

School's Employment Manual

# ADDITIONAL CONDITIONS OF SERVICE

**This document applies to Community and Voluntary  
Controlled Schools and is advisory for Foundation  
and Voluntary Aided Schools**

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### **RESPONSIBILITIES**

The County Council remains the employer in Community and Voluntary Controlled Schools. The School Standards and Framework Act 1998, amended by the Education and Inspections Act 2006 and the Education and Skills Act 2008, provides for the County Council to determine conditions of service except for disciplinary/dismissal, grievance and disputes procedures which are to be determined by the Governors/Heads of each delegated educational establishment.

The County Council has advisory rights as regards all proceedings of a Governing Body of all Community, Voluntary Controlled, Community Special and Maintained Nursery School where a potential dismissal may take place. This also applies to Foundation Aided and Foundation Special Schools where the governing body have afforded the Council rights of attendance and of giving advice (see Employee Discipline, Section 3, Roles and Responsibilities, Role of the Local Authority).

Governors/Heads of Community and Voluntary Controlled schools must apply the conditions of service adopted by the County Council, including the National Conditions of Service agreements as follows:

#### **Teachers**

- Conditions of Service for School Teachers in England and Wales (The Burgundy Book)
- The Local Scheme of Conditions of Service for Teachers
- Teachers Pay and Conditions Document

#### **Support Staff**

- National Joint Council for Local Government Services - National Agreement on Pay and Conditions of Service (The Green Book).
- Local Scheme of Conditions of Service for Local Government Employees

#### **Midday Controllers and Senior Midday Supervisory Assistants**

- Local Conditions of Service (Rates of pay only).

For Foundation and Voluntary Aided Schools, adopting these conditions is advisory.

Amendments may be made by the County Council following consultation with the relevant recognised trade unions. If Governors wish to see changes to these

conditions of service, they should advise the County Council through the Head of People Management.

## **APPOINTMENT**

### **Continuous Service:-**

#### **Teachers**

A teacher's period of continuous service dates from the date of commencement of employment with the School except where previous service with another School or related employer has counted towards this purpose. Related employment includes that with other local authorities and Community and Voluntary Controlled Schools, Foundation and Voluntary Aided Schools.

A teacher who transfers to an Academy under TUPE will have continuity of service preserved under the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification ) Order 1999) (RMO). If they then directly join a Community, Voluntary Controlled, Foundation or Voluntary Aided School, then this continuity is preserved for redundancy purposes.

A teacher who moves voluntarily from an Academy to a Community, Voluntary Controlled, Foundation or Voluntary Aided School not under TUPE, continuity of service is preserved under the RMO for redundancy pay only. For sickness entitlement, aggregated local authority service counts but not service with an Academy. Service with an Academy under these circumstances will not count as continuous for maternity purposes.

#### **Support Staff**

A period of continuous employment commences from the date of employment with another local authority or a Community, Voluntary Controlled, Foundation or Voluntary Aided School.

In addition, for the purposes of entitlements regarding Annual Leave, the Occupational Sickness Scheme and the Occupational Maternity Scheme continuous service includes continuous previous service with any organisation to which the RMO applies. The order currently identifies over 100 organisations and if you need to check if any particular previous employer is on the order please contact your HR provider.

A support member of staff who transfers to an Academy under TUPE will have continuity of service preserved under the RMO for Redundancy pay purposes. If they then directly join a Community, Voluntary Controlled, Foundation or Voluntary Aided School, then this continuity is preserved for Redundancy, Sick Pay, Maternity Pay and Annual leave under the terms of Section 14.1 of the Green Book..

Where a Support member of staff returns to local government service following a break for maternity reasons she will be entitled to have previous service taken into account in respect of the sickness and maternity schemes provided that the break does not exceed eight years and that no permanent paid full time employment,

with any employer, has intervened. For the purpose of the calculation of entitlement to annual leave the same condition applies but without the time limit.

## **PROBATION AND INDUCTION**

All staff are subject to a probation period of 6 months on appointment to all Community and Voluntary Controlled Schools. An employee moving between these schools will not be the subject of a further probation period if their employment is continuous.

For all Community, Voluntary Controlled, Community Special and Maintained Nursery Schools, Foundation Aided and Foundation Special Schools the probation period will apply even when an employee has had previous continuous service in another school. Further information is available in the Recruitment, Selection and Induction Policy

## **EMERGENCY SCHOOL CLOSURES - STAFFING ADVICE**

*Please refer to the school admin handbook for advice on action to be taken with regard to pupils.*

Wherever possible schools should be kept open, with normal programmes of work. Parents should be encouraged to send their children to school if they can do so safely. The presumption must be that schools will be open unless information has been passed that they will be closed. Closure can be justified only in circumstances of exceptional difficulty.

The decision to close will be made by the Head Teacher or senior person on the spot in consultation with the Chair of Governors.

It is assumed that everyone will accept that in grave emergencies all teaching and support staff should be prepared to remain in post and care for the children until their safe return home has been ensured.

Once closure is agreed, Head Teachers should ensure (if appropriate) they inform their school transport contractors, suppliers of free school meals and school crossing patrol personnel to avoid unnecessary turn out of staff/vehicles.

In the event of school closure, all staff should be expected to be at work even if the school is closed for the pupils. The Head Teacher may need to make a risk assessment with regard to Health and Safety, judging whether staff attendance is appropriate.

The Head Teacher may decide that staff should not come into school if the school is closed. If this is the case there should be an expectation that staff work from home.

In the situation of adverse weather conditions and the school remains open, staff should try to get into work even if this means them being late. If staff have child arrangements for child care and then come into work as soon as possible.

If any staff are having problems getting into school they should phone the Head Teacher who can decide whether or not the member of staff should work from home. Taking into account whether supply cover will be required, it may be that the Head Teacher agrees the employee has unpaid leave.

General advice should be that if a staff member has absence from school that is not sickness related, previously agreed or does not fall elsewhere in the school's Leave of Absence policy then staff should not receive pay.

Signed: \_\_\_\_\_  
Chair of Governors

Dated: \_\_\_\_\_