

Sickness and Attendance Policy

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Next review date: Autumn 2021

Person in charge: COFO

Link Director: Chair of Finance

Northern Lights Learning Trust

Signed off by: Chair of Board

Date from: Autumn 2020

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Pastoral Care/Spiritual Development

The quality of relationships between all members of school staff and pupils, and the relationship with parents and carers is the area that is most commonly associated with the ethos of the schools in our Trust. It is expressed in the terms of sharing and caring. In the Church schools in our Trust, we follow the teachings of:

'Love your neighbour as yourself' - Matthew 22:39.

'This is my commandment: love each other' - John 15:17.

In our schools we believe every pupil is an individual who is valued for who they are.

We have a series of overlapping networks of relationships, which includes governors, staff, children, parents, church members, and members of the community which the school seeks to serve. Our pastoral work will strive to meet the significant challenge to create and maintain such networks including in our Church schools in ways which reflect the Gospel. Those who are in leadership roles, which includes all who have a particular responsibility, ensure that by their personal example they set the highest standards expected.

It is from this premise that both Christian and spiritual love will pervade all aspects of life at Northern Lights Learning Trust. It will influence how we reward and teach discipline. It will affect how we value work and the achievements of pupils and staff. It will be seen in the way in which the school environments are created and cared for, in the way in which the needs of pupils, parents, and community are met, and in the way in which teaching and non-teaching staff work together effectively as a team. Pastoral care pervades all aspects of school life and therefore will be reflected in the way the schools are organised and the policies are written and implemented.

1 Policy

- 1.1 We are committed to ensuring that our employees attend work whenever they are fit for work. However, we also recognise that people do become ill and, where this is the case, will, through consultation with you and medical advisers when appropriate, manage such absence with the ultimate aim of getting you back to work as soon as possible, with appropriate and reasonable assistance from us to achieve that aim. This policy sets out the expected steps in managing sickness and attendance but we may use a different procedure or take additional steps as required in individual cases.
- 1.2 Certain parts of this policy are contractual requirements with which you must comply. This policy is not otherwise contractual, does not form part of any employee's contract of employment and we may amend it at any time.
- 1.3 This policy applies to all employees and workers except agency workers, consultants, self-employed contractors, volunteers, interns and casual workers.
- **1.4** [An attendance management toolkit is also available on the intranet to provide further guidance to Governors, Headteachers, managers and employees. However, it is noted that the toolkit is for guidance purposes only and does not in any way form part of this Policy.]

2 Your responsibilities

- 2.1 You must take responsibility for your own attendance at work and, if you are ill, your recovery and timely return to work. It is a contractual requirement that you must:
 - 2.1.1 comply in a timely manner with our notification and certification procedures, whether set out in this policy or as notified from time to time, and maintain communication with us while you are absent from work;
 - 2.1.2 comply with any reasonable request for a medical and/or occupational health report to be obtained from your general practitioner and/or another doctor nominated by us and/or our occupational health adviser (where appropriate) and for that purpose to undergo any medical and/or occupational health examination;
 - 2.1.3 provide sufficient information to us, as and when required, to keep us informed of your condition and prognosis; and
 - 2.1.4 co-operate with us to implement any advice from medical and/or occupational health practitioners in order to facilitate a timely return to work.

3 Procedure for absence reporting and certification

3.1 You must notify your line manager or nominated deputy of any absence by telephone at the earliest opportunity and no later [than an agreed time set by the Trust] on the first working day of absence and on every subsequent day of absence for the first

seven days of absence, unless agreed to the contrary. Where you are absent for more than seven days, the frequency and timing of contact will be agreed on a case by case basis, but as a minimum requirement you should keep your line manager informed throughout the period of absence on at least a weekly basis. Where days of absence span a weekend, the weekend days count towards the seven-day absence period. If you are absent due to ill health, you will be required to give details of the nature of the illness and an indication of the anticipated length of absence. Leaving a message with a colleague to report an absence will not amount to proper notification. Reporting an absence by text message or email will also not amount to proper notification, unless agreed with your line manager.

