



**ALL SAINTS
MULTI ACADEMY TRUST**
BIRMINGHAM
GOD'S LOVE IN ACTION

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Procedure Name:
Fixed Term Contracts

Policy Group:
Staffing Policies

Committee reviewed by:
Trust Board

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Mission Statement

All Saints Multi Academy Trust, Birmingham

God's Love in Action

Our children are at the heart of everything we do through **Christian values and relationships**. **Living and learning together** we celebrate the uniqueness and diversity of everyone in our family. We nurture a sense of **self-belief, mutual respect and belonging** through Social Emotional Learning and academic excellence. We are dedicated to building the foundations for **happy and successful life-long learning**

1. Introduction

The following procedures have been adopted by All Saints Multi Academy Trust Birmingham to enable it to discharge its functions under the School Staffing (England) Regulations 2009 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 in relation to the employment of people on fixed-term contracts. They apply to everyone employed to work on this basis in the school by the Trust board. They do not extend to workers provided and employed by employment businesses, in respect of whose services the MAT pays that employment business, or to school meals staff and other employees provided by the local authority acting in the role of an employment business.

These procedures deal with the recruitment of people to work on a fixed-term contract terms and conditions during their employment, and necessary action when the contract is due to expire. They are designed to give effect to the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, which are not intended to prevent the use of temporary and fixed term contracts but to prevent abuse of them, and to that end include:

- Measures to prevent the abuse of successive fixed-term contracts. The total duration for the use of successive continuous contracts is limited to 4 years. Renewal of contracts beyond 4 years is otherwise deemed by law to become indefinite (permanent), unless there are circumstances in which it is possible objectively to justify using fixed-term contracts for a longer period.
- The rights of employees on fixed-term contracts to be informed of any vacancies and be given the same opportunity to secure a permanent job as a comparable permanent employee.
- The principle of non-discrimination and the right not to be treated less favourably than comparable 'permanent' employees. Employees have the right to ask their employers for a written explanation as to why they feel that they have been treated less favourably than their 'permanent' colleagues.

The written explanation must be provided within 21 days. Employees are able to refer such matters to an Employment Tribunal.

The regulations define a fixed term employee as a person whose contract comes to an end either upon reaching a specific date or when a specified task has been completed or when a specified event does or does not occur.

The Trust board and Executive Headteacher will seek advice from HR where necessary. The expiry and non-renewal of all fixed term contracts constitute a dismissal in law, whether or not an end date has been specified.

2. Reason for fixed term contract – objective justification

Any fixed-term contract must be objectively justified and must be linked to specific reasons. The following are examples of reasons objectively justifying such a contract.

- to cover for absences of permanent staff due to sickness, attendance on training courses, maternity leave, etc.
- to provide extra help for seasonal variations in workload;

- to undertake duties of another employee temporarily allocated other duties within the school either as a specific task or while a more senior post is vacant or its occupant is absent (an arrangement commonly known as ‘back-filling’);
- to undertake a specific task, which has a foreseeable end;
- a predicted fall in pupil numbers, for which there is sound statistical evidence, leading to a need to reduce the number of employees in the school within the next twelve months;
- a known, severe budgetary deficit, leading to a need to reduce the number of employees in the school within the next twelve months;
- to provide additional education or undertake a specific project for which special funding has been obtained for a known, limited period;
- because the person is employed on the employment-based teacher training scheme;
- because the overseas trained teacher does not have qualified teacher status in England and is limited to employment as an overseas trained teacher for a maximum of four years from the date of first employment in that capacity in this country.

Reasons which would not be regarded as objective justification include

- Budgetary uncertainty - simple pessimism about the Government’s funding intentions for schools (however understandable) is not a sufficient reason.
- Possible future reductions in the number of pupils on roll – this is too uncertain – there must be valid statistical evidence within a known time-frame.
- Short-term needs of the school - this is too vague.
- To test the capability or performance of the employee - Statutory induction for newly qualified teachers provides for dismissal of a teacher who fails induction and for the local authority to meet the salary costs of such a teacher whilst that teacher is on reduced duties pending appeal. The same arguments apply to support staff on probation.

