

HASSENBROOK SCHOOL Specialist Technology College



LEAVE OF ABSENCE MANAGERS GUIDANCE

**Leave of Absence – Managers’ Guidance
A Model for Schools**

The Managers’ Guidance has been re-formatted and is now a separate document to the Policy.

The changes in this guidance document are detailed below –

Item No.	Heading	Change details
Part 1, Section 2	Time Off To Train – Managers Guidance	New statutory right to request time off to train
Part 2. Section 2	Time Off To Train – Employees Guidance	New statutory right to request time off to train
Appendix 6	Time Off to Train Request Form	New form in accordance with the new statutory right.

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Essex County Council HR Schools Team, August 2007

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Part 1 Managers guidance

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 career break an employee must have:

- At least two years continuous service with the current employer. Current employer means continuous employment at an Essex Community School/VC (Voluntarily Controlled 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 Part 4, Section 2, 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. The employee must comply with the notice periods and the notification procedure contained within their contract of employment.

1.7. Impact on previous service

There is no entitlement to continuous service during the career 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.

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.

1.8 Impact on pension

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

2. Time Off To Train

2.1 Introduction

From 6 April 2010, the right to request time off to train will apply to all employees in businesses with 250 employees or more.

Employees' requests can be to undertake accredited programmes leading to a qualification, or for unaccredited training to help them develop specific skills relevant to their job, workplace or business. While employee requests may involve agreeing time away from their duties, the primary focus of the new right is about agreeing relevant training with your staff.

Headteachers/Line Managers are required to consider any requests and respond within a set timeframe. You can turn down requests when you have a good business reason to do so, including where you do not believe the training will help improve their effectiveness and the overall performance of the school. Any appeal against a decision for time off to train will be heard by the Governing Body.

Please note, where an employee makes an application for financial assistance for Post Entry Learning, you should also read item 3 - Post Entry Learning of the Leave of Absence Guidance in conjunction with this procedure. In this situation, an individual learning agreement must be agreed and signed by the employee and the Governing Body.

2.2 Eligibility Criteria

To make a request for time to train an individual must:

- be an employee
- have at least 26 continuous service on the date they make their request

The following groups do not have the right to request time to train, however you can consider requests from them if you so wish:

- agency workers
- young people of compulsory school age
- young people who already have a statutory right to paid time off to undertake study or training (s.63A of Employment Rights Act 1996)

- 16 or 17 year olds who are already under a duty to participate in education or training as a result of Part 1 of the Education and Skills Act 2008
- 18 year olds who are treated as if Part 1 of the Education and Skills Act 2008 applies to them

3. What Type Of Training An Employee Can Request

Employees can make requests to undertake any training which they believe will improve their effectiveness and the overall performance of the school.

Employees can request training that is delivered in whichever way they believe is most appropriate and effective. E.g., they might request training which would be:

- undertaken on the school premises or elsewhere, including the employee's home;
- delivered whilst they are performing their employment duties or separately;
- provided or supervised by the school, a local college or training provider;
- undertaken without supervision.

There is no limit on the amount of time or the amount of study or training that an employee can request. Employees can ask to undertake more than one piece of training in a single request for time to train.

3.1 Payment for Time Spent Training

Employees do not have the right to be paid for the time spent training when you agree to their request. However, you may agree to this recognising the value of the investment.

It may be that you agree to their request for time to train, and reach agreement with the employee that they will work flexibly to make up the time spent training, or that they will take unpaid time off to train.

4. Information Employees Must Include In Their Request

The employee must submit their request by completing the 'Time off to Train Request Form' – Appendix 6. This form is available on the Schools Infolink.

4.1 Frequency of Requests

You are only required to consider one request from an employee in any 12 month period unless the employee has requested that you ignore an earlier request.

If an employee submits more than one request in a 12 month period, you should inform them within 28 days if you do not intend to consider it.

4.2 Invalid Requests and Withdrawals

If you consider an employee's request to be invalid because it does not include all of the necessary information, you should notify the employee within 28 days. You must also inform them of the reason why you consider the application is invalid. The employee may then revise and resubmit their request.

