

STAFF IN SIXTH FORM COLLEGES

Teaching Staff

Conditions of Service Handbook

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Staff in Sixth Form Colleges

Teaching Staff: Conditions of Service Handbook

Preamble

This Handbook sets out all the issues that have been agreed in the Committee for Teaching Staff, being a Committee of the National Joint Council for Staff in Sixth Form Colleges.

A copy of the National Recognition and Procedure Agreement and Constitution is attached as Appendix 1. Both Sides to that Agreement share, as their guiding principle, the need to ensure an environment which seeks to provide education of the highest quality. They endorse the following objectives:

- harmonious working relationships;
- good industrial relations and fair treatment of staff;
- commitment to equality of opportunity;
- commitment to quality;
- avoidance of disputes;
- the ability for colleges to compete in the market place;
- the ability for colleges to be managed flexibly in response to local needs;
- and efficient use of LSC funding.

It was with all these objectives in mind that the Committee for Teaching Staff agreed both the conditions of service covered by this Handbook and the Model Contract for Full-Time Teaching Staff.

In addition, the Committee for Teaching Staff agreed both the Professional Standards for Teachers in Sixth Form Colleges, which set the criteria for the Professional Standards Payments Scheme available to eligible teachers in Sixth Form Colleges, and also, the Performance Management Framework, which sets organisational, team and individual performance objectives to be assessed and linked to the strategic objectives of the college, staff teams and individual teachers. These documents are attached to this Handbook as Appendices 8 and 7 respectively.

Some agreed points of good practice in local industrial relations are set out in the separate document, the Joint Commentary.

It is hoped that with all of these documents, colleges and their staff will have sufficient information on the major issues covered in relation to pay and conditions of service for Teaching Staff. Colleges are recommended to adopt them. The Committee will review these documents from time to time and colleges will be informed of any recommended alterations.

Section One:

Salary Provisions

Salaries

1. Attached at Appendix 2 are the current nationally agreed pay scales for teaching staff.
2. A teacher's position on the pay scales will be reviewed once a year on the 1st September.
3. The teacher's position on the pay scales may be reviewed at other times of the year where circumstances warrant e.g. changes in responsibilities.
4. All teachers should have an annual performance review carried out in accordance with the NJC Performance Management Framework (attached as Appendix 7).

Main Pay Spine and PSP Range

5. At the time of appointment, qualifications and teaching experience will be taken into account and other relevant experience may be taken into account at the college's discretion.

In addition to qualifications and experience, other factors which may be taken into account in assessing the appropriate salary may include:

- a) temporary or permanent additional duties and responsibilities
- b) very special problems of recruitment and retention
- c) substantially above-standard performance.

The determination of the factors to be used and the number of points to be assigned to any one factor are all matters for local determination in each college. Points may be awarded to an individual on a permanent or temporary basis, and this should be specified accordingly to each teacher.

6. Spine point 6 is the maximum point attainable through satisfactory service alone. A teacher appointed to this section of the salary spine will progress by one spine point each 1st September until spine point 6 is reached unless performance in any one year is deemed to be unsatisfactory.
7. When a teacher reaches point 6 on the pay spine, or is appointed at point 6 or above, the teacher can apply for a Professional Standards Payment and access to the PSP Range of that spine. To qualify for the Professional Standards Payment the teacher has to meet the standards and requirements set out in the NJC Professional Standards Payment Manual (attached as Appendix 8) which refer to the following three criteria:

- Effective teaching and the ability to create a learning environment;
- Professional characteristics; and
- Effective learning (achievement and retention).

Once awarded, the Professional Standards Payment becomes a permanent entitlement while employed in that college or in other Sixth Form Colleges.

8. Teachers who have previously taught in maintained schools and who have passed the school teachers' threshold assessment will, on production of their certificate of confirmation, automatically receive PSP and be entitled to be paid on the PSP Range. Colleges are permitted flexibility to appoint such teachers to a higher point on the PSP Range. Similarly, teachers who have passed PSP assessment will be entitled under the terms of the school teachers' pay structure to be paid on the Upper Pay Scale where they move to maintained schools.
9. Teachers on the PSP Range are eligible for progression on the Range every two years. To qualify for progression on the PSP Range, teachers will be expected to meet the provisions set out in the NJC Performance Management Framework (attached as Appendix 7) which require them to demonstrate the substantial and sustained maintenance of PSP standards.
10. The details of the PSP scheme, how to apply and the evidence needed are set out in the NJC's Professional Standards Payment Manual which is available in colleges and is reproduced, with the application form, at Appendix 8.

Management Ranges

11. The Management Ranges are intended to reflect the different management and leadership levels in colleges.
12. Normally on appointment or promotion to a Management Range post a teacher should start on the first point of the Range and then move upwards dependent on performance at that job level. Colleges are permitted flexibility, however, to appoint teachers to a higher point on that Range when appointing schoolteachers or promoting teachers from within college or other colleges. If teachers are promoted from one Range to a higher Range, they should be appointed to that Range at least to the next highest point in terms of salary.

13. Teachers on the Management Ranges are eligible for progression on their Range every two years. To qualify for progression on the Management Ranges, teachers will be expected to meet the provisions set out in the NJC Performance Management Framework which require them to demonstrate on an annual basis the substantial and sustained maintenance of PSP standards and the meeting of relevant management criteria objectives.
14. The pattern of review and progression should continue even if teachers have been promoted between Ranges. If the review of their position on the Range falls at the same time as they receive a promotion then this review should take place first to determine their final salary on that Range before moving to their new Range.
15. Where a teacher is appointed to a Management Range post from below point 6 on the Main Pay Spine, he/she will receive the appropriate Management Range salary less the value of the Professional Standards Payment. After one year in the job the teacher will be eligible to apply for PSP and, if successful, to receive it on the next 1st September following the appointment to that Management Range post. After one further year (i.e. when he/she has been doing the job for two years) he/she can be considered for the next point on the Management Range. Thereafter, teachers will be eligible for progression on the Range as normal every two years.
16. Colleges should distinguish between responsibilities that reflect the different levels in the management structure and responsibilities that any member of staff at any level could volunteer to do e.g. Press Officer. The former responsibilities should be recognised through the use of the management ranges. The latter responsibilities should be recognised by additional sums calculated in accordance with paragraph 18 below.

Mentoring and Support

- 16a. Paragraph 10a of Appendix 4 of this Handbook 'Professional Duties' states:

'Contributing to the selection for appointment and professional development of other teachers and support staff, including the induction and assessment of new and probationary teachers.'

- 16b. Although this is therefore a basis requirement for all teaching posts, obviously the extent of that basic requirement will vary according to the nature of the particular teaching post.
- 16c. Some experienced and successful teachers undertake a greater role in college in relation to the mentoring and support of NQTs, other teachers and/or CPD and pedagogic leadership duties more generally. Such work should be recognised in the overall salary for the job.

- 16d. For some teachers, this will be part of the responsibilities attaching to a management post and will be recognised through the overall Management Range salary for the job.
- 16e. For others, it may be work allocated on an individual basis to teachers with the necessary expertise who do not necessarily hold management posts but who themselves perform in the classroom at the highest levels.
- 16f. If such teachers do undertake a significant amount of such additional duties, then this ought to be recognised either in the inclusive salary; or by an additional payment calculated in accordance with paragraph 18 below; together with appropriate remission.

Part Time Teachers Salaries

- 16g. Part time teachers should be paid on a pro rata basis. Each part time teacher should be appointed to the appropriate point on the Main Scale, PSP Range or Management Range determined in the same way as if the teacher was employed on a full time basis and should be entitled to pay progression on the same basis as for full time teachers. The teacher should receive a proportion of the full time pay rate corresponding to the proportion of teaching time for which they are employed compared to a full time teacher in the same or a similar post.

Individual Appeals against Pay Decisions

17. Teachers may appeal against decisions in respect of pay on appointment, pay progression or grading in accordance with the provisions relating to the consideration of such appeals set out in Appendix 3.

Payment for Additional Days

18. Where additional days of directed time are being worked by a teacher, (see paragraph 27 in Section Two) these days should be compensated for additionally either through:
- a) in appropriate cases, the selection of a relevant point on the pay spine to recognise adequately the number of additional days being worked or
 - b) an additional daily payment at a daily rate of 1/195th of the rate for the job (see note below) or
 - c) time off in lieu.

NB: Where an additional daily payment is being made, this should be at the daily rate of 1/195th of the salary appropriate for the work being undertaken which is not necessarily the salary level applying for the rest of the particular teacher's duties.

19. Teachers serving in the London Area shall receive London Area allowances, the current rates of which are set out in Appendix 2.

a) Inner Area

The Inner Area allowance will be paid to all teachers in colleges within the areas of the following London Boroughs;

Barking and Dagenham, Brent, Camden, Ealing, Greenwich, Hackney, Hammersmith and Fulham, Haringey, Islington, Kensington and Chelsea, Lambeth, Lewisham, Merton, Newham, Southwark, Tower Hamlets, Wandsworth, Westminster.

b) Outer Area

The Outer Area allowance will be paid to all teachers in colleges within the areas of the following London Boroughs:

Barnet, Bexley, Bromley, Croydon, Enfield, Harrow, Havering, Hillingdon, Hounslow, Kingston-upon-Thames, Redbridge, Richmond-upon-Thames, Sutton, Waltham Forest.

c) Fringe Area

The Fringe Area Allowance will be paid to all teachers in colleges within the areas of the following Districts and unitary authorities:

- in Berkshire: Bracknell Forest, Slough and Windsor and Maidenhead;
- in Buckinghamshire: South Buckinghamshire and Chiltern;
- in Essex: Basildon, Brentwood, Epping Forest, Harlow and Thurrock;
- in Hertfordshire: Broxbourne, Dacorum, East Hertfordshire, Hertsmere, St Albans City, Three Rivers, Watford and Welwyn Hatfield;
- in Kent: Dartford and Sevenoaks;
- in Surrey: the whole County; and
- in West Sussex: Crawley.

Section Two: **Working Time**

Standard Working Time

20. Subject to the provisions in the other paragraphs of this section, a teacher may be required to work for 195 days in any year of which 190 will be days on which the teacher may be required to teach in addition to carrying out other duties. Within this 195 days, up to 1265 hours a year will be allocated reasonably by the Principal. The balance between teaching and non-teaching duties and the length of the teaching day are all subject to the reasonable direction of the Principal.

Part Time Teachers Working Time

- 20a. Part time teachers will be required to be available for work for the percentage of the maximum 1265 hours of directed time corresponding to the percentage of full time pay they receive.

Evening Teaching

21. As part of the 1265 hours teachers may be required to teach for up to 6 hours over two evenings per week. Any teaching in the evening beyond this level would be undertaken only on a voluntary basis. Such evening work would include any teaching after the end of the normal college teaching day. Volunteers should be used whenever possible for evening work. It is important to take equal opportunities considerations into account and for reasonable notice to be given of the introduction of such working arrangements. The timetable should, whenever possible, be structured to avoid disjointed teaching sessions for any teacher and to provide for a compensatory adjustment to an individual teacher's timetable.

Undirected Time

22. In addition to the requirements in paragraphs 20 and 21 above, a teacher will work such reasonable additional hours as may be needed to enable them to discharge their duties effectively including, in particular, the marking of students' work, the writing of reports on students and the preparation of lessons, teaching material and teaching programmes and such other duties as may reasonably be required. The amount of time required for this work and the times outside the 1265 specified hours at which duties shall be performed shall not be defined by the college, but shall depend upon the work needed to discharge the teacher's duties.

Travelling Time

23. Time spent in travelling to or from home to the principal place of work shall not count against the 1265 hours referred to in paragraphs 20 and 21 above. Travel time on official business will count towards the 1265 hours.

21 above. Travel time on official business will count towards the 1265 hours.

Reasonable Break

24. Teachers shall be allowed a break of reasonable length either between college sessions or between the hours of 12:00 noon and 2:00 p.m. If teaching in the evening as well as the afternoon, a reasonable break will also be allowed before commencing evening teaching.

The College Year

25. The college year will run for a period of 12 months from 1st September (unless the year begins in August, in which case the date would be 1st August). Details of term times including half terms and, as far as possible, arrangements for parents' evenings and other occasions when staff might be expected to be in college, will be determined by the Principal after consultation with staff. The Principal will make details of the academic year available to all staff as soon as practicable.

Sundays, Bank and Public Holidays

26. No teacher shall be required to work on a Sunday or Bank or other public holiday.

Additional Days

27. Colleges may well find it necessary to ask teachers to undertake additional working days in excess of the 195 days referred to in paragraphs 20 and 21 above. Compensation for such additional days is set out in Paragraph 18 in Section 1. The application of any such requests should be in accordance with the terms of the Appendix to the Joint Commentary.

Special Leave

28. Additional leave with or without pay, may be granted in special circumstances at the discretion of the college.

Leave in relation to Examinations

29. (i) Paid leave should be granted in connection with external examinations in accordance with arrangements with Examination boards where appropriate.
- (ii) Leave of absence without loss of salary should be granted for the purpose of sitting for appropriate examinations. In addition, leave of absence without loss of salary may be granted for the purpose of final revision in the period preceding the examination according to the circumstances of each case.

Leave for Jury Service

30. A teacher receiving a summons to serve on a jury must report the fact to their supervisor. The teacher shall be granted leave of absence, unless exemption is secured.

A teacher serving as a juror shall claim the allowance for loss of earnings to which they are entitled under the Jurors' Allowances Regulations currently in force. The college shall then deduct from the teacher's full pay an amount equal to the allowance received.

Joint Guidance on Work-Life Balance in Sixth Form Colleges

31. Colleges are directed to this joint guidance, which has been updated in light of recent legislation, most notably the Work and Families Act 2006, and which aims to set out the ways in which Sixth Form Colleges can balance a positive approach to working arrangements with the needs of colleges as providers of education. Guidance is provided in the following areas

- Parental leave
- Maternity support/paternity leave
- Adoption leave
- Time off for dependants (urgent family leave)
- Time off for fertility treatment
- Time off for religious observances
- Working times and patterns

This Guidance can be found at Appendix 6

Reducing the Bureaucratic Burden on Teachers in Sixth Form Colleges

32. Joint guidance on this issue was produced in December 1999 and this is attached to this Handbook as Appendix 9.

Section Three:

Appointment

Duties

33. A teacher may be called upon to perform any of the duties set out in Appendix 4 as may reasonably be assigned to them by the Principal.

Introductory Period

34. For a newly appointed teacher a period of up to 12 months should be provided as an introductory period (see also paragraph 35 below). During this period the teacher is expected to establish his/her suitability for the appointment. Appropriate arrangements to make available advice and support during this period should be established locally with regular reports on development. At the end of the introductory period if there is a satisfactory report on the teacher, she/he should be informed that his/her introductory period has been completed satisfactorily. Where, in appropriate circumstances, any report indicates the lack of suitable development, then consideration should be given to either extending the introductory period or using the capability procedure applicable in the college to resolve the situation.

Induction

35. Newly qualified teachers [with PGCE (schools)] may be able to participate in a formal induction period, involving a Local Authority. Such induction is necessary for a teacher to work in a maintained school in the future. The college will provide further details as appropriate.

Unqualified Teachers

36. Unqualified teachers appointed after 1st September 2001 will need to obtain a qualification appropriate for their duties within two years (or four years for part-time staff). The college will provide further details of suitable qualifications and the necessary arrangements if appropriate.

Period of Notice

37. A teacher is entitled to receive, or required to give, two months' notice of termination of employment and, in the Summer term, three months', terminating at the end of term as defined below for this purpose:
- the Summer term ends on 31st August
 - the Autumn terms ends on 31st December
 - the Spring term ends on 30th April

However, if a teacher has been continuously employed for more than eight years they are entitled to receive longer notice as specified in the Employment Rights Act 1996.

Equal Opportunities

38. All teachers should be afforded equal opportunities in the employment context, irrespective of sex, marital status, race, religion or belief, disability, gender identity and realignment, or age (subject to normal retirement age). In operating their recruitment and other personnel policies colleges are urged to develop and practise positively the concept of equal opportunities for all.

Continuous Service

39. A teacher's period of continuous service for statutory employment rights dates from the commencement of service with the college.
40. Previous continuous service with an organisation(s) covered by the Redundancy Payments (Local Government) (Modification) Orders will be included in calculating entitlement to a redundancy payment, maternity pay and leave and sickness allowance.

Place of Work

41. If there is a proposal to move the principal place of work then teaching staff should be consulted as early as possible. They may be entitled to receive reimbursement for any additional travelling costs incurred (see paragraph 45 below).

Section Four:

Travel and Subsistence

Travelling Expenses

42. Travelling expenses necessarily incurred by teachers in the performance of their official duties will be reimbursed, after authorisation, by the college.

Subsistence Allowances

43. Where teachers are prevented by their official duties from taking a meal at their home or college and thereby incur additional expenses, these additional expenses will be reimbursed, after authorisation, by the college.

Car Allowances

44. Teachers required to use a car for the efficient performance of their duties will be eligible to receive allowances for the use of their cars on business after being so authorised by the college.

Additional Travelling Expenditure

45. If at any time a teacher's principal place of work is altered, then they may be reimbursed for additional travelling expenditure for a reasonable length of time, subject to local negotiation.

