



Fixed Term Contracts Policy

Produced by Schools' HR

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This policy has been consulted centrally and fully agreed by teaching trade unions. To change any aspect of this policy at a school level, the relevant body must consult appropriately with school teaching staff and their recognised trade union representatives.

Note: In this document, any reference to the terms "Governor" or "Governing Body" shall be interpreted to also mean "Trustee" or "Board of Trustees," unless the context specifically indicates otherwise.

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Fixed Term Contracts' Policy

1. Purpose of the Fixed Term Contracts' Policy

- 1.1 To define the arrangements for providing temporary cover for an established post or a new post which has been created for a fixed term period.
- 1.2 To set out how a fixed term contract is recruited to and how it terminates.

2. Quick Overview of the Policy

- 2.1 The Fixed Term Contracts' Policy is designed to:
 - Explain what a fixed term contract is.
 - Highlight who the Policy covers.
 - Explain what rights an employee has under the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.
 - Explain any redundancy rights and entitlements
 - Explain any rights of appeal.

3. Scope

- 3.1 This policy and procedure applies to all employees who are employed by or under a school Governing Body which has formally adopted this policy and procedure.

4. Definitions

➤ What is a Fixed Term Contract?

- 4.1 A fixed term contract is used to provide temporary cover for an established post, or to undertake work with a fixed timescale such as project work or where there is limited funding.
- 4.2 Fixed term employees do not hold another substantive post within the school. Their employment terminates on the conclusion of a fixed term appointment. Instances where permanent employees undertake temporary work in a different role would be classed as a secondment / acting arrangements.
- 4.3 All such appointments must include clear written information on when the fixed term arrangement will end. It is always advisable to include an end date, if known. However, if a specific end date is not known, the reason the contract will end must be stipulated.

Eg. The contract will terminate on the return of the substantive post holder (following a reasonable handover period).

- 4.4 In accordance with the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, employees employed on fixed term contracts have the right not to be treated less favourably than a comparable permanent employee unless the less favourable treatment can be objectively justified.

5. Ending a Fixed Term Contract

- 5.1 Where the fixed term contract is due to end a timely meeting should be held with the fixed term employee to explain the reason(s) for the termination of the contract.

6. Redundancy Payment

- 6.1 Where the fixed term contract is ending because the post is no longer required the employee may be due a redundancy payment if they have accrued two years or more continuous service at the date of termination.

7. Right of Appeal

- 7.1 Employees have the right to appeal against a decision to end a fixed term contract.
- 7.2 The process for appealing is set out in the Procedure.

Fixed Term Contracts Procedure

1. Quick Review of the Procedure

- 1.1 The Fixed Term Contracts Procedure is designed to:
- Set out the arrangements for recruiting to a fixed term contract.
 - Set out the arrangements, reasons and processes for terminating a fixed term contract.
 - Explain what rights an employee has under the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.
 - Explain any rights and entitlements around Redundancy Pay.

2. Appointment to a Fixed Term Contract

- 2.1 Fixed term appointments will be undertaken in accordance with the School's usual recruitment procedures.
- 2.2 Fixed term appointments may still be subject to a probationary period of six months and this should be clearly stipulated in the statement of particulars issued to the appointee.

Where a fixed term contract is for less than six months' duration, a probationary period may apply for the duration of the contract. (It should be noted teachers are not subject to probationary periods).

3. Appointing to a Permanent Post on a Fixed Term Basis

- 3.1 Fixed term appointments, to permanent posts, should only be made to cover the absence of a substantive postholder.
- 3.1 Where a staffing review is planned a fixed term appointment may be made to a permanent post to allow flexibility in dealing with those changes.
- 3.2 Appointed employees must be informed of the basis upon which their appointment has been made.
- 3.3 The position will be reviewed on a regular basis to ascertain whether the reasons for an appointment on a fixed term basis should still apply.
- 3.4 No fixed term appointment to a vacant permanent post should continue for more than six months, other than in the most exceptional circumstances.

➤ Appointing on a Permanent Basis

- 3.5 Where a decision is made to appoint permanently to a post that has been previously appointed to on a fixed term basis, then the post must still be advertised and recruited to in accordance with the School's usual recruitment procedures.

4. Termination of a Fixed Term Contract

- 4.1 A fixed term appointment will terminate on either the specified end date or due to the reason stipulated in writing at the appointment stage – See paragraph 4.3 of the Policy.
- 4.2 Contracts may be extended following a review whereupon it will terminate at the end of that extension. Any extension should be confirmed in writing clearly

stipulating the new end date.

- 4.3 Where a fixed term contract is terminated prior to a specified end date the employee will be given appropriate notice before ending the contract. This notice should be as long as possible wherever practicable.
- 4.4 The reason for early termination of the contract will be provided to the employee, in writing, with a revised end date.
- 4.5 When terminating a fixed term contract, entitlements will differ depending on the following two elements:
 - The reason (ie. whether it is a non-redundancy reason due to the return of a substantive post holder or whether it is for reason of redundancy because the post itself is no longer required).
 - The fixed term employee's length of continuous service

5. Reasons for Ending a Fixed Term Contract

➤ Return of a Substantive Post Holder

- 5.1 Following the return of the substantive post holder after absence. Examples include: maternity leave cover, long term sickness absence cover, or cover for the secondment of a post holder to other duties/roles.
- 5.2 A meeting should be held with a fixed term employee to explain the reason(s) for ending the contract and to confirm an end date.

➤ Where a Post is no Longer Required

- 5.3 Where a fixed term appointment to a specific post that has been created for a temporary period, such as to undertake a project or to cover a vacant permanent post (ie. the post does not have a substantive post holder), and the post is no longer required.
- 5.4 Where the fixed term contract is due to end a timely meeting should be held with the fixed term employee to explain the reason(s) for the termination of the contract. The outcome of the meeting should be confirmed in writing.
- 5.5 The employee may be due a redundancy payment if they have accrued two years or more continuous service at the date of termination.

➤ Successive Fixed Term Contracts

- 5.6 In accordance with the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 any employee employed on a fixed term contract is regarded as being a permanent employee in the event that the current fixed term contract, or a series of previous fixed term contracts, has been renewed, or extended, for a period of four years or more.
- 5.7 This will not apply if an employee has been continuously employed for a period of four years if the continuation of the use of the fixed term contract can be objectively justified.
- 5.8 The four years' continuous service applies to the period covered by the current fixed term contract or series of previous fixed term contracts.
- 5.9 Breaks in service will be taken in to account when considering any claim for continuous service.