3.2 If you are absent for *seven* days or less, you must complete an absence form (self-certification form) immediately on your return to work, and this must be countersigned by *your line manager*. This form should be returned to *the SLT who are supported by the Central Team* as soon as possible, but in any event, no later than *two* working days following the return date. For an absence of more than *seven* days, in addition to completing the absence form you must obtain a Statement of Fitness for Work (also known as a 'Fit Note') from your GP or other treating doctor and forward this to *your line manager* within *two* working days of issue. If your absence continues after the expiry of the first Fit Note, further Fit Notes must be obtained as necessary to cover the whole period of absence and forwarded to *your line manager* within *two* working days of issue. Where days of absence span a weekend, the weekend days count towards the seven-day absence period.

4 **Contractual sick pay**

- 4.1 Entitlement to contractual sick pay and other arrangements in respect of absence will be outlined in your terms and conditions with us (namely the "Green Book" for support staff and Teachers Pay & Conditions contained in the "Burgundy Book"). Further rules regarding payment are set out below.
- 4.2 Any payments are subject to you having followed the appropriate procedure, which we may vary depending on individual circumstances.
- 4.3 We may withhold sick pay if we have reasonable grounds to believe that you are fit to work and are making misrepresentations with regard to your ability to work, your ill health is caused by your misuse of alcohol or illegal substances, or by any criminal act by you, the ill health or injury is self-inflicted or is incurred as a result of participation in either a dangerous sporting activity or in a professional sporting event of any kind and/or you fail to co-operate with us in implementing advice from a medical and/or occupational health practitioner to facilitate your return to work.
- 4.4 It is a contractual requirement that, if your ill health or injury is the result of an accident caused by a third party in respect of which damages are recoverable then you must notify us immediately of all the relevant circumstances and of any claim, compromise, settlement or judgment made or awarded in connection with it and give us any information about those matters as we may reasonably require. If we require you to do so, you must refund to us any amount received by you from any such third party, but

the refund will be no more than the amount which you have recovered in respect of the sick pay which you have received.

5 Statutory sick pay

- 5.1 Subject to certain exceptions, you will be entitled to receive statutory sick pay ('SSP') for a maximum of 28 weeks in any period of entitlement (the maximum such period being three years) in accordance with and subject to the prevailing regulations. Your contractual sick pay will be inclusive of any SSP payable.
- 5.2 Details of the current rate can be obtained from the SLT/central team who will also be able to advise you of the main requirements in order to qualify for SSP.

6 Holidays during absence

- 6.1 If you wish to take holiday during long-term sickness you should book and have it authorised in the normal way. Sick pay will not be paid in respect of any period that is taken as paid holiday. The Headteacher will decide if such a request is acceptable and may take advice from the Occupational Health Unit. Employees may be asked to provide medical consent from their GP or specialist that the holiday will not be detrimental to their recovery.
- 6.2 The normal restrictions on carrying over holiday entitlement will apply. As such, any holiday accrued but not taken by the end of the holiday year will be lost, unless you have not had the opportunity to take your minimum holiday under the Working Time Regulations 1998 due to being absent during the whole or part of a holiday year. If you are in this situation, please contact SLT/central team for information on the rules regarding carrying forward untaken holiday.

7 Return to work and absence meetings

- 7.1 When you return to work following any period of absence, *your line manager or Headteacher* must conduct a return to work interview, to establish the reason for, and cause of your absence, that you are in fact fit to return to work and whether we can do anything to assist you. Our disciplinary procedures will be used if an explanation for absence is not forthcoming or is not thought to be satisfactory. The Headteacher or line manager will complete a record of the discussion, which you will be asked to sign. This will be held on your personal file.
- 7.2 If you wish to return to work prior to the date noted on a Fit Note in cases of long-term absence or a serious health condition, you may be asked to see our nominated medical practitioner and/or occupational health adviser to confirm you are fit to return to work before you may return. Where your general practitioner or consultant specifically advises that you are not fit to return to work and must not return to work, you will not be permitted to return. This does not mean that you must always remain absent to the date specified in your current Fit Note if you feel able to return before that date, and it does not mean that you must always seek your doctor's agreement to returning earlier than the date specified in the Fit Note. Return to work is subject to any risk assessment

or adjustment necessary for you having been made by us before the proposed earlier return date.

7.3 Where *your line manager* is concerned about the level or pattern of absence, he may conduct an informal guidance meeting with you and/or monitor your attendance and/or deal with the situation under our capability procedure or disciplinary and dismissal procedure.

