

Staff Handbook

Policy no:	3.2	Version Number	V4			
Version Date	September 2025	Next Review Date	September 2026			
Produced by	HR	Approved by	Senior Leadership			
			Team			
External reference	Equality Act 20	Equality Act 2010				
points	Office Of the I	Office Of the Independent Adjudicator For Higher				
	Education's (C	Education's (OIAHE)				
	 Good Practice 	Good Practice Framework For Handling Complaints And				
	Academic App	Academic Appeals				
	UK QUALITY C	UK QUALITY CODE June 2024				
	 OfS Condition 	OfS Condition E6: Harassment and sexual misconduct				
	Related QAA a	Related QAA advice and guidance:				
	Theme 11: Co	Theme 11: Concerns, Complaints and Appeals 11.3. The				
	Academy has	Academy has procedures for managing complaints and				
	appeals that a	appeals that are accessible to all students and are fair and				
	transparent.	transparent.				
	Pearson, Cent	ntre guidance: Dealing with malpractice and				
	maladministra	maladministration 2025				

Contents

1.	Introduction	
2.	Freedom of Speech and Academic Freedom	4
3.	Joining LCK Academy	
4.	Induction	5
5.	Salaries	7
6.	Holiday Entitlement and Conditions	8
7.	Sickness, injury payments and conditions	9
8.	Confidentiality	
9.	Expectations	15
10.	Health & Safety	
11.	Harassment and Sexual Misconduct	21
12.	Staff-Student Relationship	23
13.	Anti-Bribery	25
14.	Whistleblowing	
15.	Work Capacity	27
16.	Staff Discipline	29
17.	Grievance Procedure	

Introduction

We extend a warm welcome to you as either a new or existing member of our team. This handbook is designed to provide comprehensive information relevant to your role as an employee of LCK Academy (LCKA, or 'the Academy'). It includes our regulations, the principal benefits of employment at LCK ACADEMY, as well as essential policies and procedures.

Please note that this handbook may not cover every possible query. We encourage you to consult your line manager should you have any questions regarding your role, our expectations, or how we meet our legal and contractual obligations.

In our employment practices and interactions with staff, we are committed to offering equal opportunities to individuals of all backgrounds and circumstances, including those with protected characteristics as defined by the Equalities Act 2010. These characteristics include the following:

- age
- being married or in a civil partnership
- being pregnant or on maternity leave
- disability
- gender reassignment
- race including colour, nationality, ethnic or national origin
- religion or belief
- sex
- sexual orientation

In line with the Office for Students (OfS) **Condition E6** and LCK Academy's safeguarding commitments, we maintain a zero-tolerance approach to any form of discrimination, harassment (including sexual harassment), sexual misconduct, bullying, or abuse by staff or other stakeholders towards any member of staff, student, or stakeholder.

All staff are expected to uphold the highest standards of personal conduct and actively contribute to a safe, respectful, and inclusive learning environment. Sexual harassment or misconduct of any kind will be treated as gross misconduct and may result in disciplinary action, up to and including dismissal.

Employees are required to read and comply with this Staff Handbook, their contract of employment, the LCK Academy Code of Conduct, and relevant policies including the Anti-Harassment and Anti-Bullying Policy.

Please be advised that amendments to the contents of the staff handbook may be made as necessary. You will be notified of any such changes as they occur.

Freedom of Speech and Academic Freedom

LCK Academy is committed to upholding lawful freedom of speech and academic freedom, as outlined in the Education (No. 2) Act 1986 and OfS Condition E6. Nothing in this handbook shall be construed to prohibit lawful expression of opinions or academic debate. Please see the LCKA's <u>Academic Freedom</u> and <u>Freedom of Speech</u> Policies for further information.

Joining LCK Academy

At LCKA, we employ academic, professional services, technical, and support staff. Each group has distinct expectations and progression pathways, outlined in job descriptions and supported by ongoing review

- All new employees are subject to verification of identity, right to work in the UK, qualifications, and where relevant, criminal record checks (DBS). Employment is conditional upon satisfactory completion of these checks
- Academic staff are expected to uphold UK Quality Code principles including scholarly activity, student-centred learning, and reflective practice. Non-academic staff are expected to maintain professional standards consistent with sector codes (e.g., CIPD, CIMA, etc.)
- All new employees will participate in a structured induction, including health and safety, safeguarding, Prevent Duty, equality and diversity, and LCK Academy systems and values. Teaching staff will also receive orientation in academic governance and quality assurance.
- All teaching staff at the Academy are required to hold a recognised teaching qualification or to be actively working towards obtaining one. The Academy recognises a variety of suitable qualifications, including but not limited to:
- o A Certificate of Teaching and Learning in Higher Education
- Postgraduate Certificate in Education (PGCE)
- Level 5 Diploma in Education and Training (or equivalent)

Alternatively, the Academy accepts evidence of Fellowship or active progress toward Fellowship of the Higher Education Academy (HEA), such as Associate Fellow (AFHEA), Fellow (FHEA), or Senior Fellow (SFHEA).

Academic staff who do not hold a recognised teaching qualification upon appointment are required to obtain one within two years. Failure to meet this requirement may impact continued employment or eligibility for role progression, in line with LCK Academy's commitment to teaching excellence and sector standards.

3.1. Probationary Period

You will commence your employment with an initial probationary period of six months unless otherwise stated in your contract. During this time, your performance and overall suitability will be evaluated. Should your performance meet the required standards, your employment will proceed. However, if your performance is deemed unsatisfactory or if you

are found to be generally unsuitable, we may take corrective measures, which could include extending the probationary period, or we may terminate your employment at any time.

Please be advised that during this probationary period, we reserve the right to limit the application of our full contractual obligations and disciplinary procedures.

3.2. Employee Training

Upon the initiation of your employment, you will receive training relevant to your specific role. As your employment progresses, your skill set may be expanded to include additional responsibilities within LCKA. It is a requirement of your employment that you engage in any training deemed necessary by us to meet the required performance standards.

LCK Academy supports a culture of Continuous Professional Development (CPD). We recognise CPD as an essential part of professional practice in the higher education sector, both for academic and non-academic staff. Therefore:

- All employees are required to actively engage in CPD activities on an annual basis to maintain, develop, and enhance their professional skills.
- CPD may include formal training courses, conferences, qualifications, peer learning, mentoring, research, workshops, or online modules.
- Staff are expected to record their CPD activity and reflect on its impact through the annual performance and professional development review (PDR) process.
- Line managers will support staff in identifying relevant CPD opportunities and facilitate access to development pathways aligned with the Academy's strategic priorities.
- Funding for external CPD (for example: accredited courses, conferences, or membership subscriptions) may be provided, subject to prior approval and budget availability.
- Time off for CPD activities, where appropriate, will be granted in accordance with the Academy's professional development policy.

