



# FALKIRK COUNCIL

## Short-Term Supply / Fixed Term Employment Policy for Teachers



September 2014

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## PART 1

### 1.1 POLICY STATEMENT

Falkirk Council aims to recruit and retain high calibre employees to enable them to provide quality services to the population of the Falkirk area.

The Council recognises the need to appoint teachers on a short term supply or fixed term basis from time to time in order to support and maintain effective service provision. This policy is intended to assist in the recruitment and management of teachers on a short-term supply and fixed term basis to ensure a consistency of approach throughout Falkirk Council.

## PART 2

### 2.1 INTRODUCTION

This Policy provides information on the management of teachers on a short term supply or fixed term basis. The aim of this policy is to:

- ensure that teachers appointed on a short term supply or fixed term basis are recruited in line with the Council's Recruitment & Selection and Equal Opportunities Policies;
- comply with legislation including the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (as amended 2008) and the Employment Rights Act 1996, Pensions Regulations and Scottish Negotiating Committee for Teachers (SNCT) Conditions of Service;
- ensure that managers adopt a fair and consistent approach to the management of short term supply and fixed term teachers; and
- provide a framework for monitoring and reviewing short term supply and fixed term appointments.

### 2.2 SCOPE

This Policy is applicable for all short term supply and fixed term teaching appointments. It refers to other policies and procedures of the Council, including Recruitment & Selection Procedures, Equal Opportunities Policy, Disciplinary Policy, Grievance Policy, Dignity at Work Policy, Retirement Policy for Teachers and Associated Professionals and Health & Safety Policy.

### 2.3 DEFINITION

Under the SNCT Conditions of Service, short term supply and fixed term employment are defined as follows:

**Short Term Supply** is a period of cover for teaching for 2 days or fewer. There is no mutuality of obligation. This means that the Council is not obliged to offer work to an individual on the supply list. Equally the individual is not obliged to accept work, if offered. Engagement is on a daily basis.

**Fixed Term** appointments relate to engagements which extend beyond 2 days. A fixed term contract will have a clear end date which relates to:

- A specified expiry date;
- The completion of a specified task; or
- The occurrence of a specific event.

There are differing conditions relating to the employment of Short Term Supply and Fixed Term teachers which are outlined below in Sections 2.5.1 and 2.6.1 respectively.

## **2.4 ASSESSING APPROPRIATENESS OF SHORT TERM SUPPLY OR FIXED TERM APPOINTMENT**

Short Term Supply or a Fixed Term appointment should only be used when cover cannot be provided utilising existing resources to maintain Service provision.

Short term supply should only be used where the period of cover required is for 2 working days or less. The deployment of short term supply may occur in a number of circumstances, some examples include:

- In service training/ staff development/ working groups;
- Short term special leave, for example, bereavement leave or jury duty;
- Short term sickness absence;
- Trade union duties required on an ad hoc basis;
- SQA duties; or
- Public duties.

When it becomes known that the need for a temporary replacement is likely to be for more than 2 days then employment should be on a fixed term basis. The use of fixed term employment may therefore occur for a number of reasons. This list below is not exhaustive but provides examples of reasons for the use of fixed term employment:

- Maternity or adoption leave;
- Parental leave;
- Career break;
- Long term sickness absence;
- Secondment;
- Sabbaticals;
- Staffing from time limited funding; and
- Pattern of recurrent work.

## **2.5 SHORT TERM SUPPLY**

### **2.5.1 Terms and conditions – short term supply**

- Engagements should be on a daily basis up to a maximum of 2 days.

- There is no mutuality of obligation i.e. there is no duty to offer work and no requirement to accept work.
- All hours worked will be paid based on SCP1 of the main teaching grade scale (SCP0 if not fully registered)\*. Pay will be calculated on an hourly rate of 1/1645 of the annual salary rate and applied to daily hours worked.
- An automatic 10% pay uplift will be applied for any preparation and correction time undertaken by a short term supply teacher.
- The annual leave accrual rate for short term supply will be 0.0293 days for every hour worked. Accrued leave will be paid at the end of each term in arrears.
- The duties of supply teachers are to perform such tasks as the Headteacher shall direct as outlined in the Code of Practice on the Engagement of Short Term Supply Teachers (SNCT Conditions, Part 2, Appendix 2.8A).