Section Five:

Miscellaneous

Conduct

46. The college is entitled to demand of each teacher conduct of the highest standard.
47. A teacher's off-duty hours are their personal concern but they should not subordinate their duty to their private interests or put themselves in a position where duty and private interests conflict.
48. If it comes to the knowledge of a teacher that a contract in which they have any pecuniary interest, whether direct or indirect (not being a contract to which they are themselves a party) has been, or is proposed to be, entered into by the college then that teacher shall as soon as is practicable give notice in writing to the Principal or delegated alternate of their interest.
49. Teachers in posts with access to particularly sensitive information, e.g. financial and/or business information can be asked to give an undertaking not to breach confidentiality in respect of the college's affairs either during the course of employment or subsequently nor to act to the college's detriment in any way within twelve months of leaving their employment.

Copyright and Intellectual Property Rights

50. In order to protect the rights of the employer and the employee, the employee shall notify the employer in writing as soon as the employee believes that she/he has, or may be developing, a copyright, registrable design, or patentable invention, as set out below:

- i) **Copyright and Registrable Designs**

Except where the employer and the employee have specifically agreed otherwise, the copyright for materials and documents produced by an employee for his/her employment duties at the college, or commissioned by the college, belongs to the college. It is for the college to decide whether or when to apply for registrable designs.

However, the copyright in any work designed, compiled or edited by an employee as a scholarly work, e.g. books and articles, belongs to the employee as does the copyright in any material produced for an employee's personal use or reference.

ii) Patentable Inventions

The employer shall be the owner of all intellectual property rights in any patentable invention which is produced by an employee for his/her employment duties at the college, or to satisfy any requirement arising in the course of his/her college work, or is commissioned by the employer from the employee for college purposes. The college will be able to draw income and profit from dealings with such rights and apply for such patents as it thinks fit subject only to an employee's statutory right to compensation.

Intellectual property rights arising in any original work, registrable design or patentable invention in any other circumstances shall be the property of the employee, provided, however, that the college shall be entitled to claim a reasonable share of the income and/or profits derived from the exploitation of any product of which college property forms part or in which property belonging to the college is shown to have been utilised.

Additional Employment

51. Teachers shall devote the whole of the time for which they are employed to the service of the college. If they wish to engage in any other business or take up any additional employment the Principal or delegated alternate should be informed. Such employment must not conflict with or react detrimentally to the college's interests, or in any way weaken public confidence in the conduct of the college's business.

Health, Safety and Welfare

52. i) It shall be the responsibility of the college to make adequate provision for ensuring the health, safety and welfare of the staff, including the conditions under which they work.
- ii) The college shall provide special and/or protective clothing where the special nature of a teacher's duty warrants such provision.

Joint Machinery

53. The National Joint Council for Staff in Sixth Form Colleges and within that the Committee for Teaching Staff, are joint organisations representing both employers and members of staff. Local arrangements for joint consultation/negotiation should be established in each college.

Assaults on Teachers

54. A teacher, or in the event of his/her death, his/her dependants, shall be indemnified against financial loss caused in the opinion of the college by violent or criminal assault suffered in the course of, or as a consequence of, his/her employment.

55. The indemnification shall not be less favourable than:

- a) In the event of death within 12 months from the date of the assault and, in the opinion of the college by reason thereof, the equivalent of five years' gross remuneration at the rate applying at the date of the assault or £35,000 whichever is the greater where the teacher leaves one or more dependants. Where the teacher has left no dependants, the sum of £950 shall be payable.
- b) In the event of permanent total or partial disablement as a result of the assault the percentage specified in the scale set out below of five times gross remuneration applying at the date of the assault or of £35,000, whichever is the greater, provided that such payments shall, at the discretion of the college, be reduced by the amount of any damages or compensation recoverable in respect of the particular injuries.

Note: "Dependants" in the above paragraph means (a) a spouse or civil partner residing with the teacher at the date of death or, if not residing, wholly or substantially supported by the teacher; and/or (b) a child who has not attained the age of 16 years at the time of the death of the employed parent or guardian, or who has not attained the age of 19 years and is following a course of full-time education, or is regarded as an apprentice under the statutory provision relating to family allowances; and/or (c) where they are wholly or substantially supported by the teacher, a parent, brother or sister, or a son or daughter of an age in excess of the limits referred to in (b) of this Note.

56. This recommendation is not intended to prevent a college from paying amounts exceeding those specified in paragraph 55 if it is considered to be reasonable to do so.

Scale of Compensation

- 57. 1. Death, total and irrecoverable loss of all sight in one or both eyes, total loss by physical severance or complete loss of use of one or both hands or feet at or above wrist or ankle, occurring within 12 months from the date of the assault 100%
- 2. Permanent total and absolute disablement (other than as stated in Item 1) from engaging in or giving attention to any profession or occupation of any kind 100%
- 3. Permanent partial disablement (not otherwise provided for above) the percentage of the capital sum set against the degree of disablement in the following table:

- (a) Total loss of hearing in both ears 40%
- (b) Total loss of hearing in one ear 10%
- (c) Complete loss of use of hip or knee or ankle 20%
- (d) Removal of the lower jaw by surgical operation 30%
- (e) Fractured leg or foot with established non-union 25%
- (f) Fractured knee-cap with established non-union 20%
- (g) Shortening of a leg by at least 3 centimetres 15%
- (h) Loss by amputation or complete loss of:

Right Left
(to be reversed if insured person is left handed)

- | | | | |
|------|---|-----|-------|
| i. | one thumb | 20% | 17.5% |
| ii. | one index finger | 15% | 12.5% |
| iii. | any other finger | 10% | 7.5% |
| iv. | one big toe | 10% | 10% |
| v. | any other toe | 3% | 3% |
| | | | |
| (i) | complete loss of use of shoulder or elbow | 25% | 20% |
| (j) | complete loss of use of wrist | 20% | 15% |

Compensation for Victims of Crimes of Violence

58. A teacher who is absent from work because of injury in respect of which a claim will lie in the Criminal Injuries Compensation Authority and is otherwise qualified to receive sick pay, shall receive such sick pay without his/her being required to refund any proportion of it from the sum which the Compensation Authority may award; and
59. Where an award has been made by the Compensation Authority the college shall be free to discount wholly or partly the period of sick leave occasioned by the injury, in calculating the teacher's entitlement to pay as they may see fit on consideration of all the material circumstances.

Loss or Damage to Personal Property

60. The teacher shall be entitled to such compensation for losses or damages to personal property sustained during the course of their duties at college or during approved out of college activities as may be provided for by the college.

Data Protection

61. a) In its capacity as employer the college will need to keep information about a member of staff for purposes connected to his/her employment, including information on his/her recruitment and the termination of his/her employment. The sort of information held may include both computer and/or paper-based records including information for payroll purposes, references, contact names and addresses and records (including, for example, disciplinary records) in relation to the member of staff's contract of employment.

- b) These uses will be consistent with the employment relationship and with the principles of the Data Protection Act 1998. Such data may be processed only if it is necessary for the performance of a member of staff's contract with the college and/or is necessary for the purpose of exercising or performing any legal right or obligation of the college in connection with the employment and/or is necessary to protect the vital interests of the employee.
- c) All information held will be treated with the utmost confidentiality and with appropriate levels of security. The information held will be for the college's managerial and administrative use only but it may be necessary, from time to time, to disclose some information held about the member of staff to relevant third parties (e.g. where legally obliged to do so by the Inland Revenue or where requested to do so by the member of staff for the purposes of giving a reference). The member of staff agrees to the college keeping the information for these purposes throughout his/her employment and, to the extent necessary, for such reasonable period following its termination as may be necessary.
- d) The member of staff also agrees to the college keeping information about his/her health for the purpose of compliance with the college's health and safety and occupational health obligations; considering how the member of staff's health affects his/her ability to do the job and, if the member of staff is disabled under the Disability Discrimination Act 1995 (Amendment) Regulations 2003, whether she/he requires any reasonable adjustments to be made to assist him/her at work; or in relation to the administration and management of insurance, pension, sick pay and other related benefits.

Section Six:

Sickness Payments, Maternity Leave and Retirement

Sick Leave and Pay

62. Provided the appropriate conditions are met, a teacher absent from duty because of illness (which includes injury or other disability) shall be entitled to receive in any one year sick pay as follows:

During the first year of service	full pay for 25 working days, and after completing four calendar months service, half pay for 50 working days
During the second year of service	full pay for 50 working days and then half pay for 50 working days
During the third year of service	full pay for 75 working days and half pay for 75 working days
During fourth and subsequent years	full pay for 100 working days and half pay for 100 working days

63. This scale is to be regarded as a minimum and each college has discretion to extend its application in any individual case.

Sick Pay

64. Sick pay shall include, where appropriate, Statutory Sick Pay and shall not exceed the full pay of the teacher.

Sick Leave Year

65. For the purpose of calculating a teacher's entitlement during a year under paragraph 62 above, a year is deemed to begin on 1st April and end on 31st March of the following year. Where a teacher starts service after 1st April in any year, the full entitlement for that year will be applicable. Where a teacher is on sick leave on 31st March in any year, no new entitlements shall begin until the teacher has resumed duty and the period from April 1st until the return to duty is regarded as part of the preceding year's entitlement for the purpose of this scheme. When a teacher moves to another college, any sick pay paid during the current year by the previous college shall be taken into account in calculating the amount and duration of sick pay payable by the new college.

Calculation of Allowance

Full Pay

66. The following deductions, subject to paragraphs 70 and 71 below, shall be made from sick pay where it equals full pay:
- (a) the amount of sickness benefit receivable under the Social Security Contributions and Benefits Act 1992 (provided however, that in any case where sickness benefit is, or may subsequently prove to have been, receivable in respect of the first three days of any sickness, the amount of benefit receivable shall be deducted from such pay only if such benefit has in fact been received in respect of any such period of three days).
 - (b) the dependency element (but not the disability element) of any treatment allowance received from the Department for Work and Pensions.

Half Pay

67. Where sick pay is less than full pay, deductions shall be made only so far as is necessary to ensure that sick pay together with benefits receivable in respect of insurance under the Social Security Contributions and Benefits Act 1992 does not exceed full pay.
68. Deductions equivalent to those set out in paragraphs 66 and 67 above shall be on the basis that the teacher is eligible to receive such benefits, payments or allowances whether or not he or she takes the necessary steps to obtain them. This does not apply to any benefit for the first three days of absence referred to in paragraph 66(a) above.
69. Deductions equivalent to those set out in paragraph 66 above shall be made from the sick pay of a teacher who is a married woman or a widow and has elected to pay reduced contributions under the terms of the Social Security Contributions and Benefits Act 1992 and Social Security Contributions Regulations 1979, provided that, where a widow is in receipt of a widow's or widowed mother's allowance or widow's pension, regard should be paid in calculating the amount of sick pay only to such part of the national insurance benefit receivable as in excess of the amount received by the teacher from the Department for Work and Pensions in weeks of full normal employment.

Termination of Employment during a Period of Sick Leave

70. In the event of a teacher exhausting in part or full his/her entitlements under paragraph 62 above and being given notice of the termination of his/her contract without returning to work, on the ground of permanent incapacity or for some other reason related to the sickness absence, he/she shall be paid full salary for the notice period with normal deductions only.

College Holiday Closure, etc

71. For the purpose of paragraph 62 above, two half college days shall be deemed to be equivalent to one working day. Whilst sickness during the college holidays will not affect the period of a teacher's entitlements to sick leave under paragraph 62 above, it will be relevant so far as deduction of benefit is concerned. Thus the rate of sick pay applicable to a teacher in respect of sickness during the closure of a college is the rate applicable to him/her on the last day before the closure. Where a teacher therefore, is ill immediately preceding the college holiday and:
- he/she is on full sick pay:
he/she shall continue on full sick pay, but the closure period is not counted against his/her entitlement under paragraph 62 above;
 - he/she is on half sick pay:
he/she shall continue on half sick pay, but the closure period is not counted against his/her entitlement;
 - he/she has exhausted his/her sick pay entitlement and is not receiving any pay:
he/she shall continue to receive no pay.
72. Where a teacher is either on half pay or is not receiving pay she/he may be put back on full pay by the procedure in paragraph 73 below.
73. When a teacher is ill immediately preceding a closure of the college, and has exhausted his/her sick leave entitlement, or is on less than full pay, and recovers during the period of closure, such teacher shall be deemed, for the purpose of calculating the amount of salary due, to have returned to duty on the day she/he is authorised medically fit to do so by means of a doctor's statement obtained for that purpose, provided she/he actually returns to duty on the first day after the period of closure. Where a teacher in these circumstances does not return to service on the first day after the period of closure she/he shall refund such sum as the college at their discretion may decide.
74. If, during the period of closure of a college a teacher falls ill and becomes entitled to Statutory Sick Pay or becomes, or would become, (but for election to be excepted from liability to pay contributions) entitled to claim any of the benefits referred to in paragraph 66 above, it shall be his/her duty to notify the college thereof (in accordance with paragraph 75 below as if the days of closure were college days) so that the college may either pay Statutory Sick Pay (where appropriate) or make the appropriate deductions.

Conditions

75. A teacher shall not be entitled to claim an allowance unless:
- (i) notification is made to the college as may be required, not later than the fourth working day of absence;
 - (ii) a doctor's statement is supplied not later than the eighth day of absence ;
 - (iii) subsequent doctor's statements are submitted at the same intervals as they are required for N.I. purposes and on return to duty in those cases where the absence extends beyond the period covered by the initial statement and at similar intervals during a period of entitlement to Statutory Sick Pay.
 - (iv) in the case of prolonged absence, the teacher undertakes any examination that the college may require by an approved medical practitioner nominated by them, subject to the provisions of the Access to Medical Reports Act 1988 where applicable. The cost of the examination shall not be borne by the teacher.
 - (v) the teacher declares to the satisfaction of the college his or her entitlement to benefits under the relevant Acts as well as any alteration in the entitlement to such benefits.
76. When a teacher enters hospital or similar institution a doctor's statement on entry or discharge shall be submitted in the place of periodic statements.

Absences Arising from Accidents at Work

77. In the case of absence due to accident attested by an approved medical practitioner to have arisen out of and in the course of the teacher's employment, including attendance for instruction at physical training or other classes organised or approved by the college or participation in any extra curricular or voluntary activity connected with the college, full pay shall in all cases be allowed, such pay being sick pay for the purposes of paragraphs 64 to 74 above, subject to the production of self-certificates and/or doctors' statements from the day of the accident up to the date of recovery, but not exceeding six calendar months, after which the case will be reviewed before a decision on any extension of the period of sick pay is made. Where the college decides to extend the period of sick pay, the teacher shall be paid half pay for a further period based on the entitlements to half pay set out in paragraph 62 above.
78. Absence resulting from such accidents shall not be reckoned against the teacher's entitlement to sick leave under paragraph 62 above, though such absences are reckonable for entitlement to Statutory Sick Pay.

Contact with Infectious Diseases

79. When the approved medical practitioner attests that there is evidence to show a reasonable probability that an absence was due to an infectious or contagious illness contracted directly in the course of the teacher's employment, full pay shall be allowed for such period of absence as may be authorised by the approved medical practitioner as being due to the illness, and such absence shall not be reckoned against the teacher's entitlement to sick leave under paragraph 62 above though such absences are reckonable for entitlement to Statutory Sick Pay.
80. Where the absence is attested by the approved medical practitioner to be due to pulmonary tuberculosis and the teacher carries out an approved course of treatment full salary shall be paid in respect of the first twelve calendar months of the period of absence after attestation and further full or half-pay shall be allowed at the discretion of the college.
81. A teacher residing in a house in which some other person is suffering from an infectious disease shall at once notify the college and the teacher shall, if required, take such precautions as may be prescribed, provided that, if in the opinion of the approved medical practitioner, it is considered inadvisable, notwithstanding such precautions, for such teacher to attend duty, full pay shall be allowed during any enforced absence from duty, such pay being sick pay for the purpose of paragraphs 64 to 74 above. This provision will also apply where, in the opinion of an approved medical practitioner, it is inadvisable for a teacher to attend duty for precautionary reasons due to infectious disease in the workplace. The period of the absence under this paragraph shall not be reckoned against the teacher's entitlement to sick leave under paragraph 62 above, though such absences are reckonable for entitlement to Statutory Sick Pay.

Absences Caused by Negligence

82. If the absence of the teacher is occasioned by the actionable negligence of a third party in respect of which damages are recoverable, she/he shall advise the college forthwith and it shall be competent to the college to require the teacher to refund a sum equal to the aggregate of sick pay paid to him/her during the period of disability or such part thereof as is deemed appropriate but not exceeding the amount of the damages recovered. In the event of the claim for damages being settled on a proportionate basis, the college will require full details and will determine the actual proportion of sick pay to be refunded by the teacher.
83. If the college is of the opinion that the disability which has occasioned the teacher's absence from work is due to his/her conduct, or if the teacher has failed to observe the conditions of this scheme, or has been guilty of conduct prejudicial to his/her recovery, the payment of any sick pay under the scheme may be suspended by the college; provided that in any such case the college shall inform the teacher of the grounds upon which the

payment of sick pay has been suspended and afford him/her an opportunity of submitting his/her observations thereon and at his/her request of appearing, and at his/her option for being represented, before the Principal or delegated alternate, who will thereupon decide whether the disability was due to the conduct of the teacher or whether she/he has failed without reasonable cause to observe the conditions of the Scheme, or has been guilty of conduct prejudicial to his/her recovery, in which case the teacher shall forfeit his/her right to any payment or further payment of sick pay in respect of that period of absence.

84. Sick pay shall not be paid in a case of accident due to active participation in sport as a profession unless the college decides otherwise, though Statutory Sick Pay may be payable.

Maternity and Paternity

85. A pregnant teacher shall notify the college as soon as practicable, but not later than the end of the 15th week before the expected week of childbirth that she wishes to be absent for maternity. Where a teacher intends to return to her teaching appointment shortly after the childbirth and wishes to take advantage of the maternity scheme, she should apply for maternity leave under the Maternity Leave recommendations (see Appendix 5); where she does not so apply, her appointment shall terminate:

- either with the agreement of the teacher, or if because of her pregnancy she is incapable of doing her own or some other suitable work, at a date 11 weeks prior to the expected date of childbirth; or
- at some other date less than 11 weeks.

86. Fathers will be entitled to 2 weeks' paid paternity leave within 8 weeks of the child's birth. The contractual entitlement under the NJC's Paternity Leave Scheme will be for one week at full pay and one week at the statutory level of pay.

Further details of the scheme can be found in the NJC document "Joint Guidance on Work-Life Balance in Sixth Form Colleges" which is set out in Appendix 6.

87. Details of the maternity pay and leave scheme are set out in Appendix 5.

Age of Retirement

88. Teaching staff will normally retire at the end of the term in which they attain the age of sixty-five. Under the Employment Equality (Age) Regulations 2006 teachers have the right to request to remain in employment after their expected date of retirement. The employer has a duty to consider any such request using the following Fair Retirement Procedure:

- An employer must write to the employee, notifying them of the intended retirement date, between 6 and 12 months before the intended retirement date.
- The employee must be told in writing that they have a right to request to work longer.
- An employee who wants to exercise this right should make a written request three months before the intended retirement date.
- A meeting to discuss the request, and any subsequent appeal meeting, must be held within a reasonable period. The employee can ask to be accompanied by a colleague.
- During any period of extension, service will be terminable only upon following the Fair Retirement Procedure described above.

Note: This is a right to request only, not an automatic entitlement. Colleges need to give due consideration to any request and do not have to provide a reason for declining the request.

Note: If the teacher is a member of Teachers' Pension Scheme, in certain conditions, they may be able to retire earlier than age 60-65. Further advice can be obtained from Teachers' Pensions.

Recognition and Procedure Agreement

Introduction

1. This agreement, between the Sixth Form Colleges' Forum and the signatory unions, covers national union recognition and national machinery for jointly agreed recommendations on pay and conditions of staff, other than holders of senior posts.
2. The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents.
3. The signatories to this agreement share, as their guiding principle, the need to ensure an environment which seeks to provide education of the highest quality. To this end the signatories endorse the following objectives:
 - harmonious working relationships;
 - good industrial relations and fair treatment of staff;
 - commitment to equality of opportunity;
 - commitment to quality;
 - avoidance of disputes;
 - the ability for colleges to compete in the market place;
 - the ability for colleges to be managed flexibly in response to local needs;
 - and efficient use of LSC funding.

National Negotiations

4. The nationally recognised unions and the Sixth Form Colleges' Forum will negotiate nationally on a pay and conditions framework and on any other issues that the parties mutually agree from time to time should be the subject of national negotiations.
5. Agreements will have the status of joint recommendations to colleges and union branches. The signatories to this agreement are committed to seeking maximum support and adherence to nationally agreed recommendations that have been arrived at through the national joint machinery.

Recognition

6. The following unions are recognised nationally for the purpose set out in paragraph 4 above:

7. For Teaching Staff

For Support Staff

(other than holders of senior posts)

National Union of Teachers
Association of Teachers and Lecturers
National Association of Schoolmasters
Union of Women Teachers

UNISON

Structure of National Negotiations

8. There will be two committees to determine nationally agreed recommendations on pay and conditions: one for teaching staff and the other for support staff. In addition, there will be a national negotiating council which will deal with any issues that encompass all staff within the scope of this agreement.

Operation of the Agreement

9. The operation of this agreement will be kept under review by both sides in order that consideration can be given to the need for any changes in the light of experience. Either the Sixth Form Colleges' Forum or the signatory unions may give six months' notice of their intention to withdraw from this agreement.

10. The details of these arrangements are set out in the Appendix to this document.

National Joint Council For Staff in Sixth Form Colleges

I Constitution

1. Title

The Council shall be known as ‘the National Joint Council for Staff in Sixth Form Colleges’ (herein after referred to as the Council).

2. Scope

The functions of the Council as specified in Clause 5 shall relate to all staff employed by members of the Sixth Form Colleges’ Forum Ltd except those designated by individual colleges as “holders of senior posts” (in accordance with the Articles of Government).

3. Membership

(a) The Council shall consist of 22 members of whom 12 shall represent the member Colleges and 10 shall represent the staff.

(b) The member Colleges’ representatives shall be the 12 members elected by the Sixth Form Colleges’ Forum to form their Council.

(c) Representatives of the staff shall be appointed as follows:

For teaching staff:

Association of Teachers and Lecturers	2
National Association of Schoolmasters Union of Women Teachers	2
National Union of Teachers	<u>2</u>
	<u>6</u>

For support staff:

UNISON	4
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(d) If any organisation referred to in paragraphs (b) or (c) above fails to appoint the number of representatives provided for by this constitution, such failure to appoint shall not vitiate the decisions of the Council.

(e) In the event of any member of the Council or of any committee or sub-committee thereof being unable to attend any meeting of the Council, whether ordinary or special, or of any committee or sub-committee as the case may be, the organisation appointing such member shall be entitled to appoint another representative to attend in his or her place.

4. **Retirement of Members**

The members of the Council shall, without prejudice and subject to the provisions of Clause 3 hereof, continue in that capacity for so long as their appointing organisation may determine.

II Functions

5. (i) The Council and its Committees will negotiate nationally on a pay and conditions framework and on any other issues that the parties mutually agree from time to time should be the subject of national negotiations.
- (ii) The parties pledge themselves to negotiate constructively with a view to reaching joint agreements which are acceptable to their respective constituents.
- (iii) Agreement will have the status of joint recommendations to colleges and union branches. The parties are committed to seeking maximum support and adherence to nationally agreed recommendations that have been arrived at through this machinery.

III Procedure

6. **Committees and Sub-Committees**

The Council will operate through two Committees, one to consider issues relating to teaching staff and the other to consider issues relating to support staff. Membership of the Committee for Teaching Staff shall be six member colleges' representatives and nine staff representatives, three representatives from each of the teacher unions. Membership of the Committee for Support Staff shall be six member colleges' representatives and four staff representatives.

The Council may appoint such other committees, sub-committees and working parties as may be considered necessary. The Council shall determine the composition and the terms of reference of any such committees, sub-committees and working parties and the reports of all committees, sub-committees and working parties shall be submitted to the Council.

7. **Co-Opted Members**

The Council may co-opt, or allow any committee, sub-committee or working party to co-opt, such persons of special knowledge, not being members of the Council, as may serve the special interest of the Council, committee, sub-committee or working party, provided that persons so co-opted shall serve only in a consultative and non-voting capacity. The Council may also invite, or allow any committee, sub-committee or working party to invite the attendance of any person whose special

knowledge would be of assistance, but such a person shall not have the power to vote.

8. **Chair**

The Council shall be presided over by a Chair which shall be held in alternate years by a member of the colleges' representatives and a member of the staff representatives starting in the first year with a representative of the member colleges. The Chair shall have a vote, but not a casting vote. The Chair shall preside at all meetings of the Council, but in his/her absence from any meeting, a Chair shall be appointed from amongst the members of the appropriate Side for that year. A committee, sub-committee or working party shall appoint from its members at each meeting a Chair drawn from the appropriate Side for that year.

9. **Officers**

The Council shall appoint joint secretaries nominated by the respective Sides, and such other officers, if any, as it may think fit.

10. **Ordinary Meetings**

Ordinary meetings of the Council shall be held as often as may be necessary, but at least once in each year.

11. **Special Meetings**

The Chair shall call a special meeting of the Council if so requested in writing by a majority of the representatives from either Side. The requisition and also the notice summoning the meeting shall state the nature of the business proposed to be transacted thereat, and no other matters shall be discussed. Such special meetings shall only be called in very exceptional circumstances where the nature of the business fully justifies such a meeting. The meeting shall take place within 21 days of the receipt of the requisition by the Chair.

12. **Voting**

No resolution shall be regarded as carried unless it has been approved by a majority of the members present and representing the member colleges and a majority of the members present and representing the staff on the Council, committee, sub-committee or working party, as the case may be.

13. **Notice of Meetings**

All notices of meetings of the Council and of any committees, sub-committees or working parties thereof shall be sent to the respective members at least seven days before the date of the meeting. Such notices will contain both the time for the start of the meeting and in

addition the proposed time for the conclusion of the meeting, to be agreed by the Joint Secretaries. The proposed concluding time will only be exceeded by the agreement of both Sides of the meeting in question.

14. **Finance**

The expenses of the Council and its Committees, excluding any necessary travelling or subsistence expenses incurred by the members, shall be shared equally by the two Sides of the Council.

15. **Reports and Minutes**

The Council shall send to each of the constituent associations referred to in Clause 3 a copy of the minutes of the proceedings for all its meetings. Such minutes shall be subject to approval by the Council at its next meeting.

16. **Quorum**

The quorum shall be 12 members of the Council, divided equally between representatives of member colleges and representatives of the staff. In the absence of a quorum, the Chair shall be vacated, and the business then under consideration shall be the first business to be discussed at the next meeting.

The quorum of a Committee shall, subject to any directions given by the Council, be determined by the Committee.

17. **Amendment**

The Constitution shall be amended only with the assent of all the constituent organisations referred to in Clause 3 (b) and Clause 3 (c).

18. **Interpretation**

The Interpretation Act, 1978 shall apply to the foregoing provisions.

19. **Conciliation**

In the event of any dispute between the two Sides of the Council or one of its Committees in respect of pay and/or other terms and conditions of service of general application to all staff or of application to particular classes of staff, the dispute shall, if the two Sides agree, be reported to the Advisory Conciliation and Arbitration Service with a request that they use their good offices to conciliate in the dispute with a view to an agreement being reached by both Sides of the Council or Committee.

Sixth Form Colleges: Salary Structure for teaching staff**1st April 2010****New Spine Point**

1	£21,098
2	£22,769
3	£24,570
4	£26,516
5	£28,615
6	£30,879

<u>PSP Range</u>	P1	£33,454
	P2	£34,666
	P3	£36,009

Management Ranges

	1	2	3
A	35,900	37,141	38,421
B	37,591	38,831	40,112
C	40,619	41,857	43,139
D	42,986	44,088	45,341
E	45,796	47,033	48,314

London and Fringe Area Allowances

Inner London	£3,589
Outer London	£2,392
Fringe	£ 947

Individual Appeals against Pay

1. The particular duties, responsibilities and accountabilities attached to posts are of necessity in many cases somewhat difficult of detailed definition, and may vary from time to time without changing the general character of the duties or the levels of responsibility and accountability entailed. Such variations are a common occurrence and cannot of themselves justify reconsideration of the pay for the post.
2. Where, however, having had regard to paragraph 1 above, a member of staff wishes to raise the issue of the appropriate pay for their post, then they should submit a claim, in writing, for a reassessment of their pay. This claim should be considered by the postholder with responsibility for such issues. Any such consideration should include a meeting with the postholder bringing the claim, although this meeting could be waived if both parties agree. If the member of staff concerned is dissatisfied with the decision made in response to their claim then, if the criteria set out below are met, they have a right of appeal against the decision reached.
3. To establish a right of appeal the claim must relate to one of the following criteria:
 - (a) Where there has been a substantial change in the level of duties, responsibilities and/or accountabilities of the post going beyond variations of the kind referred to in paragraph 1 above, since the last appointment to the post or since the current level of pay for the post was established (whichever is later).
 - (b) Where duties, responsibilities and/or accountabilities are transferred from one post to another and a member of staff feels that as a consequence the college has misapplied the college pay framework to their post when assessing the level of duties, responsibilities and/or accountabilities of the post in comparison with the levels applicable to other similar posts in the college (see paragraph 4).
 - (c) Where a member of staff accepting a post after advertisement feels that the college has misapplied the college pay framework to their post when assessing the level of duties, responsibilities and/or accountabilities of the post in comparison with the levels applicable to other similar posts in the college (see paragraph 4).
 - (d) In respect of the Professional Standards Payment (PSP), or progression on the PSP and/or Management ranges, there will be the right of appeal where a teacher believes that they have been

wrongly assessed as either not yet meeting the professional standards or not meeting the standards for progression following PSP on the grounds that the person who made the decision either:

- incorrectly applied any provision in the Professional Standards Manual; or
 - failed to have proper regard for any guidance provided by the National Joint Council for Staff in Sixth Form Colleges; or
 - failed to take proper account of relevant evidence; or
 - took account of irrelevant or inaccurate evidence; or
 - was biased; or
 - otherwise unlawfully discriminated against the teacher.
4. A member of staff bringing an appeal under the terms of paragraph 3 above shall be entitled to refer to comparability with other similar posts within the college which have similar levels of duties, responsibilities and/or accountabilities. Likewise, the college shall also be entitled to refer to comparability when responding to a member of staff's claim.
 5. Where a right of appeal exists, a member of staff must register that they wish to pursue an appeal within one month of being notified of the decision on their claim (see paragraph 2 above).
 6. Colleges should devise an appropriate procedure for the hearing of such appeals. This procedure should provide for a speedy and fair consideration of the issue and should take account of the principles contained in the following framework:
 - (i) a member of staff wishing to appeal has the right to put forward a statement of their case (both in writing and verbally) and to be represented by a colleague (who could be the college trade union representative or an appropriate trade union official).
 - (ii) the appeal should be considered by a person or persons either of the same seniority or higher than the postholder who made the decision being appealed against. Where such an appeal hearing includes members of the Corporation, then the result of such a hearing should take the form of a recommendation to the Principal who would retain the responsibility for the final decision.
 - (iii) where those hearing the appeal believe it appropriate, they may seek advice from an independent adviser (acceptable to all parties) who would have no say in the decision itself.
 - (iv) a suitable procedure for the conduct of the appeal hearing is attached.

Procedure for the conduct of an appeal hearing

The procedure at the hearing should normally follow this course:

1. The member of staff or her/his representative will state his/her case.
2. The appropriate member of college management may ask questions of the member of staff or her/his representative.
3. The member of college management will state the college's case.
4. The member of staff or her/his representative may ask questions of the member of college management.
5. The person or persons hearing the appeal may then ask questions of both parties.
6. Closing statements by both parties, with the appellant speaking last.
7. The two parties will then withdraw for the case to be considered. If possible the result of the appeal should be communicated orally on the same day; in any event, it will be communicated in writing to the parties within 5 working days.

Notes

1. The member of staff has a right to be represented by a colleague (who can be the college union representative or an appropriate trade union official).
2. The appropriate member of college management referred to in the procedure as the other party should be the postholder who made the decision on the pay level that is being appealed against.
3. Both parties have the right to submit a written statement, which should be exchanged with the other party and circulated to the person or persons hearing the appeal as early as possible and at the latest 48 hours (2 working days) before the appeal hearing.
4. If after the close of the appeal hearing, the person or persons hearing the appeal wish to clear points of uncertainty, then both parties are to be present to give clarification.

Professional Duties

The following duties shall be deemed to be included in the professional duties which a teacher employed by a Sixth Form College may be required to perform.

Teaching

1. (a) planning and preparing courses and lessons;
- (b) teaching, according to their educational needs, the students assigned to you including the setting and marking of work to be carried out by the student in college and elsewhere;
- (c) assessing, recording and reporting on the development, progress and attainment of students

in each case having regard to the curriculum for the college.

Other Activities

2. (a) promoting the general progress and well-being of individual students and of any class or group of students assigned to you;
- (b) providing guidance and advice to students on educational and social matters and on their further education and future careers, including information about sources of more expert advice on specific questions; making relevant records and reports;
- (c) making records of and reports on the personal and social needs of students;
- (d) communicating and consulting with the parents of students;
- (e) communicating and co-operating with persons or bodies outside the college;
- (f) participating in meetings arranged for any of the purposes described above.

Assessments and Reports

3. Providing or contributing to oral and written assessments, reports and references relating to individual students and groups of students.

Appraisal and Staff Development

4. (a) participating in arrangements made for the appraisal of your performance and that of other staff in the light of the responsibility for the appraisal of staff that is laid on the College Principal by Article 3(2)(c) of the College's Articles of Government;
- (b) reviewing from time to time your methods of teaching and programmes of work;
- (c) participating in arrangements for your further training and professional development.

Educational Methods

5. Advising and co-operating with the Principal and other teachers (or any one or more of them) on the preparation and development of courses of study, teaching materials, teaching programmes, methods of teaching and assessment and pastoral arrangements.

