

Policy for Temporary Employment relating to all school- based employees in City Schools/Colleges and other establishments (including centrally based teachers)

21st February 2012

Although this document refers to the Headteacher, it also applies to the Principal/Line Manager/Governors as appropriate



	INDEX	Page
Introduction		1
Scope		1
Legislation (and good practice)		2
Types of temporary contract		2/3
When to use a fixed- term contract		3
When not to use a fixed -term contract		4
Issuing fixed -term contracts		4
Recruitment practice		5
Rights of fixed-term workers		6
Less favourable treatment		7
Principle of equal treatment		7
Successive use of fixed- term contracts		7/8
Casual/Supply workers		8
Centrally funded SEN Pupils/EMAG Funding		8/9
Payment of fixed-term staff		9/10
Redundancy		10
Selection for Redundancy		11
Continuous service		11
Access to permanent posts		11
Reviewing fixed-term contracts		12
Renewal		12/13
Non-renewal		13
Redeployment		13
Addendum 6 April 2012		14
Appendix 1		15
Appendix 2		16
Appendix 3		17

Introduction

This policy provides the Headteacher and Governors with guidance in relation to the issuing and management of fixed-term/temporary contracts.

This policy supersedes the previous document dated June 2000.

Under current employment legislation, the Headteacher and the Governing Body are responsible for determining the nature of the contract of employment for all staff and it is essential that there are transparent, necessary and objective reasons for agreeing that a post is of a fixed-term nature as opposed to being permanent.

Whilst this policy refers to workers not on permanent contracts as fixed-term or temporary, most temporary workers will be engaged on fixed-term contracts. In addition many temporary workers will satisfy the statutory definition of 'worker' and legislation designed to protect 'workers' will impact on them.

It is important for schools to take note of a potential employee's continuous local government service, but this must not be used as a reason to prevent an appointment.

Scope

This policy applies to all school based employees whether full-time or part-time, teaching and support. It also applies to centrally based teaching staff. Centrally based support staff will continue to be covered by Section 15 of the local conditions of service (Green Book). This policy is subject to change following a change of legislation and/or consultation.

Where permanent employees fill temporary vacancies in the same school, these types of temporary arrangements are referred to as either 'acting up' or 'secondments'. These are not covered within the scope of this document.

Legislation

The main legislation impacting on fixed-term/temporary workers is the Fixed-Term Employees (prevention of less favourable treatment) Regulations 2002, which came into force in October 2002.

The 2002 Regulations state that:

- Fixed-term employees have the right not to be less favourably treated than comparable permanent employees, unless the less favourable treatment is justified on objective grounds;
- The treatment of any fixed-term employee will be compared to that of any permanent employee who does the same or similar work for the same employer;
- Employees who have been continuously employed for 4 years or more on a series of fixed-term contracts are automatically deemed to be permanent employees unless the continued use of a fixed-term contract can be objectively justified;
- Fixed-term employees cannot waive their statutory right to claim unfair dismissal and to receive redundancy payments if they are made redundant at the end of their contract.

It is recommended that in light of the above schools are to ensure that fixed-term employees should not be employed on a series of successive fixed-term contracts beyond 4 years.

Non-renewal of a fixed-term contract can amount to a dismissal. Also, if a fixed-term employee is dismissed because they have brought proceedings and/or asserted rights under the 2002 Regulations, this is automatically unfair.

Schools should be aware that fixed-term employees have the right to be informed of any permanent vacancies that arise in the establishment at which they work.

By following this policy the Headteacher and the governing body can reduce the risk of claims of unfair dismissal and minimise the risk of complaints regarding unequal treatment i.e. at present:

- The right to bring a claim for unfair dismissal after one years' service (subject to automatic unfair dismissal reasons)
- The right to claim a redundancy payment subject to having two years' service

There are two main types of temporary contract:-

1. Fixed term contract

Definition - An employment contract is for a fixed-term where it is agreed at the outset that it is for a specified term and that it will end on a specified date. E.g. If a fixed-term contract has been given for one year, the post cannot be terminated early without giving due notice.