3. Recruitment and selection

When the Trust board identifies the need for additional staff, over and above the current approved staffing establishment of the school for a fixed-term period, it will establish the necessary additional posts as a temporary variation to its staffing structure in accordance with its normal procedures for varying that structure. A need for additional staff on a short-term basis may arise from, for example, the award of a special grant for additional educational provision.

When there is a need to recruit an additional employee in the absence of an employee who is part of the current, approved staffing establishment of the school the Trust board, or the Executive Headteacher, will make the necessary arrangements for recruitment and selection in accordance with the Trust’s articles of association.

During the absence of an employee whose job carries extra responsibilities, those responsibilities may be undertaken by another existing employee (after internal advertisement within the school). There may also be occasions when an existing employee is asked to undertake a specific task and there is a need for that employee’s normal duties to be covered for the duration of that task. In such cases the Trust board or Executive Headteacher, may advertise for a person to undertake the normal duties of that other employee; this is commonly known as back-filling.

The Trustees will apply its normal arrangements for recruitment and selection when recruiting fixed-term employees, having regard to the requirement to offer suitable alternative employment to such employees on the expiry of their contracts.

The advertisement for, details of, letter of appointment and statement of particulars for any job offered on a fixed-term basis must state the reason for the fixed-term contract.

4. Contracts of employment – right not to be treated less favourably

Contracts of employment must include the reason for the fixed-term contract and the date when it will end.

Notice provisions will also be included to allow the contract to be terminated by either party before it is due to end and must specify the grounds which would cause early termination, as premature termination may result in a claim for damages for unpaid remuneration in respect of the rest of the contract. Unless the employee was dismissed for disciplinary, capability or other good reasons a school may face a claim for the balance of a fixed-term contract if it is decided to terminate the contract before the expiry date.

The Burgundy Book excludes teachers “employed on a temporary basis either for a period of one term or less or as substitutes for permanently appointed teachers absent for reasons such as secondment, prolonged illness or maternity” from most of its provisions, including notice periods, occupational sick pay and occupational maternity pay. However, the Burgundy Book pre-dates the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, so where possible the provisions of the Burgundy Book will be applied to teachers on fixed-term contracts.

Notice of the termination of a fixed-term contract is effectively given in the offer of such a contract, but when the exact date of expiry is uncertain (as in the case of cover for an employee with a prolonged illness) then it may be that the exact date will not be known until a few weeks beforehand and may not coincide with the end of a school term. In such cases the normal notice periods cannot apply, but the school will give as much notice as possible. Occupational maternity leave and pay may not be possible, because of the condition that the employee must return to work for at least thirteen weeks (teachers) or twelve weeks (support staff) and the employee’s contract may not last long enough for the employee to fulfil that condition.

Otherwise terms and conditions of employment will be the same as for comparable open-ended appointments.

Employees on fixed-term contracts have the right to be informed of vacancies within the school or the authority in the same way as other comparable employees. Any vacancy in the school will be open to all employees, including those on fixed-term contracts, unless there is an internal re-organisation or re-structure affecting a specific group of staff who would otherwise be displaced.

Any selection for redundancy will not treat fixed-term employees more or less favourably than permanent employees.

Employees on fixed-term contracts should not be treated less favourably than permanent or comparable employees in respect of training opportunities, unless this can be objectively

justified, for example, if the training course lasts beyond the duration of the contract or there is not enough time for the employer to benefit from the employee's training.

In the event of an employee exercising the statutory right to ask for a written explanation of perceived less favourable treatment than fellow-employees with open-ended contracts the Executive Headteacher will reply on the Trust board's behalf within 21 days.

