

# Leave of Absence

# Policy

A model for Schools



Leave of Absence Policy and Guidance  
A Model for Schools

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## **Leave of Absence Policy**

### **1. INTRODUCTION**

This Policy sets out the types of leave of absence which can be requested by staff, including whether it is a statutory entitlement or discretionary and whether it is paid or unpaid. It further explains how staff should request such leave and how decisions will be made.

#### **1.1 Policy Statement**

The Headteacher and Governors will consider all applications for leave of absence in a fair and equitable manner within the framework set out in this policy document.

The Governing Body will ensure that all requests for leave of absence are dealt with sensitively, professionally, speedily and fairly.

#### **1.2 Definitions**

- Discretionary Absence (D)  
This is not an entitlement, but absence is at the discretion of the Headteacher/Governors and each request will be considered on its individual circumstances.
- Statutory Absence (S)  
This is an entitlement under Law or as part of an employee's conditions of service.
- Current employer  
Current employer means continuous employment at an Essex Community School/Voluntary Controlled school(s), or, current service at a Foundation School/Voluntary Aided School.

### **2. SCOPE OF THE PROCEDURE**

The procedure applies to all employees at the school and covers a wide range and type of leave, including where statutory rights exist and where Governors have discretion over approvals.

The procedure is intended for matters affecting people personally.

Requests by the Headteacher for leave of absence must be directed to the Chair of Governors.

Indicated in the following schedule are the maximum levels of absence that Governors will approve in normal circumstances. The Headteacher is authorised to deal with the majority of cases which are unlikely to exceed the stated number of days per year or term, as an immediate decision is often needed, particularly for compassionate reasons.

If a part time member of staff requests leave of absence the maximum days shown should be pro rata.

Where indicated, employee's guidance is available as part of this policy document.

### **3. ROLES & RESPONSIBILITIES**

It is the responsibility of the Governing Body to:

- establish, maintain and monitor relevant policies and procedures;
- ensure that cases are dealt with effectively and fairly;
- ensure governors and staff have appropriate training;
- nominate a governor to deal with cases where a manager would be inappropriate.

It is the responsibility of the headteacher and other managers to:

- promote an open environment, free from harassment, in which everyone is treated fairly and reasonably;
- provide appropriate induction and training;
- ensure all concerns are taken seriously and implement relevant policies and procedures in a timely and reasonable manner;
- manage staff in a fair and professional way;
- provide adequate support in respect of complaints;

It is the responsibility of all staff to:

- make every effort to ensure that appointments are made outside of their working hours. Where this is not possible, leave of absence may be requested.

### **4. PROCEDURE FOR APPLICATIONS**

All applications for leave of absence should be directed to the Headteacher in the first instance regardless of whether he/she has authority to approve such applications.

Applications for leave of absence should be in writing, however, in some circumstances depending on the reason for and duration of the leave requested and with the approval of the Headteacher, a written request may not be necessary.

Employees should give as much notice as possible for any request for leave of absence and where specific notice is required, this is indicated.

## **5. APPEALS**

Any appeal lodged against a decision relating to leave of absence will be heard by the Governing Body Appeals Committee. The employee and chosen representative (normally the representative of a recognised trade union, or some other appropriate person), will have an opportunity to attend any such meeting and to make representation on their behalf.

The Committee's decision will be final.

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
<b>S</b>	<b>Adoption Leave</b>	<p>All eligible employees have a statutory entitlement to 26 weeks ordinary adoption leave and 26 weeks additional adoption leave.</p> <p>Employees who have at least 26 weeks continuous Local Government employment by the week in which they are notified of being matched with a child/children and have notified the HT within 7 days of this notification, are entitled to 52 weeks adoption leave.</p> <p>The school and the employee can agree to undertake up to 10 paid 'Keeping in Touch' Days during the period of absence, this is in addition to regular contact with the school. Payment will be made for actual hours worked on the employee's return to work or last day of service.</p>	<p>52 weeks</p> <p>Eligible employees may receive up to 39 weeks Statutory Adoption Pay and those who have over one year's Local Government service may also be entitled to Contractual Adoption Pay.</p>	Both – subject to qualifying conditions	<p>Requests must be made via the "request for adoption leave" form. (see Family friendly guidance Appendix 1)</p> <p>Employee's guidance available. (see Family friendly guidance Appendix 2 &amp; 3).</p> <p>Guidance available (see Family Friendly Guidance section 1)</p>
<b>S</b>	<b>Antenatal Care</b>	All pregnant employees have a statutory right to reasonable time off work for antenatal care but are encouraged to arrange appointments outside of their working hours wherever possible.	as & when	Paid	Guidance available (See Family Friendly Guidance section 3.2)
<b>D</b>	Fathers to be/partners <i>See also Paternity Leave</i>	In exceptional circumstances, absence with pay may be granted where a father-to-be or partner of an expectant mother is required to provide support. E.g. where there is a medical emergency resulting in a	as & when	Unpaid	

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
	Fathers to be/partners <i>Continued.....</i>	stay in hospital, or a non-routine medical examination.  Requests to attend parent craft classes or routine antenatal classes will be considered against existing leave provisions including annual/flexible leave (where applicable).			
<b>D</b>	<b>Bereavement</b>	May be granted when a request is made due to the bereavement of a relative. Leave will normally be taken at the time of bereavement only.			
<b>D</b>	Close relative	A close relative is defined as a husband, wife, partner, son, daughter, father, mother, father-in-law, mother-in-law, brother or sister.	5 days	Paid	Any further requests for leave for this reason require approval by the GB.
<b>D</b>	Other relatives	Consideration will be given to requests for leave or other relatives eg extended family members	3 days	Paid	
<b>D</b>	<b>Cancer Screening</b>	Routine cancer screening (e.g. cervical cancer screening and breast examinations) should take place outside normal working hours. Where this is not possible, or where the screening is non-routine, leave of absence may be granted for the purpose of attending such appointments.	As and when	Discretionary	
	<b>Career Breaks</b>	An extended period of absence from work, after which the employee intends to return to work. <i>Continued overleaf.....</i>	Up to a maximum of 5 years after date	Unpaid	Manager's guidance available (see page 26)

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
	<p><b>Career Breaks</b> (continued.....)</p>	<p>To be eligible the employee must:</p> <ul style="list-style-type: none"> <li>• Have at least two year's service with their current employer</li> <li>• Have satisfactory performance in all aspects of work.</li> <li>• Have a satisfactory record in relation to attendance, sickness absence and conduct.</li> </ul> <p>The career break scheme is likely to be attractive to employees who wish to take a break for care commitments, either for children or elderly relatives, but this need not be the only reason.</p> <p>An employee needs to satisfy the Headteacher that the reason for the break is justified.</p> <p>It should be noted that a career break will result in a break in continuous service. However, where a career break is taken for reasons connected with caring for children/dependants, the employee is entitled to have previous service taken into account for maternity leave and sick leave purposes (only), as long as the break hasn't exceeded 8 years and the individual <i>Continued overleaf.....)</i></p>	<p>of resignation.</p>		

