



Granting and termination of fixed term contracts

for school based staff

Adopted By : Holmwood School

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1.0 Introduction

It is school policy, wherever possible, to employ staff on permanent contracts of employment. Where a permanent post becomes vacant this post will be advertised on that basis unless for budget or other reasons it is to be deleted or changed. All permanent posts will be terminable on the giving of notice by either party.

Where the need for a particular job is clearly temporary, the contract of employment offered will be for a fixed term/period.

All contracts issued on a temporary basis will be given an initial end date therefore making all contracts of this nature fixed term.

It is intended that a fixed term contract will exist for the specified period unless either party gives notice to end the contract early. (See 7.0)

Where there is an urgent need for very short-term cover, supply/casual employment will be used. (See 5.0)

2.0 Scope

This policy applies to all employees of the school.

3.0 Aim

The aim of the policy is to ensure that all managers and employees are aware of the process and procedures to be followed when a fixed term contract is issued and the employment under it is to terminate.

4.0 Policy

Fixed Term contracts will generally be offered where:
(this list is not exhaustive)

- It is known in advance that a particular job will come to an end on a specific date.
- The job is for the purpose of completing a particular task/project.
- The job is to cover for an employee who is absent from work for a period of time. (eg: maternity leave)
- The post is dependent on temporary external funding.
- A review of the school's budget is pending which is likely to result in a reduction in the school's staffing requirements (evidence needed).
- There is an anticipated fall in the number on roll at the school which will result in a reduction in the school's staffing requirements (evidence needed).

- To cover a vacancy while recruitment for a permanent position is carried out.

The reason for and duration of the fixed term contract will be made clear to applicants both in the advertisement and during the interview process and should be included in the offer letter and contract of employment.

Employees engaged on fixed term contracts will be subject to the same policies as permanent employees.

If there is a need for a fixed term post to become permanent or the duties of the post significantly change the vacancy should be advertised. Employees engaged on fixed term contracts will be made aware of and are encouraged to apply for vacancies as and when available.

NB: Fixed term contracts should not be used to substitute probationary periods or used as a 'trial' period for new staff.

5.0 Supply/Casual working

Supply/casual workers are those whose employment relationship with the school is for a limited engagement at short notice for brief periods of time.

Supply/casual workers should only be used:

- for very short periods of time eg: less than one term.
- in emergency situations where cover is required immediately.

6.0 Employment Rights

Employees engaged on fixed term contracts will be entitled to terms and conditions of employment that are no less favourable than the terms and conditions of a comparable permanent employee.

Employees on fixed term contracts accrue continuous service and may bring service with them from another school, academy or local authority. Depending on the length of continuous service some employees may be entitled to certain employment rights, eg. the right not to be unfairly dismissed.

When employees who have 2 years' continuous service are dismissed, and no other employment is gained to maintain their continuous service, they may be entitled to a redundancy payment. Members of the Local Government Pension Scheme who are age 55 or over will also be eligible for release of their pension if redundancy is payable.

The non-renewal of a fixed term contract or termination with or without notice amounts to a dismissal. Therefore managers should consult this policy and seek advice from Human Resources, if necessary, early enough in the timeframe to enable a meeting with the employee and discussions

regarding other employment prior to any notice being issued for the expiry of the fixed term.

The Fixed-Term Employees Regulations 2002 limit the use of successive fixed term contracts by imposing a cut-off of four years' continuity of service, after which the employee will automatically achieve permanent status, unless there is an objective reason that justifies a further renewal for a fixed term.

7.0 Notice Periods

- 7.1 The School requires employees wishing to leave to give notice in writing. The period of notice required will be in accordance with employees Conditions of Service and contract of employment, as detailed below:-

Support Staff

Employees on scp 31 and above 2 months

Employees up to and including scp 30 1 month

Teaching Staff (excluding headteachers)

All teachers are required to give a minimum of 2 months' notice, and in the Summer term 3 months', terminating at the end of a term as defined below:

Summer term - 31 August (notice must be given by 31 May)

Autumn term - 31 December (notice must be given by 31 October)

Spring term - 30 April *(see note below) (notice must be given by 28/29 February)

*** Important note -**

All teachers resigning their appointments will be paid salary;

- to the end of the Summer term (31 August) ; or in the case of a teacher resigning to take up an appointment with another employer to the day preceding the day on which the school under the new employer opens for the Autumn term if this be earlier than 1 September;
- to the end of the Autumn term (31 December);
- to the end of the Spring term (30 April); or, in the case of a teacher resigning to take up an appointment with another employer, to the day before the new employer opens for the Summer term if this is earlier than 1 May. A teacher resigning his/her appointment with effect from the end of the Spring term to take up an appointment with another employer should not be required by the former employer to attend the first days of the Summer term if that commences earlier than 1 May.

