



Fixed Term Contract Policy

01 September 2019

Bolton Council school model policy for fixed term contracts.

Version Control

Current version	Previous version	Summary of changes made
01 Sep 19	01 Sep 13	Formatting of paragraphs, headings and appendices standardised.

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1 Introduction

- 1.1 BASE Academy Trust is committed to providing services efficiently, effectively and economically to the community. Equally the school wishes to preserve its reputation as a fair and equitable employer who provides good working conditions and where the highest standards of service can be achieved and maintained.
- 1.2 In order to deliver services to the community it is recognised that there are occasions when the need may arise for vacant posts to be filled on a fixed term basis.
- 1.3 [The Fixed Term Employees' \(Prevention of Less Favourable Treatment\) Regulations 2002](#) apply to employees on a fixed term contract. The regulations do not apply to Agency Workers.
- 1.4 The following guidelines have been produced to assist Head Teachers and Governors when recruiting employees on fixed term contracts.
- 1.5 The guidelines were drawn up having regard to the following guiding principles;
 - to ensure that all staff employed by the school are recruited in accordance with the school's code of practice on the recruitment and selection of staff;
 - to ensure that the Head Teacher or Line Manager recognise the need to have in place appropriate systems to facilitate the effective planning of human resources across the school to meet both service needs and the needs of staff;
 - to ensure that the school complies with its legislative requirements in relation to the recruitment of staff, e.g. the provisions contained in the [Sex Discrimination Act 1975](#), [Equality Act 2010](#), [The Working Time Regulations 1998](#), [Human Rights Act 1998](#), [Employment Relations Act 1999](#) and [The Fixed Term Employees' \(Prevention of Less Favourable Treatment\) Regulations 2002](#);
 - to recognise the need to monitor staffing levels on a regular basis to provide effective strategic management information on the composition of the school's workforce;
 - to establish a framework to prevent abuse arising from the use of successive fixed term contracts;

2 Definition of a fixed term contract

- 2.1 A fixed term contract applies to an employment contract whose end is determined by objective conditions, i.e. a contract ending once a specified date has been reached, a specific task has been completed or a specific event has occurred.
- 2.2 Successive fixed term contracts have been defined as;

A series of two or more contracts that do not break an employee's continuity of employment.

3 Implications of the regulations

- 3.1 The school has in place a number of policies and procedures whose specific intent is to avoid the unfair treatment of its employees. The policies and procedures embrace

current good practice, ACAS guidelines, employment legislation and the overall cultural ethos of the school. In addition they are supported by intensive training for Head Teachers, Line Managers and Governors.

- 3.2 [The Fixed Term Employees' \(Prevention of Less Favourable Treatment\) Regulations 2002](#) should, by and large, not have a major impact on the school, as the regulations are in keeping with the principles of equity and treatment practiced by the school.
- 3.3 The regulations aim to ensure that both the school and its employees can still agree fixed term contracts which allow for flexibility where work is of a limited duration or where the school an employee does not wish to commit to a longer working relationship. At the same time the regulations aim to protect employees appointed on fixed term contracts by applying the principle of equal treatment.
- 3.4 The regulations have established a statutory mechanism for limiting the use of successive fixed term contracts to four years, unless objectively justified. There is no time limit on the first contract and only service accumulated after 10 July 2002 will count towards the four year time limit. The renewal of a contract of four years or more, without objective justification, will lead to the contract being treated as permanent.
- 3.5 It should be noted that the renewal provisions are not retrospective. If a fixed term contract is renewed past the time limit on the use of successive fixed term contracts, (i.e. four years), and the extension to the contract has not been objectively justified then the time limit on the fixed term contract will become invalid. If, however, a fixed term contract has been objectively and justifiably extended then the contract will not be regarded as permanent.
- 3.6 Employees on fixed term contracts of three months or less will have a right to Statutory Sick Pay ('SSP') and the right to receive, and duty to give, one week's notice after one months' continuous service. The notice requirement will apply only if a contract terminates before it is due to expire.
- 3.7 The right for fixed term employees to waive the right to statutory redundancy payments, including those agreed, renewed or extended after 1 October 2002, is removed under the regulations.

4 Objective justification

- 4.1 The expiry or non-renewal of a fixed term contract, whether or not it has a specified end date, is a dismissal in law and therefore must be for both a reason under the [Employment Rights Act 1996](#) and 'fair'.
- 4.2 If a fixed term contract is renewed past the time limit on the use of successive fixed term contracts, i.e. four years continuous service after 10 July 2002, and the extension to the contract has not been objectively justified then the time limit on the fixed term contract will become invalid.
- 4.3 If, however, a fixed term contract has been objectively and justifiably extended then the contract will not be regarded as permanent.