

# LNCT Procedure for the Amalgamation of Additional Support Needs Schools 2020/21

**Version: 2**

*Our Staff Values*  
**Focus. Passion. Inspiration.**



**North Ayrshire Council**  
Comhairle Siorrachd Àir a Tuath

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| <b>Related Forms/<br/>Template Letters</b> |   |
| <b>Related documents</b>                   | <ul style="list-style-type: none"> <li>• LNCT Procedures for the Compulsory Transfer of Unpromoted Teachers</li> <li>• SNCT Handbook</li> </ul> |
| <b>Prepared by</b>                         | HR Operations   |

| <b>Version Number</b> | <b>Effective Date</b> | <b>Details of Last Revision</b>                           |
|-----------------------|-----------------------|---|
| Version 1             | 18 September 2019     |   |
| Version 2             | 18 May 2020           | To update conservation principles in line with SNCT 18/63 |

## **1. Introduction**

1.1 North Ayrshire Council is creating a new Additional Support Needs (ASN) campus to deliver education to children and young people in a modern learning environment.

1.2 It is anticipated that the new campus will be operational from early 2021 and will amalgamate the existing ASN schools namely:

- James Reid
- James McFarlane
- Haysholm
- Stanecastle

1.3 This Agreement sets out the procedures that will apply to Teachers affected by the creation of the new ASN campus.

## **2. Principles**

2.1 This agreement applies to all teaching staff employed within existing ASN schools, excluding those appointed as short-term supply teachers.

2.2 No teacher employed on a permanent basis within existing ASN schools will be made compulsorily redundant.

2.3 The Council's Voluntary Early Release (VER) Scheme may be available to promoted teaching staff who are displaced as a result of the creation of the new ASN campus.

2.4 Promoted teaching posts within the new ASN campus will be job-sized in accordance with the SNCT Handbook.

2.5 Relevant parties will be consulted on the management structure of the new ASN campus.

2.6 The salary conservation principles set out in the SNCT Handbook will apply to eligible employees.

2.7 The arrangements for the payment of excess travelling expenses will apply to eligible employees.

2.8 Any dispute over the implementation of this agreement will be referred to the LNCT for resolution.

2.9 Every attempt will be made to retain employees within the ASN sector.

### **3. Voluntary Early Release**

- 3.1 All promoted teachers employed within existing ASN schools will be invited to express an interest in Voluntary Early Release (VER).
- 3.2 Applications for VER from promoted teachers will be considered as the first step in the amalgamation process and prior to the appointment of Depute Head Teachers and Principal Teachers in the new ASN school. Applications for VER will **not** be considered at a later date. Applicants will be aware of the outcome of their application in advance of promoted post advertisements.
- 3.3 VER is not guaranteed and will be considered on the basis of:
- Numbers of applications received
  - Release costs
  - Availability of suitable posts in the new ASN campus
- 3.4 The release date of any VER's agreed will be determined by North Ayrshire Council, subject to the needs of the service.

### **4. Procedure for Head Teachers and Depute Head Teachers**

- 4.1 The Head Teacher of the new ASN campus will be appointed through an external recruitment and selection process.
- 4.2 Any surplus Head Teacher(s) from existing ASN schools will be considered as equivalent to a Depute Head Teacher for the purposes of implementing this agreement.
- 4.3 Recruitment to the Depute Head Teacher posts in the new ASN campus will be ring-fenced in the first instance to:
- Substantive Head Teachers and Depute Head Teachers of the existing ASN schools;
  - Fixed term Head Teachers and Depute Head Teachers of existing ASN schools, who have service in post prior to the start of the 2020/21 academic year.
- 4.4 Where the number of surplus Head Teachers and Depute Head Teachers is the same or less than the number of Depute Head Teacher posts in the new ASN campus, employees will be matched to the new posts.
- 4.5 Where the number of surplus Head Teachers and Depute Head Teachers is more than the number of Depute Head Teacher posts in the new ASN campus, posts will be filled by competitive interview.

- 4.6 Any Head Teacher or Depute Head Teacher can decide to demit their post and on appointment to a new post conservation of salary will cease.
- 4.7 Any Head Teacher or Depute Head Teacher who remains surplus in the new ASN school will receive salary conservation and remain as a surplus Head Teacher or Depute Head Teacher for the duration of the period of salary conservation.
- 4.8 Employees who choose to demit their post will have no less and no more favourable treatment than colleagues if a main scale teaching surplus situation were to arise.
- 4.9 Employees who choose to remain as a surplus Head Teacher or Depute Head Teacher during the period of salary conservation may be allocated duties commensurate with their conserved salary that can reasonably be expected to be carried out within the context of the normal working week in line with the 35 hour week agreement. Such duties shall be discussed and agreed with the Head Teacher. Any Depute Head Teacher posts that subsequently become vacant within the new ASN campus during the period of salary conservation will be ring-fenced to these employees in the first instance.
- 4.10 Any Depute Head Teacher posts in the new ASN school that remain unfilled after the ring-fenced process will be advertised in the normal way.

## **5. Procedure for Principal Teachers**

- 5.1 Recruitment to Principal Teacher posts in the new ASN campus school will be ring-fenced in the first instance to:
- Substantive Principal Teachers of the existing ASN schools;
  - Fixed term Principal Teachers of existing ASN schools, who have service in post prior to the start of the 2020/21 academic year.
- 5.2 Where the number of Principal Teachers is the same or less than the number of Principal Teacher posts in the new ASN campus, employees will be matched to the new posts.
- 5.3 Where the number of Principal Teachers is more than the number of Principal Teacher posts in the new ASN campus, posts will be filled by competitive interview.
- 5.4 Any Principal Teacher can decide to demit their post and on appointment to a new post conservation of salary will cease.

- 5.5 Any Principal Teacher who remains surplus in the new ASN school will receive salary conservation and remain as a surplus Principal Teacher for the duration of the period of salary conservation.
- 5.6 Employees who choose to demit their post will have no less and no more favourable treatment than colleagues if a main scale teaching surplus situation were to arise.
- 5.7 Employees who choose to remain as a surplus Principal Teacher during the period of salary conservation may be allocated duties commensurate with their conserved salary that can reasonably be expected to be carried out within the context of the normal working week in line with the 35 hour week agreement. Such duties shall be discussed and agreed with the Head Teacher. Any Principal Teacher posts that subsequently become vacant within the new ASN campus during the period of salary conservation will be ring-fenced to these employees in the first instance.
- 5.8 Any Principal Teacher posts in the new ASN school that remain unfilled after the ring-fenced process will be advertised in the normal way.

## **6. Procedure for Unpromoted Teachers**

- 6.1 Unpromoted teachers in existing ASN schools will transfer to the new ASN campus on the date of opening except where a fixed term contract ends prior to the date of opening.