4.3 Withdrawal of A Request By An Employee

An employee may withdraw a request at any time before you have notified them of your decision. They can notify you orally or in writing. If you do not receive written notification from the employee that their request is withdrawn, you must confirm the withdrawal of the application to the employee in writing. If an employee withdraws a request, it will still count as a request that you have received.

4.4 Ignoring Earlier Requests

There are three circumstances in which the employee, having submitted a further request, may ask you to ignore an earlier request submitted within the last 12 months. These are:

- where the employee notifies you that they mistakenly submitted an earlier request before 12 months elapsed and they wish to withdraw the earlier application;
- where the employee did not undertake training that was agreed following a request because the training was cancelled, unless this was due to their own conduct in relation to the training;
- where the employee failed to start training that was agreed as part of a request because of some unforeseen circumstance beyond their control.

In these circumstances, you must ignore the fact that the employee submitted an earlier application, and consider their present request.

5. Timescales

Within 28 days of receiving a valid request you must either:

- accept the request on the basis of the information set out in the individual's request and inform the employee of your decision in writing; or
- meet with the employee to discuss their request, then within 14 days of that meeting, you must inform the employee of your decision in writing

If the line manager/headteacher who would normally deal with the request is absent from work on the day the application is received, the 28 day period will begin on the day that line manager/headteacher returns to work.

The timescales for holding meetings and issuing notices of decisions on applications and appeals can be extended by agreement with the employee. Such an agreement must be recorded in writing and a copy given to the employee. The record of agreement to extend these timescales must:

- specify what period the extension relates to;
- specify the date on which the extension is to end;
- be dated.

6. Requesting Additional Information

If you have received a valid request but you need additional information before you can give the request proper consideration, you can ask the employee to provide additional information.

If the employee refuses to provide you with additional information, you can treat their request as withdrawn. To do this, you must inform the individual in writing that you consider their request to be withdrawn.

7. Considering Whether to Accept or Reject a Request

There may be cases where you are content to accept the request, but think the training need can be met in a different way e.g., you may be aware of different courses or qualifications that you believe would better meet the training need. In such cases, you will need to discuss the employee's request with them before reaching your final decision and confirming it in writing to the employee.

Once the training method has been agreed you will need to consider how the costs of the training will be met. You do not have to pay for training, but you may choose to do so.

You may only refuse an employee's request for one of the following business reasons:

- the training would not improve the employee's effectiveness in the school;
- the training would not improve the overall performance of your school;
- the burden of additional costs;
- agreeing to the request would have a detrimental effect on the ability to meet the operational needs of the school;
- you would be unable to reorganise work among existing staff;
- you would be unable to recruit additional staff;
- agreeing to the request would have a detrimental impact on quality;
- agreeing to the request would have a detrimental impact on performance;
- there are planned structural changes during the training period.

7.1 Meeting an Employee to Discuss their Request

The employee has a statutory right to be accompanied at a meeting by a work colleague of their choosing e.g., a union learning representative. You may allow an employee to be accompanied by someone who does not work for you, e.g., if the employee has special needs. The companion can address the meeting and confer with the employee during it, but may not answer questions independently of the employee.

If the companion is unable to attend the meeting, the employee can ask you to rearrange the meeting. The time the employee proposes must be convenient for all attendees, and should take place within 7 days of the date originally proposed for the meeting.

7.2 If the Employee Fails To Attend the Meeting

If the employee more than once fails to attend a meeting or an appeal meeting without reasonable cause, you can treat the request as withdrawn. You should confirm in writing that the application is withdrawn.

8. Communicating the Decision

Once you have considered your employee's request and reached a decision, you should confirm that decision to the employee in writing.

You must confirm the details of your agreement to an employee's request in writing, including the following details:

- the subject of the training;
- where and when you expect that it will take place, and over what period;
- who will provide or supervise the training;
- what qualification (if any) the training will lead to the award of;
- how the training time will be taken, e.g. whether it will be paid, unpaid, or whether the employee will work flexibly whilst undertaking the training;
- how the costs of the training will be met.

An employee might request more than one type of training at once. You could decide to agree to part of the application and refuse another part. The decision notice must include the information above and make clear which part of the application you agree to and which part you refuse.

8.1 Where You and Your Employee Agree A Different Training Need

As a result of your discussions, you might reach an agreement with the employee to meet their training need in a different way. Your written notification should confirm the details of that agreement, including written evidence of the employee's agreement to it.

8.2 Later Withdrawal of Agreement

You might agree to an employee's request, but foresee circumstances in which you may need to later withdraw that agreement. In such cases, you should agree with the employee the circumstances in which you will withdraw your agreement. You should also confirm this in writing to the employee as part of your written acceptance of their request.

8.3 Notifying an Employee That You Have Rejected Their Request

If you decide that you cannot accommodate an employee's request, you must inform them of your decision in writing, setting out:

- which of the business reasons you are turning down their request for;
- why the business reason, or reasons, apply in their circumstances;
- the appeal procedure;
- the date of the notice.

9. Internal Appeals Process

An employee can appeal to the Governing Body against the decision. They must make their appeal in writing within 14 days of receiving your written notice refusing their request or part of their request.

The appeal notice must be dated and must set out their grounds for making the appeal. An employee might appeal because they want to either:

- challenge a fact you gave to explain why the business reason applies;
- bring to your attention something you weren't aware of when you rejected the application, e.g. another member of staff is now willing to cover the hours the employee wishes to train.

There are no restrictions on the grounds for this appeal.

You must act within 14 days of receiving the employee's appeal notice. If you decide to accept the appeal, you should write to the employee setting out the same information as is required when accepting an initial request.

9.1 Arranging an Appeal Meeting

An appeal meeting must be held within 14 days of the date you received the employee's appeal notice. The appeal should be heard by the Governing Body. The principles on the employee's right to be accompanied at the meeting and what happens if the employee fails to attend are the same as for the initial meeting.

9.2 Notifying an Employee of Your Decision

The Governing Body must inform the employee of the outcome of their appeal in writing within 14 days of the date of the meeting.

If it is decided to accept the employee's request, you must provide them with written notification. If the decision is still to refuse the request, you must send the employee a dated, written notification including:

- the grounds for your decision
- why the grounds apply in their circumstances

The time limit for arranging an appeal meeting or notifying the employee of your decision on the appeal can be extended with the employees consent.

9.3 Dealing with Unresolved Requests

There may be occasions where an employee is not satisfied with the way that you have dealt with their application, even after an appeal.

9.4 Informal Resolution

You should first try to resolve any problems informally e.g, if a manager misses a deadline to respond to an employee's request, you should tell them to deal with the application as quickly as possible to discourage the employee from taking more formal action.

9.5 Internal Grievance Procedure

If the issue is still unresolved, the employee may use the schools grievance procedure.

10. Tribunal Claims

If all other methods have failed, the employee may feel that a complaint to an employment tribunal is necessary. An employee may only make a complaint to an employment tribunal where either:

- your decision to reject an application was based on incorrect facts (although this issue should first be covered in the appeal meeting);
- you didn't follow the correct procedure, e.g. you didn't hold the meeting to discuss the request within the correct timescale or you didn't provide a

complete and proper explanation to the employee of your decision to refuse their request.

An employee cannot make a complaint because they simply disagree with the business grounds you have given.

The Employment Tribunal does not have power to question your business reasons, although it can examine the facts on which the business reason was based to see if they are factually correct. However, if a case is brought jointly with other legislation, e.g. Sex Discrimination Act 1975 or other discrimination legislation, an Employment Tribunal may examine how the request was considered.

10.1 Remedies and Compensation

An Employment Tribunal can order you to:

- pay an award to the employee
- reconsider the request by following the procedure correctly

The Employment Tribunal can order you to do either or both of these things. The maximum level of compensation is eight weeks' pay although there is a statutory cap on the amount of a week's pay.

There is a separate award of up to two weeks' pay if you did not allow the employee to be accompanied at a meeting.

10.2 Employment Protection

You must not treat an employee detrimentally or dismiss them for a reason relating to their request. In addition, you should note that rejecting a request could give rise to a discrimination claim.