8 Attendance management

- 8.1 Where more formal measures to manage your attendance are required, we will usually follow the procedure outlined below. However, we reserve the right to take different action which we consider appropriate according to the particular circumstances.
- 8.2 In addition to the return to work discussions described in paragraph 7 above, if you are persistently or intermittently absent for short periods, *your immediate line manager* will begin regular attendance reviews with you.

8.3 The Trust has agreed sickness triggers which will prompt attendance review meetings to be arranged:

- 8.3.1 An employee has 3 occasions of sickness absence in a 6 month period;
- 8.3.2 An employee has 5 occasions of sickness absence in a 12 month period;
- 8.3.3 Any other cause for concern relating to an employee's attendance.

The absences under review could include periods of short, medium and long term absence.

- 8.4 The attendance reviews will usually involve the Headteacher meeting with you on a regular basis, either at your place of work or, (with your agreement) at your home or another location, or by telephone if a face to face meeting is not possible, to ensure that you are receiving appropriate support and that we have an up-to-date understanding of your state of health. You will be informed that your attendance is being monitored, and you will be asked to give any explanations or provide any further information you may wish to provide. The reviews will also seek to identify a level of improvement in your attendance that is acceptable to us and achievable in the circumstances, and any steps the employer can take to assist you in reaching that level of improvement. The reviews may also identify where further medical evidence may be required (see paragraph 16 below). If the medical evidence indicates that you have a disability, then the issue of reasonable adjustments will also be considered (see paragraph 17 below). The attendance reviews may also involve *a representative from the SLT/central team*, where appropriate.
- 8.5 The Headteacher will complete a record of the discussion, which you will be asked to sign. The form will be held on your personal file and you should be given a copy.

8.6 If your attendance does not improve to an acceptable level despite these attendance reviews, then we may invoke the formal procedure detailed below. This may lead to a written warning and/or a final written warning being given and, ultimately, to dismissal.

9 Formal Attendance Review Meeting

- 9.1 If the Headteacher has ongoing concerns about your attendance, you will be invited to a Formal Attendance Review Meeting. Please note, where concerns about attendance are sufficiently serious, and it is deemed reasonable and appropriate to do so, the Headteacher (with advice from SLT/central team) will convene a Formal Attendance Review, or a Formal Stage 3 meeting.
- 9.2 You will receive at least 5 working days' notice of the meeting which will be held. The written notification will give the time and place of the meeting and will advise the employee of their right to be accompanied by a work colleague or trade union representative. The letter will advise of the reason for the review and set out details of the absences to be considered. The letter of notification will state that formal action is a potential outcome of the meeting and that the employee can present a written statement prior to the meeting should they wish to do so.
- 9.3 During the meeting you will be given the opportunity to discuss and explain the absences, provide any other information you feel is relevant, identify any actions, support or interventions that you feel could improve your attendance, and ask questions before any decision is reached.

9.4 The possible outcomes of this meeting may include:

- 9.4.1 No formal action (informal action may be taken)
- 9.4.2 Formal action
- 9.5 There may be instances where concerns about attendance are sufficiently serious to warrant the procedure being implemented at the Formal Attendance Review stage or final stage of the procedure. The SLT/central team will provide advice if this is the case.

10 No Formal Action

10.1 Although no formal action may be taken, other actions may be implemented. For example, this could include identifying actions you could take to improve your attendance, implementing support and interventions such as counselling or seeking medical advice, or it could include requiring you to submit a Doctor's Statement for every period of absence. You may also be informed that if your attendance does not improve to a satisfactory level then this may lead to formal action being taken. A record of the discussion will be completed, which you will be asked to sign and should be given a copy. The form will be held on your personal file.

