

# 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**

Lincolnshire County Council remains the employer in Community and Voluntary Controlled Schools. The Schools 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, Role and Responsibilities, Role of the Local Authority).

Governors/Head Teachers 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)
- School 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 Assistant**

- Local Conditions of Service (Rates of pay only)

### **Teaching Assistants**

- TA Collective Agreement

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 moved 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 included continuous previous service with any organisation to which the RMO applies. The order currently identifies 100 organisations and if you need to check if any particular employer is on the order, please contact your HR prover.

A support member of staff who transfer 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 (and up to a maximum of 9 months in circumstances where an extension to the probation is appropriate) on appointment to all Community, Voluntary Controlled, Community Special and Maintained Nursery Schools. An employee moving between these Schools will not be the subject of a further probation period if their employment is continuous.

For all Foundations 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 Schools Recruitment Policy.

### **EMERGENCY SCHOOL CLOSURES – STAFFING ADVICE**

*Please refer to the School admin handbook for advice on action to be taken with regards 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 member of the Senior Leadership Team (if the Head Teacher is unavailable) 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 can be 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 turnout 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 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 children, arrangements for childcare should be made 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. In the event that an

employee is not able to get to work due to, for example, closure of a school where their child attends and they have to remain at home for childcare reasons; or they have a dependant relative whose care is cancelled as a result of the weather; employees will be able to request special leave for one day. If further time off is required, the employee will need to discuss this with their Head Teacher.

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 Schools Leave and Time Off Policy then staff should not receive pay.