A fixed-term contract is defined under the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 as a contract of employment that will terminate either:

- On the expiry of the specified term - e.g. at the end of an academic year, on the return of permanent member of staff from secondment; or
- On the completion of a particular task – e.g. reading recovery teachers; or
- On the occurrence or non-occurrence of any specific event – e.g. Non-renewal of pupils SEN statement.

For teachers, normal notice periods would apply in line with the specified resignation deadline dates (31 October/28 February/31 May) towards the notional ends of term (31 December/30 April/31 August). However, the Local Authority Statement of Particulars allows for a minimum of one month's notice on either side. E.g. SEN stated contracts.

2. Temporary contract

Definition – This type of contract is for a temporary reason but does not have an end date and is terminated by notice. This is generally a standard contract with the addition of a statement noting the temporary nature of the appointment and the circumstances which will bring the contract to an end. E.g. this could be the end of cover for an absent colleague, a task/project being completed.

Due regard needs to be given to the type of contract used in order to prevent problems arising.

When to use a fixed-term contract

It is essential for schools to demonstrate that there are necessary and objective reasons for placing a post on a fixed-term contract.

The circumstances in which it may be appropriate to consider employing a person under a fixed term contract could include:

- When the funding is of short term duration and longer term funding is unlikely.
- The post is for a specific project or relates to a specific event (e.g. to cover staff absence due to secondment).
- The contract is to provide a secondment or career development opportunity.
- Where specific or specialist expertise is a necessary element of the job and will only be required for a specific pre-determined period.
- A project is shortly to come to an end and is time limited at the outset.
- To cover a period up to the closure of a school.
- To cover a vacancy while recruitment for a permanent position is carried out (Recruitment should not take longer than two terms).
- To employ an unqualified teacher pending the availability of a qualified one. *

*The Education (specified work and registration) (England) Regulations 2003 state that an unqualified teacher may carry out work specified in regulation 6 in a school only for such period of time as no suitable qualified teacher, graduate teacher, registered teacher or teacher on the employment-based teacher training scheme is available for appointment or to give instruction. To clarify the above, the appointment must be temporary whilst there is on-going activity to recruit a qualified teacher. This must take place at the earliest opportunity within nationally recognised regulations. Note - If appointing an overseas trained teacher, please refer to separate guidance on Overseas Trained teachers.

When not to use a fixed-term contract

- Long-term contracts of over two years duration, unless for a specific reason as detailed on page 3, should be avoided.
- **Fixed-term contracts must not be used as a trial or probationary period e.g. for newly qualified teachers.**

Issuing fixed-term contracts

Continuity of employment is not necessarily broken when one employment contract follows another with a break in service where it has been agreed in advance and another contract, temporary or otherwise, is offered.

Employees, who have worked for the Local Authority or have continuous previous service with any public service authorised to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies, will be able to count the service noted below, as continuous for the purposes of sickness, holiday, maternity benefits and notice periods subject to the conditions specified below.

Reason for break in service	Maximum length allowed of break in service	Previous service subject to the following conditions
Maternity	No limit	Provided that she/he has not been in permanent full-time paid employment during the break in service
Adoption	No limit	
To look after a dependent relative	No limit	
Dismissed on ill-health grounds	No limit	Excluding sick pay entitlement, until qualified as new employee
To attend a full-time education course	4 Years	
Compulsory redundancy	2 Years	
Enforced move because of partner's new employment	6 months	
Voluntary resignation	6 months	Relates only to previous service with the City Council
Termination of temporary contract	Not applicable	Relates only to previous service with the City Council

Recruitment practice

Fixed-term/temporary contracts should **not** be used to create a 'trial/probationary period' in order to evaluate the applicants' suitability for the post. If there is a genuine need for a temporary appointment the reason should be clear on the contract e.g. temporary covering the maternity leave of (name).