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
	<b>Career Breaks</b> <i>(continued.....)</i>	hasn't taken up any full time, permanent paid jobs during their break from service.  Reasonable contact must be maintained during the period of absence.			
<b>S &amp; D</b>	<b>Child Care</b> Employees <u>must not</u> claim sick leave to look after sick children.  <i>See also Dependants</i>	It may be necessary for an employee to make arrangements at short notice when their child's normal carer is suddenly taken ill or when normal childcare arrangements are not available due to the child's illness.	2 days per term to make alternative care arrangements.	Paid	Any reasonable requests for further leave to deal with such emergencies will be without pay.
<b>S</b>	<b>Court Appearances</b> As a Witness		20 days	Discretionary	
	As the Accused		10 days		
	As a Juror	Employees are entitled, under National Conditions of Service, to receive paid leave of absence for jury service.	Duration of Service	Paid, less the loss of earnings entitlement under the juror's allowance regulations.	Manager's guidance available & Claim form (see Public Duty Claims page 34)

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
	<b>Criminal Injuries Compensation Board</b>		As required.	Paid	
<b>D</b>	<b>Dental Treatment (urgent)</b>	All dental appointments should where possible be arranged for outside the employee's normal working hours. However, the school recognises that circumstances may make it necessary and unavoidable for an employee to be absent during the school day for dental treatment.	2 days	Paid	Any further requests for leave for this reason require approval by the GB.
<b>S</b>	<b>Dependants</b>	<p>Employees have a right to take a reasonable amount of time off work to deal with certain unexpected or sudden emergencies and make any necessary longer term arrangements. The emergency must involve a dependent of the employee. A dependant is defined, as the employee's parent, wife, husband or partner child, or someone who lives as part of the family, but not the employee's tenant, lodger or boarder. It also includes somebody for whom the employee is the main carer. In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on the employee for assistance. This may be where the employee is the primary carer or is the only person who can help in an emergency.</p> <p>The following are examples of where an employee <i>(Continued overleaf....)</i></p>	The length of leave authorised will depend on individual circumstances, and leave for this reason may be offered in addition to other leave provisions available - see also Child Care, Injury & Illness and Elder Care.	Unpaid	Guidance available (see Family Friendly Guidance Section 6)

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
	<b>Dependants</b> <i>(Continued....)</i>	<p>has a statutory right to request time off:</p> <ul style="list-style-type: none"> <li>• If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically;</li> <li>• When a partner is having a baby;</li> <li>• To make longer term care arrangements for a dependent who is ill or injured;</li> <li>• To deal with the death of a dependant; for example, to make funeral arrangements or to attend a funeral;</li> <li>• To deal with an unexpected disruption or breakdown in care arrangements for a dependant; for example, when the childminder or nurse fails to turn up;</li> <li>• To deal with an incident involving the employee's child during school hours; for example if the child has been involved in a fight or is being suspended from school.</li> </ul>			
<b>S</b>	<b>Disability</b>	The Disability Discrimination Act 1995 provides the right for disabled people to request to work reduced hours if this will enable them to remain in post and it is a reasonable adjustment for the employer.	N/A	N/A	
<b>D</b>	<b>Domestic Crisis</b>	The school recognises that circumstances may make it necessary and unavoidable for an employee to be <i>(Continued overleaf....)</i>	2 days	Paid	Any further requests for leave for this reason

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
	<b>Domestic Crisis</b> (continued)	absent due to domestic crisis (including damage or disruption to property).			require approval by the GB.
<b>S</b>	<b>Elder Care</b> (Also see 'Dependants Leave')	The school will treat requests from carers sympathetically.  In more extended circumstances, it may be necessary to discuss the possibility of a mutually agreed change to reduced working hours and/or a different working pattern to accommodate the need for time away from the workplace (see Flexible Working)	2 days		Any reasonable requests for further leave will be without pay.
<b>D</b>	<b>Elections – Candidates</b>	Employees standing as a candidate at Local or Central Government elections.	1 day on the day of the poll  1 day if the count is carried out on a different day	Unpaid  Unpaid	Authorisation is discretionary depending on operational requirements.
<b>D</b>	<b>Fertility Treatment</b>	Each request will be considered individually in the context of the particular circumstances.	As agreed with Headteacher	Discretionary	
<b>S &amp; D</b>	<b>Flexible Working</b> Flexible working can be requested by any employee but the	Flexible working allows an employee to request a change in their hours of work (including part time and job share), a change to their working times or to request to work from home.	Not applicable	Not applicable	Flexible working requests must be made via form SFW1. (see Family

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	statutory right to request is an entitlement to employees who have a child under 6 years old, or up to age 18 in the case of a disabled child (i.e. a child who is in receipt of a disability living allowance) as well as carers if they care or expect to be caring for an adult (age 18 or over).	<p>Eligible employees must have 26 weeks continuous service with their current employer at the date the request is made.</p> <p>An employee can only make one request in any 12 month period. Therefore, if a request has already been made in relation to a child, another request cannot be made in relation to caring for an adult for a further 12 months.</p> <p style="text-align: center;"><i>See also Elder Care.</i></p>			<p>Friendly Guidance Appendix 6)</p> <p>Guidance available. (see Family Friendly Guidance section 2).</p>
<b>D</b>	<b>Graduation of Child/Partner</b>	Leave to attend graduation ceremony	1 day per year per graduate	Paid	
<b>S</b>	<b>Holiday – Support Staff</b>	Details are set out in the employees contract of employment	The minimum paid annual leave entitlement for a full time worker, is 20 days plus 4 bank holidays (from 1 October 2007), and 20 days plus 8	Paid	All annual leave must be agreed in advance with the Headteacher

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
	<b>Holiday – Support Staff</b> <i>(continued...)</i>		bank holidays from 1 October 2008.		
	<b>Illness/Injury (including urgent hospital treatment)</b>				
<b>D</b>	Immediate Family	This leave is available to an employee whose immediate family member (husband, wife, partner, son, daughter, father, mother) or other dependant suffers an illness or injury.	5 days	Paid	Any further requests for leave for this reason require approval by the GB.
<b>D</b>	Other relatives	Including father-in-law, mother-in-law, brother or sister			
<b>D</b>	Other Illness/injury Cases	Other cases involving illness/injury where an employee can show it to be necessary and unavoidable for leave of absence to be granted will be considered.	3 days	Paid	
<b>D</b>	<b>Interviews</b>	<p>Consideration will be given to the operational requirements of the school and individual circumstance.</p> <p>If an employee is at risk of redundancy, time off will be granted as required to secure alternative employment.</p>	As and when	<p>Discretionary</p> <p>Paid</p>	

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
S	<p><b>Maternity Leave</b></p> <p>Provisions are different for teachers and support staff due to the different terms and conditions of employment.</p>	<p>All pregnant employees have a statutory entitlement to 26 weeks ordinary maternity leave and 26 weeks additional maternity leave regardless of length of service or hours worked.</p> <p>An employee must notify the Headteacher of her pregnancy, her expected week of childbirth (EWC) and the date on which she intends to start her leave, before the end of the 15th week before the EWC (or if that is not reasonably practicable, as soon as it is reasonably practicable).</p> <p>Maternity pay is made up of two separate elements; Statutory Maternity Pay (SMP) and Contractual Maternity Pay (CMP). The qualifying conditions for SMP and CMP are different. This means that whilst an employee may qualify for CMP they may not qualify for SMP and vice versa.</p> <p>Contact must be maintained during maternity leave and an optional 10 'Keeping in Touch' days are available with agreement of the Headteacher and the employee.</p>	52 weeks leave	Paid/Unpaid subject to qualifying conditions	<p>Employee's guidance available (see Family Friendly Guidance Appendix 11 and 12)</p> <p>Guidance available (see Family Friendly Guidance section 3)</p>