5. Extension or renewal of fixed term contracts

This procedure provides for the extension or renewal of a fixed-term contract if

- an employee whose absence is being covered by a fixed-term contract delays his or her return beyond the date specified in the fixed-term contract, in which case the reason for the fixed-term nature of the contract remains the same and that fact will be stated in the letter of extension;
- the special work or project for which or circumstances in which the employee has been engaged on a fixed-term contract will continue for longer than originally planned, or the temporary funding has been extended, in which case the reason for the fixed-term nature of the contract remains the same and that fact will be stated in the letter of extension;
- new special work or a new project has been planned and the employee whose existing fixed-term contract is due to expire is suitably qualified or experienced for the new work or project, in which case the employee should be offered a new fixed-term contract specific to the new work or project;
- an employee whose absence is being covered by a fixed-term contract does not return and there is good reason for continuing fixed-term employment but for a different reason (for example, because another employee is absent, or to undertake duties of another employee temporarily acting up within the school pending the recruitment of a more senior employee). In this case the renewal will take the form of a new fixed-term contract with a new reason.

The Trust board notes that if a person employed on a fixed-term contract is allowed to continue working without a formal extension beyond the date in the contract or without a new fixed-term contract with a different reason, then the employment will become open-ended (permanent) by default.

6. Expiry of fixed term contracts

The expiry of a fixed-term contract is a dismissal in law. The following procedures will apply.

Throughout the period of a fixed-term contract the head teacher will consider whether there are likely to be any suitable vacancies occurring in the school at or around the known or anticipated date of expiry which could be offered to the person employed on the fixed-term contract.

- If the employee has been undertaking the job of an absent employee who decides not to return (for whatever reason) the employee will be offered the job on a permanent basis.
- If the employee has been covering the job of another employee who has been temporarily undertaking other duties attached to a more senior, vacant post (acting up), an arrangement commonly known as 'back-filling'. then it may be considered

that the employee does not have the suitable qualifications or experience for that senior, vacant post, but the head teacher will have regard to the possibility that this vacant post may be filled internally, thereby creating a new vacancy, probably at a less senior level, which might be suitable for the employee on a fixed-term contract.

At or around two to four months – depending on the notice period due to the employee - before the anticipated expiry of a fixed-term contract the Executive Headteacher will obtain a copy of the letter of appointment and contract of employment, ascertain whether the reasons given in the contract for making it fixed term are due to materialise, consider again whether any alternative employment is available or likely to become available in the school (having regard to the qualifications and experience of the employee), and remind the employee that the contract is due to expire.

The Executive Headteacher will write to the employee inviting him/her to a meeting to discuss the imminent expiry of the contract of employment. The letter (see Appendix 4) should include copies of any documents to be used at the meeting, remind the employee of the right to be accompanied and/or represented by a trade union official or fellow-employee and explain the procedures to be followed at the meeting. The employee should be asked to confirm that he/she will attend the meeting in person, to indicate whether he/she wishes to be accompanied by a representative and to provide any documentation at least five days before the meeting. A copy of the letter and any supporting papers should be enclosed for the employee's representative.

In order to ensure that the employee has enough time to prepare his/her response reasonable notice of the hearing should be given. This should be at least ten working days. It is helpful to agree a date with the employee's union/professional association if they are already involved in the case, before sending the formal notice to attend the meeting. The employee may suggest an alternative time and date as long as it is reasonable and is not more than five working days after the original date. The Executive Headteacher may reject this suggestion but will do so only if it is unreasonable. There is also the discretion to defer the date of the meeting by a longer period in order to reach mutual agreement on a convenient date, having particular regard to the availability of the employee's representative.

The employee shall be invited to provide any documentation at least five working days before the meeting. There is no requirement on the employee to submit any documentation.

There may be cases in which an employee whose fixed-term contract is due to expire is simultaneously the subject of allegations being considered under one or more of the Trust board's procedures for conduct or capability.