Discipline, Health and Safety

6. Maintaining good order and discipline among the students and safeguarding their health and safety both when they are authorised to be on the College premises and when they are engaged in authorised college activities elsewhere.

Staff Meetings

7. Participating in meetings at the college which relate to the curriculum for the college or the administration or organisation of the college, including pastoral arrangements.

Cover

8. Supervising and so far as practicable teaching any students whose teacher is not available to teach them:

Provided that no teacher shall be required to provide such cover:

- (a) after the teacher who is absent or otherwise not available has been so for three or more consecutive working days; or
- (b) where the fact that the teacher would be absent or otherwise not available for a period exceeding three consecutive working days

was known to the college for two or more working days before the absence commenced;
unless:

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purpose of providing such cover ('a supply teacher');

or

(ii) the college has exhausted all reasonable means of providing a supply teacher to provide cover without success;

or

(iii) she/he is a full-time teacher at the college but has been assigned by the Principal in the timetable to teach or carry out other specified duties (except cover) for less than 75 per cent of those hours in the week during which students are taught at the college.

Public Examinations

9. Participating in arrangements for preparing students for public examinations and in assessing students for the purposes of such examinations; recording and reporting such assessments; and participating in arrangements for students' presentation for and supervision during such examinations.

Management

10. (a) contributing to the selection for appointment and professional development of other teachers and support staff, including the induction and assessment of new and probationary teachers;

(b) co-ordinating or managing the work of other staff;

(c) taking such part as may be required of you in the review, development and management of activities relating to the curriculum, organisation and pastoral functions of the College.

Administration

11. (a) participating in administrative and organisational tasks related to such duties as are described above, including the management or supervision of persons providing support for the teachers in the College and the ordering and allocation of equipment and materials;
- (b) attending assemblies, registering the attendance of students and supervising students, whether these duties are to be performed before, during or after College sessions.

TEACHERS' MATERNITY PAY AND LEAVE SCHEME

Appendix 5

A. The scheme applies to:	All pregnant teachers regardless of the number of hours worked per week
B. Initial obligations on the teacher:	<ul style="list-style-type: none"> a) Continues to be employed by the college (whether or not at work) until immediately before the start of her absence b) Notifies the college, in writing, as soon as practicable, but not later than the end of the 15th week (unless there is good cause) before the expected week of childbirth that she wishes to be absent for maternity and the expected week of childbirth (EWC). If requested by the college, produces a certificate from a registered medical practitioner or a certified midwife stating the expected week of childbirth c) Notifies the college in writing at least 28 days before her absence begins, or as soon as is reasonably practicable: <ul style="list-style-type: none"> i) of the date of the beginning of her absence which shall be no earlier than 11 weeks before the EWC, and ii) that she intends to return to work with her employer (if that is her intention) d) Notifies the college, with at least 28 days notice, of any change in a previously notified date for the beginning of her absence e) Does not remain at work if certified medically unfit to do so (taking into account the provisions of the Management of Health and Safety at Work (Amendment) Regulations 1994) f) On receipt of the teacher's notification the college will write to the teacher within 28 days stating her expected date of return from maternity leave (see D below)

C. Ante-natal care	Any pregnant teacher has the right to paid time off to attend for ante-natal care and must produce evidence of appointments if requested to do so by the college
D. Rights of the teacher to statutory maternity leave	<p>If the teacher complies with B above:</p> <ul style="list-style-type: none"> a) All teachers are entitled to 26 weeks' Ordinary Maternity Leave and 26 weeks' Additional Maternity Leave, i.e. teachers will be entitled to leave of 52 weeks in total b) To commence Ordinary Maternity Leave not earlier than 11 weeks before the EWC c) To choose when to start her maternity leave, except that her maternity leave will automatically be triggered if: <ul style="list-style-type: none"> (i) she is absent from work "wholly or partly because of pregnancy or childbirth" after the beginning of the 4th week before the EWC (ii) where the baby is born before maternity leave commences. In these circumstances the date of childbirth shall be regarded as the first day of maternity leave <p>N.B. The teacher should notify the college as soon as is reasonably practicable that she has given birth or that she is absent wholly or partly because of pregnancy</p>

E. Maternity Pay

Pay During Ordinary Maternity Leave

Statutory Pay

Payment for teachers with less than 1 year's continuous service at the beginning of the 11th week before the EWC will be their entitlement to Statutory Maternity Pay or Maternity Allowance

Occupational Pay

Teachers with *at least 1 years' continuous service* at the beginning of the 11th week before the EWC will be entitled to the following:

Weeks 1-6

For the first four weeks, full pay (inclusive of payments made by way of SMP or Maternity Allowance)

For the next two weeks 9/10ths of a week's pay (inclusive of the payments referred to above)

Weeks 7-18

Where a teacher has declared in writing that she intends to return to work she will receive half pay without deduction except to the extent that the half pay plus SMP (or MA and any dependent's allowances if the employee is not eligible for SMP) exceeds full pay. This is paid on the understanding that a teacher will return to employment for at least 13 weeks

For teachers not intending to return to work, payment will be the teacher's entitlement to SMP

Weeks 19-39

For the remaining 21 weeks the teacher will receive her SMP entitlement

	<p><u>Pay During Additional Maternity Leave</u></p> <p>The initial 13 weeks of AML will be paid at the rate of SMP, the remaining 13 weeks will be unpaid</p> <p><u>Refund of Maternity Pay</u></p> <p>In the event of a teacher not being available, or being unable to return to her job for 13 weeks in accordance with section F below, she shall refund such sum as the college at their discretion may decide. A teacher with at least one year's continuous service is, however, entitled to retain the first six weeks' payment under this scheme (N.B. payments made by way of SMP are not refundable)</p>
<p>F. Subsequent obligations on the teacher</p>	<p>a) To return to her job for at least 13 weeks (including periods of college closure) as a qualifying condition to the maternity pay payable after six weeks' absence (see E above). This requirement may be reduced at the discretion of the college</p> <p>b) Where the college agrees, a full-time teacher may return to work on a part-time basis for a period which equates to 13 weeks of full-time service. Similarly, where the college agrees, a part-time teacher may return to work on a different part-time basis for a period which equates to 13 weeks' part-time service relating to her previous contract</p> <p>c) The 13-week period (or part-time equivalent) starts from the date the teacher returns to work or the date during the college holiday on which the teacher is declared medically fit to be available for work</p>

<p>G. Return to work</p>	<p>a) It will be assumed that a teacher will be returning at the end of Ordinary Maternity Leave, or if she chooses to take Additional Maternity Leave, at the end of that period. If a teacher wishes to return earlier than this they must give notice, in writing if requested, of:</p> <ul style="list-style-type: none"> • 8 weeks in the case of a teacher taking OML, and • 8 weeks in the case of a teacher choosing also to take to AML <p>Where the notice given is less than above, the college may delay the teacher's return to ensure the appropriate notice, but not beyond the end of the maternity leave period</p> <p>The teacher has the right to return to her own job after 26 weeks. After 52 weeks she also has the right to return to the same job unless there is a reason why it is not reasonably practicable for her to return to her old job, in which case she should be offered a 'a similar' job on terms and conditions which are not less favourable than her original job</p> <p>b) Where it is not practicable, by reason of redundancy, for the college to permit her to return to work in her job, the teacher shall be entitled to be offered a suitable alternative vacancy where one exists, provided that the work to be done in that post is suitable to her and appropriate to the circumstances, and that the capacity and place in which she is to be employed and her terms and conditions of employment are not substantially less favourable to her than if she had been able to return to the job in which she was originally employed</p> <p>c) Where the teacher is unable to return to work due to sickness she will be regarded as having returned to work and the provisions of the sick pay scheme will apply</p>
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1. Definitions

- 1.1 For the purpose of this scheme, “**a week’s pay**” shall be treated as the amount payable to the teacher under the current contract of employment. If there are significant variations in the teacher’s salary, the average salary over the 12 weeks preceding the date of absence shall be treated as a week’s salary.
- 1.2 **Childbirth** means the birth of a living child, or the birth of a child whether living or dead after 24 weeks pregnancy.
- 1.3 **Continuous service** shall be calculated in accordance with paragraph 40 of the Conditions of Service Handbook.
- 1.4 Nothing in the above provisions shall be construed as providing rights less favourable than statutory rights.

2. Other absences

- 2.1 If, in the early months of pregnancy, a teacher is advised by an approved medical practitioner to absent herself from college because of the risk of rubella, she shall be granted leave with full pay.
- 2.2 Absence on account of illness which is attributable to the pregnancy, including absence on account of miscarriage, and which occurs outside the period of absence for maternity, shall be treated as ordinary absence or sick leave and shall be subject to the conditions normally governing such leave, provided where necessary it is covered by a doctor’s statement.

3. Adoption Leave and Pay

- 3.1 Statutory Adoption Leave is exactly the same as Statutory Maternity Leave with 26 weeks Ordinary Adoption Leave and 26 weeks Additional Adoption Leave. It can be taken by either the adopted mother or father and one partner can take adoption leave and one can take ‘Paternity’ Leave. The statutory pay arrangements are for 39 weeks at the same rate as Statutory Maternity Pay. These are the statutory provisions but colleges may wish, however, to introduce their own adoption leave schemes, which could confer similar rights to those available under the Occupational Maternity Scheme.
- 3.2 Colleges will need to see confirmation from the adoption agency. Other issues surrounding adoption are referred to in the Joint Guidance on Work-Life Balance which can be found at Appendix 6.

- 3.3 If the adoption does not work out, the statutory scheme provides for the leave to continue for 8 weeks before the employee returns to work to provide for a recovery period.

4. Contact During Maternity and Adoption Leave

- 4.1 During the maternity or adoption leave period an employer may make reasonable contact with an employee, and in the same way an employee may make contact with her employer. The frequency and nature of the contact will depend on a number of factors, such as: the nature of the work and the employee's post, any agreement that the employer and employee might have reached before maternity leave began as to contact; and whether either party needs to communicate important information to the other, such as, for example, news of changes at the workplace that might affect the employee on her return.
- 4.2 The contact between employer and employee can be made in any way that best suits either or both of them. For example, it could be by telephone, by email, by letter, involving the employee making a visit to the workplace, or in other ways.
- 4.3 Employers should note that they must, in any event, keep the employee informed of promotion opportunities and other information relating to her job that she would normally be made aware of if she was working.
- 4.4 Employers and employees will often find it helpful, before maternity leave starts, to discuss arrangements for maintaining contact with each other. This might include agreements on the way in which contact will happen, how often, and who will initiate the contact. It might also cover the reasons for making contact and the types of things that could be discussed.
- 4.5 What constitutes "reasonable" contact will vary according to the circumstances. Some women will be happy to stay in close touch with the workplace and will not mind frequent contact with the employer. Others, however, will prefer to keep such contact to a minimum.
- 4.6 However, it is important that the amount and type of contact must not be excessive or intrusive and that each teacher must not be required to carry out any work at home.

5. Work During the Maternity and Adoption Leave Period – “Keeping in Touch Days”

- 5.1 Employees may, by agreement with their employer, do up to ten days' work – known as “Keeping in Touch days” - under their contract of employment during the maternity or adoption leave period. Such days are different to the reasonable contact that employers and employees may make with one another – described in the section above – as during Keeping in Touch days employees can actually carry out work for the employer, for which they will be paid.
- 5.2 Any work done on any day during the maternity pay or maternity leave period will count as a whole Keeping in Touch day, up to the 10-day maximum. In other words, if an employee comes in for a one-hour training session and does no other work that day, she will have used one of her Keeping in Touch days.
- 5.3 The type of work that the employee undertakes on Keeping in Touch days is a matter for agreement between the two parties. They may be used for any activity which would ordinarily be classed as work under the woman's contract, for which she would be paid, but could be particularly useful in enabling a woman to attend a conference, undertake a training activity or attend for a team meeting for example

Joint Guidance on Work-Life Balance in Sixth Form Colleges

This document is a result of discussions in the National Joint Council for Sixth Form Colleges. It aims to set out the ways that Sixth Form Colleges can balance a positive approach to working arrangements with the needs of colleges as providers of education. It recognises that it is in the interests of colleges to adopt policies that allow employees to balance their working lives with their personal needs and responsibilities. Nevertheless, it is recognised that many colleges already have their own arrangements in this respect and that in many areas it is sensible for individual colleges to find their own solutions. The overall message is that flexibility in the area of working arrangements is encouraged wherever it is not detrimental to the needs of the college.

Guidance is provided in the following areas:

- Parental leave (*page 50*)
- Maternity support/paternity leave (*page 53*)
- Adoption leave (*page 54*)
- Time off for dependants (urgent family leave) (*page 56*)
- Time off for fertility treatment (*page 57*)
- Time off for religious observances (*page 58*)
- Flexible Working (*page 59*)

1. Parental Leave

Statutory Entitlements (The Default Scheme)

The Maternity and Parental Leave, etc. and the Paternity and Adoption (Amendment) Regulations, which implement certain provisions of the Work and Families Act 2006, came into force in October 2006 and provide a number of rights in relation to Parental Leave. Often referred to as the 'fallback' or 'default scheme' these are the minimum rights to which employees are eligible without a collective or workforce agreement. These *minimum* rights are:

- 13 weeks leave for all employees with continuous service of one year or more (18 weeks for parents of disabled children).
- The leave to be unpaid.
- To be taken in units of one week (one day for parents of disabled children).

- No more than 4 weeks to be taken in any one year.
- Notice of at least 21 days required, giving the dates when the leave is to start and finish. It need not necessarily be in writing.
- For parents of children born or adopted on or after 15th December 1999, the employee's right to take the leave lasts until the child's fifth birthday or until five years have elapsed following placement in the case of adoption.
- For parents of children born or adopted between 15th December 1994 and 14th December 1999, the employee's right to take the leave lasts until 31st March 2005 or until the child's 18th birthday if this is sooner, in the case of adoption.
- Parents of disabled children are able to use their leave over a longer period, up until the child's 18th birthday.
- The employer can postpone the leave for no longer than six months after the beginning of the period that the employee originally wanted to start his or her parental leave, if it considers that the employee's absence would unduly disrupt the business.
- No postponement can be made where the request is to take parental leave immediately after the birth or adoption of a child.
- At the end of parental leave an employee is guaranteed the right to return to the same job as before or, if that is not practicable, to a similar job which has the same or better status, terms and conditions as the old job; where the leave taken is for a period of four weeks or less¹ the employee will be entitled to go back to the same job.

Clearly the default scheme is the basic minimum set of rights to which employees are entitled. Good practice suggests that Sixth Form Colleges will provide rights over and above the minimum where this is possible without jeopardising the effective operation of the college concerned. Each college will wish to decide on the particular elements to include in its own parental leave scheme. Set out below are suggestions in this respect.

1.1 **Parental Leave During Term Time**

Parental leave is for parents, adoptive parents and guardians to care for their children. Parental leave policies recognise the complexity of reconciling particular work patterns with responsibilities for young children. They provide a framework to agree time away from work to enable employees to participate more fully in their children's lives and support their development.

Although there may be periods when it is essential that teachers and support staff are present in college, to a certain extent this will depend upon the individual circumstances of each college. Therefore, where the needs of the employee and the college can be matched colleges are advised to make every effort to comply with requests for parental leave

¹ An employee will only be able to take more than four weeks in any one year if the college has agreed to it i.e. has conferred a right over and above that provided by the 'default scheme'.

during term time and not to postpone the leave unless to grant it would unduly disrupt the business¹. Colleges should be aware that they will need to have objective justification for any postponement.

1.2 **Paid Parental Leave**

As it is felt unlikely that many parents will take parental leave if it is unpaid, colleges may wish to consider whether some or all of it should be paid.

1.3 **Eligibility for Parental Leave**

Both mothers and fathers, whether they are the natural or adoptive parents, can qualify for parental leave, provided they are employees. They must be named on the child's birth certificate or they must have, or expect to have, parental responsibility under the law² for the child. The parents of a child do not have to be living with the child in order to qualify for parental leave but the leave must be to care for the child.

In some cases parental responsibility will have been given to someone other than a natural or adoptive parent, such as a guardian. If an individual has acquired parental responsibility for the child, he or she can qualify for parental leave.

The NJC recognises, however, that there may well be circumstances where an employee has an unofficial parental responsibility for a child. Colleges are advised to be flexible in considering whether it would be appropriate to confer the right to parental leave to such employees. This could include, for example, long-term foster parents, step-parents or grandparents.

1.4 **Patterns of Parental Leave**

The default scheme requires parental leave to be taken in units of one week and no more than 4 weeks to be taken in any one year. Colleges should consider whether a more flexible system could better meet the needs of both parents and colleges. For example, in some circumstances, it may be easier to accommodate the odd day or two or shorter working days. Or, cover might be more easily arranged for periods longer than one week.

1.5 **Notice Requirements**

The statutory notice period for taking parental leave is 21 days and the employee must give the dates when the leave is to start and finish. The notice does not have to be in writing.

¹ Note, there is no provision to postpone where the employee has given notice to take parental leave immediately after the time the child is born or is placed with the family for adoption.

² 'parental responsibility' has the meaning given by section 3 of the Children Act 1989.