Employees are protected from suffering a detriment or being dismissed because:

- they made or proposed to make a request for time to train;
- they exercised a right under the time to train procedure;
- they have made or have stated their intent to make a complaint to an Employment Tribunal in respect of a request;

- they exercised, or sought to exercise, their right to be accompanied at a meeting to discuss their request or be accompanied by another employee to such a meeting.

A detriment is where you act or deliberately fail to act in a way that results in unfair treatment of the employee, e.g. where you fail to offer them promotion, facilities or training opportunities that you would otherwise have offered or made available to them. Employees who suffer a detriment or are dismissed in these circumstances may make a complaint to an Employment Tribunal.

10.3 Discrimination

In some circumstances, rejecting an employee's request could open up the possibility of a claim for discrimination on grounds of sex, race, religion or belief, sexual orientation, disability or age.

10.4 Less Favourable Treatment of Part-Time Workers and Employees on Fixed-Term Contracts

You must not treat a part-time worker or an employee on a fixed-term contract less favourably than a comparable full-time worker or permanent employee unless that treatment is justified by objective business grounds.

3. Post Entry Learning

Although not a frequent occurrence, there will be occasions when employees 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 an employee 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 employees have the same qualification / previously attended similar events. Employee guidance is available in Part 4, Section 2.

3.1. Individual learning agreement

Employees 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”.

An individual learning agreement (Part 3) 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 employees 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 employees 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.

3.2 Financial assistance

Travel

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

Mode of Transport	
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.

3.2.1. 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.

3.2.2. 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.

3.3. 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.

3.3.1. 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.

3.4. 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.

Leave of absence for study/examination

Teaching staff	
First degree or equivalent courses	
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.
Post graduate courses	
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.
Non-degree equivalent courses	
Non-degree equivalent courses, defined as those courses	Absence with pay for study purposes for up to a maximum

<p>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</p>	<p>of 10 working days immediately preceding final examinations.</p>
<p>Open University</p>	
<p>N.B. As only 2 credits are normally taken per year, study leave should not exceed 10 days per year.</p>	<p>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.</p>
<p>Diploma in reading, language and the curriculum</p>	
<p>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 the examinations:</p> <ul style="list-style-type: none"> • One three hour paper • Assessment of course work (for assessments) • Assessment of individual investigations. 	<p>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 days.</p>
<p>Post graduate diploma for the education of the deaf and diploma in special education (hearing impaired)</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.</p> <p>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.

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

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.

3.5. 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

3.6. 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.

3.6.1. 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.

3.6.2. 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.

4. 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.

See public duty claims procedure (Appendix 2) and claims form (Appendix 3).

4.1. Types of duty

The amounts for the types of duties are as follows:

4.2. 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.

The daily rate is £170 (amount correct as at date of this policy)

4.3. Jury service claims

The school may submit a claim for the total cost of supply cover and any additional costs that have been incurred. The court reimburses the employee per day of attendance at jury service. For current allowance rates, please see www.hmcourts-service.gov.uk.

4.4. County court claims

The school can claim for the daily rate of the employee's rate of pay. The county court reimburses the employee £45 per day (amount correct as at date of this policy)

4.5. County councillors

The school can claim for the individuals carrying out duties as a county councillor. The daily rate is £170 (amount correct as at date of this policy). The amount of days taken by the individual will be agreed by the school.

5. 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. Volunteer Reservists engage for a period of 3 years at the end of which they need to re-engage if they wish to remain members of the Voluntary Reserve Force.

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.

5.1. 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.

5.2. 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.

5.3. Leave for 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.

5.4. 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.

5.5. 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.

5.6. 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.

5.7. Financial assistance for employers

An employee's mobilisation may result in additional costs to the school. The Reserve Forces (call out and recall) (financial assistance) 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.

5.7.1. 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.

5.8. Reinstatement/return to work

After mobilisation, you are obliged to reinstate a reservist employee in the post they held before their reservist deployment. 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.

5.9. 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 and from the Link HR Consultant.