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
<b>D</b>	<b>Medical Appointments and Treatment</b>	Wherever possible employees should arrange to attend medical appointments outside of their normal working hours. Where this is not possible, or where emergency treatment is needed, time off may be granted. Requests to attend medical appointments relating to elective surgery will be considered in the light of individual circumstances and the opportunity for the applicant to use annual leave (where applicable) or school closure periods for all or part of the absence.	Subject to the operational needs of the school.	Discretionary	
<b>D</b>	<b>Moving House</b>	Employees should make all efforts to move house outside of their normal working hours. Where this is not possible or where an employee is moving to take up his/her post at the school, sympathetic consideration will be given to granting leave of absence.	1 day – on the day of removal.	Discretionary	
<b>D</b>	<b>Other reasons</b>	The school recognises that employees may on occasion need to take time off for a variety of reasons that do not fall within any of the categories set out within this policy. The Headteacher will give consideration to all requests and will take the following factors into account: <ul style="list-style-type: none"> <li>• The circumstances surrounding the request for leave.</li> </ul> <i>Continued overleaf.....</i>	As and when	Discretionary	

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
	<b>Other reasons</b> <i>(Continued.....)</i>	<ul style="list-style-type: none"> <li>• Where applicable - any outstanding annual leave the employee may have (although having unused annual leave would not rule out leave being granted, especially for compassionate or carers leave);</li> <li>• Any previous requests for leave of absence;</li> <li>• The employee's attendance and absence record.</li> <li>• The number of day's special leave requested.</li> <li>• The employee's employment history, e.g. length of service.</li> <li>• Staff cover arrangements and workload volumes in the workplace.</li> </ul>			
<b>S</b>	<b>Parental Leave</b>  <i>Emergency leave for child care arrangements is covered under the section entitled 'child care'.</i>	<p>The right to parental leave entitles all eligible employees who have completed one year's qualifying service to take a period of unpaid leave to care for each child under 5 (or under 18 in the case of a disabled child). Parental leave is for parents, adoptive parents and guardians to care for their children.</p> <p>To be eligible the employee must meet one of the following criteria:</p> <ul style="list-style-type: none"> <li>• Is the parent of a child born after 15 December 1999 who is under five years old. The right lasts up</li> </ul> <i>(Continued overleaf....)</i>	<p>13 weeks in total for each eligible child.</p> <p>18 weeks in total for each disabled child</p> <p>PLEASE NOTE                      - It is only possible to  <i>(Continued overleaf....)</i></p>	Unpaid	Guidance available (see Family Friendly Guidance section 4)

## Leave of Absence

	Issue	Detail	Maximum days per term (unless stated otherwise)	Paid/Unpaid	Further information
	<p><b>Parental Leave</b> <i>(continued...)</i></p>	<p>to the child's fifth birthday, unless the child is entitled to disability living allowance, where the right is extended up to the child's eighteenth birthday, or</p> <ul style="list-style-type: none"> <li>• Has a child placed for adoption after 15 December 1999. The right lasts for 5 years from the date on which the child is placed for adoption, or until the child's eighteenth birthday, whichever is the sooner, or</li> <li>• Has acquired formal parental responsibility for a child who is under 5 years old, or</li> <li>• Registered as the father on the birth certificate</li> </ul> <p>21 days written notice must be given to the Headteacher specifying the start and end date of requested parental leave. Applications for leave can be postponed for up to six months if 'the operation of the school would be unduly disrupted', except in the case of requests for leave at or around the time of birth or adoption or immediately following statutory/contractual maternity/paternity/adoption leave periods</p>	<p>request parental leave in blocks of one week. It is not permissible to request individual days except for parents of disabled children.</p>		

## Leave of Absence

	Issue	Detail	Maximum Days per term (Unless otherwise stated)	Paid/Unpaid	Further Information
S	<b>Paternity Leave</b>	<p>Paternity leave is available for fathers/partners and adoptive fathers/partners. The paternity leave provisions extend to an adoptive mother or the partner of an adoptive father, who may take paternity leave if the other partner chooses to take any entitlement under the statutory adoption leave provisions.</p> <p>Employees must have 26 weeks continuous service with the current employer by the 15<sup>th</sup> week before the expected week of childbirth, or week of being notified of being matched to a child. Eligible employees who meet the qualifying length of service criteria may be entitled to Statutory Paternity Pay (SPP).</p> <p>Leave must be taken within 56 days (8 weeks) of the actual date of birth of the child or in the case of adoption, 56 days (8 weeks) of the placement date. If the child is born early, leave can be taken within the period from the actual date of birth up to 56 days (8 weeks) after the expected week of childbirth. Individuals must notify the HT of their intent to take paternity leave by the 15<sup>th</sup> week before the expected <i>(Continued overleaf.....)</i></p>	Up to 2 consecutive weeks leave for each pregnancy (regardless of number of babies born or children adopted)	Paid  First week of paternity leave is paid at full pay. Second week of paternity leave is paid at SPP rate.	Requests for Paternity leave must be submitted on the Paternity Leave request form. (see Family Friendly Guidance Appendix 17)  Guidance available (see Family Friendly Guidance section 5).

## Leave of Absence

	Issue	Detail	Maximum Days per term (Unless otherwise stated)	Paid/Unpaid	Further Information
<b>S</b>	<b>Paternity Leave</b> <i>(continued...)</i>	Week of childbirth. In regards to paternity leave for adopted child the individual must give notification within 7 days (unless not reasonably practicable) of being notified by the adoption agency that they have been matched with a child.			
<b>D</b>	<b>Post Entry Learning</b>	Leave may be requested to attend a course of study or training leading to a recognised qualification or a one-off course where it is in the interests of the School.	Various – depends on course requirements and operational needs of the school	Paid/Unpaid depending on course and its benefits to the school	Managers guidance available (see page 28)  Employee guidance available (see page 43)  See also Study Leave (page 22)
<b>D</b>	<b>Professional Bodies – Service on</b>	(e.g. National Joint Council for Local Government Services)	15 days per year	Discretionary	

	Issue	Detail	Maximum Days per term (Unless otherwise stated)	Paid/Unpaid	Further Information
D	<b>Public Bodies – Service on</b>	<ul style="list-style-type: none"> <li>• Justices of the Peace</li> <li>• Members of a Local Authority</li> <li>• Members of a statutory tribunal</li> <li>• Members of a relevant health body e.g. Health Trusts.</li> <li>• Members of a relevant education authority e.g. maintained school or college Governing Body.</li> <li>• Members of a board of visitors for prisons, Remand Centres and Young Offender’s Institutions.</li> <li>• Members of a Police Authority.</li> <li>• Members of General Teaching Council.</li> </ul>	<p>20 days per year</p> <p>In exceptional cases, if an employee is responsible for a greater number of duties, e.g. a chairman of a school GB, up to 26 days may be granted</p>	Paid	
	<b>Religious Observance</b>	<p>The school recognises the importance of religious observance and will attempt to accommodate the needs of the employee, including for example, time away from work during the day for prayer or to accommodate periods of fasting.</p> <p>Employees whose religious duties are not covered by weekends or the current statutory bank holidays may request time off for religious festivals</p>	15 days per year	Unpaid for the purpose of attending special religious Festivals subject to adequate prior notice	