In the meeting the Executive Headteacher should confirm that the contract will expire for the reason provided in the contract of employment. If there is a suitable vacancy the Executive Headteacher will offer this to the employee and will make all the necessary arrangements for appointment to that post. If there is not a suitable vacancy, or the employee refuses the offer of further employment, the head teacher will explain that no other employment is available when the contract expires, but that the employee has the right of appeal to the appeal committee of the Trust board. Should the employee submit that he/she has relevant experience or qualifications overlooked by the Executive Headteacher

when considering suitable vacancies, then they may adjourn the meeting to reconsider whether there is a suitable vacancy in the school.

The Executive Headteacher will confirm the outcome of the meeting to the employee in writing. If no further employment is offered, the letter (see Appendix 4) will confirm that no further employment will be offered on the expiry of the contract, and state the right of appeal, including the requirement to give notice of appeal to the clerk to the Trust board within ten working days of receipt of the letter, setting out the grounds of appeal.

7. Termination of fixed-term contracts and redundancy

The termination of some fixed-term contracts will be a redundancy. Circumstances in which a redundancy payment is due (provided that the employee has at least two years' continuous service in accordance with the Modification Order and provided that the employee does not obtain other employment covered by the Modification Order within four weeks of the expiry of the contract) may include the closure of a workplace, reduced need for employees and the cessation of a particular service or project (whether externally funded or not). When the employee has been employed during the absence of another employee, there is no reduction in work when the absent employee returns, so there is no redundancy.

8. Appeals

An employee on a fixed-term contract has the right of appeal against the expiry of the contract without an offer of further employment. An appeal shall be to the appeal committee established by the Trust board.

An employee may appeal by giving written notice of the appeal and of all the grounds on which it is made to the clerk to the Trustees board within ten working days of receiving written confirmation that the contract will expire without further employment. The grounds for the appeal should be accompanied by any additional evidence to be presented in support of the appeal. If the employee so wishes there is no requirement to submit any documentation, other than a statement from any witness who may be called by the employee. However, if the employee does not intend to submit any documentation there should be a positive statement from the employee or the employee's representative to this effect and the employee will not be able to use at the hearing any evidence not previously provided.

The clerk to the Trust board will immediately notify the head teacher of all the grounds of appeal and any additional evidence, with a request to submit any additional papers in response to the clerk within seven working days.

The clerk to the Trust board will then arrange an appeal committee hearing as quickly as possible, to take place, other than in exceptional circumstances, within twenty working days of the employee's notice of appeal. The clerk should make every effort to agree a date with the employee's union/professional association if they are already involved in the case, before sending the formal instruction to attend the hearing. The employee may suggest an alternative time and date as long as it is reasonable and is not more than five working days after the original date. The committee may reject this suggestion if it is unreasonable and may proceed to hear the case in the absence of the employee or the employee's representative, but also has the discretion to defer the date of the hearing in order to reach

mutual agreement on a convenient date, having particular regard to the availability of the employee's representative.

The formal notice of the hearing will include the procedure to be followed in the hearing, using either Appendix 1 or Appendix 2 (see 8.7 below).

The clerk to the committee shall give at least ten working days' formal notice of the hearing to all the participants, and in the same letter (see Appendix 4) shall set out the order of the proceedings, remind the employee of the employee's rights at the hearing, including the right to request to be accompanied by a representative of his or her choice who is either a union official or another of the employer's employees, list the members of the appeal committee, give the names of witnesses, and confirm the options for action which the appeal committee may take (see below). All documents relevant to an appeal hearing shall be enclosed with the letter. The witnesses may include, as appropriate to the circumstances of the case, the Executive Headteacher and/or a member of the committee which took the decision against which the employee is appealing, or the person who presented the case if that person was not the head teacher.

The normal procedure for an appeal hearing is set out in Appendix 1. If there is to be a re-hearing the procedure in Appendix 2 will be followed. The appeal committee will have regard to any guidance issued from time to time by the local

The appeal committee may dismiss the appeal or uphold the appeal. If it upholds the appeal it may either offer the appellant a new contract of employment (for a different reason) or extend the current contract if there is good reason for an extension (for example, if special funding has been extended or the absence or the special work or project is lasting longer than anticipated).