SABRE (Supporting Britain's Reservists & Employers) provides useful information about employing reservists.

6. Secondments

An employee wishing to undertake a secondment must seek the agreement of the Headteacher (or Governing Body if the 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 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.

6.1 Length of service criteria

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

6.2 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 1, and should be used to set out the terms and conditions governing the secondment.

6.3. 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
- Develops skills and knowledge with 'on the job' work experience
- May assist in enabling career progression
- May provide a temporary alternative to redundancy

6.4. 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 an appropriate salary should be agreed between all parties.

Part 2 – Employee guidance

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.

2.1 During the time you are away from work

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;

Both you and a named contact from your school agree to keep in touch;

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 be?

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 career 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.

Time Off To Train

1. Introduction

From 6 April 2010, the right to request time off to train will apply to all employees in organisations with 250 or more.

You can request time off to train to undertake accredited programmes leading to a qualification, or for unaccredited training to help you develop specific skills relevant to your job, or workplace. While your request may involve agreeing time away from your duties, the primary focus of the new right is about agreeing relevant training with your Headteacher.

Headteachers are required to consider any requests and respond within a set timeframe. They can turn down a request when they have a good business reason to do so, including where they do not believe the training will help you to improve your effectiveness and the school's overall performance. You have the right of appeal to the Governing Body.

If you make an application for financial assistance for Post Entry Learning, you should also read item the Post Entry Learning section of the Leave of Absence – Employees Guidance.

2. Eligibility Criteria

To make a request for time to train you must:

- be an employee; and
- have at least 26 weeks continuous service on the date you make your request

3. What Type of Training You Can Request

You can make a request to undertake any training which you believe will improve your effectiveness in your role and the school's overall performance.

You can request training that is delivered in whichever way you believe is most appropriate and effective. E.g., you might request training which would be:

- undertaken on the school premises or elsewhere,
- delivered whilst you are performing your employment duties or separately;
- provided or supervised by the school, a local college or training provider;
- undertaken without supervision.

There is no limit on the amount of time or the amount of training that you can request. You can ask to undertake more than one piece of training in a single request.

3.1 Payment for Time Spent Training

You do not have the right to be paid for the time spent training. However, your Headteacher may agree to this.

Your Headteacher may agree to your request and reach agreement with you that you will work flexibly to make up the time spent training, or that you will take unpaid time off.

4. Information You Must Include In Your Request

You must submit your request by completing the 'Time off to Train Request Form' – Appendix 6. This form is available on the HR Schools Infolink.

4.1 Frequency of Requests

The Headteacher is only required to consider one request from you in any 12 month period unless you have requested that an earlier request is ignored. If you submit more than one request in a 12 month period, the Headteacher will inform you within 28 days if they do not intend to consider it.

4.2 Invalid Requests and Withdrawals

If the Headteacher considers your request to be invalid because it does not include all of the necessary information, they will notify you within 28 days. They will also inform you of the reason why they consider the application is invalid. You may then revise and resubmit your request.

4.3 Withdrawal of a Request

You may withdraw a request at any time before the Headteacher has notified you of your decision. You can notify the Headteacher orally or in writing. If the Headteacher does not receive written notification from you that your request is withdrawn, the Headteacher will confirm the withdrawal of the application to you in writing. If you withdraw a request, it will still count as a request that has been sent.

4.4 Ignoring Earlier Requests

There are three circumstances in which you, having submitted a further request, may ask the Headteacher to ignore an earlier request submitted within the last 12 months. These are:

- where you have notified the Headteacher that you mistakenly submitted an earlier request before 12 months elapsed and you wish to withdraw the earlier application;
- where you did not undertake training that was agreed following a request because the training was cancelled, unless this was due to your own conduct in relation to the training;
- where you failed to start training that was agreed as part of a request because of some unforeseen circumstance beyond your control.

In these circumstances, the Headteacher will ignore the fact that you submitted an earlier application, and will consider your present request.

5. Timescales

Within 28 days of receiving a valid request the Headteacher will either:

- accept the request on the basis of the information set out in your request and inform you of the decision in writing; or
- meet with you to discuss your request, then within 14 days of that meeting, the Headteacher will inform you of their decision in writing

If the Headteacher is absent from work on the day the application is received, the 28 day period will begin on the day the Headteacher returns to work.

