher must make best efforts to provide details of work that would be suitable for his/her pupils and/or have this information already in their classroom. The Teacher would normally be expected to phone in each day unless he/she is signed off work for a set period time. Wherever possible suitable work for the lessons to be covered should be explained or available in their classroom.
- (ii) A Teacher who is absent for more than three school days owing to personal illness shall submit a medical certificate supporting the absence. For longer absences medical certificates should be made at the end of each month of absence and on return to duty. A Teacher will furnish the Principal with such information as may be required about the sickness benefit to which he/she is entitled. In the case of a prolonged absence a Teacher may be required at any time to submit to examination by the School Medical Officer or such other medical practitioner as may be nominated by the School for the purpose. The private medical attendant of the Teacher may be present at such examination on the Teacher's request.
- (iii) In the case of absence due to accident certified by a Doctor to have arisen out of, and in the course of the Teacher's employment, including attendances for instruction at physical training or other classes organized and approved by the School. Or participation in any extra curricular or voluntary activity connected with the School, full salary shall in all cases be allowed, subject to production of the usual medical certificates, from the day of the accident up to the date of recovery, but not exceeding six calendar months. In the event of the absence continuing beyond that period, the case shall be reconsidered and half pay be allowed for a further period of six calendar months at the discretion of the School. Absence relating from such accidents shall not be taken into account in calculating the sick-pay allowance in respect of any subsequent period of absence.



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- (iv) A Teacher residing in a house in which some other person is suffering from a serious infectious disease shall at once notify the Principal. The Teacher shall, if required, take such precautions as may be prescribed provided that if in the opinion of a Doctor it is considered inadvisable, notwithstanding such precautions, for the Teacher to be in School, full pay shall be awarded during any enforced absence from duty.
- (v) If the absence of a Teacher is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, he shall advise the Principal forthwith. The Teacher will be required to refund a sum equal to the aggregate of the allowances paid to him during the period of disability or such part thereof as is deemed appropriate but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, the School will require full details to determine the actual proportion of the salary to be refunded by the Teacher.
- (vi) If the School is of the opinion that the disability which has occasioned the Teacher's absence from work is due to his misconduct, or if the Teacher has failed to observe the conditions of this scheme, or has been guilty of any conduct prejudicial to his recovery, the payment of any allowance under the scheme may be suspended by the School, provided that in any such case the School shall inform the Teacher of the grounds upon which the payment of the allowance has been suspended and afford him/her an opportunity of submitting his/her observation thereon, and at his/her request of appearing and being represented before an appropriate Committee of the School, if the School thereupon decides that the disability was due to the misconduct of the Teacher, or that he/she has failed without reasonable cause to observe the conditions of the scheme or has been guilty of conduct prejudicial to his recovery, then the Teacher shall forfeit his/her right to any payment or further payment of allowance in respect of that period of absence.