The appellant may choose whether to hear the appeal committee's decision in person or receive it subsequently in writing, but this choice shall not prevent the committee from choosing to adjourn and reconvene before making a decision. An oral announcement shall be confirmed in writing by the clerk to the Trust board within ten working days of the hearing (see Appendix 4).

The Executive Headteacher will take any necessary action to implement the Committee's decision.

9. Executive Headteacher on a fixed term contract

In the event of the Executive Headteacher being employed on a fixed-term contract this procedure shall be followed, with the chair of the Trust board managing sections 1 to 6 of this procedure. This procedure will not apply to a deputy head teacher appointed by the Trust board as acting Executive Headteacher in the same school, as the deputy head teacher has an open-ended, substantive contract in the school.

In the event of an appeal against a decision taken by the chair of the Trust board in relation to a Headteacher on a fixed-term contract the chair may present the case to the committee.

APPENDIX 1 – NORMAL PROCEDURE FOR APPEAL HEARING

1. The employee and his/her representative and the Executive Headteacher or other person presenting the management case shall attend the hearing simultaneously to present their respective cases.
2. The chairperson of the appeal committee will perform the necessary introductions.
3. The employee and/or the employee's representative will present the employee's appeal and may call witnesses.
4. The Executive Headteacher or other person presenting the management case may question the employee and/or the employee's representative.
5. The members of the appeal committee may question the employee and/or the employee's representative.
6. The Executive Headteacher or other person presenting the management case will present that case and may call witnesses.
7. The employee and/or the employee's representative may question the Executive Headteacher.
8. The members of the appeal committee may question the Executive Headteacher or other person presenting the management case.
9. The questioning of any witnesses called will follow the procedure outlined above.
10. The Executive Headteacher or other person presenting the management case will sum up the case presented and should ensure that any advice he or she wishes to give to the committee (and which the Executive Headteacher is entitled to give to a Board of Trustees or any of its committees) is given at this stage.
11. The employee and/or the employee's representative will sum up the employee's case.
12. The Executive Headteacher or other person presenting the management case and the employee and the employee's representative will withdraw from the hearing.
13. The appeal committee will consider the evidence presented and take a decision.
14. The committee may recall the Executive Headteacher or other person presenting the management case and the employee with the employee's representative to clear points of uncertainty on the evidence given, provided that both parties are recalled even if the point of uncertainty concerns the evidence of one party only.

APPENDIX 2 – PROCEDURE FOR HEARING AN APPEAL WHEN THE CASE IS RE-HEARD

1. The employee and his/her representative and the Executive Headteacher or other person presenting the case shall attend the hearing simultaneously to present their respective cases.
2. The chairperson of the committee or the Executive Headteacher (when the Executive Headteacher is hearing the case) will perform the necessary introductions.
3. The Executive Headteacher or other person presenting the management case will present that case and may call witnesses.
4. The employee and/or the employee's representative may question the Executive Headteacher or other person presenting the management case.
5. The committee, or the Executive Headteacher (when the Executive Headteacher is hearing the case), may question the Executive Headteacher or other person presenting the management case.
6. The employee and/or the employee's representative will present the employee's case and may call witnesses.
7. The Executive Headteacher or other person presenting the case may question the employee and/or the employee's representative.
8. The committee, or the Executive Headteacher (when the Executive Headteacher is hearing the case) may question the employee and/or the employee's representative.
9. The questioning of any witnesses called will follow the procedure outlined above.
10. The Executive Headteacher or other person presenting the management case will sum up the case presented and should ensure that any advice he or she wishes to give to the committee (and which the Executive Headteacher is entitled to give to a Board of Trustees or any of its committees) is given at this stage.
11. The employee and/or the employee's representative will sum up the employee's case.
12. The Executive Headteacher or other person presenting the management case and the employee and the employee's representative will withdraw from the hearing.
13. The committee, or the Executive Headteacher where the Executive Headteacher is hearing the case, will consider the evidence presented and take a decision.
14. The committee may recall the Executive Headteacher or other person presenting the management case and the employee with the employee's representative to clear points of uncertainty on the evidence given, provided that both parties are recalled even if the point of uncertainty concerns the evidence of one party only.