\* N.B. Part-time teachers working additional hours in their own class will be paid the additional hours at their main grade rate. Otherwise, when providing short term supply cover, they will be paid at SCP1 (or SCP0) as appropriate.

## **2.5.2 MANAGING SHORT TERM SUPPLY**

### **A. Recruitment**

Recruitment to the short term supply list will be managed through the Reward & Transactional Support Team in Human Resources. Short Term Supply teachers will be appointed to the supply list through the Recruitment and Selection process and will be subject to all normal employment checks, e.g. interview, PVG check, references and pre-employment health screening. Guidance on such checks is available within the Recruitment & Selection Policy and the 'Recruitment of Employees/Volunteers Requiring a Disclosure/PVG Check' Guidelines (both which are available in the Manager's Policy and Procedure Handbook and on the Employee Section of the Underground). The preferred candidate from the Recruitment and Selection process should be issued with a recommendation for inclusion on the Short Term Supply List letter (Appendix A)

Once the recruitment process is complete, a statement of working arrangements will be sent to the supply teacher (Appendix B). It should be noted that this is not a contract of employment.

On receipt of the relevant paperwork from the service the Reward & Transactional Support Section will complete a Notification of New Appointment through HR Forms Online when a teacher is first added to the supply list. Thereafter any periods of employment will be paid through the submission of an authorised time sheet (Form STS1) which is available on the Council's Underground site together with the Code of Practice on the Engagement of Short Term Supply Teachers as detailed above.

### **B. Using Short Term Supply Teachers**

Allocation of available hours should be made, where appropriate, on a rotational basis. In exceptional circumstances, however, a teacher may be specifically selected from the short term supply database to provide a period of cover because, for example, specific skills are required or to maintain continuity of service provision.

The individual(s) most appropriate will be contacted to confirm availability during the period required. There is no obligation for any individual to accept any offer of supply cover.

In the event that a teacher is engaged for short term supply work, a letter should be issued to them by the relevant Head Teacher (see Appendix C) specifying the reason for cover.

Head Teachers should ensure that maximum working hours and class contact time are honoured, that the engagement is for no more than 2 days and that the duties undertaken are limited to those defined by SNCT conditions of service.

Accrued leave will be paid at the end of each term in arrears. Payroll Services will report on actual hours worked on a quarterly basis and issue to Education Services for processing.

### **C. Supply Teachers Database**

The Employee Resources Team in Education Services will be responsible for the administration of the supply teachers database. Given, however, that supply cover is often required at short notice, Head Teachers will be able to access the current supply list directly in order to arrange cover.

It is important that the supply teacher database is reviewed on an annual basis. The Employee Resources team in Education Services will be responsible for writing to Supply Teachers (Appendix D) annually, prior to the start of the new academic year, outlining the terms and conditions in place until the completion of the academic year.

At this annual review stage, previous work patterns should be checked. If, at this stage, any supply Teacher has not worked for the Council within the previous 6 month period, they should be removed from the supply list. If an individual has lived overseas for a period of 3 months or more, relevant checks e.g. PVG as per the Overseas Criminal Records Check Policy, must be undertaken.

The supply teacher database should be kept up to date by the Employee Resources Team in Education Services with the relevant details e.g. contact details, availability etc and copies of any letters of engagement retained. Where necessary, relevant checks will be undertaken e.g. PVG updates.

### **D Terminating supply appointment**

#### **Where supply teacher is no longer required**

The Headteacher should confirm with the supply teacher that casual cover is no longer required and confirm whether or not they wish to be contacted for future work should it arise.

#### **Where supply status has been terminated**

Where a supply teacher indicates that they no longer wish to be considered for future supply work, this should be notified to the Employee Resources Team within Education Services who will process a termination form to update the supply database.

As part of the annual review, removal from the supply database should be applied when a supply teacher has not been available within a 6 month period. The Employee Resources Team will administer the casual list and, where relevant, will process termination forms through HR Forms Online where a worker is to be removed from the short term supply database.

## 2.6 FIXED TERM APPOINTMENTS

### 2.6.1 Terms and Conditions

- Fixed term temporary contracts will be issued for engagements which extend beyond 2 days.
- Fixed Term appointments will be in line with the Code of Practice on the Use of Fixed Term Contracts (SNCT Conditions of Service, Part 2, Appendix 2.8)
- Teachers on fixed term temporary contracts will fulfil the full range of duties of teachers and will be engaged for 35 hours per week or on a pro rata basis according to the contract.
- Fixed term teachers will be treated in the same way as permanent staff and given access to appropriate induction, training and support and access to vacancies/ promotion opportunities.
- The pay, duties, hours of work and other conditions of service for fixed term employees will be the same as permanent teaching staff as set out in the SNCT Handbook.
- All teachers and music instructors will accrue paid leave on the basis of 0.2051 of a day for each day worked in the school session.
- The minimum periods of notice the Authority must provide to a fixed term teacher on terminating their contract are:

<b>Continuous Service</b>	<b>Period of Notice</b>
Up to 1 month	NIL
1 month but less than 2 years	1 week
2 years or more	1 week for every year of employment up to a maximum of 12 weeks.

- Where a fixed term teacher is employed on a contract of less than 3 months duration, they must provide one week's notice on resigning from their post. For contracts of more than 3 month's duration, the notice period required of a fixed term teacher on the Common Scale, a Principal Teacher or an Assistant Adviser, Adviser or Educational Psychologist shall be 4 weeks, and by all other Teachers, Advisers and Educational Psychologists 8 weeks.
- Any breach of conduct should be dealt with under the Council's Disciplinary Policy and Code of Practice. Equally, any fixed term employee has the right to raise a grievance under the Council's Grievance Policy or Dignity at Work Policy.
- Capability issues should be dealt with in line with the Council's Capability Procedures. However, in managing such capability issues, consideration will be given to the duration of the employee's temporary contract when establishing review timescales etc.
- All other terms and conditions and policies will apply.

## **2.6.2 Managing Fixed Term Contracts**

### **A. Recruitment**

The creation of new temporary/ fixed term posts requires to be approved in line with the Council's Standing Orders and Financial Regulations.

Recruitment to fixed term teaching appointments can occur in two ways as follows:

#### **6 days to 8 weeks duration**

Where it becomes known that a period of short term cover is likely to extend beyond 2 days duration or from the 3<sup>rd</sup> day of any such period of cover, the Headteacher should arrange for an appointment to be made from the Council's supply list or for the existing supply cover to be offered a fixed term engagement. A copy of the offer letter to be issued in such circumstances is attached as Appendix E

Any hours worked should be claimed through the submission of an approved fixed term timesheet (Form TT1) on a monthly basis. This should be submitted, together with a signed copy of their engagement letter to validate payment, where relevant, on the main grade teachers salary scale rather than SCP1 (or SCP0).

#### **In excess of 8 weeks duration**

Where it becomes clear that the need for a temporary replacement exceeds 8 weeks then this should, where practical, be advertised and recruited to in line with the Council's Recruitment and Selection Policy.

In such circumstances, any offer of fixed term employment must only be made following satisfactory health and other pre-employment checks, references etc, in accordance with the Recruitment and Selection Policy. This process will be administered by the Reward and Transactional Support Team in Human Resources who will also be responsible for issuing the subsequent offer letter specifying entitlement to pay and conditions of service and detailing the expected duration and reason for the appointment (Appendix E).

In such circumstances, the Reward and Transactional Support team will arrange for a new appointment form to be completed on-line. This information will be recorded for the purposes of monitoring and also used to issue the employee's written statement of terms and conditions of employment.

Any subsequent changes to the contractual status of the employee should be notified, by the Reward and Transactional Support Team, using HR2- Notification of Change form which is available on-line and should be confirmed in writing to the employee.

Human Resources will provide reports to Services on a regular basis to assist in monitoring fixed term contracts. Please note that Payroll are not authorised to and will not make payment beyond the latest notified fixed term contract end date. Services must ensure that appropriate contracts and paperwork are in place to avoid salary overpayments or underpayments.



## **B. Monitoring**

Given the different employment rights which become available to fixed term employees depending upon their length of continuous service, such contracts should not run indefinitely without review. The Head of Educational Planning and Resources is therefore responsible for ensuring that fixed term contracts are reviewed on an ongoing basis by obtaining regular reports, detailing:

- employee's length of service in post;
- employee's overall length of continuous service (including employment with any other Local Authority or relevant employer where there has been no break in Service); and
- the date the contract is set to be reviewed/ end.

The duration of an employee's fixed term employment can have an impact on their employment rights and this should be considered when monitoring fixed term employment as detailed below. In any event it is important that the relevant Headteacher communicate with the employee concerned and keep them informed.

### **• Continuous Employment Of Up To 2 Years Duration**

When terminating contracts of up to 2 years, any employee with one years continuous service or more should be issued with a written statement of dismissal (see Appendix F). Where the dismissal is for conduct or capability reasons, this should be managed in line with the Council's Disciplinary or Capability Policy respectively.

### **• Continuous Employment Of More Than 2 Years Duration**

Where a teacher is employed on a fixed term contract, or successive fixed term contracts, for a continuous period of 2 years or more, a redundancy payment may be payable on terminating their employment. In such circumstances, advice should be sought from the Service HR Business Partner and, where appropriate, redeployment considered in line with the Council's Rehabilitation and Redeployment Policy. Consideration should be given to this, in consultation with the employee, as soon as it is evident that the contract will not be renewed or at least one month in advance of the expiry of the employee's fixed term employment. Any redeployment search undertaken will not extend beyond the expiry date of the employee's current fixed term contract.

Where an employee's contract is terminated in such circumstances, the employee should be issued with a written statement of dismissal (Appendix F).

### **• Continuous Employment Of More Than 4 Years Duration**

Where a fixed term teacher is employed for a continuous period of 4 years, they will be entitled to apply in writing to their Head of Service to automatically acquire permanent status under the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations.

When a fixed term teacher attains 3 years' service, consideration should be given to whether the requirement for this post is likely to extend beyond 4 years. The post should

not automatically be offered to the existing postholder. Where a post is to be made permanent, this must be approved in line with standing orders and arrangements made for the post to be added to or amended on the permanent establishment through the completion of an on-line New Post ID request. Once approved, arrangements may be made for the post to be filled, taking into consideration any other suitably qualified candidates currently being managed under the Council's Rehabilitation and Redeployment Policy together with the existing postholder.

If there is no longer a requirement for the post, redeployment opportunities should be explored in line with the Council's Rehabilitation and Redeployment Procedure. This redeployment search should commence in advance of the end of the fixed term contract and will normally last a maximum of 12 weeks. Where redeployment is not possible, consideration should be given to whether a redundancy payment is appropriate. This should only be considered in consultation with the employee concerned and their representative following discussion with the Head of Human Resources & Customer First. If this is the case, the employee's contract is terminated in such circumstances and a written statement of dismissal should be issued (Appendix F).

**N.B.** For the purposes of monitoring the use of fixed term contracts, continuous employment is not broken unless there is a break of more than one week (running Sunday to Saturday). Consecutive fixed term contracts are treated as one period of continuity of employment (e.g. six consecutive six month contracts equals three years' continuous service). It should also be noted that breaks such as school holidays may be regarded as temporary cessations of work and may not break continuity of Service e.g. consecutive August-June term-time contracts may not break continuity of service during summer holiday periods. In such circumstances, advice should be sought from the Service Human Resources Adviser as to whether service would be regarded as continuous.

### **C. Renewal of Fixed Term Contracts**

If a post covered by a fixed term appointment is approved to be extended, the current postholder's contract will normally be renewed. The post would only require to be advertised where:

- there has been a significant change in the duties and responsibilities of the post;
- the number of posts to be renewed is less than that current number of fixed term postholders, undertaking that post.

Any renewal of contract should be actioned via the submission of an on-line Notification of Change form. An extension of contract letter (attached as Appendix G) should also be issued by the Reward and Transactional Support Team.

Where a temporary post is subsequently made permanent, this will require to be advertised and recruited to, in line with the Council's Recruitment & Selection Policy.

## 2.7 ROLES AND RESPONSIBILITIES

### Head Teacher

- To work with the Reward and Transactional Support and Employee Resources Teams to recruit and appoint short term supply and fixed term teachers in accordance with the Council's Recruitment and Selection Policy including appropriate checks;
- To ensure sufficient budget provisions are available to pay for short term supply/ fixed term employment before arranging cover;
- To ensure short term supply teachers do not exceed the 2 days working engagement;
- To ensure teachers are sent a statement of working arrangements alongside the relevant Codes of Practice;
- To ensure that short term supply and fixed term teachers are paid at the appropriate rate of pay for any period of cover undertaken;
- To ensure clear mechanisms are in place for recording deployment as short term supply;
- To ensure that short term supply and fixed term teachers do not exceed relevant hours limits and work to their defined remits

### Reward & Transactional Support Team

- To recruit to the short term supply list in accordance with the Council's Recruitment and Selection Procedure including appropriate checks. Managers/Head Teachers will also be responsible for the recruitment.
- To ensure all paperwork is completed including offer letters where appropriate, new start/ transfer/termination forms, and timesheets and sent to Payroll and Human Resources.

### Service Resources Team

- To ensure that qualifications, training, registration and health checks needed to meet the requirements of the post are in place and reviewed in line with statutory and legislative requirements and checked on an annual basis.
- To maintain the short term supply teachers database.
- To ensure that short term supply / fixed term teachers are appropriately inducted and trained for the post being covered as for all other workers. In some instances this may be delegated to the appropriate Manager/Head Teacher.
- Calculate annual leave entitlement based on hours worked.
- Liaise with Manager/Head Teacher to ensure sufficient budget provisions are available to pay for short term supply/ fixed term employment before arranging cover.

## **Short Term Supply/ Fixed Term Teacher**

- Complete the relevant timesheet and submit this to an authorised signatory for authorisation and transmission to the Payroll Services in time to meet the payroll processing deadline for weekly payment by BACS.
- Comply with all policies and procedures and undertake the necessary training required to perform their duties. This includes the Drug and Alcohol, Equality and Health and Safety Policies.
- Comply with the Working Time Regulations including work undertaken with other employers.
- Notify the Service Co-ordinator, in writing, if they no longer wished to be considered for supply work.

## **PART 3**

### **3.1 IMPLEMENTATION**

The Chief Executive and Chief Officers of the Council are responsible for the effective operation of the policy across the Council as a whole.

### **3.2 MONITORING & REVIEW**

Falkirk Council has a duty to ensure that all short term supply and fixed term teaching appointments are managed in a fair and consistent basis, in accordance with the principles of the Council's Equal Opportunities policy and all appropriate employment legislation.

The Head of Human Resources & Customer First will review the Short Term Supply/ Fixed Term Employment Policy for Teachers in line with agreed HR Policy Renewal timetable and in conjunction with Service Directors, Heads of Service and Trade Unions.

This Policy has been Equality Impact Assessed and no adverse impact has been identified.

Enquiries to: Chair of Interview Panel  
Direct Dial: Extn. No.  
Date:

**CONFIDENTIAL**

Name  
Address  
Town  
Postcode

Dear Name,

**Post: {Job Title}**

I refer to your recent interview and I am pleased to advise that the Interview Panel will be making recommendations to the Director of Education Services in regard to your appointment to the list of potential Supply Teachers who are prepared to work on an as and when required basis. Any recommendation will be subject to satisfactory completion of various checks.

Appointment to this list, requires that Occupational Health clearance is obtained, and a questionnaire is attached. Please complete the questionnaire and ensure confidentiality by sealing it in a plain envelope with your name written on the top left hand corner. You should then return it to the Chair of the Interview Panel, who will forward it unopened to Occupational Health for assessment.

References will now also be taken up.

This post is exempt from the provisions of The Rehabilitation of Offenders Act 1974 and requires that post holders declare all previous criminal convictions. Disclosure Scotland provides a system of disclosing criminal history information to individuals and organisations for employment purposes, including PVG Scheme Records.

You will be required to gain and maintain PVG Scheme membership. Falkirk Council will pay the fee initially and will reclaim this through regular salary deductions. Please complete and return the enclosed Application to Join the PVG Scheme/Existing PVG Scheme Member application and Payroll Deduction Mandate to the address below at your earliest convenience.

It is important that you note that this letter is a conditional offer, and will only be confirmed after consideration of such checks. The Council reserves the right not to proceed with an appointment to the supply list for any reason.

As we are not in a position to confirm a formal offer to you at this stage of the recruitment process you are advised, if applicable, you should not hand in your notice to your present employer. Please wait until such time as you receive a letter from the Council formally offering you an appointment to the Supply list with the Authority.

Yours sincerely

**HEAD OF SERVICE**

**SHORT TERM SUPPLY STATEMENT OF WORKING ARRANGEMENTS**

Dear

**SHORT TERM SUPPLY LIST**

I am pleased to confirm that you have been appointed to the list of potential workers who are prepared to undertake Supply Teacher duties on a casual basis, as and when required, with effect from [INSERT DATE].

You will be engaged up to a maximum of 2 days per week and paid an hourly rate for all hours worked. Your hourly rate of pay will be calculated on you being placed on spinal column point 1 (or SCP where appropriate), currently ..... per annum, of the salary scale for teachers as set by the Scottish Negotiating Committee for Teachers (SNCT). An automatic 10% pay uplift will be applied for any preparation and correction time undertaken.

You will be contacted should any period of employment appropriate to your skills/experience become available and you will be advised in writing of the hours of work on offer, the location and the reason for the engagement. There will be no obligation on Falkirk Council to offer you employment and there will be no requirement on your part to accept.

Your inclusion on the list will be subject to annual review. If you have not undertaken a period of short term supply work with the Council within the previous 6 month period, you will be removed from the supply list.

In order to be reimbursed for all hours worked, you must complete a timesheet for each period of employment and submit this to the engaging Headteacher for authorisation and then submit to the Educational Resources Manager for payment. All hours worked will be at plain time.

In line with Falkirk Council Financial Regulations – December 2009 “Claims submitted more than 2 months after the end of the calendar month to which the claim relates will only be paid if authorised by the Chief Officer, and accompanied by a memo from the Chief Officer outlining the reason for delay.”

A supply of timesheets (STS1) will be available from [INSERT NAME OF DESIGNATED INDIVIDUAL WITHIN SERVICE]. You will be paid in arrears on the last Thursday of each month by credit transfer directly into your bank account and your pay will be subject to the appropriate deductions for National Insurance and Income Tax.

When you are working, annual leave will accrue based on the number of hours worked. For every hour worked the accrual rate for annual leave will be 0.0293 days (ie 0.2051 divided by 7 hours, where 0.2051 is the daily accrual rate for a full time teacher).

You will have no entitlement to notice, paid sick leave (other than Statutory Sick Pay) or public holiday time off.

Falkirk Council is required by law to operate the Scottish Teachers' Superannuation Scheme. The post is subject to the Scheme of Salaries and Conditions of Service laid down by the Scottish National Committee for Teachers and as supplemented by the Authority's rules as amended from

time to time. Under the rules of the scheme, if you are eligible for STSS membership, you will become a member automatically, unless you write to Payroll Services, Finance, confirming that you do not wish to join the scheme.

You must conform to Service requirements in relation to Codes of Conduct, Drug and Alcohol Policy, Health and Safety and any other specified Service rules.

No other conditions of employment will apply. Access to the appropriate procedures in relation to harassment and discrimination will be provided to you if required by contacting Human Resources.

Your Head of Service has the discretion to remove you from the list of short term supply teachers should you be unavailable to work or when the need for supply employment ceases for any reason.

Please confirm your acceptance by signing the enclosed:-

1. Copy of this letter
2. Supplementary Guidance and Data Collection Form.

All of these must be returned to the Employee Resources team, Sealock House, 2 Inchyra Road, Grangemouth, FK3 0XB within 10 working days.

The following related documents are also enclosed for your attention. :

- Supply Timesheet (STS1) – to be completed monthly as per guidelines and submitted to the Educational Resources Manager, Sealock House, 2 Inchyra Road, Grangemouth, FK3 0XB.
- Guidelines for the Completion of the “Supply Teacher Salary Claim Form”
- Financial Ledger Codes
- Security Badge Information
- Payroll Credit Transfer – to be completed and returned to payroll. If you have any queries regarding pay issues you should contact payroll on 01324 506308 in the first instance
- Code of Practice on the engagement of Short Term Supply teachers
- Code of Practice on the use of Fixed Term Temporary Contracts.

May I take this opportunity to wish you every success when you are required to work within Falkirk Council Education Service.

**Yours sincerely**

**SHORT TERM SUPPLY TEACHER TERMS OF ENGAGEMENT TEMPLATE LETTER  
(to be issued to the supply teacher by the Headteacher on commencement of each engagement)**

Dear

**CASUAL - SHORT TERM SUPPLY ENGAGEMENT**

I am pleased to confirm the details of your engagement as a short term supply teacher in [NAME OF SCHOOL] with effect from [INSERT DATE].

Your engagement in the school will be on a “day by day” basis.

The reason for the engagement is to cover the short term absence of a class teacher due to [SELECT REASON FROM LIST BELOW].

- in service training/staff development/working groups
- short term special leave, for example, bereavement leave, jury duty
- short term sickness absence
- trade union duties arranged on an ad-hoc basis
- SQA duties
- public duties
- interim vacant post cover

As the engagement is on a daily basis, you will not be given notice, but I will keep in touch and let you know whether you will be required tomorrow.

Short term supply teachers will be paid on point 1 (point 0 if not fully registered) of the Main Grade Scale for each period of supply work, with pay calculated on an hourly rate basis. To be paid, you must complete Form (STS1), Casual – Short Term Teacher Salary Claim Form, additional copies of which are available from the school office or online on the council Intranet. It should be submitted to me for certification. Thereafter it is your responsibility to submit the form, monthly, in line with the stated submission dates otherwise payment may be delayed.

I hope you will enjoy your time in the school.

Yours sincerely

**HEADTEACHER**



**RENEWAL LETTER**

Dear

I write to enquire whether or not you wish to remain on the list of potential workers who are prepared to undertake short term supply teaching duties on a casual as and when required basis with effect from 1 April ..... until 31 March .....

**Where individual has lived overseas for a period of 3 months or more in the last year, include the following:**

**Continued inclusion on this supply list is subject to satisfactory employment checks as follows:-**

This post is exempt from the provisions of The Rehabilitation of Offenders Act 1974 and requires that post holders declare all previous criminal convictions. Disclosure Scotland provides a system of disclosing criminal history information to individuals and organisations for employment purposes, including PVG Scheme Records.

You will be required to gain and maintain PVG Scheme membership. Falkirk Council will pay the fee initially and will reclaim this through regular salary deductions. Please complete and return the enclosed Application to Join the PVG Scheme/Existing PVG Scheme Member application and Payroll Deduction Mandate to the address below at your earliest convenience.

Occupational Health clearance is also required, please complete the attached questionnaire and ensure confidentiality by sealing it in a plain envelope with your name written in top left hand corner. You should then return it to \_\_\_\_\_ who will forward it to Occupational Health for assessment.

You will be engaged on a daily basis and paid an hourly rate for all hours worked. Your hourly rate of pay will be calculated on you being placed on spinal column point 1 (or SCP where appropriate), currently ..... per annum, of the salary scale for teachers as set by the Scottish Negotiating Committee for Teachers (SNCT).

You will be contacted should any period of employment appropriate to your skills/experience become available and you will be advised in writing of the hours of work on offer, the location and the reason for the engagement. There will be no obligation on Falkirk Council to offer you employment and there will be no requirement on your part to accept.

In order to be reimbursed for all hours worked, you must complete a timesheet for each period of employment and submit this to the engaging Headteacher for authorisation and then submit to the Educational Resources Manager for payment. All hours worked will be at plain time.

In line with Falkirk Council Financial Regulations – December 2009 “Claims submitted more than 2 months after the end of the calendar month to which the claim relates will only be paid if authorised by the Chief Officer, and accompanied by a memo from the Chief Officer outlining the reason for delay.”

A supply of timesheets will be available from [INSERT NAME OF DESIGNATED INDIVIDUAL WITHIN SERVICE]. You will be paid in arrears on the last Thursday of each month by credit transfer directly into your bank account and your pay will be subject to the appropriate deductions for National Insurance and Income Tax.

When you are working, annual leave will accrue based on the number of hours worked. For every hour worked the accrual rate for annual leave will be 0.0293 days (ie 0.2051 divided by 7 hours, where 0.2051 is the daily accrual rate for a full time teacher).

You will have no entitlement to notice, paid sick leave (other than Statutory Sick Pay) or public holiday time off.

You must conform to Service requirements in relation to Codes of Conduct, Drug and Alcohol Policy, Health and Safety and any other specified Service rules.

No other conditions of employment will apply. Access to the appropriate procedures in relation to harassment and discrimination will be provided to you if required by contacting Human Resources.