Colleges may wish to consider allowing the partners of pregnant women to take parental leave without the usual notice requirements immediately before the birth if desired. In addition, colleges may wish to consider allowing such partners to take up to one week's parental leave immediately before the birth if desired. Clearly this right would be qualified with the proviso that it is dependent upon the ability to match the needs of the employee with those of the college.

2. **Maternity Support/Paternity Leave**

Statutory Entitlements

Paternity Leave

- 2 weeks paid paternity leave within 8 weeks of the child's birth.
- Payment at the same rate as the current rate of SMP, (or 90% of average weekly earnings if this is less).
- Fathers to notify their employer of their planned date of leave in the 15th week before the week the baby is due.
- Fathers to complete a simple self-certificate to confirm their eligibility.
- Fathers who choose can take leave from the date of birth of the child, whether this is early or late.
- When a couple adopts, they can choose who takes adoption leave and who paternity leave.
- Fathers must have 26 weeks qualifying service with their employer.

In addition:

- The Employment Rights Act 1999 provides the right to reasonable time off to provide assistance on an occasion when a dependant gives birth (see 'Time off for dependants' above).
- The Maternity and Parental Leave Regulations as amended allow fathers with one year's continuous service to take parental leave at the time of the birth with 21 days notice of the expected week of childbirth and the length of the leave requested (see Parental Leave above)

Contractual Entitlements

Clauses in the Conditions of Service Handbooks for both Support Staff and Teaching Staff enhance the rights available under statute, in the following way:

The contractual scheme entitles staff to the first week of their paternity leave at full-pay rather than at the statutory level of pay, which is the equivalent of the current rate of SMP.

Leave for the purposes of supporting a woman around the time of the birth and to help care for a baby in the early days of its life is most often taken by the father and is commonly known as paternity leave. The statutory scheme (above), including the contractual scheme (above), are paternity leave schemes.

Leave may also be given to a nominated carer: the person nominated by the mother to assist in the care of the child and to provide support to the mother at the time of the birth. This could be a partner (including same sex partner) of a pregnant woman, or another relative or friend. This is commonly known as maternity support leave. Colleges may wish to consider developing a scheme of maternity support leave if they do not have one already.

Colleges should consider the interaction between the entitlements to maternity support leave, parental leave and dependants leave.

The contractual entitlement above will supersede any less favourable local agreements that colleges currently have in place in relation to paternity leave.

3. Adoption Leave

Statutory Entitlements

Entitlement to adoption leave and pay were introduced from April 2003 and extended from April 2007 by the Work and Families Act 2006. The key features of the statutory scheme are:

- Employees have the right to adoption leave and pay in relation to a child newly placed for adoption where the adopter is notified by an approved adoption agency of being matched with a child.
- Statutory adoption leave is for the same length of time as statutory maternity leave. Adoptive parents are entitled to 26 weeks' ordinary adoption leave and up to 26 weeks' additional adoption leave (up to 52 weeks in total).

- Statutory adoption pay is paid at the same flat rate of pay as the current rate of statutory maternity pay (or 90% of average weekly earnings if this is less) for a period of up to 39 weeks.
- Adoptive parents must notify their employer of the planned date of leave when matched with a child.
- Adoption leave is available to only one parent. The other parent will be eligible for paternity leave.
- Adoption leave is available to parents adopting children from within the UK or overseas through an approved adoption agency.
- 26 weeks qualifying service with the employer is needed.
- Parents whose adoptive children were placed with them before 1 April 2007 are entitled to the above periods of ordinary and additional adoption leave but are entitled only to 26 weeks' statutory adoption pay.

The above are the statutory minimum rights that colleges must give their employees. The Teachers' and Support Staff Handbooks advise at Appendix 5 and Appendix 4 respectively that colleges may wish to introduce their own adoption leave schemes, which could confer similar rights to those available under the occupational maternity schemes. These also deal with the issues of contact during adoption leave and "Keeping in Touch days" during adoption leave.

Other issues that colleges may wish to consider include the following:

- Prospective adoptive parents may need time away from work for meetings with social services, the adoption agencies and the child before adoption takes place.
- Once adoption has taken place, the parents need time to settle the child. Ideally they should have the option of both leave and/or different or reduced working hours.
- Prospective adoptive parents may be given very short notice of when the child will be placed, and procedures need to take this into account.

Time Off for Dependants (Urgent Family Leave)

Statutory Entitlements

The Employment Relations Act 1999 has inserted provisions into the Employment Rights Act 1996 regarding time off for dependants. The main elements of the statutory scheme are:

- The right to reasonable time off work to deal with the following situations:
 - a) To provide assistance on an occasion when a dependant falls ill, gives birth or is injured or assaulted,
 - b) To make arrangements for the provision of care for a dependant who is ill or injured,
 - c) In consequence of the death of a dependant,
 - d) Because of the unexpected disruption or termination of arrangements for the care of a dependent, or
 - e) To deal with an incident, which involves a child of the employee, and which occurs unexpectedly in a period during which an educational establishment that the child attends is responsible for him.
- No minimum service is required to qualify for the leave.
- The leave is to be unpaid.
- A dependent is defined as the employee's:
 - spouse,
 - civil partner
 - child,
 - parent, or
 - person who lives in the same household as the employee, otherwise than by reason of being his employee, tenant, lodger or boarder.
- For the purposes of a) and b) above the definition of a dependent *also* includes, any person who reasonably relies on the employee:
 - for assistance on an occasion when the person falls ill or is injured or assaulted, or
 - to make arrangements for the provision of care in the event of illness or injury.
- For the purposes of d) above, the definition of a dependent *also* includes any person who reasonably relies on the employee to make arrangements for the provision of care.

The above are the minimum statutory rights to which all employees are entitled. In addition, the Teachers and the Support Staff Conditions of Service Handbooks include, at paragraphs 28 and 16 respectively, the following provision:

'Additional leave, with or without pay, may be granted in special circumstances at the discretion of the college'.

Clearly many individual colleges will have their own policies and procedures in this area. Colleges will need to look at the interaction of these with the statutory requirements and are encouraged also to be flexible with regard to enhancing the statutory minimum. A reasonable enhancement of legal entitlements can contribute to a workplace culture of caring for employees. Colleges may wish to consider, for example:

- Extending, or being more specific, about the definition of dependant to ensure that all similar close relationships are covered, including same-sex relationships not covered by civil partnerships
- Extending the right to wider categories of absence. For example, college policies may extend the statutory rights to cover situations which might not strictly fall under the statutory definition of emergency, and include the right to additional time, paid or unpaid, away from work than that strictly required to comply with the law.
- Providing paid leave to employees covering some element of the leave, should there be no current arrangement or procedure already in place.
- Exercising a degree of discretion on the enhancement of legal rights. This is helpful in tailoring rights to leave to the circumstances of the case (for example, the need to arrange/travel to funerals abroad). However, colleges will need to consider how such discretion can be exercised fully.

4. **Time Off for Fertility Treatment**

Statutory Entitlements

There is no specific legal right to have time off for fertility treatment.

However.....

About one in six couples needs medical help to have a child. This may involve taking time off for appointments or treatment. In a few instances, many visits may be necessary over a lengthy period of time. Fertility problems can be very stressful. Treatment may include counselling sessions.

The need for fertility treatment only affects a small minority of employees at any one time, but for them it is a major issue. Unlike most other medical treatments, employees with fertility problems may have difficulty getting the necessary time off. Their partners may have even greater difficulties getting away from work to attend appointments together.

Colleges may wish to formulate a policy for time off for fertility treatment. This could include an element of paid as well as unpaid leave.

5. Time Off for Religious Observances

Statutory Entitlements

Article 9 of the Human Rights Act covers freedom of thought, conscience and religion, and may cover the right to reasonable time away from work for religious observance.

- From December 2003 the Employment Equality (Religion and Belief) Regulations prohibited direct and indirect discrimination on grounds of religion and belief. Indirect discrimination arises where employer policies on leave of absence particularly disadvantage some religious groups in comparison to others. Discrimination on grounds of religion may also amount to race discrimination, in which case it would be prohibited under the Race Relations Act 1976.

Time away from work may be needed by employees whose religious duties are not covered by weekends and the current statutory bank holidays. This can include days off for festivals, time away from work during the day for prayer, and adjusting working time to accommodate periods of fasting (e.g. reducing the lunch hour and enabling an earlier departure from work).

Enabling employees to respect their religious observances is an important component of any equal opportunities policy, and contributes to attracting a diverse workforce.

In light of the above colleges may wish to establish policies for allowing staff time off for religious observances. Issues that they may wish to take into account include:

- Time off for religious observance can be planned in advance. Policies need to establish reasonable notification periods.
- Some religions require their adherents to make pilgrimages, which may in turn lead to requests for extended leave under this heading.
- Some religious events occur on different dates each year.

- Reference to the policies in recruitment literature may assist colleges in improving recruitment among ethnic minority staff.
- Where the need for breaks during the working period is for prayer, the college should consider providing access to quiet facilities where this can take place.
- It might be possible for time off for prayer to be made up through, for example, shorter lunch breaks, or earlier or later working times, bearing in mind the requirements for breaks in the Working Time Regulations¹.
- It should be remembered that depth of religious belief varies between individuals. Simply because some employees of a particular faith may not wish to celebrate certain festivals this should not be used as the reason for denying time off to celebrate these festivals for other employees of a similar faith.

6. Flexible Working

Statutory Entitlements

There are no specific entitlements to flexible working patterns. However, under the Flexible Working (Eligibility, Complaints and Remedies) Regulations 2002 staff with children under the age of 6 (or 18 if the child is disabled) have the right to request flexible working arrangements. (This right was extended to cover those caring for a qualifying adult from 6th April 2007 under the Work and Families Act 2006). This is a right to request only and not an automatic entitlement. Colleges will need to give due consideration to any requests received. Colleges will also wish to bear in mind the need to treat staff equally. Specifically they will wish to ensure that any arrangements are in accordance with:

The Sex Discrimination Act 1975

- Unreasonable refusal to consider requests for part-time work for women returning from maternity leave may contravene the SDA.

The Disability Discrimination Act 1995

- Provides the right for disabled people to work reduced hours or to work a different work pattern if they require this to carry out the job, and it is a reasonable adjustment to the job.

The Working Time Regulations 1999

- Relevant to flexitime - need to be aware of the WTR regarding breaks and the number of hours worked over a particular period.

¹ Workers have a right to work no longer than 48 hours per week and to 11 hours rest per day, a day off each week, an in-work rest break if the working day is longer than six hours, and four weeks paid leave per year.

- Relevant to average/annualised hours – must take account of the relevant parts of the WTR regarding breaks and the number of hours worked in any particular period.
- Relevant to swapping hours¹ - must take account of the relevant parts of the WTR regarding breaks and the number of hours worked in any particular period.

The Part-Time Workers Regulations 2000

Part-time employees must not be treated less favourably than a comparable full-time employee under the Part-Time Workers Regulations 2000.

The Education sector has a high percentage of annualised hours, term-time working and part-time working. This allows colleges to meet the unique demands of the sector and can be to the benefit of staff, particularly those with childcare responsibilities. However, the NJC for Sixth Form Colleges recognises the importance of allowing as many staff as possible to get a better balance between paid work and other life priorities. It is therefore recommended that, when reviewing working time and patterns, colleges should explore all types of 'non-standard' working arrangements including changes to working hours, changing the time when work is carried out, job-share, flexitime and flexible working patterns.

Colleges will note that paragraphs 28 and 16 respectively of the Teachers and the Support Staff Conditions of Service Handbooks, i.e.

'Additional leave, with or without pay, may be granted in special circumstances at the discretion of the college'

can be used to provide for a greater work-life balance for staff who wish to take leave other than for family/dependency related reasons e.g. sabbaticals, the 'holiday of a lifetime', study, etc.

In addition to the statutory requirement not to unreasonably refuse an employee's request to return to part time after maternity leave, colleges should give consideration to applications for flexible working for such staff.

The effect of changing hours on the pension and leave entitlement of the employee should be made clear to the employee.

It may not be possible to accommodate all requests to change working times and patterns. However, colleges are advised to give sympathetic consideration to such requests, notwithstanding that any changes would have to fit in with the service needs of the college. Colleges may wish to accommodate temporary changes to working times and patterns either to trial the effectiveness of changes or to meet specific circumstances.

¹ This is where employees are able to exchange hours with colleagues doing the same type of work at different times of the day.

PERFORMANCE MANAGEMENT FRAMEWORK

1. Performance Management Schemes: General Guidance

Sixth Form Colleges already have appraisal and self-assessment processes. Performance Management will build on the systems already in place and should be a development of existing processes. It is not envisaged that this will be a totally additional scheme.

Performance Management Schemes set organisational, team and individual performance objectives which are then assessed later to see if they have been achieved. Performance Management is, therefore, a method of linking the strategic objectives of the college to staff teams and individual members of staff.

The aims of performance management schemes are:

- i) to motivate staff and strengthen and recognise their commitment.
- ii) to improve the performance of staff by concentrating on key objectives.

To achieve these aims:

- performance management considers the desired outputs – the delivery of work required, which is emphasised in the setting of objectives and
- performance management looks at the necessary inputs – the knowledge, skills, training and resources needed, which are considered in the appraisal / review of progress made.

Performance management schemes are used to inform management decisions about future objectives both for the organisation and for the individuals within it. Use of a performance management scheme should also lead to a greater understanding of the individual employee's needs and aspirations. Individuals benefit from the greater clarification of their objectives and the support they receive through regular feedback on progress.

A "cascade" process is involved with a performance management system, which starts with the college strategic plan. This plan is to be used to develop the priorities and objectives of smaller groups i.e. "team goals". Individual objectives will, in turn, be derived from the team goals. At agreed times, progress reviews will be undertaken.

These reviews/assessments, including the adequacy of the appropriate inputs, will then feed through to the ongoing process of the consideration of

the needs of the organisation and also for the individual concerned, will illustrate any training and development needs. Both the organisational, team and individual needs in turn relate back to the strategic planning function.

2. Setting and Reviewing Objectives

The responsibilities listed in a post's job description become the 'key accountabilities' in a performance management scheme. These are, therefore timeless - not changing unless the job itself changes and should relate to outputs – looking at "what" is required and not at "how" and "when".

E.g. management of resources - what responsibilities for staff, finance systems are involved.

From this list of accountabilities, objectives should be set indicating the achievements expected from the postholder over a set time. These objectives, which should be agreed between management and the postholder, should be:

- relevant to the fulfilment of an accountability
- time-bound (setting a suitable time-scale)
- measurable and assessable
- challenging yet achievable (the idea being to encourage staff and not to make the objectives beyond reach).

It is important in setting objectives, however, to:

- balance short-term and long-term objectives (it is easy to over – emphasise the short-term and ignore the long-term).
- balance volume against quality - a reasonable limit should be kept on expected achievements for any one year - not all accountabilities have to have objectives set each year.
- balance objectives that are totally individual with those achieved as part of a team e.g. teaching undertaken by a group of staff.
- assess all objectives and not just those that are easily measured.

Objectives will either be:

Quantitative objectives – including numbers, money and time and are therefore, relatively specific, clear and easy to measure

or

Qualitative objectives – which will be more subjective but still need some means of assessment.

Unexpected situations e.g. staff shortages, can affect the agreed objectives. Objectives should be monitored on a regular basis (but, normally, not more than once a term) so that any unexpected situations can be identified and their impact on the objectives assessed. If necessary, agreed changes can then be made to the objectives so that they remain realistic.

The full review of objectives should be planned and prepared for. The meeting should be a dialogue between appraiser and appraisee with a full assessment of achievements and identification of the reasons for either under or over performance. The information obtained at this meeting will assist in the preparation of suitable objectives for the next year.

3. Resolution of Disagreements on Objectives

Objectives should be agreed between the line manager and the postholder. If agreement is not possible a more senior manager should consider the issues in dispute and discuss them with the aim of resolving the differences.

4. The Operation of Performance Management in Sixth Form Colleges

Each college will need to have a scheme along the lines set out in Sections 1 and 2 above. The scheme should be built on existing appraisal and review practice but must incorporate an annual review of teacher performance. Each college will need to be able to demonstrate that it has such a scheme in place and that teachers are reviewed annually.

5. Teachers on the Main Scale

Teachers on points on the main scale below the maximum should be set objectives as appropriate that indicate that they are working towards PSP standards. Evidence from the annual reviews can be used to support either the award of accelerated increments or be taken into account through established procedures for the consideration of the withholding of an increment where service is deemed not to be satisfactory. If an increment is withheld colleges need to consider the support necessary to assist the member of staff to meet the necessary objectives.

6. Teachers on the PSP Level

Teachers having passed the PSP criteria will be expected to demonstrate the substantial and sustained maintenance of PSP standards which must include the following:

- Classroom observation - a grade achieved in the academic year before application which is not worse than grade 4s on the 7-point Ofsted scale or the equivalent level in an un-graded scheme (see Section 3.1).
- Professional characteristics (as in Section 3.2) – which will now include co-operating fully with arrangements for performance management and the setting of individual objectives.
- Retention and achievement in line with the current requirements for Standard 3.

7. Teachers at Management Levels

As teachers achieve promotion to levels above the PSP level increasingly their performance as managers will need to be assessed in addition to the assessment of their performance against the PSP criteria.