The timescales for holding meetings, issuing notices of decisions on applications and appeals can be extended by agreement with you. Such an agreement must be recorded in writing and a copy given to you. The record of agreement to extend these timescales must:

- specify what period the extension relates to;
- specify the date on which the extension is to end;
- be dated.

6. Requesting Additional Information

If the Headteacher has received a valid request but they need additional information before they can give the request proper consideration, they can ask you to provide additional information. If you refuse to provide the additional information, the Headteacher can treat your request as withdrawn. The Headteacher must inform you in writing that they consider the request to be withdrawn.

7. Considering Whether to Accept or Reject A Request

There may be cases where the Headteacher is content to accept the request, but think the training need can be met in a different way e.g., there may be a different course or qualification that would better meet your training need. In such cases, the Headteacher will need to discuss your request with you before reaching your final decision and confirming it in writing.

Once the training method has been agreed the Headteacher will need to consider how the costs of the training will be met. The Headteacher does not have to agree to pay for the training, but they may choose to do so.

The Headteacher may only refuse your request for one of the following business reasons:

- the training would not improve your effectiveness in your role;
- the training would not improve the overall performance of the school;
- the burden of additional costs;
- agreeing to the request would have a detrimental effect on the operational needs of the school;
- it wouldn't be possible to reorganise work among existing staff;
- it wouldn't be possible to recruit additional staff;
- agreeing to the request would have a detrimental impact on quality;
- agreeing to the request would have a detrimental impact on performance;
- there are planned structural changes during the training period.

7.1 Meeting to Discuss Your Request

You have a statutory right to be accompanied at a meeting by a work colleague of your choosing e.g., a union learning representative. You may be accompanied by someone else outside of the school e.g., if you have special needs. The companion can address the meeting and confer with you during it, but may not answer questions independently of you.

If the companion is unable to attend the meeting, you can ask for the meeting to be re-scheduled. The time you propose must be convenient for all attendees, and should take place within 7 days of the date originally proposed.

7.2 If You Fail To Attend the Meeting

If you fail more than once to attend a meeting or an appeal meeting without reasonable cause, the request will be treated as withdrawn. The Headteacher will confirm in writing that the application is withdrawn.

8. Communicating the Decision

Once the Headteacher has considered your request and reached a decision, they will confirm that decision in writing.

The Headteacher must confirm the details of your agreement to your request in writing, including the following details:

- the subject of the training;
- where and when it will take place, and over what period;
- who will provide or supervise the training;
- what qualification (if any) the training will lead to the award of;
- how the training time will be taken, e.g. whether it will be paid, unpaid, or whether you will work flexibly whilst undertaking the training;
- how the costs of the training will be met.

You might request more than one type of training at once. The Headteacher could decide to agree to part of the application and refuse another part. The decision notice will include the information above and make clear which part of the application they agree to and which part they refuse.

8.2 Where You and Your Headteacher Agree a Different Training Need

As a result of your discussions, the Headteacher might reach an agreement with you to meet your training need in a different way. The written notification will confirm the details of that agreement, including written evidence of the agreement to it.

8.3 Later Withdrawal Of Agreement

The Headteacher might agree to your request, but foresee circumstances in which they may need to later withdraw that agreement. In such cases, the Headteacher should agree with you the circumstances in which the agreement will be withdrawn. The Headteacher will also confirm this in writing to you as part of the written acceptance of the request.

8.4 Notifying you that your request has been rejected

If the Headteacher decide that they cannot accommodate your request, they must inform you of their decision in writing, setting out:

- which of the business reasons they are turning down the request for;
- why the business reason, or reasons, apply in your circumstances;
- the appeal procedure;

- the date of the notice.

9. Internal Appeals Process

You can appeal to the Governing Body against the decision. You must make your appeal in writing within 14 days of receiving the written notice.