APPENDIX 3

Guidance for Behaviour at Meetings and Hearings

Any person attending any kind of meeting or hearing in any capacity must comply with acceptable professional standards of behaviour and consequently should adhere to the following Code. Although this protocol is applicable to conduct within formal and informal meetings or hearings, the expectation is that the same standards will apply outside of meetings and hearings. One companion/ representative may accompany the employee and speak on his or her behalf at formal meetings and hearings. The agreement of the Chair is required if the employee seeks additional support (for example, with learning disabilities) or a request is made for an observer to attend.

1. Everyone due to attend the meeting/hearing must make every effort to be punctual in order that the meeting/hearing may begin promptly.
2. The meeting/hearing will be conducted in accordance with the relevant provisions of any procedure adopted by the Board of Trustees or by the general procedure for meetings the outline procedure for meetings unless the Committee, Executive Headteacher /Manager and Employee agree variations.
3. Whilst these meetings/hearings are conducted formally they form part of internal procedures not legal proceedings and therefore all persons present should avoid using legal terminology without providing an explanation understandable to a lay audience.
4. All statements, questions and responses must be addressed through the person chairing the meeting/hearing
5. Each person invited to speak by the Chair will be permitted to make his or her contribution uninterrupted by any other person present.
6. All persons present will act respectfully towards every other person present and will not act in a manner that demeans, insults, threatens or intimidates him or her including an attempt to make an audio or video recording of the proceedings. All statements, questions and responses, challenges to statements, complaints or criticisms must be made politely and quietly.
7. All statements, questions and responses must be related to the facts of the case and not be personal in nature. There should be no reference to personal views on any person or in relation to the issue nor should reference be made to previous issues that do not form part of the case under consideration.
8. The meeting/hearing will be conducted with due regard to the needs of the participants for refreshment and rest and will be adjourned as appropriate either for a short break or for conclusion on another day.
9. If any person present fails to comply with this Code then the Chair will warn him or her that further non-compliance may lead to him or her being asked to leave the meeting/hearing. Any further breach of the Code may then lead to the Chair [Committee] deciding that the person should be asked to leave the meeting/hearing or that the meeting/hearing should be adjourned for a period of time to be determined by the Chair [Committee].

APPENDIX 4 – MODEL LETTERS

1. MODEL LETTER FOR A MEETING TO DISCUSS EXPIRY OF FIXED-TERM OR TEMPORARY CONTRACT

PRIVATE AND CONFIDENTIAL

Date

Dear

Re: Meeting to discuss expiry of fixed-term or temporary contract

Following our recent conversation, I am writing to invite you to a meeting to discuss your [fixed-term] [temporary] contract, a copy of which is attached. The meeting will be held at [time] on [date] in/at [venue].

The potential outcome of the meeting could result in the termination of your employment on the expiry of the contract. As part of the meeting, you have the right to request to be accompanied by a representative of your choice who is either a trade union official or a work colleague.

If you would like to be accompanied, please request this at least five days before the meeting. If you wish to refer to any documentation at the meeting, please send this to me 5 days prior to the meeting.

Could you please confirm if you are able to attend the meeting and whether or not you wish to be accompanied. If this date and time isn't convenient you may suggest an alternative date within 5 days of the above date.