- Support Staff - Appointments should be permanent where possible and appropriate use of the agreed probationary procedure should be used. The use of temporary contracts for probationary staff may be challenged by their Trade Union if there is not a genuine reason for the post to be offered as temporary in the first instance.
- Teaching Staff - NQT induction guidance should be followed for teachers. The use of temporary contracts for NQTs may be challenged by their Professional Association/Trade Union if there is not a genuine reason for the post to be offered as temporary in the first instance. **The inappropriate use of temporary contracts for NQTs could represent a breach of employment regulations, The Education (specified work and registration) (England) Regulations 2003 and the potential cost of an employment tribunal could fall on the school rather than the Local Authority.**

Dismissal of an employee with at least one year's continuous local government service could lead to a claim for unfair dismissal.

The potential to incur contractual obligation arising from a new employee bringing continuous service with them is not a reason for not offering a candidate the post.

When advertising/interviewing for a fixed-term post, schools should be clear to applicants at each stage of the process, the expected duration of the contract and the reasons for this. At no time during the period of the temporary contract should it be implied that the post may/will become permanent.

It is necessary for certain information to be included in the written statement of particulars of employment. This should be included on the T1 or E106x appointment forms for all fixed-term appointments.

The information required is:

- The reason for the appointment being temporary;
- The duration of the period of employment;
- And/or the event that will bring about the termination of the contract. e.g. Cessation of external funding;
- Incremental progression of salary, if appropriate.

Rights of fixed-term workers

The law does not distinguish between fixed-term or permanent employment in terms of an employee's rights. Fixed term employees having at least one year's service have the potential to claim unfair dismissal. Also if the employee is dismissed because they have brought proceedings and/or asserted rights under the Regulations, they could claim unfair dismissal notwithstanding having less than twelve months service. A claim for unfair dismissal may be made if the employer fails to renew the contract without fair reason and without following a fair procedure. It is recommended that schools should seek HR advice in respect of cessation of a temporary contract.

The non-renewal of a fixed term contract is dismissal in law and employees on these contracts have the right to a written statement of the reasons for this dismissal. Further information for the correct procedure to follow when not renewing a contract is contained on page 13, Non-Renewal.

There is no qualifying period required for an employee alleging discrimination on grounds of a protected characteristic under the Equality Act 2010.

The table below provides an overview of the types of fixed-term posts and the employment rights related to them. (This is not an exhaustive list.)

STAFFING NEED	TYPE OF EMPLOYMENT	EMPLOYMENT RIGHTS
UP TO THREE MONTHS/ONE SCHOOL TERM	CASUAL OR SUPPLY Alternatives to employing directly casual or supply staff include using agency staff or giving current staff additional hours/overtime	Holiday pay (for support staff - accrued and paid in school closure periods or at the end of the period of work) Right to make a claim under anti-discrimination legislation Right to accrue statutory sickness and maternity pay This is not an exhaustive list – please refer to www.acas.org.uk for further details
THREE MONTHS OR ONE SCHOOL TERM TO ONE YEAR	FIXED-TERM	As above
ONE YEAR	FIXED-TERM	Right to claim unfair dismissal at one year (or 3 school terms)
TWO YEARS PLUS	FIXED-TERM	Right to claim redundancy pay at 2 years
RENEWAL OF SUCCESSIVE FULL TIME CONTRACTS OVER A CONTINUOUS PERIOD OF AT LEAST FOUR YEARS		Staff become permanent if a post is available in the permanent school structure. This could potentially lead to a whole school redundancy situation.

Less favourable treatment

Less favourable treatment means that a fixed-term employee has the right not to be treated less favourably as compared to a comparable permanent colleague -

a) as regards terms of employment,

or

b) by being subject to any other detriment by any act, or deliberate failure to act, on the ground that the employee is a fixed term worker.

They also have the right to be informed of any permanent vacancies in the establishment at which they work and along with other employees must be given the opportunity to apply for the position. Further details about access to permanent posts are on page 11. There may be occasions where there are objective justifications for less favourable treatment where costs are disproportionate to the benefit the employee would receive: for example refusing first aid training if there was a need to train another employee once the fixed term employee has left. Objective justification would need to be considered on a case by case basis.

Applying the principle of equal treatment for all employees

The Council's pay and conditions policies, Green Book for support staff and Burgundy Book for teachers, allow for the principle of equal treatment for those on fixed-term contracts.