Induction

At the start of your employment with LCKA you will be required to participate in a a structured induction programme. During this induction, you will receive a detailed explanation of your Job Description as well as all relevant policies and procedures, including those relating to health and safety, EDI, LCKA systems and values. Teaching staff will also receive orientation in academic governance and quality assurance.

4.1 Job Description

As part of your employment contract with LCKA, you will receive a Job Description before the commencement of your duties. Please be advised that your job description may be revised periodically to align with organisational needs and your evolving skills.

4.2 Staff Appraisal Scheme

You will undergo a formal appraisal conducted by your line manager at least annually. This appraisal will include a Staff Development Plan, and your salary may also be subject to review during this process.

4.3 Job Flexibility and Mobility

It is a specific condition of employment that you remain available to transition to different roles or locations as required, within reasonable limits. During holiday periods, you may be expected to assume certain responsibilities typically handled by colleagues. This flexibility is crucial for maintaining operational efficiency, as the nature and volume of work are subject to frequent changes. While you are generally assigned to a specific site, it is a condition of your employment that you remain prepared to be transferred to any other site within our organisation, as needed. This flexibility is crucial for the efficient operation of our business.

4.4 Training Agreement

LCKA is committed to promoting continuous professional development (CPD) among its employees to advance their careers within the organisation. The Academy will review and consider supporting the costs associated with voluntary training on a case-by-case basis.

4.5 Disclosure and Barring Certificate (DBS)

Your initial employment may be conditional upon the provision of a satisfactory disclosure and barring certificate, proportionate with the requirements of your position. This requirement will be determined based on your role within LCKA and the frequency with which you will interact with adults at risk or possible children (Under 18s). Should such a certificate be required and not provided, your employment may be terminated. Data related to criminal convictions will be handled in accordance with the Data Protection Act.

For further information regarding the data we hold about you, the reasons for retaining it, and the legal basis for its processing, please refer to the Data Privacy Notice and Consent Policy.

4.6 Convictions And Offences

Throughout your employment, you are obligated to promptly inform either the Head of Human Resources or Director of Advancement and Operations of any convictions or charges brought against you. Information regarding criminal convictions will be handled under the Data Protection Act.

Salaries

5.1 Payment

- (a) For salaried employees, the payroll period aligns with the calendar month. Basic salaries are disbursed by the final day of each month. For salaried employees, the payroll period runs from the first to the last day of each calendar month. Basic salaries are disbursed on the last Friday of each month, covering the full salary for that month's payroll period. If the last Friday falls on a public holiday, payment will be made on the preceding working day.
 - Note: Where the last Friday falls before the final calendar day of the month, payment is made in advance for the remaining days of that month. This ensures that each payment covers the full payroll period from the 1st to the last day of the month.
- (b) Any inquiries regarding your pay should be directed to the Head of HR.
- (c) In the event of an overpayment, the full amount will typically be reclaimed from your subsequent salary. However, if this recovery would cause financial hardship, alternative arrangements may be made to recover the overpayment over an extended period.

5.2 Income Tax and National Insurance

- (a) After each tax year, you will receive a P60 form detailing the total remuneration received from us during the year, along with the deductions for income tax and National Insurance contributions. Additionally, you may receive a P11D form outlining any non-salary benefits. It is advisable to retain these documents in a secure location, as they may be required for tax-related purposes.
- (b) Salary Reviews: Salaries are subject to annual review; however, there is no assurance of an automatic increase following any such review.

5.3 Lateness/Absenteeism

- (a) You are required to arrive at work punctually at the designated times and must adhere strictly to all-time recording procedures associated with your duties.
- (b) All instances of absence must be reported following the sickness reporting procedures outlined in this employee handbook.
- (c) Lateness or absence may result in disciplinary action and/or loss of corresponding remuneration.
- (d) In the event of a temporary shortage of work for any reason, we will try to maintain your employment continuity. This may involve placing you on short-time

work or laying you off. If you are placed on short-time work, your remuneration will be adjusted based on the actual hours worked. If you are laid off, you will receive only the statutory guarantee pay.

Holiday Entitlement and Conditions

6.1 Annual Holidays

- (a) Your annual holiday entitlement is specified in your contract of employment.
- (b) We ask our staff to ensure that their holiday entitlement is taken during the current holiday year and holidays cannot be carried forward to the next year. We do not provide payment in place of unused holidays, except in the event of employment termination.
- (c) To request holiday leave, you must complete the holiday request form and obtain approval from your line manager. The completed form should be submitted via the online portal. Final confirmation of holiday arrangements should only be made after approval from the Head of HR.
- (d) Holiday dates will generally be allocated on a "first come, first served" basis, while ensuring that operational efficiency and adequate staffing levels are maintained throughout the year.
- (e) As a general guideline, you should provide at least four weeks' notice for holidays of one week or more. For single days off, one week's notice is required.
- (f) Generally, you are not permitted to take more than two consecutive working weeks of holiday.
- (g) Holiday pay will be at your standard basic rate unless otherwise specified in your contract of employment.

6.2 Public/Bank Holidays

The details regarding your entitlement to public and bank holidays are specified in your employment contract.

Sickness, injury payments and conditions

7.1 Notification of Incapacity for Work

- (a) You are required to notify your line manager by telephone on the first day of incapacity at the earliest possible opportunity, and no later than 9:00 a.m. Notification via text messages. The individual who receives the phone call must immediately inform the Head of HR via email.
- (b) You should endeavour to provide an estimated return date and notify us as soon as possible if this date changes. The notification procedures must be followed each day of absence unless a medical certificate covers you.
- (c) If your incapacity extends beyond seven days, you must notify us of your continued incapacity once a week thereafter, unless otherwise agreed upon.

7.2 Evidence of Incapacity

- (a) Medical certificates will not be issued for short-term incapacity. For instances of incapacity lasting up to and including seven calendar days, employees are required to complete a self-certification absence form upon returning to work.
- (b) If your sickness has extended, or you anticipate that it will extend, beyond seven days (regardless of whether these days are working days), you should consult your doctor and obtain a medical certificate. This certificate must be forwarded to us promptly. Additionally, you are required to provide consecutive medical certificates to cover the entire duration of your absence.

7.3 Payments

- (a) You are eligible for Statutory Sick Pay (SSP) if you are absent for four or more consecutive days due to sickness or injury, provided you meet the statutory qualifying conditions. SSP is considered as wages and is subject to standard deductions.
- (b) Qualifying days are the only days on which you are entitled to SSP. These days are typically your working days unless otherwise specified. The first three qualifying days of absence are considered waiting days during which SSP is not payable. If a subsequent period of incapacity (lasting four days or more) occurs within 56 days of a previous period of incapacity, the waiting days are not applied again.