	<b>Issue</b>	<b>Detail</b>	<b>Maximum Days per term (Unless otherwise stated)</b>	<b>Paid/Unpaid</b>	<b>Further Information</b>
<b>D</b>	<b>Reservist Duties</b>	<p>e.g. Territorial Army, Royal Naval Volunteer Reserves.</p> <p><u>Teachers</u> Leave of absence is at the discretion of the Headteacher and due to conditions of service will only be granted in exceptional circumstances.</p> <p><u>Support Staff</u> – Leave of absence for training or voluntary service is at the discretion of the Headteacher.</p>	<p>Due to conditions of service teachers will only be granted leave in exceptional circumstances.</p> <p>Support staff may be granted 2 weeks leave.</p>	Paid	Manager's guidance available (see page 4)
<b>D</b>	<b>Schools/University – seeking for a child</b>	An individual may be required to find schooling or alternative schooling or a university place for their child.	1 day	Unpaid	
<b>D</b>	<b>Sabbaticals</b>	<p>Sabbaticals are often used for periods of full time study or periods of travel, VSO etc.</p> <p>Sabbatical Leave is unpaid, all remuneration, terms and conditions (other than continuous service) cease for the duration of the sabbatical. The employee must agree to keep in regular contact during their sabbatical. The Headteacher will consider requests individually, taking into account the operational needs of the school.</p>	Fixed period as agreed	Unpaid	

	<b>Issue</b>	<b>Detail</b>	<b>Maximum Days per term (Unless otherwise stated)</b>	<b>Paid/Unpaid</b>	<b>Further Information</b>
<b>D</b>	<b>Secondments</b>	<p>A temporary movement of an employee from one organisation to another associated organisation for operational or project purposes. The secondment of staff will be governed by an agreement between all parties involved.</p> <p>Employee will usually be expected to have worked for a period of 12 months before being considered for a secondment. Secondments will not break continuous service.</p>	Normally up to 12 months secondment.	<p>Paid</p> <p>The employer remains the same and Terms and Conditions will be unchanged</p>	<p>Manager's guidance available <b>(see page 38)</b></p>
<b>S</b>	<b>Sick Absence</b>	<p>An employee who is taken sick must contact the school as soon as possible on the first day of absence. Wherever possible contact should be made by telephone and in person, giving an indication of the nature of the illness and its likely duration, any work matter that may need to be attended to during the absence and an indication of whether it is intended to visit the doctor.</p>	According to contractual entitlement	<p>Paid according to statutory and contractual provisions</p>	Refer to School's Sickness Absence Management Policy

	<b>Issue</b>	<b>Detail</b>	<b>Maximum Days per term (Unless otherwise stated)</b>	<b>Paid/Unpaid</b>	<b>Further Information</b>
<b>D</b>	<b>Study Leave</b>	Leave may be requested for periods of study, to prepare for exams. The employee must notify the Headteacher as soon as possible of dates and reasons for leave.	Various	Paid or unpaid depending on the reason for the request and the level of relevance of qualification being studied.	See Post entry Learning (page 18)
<b>S</b>	<b>Trade Union (TU) Activities</b>	Reasonable time off will be granted for recognised TU stewards and TU members to attend official TU meetings.	According to the agreements reached between the employer & the appropriate TU.		
<b>S</b>	<b>Union Officials/Reps (including Union Learning Reps)</b>	Independent trade unions recognised by the school to carry out their activities and undergo relevant training.  Trade union members (of independent trade unions recognised by the school) will have the right to reasonable time off to access the services of a ULR.	Reasonable time off	Paid  Unpaid	

	<b>Issue</b>	<b>Detail</b>	<b>Maximum Days per term (Unless otherwise stated)</b>	<b>Paid/Unpaid</b>	<b>Further Information</b>
<b>D</b>	<b>Weather – Severe Conditions</b>	<p>Where severe weather conditions prevail, e.g. snow or flooding, employees are expected to make every effort to attend work, using alternative modes of transport where possible. Where an employee, as a result of using an alternative form of transport (or where there are severe traffic/weather conditions using their normal mode of transport), arrives at work late and/or has to leave work early, they will be credited with a standard working day.</p> <p>Employees who are genuinely unable to attend work should where possible and with the agreement of the Headteacher work from home or attend an alternative place of work.</p>	N/A	Discretionary	

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## **1. Career Breaks**

A career break is an extended period of unpaid absence from work, after which it is the intention of the school to make every effort to provide re-entry to employment at a mutually agreed time, normally not more than 5 years after the date of resignation. This will be at the equivalent grade, but not necessarily to the same job.

### **1.1. Eligibility – who can take a career break?**

A career break can be requested when a lengthy period away from work is required to, for example, care for a child or children, to care for an elderly or sick relative, to undertake full time education, foreign travel or for some other approved reason. The Headteacher will give all requests serious consideration. To be eligible for a break an employee must have:

- At least two years continuous service with current employer. Current employer means continuous employment at an Essex Community School/VC school(s), or, current service at a Foundation School/Voluntary Aided School
- Satisfactory performance in all aspects of work.
- A satisfactory record in relation to attendance, sickness absence and conduct.

The arrangements are designed for all staff, but in making a decision a Headteacher may also take into account any scarce skills the employee may have which are likely to remain useful to the school in the future. A model letter is provided for your use (see Appendix 1).

### **1.2. Notification**

An employee must put their request in writing to the Headteacher. If a career break is agreed, it will be open to the employee at the appropriate time to resign from his/her post and state the intention to take a career break. Employee guidance is available in Appendix 2.

### **1.3. Length of a career break**

The length of the career break will be agreed in advance between the employee and the Headteacher. The maximum period is 5 years.

### **1.4. Contact**

During the time away from work the following must occur:

- The employee agrees to keep their knowledge of the work up to date. This may include occasional visits to the school, reading reports and other documents, and where agreed and where possible, working for short periods for example to cover staff absence;
- A named contact from the school will keep the employee in touch with school issues.

- Training may be arranged to bring the employee up to date prior to their return to work.

### **1.5. Returning to school after a career break**

The school will make every effort to provide a return to work at the equivalent grade, but not necessarily to the same job.

### **1.6. Not returning to school after a career break**

If the employee decides not to return to school either during or at the end of their career break, they must notify the Head teacher in writing.

### **1.7. Impact on previous service**

There is no entitlement to continuous service during the break. The contract of employment will end when the employee leaves work, and a new contract will be issued when work is resumed. A career break will mean that previous service is lost for the purposes of statutory employment rights such as redundancy payments and protection against unfair dismissal.

#### **1.7.1. Support Staff**

Where an employee returns to local government service following a break for maternity reasons, or reasons concerned with caring for children or other dependants he or she will be entitled to have previous service taken into account in respect of sickness and maternity schemes provided that the break in service does not exceed eight years and that no permanent paid full time employment has intervened.

It is the employee's responsibility to ascertain the affect any career break would have on their pension.

## 2. Post Entry Learning

Although not a frequent occurrence, there will be occasions when staff will request permission to attend either a course of study leading to a recognised qualification or a one-off course that is relatively expensive.

It may be that a member of staff applies for support to attend a training/development activity and you do not feel able to provide financial assistance but would wish to agree to leave of absence with or without pay. The level of assistance that you feel able to agree to, if any, will depend on a number of factors relating to the benefits to the individual and school, cost, cover arrangements and whether other members of staff have the same qualification / previously attended similar events. Employee guidance is available in Appendix 3.