The successive use of fixed-term contracts

It is anticipated that there will be very few occasions where it is necessary to continue a fixed-term appointment for a period of more than one year. The cases that extend beyond one year should be exceptional and evidence should be provided as to why it is necessary to continue on a temporary basis (e.g. covering for a member of staff absent longer than one year but still expected to return).

It is recognised that in some circumstances the reason for an appointment being temporary may change, for example, if employment commenced "to cover for an absent member of staff", who subsequently resigned and the reason for temporary appointment changed to "pending the recruitment of a permanent member of staff". In such circumstances it is appropriate that the total period of temporary employment may be longer than one year. Each period of employment for a specified reason should be treated separately contractually though the individual will maintain continuous service.

The length of a fixed term contract is determined by the reason for the contracts e.g. end date of a project.

There is no legal entitlement to permanent status following, or during, a period of temporary employment. However, once continuous service of at least one year has been accrued, staff gain the right to claim unfair dismissal whether they are employed on a fixed term or permanent basis. In particular it should be noted that non-renewal of a fixed-term contract is treated as a dismissal. To avoid an unfair dismissal claim, there must be a fair reason for dismissal and for a fair procedure to be followed prior to the dismissal. This could include looking for alternative employment as a non-renewal of a fixed-term contract may mean that there is a redundancy situation.

Fixed-term appointments should only continue for more than one year where there are objective and justifiable reasons. However, where it has been necessary to extend a temporary appointment for a period of two years (i.e. two years in the same post, with the same reason for temporary status) serious consideration should be given to making this post permanent. Employees are entitled to redundancy payments if they have been continuously employed for a period of two or more years.

Employees on fixed term contracts gain the right to claim unfair dismissal after one years' employment and are entitled to a redundancy payment after two years (in line with permanent employees).

IMPORTANT: Remember that there is no qualifying period for an employee alleging discrimination on grounds of a protected characteristic under the Equality Act 2010.

Furthermore, if the objective reason for the use of such a contract is the short term nature of the work, this justification must be called into question where the contract is repeatedly renewed and the overall duration of the employment becomes substantial.

A fixed-term contract which is simply allowed to continue after the original expiry date is not acceptable and should be monitored carefully. Please refer to pages 2/3 on the guidance of use of fixed term contracts.

Casual/supply workers

These employees generally supply a short term or specific need for labour and typically have periods of work with breaks in between. A truly casual contract means that an individual is employed on an 'as and when' basis and no agreement is made on the particular number of hours or times or work. There should be no obligation to offer work or obligation on the individual to accept work offered. An example of this would be supply teachers who are brought in to cover gaps in school provision such as cover for training courses. On the termination of a period of casual work, there should not be a guarantee to provide work in the future.

The regularity of the work undertaken by the individual will determine whether continuity of employment is achieved. The more regular the work and the more control the employer has over the relationship, the more likely it will be that the individual will have employed status. Please see pages 2/3 as to whether these criteria apply and staff are truly casual or to be on a fixed term contract.

It is therefore essential to bear this in mind if considering offering 'casual work' as it may be more appropriate to use a fixed-term contract or use an employment agency.

Centrally funded SEN pupils / EMAG funding

It is advisable to ensure that employees are clear as to the reason for their contract. For example, where an SEN pupil's statement specifies the need for 1:1 support it is recommended that the pupils name is noted within the Statement of Particulars. This will allow for the early cessation of the contract should the pupil leave the school. (See Appendix 1) However a fair procedure must be followed in such cases.

Where fixed-term staff are employed using, for example, EMAG funding it is recommended that the Statement of Particulars identify the external funding to ensure there is no ambiguity when the funding is reviewed.

Appointment forms (T1s or E106Xs) should be marked appropriately with the reason for the temporary post and the pupil's name, if appropriate.

Payment of fixed-term staff

Salary assessments for fixed-term staff must be calculated in the same way as for permanent staff. However, there are some differences between how salary is paid to fixed-term staff, as opposed to permanent staff, as detailed below.