Within this framework four areas of management responsibilities should be considered:

- Managing People
- Managing Resources
- Team Achievement
- Planning and Managing Change

Attached to this Section is an appendix setting out a checklist of the issues that can be considered under each of these four headings. The issues listed will not apply to all jobs, for each job consideration needs to be given to the areas that are appropriate and should be considered in terms of the individual's performance. For jobs at higher management levels virtually all the items on the checklist should be appropriate.

Management Criteria

To meet the management criteria, a teacher with management responsibilities will need to demonstrate some or all of the following, according to their specific role in the college.

1. Managing People

To meet this criterion, teachers with management responsibility must demonstrate the ability to:

1.1 Recruitment and induction of staff

E.g.

- Involvement in selection process
- Arrangements for induction and mentoring

1.2 Develop others

E.g.

- Team build to match/meet strategic objectives
- Coach others to develop skills
- Properly apply staff appraisal systems
- Provide staff development and training

1.3 Communicate with others

E.g.

- Chair/contribute to meetings
- Clear strategic and operational statements / reports
- Action ensured through appropriate delegation, motivation or instruction
- Be able to represent team issues to other audiences e.g. Governors, parents, students, staff.

1.4 Manage others fairly

E.g.

- Ensure equal opportunities for all staff/applicants
- Care for others through application of Health and Safety procedures

- Confidence and competence to challenge poor standards of work through college procedures
- Appropriate application of recognition/rewards

2. **Managing Other Resources**

The manager should demonstrate that they are committed professionals who by their support and leadership ensure that the resources provided to them are used to the greatest possible effect in improving the learning of the students in their area of responsibility.

To meet this criterion, teachers with management responsibility must demonstrate the ability to:

- 2.1 Effectively utilise the physical resources available to them.
- 2.2 Ensure the quality of the learning environment
E.g.
 - Quality of displays
 - Quality of learning materials available
 - Updating and ensuring the maintenance of the equipment
 - ICT
- 2.3 Participate in the construction of a budget and account for its use
E.g.
 - Submission of costed plans for resource allocation
 - Accurate record of spending
- 2.4 Demonstrate their commitment to value for money
E.g.
 - Expenditure records
 - Comparisons carried out in relation to benchmark data
 - Costed replacement policy

3. **Team Achievement**

To meet this criterion, teachers with management responsibilities must demonstrate the ability to ensure the achievement of individual and team objectives, including progressing staff on the teachers' main scale towards the PSP criteria and when eligible to apply, ensuring that members of the team meet the defined standards.

4. Planning and Managing Change

To meet this criterion, teachers with management responsibility must demonstrate the ability to:

4.1 Develop a view of the future

E.g.

- Identify issues, gather and analyse data.
- Share knowledge and understanding with team members.
- Facilitate participation and discussion.
- Agree a vision with the team which balances appropriately stability and change.

4.2 Plan to achieve the change

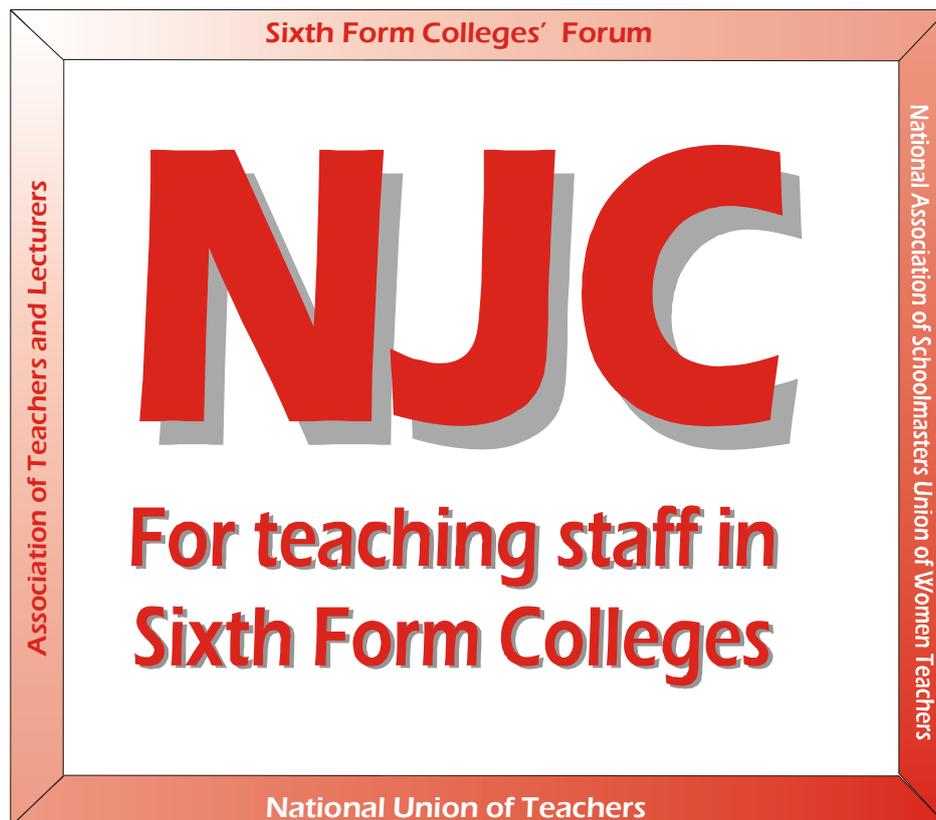
E.g.

- Identify strategic options and their strengths/weaknesses and feasibility.
- Select the chosen option identifying aims/objectives, targets and PI's, within given timescales.
- Share the plan with the target audience.
- Work to and meet deadlines.

4.3 Effective management of change

E.g.

- Identify duties and allocate them clearly to the team.
- Encourage performance monitoring.
- Monitor, evaluate and adjust the plan, in the light of performance, negotiating as required.
- Maintain the morale and motivation of team members



Professional Standards For Teachers in Sixth Form Colleges

A Manual for Colleges

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1. **The Agreed Standards**

These Standards were agreed by the then Minister for Lifelong Learning (Malcolm Wicks) on the 12th December 2000. They set the criteria for the Professional Standards Payments Scheme available to eligible teachers in Sixth Form Colleges.

Standard 1: **Effective Teaching and the Ability to Create a Learning Environment**

Teachers should demonstrate that they have the requisite skills to:

- Plan and organise learning experiences, either directly (through teaching) or indirectly (through the management of learning) which takes account of the range of ability and prior achievement of students within a class set and the individual learning needs of students.
- Use, or oversee, a range of appropriate teaching strategies which incorporate processes to ensure that effective learning has taken place.
- Make effective use of resources and learning technology appropriate to the subject matter/skill being taught.
- Create a purposeful, positive and supportive teaching environment, sensitive to equal opportunities and health and safety issues.

Standard 2: **Professional Characteristics**

Teachers should demonstrate that they are committed professionals who support and take an active part appropriate to their role(s), in all the processes, teaching and non-teaching, which characterise an effective College (as indicated by inspection evidence and self-assessment). This will include:

- demonstrating an up-to-date professional knowledge and teaching of their subject;
- participating in professional development, including subject updating and wider relevant curriculum developments;
- demonstrating their commitment to pastoral care/student support/enrichment;
- participating in systems for the recruitment and induction of students;

- participating in systems for strategic planning;
- participating in management systems for quality assurance/review and improvement;
- participating in self-assessment systems;
- participating in the arrangements for mentoring, coaching and spreading good practice to more junior teaching staff e.g. through the induction of NQTs.

The application of the above criteria to each teacher will need to take account of the particular role of each individual teacher.

Standard 3:
Effective Learning (Achievement & Retention)

Teachers should demonstrate that, as a result of their teaching, their students achieve well relative to students' prior achievement (and special needs where appropriate) for example, making progress that matches or exceeds similar students nationally. Standards should be maintained and, if reasonably possible, improved. This will be shown in an analysis of marks, grades, and value-added measures, in relevant programmes of study. The benchmarks for comparison will be national where available or local where no national benchmarks are available and be appropriate to the nature of the course(s) studied.

Teachers should also demonstrate their effectiveness by achieving levels of student retention appropriate to the circumstances of the students/course/college, having regard to those factors within or without the teacher's control to demonstrate that they have motivated students to complete and achieve appropriate qualifications or learning outcomes.

2. **Introduction**

The quality of teaching and learning in Sixth Form Colleges has been acknowledged for many years, and was recognised and documented well before Incorporation in 1993. Since Incorporation, however, inspection reports and annual statements by the Chief Inspector have shown, each year, that Sixth Form Colleges outperform other post-16 providers particularly in the areas of student achievement and retention.

Similarly, national examination statistics and league tables consistently rank Sixth Form Colleges amongst the very best educational institutions in the country. More recently, Sixth Form Colleges have been shown to outperform all other providers in the key indicator of value-added achievement.

It is against this background that these professional standards have been established, and they will reinforce and recognise the undoubted quality of teaching and learning within Sixth Form Colleges. However, the real purpose of the scheme is to maintain and raise standards in a cycle and culture of continuous improvement and to reward staff accordingly.

This is not a new area for colleges. For a number of years now, Sixth Form Colleges have been developing systems for self-assessment and quality assurance. Practices are well established, particularly in the areas of appraisal, classroom observation and department review. Colleges are well used to a thorough review of examination results and have sophisticated systems for assessing value-added and retention patterns. The professional standards process has been designed to build upon and not to replace these systems. Any changes to existing individual college practice should be evolutionary and only contemplated in the interests of rigour and consistency.

This scheme is designed to be straightforward and to avoid bureaucracy. It aims at clarity and transparency for the applicant with an application form and process that should not be time consuming to complete. Equally it aims to give Principals clear objective criteria on which to make judgements about the quality of Sixth Form College teachers.

2.1 **Who can apply?**

All teachers who on September 1st each year arrive, for the first time, at point 6 (or above), on the NJC teachers' pay spine can apply in that academic year. Successful applicants will receive payment from the following 1st September (i.e. when they have completed a year at point 6 or above).

Teachers not passing the standards, in any one year, can only re-apply after a period of twelve months has elapsed.

- Exceptions:
 - Senior postholders fall outside this scheme. Their pay is determined by the Remuneration Committee of the Governing Body.

- Staff paid on the NJC teaching scales, who do no teaching, are not covered by this scheme.
- Sessional teachers i.e. those on hourly paid contracts can apply provided their pay is derived from NJC pay scales at point 6.

2.2 **Application Process**

- By completion of a standard application form by 31st March.
- Examined and endorsed by the relevant senior manager.

Consideration of Applications

- All applications will be considered by the Principal who will sign the application form to indicate whether or not the standards have been passed.
- All decisions are subject to an appeals process

2.4. **Transferability**

The NJC's PSP Scheme has been accepted as transferable to maintained schools. Any Sixth Form College qualified teacher who has passed the three PSP criteria will, on moving to a post in a maintained school, automatically receive the schoolteachers' threshold payment without having to apply. Teachers will be provided with a certificate to prove receipt of PSP.

Equally teachers who have previously taught in maintained schools and who have passed the schoolteachers' threshold assessment will, on production of their certificate of confirmation, automatically receive PSP.

3. Meeting the standards

3.1 Effective Teaching

This standard will be measured principally, but not exclusively, through the observation of teaching. Staff who do no teaching, therefore, cannot apply for the standard. However, there is no minimum teaching required to qualify.

The minimum standard to qualify will be equivalent to teaching judged to have at least a balance of strengths and weaknesses.

A teacher can offer just one observation as evidence of having passed the standard, but 2 or more would be preferred. At least one observation must have been undertaken in the academic year immediately before the application.

Observation records are not required, but should be available in the event of an appeal against any judgement made on this standard.

Each college will have to ensure that it operates an observation scheme which is fit for the purpose of measuring this standard.

- a. Any college scheme should be able to meet the following criteria:

Either

Lesson observations are **graded** according to a recognised system

Or

There are clear assessment criteria descriptors which allow observers to identify strengths and weaknesses (in those terms).

- b. Assessors will be:
 - experienced in assessment
 - trained
 - either line managers, senior staff or members of a college's quality team.
- c. The college must be able to demonstrate that its mechanisms seek to ensure a consistency of approach and to ensure that grading or assessment aims to reflect national standards.
- d. There should be an agreed protocol for lesson observation which would expect that:

- the observer will be there either throughout the lesson, or, if the lesson is too long for this to be practical, for a period of time of sufficient length (e.g. 45 minutes) to gauge the introduction, pace and direction of the teaching and learning
- there is an appropriate pro-forma for reporting
- there is an agreed feedback process
- there is an evaluation (i.e. a grading or clear identification of strengths and weaknesses)
- a poor performance will be revisited
- the teacher can request a further observation from the same or another assessor.

e. **Criteria for Lesson Observation**

The criteria should include comment on classroom management, context, methodology and equal opportunities issues.

The criteria should include the following:

- A record of group size and attendance
- Ability to create a purposeful and positive learning environment
- An evaluation of the effectiveness of the lesson
- Checking that learning is taking place
- Differentiation
- Health and Safety
- Pace
- Staff and student punctuality
- The relevance of the lesson in the context of the scheme of work and the stage of the course
- Use of physical environment
- Use of teaching and learning resources

3.2 **Professional Characteristics**

This standard will be assessed by means of a checklist of statements corresponding to the criteria described within the standard (see application form). The appropriate points on the checklist will vary depending upon each teacher's role (e.g. box 8 on the application form will not apply to every teacher.) If a teacher cannot tick every box they need to provide a brief explanation. An additional checklist is provided in the Appendix to this manual

to help teachers identify the kind of evidence that is appropriate for this standard and it is recommended that teachers use this checklist. Teachers are required to summarise the evidence on which their judgement is based, but are not required to produce the evidence within their application. As in standard 1, evidence should be kept available in case of an appeal.

3.3 **Effective Learning (Achievement & Retention)**

Teachers can demonstrate the progress of students using a wide variety of assessment data. Where possible, reference should be made to value-added measures. As value-added benchmarks only exist for AS, A2 and AVCE results, these are dealt with in a specific manner different from all other results.

To achieve the standard teachers will be asked to submit evidence:

- of work with students completed in the most recent three years e.g. for an application in the academic year 2007/8 the relevant years will be 2005, 2006 and 2007.
- for two teaching groups*¹ (or four in the case of shared groups).
- for whole normal-sized groups which, as far as possible, reflect the balance of their teaching.
- which uses the same groups for the purposes of both achievement and retention.

For each of the groups selected teachers should give a brief context, indicating any particular circumstances relating to that group of students. They should then proceed as indicated below:

Achievement

Routes A and B are provided for as set out below, to reflect different courses. When a teacher teaches a range of different courses it might be appropriate to use Route A data as part of the evidence to support an application via Route B.

Route A

For teaching leading to AS, A2 and AVCE results, a value-added standard is set using a purpose-made database. All of the data is drawn from Sixth Form Colleges and is analysed in a true value-added manner. The standard is set for each subject by reference to the median institution in that subject. In order to achieve the standard, a teacher's results, analysed on the prescribed value-added basis, should be no more than ½ of a grade below the median. The numerical value of this will be provided each year for A2 and AS levels.

A spreadsheet is available which analyses the AS or A2 grades against the GCSE scores provided and states whether the standard is met for the

¹ * A teaching group is a class taught for a whole year at AS or A2 Level

particular teaching group. A print out for each chosen group then needs to be attached to the application form for the purposes of evidence.

This evidence should normally be drawn from the last two or three years. Part-time staff, however, might have difficulty providing a sufficient number of groups over this timescale and so it is agreed that such staff can go back further, but never more than five years. If part-time teaching staff work few hours then consideration should be given to reducing the number of groups they need to provide.

Any class to which a teacher has contributed can be included on a broadly pro-rata basis. For example, if a level 3 class constitutes five hours teaching a week over two years, it is possible to calculate the contribution of a teacher in percentage terms over the two years. The evidence offered must add up to the equivalent of two whole classes (200%).

Where it states above “two teaching groups (or four in the case of shared groups)”, the parenthesis refers to A2 and AS Level teaching groups, not AVCE. If a teacher takes an AVCE group for, say, 4 or 5 hours a week, that should count as a full group even though another member of the teaching staff may take the same group for another 4 or 5 hours.

Route B

For teachers not teaching level 3 or teaching where there are no value-added benchmarks available, e.g. for minority subjects or for groups where there is a preponderance of low G-scores the following evidence should be provided:

- baseline information about prior attainment at the start of the period under review
- information about how they monitor progress in accordance with the college’s assessment/quality policy
- what progress was expected, showing an understanding of how this relates to national levels of achievement, or local levels as appropriate
- progress made at the end of the period under review
- an evaluation of the progress

As a general guide relating to baseline information:

- where there is benchmark information available e.g. prior attainment at GCSE, Foundation/Level 1/Entry Level, it should be used as the primary evidence
- where there is no benchmark information available e.g. for adult students, LDD students, ESOL students, any relevant internal evidence of progress should be used e.g. from qualifications (or their absence) or diagnostic assessment on entry;

Not all this information may be readily available in the early years of the process, but all colleges have information about students’ performance.

Teachers should make the best use of the information available in presenting their case.

Teachers teaching level 3 must not just move to Route B because they cannot find sufficient groups to pass using Route A.