### 2.1. Individual Learning Agreement

Staff requesting permission to attend either a course of study leading to a recognised qualification or a one-off course (other training and development/seminars) that is relatively expensive (in excess of £1,000) should complete Parts 1 and 3 of the “Application for Financial Assistance with Post Entry Learning” form and sign an “Individual Learning Agreement”. See Appendix 4.

An individual learning agreement must be completed for each identifiable stage of a qualification course.

When a decision has been reached regarding the level of support to be given, it should be indicated in Part 3 of The Individual Learning Agreement. If the decision is that support can not be given on this occasion the employee should be advised of the reasons and confirmed in writing.

Also included is a suggested form for individuals to complete which will provide information for those making a decision about release and financial assistance. This form will ask for line managers comments/support as well as details of other staff within the school who hold the same qualification. Not only will this information enable an informed decision but will make it quite clear to those who are granted financial assistance that under certain circumstances all or part of the monies can be required to be repaid to the school.

### 2.2. Financial Assistance

#### *Travel*

Where an employee is authorised to claim for excess travel costs:

<b>Mode of Transport</b>	
Public transport	only fares in excess of the daily cost of their home to work travel may be claimed.

Private car	normal rate of mileage can be claimed, with the deduction of home to work miles. Cars should be shared whenever possible or practicable. The cost of any car parking fees over and above their normal daily expenses may be claimed.
Train	second class rail fares will be paid.

### **2.2.1. Subsistence Allowance**

Claims can only be for actual expenditure incurred up to the allowance adopted by the School Governing Body. All subsistence claims must be supported with receipts, whatever the expenditure.

### **2.2.2. Textbook Allowances**

If the cost of reimbursement has been agreed, employees should seek prior agreement before each individual purchase. Should the employee leave the school within two years of completing the course of study, or leave during the course of study, the cost of the books will be included in the calculation for repayment of financial assistance.

Employees should be encouraged to make use of college libraries, Essex libraries and share resources with other employees wherever possible.

## **2.3. Attendance at College**

Normal procedures for reporting absence and sickness will apply on college days.

An employee on day/half day release, where the college course requires evening attendance in addition to the full/half day attendance, will not be paid for any additional hours to their normal working day.

If attendance is for half a day (e.g. afternoon), employees are expected to attend work during the morning in these circumstances.

### **2.3.1. Part-time employees**

Where a college day (excluding evenings) exceeds the part-timers normal daily hours, time off in lieu (TOIL) or payment at plain time will be made for hours up to a maximum of the standard full time working day. Employees must agree this in advance with the Headteacher.

## **2.4. Leave of Absence for Study/Examination**

Leave of absence for study is available depending on the training undertaken and associated assessment. See tables on the following pages.

<b>Leave of absence for Study/examination Teaching Staff</b>	
<b>First Degree or Equivalent Courses</b>	
First degree or equivalent courses, defined as those courses (including part-time courses) which at the time of the examination are graded in Category 2 of the Further Education Burnham Report, where assessment is based on a single final examination	Absence with pay for study purposes from the beginning of the term in which the final examinations occur.
In the case of those degree or equivalent courses defined as set out above where a "continuous assessment" system is used	Absence with pay for study purposes for up to a maximum of 10 working days immediately preceding annual examinations.
<b>Post Graduate Courses</b>	
Examinations of post graduate standard i.e. where a first degree or equivalent qualification in an appropriate discipline would normally be a pre-requisite for a student taking up the course	Absence with pay for study purposes for up to a maximum of 10 working days immediately preceding final examinations.
Where there is no final examination	Up to a maximum of 10 working days for preparation of assignments and the final thesis.
<b>Non-Degree Equivalent Courses</b>	
Non-degree equivalent courses, defined as those courses which at the time of the examination are graded in Category 3 of the Further Education Burnham Report e.g. Dip Maths Education, Dip Education, Dip Computer Studies	Absence with pay for study purposes for up to a maximum of 10 working days immediately preceding final examinations.
<b>Open University</b> N.B. As only 2 credits are normally taken per year, study leave should not exceed 10 days per year.	Absence with pay for study purposes at the rate of 5 days per credit immediately preceding the examinations. Where the exams fall immediately after half term week, the Governing Body will grant study leave of 2 or 3 days before half term.
<b>Diploma in Reading, Language and the Curriculum</b>	
In addition to a one term full-time secondment, students are required to attend part-time for three terms in order to complete the course. Each of these following components forms part of	Absence with pay for study purposes may, therefore, be divided e.g. by taking three short periods of leave, provided the number of days in total does not exceed the maximum of 10 working

<p>the examinations:</p> <ul style="list-style-type: none"> <li>• One three hour paper</li> <li>• Assessment of course work (for assessments)</li> <li>• Assessment of individual investigations.</li> </ul>	<p>days.</p>
<p><b>Post Graduate Diploma for the Education of the Deaf and Diploma in Special Education (Hearing Impaired)</b></p>	<p>In the case of teachers undertaking either of these in-service courses leave of absence for study purposes for up to a maximum of 20 working days. Leave of absence may also be granted for the purposes of teaching practice at another school if this is a requirement of the course.</p>

**Examination Leave**

Leave of absence with pay for the days on which the examinations take place.

<b><i>Leave of absence for Study/examination Support Staff</i></b>	
<i>Sitting for examinations applicable to Local Government service</i>	Absence with pay for the days on which the examinations take place.
<i>Study leave</i>	<i>Half-day with pay for each examination applicable to Local Government service will be granted for the purpose of final revision preceding the examination.</i>
<i>In some cases, examinations are being replaced by a final project or assignment work, as part of the continuous assessment programme.</i>	<i>Reasonable leave of absence will be granted for such final project work, up to an extent equivalent to the former exam and study leave.</i>

Employees aged 16-18 have special rights to paid time off for study or training. Please refer to the Department for Education and Skills booklet "Time off for Study or Training" for more information available from [www.dfes.gov.uk/tfst](http://www.dfes.gov.uk/tfst).

## **2.5. Payment for resits**

It is usual practice to make a payment for resit fees. This will be reviewed should the employee again not be successful, following one attempt at resitting examinations

## **2.6. Reclaiming of Expense**

On completion of an 'Individual Learning Agreement' the employee agrees to remain in service with the school for a 2-year period post qualification or to repay the financial assistance given. If repayment is necessary, only the cost of the course and associated study materials will be recouped, not the cost of any related accommodation, travel or subsistence.

### **2.6.1. Calculation of the Post-qualification Period**

Most courses are divided up into either years of study or specific stages of qualification.

Where an employee leaves the school within 2 years of having completed a course for which financial assistance was given, each stage of qualification covered by an 'individual learning agreement' will be taken separately when assessing the amount owed. The 2-year qualifying period(s) runs from the completion of each stage of qualification.

The School Governing Body has discretion over how much to reclaim, and will consider each case on its merits, giving consideration to how much the School has benefited from the employee's attendance on the study programme.

However, it is usual practice that, if an employee leaves within 2 years of attending the event, recoupment will be on a pro-rata basis, with the total sum reduced proportionately for each completed month of service since the event.

### **2.6.2. When expenses will not be reclaimed**

Post Entry Learning expenses will not be reclaimed in circumstances due to redundancy, ill-health retirement, disciplinary dismissals or where an employee decides not to return to work following a period of maternity leave.

### **3. Public Duty Claims**

Public Duty claims may be made by all schools. These claims include Union Duties (i.e. designated days/attendance at county meetings) and Court Duties (ie. Justice of the Peace/Jury Service). The system is designed to reimburse schools up to the average daily salary amount for supply and agency staff cover. A claim form and guidance notes can be found in Appendix 5.