7.4 Return to Work

(a) You must notify your line manager and the Head of HR via email as soon as you determine the date of your return to work, if this date differs from any previously communicated return date.

- (b) If you have been suffering from an infectious or contagious disease or illness, such as rubella or hepatitis, you must not return to work without clearance from your physician. Note that coronavirus is not considered a valid reason for absence from work.
- (c) Upon returning to work after any period of sickness or injury absence (including those covered by a medical certificate), you are required to complete a self-certification absence form and submit it to the Head of HR.
- (d) After any period of sickness or injury absence, you may be required to attend a "return to work" interview to discuss your health and fitness for work. Information disclosed during this interview will be treated with the utmost confidentiality.

7.5 Continued Sickness

- (a) Submission of a medical certificate or self-certification form for illness justifies an absence. However, excessive, continual, or repeated absences due to illness may be deemed unacceptable if they impact LCK ACADEMY's ability to deliver education and services effectively.
- (b) Should you take sick leave or injury leave without valid reasons, disciplinary action may be taken, potentially leading to termination of your position.
- (c) If deemed necessary, we may request your consent to contact your physician and/or for you to undergo an independent medical examination.

Confidentiality

- 8.1 Unless required by law, all information obtained during your employment with LCK ACADEMY shall remain confidential if:
 - It pertains specifically to LCK ACADEMY business or that of other individuals or entities with whom we engage in any capacity; or to any staff member, student, or stakeholder;
 - It was acquired by you during your employment or in the course of your duties, or was otherwise obtained in confidence; and
 - It has not been disclosed to the public by LCK ACADEMY or with our authorisation.
- 8.2 You are required to exercise reasonable care in safeguarding all documents or other materials containing confidential information. Upon the termination of your employment, or upon request at any other time, you must return to us any such materials in your possession.

- 8.3 You must familiarise yourself with our data protection policies regarding personal data and ensure compliance with them at all times.
- 8.4 All company property and written materials, whether in paper, electronic, or magnetic form, created or acquired by you during your employment, are our property and, where applicable, our copyright. Upon the termination of your employment, or upon request at any other time, you must return to us any such materials in your possession.
- 8.5 Any statements to the media regarding LCK ACADEMY business will be made only by the CEO or an individual designated by the CEO.

8.6 Data Protection

- (a) Our use of your personal data is governed by the General Data Protection Regulation (GDPR) and the current Data Protection Act. As an employer, we must ensure that any personal data we process concerning you is handled under these principles. All data held will be processed fairly, lawfully, and in alignment with the rights of data subjects.
- (b) We will process data following our privacy notices pertaining to both job applicants and employees.
- (c) You have rights regarding your data. Detailed information about these rights can be found in our "Data Protection Policy." We are committed to upholding your rights as per legal requirements and have established appropriate mechanisms to address such matters.
- (d) We may request your consent for processing specific types of personal data. In such cases, you will be thoroughly informed about the personal data we intend to process and the purpose of this processing. You have the option to provide or withhold your consent. Once given, consent can be withdrawn at any time.
- (e) You are expected to adhere to all company policies and procedures related to data processing. Non-compliance may result in disciplinary actions, up to and including dismissal.
- (f) Virus Protection Procedures
 - To prevent the introduction of virus contamination into the software system, the following guidelines must be observed:
 - Unauthorized software, including public domain software, USBs, external hard drives, CDs, or internet downloads, must not be used.
 - All software must be virus-checked using standard testing procedures before use.

8.7 Use of Computer Equipment

To regulate the use of LCK ACADEMY's computer equipment and mitigate the risk of contamination, the following protocols will be enforced:

- (a) The introduction of new software must be reviewed and authorised by a member of the Senior Leadership Team before general use;
- (b) Access to LCK ACADEMY's computer equipment is restricted to authorised personnel only;
- (c) Only authorised software is permitted on LCK ACADEMY's computer equipment;
- (d) Software usage is limited to applications relevant to LCK ACADEMY;
- (e) No software may be brought onto or removed from LCK ACADEMY's premises without prior authorisation;
- (f) Unauthorised access to the computer facilities will result in disciplinary action; and
- (g) Unauthorised copying and/or removal of computer equipment or software will result in disciplinary action, which may include dismissal.

8.8 E-Mail and Internet Policy

The objective of the Internet and Email Policy is to establish a framework that ensures consistent procedures for the use of Internet and email within the company. The Internet and email systems have become crucial communication tools, facilitating access to professional and academic resources globally.

To optimise the use of these systems while ensuring adherence to applicable legislation, we have developed a policy that promotes their effective utilisation while maintaining regulatory compliance.

8.9 E-Mail

The Academy encourages the appropriate use of the email system when utilised correctly. However, inappropriate use can lead to distractions, wasted time, and potential legal claims. This procedure outlines the company's policy on the proper use of the email system.

- (a) Unauthorised or inappropriate use of the email system may result in disciplinary action, up to and including immediate dismissal.
- (b) The email system is intended for communication and matters directly related to the legitimate activities of LCKA. Employees using the email system should adhere to the following guidelines:
 - Ensure compliance with company communication standards.
 - Send email messages and copies only to those for whom they are particularly relevant.
 - Avoid using email as a substitute for face-to-face communication or

- telephone contact. Abusive emails must not be sent. Hastily composed messages can cause upset, concern, or misunderstanding.
- If an email is confidential, take the necessary steps to protect its confidentiality. The Academy is liable for any infringement of copyright or dissemination of defamatory information, whether circulated internally or to external users.
- Offers or contracts transmitted by email are as legally binding as those sent on paper.
- (c) The Academy will not tolerate the use of the email system for unofficial or inappropriate purposes, including but not limited to:
 - Messages that could constitute bullying, harassment, or other forms of abuse.
 - Personal use (e.g., social invitations, personal messages, shopping, personal social media sites, jokes, cartoons, chain letters, or other private matters).
 - Online gambling.
 - Accessing or transmitting pornography.
 - Transmitting copyrighted information or any software available to the user.
 - Posting confidential information about other employees, the company, or its clients or suppliers.

8.10 Internet

Authorised staff are encouraged to utilise the Internet for official and professional purposes, as appropriate. It is essential to ensure that any published information is relevant to standard professional activities before its release under the Academy's name. When expressing personal opinions, a clear disclaimer must be included in all correspondence to indicate that these views are personal and not representative of the Academy.

Intellectual property rights and copyright must be upheld in all internet publications. Due to the diverse nature of online information, it is possible to encounter content that may be deemed offensive. Therefore, accessing or distributing any offensive or non-work-related material via the Internet may result in disciplinary action, including potential dismissal.