- 7.2 The School will give employees the following periods of notice where their employment is to be terminated:-

Support staff will be entitled to the following periods of notice if their employment is to be terminated:

- Employees with more than 4 weeks', but less than 2 years' service 1 week
- Employees with more than 2, but less than 12 years' service 1 week for each year of continuous employment
- Employees with more than 12 years' service 12 weeks

Teaching staff are entitled to the following notice periods:

- All teachers, with the exception of the Headteacher, shall be under a minimum of two months' notice, and in the Summer term three months', terminating at the end of a school term as defined below:

Term	End date	Notice must be issued by the preceding
Summer term	31 August	31 May
Autumn term	31 December	31 October
Spring term	30 April	28/29 February

Notwithstanding the above paragraph, where a teacher has been continuously employed for more than eight years s/he shall be entitled to receive notice, **upto a maximum of 12 weeks**.

8.0 Terminating Fixed Term Contracts

If a fixed term contract is to come to an end and not be renewed, or if it is decided to terminate the contract before the expected expiry date (eg: maternity leave ending), the following minimum 3 stage process will be followed:

- **Step 1** The Headteacher will write to the employee to explain the reason for ending or not renewing the contract (reason for dismissal) and invite them to a meeting to confirm this. The employee has the right to be accompanied by their trade union representative or a school colleague. (Example letter LET/FTC1)
- **Step 2** The Headteacher meets with employee to discuss why the contract is to be terminated or not renewed. Within 5 working days of this meeting, the Headteacher will write to the employee to confirm the outcome and if appropriate confirm the end date of the contract giving appropriate notice. The letter will also give the employee the

right to appeal within 10 working days of the date of the letter.
(Example letter LET/FTC2)

- **Step 3** If the employee appeals, an appeal panel will be formed from the Governing Body to include 3 members who have not had any involvement in the decision made to end the fixed term contract. A representative from Human Resources may also be present to advise the panel.

9.0 Appeals

The Chair of the Appeal Panel must write to the employee inviting them to the appeal hearing and the employee must take all reasonable steps to attend. (Example letter LET/FTC3)

The appeal hearing will be arranged as soon as practicable and the employee will receive a minimum of 10 working days notice of the date of the appeal hearing. This period may be reduced only by mutual agreement.

The hearing should proceed in accordance with the procedure for appeal hearings (Appendix A).

Following the appeal hearing, within 5 working days, the employee will be written to and informed of the outcome. (Example letter LET/FTC4)

Appeals procedure

A panel of 3 governors will hear the appeal and may have advice from a HR representative. A note taker will also be present at the hearing.

The procedure for the appeal hearing will be as follows: -

- (a) The employee and/or representative shall state the reason(s) for the appeal.
- (b) The Headteacher may ask questions of the employee and/or representative.
- (c) The Panel may ask questions of the employee and/or representative.
- (d) The Headteacher shall state the case.
- (e) The employee and/or representative may ask questions of the Headteacher
- (f) The Panel may ask questions of the Headteacher.
- (g) The employee and/or representative will have the opportunity to sum up if he/she wishes.
- (h) The Headteacher will have the opportunity to sum up if he/she wishes.
- (i) The Headteacher and the employee and representative will then withdraw.
- (j) The Panel will then deliberate, recalling management representative or the employee and the representative, only if clarification of evidence already given is required. In such instances both parties should be recalled even though clarification may be required from only one side.
- (k) The Panel shall announce its decision to both sides unless further time for deliberation is needed, in which case both sides will be advised of this and that they will be informed of the decision in writing within 5 working days of the appeal hearing.
- (l) The decision of the Panel is final.

The appeals panel must confirm the outcome of the appeal in writing within 5 working days of the appeal hearing (example letter LET/FTC4).