#### **3.1. Types of Duty**

The amounts for the types of duties are as follows:

#### **3.2. Union Duty Claims**

These claims will reimburse the school in total for any Supply Cover costs incurred for members of staff attending Union Duties or County Council meetings.

#### **3.3. Jury Service Claims**

The school may submit a claim for the total cost of supply cover, except the first £35 per day. The first £35 a day will be reimbursed by the County Courts Office who will pay it directly to the person on Jury Service.

The Local Authority will calculate the reimbursement based on the supply cover costs minus the initial £35 per day.

#### **3.4. County Court Claims**

As with the Jury Service claims, the County Courts Office reimburses the member of staff £45 per day, the same rule applies to these claims, as Jury Service.

## **4. Reservists**

Reservists are part-time members of the Armed Forces, or ex-members of the Regular Forces with a reserve liability, who are able to boost the capability of Regular Units during military operations.

There are two main pieces of legislation relating to employers and the Volunteer Reserve Forces:

- The Reserve Forces Act 1996 (RFA 96), which provides the powers under which Reservists can be mobilised for full-time service.
- The Reserve Forces (Safeguard of Employment) Act 1985 (SOE 85) which provides protection of employment for those liable to be mobilised and reinstatement for those returning from mobilised service.

### **4.1. Employer Notification**

Employer Notification (EN), introduced on 1 April 2004, is an automatic system whereby the Commanding Officer of a Reservist's Unit may write directly to the employer, on behalf of the Ministry of Defence (MOD).

Anyone who joins the Volunteer Reserve Forces (VRF) or seeks to renew their commitment (re-engage) must give permission for the MOD to contact their employer directly. This system, called 'Employer Notification', is designed to encourage an open, honest relationship between a Reservist and their employer. This should help to minimise possible problems if a Reservist seeks leave for training or in the rare event of compulsory mobilisation.

### **4.2. Training**

The majority of Volunteer Reservists make a minimum training commitment of one evening each week, plus 30 days a year made up of training weekends and one continuous 15-day training period (Annual Camp). Most training takes place outside normal working hours; however, some Reservists ask their employers for additional leave for periods of continuous training.

### **4.3. Leave of training**

For teaching staff, leave for training will only be granted in exceptional circumstances. Support staff will be granted two weeks paid leave for the purpose of training or voluntary service. The school is under no further obligation to grant a request by a Reservist employee for additional paid or unpaid leave.

#### **4.4. Mobilisation**

Whenever Reservists are needed to fulfil their part of the UK's defence strategy, they are 'mobilised' or 'called out'.

Legally, all mobilisation is compulsory, however currently and in most cases the Armed Forces use a process known as intelligent selection to identify Reservists for call out. The process includes dialogue between the Reservist and their employer and the Reservist and their unit to determine whether they are willing and available to be mobilised.

#### **4.5. Notice of compulsory mobilisation**

In the event of compulsory mobilisation, The Reserve Forces Act 1996 (RFA 96) gives no statutory period of notice prior to an issue for mobilisation and the Ministry of Defence is not required to seek your consent. However, wherever possible the Services aim to provide both you and the Reservist with at least 28 days' notice of the date on which the Reservist is required to report for mobilisation.

#### **4.6. Exemption from/Deferral of mobilisation**

In all cases of mobilisation, you have the right to seek exemption from, or deferral of, mobilisation if the Reservist's absence will cause serious harm to the school. If you are applying for an exemption or deferral, it is advisable to inform your employee in advance, and explain your grounds for doing so.

#### **4.7. Financial assistance for employers**

An employee's mobilisation may result in additional costs to the school. New Reserve Forces Regulations, introduced in April 2005, provide a simple and effective scheme for claiming financial assistance to cover the costs of replacing an employee who has been mobilised. In order to claim, you must provide appropriate supporting documentary evidence.

##### **4.7.1. What you can claim for:**

##### **Additional costs (maximum £110 a day) including:**

- overtime if you use other employees to cover the work of the Reservist
- any costs of hiring a temporary replacement that exceed the Reservist's earnings

##### **Non-recurring costs including:**

- agency fees, if you use a recruitment agency or employment agency to find a temporary replacement

- advertising costs, if you place a recruitment advertisement by any medium to find a temporary replacement.

#### **4.8. Reinstatement**

After mobilisation, you are obliged to reinstate a Reservist employee in their old job. This depends on the Reservist applying for reinstatement in due time, and on the continued unchanged existence of the employing organisation. If you cannot reinstate the Reservist in their original role, then you must offer an equivalent position with the same terms and conditions of service.

#### **4.9. Redundancy**

It is against the law to dismiss an employee solely because they have a liability for mobilisation. If you have to make a Reservist redundant, you must be absolutely certain that their liability for mobilisation has no bearing on your decision. Further advice is available in the School's Redundancy Procedure/Link HR Consultant.

## **5. Secondment**

An employee wishing to undertake a secondment must seek the agreement of the Headteacher (or Governing Body if request is from the Headteacher). The secondment of teaching and support staff will be governed by an agreement between parties involved.

It is important that the secondment is viewed flexibly, i.e. no barriers to a part time secondment (less than 37 hours) which could be either as part of a full time substantive post or a part time secondment in its own right. The main criteria being that it meets learning needs and circumstances of the employee as well as those of the school.

It may also be possible to operate a secondment on a rotational basis, where the employee can move to a number of different areas in order to gain maximum development. Although there is no specific time limit for a secondment, 6-12 months is normally the accepted timescale.

### **5.1 Length of service Criteria**

An employee will be expected to have worked for a period of 12 months before being considered for a secondment.

### **5.2 Terms and Conditions**

The terms and conditions attached to a secondment, including the end date, should be agreed in writing prior to commencement. It is the responsibility of all parties to settle any difficulties during the secondment. Where appropriate, an independent person could be included in the negotiations. As a last resort, if the secondment is not working, all parties may agree that the secondment should end.

A model secondment agreement form can be found in Appendix 6, and should be used to set out the terms and conditions governing the secondment.

### **5.3. Benefits of Secondments**

Advantages are to be gained by both the School and the employee.  
For the School:

- Assists in improving employee motivation
- To cover long term sick leave, maternity leave etc
- Supports recruitment and retention initiatives
- Provides a viable alternative to advertising and recruitment of new employees (which clearly has a cost attached to it)
- Encourages employee development
- Develops a multi skilled workforce

- Provides a cost effective way of developing employees

For the Employee:

- Enables employees to develop and broaden their skills, knowledge and competencies
- Increases motivation
- Helps prepare employees to meet the Best Value challenges
- Develops skills and knowledge with 'on the job' work experience
- May assist in enabling career progression
- May provide a temporary alternative to redundancy

#### **5.4. Finance of the Secondment**

The secondee will be paid at the same level as their substantive post, unless the secondment post is paid at a higher level, in which case a suitable salary should be agreed between all parties.

## **APPENDIX 1**

### **Model Career Break Letter**

Dear

#### **Career Break Scheme**

Thank you for your recent letter giving me formal notice that you wish to terminate your employment with.....<school name> School and take advantage of the Career Break Scheme. I confirm that your last day of service will be <last date of service>.

I am pleased to confirm that I am agreeable to you taking a career break, which is anticipated to last until <end date>. During the break you are required to cooperate with arrangements made with you to assist in keeping your knowledge up to date and to maintain contact with the School. I enclose a copy of the Employee Guidance on Career Breaks for your information and retention.

Although no absolute guarantee of a job at the end of the break can be given, the School will make every effort to re-employ you at your current point but not necessarily to the same post.

Your contract of employment will end when you leave the school to commence the break and a new contract will be issued when you start work again.

If you decide during or at the end of your career break not to return to the school, please notify me in writing.

This arrangement is made in good faith and rests upon the willingness of both parties to meet the requirements of the scheme and the circumstances at the time.

Yours sincerely

Headteacher

## **APPENDIX 2**

### **Employee Guidance on Career Breaks**

#### **1. What is a career break?**

A career break is an extended period of unpaid absence from work, after which it is the intention of the School to make every effort to provide re-entry to employment at a mutually agreed time, normally not more than five years after the date of resignation. This will be at the equivalent grade, but not necessarily to the same job.

#### **2. How does it work?**

If your Headteacher (or Chair of Governors in the case of a Headteacher) has agreed to you taking a career break, at the appropriate time you will resign from your post in the normal way.

#### ***During the time you are away from work:***

- 2.1** You agree to keep your knowledge of the work up to date. This may include occasional visits to your place of work, reading reports and other documents which will be sent to you, and if you wish and the work is available, working for short periods, for example to cover staff absence;
- 2.2** Both you and a named contact from your school agree to keep in touch;
- 2.3** Arrangements will be made for any training that may be needed to bring you up to date prior to your return to work, once a date for this has been agreed.

#### **3. Your return to work:**

The School will make every effort to provide a return to work at the equivalent grade, but not necessarily to the same job.

#### **4. Who can take a career break?**

You can request a career break if you require a lengthy period away from work to for example, care for your child or children, to care for an elderly or sick relative, to undertake full time education, foreign travel or for some other approved reason. You must satisfy your Headteacher about the reason for the break.

The arrangements are designed for all staff, but in making a decision the Headteacher/Chair of Governors may also take into account if you have skills that are in short supply and which are likely to remain that way in the future.

To be eligible for a break you must have at least two years' service with your current employer, have satisfactory performance in all aspects of your work and have a satisfactory record in relation to attendance, sickness absence and conduct.

#### **5. How long can the break?**

The length of your career break will be agreed in advance between you and your Headteacher/Chair of Governors. The normal maximum is 5 years.

#### **6. What about my previous service?**

There is no entitlement to continuous service during the break. Your contract of employment will end when you leave work, and a new contract will be issued when you start work again.

If the career break is for maternity reasons, or reasons concerned with caring for children or other dependants, previous service will count for entitlement to annual leave, sick pay, maternity leave and notice periods, provided that you have not had any permanent full time job during the break, otherwise such rights built up as a consequence of such previous service will be lost as a result of the break. In all cases, the career break will mean that such previous service is lost too for the purposes of statutory employment rights such as redundancy payments.

Before you start the break, you should ask either the LGS Pensions Team or Teachers Pensions what effect the break will have on your pension entitlement.

#### **7. What do I do next?**

If you are interested you should discuss the possibility of a career break with your Headteacher/Chair of Governors.

## **APPENDIX 3**

### **Post entry learning Guidance for employees**

#### **1. Introduction**

This School supports the provision of Post Entry Learning (PEL) for its employees and encourages them to undertake approved courses of study and training where it is in the interests of the School.

The level of support that can be offered to individuals will be dependent on a number of factors such as:

- Benefits to the school and individual
- Cost of attendance including any cover arrangements
- Availability of cover
- Other staff within the school who have similar qualifications/attended similar courses
- Previous support for personal development
- Recommendation of line manager

It may be that after due consideration the Governing Body/Headteacher is unable to offer any level of support on a particular occasion.

#### **2. Application for Financial Assistance with Post Entry Learning**

Application forms to seek approval for financial assistance with post entry learning are available in the School's Leave of Absence Policy.

The employee should complete Parts 1 and 3 of the form and pass it to their line manager for completion of Part 2. The completed form should then be passed to the Headteacher for consideration and determination.

#### **3. Travel Arrangements - Public Transport/Private Car Mileage**

If an employee is authorised to claim for excess travel costs and uses public transport, only fares in excess of the daily cost of their home to work travel may be claimed.

If travel by train is necessary, second class rail fares will be paid.

If using a private car the normal rate of mileage can be claimed, with the deduction of home to work miles.

Cars should be shared whenever possible or practicable. The cost of any car parking fees over and above your normal daily expenses may be claimed.

#### **4. Subsistence Allowances**

Claims can only be for actual expenditure incurred up to the allowance adopted by the School Governing Body. All subsistence claims must be supported with receipts, whatever the expenditure. The current rates applicable should be confirmed with staff in the school office.

#### **5. Textbook Allowances**

Requirements will vary depending on the nature of the course. However, if the cost of reimbursement has been agreed, employees should seek prior agreement before each individual purchase. Should the employee leave the school within two years of completing the course of study, or leave during the course of study, the cost of the books will be included in the calculation for repayment of financial assistance.

Employees should make use of college libraries, Essex libraries and share resources with other employees wherever possible.

#### **6 Attendance at College**

Normal procedures for reporting absence and sickness will apply on college days.

An employee on day/half day release, where the college course requires evening attendance in addition to the full/half day attendance, will not be paid for any additional hours to their normal working day.

If attendance is for half a day (e.g. afternoon), employees are expected to attend work during the morning in these circumstances.

##### **Part-time employees**

Where a college day (excluding evenings) exceeds the part-timers normal daily hours, time off in lieu (TOIL) or payment at plain time will be made for hours up to a maximum of the standard full time working day. Employees must agree this in advance with the Headteacher.

#### **7. Leave of Absence**

Leave of absence for study is available depending on the training undertaken and associated assessment. Further details are available from your Head teacher.

Leave of absence with pay for the days on which examinations take place is available.

## **8 Payment for resits**

It is usual practice to make a payment for resit fees. This will be reviewed should the employee again not be successful, following one attempt at resitting examinations.

## **9 Reclaiming of PEL Expenses**

Every employee who embarks on a course of study for which financial assistance is given will complete an 'Individual Learning Agreement'. On completion of this the employee agrees to remain in service with the school for a 2-year period post qualification or to repay the financial assistance given.

### **9.1 *Calculation of the Post-qualification Period***

Most courses are divided up into either years of study or specific stages of qualification. A new 'individual learning agreement' will be completed for each identifiable stage of a qualification course.

Where an employee leaves the school within 2 years of having completed a course for which financial assistance was given, each stage of qualification covered by an 'individual learning agreement' will be taken separately when assessing the amount owed. The 2-year qualifying period(s) runs from the completion of each stage of qualification.

The School Governing Body has discretion over how much to reclaim, and will consider each case on its merits, giving consideration to how much the School has benefited from the employee's attendance on the study programme.

However, it is usual practice that, if an employee leaves within 2 years of attending the event, recoupment will be on a pro-rata basis, with the total sum reduced proportionately for each completed month of service since the event.

### **9.2 Redundancy and other leavers**

PEL expenses will not be reclaimed in circumstances due to redundancy, ill-health retirement, disciplinary dismissals or where an employee decides not to return to work following a period of maternity leave.

### **9.3 Expenses to be reclaimed**

Only the cost of the course and associated study materials will be recouped, not the cost of any related accommodation, travel or subsistence.

## **10 Other Training and Development, Seminars and Short Expensive Courses**

In certain circumstances, it may be appropriate for the same guidelines to be applied to short specialist courses.

Where the cost of a programme is in excess of £1,000 the form 'Individual Learning Agreement' will be completed.

## APPENDIX 4

### APPLICATION FOR FINANCIAL ASSISTANCE WITH POST-ENTRY LEARNING

#### PART ONE – to be completed by the employee

##### Personal Details

Name	
Job Title & Grade	
Employment Commenced with Governing Body	
Present Post Commenced	

##### Qualification/Programme of Study Details

Title of Qualification/Programme of Study	
Stage/Level	
Provider/ College	
Proposed Date of Commencement	
Method of Study ( <i>eg part day release, day release, full-time study</i> )	
If day release, please state day	

##### Supporting Information

Vocational qualifications already received		
Details	Date achieved	Funded by School Governing Body
		Yes/No
		Yes/No
		Yes/No

Please advise how you consider the achievement of this qualification will benefit:

You:

--

**The School:**

--

**PART TWO – to be completed by the Line Manager**

**Supporting Information**

<b>Please detail other staff within the school who hold this qualification:</b>	
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	

<b>Please provide any additional comments in support of this application:</b>

<b>Signed</b>		<b>Date</b>	
<b>Name</b>			

**PART THREE – Individual Learning Agreement**

<b>I apply for support to undertake the qualification as detailed below:</b>	
<b>Title of qualification/programme of study</b>	
<b>Stage/level</b>	
<b>Provider/College</b>	
<b>Proposed date of commencement</b>	
<b>Expected completion date</b>	
<b>Method of study</b>	

a)	Fees	
	Course/study fees including registration and examination fees	£
	Books/equipment	£
	Travelling per year (please estimate)	£
	Subsistence (please estimate)	£
	Other	£
b)	Release from the workplace as detailed above to undertake the study programme and sit relevant examinations as appropriate	

I understand that if I were to:	
i)	fail to sit for an examination or submit a piece/pieces of work for an assessment
	and/or
ii)	fail to show satisfactory progress in my course of study
	and/or
iii)	discontinue the course of study
without good reason, following a review the School Governing Body may withdraw financial assistance detailed in Section (a) above and withdraw the facility for release from the workplace as detailed in Section (b) above. I understand that also as a result of this review, I may be asked to repay all or part of the financial assistance received, as detailed in Section (a) above.	
I understand the continuation of support under (a) and (b) above, whether for a second or succeeding stage of study or for a second attempt at an examination	

or assessment, will be granted only if I have passed the appropriate examination or assessment or have otherwise made satisfactory progress in my studies.

I understand that should I leave the employ of the School Governing Body before completing the whole or defined part of the qualification, I will be required to repay all or part of the financial assistance received as detailed at Section (a) above.

I understand that signing this individual learning agreement requires me to remain in the service of the .....School Governing Body for a period of 2 years from the date on which I complete the programme of study/obtain the qualification. I understand that if I do not comply with this requirement, I will be required to repay all or part of the financial assistance received, as detailed in Section (a) above.

<b>Signed</b> (Employee)		Date	
<b>Name</b>			
<b>Signed</b> (on behalf of school governing body)		Date	
<b>Name</b>			

**Approval given to financial support as detailed above for those items ticked below\*:**

Fees		Textbooks		
Leave of Absence		Travel costs		
Subsistence costs				

(\*please tick those that apply)

## **APPENDIX 5**

### **PUBLIC DUTIES CLAIMS – SUMMARY**

1. Member of staff goes on Jury Service/Magistrate/JP Duty
2. Member of staff received “loss of earnings” claim form from County Court
3. Loss of earnings form completed and authorised by school
4. Loss of earnings form sent to payroll
5. Amount on form deducted from employee’s salary, but not from school
6. Loss of earnings form sent back to County Court
7. Employee receives a tax-free cheque from the Court to cover loss of earnings
8. School sends Public Duties claim form to Yvonne Norman, Human Resources, Business Support. County Hall, Chelmsford.
9. School is credited back a the appropriate rate for supply cover costs

**Public Duties Claims**

School Name \_\_\_\_\_ Cost Code \_\_\_\_\_

**Union Duties**

This covers any Union meetings or official County Council Meetings.

Name of Employee \_\_\_\_\_ Union Name \_\_\_\_\_

Dates and details of any meetings during this claim period \_\_\_\_\_

Actual Cost of Supply Cover for \_\_\_\_\_ (please enter month of claim)

£ \_\_\_\_\_

**Jury Service**

This covers any members of staff attending Jury Service.

Name of Employee \_\_\_\_\_

Details and Dates \_\_\_\_\_

No. of Days/Hours \_\_\_\_\_

Actual cost of Supply Cover for \_\_\_\_\_ (please enter month of claim)

£ \_\_\_\_\_

**County Court Meetings**

This covers any member of staff attending Court Meetings such as Magistrate's Duties or Justice of the Peace.

Name of Employee \_\_\_\_\_

Details and Dates \_\_\_\_\_

No. of Days \_\_\_\_\_

Actual Cost of Supply Cover for \_\_\_\_\_ (please enter month of claim)

£ \_\_\_\_\_

**Payment Details**

Please credit our school with the total amount claimed for this month by: (please tick)

BACS Payment

Journal Transfer

## APPENDIX 6

### Sample Secondment Agreement

**AGREEMENT BETWEEN THE GOVERNING BODY AND HEADTEACHER OF THE.....  
SCHOOL AND THE GOVERNING BODY AND HEADTEACHER OF THE .....  
SCHOOL**

Secondment of Teaching/Support staff to:.....  
(State reason)

1. This agreement sets out the terms and conditions governing the secondment of the member of staff. The details are as follows:
  - a. Name of member of staff:.....
  - b. Current employment position:.....
  - c. Salary Grade/Allowance:.....
  - d. Period of secondment:.....

The Governing Body and Headteacher of the.....  
School agree to:

- a. Release the member of staff for the period of secondment;
  - b. Reinstatement the member of staff to their previous post immediately following the period of secondment (or to another post if agreed between the member of staff and the Governing Body and the Headteacher); and
  - c. Meet the salary and associated costs for the member of staff except those attributable to the period of secondment.
3. The Governing Body and Headteacher of the.....  
School agrees to:
- a. Accept responsibility for the management of the member of staff during the period of secondment; and
  - b. Meet the salary and associated arising during the period of secondment

That in the event of foreshortening the period of secondment will consult the Governing Body and the Headteacher of.....School

before instructing the member of staff to return to the school. In any event the Governing Body and Headteacher of .....School will give one month's notice to the Governing Body and the Headteacher of the return of the member of staff or make a payment of one month's salary to the school's budget in lieu of notice.

School 1

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*(Chair of Governors)*

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*(Headteacher)*

School \_\_\_\_\_

School 2

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*(Chair of Governors)*

Signed \_\_\_\_\_ Date \_\_\_\_\_  
*(Headteacher)*

School \_\_\_\_\_

**For further information, additional copies of this document or to pass on your comments, please contact:**

**By telephone:**

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HR Consultant, Schools HR Advisory Team on  
01245 436837 or ednet 30837

**By email:**

[michelle.spicer@essexcc.gov.uk](mailto:michelle.spicer@essexcc.gov.uk)

**By post:**

Essex County Council  
Human Resource Service  
HR Schools Team  
County Hall, Chelmsford CM2 6WN

**Essex County Council – making Essex a better place to live and work**

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