The Principal is asked to make a professional judgement as to whether the progress made by the teacher's students is at least within the range expected in the light of the local and national context of the college.

In reaching a professional judgement about the evidence submitted four aspects will be considered by the Principal.

- Does it show appropriate progress?

Does the evidence presented show, for the great majority of students, a pattern of consistent progress relative to their prior attainment and expected achievement?

- Is the evidence representative?

Is the data representative of the teacher's work? In forming this judgement the Principal should take account of any particular circumstances which affect the teacher's work e.g. students with long term sickness, extended leave or significant family disruption. In exceptional cases, it may be helpful for the teacher to provide a break down of the balance of their teaching for the years for which they are submitting data.

- Does it demonstrate care and attention to all students within the range of students taught?

Does the evidence presented suggest progress with students of different behaviour, background and/or ability?

- Does the level of student progress compare appropriately with national or local performance data for students in similar settings and circumstances?

Have their students made progress at least within the range that would be expected of similar students nationally?

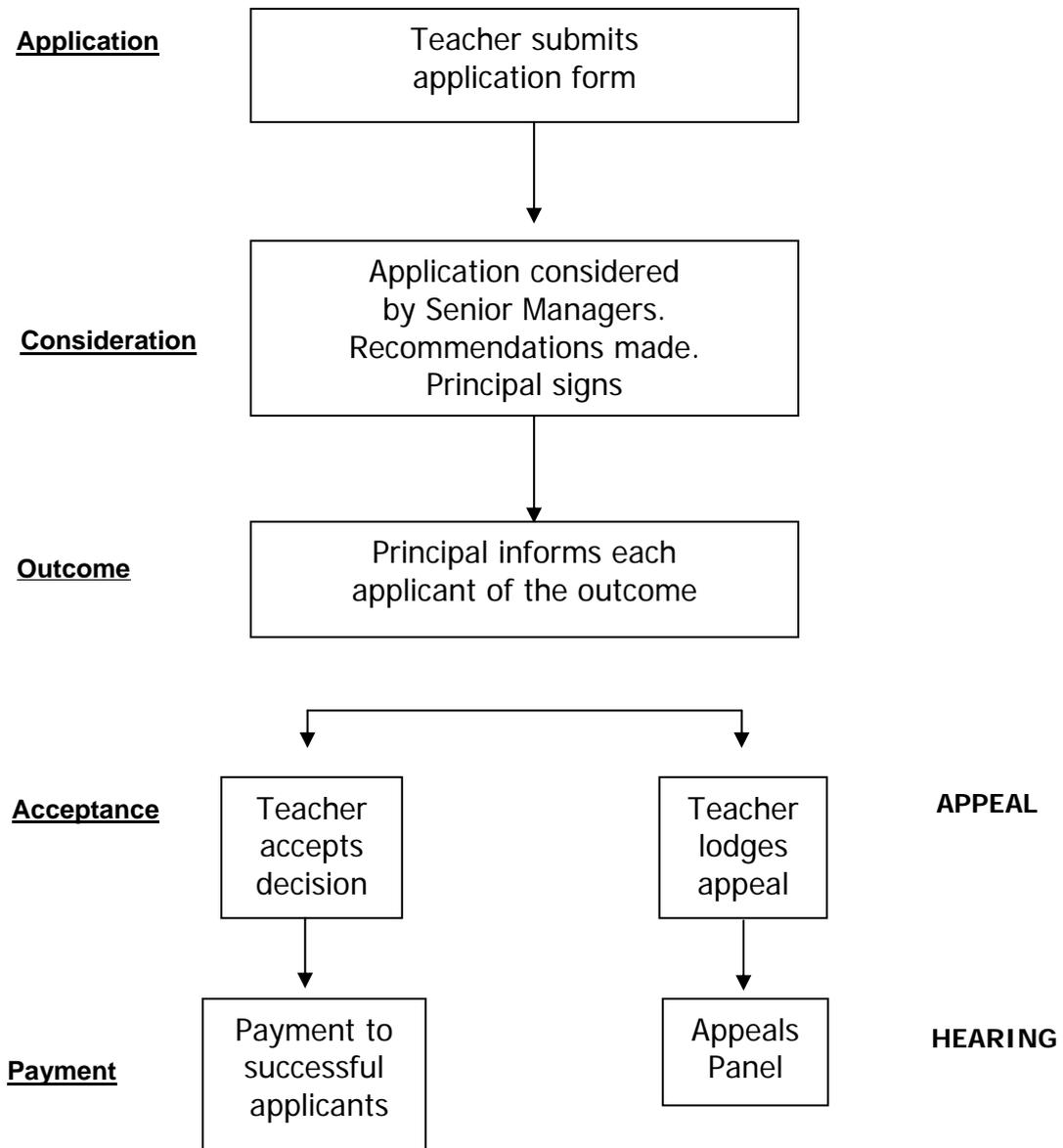
Retention

Adequate retention must be demonstrated for the same groups as have been considered in the assessment of achievement. This should be computed as the number of students completing the course divided by the number in the same class on the first census date of the academic year.

The LSC collects retention data and publishes benchmarks for the FE sector, disaggregated by subject and college type. However, there does not appear to

be any straightforward way to aggregate this data and produce reliable and valid 25th percentile retention benchmarks (which is the agreed level) for each subject listed in the SFCF median spreadsheet. For this reason we are recommending that retention benchmarks are set for all subjects at 80% for AS levels and at 90% for A2 levels. These figures are derived from aggregated data for Sixth Form Colleges found on the LSC benchmarking site. These figures are for guidance and Principals should use discretion in making judgments about individual subject retention which can vary (e.g. AVCE). Principals are also reminded that retention should be viewed taking into account both the context of the College and factors outside the control of the individual teacher.

4. **Application Process and Appeals**



4.1 **Confidentiality**

The contents of Professional Standards Payment applications and all other documents associated with an applicant's application are confidential. They should not be disclosed to anyone who is not involved in assessing or reviewing the application. The only people that may see a teacher's application and then only those parts or sections of the form which are relevant, are:

- the Principal and any other member(s) of the college's staff to whom the Principal has delegated a role in the assessment process (this could include members of the college management team and other teachers with management responsibility for the applicant)
- any person with responsibility for quality assurance of assessments (for example, members of an appeals panel).

4.2 **Equal Opportunities**

All individuals involved in the assessment process must act fairly and in particular must not unlawfully discriminate on the grounds of a person's disability, race, religion, sex, sexual orientation or trade union membership. Part-time staff must not be treated less favourably than full-time staff. The assessment process is designed to allow teachers to be able to apply whatever their background and whether they work part-time or full-time.

4.3 **Applying for Professional Standards Payments**

The teacher is responsible for applying for assessment. This involves confirming the existence of evidence in the form of concrete examples from the applicant's day-to-day work – showing that he or she has worked broadly at the standards indicated over the last two to three years. Some fluctuations in performance are only to be expected, but the Principal is asked to confirm that the evidence does support the application and is indicative of the teacher's overall performance against the professional standards. Where a teacher is absent from the college in the period leading up to the application deadline (for example, teachers on maternity leave or on long-term sick leave), they should cite evidence from the two- to three-year period leading to the time their absence started. They may not cite evidence more than five years old.

Teachers should not attach anything to the completed application form other than information specifically requested on the form. Applicants should not prepare portfolios of supporting evidence. Teachers are, however, advised to ensure they have access to any key supporting material such as feedback from lesson observation, students' work, their own records or schemes of work. This may be asked for in support of the application or in the event of an appeal.

4.4 Duty on Principals and Managers

Principals have a duty to assess professional standards applications, in line with their professional responsibility for evaluating the standards of teaching and learning in the college. The Principal must give a judgement as to whether each of the standards has been met and note areas for further development as a basis for feedback to applicants. The Principal must give feedback to all applicants who do not pass the standards (see section 4.5).

This scheme places a duty on teachers who manage staff to assist, on request, the Principal to carry out professional standards assessments of the teachers they manage. The duty should only reasonably apply to teachers with management responsibilities who have an overview of the relevant aspects of the work of the teachers concerned. Such managers could be a head of department, a senior tutor or a member of the management team.

4.5 Feedback to Applicants

Principals should notify teachers of the outcome of their applications. All teachers will have their assessed application forms returned to them but the college must retain a copy and should keep copies of PSP applications for about five years for record purposes. Those teachers who have not passed the standards will be given feedback by their Principal on the outcome of their application and on aspects of their performance that would benefit from further development.

Feedback should be sensitive, informative and developmental. It should take the form of concise reasons why the teacher was assessed to have met/not met each professional standard. Feedback should link effectively to the college's performance management arrangements and should enable the teacher and her/his manager to identify clear priorities for future professional development.

In the case of unsuccessful applicants, Principals need to give written feedback within two weeks of notification of the decision. In most cases, Principals' comments on the application form together with verbal comments should provide sufficient feedback. In all cases the aim is to give clear advice about how the teacher needs to develop in order to reach the standards. The applicant should also be informed of his/her right to appeal.

4.6 Individual Teachers' Right of Appeal

Teachers who, after feedback from the Principal, believe that they have been wrongly assessed as not yet meeting the professional standards have the right of appeal. Appeals will be considered using the procedure set out in Appendix 3 'Individual Appeals against Pay' in the Conditions of Service Handbook, including the right of the teacher to be represented at the hearing by a trade union representative/colleague.

Notice of appeal, stating the primary ground(s) on which the appeal will be based, must be given to the Principal within two working weeks of the Principal's feedback.

Teachers who wish to appeal must submit a written submission to the appeals panel stating the ground(s) on which their appeal is based. The evidence relating to how they met the professional standards must have been available during the relevant period for the original professional standards payment application and must relate to their performance during that period (that is, normally two to three years preceding the application deadline). The evidence presented has, therefore, to be the evidence available to the Principal when the decision was made. On this basis, both the written submissions and oral evidence should be short and clearly focussed.

Each appellant will need to provide his/her Principal with a copy of the written submission so that the Principal can briefly explain the basis of his/her decision. The Principal must also give a copy of their statement to the appellant as soon as it is available. These short pieces of written evidence will be sent to the appeals panel.

4.7 Teachers Who Are Not Class-Based

The same professional standards and processes should be applied to teachers whose work is not class-based but who nevertheless teach. They should provide evidence about the situations in which they teach and influence students' learning.

For one-to-one teaching, teachers should provide examples of 3-5 case studies showing achievement. Drop-in centres must also be able to provide supporting information.

Appendix to Standard 2

Note: This is not a requirement and is not part of the application form. The list exists in the sense of an aide-memoire, but it is recommended to assist applicants in demonstrating their committed, effective professionalism. It is not intended that every category below be ticked. Principals may ask particularly for this section to be completed where there is a lack of other evidence on which to base their endorsement of the standard.

	Tick	Summary of evidence
<p>1. In addition to the evidence pertaining to Standard 1, the evidence for my up-to-date professional knowledge and teaching of my subject is my:</p>		
1.1 appraisal record	<input type="checkbox"/>	
1.2 recently awarded qualification (please specify award, including date of award)	<input type="checkbox"/>	
1.3 knowledge of College policies and procedures	<input type="checkbox"/>	
1.4 knowledge of my particular terms and conditions of service	<input type="checkbox"/>	
1.5 adherence to the College Code of Conduct	<input type="checkbox"/>	
1.6 implementation of my legal responsibilities under health and safety, data protection and copyright regulations	<input type="checkbox"/>	
1.7 other (please specify)	<input type="checkbox"/>	
<p>2. The evidence for my participation in professional development, including subject updating and wider relevant curriculum developments, is in my:</p>		
2.1 record of off-site staff development /in-service training activities	<input type="checkbox"/>	
2.2 attendance at College-based staff development/in-service training activities	<input type="checkbox"/>	
2.3 recorded contribution to College-based staff development/in-service training activities	<input type="checkbox"/>	
2.4 recorded contribution to team and/or management meetings	<input type="checkbox"/>	

3. My commitment to pastoral care/student support/enrichment is evidenced by my:

- 3.1 maintenance of student records
- 3.2 records of action planning meetings when I have counselled/guided students
- 3.3 reference writing (for UCAS and/or employment)
- 3.4 report writing
- 3.5 meeting of deadlines for reports/references/records
- 3.6 contributions to discussions with parents/guardians/carers
- 3.7 participation in enrichment/extra-curricular activities.
- 3.8 student evaluation data on my delivery of the tutorial programme
- 3.9 other (please specify)

4. The evidence of my participation in systems for the recruitment and induction of students is in my record of:

- 4.1 contribution to the College prospectus/website and/or course information material
- 4.2 contribution to Open Evenings
- 4.3 participation in marketing my area/the College off-site
- 4.4 interviewing of applicants
- 4.5 contribution to Taster Days
- 4.6 participation in enrolment/registration procedures
- 4.7 contribution to induction of students in my area/the College
- 4.8 other (please specify)

5. The evidence for my participation in systems for strategic planning is:

- 5.1 record of attendance/contribution at meetings (e.g. Department, Faculty) which pertain to the College's strategic planning cycle/procedures
- 5.2 contribution to policies, initiatives or action plans that have been adopted, and/or contributions that have been considered, by the College
- 5.3 contribution to the implementation of the College's strategic plan
- 5.4 other (please specify)

6. The evidence of my participation in management systems for quality assurance/review and improvement is in my:

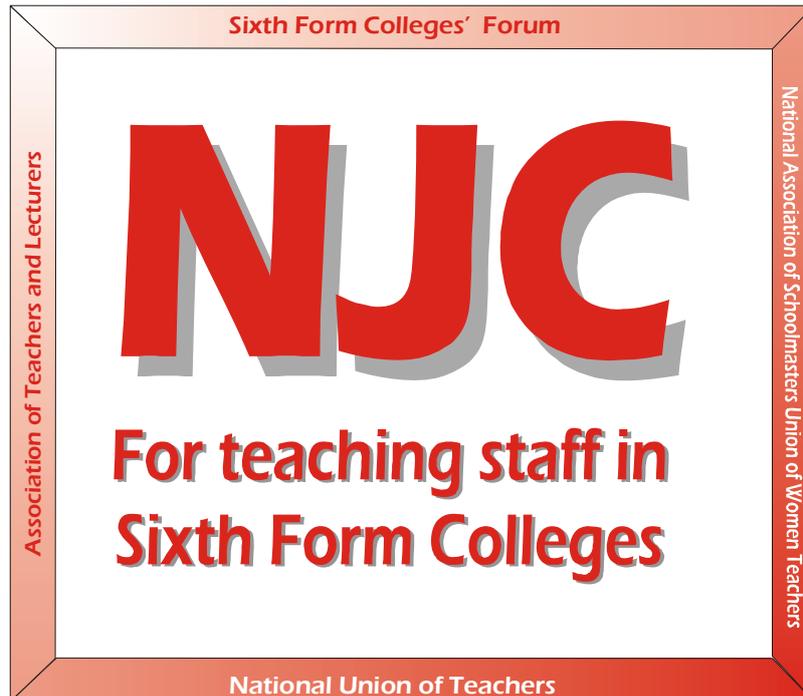
- 6.1 meeting of deadlines for returns on target setting
- 6.2 contribution to the quantitative content of course reviews
- 6.3 contribution to the qualitative content of course reviews
- 6.4 meeting of deadlines for returns on course reviews
- 6.5 knowledge of the value-added methodology adopted by the College
- 6.6 student evaluation data of my teaching
- 6.7 other (please specify)

7. The evidence of my participating in self-assessment systems is my:

- 7.1 record of attendance/contribution at meetings where self-assessment reports are compiled
- 7.2 identifiable contributions to self-assessment reports, implementation of self-assessment action plans
- 7.3 implementation of post self-assessment action plans
- 7.4 other (please specify)

8. The evidence of my participation in the arrangements for mentoring, coaching and spreading of good practice to more junior staff is my:

- 8.1 authoring of teaching materials shared by others
- 8.2 records of meetings with new staff
- 8.3 formal mentoring of (please specify)
- 8.4 record of assistance with the induction of NQT (please specify)
- 8.5 records of peer/junior staff observing my lessons
- 8.6 records of my observing lessons of peers/senior staff
- 8.7 other (please specify)



Professional Standards for
Teachers in Sixth Form Colleges

Application Form

Name:

Current Post:

Point on NJC Scale: Date of application:

College:

Name of Principal:

This form should only be completed with reference to the Manual which contains detailed information on all sections of this application form

Standard 1:

Effective teaching and the ability to create a learning environment

Summarise below the evidence from classroom observation records that demonstrate that you have reached the standard. Only include observations that have been assessed as having passed the standard.

Date of Observation	Name and status of Observer

Please tick the following statements and provide a summary of the evidence available to underpin these statements.

<u>Statement</u>	<u>Tick</u>	<u>Summary of evidence</u>
My lessons are well planned with clear aims and objectives	<input type="checkbox"/>	
My lessons are part of a structured scheme of work	<input type="checkbox"/>	
Student work is consistently and appropriately set and assessed	<input type="checkbox"/>	
Reports are constructive and accurate and promptly presented to college deadlines	<input type="checkbox"/>	

Suggested Evidence

Lesson Observation proformas, Schemes of Work, Registration data, Reports
Student files/mark book, Moderator/Verifier reports, Student Attendance

Principal's endorsement (or comment where the standard has not been achieved)	
Standard achieved/not achieved.	
Signed:	Date:

Standard 2:

Professional Characteristics

Please tick the following category boxes to confirm that you as a teacher are able to demonstrate that you are a committed professional who supports and takes an active part, appropriate to your role, in all the processes, teaching and non-teaching, which characterise this as an effective College.

The expectation is that in order to meet this standard all boxes will be ticked. There may be an exception where a box cannot be ticked because of your particular situation (see the Manual). In this case, please provide a summary explanation of why the box cannot be ticked. If there is insufficient space in the evidence box for your comment, attach a separate sheet with further comments, ensuring you identify to which category you are referring.

The evidence exists which:		Tick	Summary of evidence
1	demonstrates my up-to-date professional knowledge and teaching of my subject		
2	confirms my participation in professional development, including subject updating and wider relevant curriculum developments		
3	demonstrates my commitment to pastoral care/student support/enrichment		
4	confirms my participation in the College's systems for the recruitment and induction of students		
5	confirms my participation in the College's systems for strategic planning		
6	confirms my participation in the College's management systems for quality assurance/review and improvement		
7	confirms my participation in the College's self-assessment systems		
8	confirms my participation in the arrangements for mentoring, coaching and spreading good practice to more junior teaching staff e.g. through the induction of NQTs		

Principal's endorsement (or comment where the standard has not been achieved)	
Standard achieved/not achieved.	
Signed:	Date:

Standard 3:

Effective Learning (Achievement & Retention)

Level 3; A2, AS and AVCE

Please indicate the classes you wish to submit as evidence of having reached this standard. Attach the printouts as appropriate which indicate that a satisfactory value-added and retention result has been obtained. You may wish to give some indication of particular circumstances which will help put these achievements into context. Attach additional sheets of explanation if necessary.

	Class:	Year of exam:	Context
1.			
2.			
3.			
4.			

Other Classes (See Manual)

Please attach additional evidence to support achievement and retention of any classes other than level 3.

Principal's endorsement (or comment where the standard has not been achieved)	
Standard achieved/not achieved.	
Signed:	Date:

I duly apply for the Professional Standards payment from
1st September 200 _

Signed (Applicant) Date

I hereby certify that the above named has / has not* satisfied the criteria for the Professional Standards payment for teachers in Sixth Form Colleges.

Signed (Principal) Date

* *Delete as appropriate*

JOINT GUIDANCE ON WORKLOAD AND WORKING TIME FOR TEACHING STAFF

Introduction

1. Both the Employer and Staff Sides of the Committee for Teaching Staff are conscious of the importance of the issue of workload for teaching staff. This is an issue that has previously been the subject of joint advice in December 1999 relating to 'Reducing the Bureaucratic Burden on Teachers'. This 2011 joint guidance builds upon and supersedes that earlier advice in the light of developments since 1999. This guidance and the separate joint advice previously issued on Work-Life Balance, form Appendices to the national agreement, the Conditions of Service Handbook.
2. It is clearly important to ensure that teachers are not required to work excessively long hours or subjected to excessive levels of workload. Discussions on this issue must necessarily balance the needs of sixth form colleges as employers and education providers; the work-life balance needs of teachers as employees; and the paramount needs of learners. Within the agreed contractual framework, it is equally important that teachers can concentrate on their key duties in relation to their learners and that time is not spent unnecessarily on non-teaching matters such as administrative/support functions and in meetings. Given that teachers undertake their duties under the "reasonable direction" of principals, it is also important that principals exercise reasonableness and flexibility in general in relation to the management and direction of their staff, allowing teachers to achieve a satisfactory balance between working time and time to pursue their personal interests.
3. This joint guidance aims to assist in discussions on this issue at college level, including between principals and teacher union representatives, with a view to helping to secure outcomes which operate in the interests of all concerned. Both Sides of the Committee for Teaching Staff expect that its contents will be discussed within colleges and where appropriate applied in seeking practical solutions to the issues it identifies.

General considerations – determining and monitoring working time

4. The Appendix to this guidance summarises teachers' contractual working time arrangements. These require teachers to be available for a specific number of days and for a total of up to 1265 hours of "directed time" in the course of the year. These constitute contractual requirements but also constitute contractual limits on directed working time.
5. Teachers are also subject to contractual requirements in respect of "undirected time". The national agreement's provisions have now been amended to specify that this commitment is to work "*such reasonable additional hours as may be needed*". The addition of the word *reasonable* is intended to reinforce the principle stated in the Joint Commentary on the national agreement (established in 1993/4) that "*colleges should ensure that...a proper balance is maintained between directed and undirected time*".
6. Colleges operate calendar arrangements for matters such as meetings, open evenings, parents/carers evening etc which require teachers' involvement and which therefore form part of their directed working time activities. Under the national agreement, any activities which are undertaken at the direction of the college principal – whether these are teaching activities or other activities which are part of

teachers' professional duties – must be defined as directed working time. While it is difficult to provide an exhaustive list of those activities which should be so defined, it would certainly be inappropriate for any working time activities which are undertaken at the direction of the principal to be excluded from this definition. This would include any activities which teachers are expected to undertake in co-operation with other teachers or with students.

7. Colleges also operate arrangements to plan the allocation of the totality of teachers' directed working time across the academic year. These will include allocations for teaching and other activities which form part of teachers' professional duties, and will usually include a contingency allocation in order that the principal can have some flexibility for unplanned needs. These directed time calendars have been found in practice to be of potential benefit to all concerned in terms of establishing and understanding teachers' working time commitments and avoiding dispute.
8. Principals may, therefore, wish to discuss with teacher union representatives the possible usefulness of such arrangements, where they do not already exist, in order to determine whether to adopt such arrangements and whether directed working time should be monitored in this way. Principals should in any case consult with staff and teacher union representatives, normally on an annual basis, about the allocation of working time within the teaching timetable as well as commitments to staff meetings parental consultations and other activities.

Components of teaching workload - teaching hours, numbers and sizes of group sizes and teaching hours per group

9. The total workload for individual teachers reflects a range of inter-related considerations including total teaching time, the number and sizes of the groups taught and the number of hours devoted to teaching each group. Teaching time, for the purposes of this guidance, also includes tutorial time spent in contact with students.
10. As the SFCF's survey of working time arrangements has over the years shown, individual colleges adopt different practices on all of the above areas with some giving greater importance to limiting total teaching hours and others to limiting group sizes or teaching hours per group. Principals are encouraged to ensure full discussion with teacher union representatives on the above issues which together determine teacher workload.
11. During the Summer term, teaching hours will reduce for many teachers. This gained time is then available to be used for professional purposes related to their teaching role at the direction of the Principal. This gained time should not be discounted in calculating total working time.

Non-contact time within timetabled teaching time

12. The national agreement for sixth form colleges, unlike the arrangements for school teachers, does not confer a specific entitlement to allocated and protected non-contact time during normal teaching hours.
13. Since the inception of the national agreement, however, both Sides have recognised the important role of such time as part of directed working time. The Joint Commentary on the national agreement states inter alia that:

“The continued provision of quality education can only be delivered by teachers if they have adequate time to meet properly all the demands upon them arising from

the different elements of their responsibilities ... colleges should ensure that in determining the workload of individual teachers a proper balance is maintained between directed time and undirected time in respect of activities such as marking, preparation, administration etc. separate from student contact”.

14. Sixth form college teachers will generally have some time within the teaching week which is not allocated as teaching time. It is, however, important that an appropriate level of non-contact time should be allowed for purposes such as planning, preparation and assessment which would otherwise be carried out during the teacher's own time possibly to the detriment of work-life balance. Consideration should also be given to appropriate additional non-contact time for those with additional management or leadership responsibilities.
15. In setting individual teachers' timetables and the pattern of timetabled commitments, attention should be given to fair treatment of individuals and to achieving an equitable balance between the needs of the individual and those of the college as a whole.
16. Increased teaching hours necessarily bring with them increased time to be spent on associated activities. Where non-contact time already exists, careful consideration should be given before reducing it, as this will necessarily have adverse implications for work-life balance.

Evening teaching

17. With regard to evening teaching, the existing provisions of paragraph 21 of the Handbook state that:

As part of the 1265 hours teachers may be required to teach for up to 6 hours over two evenings per week. Any teaching in the evening beyond this level would be undertaken only on a voluntary basis. Such evening work would include any teaching after the end of the normal college teaching day. Volunteers should be used whenever possible for evening work. It is important to take equal opportunities considerations into account and for reasonable notice to be given of the introduction of such working arrangements. The timetable should, whenever possible, be structured to avoid disjointed teaching sessions for any teacher and to provide for a compensatory adjustment to an individual teacher's timetable.

Administration and meetings

18. It is important that teaching staff have satisfactory support in administrative and technical functions eg in relation to attendance recording, the administration of examinations and the preparation and copying of documents. Teachers should not have to spend time on tasks that do not require their professional expertise.
19. In relation to administrative and technical functions, the key tests should be:
 - a) does it need to be done at all?
 - b) is it of an administrative or clerical nature?
 - c) does it call for the exercise of a teacher's professional skills or judgment?
 If the answers to a) and b) are yes but the answer to c) is no, then teachers should not be required to carry out such tasks.
20. All colleges should keep under review the number of meetings that teaching staff are expected to attend. Colleges should ensure that teaching staff understand the need for meetings they are expected to attend and that only staff involved in the business being discussed being required to attend. Effective meetings are well-run, finish within any stated time and involve only those teachers who need to be involved. As

far as possible the dates and times and agendas for meetings should be communicated in good time. Colleges should also ensure that clerical support is made available to ensure that teaching staff are not required to carry out note taking and the production of agendas, minutes and duplicate papers needed for the meeting. It is important that colleges keep under review the amount of paperwork that teaching staff are expected to deal with generally.

21. These principles should apply also to directions to attend meetings involving students or parents/carers such as open evenings, careers evening and parents/carers evenings.
22. Most colleges seek to minimise teachers' involvement in examination invigilation on the basis that such time can be better spent on other activities which involve their professional skills and are related to their teaching role. Consideration should in all cases be given to means of minimising any requirement to invigilate.
23. Activities within this broad category of administration and meetings should, where undertaken as a result of expectations of the principal or other managers, always be defined as directed working time.

Cover

24. Contractual requirements for cover by sixth form college teachers are set out in paragraph 8 of Appendix 4 to the Handbook.
25. Many sixth form colleges do not require their teachers to provide cover for absent colleagues, either in cases of short term or long term absence. In such colleges, solutions generally involve unsupervised study by students or engagement of external supply teachers where necessary. Other colleges do utilise teaching staff to provide cover for absent colleagues, either at the start of scheduled lessons or for their entirety.
26. Practice in schools has evolved in recent years towards the position whereby teachers in schools are now by the terms of their contracts required to cover "only rarely" and there is a considerable body of guidance and practice on other appropriate solutions which do not require their involvement. Whatever solution is adopted, discussions on cover policies should consider the impact of cover on teachers' other working time activities and on non-contact time; ensure that any obligation is distributed equitably among all teachers; and aim to ensure that, overall, teachers' workload and working time is not unreasonably increased by the imposition of any cover obligation.

Breaks from teaching

27. The Conditions of Service Handbook states that teachers shall be allowed a break of reasonable length either between college sessions or between the hours of 12:00 noon and 2:00 pm. If teaching in the evening as well as the afternoon, a reasonable break will also be allowed before commencing evening teaching. During such breaks, teachers should not be required to undertake other duties, attend meetings or remain on the premises.

Additional working days

28. In some cases, colleges may believe it is necessary for teachers to undertake additional working days in excess of the 195 days. Provision is made in the Conditions of Service Handbook for additional payment or time off in lieu for such additional working time. Clearly, however, since demands upon teachers to work at weekends or when the college is closed (other than on the 5 specified days) will obviously impact upon family and other obligations, such additional working time should always be by agreement with the teachers concerned.

Part time teachers

29. The Conditions of Service Handbook now includes provisions on working time for part time teachers which were agreed in 2009. These provisions should be read and applied in conjunction with the provisions of this joint guidance. The position of such teachers should be considered carefully in view of the fact that their individual circumstances may create specific difficulties in relation, for example, to non-teaching activities.

Conclusion

30. A healthy work-life balance for teachers is a key objective that is in the interests of both teachers and colleges. As the joint guidance on Work-Life Balance in the Conditions of Service Handbook states, *"It is in the interests of colleges to adopt policies that allow employees to balance their working lives with their personal needs and responsibilities"*. A positive approach to working arrangements will assist colleges in securing the best outcome for them as providers of education and, most importantly, for their students.

Committee for Teaching Staff
February 2011

APPENDIX

Teachers' Working Time - Contractual Position

The **Conditions of Service Handbook** sets out the following provisions (which also appear within the SFCF Model Contract) in relation to working time:

Standard Working Time

20. *Subject to the provisions in the other paragraphs of this section, a teacher may be required to work for 195 days in any year of which 190 will be days on which the teacher may be required to teach in addition to carrying out other duties. Within this 195 days, up to 1265 hours a year will be allocated reasonably by the Principal. The balance between teaching and non-teaching duties and the length of the teaching day are all subject to the reasonable direction of the Principal.*

Undirected Time

22. *In addition to the requirements in paragraphs 20 and 21 above, a teacher will work such reasonable additional hours as may be needed to enable them to discharge their duties effectively including, in particular, the marking of students' work, the writing of reports on students and the preparation of lessons, teaching material and teaching programmes and such other duties as may reasonably be required. The amount of time required for this work and the times outside the 1265 specified hours at which duties shall be performed shall not be defined by the college, but shall depend upon the work needed to discharge the teacher's duties.*

The **Joint Commentary** to the Conditions of Service Handbook contains the following provisions:

Workload

The new [sic] contractual arrangements should be applied so as to ensure that no teacher is allocated an unreasonable total workload. The continued provision of quality education can only be delivered by teachers if they have adequate time to meet properly all the demands upon them arising from the different elements of their responsibilities. It is the clear intention of the Committee that colleges should ensure that in determining the workload of individual teachers a proper balance is maintained between directed time and undirected time in respect of activities such as marking, preparation, administration etc. separate from student contact. In determining the amount of actual teaching time which is allocated to individuals, consideration needs to be given to the level of work, number of students and the additional responsibilities, preparation and marking that accompany the actual teaching load.

Joint Guidance on part time teachers' pay and working time

Sections 1 and 2 of this agreement set out the provisions for the determination of part time teachers' pay and overall working time.

The following is NJC joint guidance on some of the most commonly encountered issues in relation to part time teachers' pay and working time obligations, provided in order to ensure that part time teachers are employed in accordance with the provisions of the Part-Time Worker (Prevention of Less Favourable Treatment) Regulations 2000 and other relevant legislation and the shared commitment by colleges and the teacher unions to fair treatment for such teachers.

Pay determination

Section 1 states that each teacher should receive a proportion of the full time pay rate corresponding to the proportion of "teaching time" for which they are employed compared to a full time teacher in the same or a similar post.

Clearly, there are some activities undertaken by sixth form college teachers, such as personal tutoring, which are very similar in principle to whole group teaching and might legitimately be included in the definition of "teaching time". Principals should therefore consider carefully whether any such activities undertaken by teachers at the college should be included for the purposes of determining the pro rata pay calculation. Such activities should of course be treated in the same way for both full time and part time teachers when determining pay.

There should be no pay detriment for individual teachers as a result of the adoption of the above pro rata pay determination system (other than where there has been a change in hours employed).

Working time

As set out in Section 2, each part time teacher will be required to be available for work for the same percentage of the maximum 1265 hours of directed time as the percentage of full time pay paid to the teacher. This will cover both the total teaching time and the non-teaching duties undertaken by the part time teacher.

In order to ensure the effective use of part time teachers' working time, it will be helpful to establish an agreed statement of working time obligations for each part time teacher at the start of the college year, setting out the teacher's obligations in relation to teaching and non-teaching duties for the year.

Where the college operates a formal system of non-contact time for planning, preparation and assessment or for additional responsibilities, part time

teachers should receive such time on the same pro rata basis as full time teachers.

In order to avoid the risk of less favourable treatment and potential unlawful discrimination, care should be taken over the allocation of non-teaching duties to part time teachers. Part time teachers should not, for example, have a greater proportion of their directed time allocated outside their normal sessions than full time teachers. Care should also be taken to minimise patterns of timetabling which create unpaid “trapped time”.

Part time teachers may be required to attend college to undertake non-teaching duties such as attending meetings, in-service training, recruitment days or parental consultation meetings on days when they normally teach. Principals should, however, bear in mind the general requirement for “reasonable directions”, for example when considering whether teachers who only work the morning session are asked to undertake non-teaching duties after the end of the afternoon session.

Any attendance by part time teachers on days when they do not normally teach should be by mutual agreement. In such cases, they may either be remunerated separately via Para 18 of the national agreement - payment for additional working days (either by use of the daily rate or, for part days, an hourly rate of 1/1265 in place of the daily rate of 1/195, or by time off in lieu) or this may form part of their directed time. Part time teachers should be offered the opportunity to attend all in-service training days in order to comply with the legal requirement to permit part time employees access to the same training opportunities as full time employees.