The appeal notice must be dated and must set out the grounds for making the appeal. You might appeal because you want to either:

- challenge a fact given as to why the business reason applies;
- bring to the attention something they weren't aware of when the application was rejected, e.g. another member of staff is now willing to cover the hours you wish to train.

There are no restrictions on the grounds for this appeal.

The Governing Body must act within 14 days of receiving your appeal notice. If the Governing Body decides to accept the appeal, they will confirm this in writing to you.

9.1 Arranging an Appeal Meeting

An appeal meeting must be held within 14 days of the date when your appeal notice was received. The principles on the right to be accompanied at the meeting and what happens if you fail to attend are the same as for the initial meeting.

9.2 Notifying You of the Appeal Decision

The Governing Body will inform you of the outcome of your appeal in writing within 14 days of the date of the meeting. If the Governing Body decides to accept your request, you will receive this in writing. If the Governing Body decides to refuse the request, you will receive this in writing stating:

- the grounds for their decision
- why the grounds apply in these circumstances

The time limit for arranging an appeal meeting or notifying you of the Governing Body's decision on the appeal can be extended with your consent.

10. Dealing with Unresolved Requests

There may be occasions where you are not satisfied with the way that your application has been dealt with, even after an appeal. If the issue is still unresolved, you may use the schools grievance procedure.

Post Entry Learning

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. See Appendix 5.

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 mileage.

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 the Headteacher.

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

8. Payment for exam 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/ECC 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 learning event, recoupment (course fees will be recouped) but

will be on a pro-rata basis, with the total sum reduced proportionately for each completed month of service since the learning event.

9.2 Redundancy and other leavers

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.

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 post-entry learning programme is in excess of £1,000 the form 'Individual Learning Agreement' will be completed.

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 co-operate 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 (grade?) but not necessarily to the same post.

During your career break you should comply with the following:

- keep your 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 you up to date prior to your work.

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, providing the correct period of notice in accordance with your contract of employment. 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 Procedure for public duties claims

1. Employee goes on Jury service/magistrate/JP duty.
2. Employee receives "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. Loss of earnings form sent back to county court and school.
6. Amount on form deducted from school's salary budget for the period employee on jury service. Employee receives salary from the court to cover loss of earnings.
7. School sends public duties claim form to Yvonne Norman, Human Resources, Corporate Services, County Hall, Chelmsford.
8. School is credited back the appropriate rate for supply cover costs.

Appendix 3 Public duties claims form

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

Actual cost of supply cover for _____ (please enter month of claim)

£ _____ Daily amount deducted by Payroll

£ _____

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 4 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. Reinstate 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 _____
(Head teacher)

School _____

School 2

Signed _____ Date _____
(Chair of Governors)

Signed _____ Date _____
(Head teacher)

School _____

Appendix 5 Individual learning agreement

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

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 site relevant examinations as appropriate	

I understand that if I were to:	
i.	Fail to sit for an examination or submit a piece/pieces of works 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 theSchool 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.

Signed (Employee)		Date	
Name			
Signed (on behalf of School Governing Body)		Date	
Name			

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 6 Time Off To Train Request Form

NAME:.....

I wish to apply for time off to train under Section 63d of the Employment Rights Act 1996

I would like to undertake the following type of training:

.....
.....
.....

The training will take place at:

.....

The training takes place on (please state duration of the training, commencement and finish date, the days/times when you propose to attend)

.....
.....
.....

Please describe how the training would help you to improve your effectiveness in your role and improve the overall performance in the school:

.....
.....
.....

The training would lead to the following qualifications (if applicable)

.....
.....
.....

The training would be provided by: (ie training provider/college)

.....
.....
.....

Fees (if applicable)

Course/Study Fees including registration and examination fees		£
Books/Equipment	£	
Travelling per year (please estimate)	£	
Subsistence (please estimate)	£	
Other	£	

Date:.....

Signature:.....

This form should be sent to your Headteacher for consideration

To: Headteacher

Date:.....

Signature:.....

Reasons for acceptance/refusal

.....
.....
.....
.....

(Note, where there are costs incurred, an individual learning agreement contained in the Leave of Absence Policy will need to be completed & signed by the employee and the Governing Body).