11 Formal Action – Stage 1 First Written Warning

11.1 Following the Formal Attendance Review Meeting, we may issue you with a first written warning. If a first written warning is issued, the Headteacher should:

- 11.1.1 Explain the impact their absence is having on the school and why attendance must improve;
- 11.1.2 Inform you of the improvement in your attendance which is required;
- 11.1.3 Explain any actions, support or interventions that have been identified and explain how these will be implemented and monitored;
- 11.1.4 Review and update risk assessments (if appropriate);
- 11.1.5 Explain the level of formal warning that is being issued, why, and how long this formal warning will remain live, subject to a satisfactory improvement in their attendance;
- 11.1.6 Explain that attendance will continue to be monitored, and make it clear that failure to improve attendance to a satisfactory level may lead to a final written warning and possibly dismissal;
- 11.1.7 Inform you of your right of appeal.
- 11.2 You will receive written confirmation of this decision, and a copy will be held on your personnel record. Formal warnings will normally be considered to be disregarded for attendance management purposes after a period of 12 months satisfactory attendance from the date of the warning. If appropriate, a decision may be taken to extend the period that a formal warning will remain "live". This will be dependent on the individual circumstances and will be confirmed in writing.
- 11.3 The Headteacher will continue to monitor and review any absence. Support, interventions or actions that have been agreed should be implemented. If attendance improves and meets the required attendance standard, this should be recognised. However, if attendance continues to be of concern, the employee will be invited in writing (as set out in paragraph 9.2) to attend a further Formal Attendance Review Meeting.

12 Formal Action – Stage 2 Final Written Warning

- 12.1 After a full discussion, followed by a consideration of the facts, we may issue you with a final written warning where your attendance has failed to improve to a satisfactory level whilst the prior warning is still "live". When the Headteacher issues a final written warning, they should follow the same procedure set out in paragraph 11.1.
- 12.2 You will receive written confirmation of this decision, and a copy will be held on your personnel record. Formal warnings will normally be considered to be disregarded for attendance management purposes after a period of 12 months satisfactory attendance from the date of the warning. If appropriate, a decision may be taken to extend the period that a formal warning will remain "live". This will be dependent on the individual circumstances and will be confirmed in writing.
- 12.3 The Headteacher will continue to monitor and review any absence. Support, interventions or actions that have been agreed should be implemented. If attendance improves and meets the required attendance standard, this should be recognised.

However, if attendance continues to be of concern, you will be invited to attend a further Formal Attendance Review.

13 Formal Stage 3 – Dismissal with Notice

- 13.1 If your attendance has failed to improve to a satisfactory level during the period that the Final Written Warning is still "live" the case will be considered by the Personnel Committee of the Governing Body.
- 13.2 The Personnel Committee, who will be advised and supported by the SLT who are supported by the Central Team, will meet with the employee. At least 5 working days' notice will be given and the written notification will give details of the time and place of the meeting and will advise you of your right to be accompanied by a work colleague or trade union representative. The letter will include the reason for the meeting, set out the details of the absences to be considered and include relevant background information. The letter of notification will state that dismissal is a potential outcome of this meeting and that the employee can present a written statement prior to the meeting should they wish to do so.
- 13.3 During the meeting you will be given every opportunity to discuss and explain your absences, provide any other information you feel is relevant, identify any actions, support or interventions you feel could improve attendance and ask questions before any decision is reached.
- 13.4 After a full discussion, followed by a consideration of all of the facts and if there is no other reasonable alternative then you will be dismissed with notice. If considered appropriate, you may be paid in lieu of notice. The decision and the reason for it will be conveyed in writing and will also identify your right of appeal.

14 Long-term absence or absences

- 14.1 In cases of long-term absence, we will keep in regular contact with you in order to keep up to date with your state of health and when you might be expected to return. The contact will usually be with *your line manager* or *a member of the SLT/central team*. The frequency of such contact will vary according to the particular circumstances and may, for example, be weekly, fortnightly or monthly. We will keep you informed of any developments affecting your work for us.
- 14.2 We will seek to understand your medical condition by obtaining a medical report (see paragraph 16 below) and will then seek to meet with you to discuss the terms of the medical report(s) obtained and any recommendations made (including whether any measures can be taken by us to assist you in returning to work) and your own view on the situation.
- 14.3 If the advice in the medical reports is, for example, that you are fit to return to work, or will be fit to return to work within a manageable period, or may be fit to return if we can take measures to assist you in returning to work, we may seek to put in place a Return

to Work programme which will describe in detail any steps to be taken by us, any stages of a phased return to work (e.g. shorter working hours or different working arrangements), and the timescale for achieving this.