Support staff:

- Fixed-term support staff should receive the equivalent annual leave to permanent staff, pro rata. Support staff employed on a term-time only basis are paid 1/12th of salary every month. If working for a full academic year they should be employed from the teacher day in August to the day prior to the commencement of the Autumn term the following September. If commencing at any other time in the year employment should usually end on agreed end of term dates unless the employee and employer mutually agree otherwise.
- Casual support staff are entitled to holiday pay and this is incorporated in their daily rate of pay.

Teaching Staff:

It is important at the outset to determine the appropriate method of payment:

- Teachers employed for a full school term, with usual notice provisions (in accordance with Para 5.3 of the Burgundy Book) to be paid not less than one third of a year's salary for each term; i.e.:
 - 1 May - 31 August
 - 1 September - 31 December
 - 1 January - 30 April
- Teachers commencing employment during a term, who work until the last day of term, are to be paid from starting date to end of next holiday period; i.e. 31 August, 31 December or 30 April. However, depending on the start date, it may be decided to employ the teacher on a supply basis, instead of a temporary contract.

Note: In cases where a teacher is paid until 30 April, and the summer term commences prior to 1 May, the teacher may be required to attend the first few days of the summer term, unless they have secured alternative employment in this or another Authority (in which case salary ceases the day prior to the new appointment).

- Where a school wishes to appoint a teacher for a period ending just short of the holiday period, the reasons for this should be ascertained. If it is for a reason which would equally apply to any permanent member of staff (e.g. pupil's course finished), then they should be treated the same as any permanent member of staff and receive pay until the end of the holiday period. If it is determined that the employment should cease prior to the last day of term, they should be paid on the basis of 1/195 for each day worked (i.e. on a supply basis).
- Where teachers are employed on a contract with short notice provision (e.g. covering for sickness or maternity absence), the expected duration of appointment should be determined.

If the contract is expected to last for one full term the teacher should be employed in accordance with notional length of terms above – see page 9. If employment does cease part-way through the term, then a calculation needs to be made as to what they would have received if they had been paid on the basis of 1/195 for each day worked to ascertain the most favourable rate of pay for the employee. Any outstanding amount is due to be paid with their last salary, except in cases of gross misconduct.

If it is expected to last for less than a term, then the teacher needs to be paid on the basis of 1/195 for each day worked i.e. as a supply teacher.

- Teachers employed for a set period within a school term. Where a school wishes to employ a teacher for a period not covered by any of the above; e.g. for a four week period, within a school term, then the teacher should be paid on the basis of 1/195 for each day worked; i.e. as a supply teacher.

Note: Teachers employed on a supply basis are paid a daily rate based on 1/195 of their annual salary which gives a higher daily rate than temporary teachers. This, therefore, takes account of holiday and sick pay (subject to change once the School Teachers' Pay & Conditions wording is agreed).

Redundancy

The qualifying period to claim a redundancy payment is 2 years and any individual with 2 years' service can make a claim for redundancy payment when the contract, by reason of redundancy, comes to an end.

The non-renewal of a fixed-term contract which was to cover for an absent employee (maternity leave/illness/secondment) does not fall within the definition of redundancy. Schools are advised to seek support from the Human Resources Team if they wish to clarify individual redundancy situations and the issuing of a Section 188 Notice.

Selection for redundancy

When a redundancy situation arises it is important that fixed term employees are treated fairly and in accordance with current legislation. A person must not be selected for redundancy simply because they are employed on a fixed term contract. Please refer to the redundancy procedures appropriate for school-based staff and seek advice from your designated Human Resources Advisor.

Continuous service

Continuity of employment is not necessarily broken when one employment contract follows another with a gap of less than a week with the same employer. Therefore a series of contracts at one or more schools within the Local Authority can be aggregated to provide continuity of service which will give employment protection rights (this would be irrespective of the length of service at the current school). School holiday breaks are not classed as breaks in service.

Under 'the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999' all service with local Authorities and other bodies listed under the order (such as foundation schools) subject to the terms of the order, counts in the calculation of continuous service for the purpose of calculating redundancy payments.

It should be established if there is continuity of service. The school offering employment should check the employee's employment history on their application form. Consideration should be given to the reasons for breaks in service from previous employment that has been with establishments that fall within the remit of local government. Headteachers are asked to use the table on page 4 to support their discussion with the employee. If there is any doubt, clarification should be sought from your Human Resources Advisor.