If you have any questions please do not hesitate to contact me

Yours sincerely

Executive Headteacher

2. OUTCOME OF HEARING TO DISCUSS EXPIRY OF FIXED-TERM OR TEMPORARY CONTRACT

PRIVATE AND CONFIDENTIAL

Date

Dear

Expiry of [temporary] [fixed-term] contract

Thank you for meeting with me on [date] when we discussed the imminent expiry of your [temporary] [fixed-term] contract. I am writing to confirm that your contract will terminate on [date], that being the date [specified in the contract] [when the reason for the temporary nature of the contract ends].

I also discussed with you the fact that there are no suitable vacancies in the school which could be offered to you as suitable alternative employment.

I shall be making the necessary arrangements for the termination of your contract and you will receive form P45 in due course.

You have the right of appeal against this decision and may exercise that right by writing to the Clerk to the Board of Trustees at the School within ten working days of the receipt of this letter, stating the grounds on which your appeal is based. Any appeal will be heard by the Board of Director's appeals committee.

Yours sincerely

Executive Headteacher

3. INVITATION TO A HEARING BY APPEAL COMMITTEE IN RESPECT OF TERMINATION OF A TEMPORARY OR FIXED-TERM CONTRACT

PRIVATE AND CONFIDENTIAL

Date

Dear

APPEAL HEARING

I am writing to confirm the invitation to an appeal hearing on (date)..... ata.m./p.m. The hearing will be held in (venue)..... and will be before the Appeal Committee of the Board of Trustees. The meeting will be chaired by (name) and other members of the committee will be (name) and (name)

The hearing will be conducted in accordance with the procedure for temporary and fixed-term contracts. The purpose of the meeting is to give you an opportunity to appeal against the decision that on the expiry of your current contract of employment no further employment at the school will be offered to you.

I enclose a copy of the documentation to be presented in response to your appeal. The procedure to be used at the appeal hearing and guidance on behaviour at meetings are included in the disciplinary procedures. The Executive Headteacher will be responding to your appeal or representing the case. [The Executive Headteacher intends to call (names)..... as witnesses.]

You will need to send me copies of any documentation which you wish to use at the hearing at least ten working days before the hearing. You will also need to notify me, at least ten working days before the hearing, of the names of any witness(es) whom you have asked, or intend to ask, to appear on your behalf.

You have the right to request that you be accompanied by a representative of your choice who is either a trade union official or who is an employee of your employer. Please let me have this request at least ten working days before the hearing. An additional copy of this letter and the documentation is enclosed for your representative's use.

Please confirm that you will attend at the time and date stated and whether or not you wish to be accompanied by a representative. You may suggest an alternative time and date as long as it is reasonable and is not more than five working days after the original date. The committee may reject

your suggestion but will do so only if it is unreasonable. In that case the committee may proceed to hear the case in your absence or the absence of your representative.

Yours sincerely

Clerk to the Board of Trustees

* delete as appropriate

4. OUTCOME OF APPEAL IN RESPECT OF TERMINATION OF A TEMPORARY OR FIXED-TERM CONTRACT

PRIVATE AND CONFIDENTIAL

Date

Dear

APPEAL HEARING

I am writing to confirm that at the meeting held on (date) the Appeal Committee of the Board of Trustees of the School having given careful consideration to the circumstances and evidence laid before them determined that:

EITHER

Your appeal against the decision that no further employment will be offered to you on the expiry of your current contract of employment is upheld. You will receive a new offer of employment as _____ and the Executive Headteacher will discuss this with you.

OR

Your appeal against the decision that no further employment will be offered to you after the date of expiry given in your current contract of employment is upheld, because the reason for that contract will continue to apply after that date and therefore the contract will be extended until _____. A formal letter confirming the extension of the original contract will be sent to you.

OR

Your appeal against the decision that no further employment will be offered to you is dismissed because no suitable employment is available at the school. Your contract will therefore expire on the due date as indicated to you by the Executive Headteacher. The Committee thanks you for your services during your employment at the school.

Yours sincerely

Clerk to the Board of Trustees

* delete as appropriate

DIAGRAM TO ILLUSTRATE TEMPORARY AND FIXED-TERM CONTRACTS

