Pathway Trust

# Probation Policy

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| Policy effective from | 1 September 2026 |
| Policy owner | Director of People |
| Policy applies to | Berrow Church Primary School<br>Burnham-on-Sea Infant School<br>Castle Batch Primary School<br>Charfield Primary School<br>Cherry Garden Primary School<br>Downend School<br>East Huntspill Primary School<br>Lyde Green Primary School<br>Mangotsfield School<br>Marlwood School<br>Pawlett Primary School<br>Priory Community School<br>Severn Beach Primary School<br>St Andrew's Church Junior School<br>St Anne's Church Primary School<br>The Castle School<br>The King Alfred School<br>Tortworth Primary School<br>West Huntspill Primary School<br>Worle Community School<br>Pathway Partnership Teams |
| Policy changes since last version | New policy |

## 1. Introduction

1.1 This policy allows a new employee (as described at paragraph 2, below) and the school/trust to assess objectively whether or not the employee is suitable for the role. The trust believes that the use of probationary periods increases the likelihood that new employees will perform effectively in their employment.

1.2 The Headteacher is responsible for ensuring that all new employees are properly monitored during their probationary period. If any problems arise, the Headteacher/line manager should address these promptly and in accordance with the policy, and the employee should be made aware that some aspects of their performance, conduct, or attendance is unsatisfactory. This will help prevent the problem from escalating and, hopefully, lead to sufficient improvement.

1.3 Where the employee is the Headteacher, the Director of Primary/Secondary Schools shall be responsible for managing the probation process and determining whether their employment is confirmed or their employment is terminated.

1.4 This policy does not form part of any employee's contract of employment and may be amended at any time.

## 2. Scope

2.1 This policy applies to all new teaching and support staff employees. It does not apply to workers, contractors, consultants or any self-employed individuals working for the organisation.

## 3. Length of probation

3.1 The length of the probationary period applicable to an employee will be as set out in the contract of employment of that employee. In most cases, this will be four months.

## 4. Terms of employment during the probationary period

4.1 During the probationary period, employees will be subject to all the terms and conditions of their contracts of employment, with the exception of those terms noted below.

4.2 Attendance, conduct (including matters that could potentially amount to gross misconduct) and capability issues will be managed under this policy during the probationary period. For the avoidance of doubt, the trust's absence management, disciplinary procedure and capability policies shall not apply during an employee's probationary period.

4.3 The amount of notice that an employee must give to the school/trust, if they wish to resign, and the amount of notice that the school/trust must give to the employee of dismissal are different during probation. During probation, either party may terminate the employee's contract of employment by giving one week's notice, unless otherwise detailed within the contract. In the event that the school/trust decides to terminate the employee's employment, their employment will normally come to an end immediately and the employee will receive pay in lieu of the notice together with any outstanding

holiday pay. Once the probationary period has been completed, the notice periods will be as defined in the employee's contract of employment.

## 5. Line managers' responsibilities

5.1 Under this policy, the line manager has responsibility for monitoring an employee's performance, conduct, attendance and progress during the probationary period.

5.2 The Headteacher/Director should ensure that the employee is properly informed at the start of their employment about what is expected of them during probation, for example:

- The required targets or standards of performance they will be expected to meet.
- The expectations in terms of their conduct/attendance.

5.3 The Headteacher/Director is also responsible for putting in place a plan to support the successful start to any new role including, where appropriate, the training that will be provided to the employee.

## 6. Reviews during probation

6.1 The Headteacher/Director should meet with the employee to review and assess the employee's performance, capability, conduct, attendance and suitability for the role regularly during the employee's probation, and again at the end of the probationary period. During the meeting:

- The Headteacher/Director will discuss progress and provide feedback to the employee.
- The employee will be able to provide a response to the matters raised.
- The Headteacher/Director will complete the probationary form and give a copy to the employee.

6.2 In addition to the review meetings outlined above, the headteacher/Line manager should provide regular feedback to the employee about their performance and progress. Should there be any problem areas, these should be raised with the employee as soon as possible, allowing the employee to respond, with a view to resolving them. The headteacher/Line manager is also responsible for providing guidance and support, and for identifying and arranging any necessary support, training, or coaching that is relevant to the role.

## 7. Irregularities discovered during the probationary period

7.1 If, during an employee's probation, it is suspected or established that the employee does not have the qualifications, experience, or knowledge that they claimed to have at the time of recruitment, the matter will be discussed with the employee to establish the facts.

7.2 If the evidence suggests that the employee misrepresented their abilities in any way, the school/trust will terminate the employment, giving one week's pay in lieu of notice,

unless it amounts to gross misconduct, in which case the employment will be terminated with immediate effect and without pay in lieu of notice (see paragraph 11.4).

**8. End of probation - final review meeting**

8.1 Shortly before the end of the probationary period, the headteacher/Line manager should meet with the employee to conduct a final review of their performance, conduct, attendance and suitability for the job. This meeting will follow the format set out in paragraph 6.1, above.

8.2 Where practicable and where the headteacher/Line manager considers that satisfactory progress may not have been made during the probationary period, the employee will be invited to that meeting in writing, and the possible outcomes of the meeting will be explained. If one is available, the employee will also be able to bring a work colleague or a trade union representative to that meeting although, ordinarily, no rearrangements will be made to the time and date of the meeting.

8.3 The possible outcomes of the meeting are:

- The employee's suitability for the role is determined to be satisfactory and the probationary period is successfully completed. The employee will be confirmed in the role with immediate effect.
- The employee's probationary period is extended (see paragraph 9 below).
- The employee's suitability for the role is determined not to be satisfactory and employment is terminated (see paragraph 11 below).

**9. Extending probationary periods**

9.1 In most cases, four months should be an adequate period of time to effectively assess an employee's suitability for the role. However, if the Headteacher/Director determines, as an outcome of the meeting held under paragraph 8 above, that the employee's performance, conduct, attendance or suitability for the job has not been satisfactory then, the school/trust may, at its discretion, decide to extend an employee's period of probation before the original probationary period comes to an end. This will only be considered where an extension is genuinely likely to enable the employee to meet the required standards and may be in circumstances where:

- The Headteacher/Director considers that meaningful progress has taken place during the probationary period and that, with continued support it is likely that an extension to the probationary period will lead to the employee achieving a satisfactory standard.
- The employee or Headteacher/Director has been absent from the workplace for an extended period of 30 calendar days or more during the probation.

9.2 This will normally be limited to one extension. The length of the extension will be one month.

9.3 In extraordinary circumstances, the school may grant a further extension beyond the initial extension period, for example, where an employee has been unable to attend work during the extension due to a disability related absence and there has therefore been insufficient opportunity to assess their performance.

9.4 If an extension to the probationary period is agreed, the school/trust will confirm the terms of the extension in writing to the employee, including:

- The length of the extension and the date on which the extended period of probation will be reviewed, and when it will end.
- The reason for the extension, and if the reason is unsatisfactory performance, details of how and why performance has fallen short of the required standards.
- The performance standards or objectives that the employee is required to achieve by the end of the extended period of probation.
- Any support, for example, further training, that will be provided during the extended period of probation.
- A statement that if the employee does not meet fully the required standards, by the end of the extended period of probation, their employment will be terminated.

**10. Extended probationary period - final review meeting**

10.1 Shortly before the end of any agreed period of extension, a further final review meeting will take place. The same arrangements for notification, format of the meeting, and being accompanied will apply as set out for a final review meeting at paragraphs 8.1 and 8.2 above.

10.2 The possible outcomes of the meeting are:

- The employee's suitability for the role is determined to be satisfactory and the probationary period is successfully completed. The employee will be confirmed in role with immediate effect.
- The employee's suitability for the role is determined not to be satisfactory and employment is terminated (see paragraph 11 below).

10.3 Where a decision is taken to terminate the employee's employment, the school/trust will write to the employee, confirming the termination and the reason for it. The employee will be given an opportunity to appeal the decision.

**11. Termination of employment**

11.1 Ordinarily it is the trust's policy to allow the employee to complete the designated period of probation rather than terminating employment before the probation has come to an end. This is to give the employee a full opportunity to come up to the required standards. If, however, there is clear evidence prior to the end of the period of probation that suggests the employee is wholly unsuitable for the role, or there are concerns that are unlikely to improve, the employment may be terminated early. This

would also apply to incidents of gross misconduct that happen during the probationary period (see section 11.4).

11.2 During the probationary period, termination of employment will be with one week's pay in lieu of notice, unless otherwise detailed within the contract. Where the school/trust decides to terminate employment, ordinarily this will be by paying the employee in lieu of their notice period together with any outstanding holiday pay (if applicable), which means that employment will come to an end immediately. This paragraph does not apply in cases where employment is terminated for gross misconduct resulting in immediate dismissal without notice or without payment in lieu of notice (summary dismissal).

11.3 Performance

If an employee's performance, while on probation, has been unsatisfactory (despite support from the Headteacher/Director) and it is thought unlikely that further training or support would lead to a satisfactory level of improvement, the employment will be terminated at the end of the period of probation. Where the concerns are considered serious and have not improved, despite support, the employment may be terminated prior to the end of the period of probation, or at an earlier point if appropriate.

11.4 Conduct

- If an employee's conduct, while on probation, has been unsatisfactory (despite support from the Headteacher/Director), and it is thought unlikely that further training or support would lead to a satisfactory level of improvement, the employment will be terminated at the end of the period of probation, or at an earlier point if appropriate.

- If, during the probationary period, an allegation potentially amounting to gross misconduct is made, the facts will be investigated and a meeting held with the employee to make a decision. Where the allegations are considered proven, the employment will be terminated with immediate effect and without notice or pay in lieu of that notice. Gross misconduct is a serious breach of contract and includes misconduct which, in the opinion of the trust, is likely to prejudice its business or reputation, or irreparably damage the working relationship and trust between the trust and the employee. Although allegations of gross misconduct during the probationary period are dealt with under this policy, reference may be made to the examples of gross misconduct set out in the Disciplinary Policy. However, allegations in relation to safeguarding will be considered alongside and in accordance with the Child Protection and Safeguarding Policy.

11.5 Attendance

If an employee's attendance, while on probation, has been unsatisfactory (despite support from the Headteacher/Director) and it is thought unlikely that further support or reasonable adjustments would lead to a satisfactory level of improvement, the employment will be terminated at the end of the period of probation, or at an earlier point if appropriate.

## 12. Appeals against termination of employment

12.1 Should an employee wish to appeal against a decision to terminate their employment only, they must write to the Headteacher within five working days of receiving the decision to terminate the employment. The employee must state the grounds of their appeal in full.

12.2 The Headteacher (if not involved in the original decision to dismiss) or a councillor/trustee will consider the appeal. The appeal may be considered on the basis of written submissions alone, or through an appeal meeting, at the discretion of the school/trust. The school/trust will notify the employee of the format of the appeal in advance.

12.3 The outcome of an appeal will be confirmed in writing; this will make it clear that there is no further internal right of appeal. Where the employment of the Headteacher is terminated, they should appeal to the Chief Executive, who will make arrangements for the appeal to be considered.

## 13. Confidentiality and data protection

13.1 It is the aim of the school/trust to deal with matters under this policy sensitively and with due respect for the privacy of any individuals involved. However, it needs to be recognised that, in supporting employees through this process, some degree of information sharing is likely to be necessary to quality assure the operation and effectiveness of the process. All employees must treat any information communicated to them in connection with the process as confidential.

13.2 During any action under this policy, the school/trust will collect, process and store personal data in accordance with our data protection policy. The data will be held securely and accessed by and disclosed to individuals only for the purposes of actions taken under the policy. Records will be kept in accordance with our workforce privacy notice, our retention and destruction policy, and in line with the requirements of the data protection legislation (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK; and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018).

## 14. Review of policy

This policy is reviewed and amended annually by the trust. We will monitor the application and outcomes of this policy to ensure it is working effectively