- (a) Unauthorised or inappropriate use of the Internet system may result in disciplinary action, including potential summary dismissal.
- (b) The internet system is intended for legitimate LCKA poses and matters directly related to the job. Employees using the Internet system must adhere to the following guidelines:
 - Comply with all internet standards;
 - Use the internet for LCKA purposes only during working hours;
 - Restrict private use of the internet outside normal working hours.

- (c) The Academy will not tolerate the use of the internet system for unofficial or inappropriate purposes, such as:
 - Accessing websites that may pose risks to our internet security, including but not limited to, viruses, or compromising our copyright or intellectual property rights;
 - Failing to comply with our social networking policy;
 - Connecting, posting, or downloading any information unrelated to employment, particularly pornographic or other offensive material;
 - Engaging in computer hacking and related activities or attempting to disable or compromise the security of information on the Academy's computers.
 - Be advised that such actions may constitute a criminal offence.

8.11 Monitoring

We reserve the right to monitor all your email and internet activity to ensure compliance with our policies, procedures, and relevant regulatory requirements. This includes monitoring any additional accounts you may be asked to set up for work purposes, which are subject to the same rules as your primary work email account.

Information obtained through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage involves processing your personal data. Further details about the data we hold about you, the reasons for holding it, and the lawful basis for this can be found in the employee privacy notice.

8.12 Use of Social Networking Sites

Any work-related issues or materials that could identify an individual client or colleague, and potentially harm the Academy, a client, or client relationships, should not be posted on any social networking site. This prohibition applies at all times, both during and outside working hours, and includes access via any computer or mobile device.

Any work-related content, materials, or contact lists created by the employee during their employment on authorized social networking sites are the property of the Academy. Upon termination of employment, the employee must surrender access rights to these accounts, along with any work content, materials, and contact lists, to the Academy.

8.13 Keyholding/alarm setting

If you are allocated a key holder, you are required to adhere to all procedures and guidelines for securing the building before leaving. Keys and security measures, such as alarm codes, must be kept secure at all times. Authorisation from a CEO is mandatory before providing keys or alarm codes to any third party. Any loss or damage resulting from non-compliance with procedures or negligence in safeguarding keys and alarm codes will lead to disciplinary

action, which may include summary dismissal. Additionally, the cost of any loss, repair, or replacement may be deducted from any monies owed to you.

To meet our insurance requirements and protect against fire and theft, you must ensure all properties and premises are secured when unattended. The last person to leave the premises must ensure that lights and appropriate electrical equipment are turned off, windows and doors are secured, and alarms are properly set.

Please note that all breaches or security issues, including the loss or theft of keys, must be reported immediately to CEO.

Expectations

9.1 Wastage

- (a) We uphold a "minimum waste" policy, which is vital for the cost-effective and efficient operation of LCK ACADEMY.
- (b) You can support this policy by exercising diligence in your daily duties and avoiding unnecessary or excessive use of resources, including services, time, energy, and paper. The following examples illustrate how this can be achieved:
 - Handle machines, equipment, and stock with care.
 - Turn off unnecessary lighting and heating, and keep doors closed whenever possible.
 - Request additional tasks if your current work is at a standstill.
 - Begin work promptly upon arrival and after breaks.
- 9.2 The following provision is an express written term of your contract of employment:
- (a) You will be held liable for the full or partial cost of repairing or replacing any vehicles, stock, or property (including non-statutory safety equipment) damaged due to your carelessness, negligence, or deliberate vandalism.
- (b) Any loss incurred by the Academy as a result of your failure to adhere to rules, procedures, or instructions, or due to negligent behaviour or unsatisfactory work standards, will require you to reimburse the Academy for the full or partial cost of the loss.
- (c) Should you fail to make such payments, the Academy reserves the contractual right to deduct these costs from your wages.

9.3 Standards of Dress

(a) Given your interaction with students, partner organisations, and members of the public, it is essential to maintain a professional appearance and adhere to appropriate standards of dress. Your attire should be suitable for your job responsibilities and

should be kept clean and orderly at all times. The wearing of jeans, hoodies, and sneakers is prohibited unless specifically authorised by the Cheif Executive Officer.

9.4 Housekeeping

(a) Work areas must be maintained in a clean and orderly manner at all times, both for safety and for appearance.

Health & Safety

10.1 Safety

- (a) You are required to familiarise yourself with our Health & Safety Policy, as well as your individual health and safety duties and responsibilities, which are outlined separately. An additional induction on health and safety will be conducted by the HR Department.
- (b) It is essential that you do not undertake any actions that could compromise the health or safety of yourself, your colleagues, clients, or members of the public.
- (c) All accidents and injuries occurring in the workplace, regardless of their severity, must be reported in the accident book.
- (d) You must also ensure that you are knowledgeable about our fire and evacuation procedures and understand the appropriate actions to take in the event of an emergency.

10.2 Refreshment Making Facilities

(a) We provide facilities for making refreshments, which must be maintained in a clean and orderly condition at all times.

10.3 Mental Health and Wellbeing

LCK Academy is committed to promoting a workplace culture where mental health is valued equally with physical health. We recognise that work-related and personal stressors can affect wellbeing, performance, and overall quality of life.

All staff are encouraged to:

- Prioritise their mental wellbeing.
- Access support when needed.
- Contribute to a supportive working environment for colleagues and students.

Support Available:

- Access to confidential wellbeing services. Managers are available for peer support. All staff are encouraged to participate in annual mental health awareness sessions.
- Managers will receive additional training to support mental health conversations and accommodation.
- Reasonable adjustments for mental health conditions under the *Equality Act 2010*.

Responsibilities:

- Staff should inform their line manager or HR if mental health challenges are affecting their ability to work. This will be treated with confidentiality and compassion.
- Line managers must be alert to signs of distress and proactively support staff wellbeing, including referrals to appropriate support channels.

Training and Awareness:

- All staff are encouraged to participate in annual mental health awareness sessions.
- Managers will receive additional training to support mental health conversations and accommodation.

LCK Academy fosters a 'speak up' culture where mental health is of utmost importance and where seeking help is viewed as a sign of strength.

10.4 Alcohol & Drugs Policy

- (a) Under current legislation, we, as your employer, are obligated to ensure, as far as reasonably practicable, the health, safety, and welfare of all our employees. In parallel, you are responsible for maintaining your well-being as well as that of your colleagues. The consumption of alcohol by employees is generally prohibited, except on specific occasions such as conferences and parties where alcohol may be provided or available to purchase.
- (b) Should your performance or attendance at work be negatively impacted by alcohol or drugs, or if we suspect your involvement in any drug-related actions or offences, you may face disciplinary measures. Depending on the circumstances, such actions could potentially result in the termination of your employment.

10.5 No smoking policy

(a) Smoking is strictly prohibited on the premises, including the use of e-cigarettes. Employees are permitted two breaks of no more than five minutes each, in addition to the lunch break, for smoking purposes. The same regulations apply to e-cigarettes.

10.6 Hygiene

- (a) Staff members are required to uphold high standards of personal hygiene when interacting with colleagues, students, and other personnel.
- (b) Any visible cut or burn must be covered with an appropriate first-aid dressing.
- (c) If an employee is afflicted with an infectious or contagious disease, such as rubella or hepatitis, they must obtain clearance from their physician before reporting to work.
- (d) Any contact with individuals who have an infectious or contagious disease must be reported before commencing work.

10.7 Fitness for work

Should you arrive at work and, in our assessment, appear unfit to perform your duties, we reserve the right to uphold our duty of care. If it is deemed that you may be unable to carry out your responsibilities safely or could pose a risk to others, we may require you to leave for the remainder of the day. This may be with or without pay, and, depending on the circumstances, you could be subject to disciplinary action.

10.8 Manual Handling

Following the Manual Handling Regulations 1992, you are required to inform us of any conditions that may increase your susceptibility to injury.

10.9 Lone Working Policy

LCK Academy recognises the potential risks associated with working alone and has a duty of care to ensure the health, safety, and wellbeing of all staff in such circumstances. All staff who are required to work in isolation on or off site must adhere to the Lone Working Policy.

The full policy outlines:

- Risk assessments for lone work
- Required safety procedures and check-ins
- Emergency contact protocols
- Roles and responsibilities of staff and line managers

Staff must familiarise themselves with the Lone Working Policy and complete any required training or declarations. The policy is available on the staff intranet and from the HR department upon request.

10.10 Additional Terms and Conditions

(a) **Changes in Personal Details**: You must inform us of any changes to your name, address, telephone number, or emergency contact details. This will ensure that our

- records are accurate and that we can reach you in case of an emergency, including outside normal working hours.
- (b) **Other Employment**: If you currently hold additional employment or are considering taking on additional work, you must notify us. This allows us to discuss any potential implications concerning current working time regulations.
- (c) **Time Off**: If you need to take time off for medical or dental appointments, or other reasons, please schedule these appointments outside of normal working hours whenever possible. If this is not feasible, time off may be granted at the discretion of your line manager.
- (d) **Maternity/Paternity/Adoption Leave and Pay**: You may be eligible for maternity, paternity, or adoption leave and pay according to the current statutory provisions. If you (or your partner) become pregnant or receive notification of a match date for adoption, please inform the Head of HR as soon as possible so that your entitlements and obligations can be outlined.
- (e) **Parental/Shared Parental Leave:** Should you be entitled to parental or shared parental leave under current statutory provisions, you should discuss your needs with the Head of HR. They will review your entitlements and assess the proposed leave periods based on your child's/children's specific circumstances and the operational needs of the business.
- (f) **Time Off for Dependants**: You may be entitled to take a reasonable amount of unpaid time off during working hours to assist your dependants. If this situation arises, please discuss it with your line manager and Head of HR, who will approve the necessary time off if appropriate.
- (g) **Bereavement Leave**: Since reactions to bereavement can vary widely, establishing fixed rules for time off may not be appropriate. You should speak with your line manager to arrange suitable time off based on your individual circumstances.
- (h) **Travel Expenses**: We will reimburse reasonable expenses incurred while travelling on LCKA business that are not covered by your employment contract. Detailed rules regarding travel expenses will be provided separately. Receipts must be provided for any expenses claimed.
- (i) **Employees' Property and Lost Property**: We do not accept responsibility for the loss or damage of personal property brought onto the premises. You are advised not to bring valuable personal items onto the premises and, in particular, not to leave items overnight. Any lost property should be handed to the Head of HR, who will retain it while attempts are made to locate the owner.
- (j) **Work from Home:** Where remote or hybrid working arrangements are approved, employees are responsible for ensuring that their home workstation is safe,

ergonomically suitable, and free from hazards in line with health and safety guidance. The work area should be free from avoidable distractions, including interruptions from other household members, to ensure confidentiality, productivity, and the quality of work.

10.11 Mail

- (a) All mail received by the Academy will be opened, including that addressed to employees. Private mail should therefore not be sent to our address. Additionally, personal mail should not be posted at our expense, except in cases where a formal re-charge arrangement has been established.
- (b) While personal mobile phones may be used during work hours, employees are expected to limit personal calls, texts, and social media interactions to avoid distraction from their responsibilities. Friends and family should be discouraged from making contact except in emergencies. Where a work mobile phone is issued, it must be used primarily for business purposes. Personal use should be kept to a minimum and must not interfere with work duties. Employees are responsible for ensuring that work devices are kept secure, used in accordance with data protection requirements, and returned in good condition upon request or at the end of employment.
- (c) Under normal circumstances, employees are prohibited from buying or selling goods on their own behalf on LCKA premises or during working hours.
- (d) Unless specific authorisation is provided, no collections are permitted on LCKA premises.
- (e) Regarding workplace behaviour, employees are expected to conduct themselves with politeness and civility. Raised voices or rudeness towards students, staff, other stakeholders, or members of the public are not acceptable. Objectionable or insulting behaviour, or the use of inappropriate language, may result in disciplinary action. This policy does not infringe upon freedom of speech or academic freedom. For more details, please refer to the LCKA Freedom of Speech and Academic Freedom Policies.
- (f) Employees should use their best efforts to promote the interests of LCKA and dedicate their time, attention, and abilities to LCKA and its affairs during working hours.
- (g) Participation in activities that could be perceived as competition with LCKA is not permitted.

10.12 Partners' Premises

(a) When visiting or working at any of our partner premises, you must acquaint yourself with and adhere to all of their regulations and requirements, including, but not

limited to, those related to security, health and safety, smoking, and parking. Non-compliance with site rules may lead to your removal from the premises and could result in disciplinary action being taken following our established disciplinary procedures.

10.13 Inclement Weather/Travel Arrangement Disruption

(a) Every effort should be made to attend work as stipulated in your contract. Should you be unable to attend work due to adverse weather conditions or significant disruptions to your travel arrangements, you are required to report your absence following the standard absence reporting procedures. Please be advised that your absence will be unpaid unless you have accrued annual leave, in which case you may request to utilise it. Alternatively, you may be permitted to make up the lost hours by working additional hours, subject to management's discretion and availability.

10.14 Teaching Outside of Working Hours:

- (a) Under no circumstances should you provide teaching services to a student from LCKA outside of the Academy without obtaining written authorisation from the designated Course Leader or Quality & Standards Manager.
- (b) **Third-party involvement**: We reserve the right to permit third parties to chair any meetings, including but not limited to disciplinary, capability, or grievance hearings. We will request your consent to share any relevant 'special categories of data' as necessary for the purpose of such proceedings.

