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| **Guidance for completing offer letter for DGAT (teaching staff) fixed term. Please delete before sending.** |
| Please add the school’s letterhead but ensure that the DGAT logo is also included.  Notes for editing: anything in square brackets is to be tailored to the circumstances of the appointment or to give a direction for completing this template.  Once completed, please send two copies to the new employee, and request they return a signed copy to you for filing on the employee’s personnel file. |

[Successful candidate’s name and address]

[Date]

Dear [insert name]

Following your recent interview, the Diocese of Gloucester Academies Trust are pleased to offer you the post of [insert job title] This is a [fulltime/part time] fixed term positionuntil [date].

[Insert relevant clause from options below and delete non-relevant clauses]

**[Appointment to cover absence (teacher)]**

Your appointment is fixed term to cover the temporary absence of [name and role of employee whose absence is being covered]

This letter is also formal notification to you that your appointment will terminate the day before [name of employee whose absence is being covered] returns to duty. You will be given as long a period of advanced notification as possible of the termination of this temporary appointment by the headteacher, but, depending on the circumstances, it may be as little as one week.

If you wish to terminate the appointment before the employee’s return you must give a period of notice specified as appropriate for a permanent teacher to take effect at the end of a term as set out in the conditions of service for school teachers in England and Wales. Likewise, the headteacher may give you notice to terminate the appointment earlier, as would be appropriate for a permanent teacher, to take effect at the end of a term (31 December, 30 April, 31 August)

In the event of the employee not resuming the appointment, the post will be reviewed, and if it can be filled, it will be regarded as having become vacant and it will be advertised in accordance with the procedure applicable at the time. You will be at liberty to apply for it in competition with other applicants, but no undertaking is given or implied that you will be appointed to the post in such circumstances.

**[Appointment letter for an externally funded post (teacher)]**

Your appointment to the post of [insert job title] will be for a fixed term commencing on [insert date ] and continuing so long as funding is available to the school or Trust to support the post in which you are employed. Because of the temporary nature and uncertain duration of the funding, we cannot guarantee you any minimum or maximum period of employment. When funding for the post is withdrawn, your contract of employment will terminate automatically at that time. You will, however, be given as much advance notification as possible (and at least one week) of the date on which the contract will terminate.

Although this contract is fixed term the employer reserves the right to terminate the employment at an earlier time by issue of notice, appropriate for a permanent teacher to take effect at the end of a term\* as set out in the conditions of service for school teachers in England and Wales.

**OR**

Your appointment to the post of [insert job title] will be for a fixed term commencing on [insert date] and continuing so long as funding is available to the school or Trust to support the post in which you are employed. Funding has been initially agreed for a fixed term period of [insert number of weeks/months/years]. This contract will therefore automatically terminate on [insert date]. At the employer’s discretion it may be possible to offer an extension to this contract period dependent on the availability of funding and the needs of the service.

**[Specific purpose contract to carry out a specific piece of work or project (teacher]**

The school is pleased to make you a formal offer of fixed-term employment in the post of [ insert post] on the [insert specific project title] project. Your employment will commence on [insert date] and will terminate once the [name of project] for which you are employed is completed. It is expected that the [name of project] will last for approximately [insert weeks/months/years], although we do not guarantee you any minimum or maximum period of employment. The exact date of the termination of your post is therefore at the employer's discretion. You will, however, be given as much advanced notification as possible (and at least one week) of the date on which the contract will terminate.

The employer cannot guarantee any further employment at the end of this temporary period of employment, but may, at its discretion and depending on the availability of a suitable vacancy, elect to offer you a further term of employment. It is, however, a condition of this contract that you agree that your contract of employment is subject to automatic termination upon completion of the [name of project].

Although this contract is fixed term the employer reserves the right to terminate the employment at an earlier time by issue of notice, appropriate for a permanent teacher to take effect at the end of a term as set out in the conditions of service for school teachers in England and Wales.

The starting salary is at [insert main or upper pay scale and pay scale point]. The post will start on [insert date] subject to the suitable completion of any outstanding recruitment checks and end on [Please add an end date].

You will be employed at [insert name of school and address] You will be required to work [insert FTE hours or hours per week.]

The post is subject to a satisfactory disclosure from the Disclosure and Barring Service and the suitable completion of pre-employment checks.

On starting, please go to the main reception where you will be warmly greeted and introduced to your line manager.

Your terms and conditions of employment are set out in the written statement of terms and conditions enclosed, and in the Conditions of Service for School Teachers in England and Wales (“Burgundy Book”) and in the School Teachers Pay and Conditions Document (STPCD).

There are two copies of the written statement of terms and conditions. To accept this offer of employment, please sign both copies confirming your acceptance of this position and return the duplicate copy of the letter and written statement of terms and conditions to me.

If you have any questions about the contents of this letter or about your new role, please do not hesitate to contact [insert name of contact and role]

May I take this opportunity of welcoming you to the team and hope you will find your new role enjoyable and rewarding!

Yours sincerely,

[Name]

[Role]

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I am very pleased to accept the job offer on the terms and conditions outlined in this letter.

|  |  |
| --- | --- |
| Signed: |  |
| Name: |  |
| Date: |  |

Please see below for further information regarding the terms and conditions of your employment.

**Written Statement of Terms and Conditions of Employment**

Please see below for further information regarding the terms and conditions of your employment.

