



CONNECTED LEARNING SEVERANCE POLICY

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Connected Learning MAT Severance/Retirement Policy

Employers have certain discretions under the Teachers' Pension Regulations and in other areas related to severance. This statement sets out how such discretions will be exercised by Connected Learning.

REDUNDANCY

Category of staff	Age & Service	Statutory Redundancy payment	Discretionary Compensation (subsuming stat red payment)*	Immediate pension benefit (pension & lump sum)	Cost to Connected Learning	Paid Notice	Notes
Teachers	All ages						
	With less than 2 years continuous LG service	No	No	No	None	Yes	
	With more than 2 years LG service	Yes	No	No	Redundancy Payment	Yes	
Support Staff	Under 55						
	With less than 2 years continuous LG service	No	No	No	None	Yes	
	With more than 2 years LG service	Yes	No*	No	Redundancy payment*	Yes	
	Over 55						
	With less than 2 years continuous LG service	No	No	Yes if 3 months or more LGPS service	Pension strain**	Yes	
	With more than 2 years LG service	Yes	No*		Redundancy payment* & Pension strain**	Yes	

*Connected Learning MAT to determine if payable for new staff. TUPE applies such that staff who transferred from a Maintained School where the home Authority (eg Essex) made compensation payments, are entitled to these payments, the cost of which must be borne by the Academy.

**pension strain only if under normal retirement age.

ILL HEALTH RETIREMENT

Category of staff	Type	Age & Service	Pension benefit payable	Employers consent needed	Cost to Connected Learning MAT	Paid notice	Notes
Teachers	Ill Health Retirement	Employee with no-pensionable service	No	N/A – retirement not an option – employee may resign or be dismissed on the grounds of ill health capability.	None	If resign/ dismissed	
		Less than 2 years TP service	No	(as above)	None	(as above)	
		More than 2 years TP service – TIB	Yes - 50% enhancement of future membership to NRA	Teachers' Pensions make decision following employee's application	None	No - mutual resignation date agreed	Leaving date must be asap after TP decision received
		More than 2 years TP service – PIB	Yes – no enhancement and no reduction	(as above)	None	(as above)	(as above)
Support Staff	Ill Health Retirement	Employee with no-pensionable service	No	N/A – retirement not an option – Employer to dismiss on the grounds of ill health capability.	None	If resign/ dismiss	
		Less than 3 months LGP services	No – refund of contributions	Employer to dismiss on grounds of ill health capability.	None ¹	Yes	¹ Potential OH costs for applications by former employees
		More than 3 months LGP service: Tier 1 – not likely to work before NRA	Yes - 100% enhancement of future membership to NRA*	(as above) OHP Certificate required for release of pension.	None ¹	Yes	
		Tier 2 – likely to work before NRA	Yes - 25% enhancement of future membership to NRA*	(as above)	None ¹	Yes	
		Tier 3 – likely to work within 3 years	Accrued benefits payable without reduction (see notes)*	(as above)	Cost of 18 month OH review ¹	Yes	Pension suspended if obtain gainful employment and anyway after 3 years

EARLY RETIREMENT

Category of staff	Type	Age & Service	Pension benefit payable	Employers consent needed	Cost to Connected Learning MAT	Paid notice	Notes
All categories	Efficiency Retirement	Age 55 and over 3 months pensionable service	Immediate pension, no reduction with employer consent or reduction without consent	Yes* – Connected Learning will not consent to any early retirements which incur a cost	Financial strain	No	
Teachers	Actuarially Reduced Benefits (ARB)	Age 55	Immediate pension with reduction	Yes* – cannot be withheld beyond 6 months	None	No	
Teachers	Phased Retirement	Age 55+	Immediate pension with reduction where applicable	Yes	None	No	Requires 20% reduction in earnings
Support Staff	Flexible Retirement	Age 55	Immediate pension – no reduction	Yes – The Connected Learning MAT will not consent to any early retirements which incur a cost	Financial Strain	No	Requires 25% reduction in hours or reduction in grade
		Not meet '85 year' rule	Immediate pension with reduction	Yes	None	No	
Support Staff	85 year rule (protected) **	Age 55*	Immediate pension with no reduction	Yes – The Connected Learning MAT will not consent to any early retirements which incur a cost	Financial Strain	No	
		Age 60 or over by 31/3/2016	(as above)	No	None	No	
		Age 60 or over between 1/4/2016 and 31/3/2020	(as above) Pension accrued after 1/4/08 reduced	No	None	No	