10.15 Recording of Formal Meetings

(a) We retain the right to record any formal meetings, whether conducted by ourselves or a third party. A copy of the recording will be provided upon request. All personal data collected for this purpose will be processed following the current data protection legislation.

11 Harassment and Sexual Misconduct

11.1 Introduction

LCK Academy is committed to providing a safe, inclusive, and respectful environment for all students, staff, and members of our community. We expect all staff to uphold the highest standards of personal and professional conduct and to actively contribute to a working and learning environment free from harassment, abuse, or intimidation. Please refer to LCK Academys Anti-bullying and anti-harassment policy for further details.

11.2 Zero Tolerance Policy

LCK Academy has a **zero-tolerance approach** to all forms of harassment, including sexual misconduct. Allegations of such behaviour will be taken seriously and investigated promptly and fairly. Any member of staff found to have engaged in such conduct will be subject to disciplinary action, up to and including summary dismissal.

11.3 Definitions

- **Sexual Harassment** is any **unwanted behaviour of a sexual nature** that violates someone's dignity or creates an intimidating, hostile, degrading, humiliating, or offensive environment. This may include but is not limited to:
 - o Unwelcome sexual advances or touching
 - o Suggestive or explicit remarks or jokes
 - Display of sexual images or material
 - Comments about a person's body or appearance
 - o Repeated requests for dates or sexual contact
- **Sexual Misconduct** encompasses a broader range of inappropriate behaviours including but not limited to:
 - Sexual assault or coercion
 - o Sharing sexual content without consent (e.g. via messaging or social media)
 - o Stalking or inappropriate surveillance
 - Abuse of power or authority in sexual contexts
 - o Facilitating or failing to report abuse where a duty of care exists

This applies to behaviour in-person, online, and through any Academy-affiliated activity (on or off campus).

11.4 Staff Responsibilities

All staff are required to:

- Treat colleagues and students with dignity and respect at all times
- Refrain from any behaviour that could be perceived as harassment or sexual misconduct
- Report any observed or disclosed incidents of harassment or misconduct promptly via appropriate channels
- Cooperate fully with any investigation processes

Staff must also not have any personal relationships with students where a power imbalance exists, as per our **Staff–Student Relationships Policy** (refer to section 12)

11.5 Reporting and Support

- Concerns or incidents may be reported online Report a Safeguarding Concern
- Or to **HR** or **line managers**.
- Reports will be handled confidentially and sensitively.

 Both complainants and respondents will be offered access to appropriate support, including counselling, wellbeing services, and representation during any formal process.

Anonymous reporting is also facilitated through our proposed reporting mechanism Report a Safeguarding Concern

11.6 Disciplinary Consequences

Breaches of this policy will be considered gross misconduct and may result in:

- Formal warnings
- Suspension pending investigation
- Summary dismissal
- Referral to external bodies or legal authorities, where applicable

Staff also have a duty to **cooperate with investigations**, and failure to do so may result in disciplinary action.

11.7 Training and Compliance

All staff are required to complete **mandatory safeguarding and harassment prevention training**, refreshed annually. This ensures understanding of rights, responsibilities, and institutional mechanisms.

12 Staff-Student Relationship

12.1 Purpose and Scope

This policy outlines LCK Academy's position on personal relationships between staff and students. It is intended to:

- Safeguard the professional boundaries required in educational environments.
- Prevent abuse of power and conflicts of interest.
- Protect the integrity of academic processes and learning experiences.

This policy applies to **all staff** (academic and non-academic, permanent or temporary, paid or unpaid) and **all students** enrolled in LCK Academy programmes or short courses.

12.2 Definitions

• **Personal Relationship**: Includes romantic, sexual, close emotional or intimate associations outside the professional context.

Power Imbalance: Exists where one individual has the ability to influence the
academic progress, grading, disciplinary process, or support services accessed by
another.

12.3 Policy Statement

LCK Academy prohibits staff from engaging in personal or intimate relationships with students where a power imbalance exists, including but not limited to:

- Teaching or tutoring the student.
- Assessing their academic work.
- Having influence over their academic progression, discipline, complaints, or appeals.
- Providing academic, pastoral, or wellbeing support.

Even in the absence of direct academic interaction, relationships are strongly discouraged due to the perception of bias or unfair advantage.

12.4 Pre-Existing Relationships

Where a staff member already has a personal relationship with a student (example: a spouse, relative, or pre-existing romantic partner), they must declare it immediately to the HR Department.

Such relationships will be treated as a potential conflict of interest. A **Conflict Management Plan** will be established to remove or mitigate any direct influence over the student's academic or pastoral experience, including involvement in marking, moderating/verification processes, and participation in assessment boards. Where applicable, the matter may also need to be reported to the validating institute in line with institutional and regulatory requirements.

12.5 Declaration and Confidentiality

- Declarations will be treated confidentially and sensitively.
- Disclosure should be made in writing to HR.
- Non-disclosure may lead to disciplinary action if the relationship later presents a safeguarding concern or conflict of interest.

12.6 Consequences of Policy Breach

Any staff member found to have:

- Initiated or engaged in an undeclared relationship,
- Failed to disclose a conflict of interest,
- Misused their position to gain personal access to a student,

may be subject to disciplinary action, including dismissal for gross misconduct.

12.7 Professional Conduct

All staff must:

- Maintain appropriate professional boundaries with students at all times.
- Avoid behaviours that could be misinterpreted as suggestive, flirtatious, or preferential.
- Communicate via LCK Academy approved channels and maintain transparency.

12.8Support for Students and Staff

If a student or colleague feels uncomfortable due to a relationship or perceived misconduct:

- They should contact the **Head of HR**.
- Support will be made available as appropriate.

13 Anti-Bribery

13.1 Introduction

Bribery constitutes a criminal offence, and the Academy strictly prohibits all forms of bribery. We require that everyone associated with our business adhere to the highest ethical standards and comply with applicable anti-bribery laws. Upholding integrity and transparency is of paramount importance to us, and we maintain a zero-tolerance policy towards any form of corruption, whether perpetrated by employees or third parties acting on the company's behalf.

- (a) Policy: It is strictly forbidden, whether directly or indirectly, for any employee or individual working on our behalf to offer, give, request, or accept any form of bribe such as gifts, loans, payments, rewards, or other advantages, whether in cash or any other form of inducement. This prohibition applies to any attempts to gain commercial, contractual, or regulatory advantages for the company, or to secure personal benefits for an individual or anyone associated with them in an unethical manner.
- (b) **Suspicion**: Should we suspect that an act of bribery or an attempt thereof has occurred, an investigation will be conducted. Depending on the outcome and following our disciplinary procedures, actions may be taken, including potential dismissal or termination of our business relationship with the involved party.
- (c) **Reporting**: Employees and individuals working on our behalf who suspect that bribery or attempted bribery has taken place, even if they are not directly involved,

are required to report such suspicions to the CEO. You may be requested to provide a written account of the events.

(d) **Whistleblowing**: Staff members are reminded of the company's whistleblowing policy, which is detailed in this handbook (Refer to section 14.2c)

13.2 Gifts and Hospitality

- (a) We acknowledge that the exchange of gifts and hospitality as a gesture of friendship or appreciation, where no expectations of reciprocation are implied, is common and acceptable. Such exchanges do not constitute bribery provided they are proportionate and properly documented.
- (b) Employees or individuals acting on behalf of LCK ACADEMY must not give gifts or offer hospitality to any external parties in relation to LCK ACADEMY business without obtaining prior written approval from their line manager or the CEO.
- (c) Similarly, employees or representatives of LCK ACADEMY must not accept gifts or offers of hospitality without receiving prior written approval from their line manager or the CEO.

13.3 Record Keeping

- (a) A record will be maintained by your line manager for each occasion on which gifts or hospitality are given or received.
- (b) Please note that given the evolving nature of legal regulations, this policy is subject to periodic review. The Academy reserves the right to amend this policy without prior notice.

14 Whistleblowing

14.1 Introduction

Under specific conditions, employees are safeguarded from experiencing any detriment or termination of employment when they make disclosures regarding the organisations for which they are employed.

14.2 Qualifying Disclosures

(a) Certain disclosures are legally classified as "qualifying disclosures." A "qualifying disclosure" refers to the revelation of information that the employee genuinely and reasonably believes to be in the public interest and demonstrates that LCK ACADEMY has committed a "relevant failure" by:

- · Committing a criminal offence;
- Failing to meet a legal obligation;
- Engaging in a miscarriage of justice;
- Endangering an individual's health and safety;
- Causing environmental damage; or
- Concealing information related to any of the aforementioned issues.
- (b) These acts may pertain to past, present, or future occurrences. For instance, a disclosure is considered qualifying if it addresses environmental damage that has occurred, is occurring, or is likely to occur. The company will address any concerns raised regarding these matters with the utmost seriousness.
- (c) The Employment Rights Act 1996 provides protection for employees who make "whistleblowing" disclosures when they reasonably believe that an act of illegality, injustice, or breach of health and safety has occurred or is likely to occur. Such disclosures must be made "in the public interest." We strongly encourage you to utilize this procedure to report any relevant concerns.

14.3 The Procedure

- (a) Initially, any concerns should be reported to your line manager or CEO, who will handle the matter with the utmost confidentiality.
- (b) If you are dissatisfied with the explanation or rationale provided, you should escalate the issue to the relevant official organisation or regulatory body.

14.4 Treatment by Others

Bullying, harassment, or any other adverse treatment directed towards a colleague who has made a qualifying disclosure is strictly prohibited. Individuals found to have engaged in such behaviour will face disciplinary action.

15 Work Capacity

15.1 Introduction

We acknowledge that during your employment, there may be instances where your ability to perform your duties may decline. This could occur for various reasons, such as changes in the nature of the job over time, which you may find difficult to keep up with, or personal changes, often related to health, that may impact your capacity to manage the work.

15.2 Job Changes/General Capability Issues

- (a) Should the nature of your job change or if we have general concerns regarding your ability to perform your duties, we will make every effort to ensure that you understand the expected performance standards and receive the necessary training and supervision. Typically, any concerns about your capability will initially be addressed informally, and you will be given time to improve.
- (b) If your performance remains inadequate, you will receive a written warning stating that failure to improve and maintain the required standard could result in your dismissal. We will also consider the possibility of transferring you to more suitable work, if available.
- (c) If, after a reasonable period, there is no improvement and a transfer is not feasible, or if your performance has a serious impact on our organisation or reputation, you will be issued a final warning indicating that dismissal will follow unless the necessary performance standards are met and sustained.
- (d) Should there be no improvement after a reasonable time, you will be dismissed with the appropriate notice.

15.3 Personal Circumstances/Health Issues

- (a) In certain situations, personal circumstances may arise that, while not preventing you from attending work, may hinder your ability to perform your normal duties (e.g., reduced dexterity or general ill health). Should such a situation occur, we will typically require detailed information about your medical diagnosis and prognosis to seek expert advice. This information is usually best obtained by requesting a medical report from your doctor. Your consent is necessary for us to obtain this report, and we will expect your cooperation in this matter if the need arises. Once we have gathered sufficient information about your condition and consulted with you, we will make a decision regarding your future employment in your current role or, if appropriate, in a more suitable position.
- (b) There may also be personal circumstances that prevent you from attending work, either for an extended period or through frequent short absences. In such cases, we will need to understand when your attendance record is likely to return to an acceptable level. This may again involve requesting a medical report from your doctor or conducting other relevant investigations. Once we have obtained all necessary information regarding your condition and have consulted with you, a decision will be made regarding your continued employment in your current role or, where possible, in a more suitable position.

15.4 Short Service Staff

(a) We reserve the right to adjust the capability procedures based on the length of your service. If your period of service is brief, we may proceed with dismissal without issuing prior warnings.

16 Staff Discipline

16.1 Introduction

- (a) The disciplinary rules and procedures are established to define performance and behaviour standards while promoting fairness and transparency in the treatment of individuals. Our goal is that these rules and procedures should emphasize and encourage improvement in conduct when individuals fall short of the required standards, rather than being viewed solely as punitive measures. We reserve the right to amend these rules and procedures as deemed appropriate.
- (b) Every effort will be made to ensure fairness in any action taken under this procedure, providing you with the opportunity to present your perspective and appeal against any decision you consider unjust.
- (c) These rules and procedures ensure that:
 - The appropriate procedure is followed when requiring you to attend a disciplinary hearing.
 - You are fully informed of the standards of performance, actions, and behaviour expected of you.
 - Disciplinary action, when necessary, is taken promptly, fairly, and consistently.
 - You will only be subject to disciplinary measures following a thorough investigation of the facts and an opportunity to present your case. In some instances, temporary suspension with contractual pay may be necessary to facilitate an uninterrupted investigation. This should not be regarded as disciplinary action or a penalty of any kind.
 - Except for informal, "off the record" reprimands, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process.
 - Dismissal will not typically occur for a first disciplinary breach, except in cases of gross misconduct.
 - If disciplined, you will receive an explanation of the penalty imposed and will have the right to appeal against both the finding and the penalty.

16.2 Disciplinary Rules

It is not feasible to outline every possible disciplinary rule or offence that may warrant disciplinary action, as these may differ based on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct, and gross misconduct provided in

this handbook, any violation of other specified conditions, procedures, or rules contained within this handbook, or those otherwise communicated to you, will also be subject to this disciplinary procedure.