- 14.4 If it is not possible to put in place a Return to Work programme, for example because the advice in the medical report(s) is that you will not be fit to return to work, or that it will be some considerable time before you are able to return to work, or if the Return to Work programme is unsuccessful, we will seek to have a further meeting with you and you may be given a final written warning. This will explain why you have received the warning, give a summary of the options available (such as alternative employment, reduction in hours and/or early retirement under our pension scheme) and the timescale for considering these options. The warning will state that if none of the options is available, and there is otherwise no improvement in the situation, you are likely to be dismissed. You will be advised of your right to appeal against the final written warning.
- 14.5 The final written warning itself may remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. The final written warning will normally be disregarded for capability purposes after 12 months, subject to satisfactory attendance during that time, but will form a permanent part of your personnel record.
- 14.6 If you are unable to return to your own job even with adjustments, *your line manager* will, with the assistance of *the SLT/central team* and advice from an occupational health physician/other medical practitioner where appropriate, consider suitable alternative employment, although we will not be obliged to create a new position for this purpose. If you are to return to work in an alternative role, revised terms and conditions will be discussed with you before your return and you will, as soon as is reasonably practicable, be provided with written confirmation of the revised terms and conditions, the date on which they will come into force (if appropriate) and information on your right to appeal against the decision.
- 14.7 If the alternative options set out in the final written warning are not viable, then unless, for example, there has been a change in your health that makes it possible for you to return to work within a reasonable timescale, we will usually consider dismissal. If dismissal is a possible outcome, we will consider matters such as the likelihood that your health may improve such that you may be able to return to work, whether there is alternative work you could do for us, the effect of past and likely future absences on the organisation, medical advice and whether there are any reasonable adjustments that could me made with regard to your work to enable you return or to assist you after your return.
- 14.8 We will seek to have a further meeting with you to discuss these matters and, if the decision as a result of that meeting is that you be dismissed, you will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out details of the reason for dismissal, the date on which your employment terminated or will terminate, the appropriate period of notice or pay in lieu of notice (if any) and will advise you of your right to appeal against the decision to dismiss you.

15 Right of Appeal

- 15.1 You have the right to appeal any formal action. To appeal, you will notify the Personnel Appeals Committee of the Governing Body via the Clerk to the Governing Body in writing setting out that you wish to appeal the decision within 10 working days of the decision being notified to you. You should submit a written statement setting out the detail of your grounds of appeal. This statement should be submitted to the Personnel Appeals Committee of the Governing Body via the Clerk to the Governing Body within a further 5 working days.
- 15.2 An appropriate Appeal Hearing will then be arranged, without unreasonable delay. You will be invited to the Appeal Hearing in writing, which will include notification of your right to be accompanied by a trade union representative or an appropriate work colleague. The Headteacher will be present at the appeal to explain the case.
- **15.3** In cases of dismissal, an appeal will be heard and determined by the Personnel Appeals Committee.
- 15.4 The decision made at the Appeal will be confirmed in writing to you, without unreasonable delay, and will be final with no further internal right of appeal.

16 Medical examinations and reports

- 16.1 You agree, as a contractual term of your employment, to undergo a medical examination by your GP or consultant and/or our own doctor, an independent occupational health consultant (where appropriate) or another appropriate medical adviser at any time, if we require you to do so. Such an examination enables us to understand your state of health and any medical condition, and the causes of such condition, to obtain an accurate prognosis and to obtain advice upon what, if any, reasonable adjustments could be made to facilitate your return to work. We will be entitled to see and retain a copy of any report, diagnosis or prognosis produced as a result of such examination and to discuss it with the occupational health practitioner/medical practitioner who produced the report.
- 16.2 Such health examinations will usually be considered and arranged once you have been absent for over *four* consecutive weeks, or for a total of *four* weeks in any period of *six* months but may be considered at other times, depending on the circumstances.
- 16.3 We, our occupational health staff and/or any other medical practitioner nominated by us may seek additional information from your general practitioner or consultant in accordance with the Access to Medical Reports Act 1988. You will be provided with the relevant consent forms to agree to the release of any such report. If you do not provide the information sought or you refuse consent to a medical examination or report, we will need to proceed on the basis of the information we have available to us.

17 Reasonable adjustments for disabled employees

17.1 We will comply with our obligations to make reasonable adjustments for disabled employees under the Equality Act 2010. An employee is disabled if he has a physical

or mental impairment which is long-term (12 months or more) and which has a substantial adverse effect on his ability to carry out normal day to day activities. An employee who is, or has been, absent due to illness may be disabled if he has a long-term condition that meets this definition, but this does not mean that all employees with health problems are disabled.