*The Teachers' Pension Scheme expects that where an employee retires and accesses their pension that they are genuinely ceasing work by reason of retirement (ie not returning to similar employment). In any case, the Trust will require a minimum 31 day break if the employee is to return to work following retirement

**The protected 85 year rule only applies to members who joined LGPS before 1 October 2006

OTHER DISCRETIONS

Discretion	Connected Learning position
Pension Enhancement (Extra Service or Additional Added Years)	Connected Learning will not grant pension enhancements under any circumstances
Waiving of pension reductions	Connected Learning will not waive pension reductions under any circumstances or other than on exceptional compassionate grounds*
Shared cost additional voluntary contributions (SCAVC)	Connected Learning will not make additional voluntary contributions
Transferring of other pension after 12 months	Connected Learning will consider each case on its merits. Normally permitted if no known intention to make redundant/retire.
Age Retirement	An employee may retire at their Normal Retirement Age (NRA) and receive benefits due at no cost to Connected Learning. The Pension Schemes expect that where an employee retires and accesses their pension that they are genuinely ceasing work by reason of retirement (ie not returning to similar employment). In any case, the Connected Learning MAT will require a minimum 31 day break if the employee is to return to work following retirement.
Compromise Agreements	Connected Learning will consider payments in respect of Compromise Agreements on a case by case basis and will meet reasonable costs where a Compromise is considered to be a reasonable resolution to a case.

***Exceptional Compassionate Grounds: Financial hardship alone is not deemed sufficient grounds. For the purpose of this Policy, exceptional compassionate grounds are where an ex-member of staff has had to give up paid employment to be the sole carer for a severely disabled or seriously ill dependent, and where reasonable additional**

APPENDIX A

Statutory Redundancy Payments Ready Reckoner

Age	Years' service																			
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
16																				
17																				
18	1																			
19	1	1½																		
20	1	1½	2																	
21	1	1½	2	2½																
22	1	1½	2	2½	3															
23	1½	2	2½	3	3½	4														
24	2	2½	3	3½	4	4½	5													
25	2	3	3½	4	4½	5	5½	6												
26	2	3	4	4½	5	5½	6	6½	7											
27	2	3	4	5	5½	6	6½	7	7½	8										
28	2	3	4	5	6	6½	7	7½	8	8½	9									
29	2	3	4	5	6	7	7½	8	8½	9	9½	10								
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11							
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12						
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13					
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14				
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15			
35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16		
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17	
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½	
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18	
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½	
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18½	19	
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½	
42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	
45	3	4½	6	7	8	9	10	11	12	13	14	15	16	16	18	19	20	21	22	
46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	
47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	
49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24	
50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½	
51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25	
52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½	
53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26	
54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½	
55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27	
56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½	
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28	
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½	
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29	
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½	
61	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	30	
+																				

Local Government Pension Regulations (as amended)**APPLICATION FOR FLEXIBLE RETIREMENT****NAME:** _____**SCHOOL:** _____**NATIONAL INSURANCE NO:** _____**PAYROLL NO:** _____**Part one: Employee's declaration****Either:**

I will reduce my grade*/ working hours*/percentage* from _____ to _____. The date for this change will be as agreed with my line manager. If this change to my contract is agreed, I elect to receive immediate payment of my pension.

I understand that this election will not be valid unless my employer consents to the release of my pension.

I also understand that I may withdraw this election (and where appropriate the request to alter my contract) once I have considered my pension benefit estimate.

Or:

I have reduced my grade*/ working hours*/percentage* from _____ to _____ with effect from _____20____. I elect to receive immediate payment of my pension.

I also understand that I may withdraw this election once I have considered my pension benefit estimate.

* delete as appropriate

Signed: _____**Date:** _____

This form should be submitted to your headteacher

PTO

Part two: Headteacher consent

I confirm that the school supports the changes to the contract detailed overleaf from the date given*/date to be agreed* and supports this application for flexible retirement.

I confirm that there will be no financial strain to the employer as a result of this retirement.

Signed:

Headteacher

Name:

Date:

* delete as appropriate

Part three: Board of Trustees Consent

I confirm that there will be no financial strain to the employer as a result of this retirement and therefore confirm acceptance of this application.

Signed:

Chair of Connected Learning MAT Board of Trustees

Name:

Date:
