**Resignation Policy**

**Policy**

The following policy outlines the protocol to be followed by an employee who makes the decision to resign from the Preschool, and provides support for managers on the points to consider before the resignation takes effect.

**Notice of Resignation**

When an employee makes the decision to resign, they should submit this to their manager in writing. This should be reflective of the notice period outlined as below, or as in their contract of employment, should this differ to below. A verbal resignation cannot be accepted, and the employee will be asked to confirm it in writing as soon as possible.

Unless there is an agreement in place between the employee and the Preschool, the expectation is that the employee will continue to work during the notice period.

During your probation period, Old Stratford Preschool will give you one week's notice to terminate your contract of employment. Following the probationary period, Old Stratford Preschool will give you one month's notice to terminate your contract of employment, with an additional week's notice per completed year of service after two years' continuous service, up to a maximum of 12 weeks.

You are required to give Old Stratford Preschool one week's notice to terminate your contract of employment during your probationary period. Following the probationary period, you are required to give one month's notice to terminate your contract of employment.

Old Stratford Preschool may agree to release you from the requirement to serve your full notice period. In these circumstances, we will not pay you for the portion of the notice period that you do not work. You will be asked to sign a letter confirming the agreement reached.

In the event of termination of the contract of employment by either party, your line manager will confirm your final day of employment.

**Acknowledgment**

The Preschool will acknowledge the resignation in writing once received from the employee. The letter of acknowledgement will confirm the last working day for the employee and outline any final payments and the return of Preschool property that they have in their possession. Furthermore, any repayments of debts owed to the Preschool, such as training costs or loans, will be notified to the employee in this letter.

**Withdrawal of Resignation**

Once the notice of resignation has been submitted, an employee will not usually be allowed to withdraw it. The Manager should be contacted for direction if an employee requests to withdraw their resignation.

**Pay in lieu of Notice**

An employee can be paid their notice in lieu, if agreed by the Preschool (subject to the terms outlined in the contract of employment). This means that their contract of employment will cease immediately and the employee will receive payment equivalent to what they would have received during their notice period.

The Manager should be notified before agreeing to a payment in lieu of notice to an employee.

**Garden Leave**

An employee can be put on garden leave for the length of the notice period. The employee continues to be employed by the Preschool during their notice period and will receive their normal pay and benefits but will not be expected to attend work, unless specifically requested by their Manager.

**Managing Holiday During the Notice Period**

An employee who is working their notice period or is on garden leave will continue to accrue holidays. It is an expectation that employees will be required to take any outstanding holiday during the notice period. However, in certain circumstances the requirements of the Preschool may restrict holidays being taken by the employee during the notice period. In this scenario, the manager will inform the employee and they will receive a payment in lieu of annual leave once the notice period has been completed.

If the number of accrued holidays has been exceeded, then the Preschool will reduce the employee’s final payment by an equivalent number of days (in accordance with the terms in the contract of employment).

**Completion and Handover of Work**

Throughout the notice period, the Preschool expects the employee to complete their daily role as well as a handover for any ongoing work, in agreement with their line manager.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, the Preschool reserves the right either to transfer you to other suitable duties during your notice period.

**Return of Preschool Equipment**

You will be required to return all Preschool property, to include but not limited to: files, Preschool information, keys, ID badge, pass cards, mobile phones and IT equipment or software which have been issued to you by the Preschool, by your last date of employment. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information). You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

**Exit Interview**

Before their employment ends, the employee will be invited to attend an exit interview with their Manager.

The aim of the exit interview is to understand the reasons for the employee leaving the Preschool, and to identify any changes that could be made within the business in the long term. Within the exit interview, the return of any Preschool property that the employee has in their possession will also be discussed and arranged.

**Deductions from Salary**

On leaving, the Preschool will deduct from any money due to you, such sums as you may owe to the Preschool. These may include, but are not restricted to, any loans, overpayments, court orders and payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without the Preschool’s agreement, you are in breach of your contract and you may forfeit some or all of any salary due to you.

**Restrictive Covenants**

The Preschool will inform the employee of the presence and parameters of any restrictive covenants contained in their contract of employment, if applicable.

If the restrictive covenant is breached, and a resolution cannot be found informally, the Preschool will consider applying for a temporary injunction to prevent the employee engaging in the restricted activity, prior to obtaining a permanent injunction.

After you have left the Preschool, you must not:

* Solicit or seek to entice away any Preschool employee
* Use or divulge to any person or organisation any confidential information relating to Old Stratford Preschool.

|  |  |
| --- | --- |
| **Policy Last updated:** |  |
|  |  |
| **This policy was adopted by:** | Old Stratford Preschool |
|  |  |
| **On:** |  |
|  |  |
| **Date to be reviewed:** |  |
|  |  |
| **Signed on behalf of the provider:** |  |
|  |  |
| **Name of signatory:** |  |
|  |  |
| **Role of signatory:**  **(e.g. Chair, Vice Chair)** |  |