- 17.2 We will, wherever possible, consider all reasonable adjustments which could be made in respect of a disabled employee's work in order to facilitate his return to work or to assist him after a return to work. Such adjustments may include a reduction in hours, the transfer of certain duties to other employees, physical adjustments and retraining. Such adjustments may be adopted on a temporary or permanent basis depending on the circumstances of each case.
- 17.3 We will usually seek the employee's views in considering adjustments and will also usually ask the employee's doctor for advice. It is however for us, not the employee's doctor, to decide whether an employee is disabled and what adjustments are reasonable, though the doctor's advice will be taken into account. An employee's doctor may give information in a report and/or Fit Note as to what adjustments might assist the employee to return to work or to help him once he is back at work and, if the employee's doctor does so, we will consider them.

18 Specific absences

- **18.1** Absence from work due to substance misuse problem will be dealt with in accordance with the Company's substance misuse policy OR set out alternative details.
- 18.2 Absences due to pregnancy-related or disability related illnesses, time off for antenatal and adoption appointments, maternity leave and other forms of statutory leave or time off will not be taken into account when reviewing an individual's sickness attendance record. Lateness linked to ill health will be managed in accordance with this policy. Lateness and absence which is not linked to ill health may be dealt with in accordance with our *disciplinary and dismissal procedure*.

19 Capability meetings

19.1 Any formal capability meeting under this procedure (return to work meetings and attendance review meetings are not formal capability meetings) will be convened by sending you a letter which will set out the date, time and place of the meeting, the nature of the issues to be discussed at the meeting in sufficient detail to enable you to prepare and respond appropriately, and will advise you of the possible consequences and of your right to be accompanied at the meeting by a companion, usually a Trade Union representative or a colleague. You will be given at least 7 days' notice of any such meeting. Where appropriate, we will enclose copies of relevant documents, for example your absence record, any medical report and any relevant policies.

20 Retirement on the Grounds of III health (LGPS Members)

- 20.1 In cases of ill health where the specific criteria, as defined in the Local Government Pension Scheme Regulations, are met, retirement on grounds of ill health may be a potential option.
- 20.2 In cases of long term ill health where the specific criteria are not met, termination of contract of employment on grounds of incapability may be considered.
- 20.3 Prior to the termination of the contract of employment due to either of the above reasons, it is important that the Headteacher, in consultation with the Occupational Health Physician, have explored the possibilities of rehabilitation, reasonable adjustments, redeployment and re-training.
- 20.4 Where the request for retirement on grounds of ill health is driven by the employee, the employee, by submitting such an application, is accepting that, as a result of ill health or infirmity of body or mind, they are permanently incapable of discharging efficiently the duties of their employment until the normal age of retirement which is 65 years. If their application fails to meet the criteria of retirement on grounds of ill health, termination of contract on grounds of incapability may be the only option.
- 20.5 On receipt of a certificate of permanent incapacity, issued by an independent, duly qualified registered medical practitioner, the employee should be notified. Headteachers should, with advice from the HR Adviser, arrange to formally meet with the employee to explain the meaning and implications of the certificate. Prior to this discussion, Headteachers should try to obtain details of final payments, such as notice pay, holiday pay, pension estimates where possible. It is important to ensure that the employee understands the details and the implications of the actions.

21 Retirement on the Grounds of III Health (Teachers' Pension Scheme)

- 21.1 In cases of long term ill health where particular criteria are met in accordance with current pension scheme rules and regulations retirement on the grounds of permanent ill health may be a potential outcome should a teacher choose to apply for ill health retirement. Under Teachers Pay and Conditions this is not classified as a dismissal as with employees in the Local Government Pension Scheme.
- 21.2 Where a request for ill health retirement is employee driven, it is important that employees fully understand the implications of their request. In submitting such a request, employees should be aware that should they fail to meet the criteria for early retirement that the alternative may be a dismissal on the grounds of medical capability.
- 21.3 The SLT/central team will receive notification that the teacher's application has been successful. A meeting should then be arranged between the Headteacher, the employee and a member of the SLT to finalise arrangements and discuss any benefit queries. As ill health retirement for teachers is deemed to be a resignation the teacher is required to submit a resignation letter to complete the process.