Your Head of Service has the discretion to remove you from the list of short term supply teachers should you be unavailable to work or when the need for supply employment ceases for any reason. The supply list is subject to annual review and you will be removed from the list if you have not undertaken a period of supply work within the previous 6 month period.

Please confirm whether you wish to continue to be included on the list of potential short term supply teachers by signing the enclosed copy of this letter and returning it to <NAME>.

May I take this opportunity to wish you every success when you are required to work within Falkirk Council.

**HEAD OF SERVICE**

I confirm that I wish my continued inclusion on the list of potential workers on the conditions outlined above.

Signed ..... Date .....

**SHORT TERM SUPPLY TO FIXED TERM APPOINTMENT LETTER**

Dear

**CASUAL - FIXED TERM TEMPORARY ENGAGEMENT**

I am pleased to offer you the post of temporary teacher in [NAME OF SCHOOL] commencing on [Date] and terminating on [Date] or [SELECT REASON (1)].

- the completion of [a specified task];
- the occurrence of [a supervening event];

Falkirk Council cannot guarantee any further employment at the end of this contract. It is, however, a condition of your contract you agree it is subject to termination upon completion of this fixed term or completion of [REPEAT REASON (1) ABOVE].

Notwithstanding that this contract is for a fixed term, Falkirk Council reserves the right at its entire discretion to terminate your employment prior to this giving you not less than 1 weeks' notice in accordance with the council's Temporary Employment Policy.

The salary grade for the post is main grade teacher, currently £ to £ . Your salary will be point [INSERT SCP], £[AMOUNT] per annum.

Your normal working hours will be [number] hours per week, to be worked Monday to Friday, [a] hours class contact time and [b] hours non class contact time.

It is confirmed that the necessary pre employment checks were processed, and main grade terms and conditions of employment covering your engagement to a fixed term contract issued to you, on joining the supply teacher register.

Please confirm your acceptance of this offer by signing and attaching this to your salary claim form (failure to do this will prevent payment). You should retain a copy of your signed acceptance letter for your own future reference.

You must complete Salary Claim Form (TT1) available from the school office or online on the council Intranet. The completed form should be submitted to me for certification. Thereafter it is your responsibility to submit the form, monthly, in line with the stated submission dates otherwise payment may be delayed.

I hope you will enjoy your time in the school.

Yours sincerely

**HEADTEACHER**

<p>I confirm my acceptance of the conditions outlined above:</p>  <p>Signed: ..... Date: .....</p> <p><b><i>Attach this signed acceptance to your first salary claim form (TT1) following commencement.</i></b></p>
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**LETTER OF TERMINATION**

Dear

**END OF CONTRACT**

As you are aware following our meeting held on [date], you were employed on a temporary contract on the condition that your employment would terminate on ..... (or when a specific project was completed/ event occurred. This will be on .....).

As explained to you at this meeting, unfortunately Falkirk Council does not have any further work for you beyond that date and your employment with the Council will therefore terminate on [date] or \*(As explained to you at our meeting, attempts have been made to identify a suitable alternative vacancy to offer you, but unfortunately no suitable vacancies are available at present. This letter therefore gives you [ ] weeks' notice of the termination of your employment by reason of redundancy. Unless there is any change in the situation during your notice period, your employment with Falkirk Council will terminate on [date]. We will, however, continue to seek suitable alternative employment for you throughout your notice period).

I would like to take this opportunity to thank you for the contribution you have made to the Service for the duration of your contract and wish you success for the future.

Yours sincerely,

\* Where an employee has two years continuous service or more.

**LETTER OF EXTENSION**

**Dear**

**EXTENSION OF TEMPORARY CONTRACT**

I write to offer you an extension to your contract for a further fixed term, to run consecutively with your existing contract and continuing until ..... (date/ or completion of .....)

The terms and conditions of the extended contract will (except for the new termination date) be identical to your current terms of employment, including the notice clause(s) contained in the original contract. If you accept this extension to your employment, your employment with Falkirk Council will be continuous for statutory purposes.

Notwithstanding this extension of contract, Falkirk Council reserves the right at its entire discretion to terminate your employment prior to the [specified expiry date] [end of the task/project] [return to work of [ ] ] by giving you not less than [ ] weeks' notice

**Please confirm your acceptance of this extension by signing the attached copy of this letter and**