Access to permanent posts within the school

An employee on a fixed-term contract does not have an automatic right to a post if it is decided that a permanent appointment will be made. However they have the right to be informed of any permanent vacancies in the establishment at which they work and along with other employees on fixed term, must be given the opportunity to apply for the position. An example of this could be where a member of staff decides not to return following maternity leave. Advertising the post should be internal within the establishment and only if all internal processes have been completed regarding making the employee temporary to permanent, should consideration be given to wider advertising. Selection should be based on the individual's suitability, skills and experience, not performance, unless the formal capability process has commenced. Please seek advice from your Human Resources Advisor.

If the employee is not appointed to a permanent post a process for dismissal must take place under the expiry of their fixed term contract and the school concluding that there is no need for the fixed term contract to be renewed. Please refer to non-renewal on page 14.

Reviewing fixed-term contracts

It is important that the termination of fixed-term contracts is handled properly to avoid potential claims against the school and for the benefit of the employee. Depending on the type of school concerned, claims could also be against the Local Authority. The following points should be noted when a fixed-term or temporary contract ceases:

- The termination of a fixed-term contract is a dismissal under law and legislation requires that consultation should take place with the employee in line with the ACAS code (see non-renewal below).
- The non-renewal of a fixed-term contract for reasons of pregnancy, or other reasons connected with pregnancy, is unlawful.
- Non-renewal of fixed-term contracts for reasons of poor/unacceptable performance may amount to unfair dismissal. This is subject to the employee's length of service. Headteachers should deal with poor/unacceptable performance as they would normally with other staff on permanent contracts through the use of the agreed capability or disciplinary procedures.

Towards the end of the period of the contract discussion should take place with the employee to assess whether there is still a need for the post to be fixed-term or whether a permanent post should be established. (See model letter at Appendix 2) A meeting should be held as early as practicable but must always ensure that it allows for a minimum of one month's notice to the end of the contract. It should be noted that periods of school closure should not be used to hold the meeting for teaching staff. However, it may be appropriate to carry out the meeting during closure periods, with support staff who work throughout the year.

The purpose of the review of the post by the school is to consider:

- whether funding has been secured
- an appointment was made on a permanent basis or
- the return date for an employee off sick is now known.

The Headteacher should remind individuals on fixed term contracts of the end date of the contract and, if the contract will be renewed, whether there is any possible alternative employment and where posts are likely to be advertised.

This review might be done by the Headteacher or another appropriate manager and should be followed up in writing to the individual. (See model letter at Appendix 3)

- **Renewal**

If a post covered by an individual employed on a fixed-term contract is to continue unchanged beyond the date of the fixed term, the contract should be renewed and the appropriate forms (T1 or E106x) completed. However please refer to the earlier section (page 7) on the successive use of fixed-term contracts and ensure that there is still objective justification for the post being fixed-term.

If the duties of the post have changed significantly or the post becomes permanent, the post should be advertised.

- **Non-renewal**

The dismissal procedure expressly applies to the non-renewal of a fixed term or temporary contract in the same way that it applies to the dismissal of a permanent employee, even though both parties may expect the contract to come to an end. This is because the expiry of a fixed-term contract will still count as a dismissal for the purposes of unfair dismissal law. The governing body is responsible for such dismissals but this is usually delegated to the Headteacher.

The Headteacher should consult the school's Human Resource Advisor with regard to the procedure to be followed. It is important to note that the procedure must be transparent and fair to avoid an unfair dismissal claim.

The following steps should **always** be taken (model letters can be found at Appendices 2 & 3):

- Step 1** Set out in writing the proposed decision not to renew the fixed-term/temporary contract and offer the employee the opportunity to meet to discuss the matter. The employee should be offered the opportunity to be accompanied by a friend, trade union representative or work colleague and should be given 5 working days notice. (See Appendix 2)
- Step 2** After considering the comments made by the employee to mitigate the ending of the contract, if the decision is not to renew the temporary contract then issue the employee their notice in writing. (See Appendix 3)
- Step 3** Although there is no longer a statutory requirement for an appeal, the right of appeal should always be given to allow for the employee to appeal to the Governing body. Failure to offer the right of appeal could make the dismissal unfair. The appeal notification should be received from the employee within 5 working days of notification of non-renewal of contract. The appeal hearing should take place within 10 working days of notification of appeal.