16.3 Conduct

The following actions, which constitute unsatisfactory conduct or misconduct, will result in disciplinary action if you are found to have engaged in any of them. Please note that the examples listed below are not exhaustive:

- Non-compliance with general health and safety rules and procedures;
- · Smoking in areas where it is prohibited;
- Consumption of alcohol on the premises;
- Persistent absenteeism and/or lateness;
- Failure to meet satisfactory work standards or output;
- Rudeness towards students, the public, or colleagues, including objectionable or insulting behaviour, harassment, bullying, or the use of inappropriate language;
- Failure to dedicate your time, attention, and abilities to LCK ACADEMY's business and affairs during your designated working hours;
- Excessive and unauthorised use of email and the internet;
- Failure to follow reasonable instructions or adhere to company rules and procedures;
- Unauthorized use of, or negligent damage to, company property;
- Failure to immediately report any damage to property or premises caused by you;
- Actions that compromise the reputation of LCK ACADEMY or its staff members.

16.4 Serious Misconduct

- (a) If a rule regarding unsatisfactory conduct or misconduct is breached and an investigation reveals that this was due to extreme carelessness on your part or has had a serious or substantial impact on our operations or reputation, a final written warning may be issued as the initial disciplinary action.
- (b) In cases of alleged gross misconduct, if an investigation uncovers mitigating circumstances that warrant treating the offence as one just short of dismissal, a final written warning may be issued as the first course of action.

16.5 Rules Covering Gross Misconduct

Instances of gross misconduct are exceedingly rare, and the consequence is dismissal without notice or prior warning. While it is not feasible to provide a comprehensive list of gross misconduct examples, any conduct or negligence that results in a fundamental breach of contractual terms, thereby irreparably damaging the trust and confidence essential for the continuation of the employment relationship, will be considered gross misconduct.

Typically, actions that may be classified as gross misconduct include, but are not limited to:

- · Theft or fraud;
- · Physical violence or bullying;
- Intentional damage to property;
- Deliberate acts of unlawful discrimination or harassment;
- Possession of, or being under the influence of, drugs* in the workplace;
- Violations of health and safety regulations that jeopardize the lives or cause serious injury to employees or others.
- Offering, requesting, accepting, or facilitating any form of bribery or corruption, in breach of the Academy's Anti-Bribery and Ethical Gift Policy.

*For this context, 'drugs' refers to both illegal substances and other psychoactive (mindaltering) substances, whether legal or illegal.

16.6 Staff Malpractice

Staff malpractice is any act of dishonesty, negligence, or unethical behaviour by a staff member in the course of employment.

Examples include falsification or misuse of records, breach of academic or professional standards, failure to follow safeguarding, equality, health and safety or data protection requirements, abuse of authority or position of trust, fraud, bribery, corruption, or any action likely to bring the Academy into disrepute. *These examples are illustrative and not exhaustive.*

Concerns about malpractice can be raised with a line manager, HR, or via the Whistleblowing Policy. All reports will be taken seriously, handled sensitively, and investigated in line with ACAS principles of fairness, consistency, and natural justice.

Investigations will follow the Academy's Disciplinary Policy (Section 16), with outcomes proportionate to the seriousness of the case. Possible outcomes include formal warnings, dismissal, or referral to external regulators or professional bodies. The Academy will also meet its obligations under the Office for Students (OfS) and other regulatory requirements, ensuring malpractice issues are managed transparently and in the best interests of students, staff, and partners.

Where staff malpractice occurs in relation to the delivery of programmes validated by partner institutions, LCKA reserves the right to inform the relevant partner and share documentation. For example, Pearson requires Heads of Centre to inform their investigations team of any alleged, actual, or suspected malpractice by centre staff, before any investigation is undertaken by submitting a JCQ Form M2 with supporting documentation to pqsmalpractice@pearson.com.

Please note that these examples are intended to be illustrative and do not constitute an exhaustive list.

16.7 Disciplinary Procedure

(a) Disciplinary action will be administered per the following procedure:

Offence	First	Second	Third	Fourth
	Occasion	Occasion	Occasion	Occasion
Unsatisfactory	Formal Verbal	Written	Final Written	Dismissal
Conduct	Warning	Warning	Warning	
Misconduct	Written	Final Written	Dismissal	
	Warning	Warning		
Serious	Final Written	Dismissal		
Misconduct	Warning			
Gross	Dismissal			
Misconduct				

- (b) We reserve the right to exercise discretion regarding disciplinary procedures, taking into account the length of your service and adjusting the procedures as necessary. Should you have a relatively short period of service, you may not receive any warnings prior to dismissal.
- (c) If a disciplinary action is taken, it will follow the procedures outlined above, which may include a formal verbal warning, written warning, final written warning, or dismissal. You will be provided with complete details of the action taken.
- (d) Warnings will be issued for misconduct in all instances, regardless of the specific issues involved. Any further violation of rules, whether related to the same or different misconduct, will be considered an additional disciplinary matter. Such matters may lead to the continuation of the disciplinary process up to and including dismissal if previous warnings are disregarded.
- (e) In exceptional cases, suspension from work without pay for up to five days may be considered as an alternative to dismissal (excluding cases of gross misconduct) by the authorized individual responsible for dismissal.

16.8 Period of Warnings

- (a) **Formal Verbal Warning**: A formal verbal warning will typically be disregarded for disciplinary purposes following a period of three months.
- (b) **Written Warning**: A written warning will generally be disregarded for disciplinary purposes after a period of six months.
- (c) **Final Written Warning**: A final written warning will ordinarily be disregarded for disciplinary purposes after a period of twelve months.

17 Grievance Procedure

- (a) If you have a grievance related to any aspect of your employment, it is recommended that you address the matter informally first. Your Statement outlines the appropriate person to whom you should initially raise your grievance. Should you wish to proceed with a formal grievance, it must be submitted in writing.
- (b) LCK ACADEMY aims to address all grievances promptly. A meeting will generally be scheduled within **five working days** of your grievance being raised, allowing you to provide a comprehensive account of your concerns.
- (c) You are entitled to be accompanied by a fellow employee during the grievance meeting. If your grievance concerns the individual specified in your Statement as the initial point of contact, you should escalate it to a more senior member of management, or if that is not feasible, to another manager at the same level.
- (d) Following the meeting, the Manager will provide you with a written decision regarding your grievance. You have the right to appeal this decision.
- (e) To appeal, you must notify LCK ACADEMY in writing within **five working days**. Subsequently, you will be invited to a further meeting, after which you will receive a written notification of the final decision.
- (f) Please be aware that recording any meetings, whether audio or visual, as part of this procedure is prohibited without explicit written authorisation. Unauthorised recording may lead to disciplinary action, which could include dismissal for gross misconduct. For further details regarding grievances, please refer to the Academy's grievance policy.