Redeployment

As soon as a school is aware that an employee may be dismissed due to the expiry of a fixed-term contract the Headteacher should contact the school's Human Resources Advisor to enable potential redeployment opportunities to be identified. If successfully redeployed, experienced staff can be retained within the Local Authority and the schools redundancy costs will be reduced.

Fixed-term employees also have the right to be informed of any suitable vacancies within their own workplace.

Addendum to Temporary Employment Policy Unfair Dismissal

Changes to Unfair Dismissal Legislation with effect from 6th April 2012

The qualifying period of employment to bring an unfair dismissal claim or to be entitled to written reasons for dismissal will increase from one year to two years. The change will not affect those employees whose period of continuous employment began before 6 April 2012 but will apply to those whose period of continuous employment begins after 6 April 2012.

APPENDIX 1 - Offer of appointment letter

Private and confidential

Name

Address

Date

Dear xxxxxx

OFFER OF TEMPORARY APPOINTMENT

Following your interview on xxxxxx I am pleased to offer you the full time/part-time post of xxxxxx which is temporary from xxxxxxxx to xxxxxxxxx. The post is temporary

- To cover the sick leave of xxxxxxxx
- To cover the maternity leave of xxxxxxxxx
- To cover the secondment of xxxxxxxxx
- Pending the appointment of a permanent teacher/TA etc. which will be advertised on xxxxxx
- Whilst the school has additional funding for xxxxx
- Pending the appointment of a qualified teacher

and will come to an end

- On the return of xxxxxx
- when a permanent appointment has been made
- (date) when the funding ceases (if known)

During your appointment you will/may be entitled to incremental progression. This will be processed accordingly at the appropriate time.

NQT additional paragraph – As a newly qualified teacher you should teach no more than 90% of normal teaching time. The school will provide named support for you during your NQT year.

A formal contract (statement of particulars) will be sent to you shortly. In the meantime please accept my congratulations on your appointment. We look forward to working with you.

Yours sincerely,

Principal/Headteacher

*Note to Headteacher – Please delete the statements that do not apply, including the NQT paragraph, as appropriate.

APPENDIX 2 - Call to meeting letter

Private and confidential

Name

Address

Date

Dear

NON RENEWAL OF FIXED-TERM CONTRACT

I am writing to confirm that your contract is due to expire on (date). This is because (insert reason e.g. Mrs (name) is returning from maternity leave or the temporary funding has come to an end.)

I would like to offer you the opportunity to meet with me on (date) at (time).

The purpose of the meeting will be for you to discuss the situation with me and to make any representations you wish regarding the proposed non-renewal of your fixed term contract. A copy of the policy for temporary employment in school is enclosed for your information.

You have the right to be represented at the meeting by a work colleague or your trade union/professional association representative.

Please confirm whether you will be able to attend the meeting.

Yours sincerely,

Principal/Headteacher

APPENDIX 3 – Confirming discussion at meeting

Private and confidential

Name

Address

Date

Dear

NON RENEWAL OF FIXED-TERM CONTRACT

I am writing to confirm the outcome of our meeting held on (insert date). The main points we discussed were:

- That your employment at the school will end on (date) because (insert reason); and
- Arrangements for the Local Authority to send you the Councils Jobs Bulletin until the end of your contract. You can also access schools vacancies via the Schools Recruitment Service on www.leicester.gov.uk/schoolsrecruitment

You have the right of appeal against my decision that your contract should terminate. If you wish to appeal you should do so in writing to me within 5 working days from the date of this letter. Your letter should set out the grounds of your appeal. The appeal hearing should take place within 10 working days of notification of appeal.

Finally, I would like to thank you for the contribution you have made to the work of the school and I extend my best wishes for the future.

Yours sincerely,

(Name)

Principal/Headteacher