This document is issued in compliance with Part 1 of the Employment Rights Act (1996), the Employment Rights (Miscellaneous Amendments) Regulations (2019) and the Employment Rights (Employment Particulars and Paid Annual Leave) (Amendment) Regulations (2018). This document meets an employee’s right to a written statement of employment particulars.

Its purpose is to provide information regarding the main terms and conditions of your appointment and other relevant details. Although it provides information about your contractual terms it is not a contract of employment*.* Your contract of employment consists of this letter, the Statement of Particulars, the STPCD, as well as our code of conduct and other [contractual policies](https://www.dgat.org.uk/policies-and-resources) (available on our [DGAT website](https://www.dgat.org.uk/)).

1. You will begin employment with [name of school] on [insert day, date, month and year].
2. [Insert if relevant] Your previous employment with [insert details of any previous relevant continuous service.] counts as part of your period of continuous employment which therefore began on [insert date].

If you have previous continuous service with an organisation covered by the Redundancy Payments Local Government (Modification) Orders, which cover local authorities and related bodies, this will be included in calculating your entitlement to a redundancy payment. All maintained schools and academies in the UK are covered by the modification order. Full information on how the Modification order applies to teachers can be found on Local Government Association's website.

**OR**

Your previous employment with [insert details of previous employment] does not count as part of your period of continuous employment.

Your period of continuous service dates from the date of commencement of your continuous service with this Trust as shown at item two on your Statement except where:

1. periods of previous service with local authorities and related employers are allowed to count as continuous employment for specified purposes in the scheme of conditions of service and other agreements referred to in paragraph B below: or you are made redundant, in which circumstances continuous service with the

Trust and local authorities/bodies covered by the Redundancy Payments

(Continuity of Employment in Local Government, etc.) (Modification) Order.

1999 (as amended) will be counted for the purpose of calculating your

redundancy payment if any; or

1. you have a concurrent Contract of Employment with this Trust.
2. You are employed as a [insert role] at [insert name of school]and your usual place of work is [insert school address].
3. The address of your employer is Diocese of Gloucester Academies Trust 3, College Green, Gloucester GL1 2LR
4. Your pay will be on [insert main or upper pay scale and pay scale point]. This will be pro-rata for part-time positions. You will be paid in monthly instalments in accordance with the School Teachers Pay and Conditions Document.
5. You will be required to work [insert number of hours]. For part-time workers your working pattern will be confirmed by your line manager.
6. School teachers have a work requirement laid down in the School Teachers Pay and Conditions Document (STPCD).
7. In case of incapacity for work, you must phone up and inform the headteacher or your line manager of your absence as soon as possible and before your normal start time. You will need to self-certificate your absence up to seven days, after which you will need to show your line manager a fit note.
8. Further particulars of any terms and conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay, can be found in the Sickness Policy which can be found on the DGAT website.
9. All staff are required to participate in an appropriate pension scheme and will be auto enrolled into the Teachers’ Pension Scheme. Details and opt out forms are available from the Teachers’ Pensions website online

[https://www.teacherspensions.co.uk/members/new-starter.aspx](about:blank).

1. In cases where employment is ended by the Trust, notice given for both full and part-time permanent staff will be the same as the notice expected from an employee as specified in point 12 and 14 below, unless this is exceeded by the statutory minimum given under the Employment Rights Act 1996:

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| --- | --- |
| **Period of continuous employment** | **Minimum period of notice** |
| One month or more but less than two years | One week |
| Two years or more but less than 12 years | One week for each completed year of continuous employment |
| 12 years or more | 12 weeks |

You will be entitled to the greater of the two options.

1. The amount of notice you are required to give your employer is:

Teacher notice periods

* The national conditions of service for teachers provide that classroom teachers, deputy headteachers and assistant headteachers other than those employed on a day to day/other short notice basis (supply) or those employed on a temporary basis (fixed term) must give two month’s notice and in the summer term, three month’s notice.
* The notice periods are based around whole school terms which mean teachers can only leave at the end of the academic term, where the terms are defined as:
  + - Summer term – 1st May to 31st August
    - Autumn term – 1st September to 31st December
    - Spring term – 1st January to 30th April
* Headteachers must give three month’s notice and in the summer term, four months’ notice.
* Teacher salaries are paid to the end of the academic term except for teachers transferring to new schools at the end of spring or summer term. Due to the nature of the holiday periods, employees transferring will be paid to the end of that term or to the day before they start in the new school, whichever is sooner.
* In the case of supply teachers, fixed-term, temporary or specific events contracts (an example of a Specific Event Contract may be a contract which terminates on the return of an employee on maternity leave) the contract expires and therefore terminates automatically on the specified date or on the occurrence of the relevant event. There is no requirement for notice to be issued in these circumstances. Fixed Term Contracts are however capable of being terminated at an earlier point by issue of notice – the relevant notice period has been specified at the start of this statement.

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Your appointment to the post of role will be for a fixed term commencing on [insert date]*.*

1. This contract will therefore automatically terminate on [insert date]. At the employer’s discretion it may be possible to offer an extension to this contract period dependent on the availability of funding and the needs of the service.
2. You will be employed in accordance with the terms of the School Teachers’ Pay and Conditions Act 1991 as set out in the current School Teachers’ Pay and Conditions Document and in accordance with the Conditions of Service for School Teachers in England and Wales (Burgundy Book) or any such document as may amend or replace it.
3. From time-to-time variations in your terms and conditions of employment will result from negotiations and agreements at national and/or local level and these will be separately notified to you, or otherwise incorporated in the documents which are available to you for reference. In either instance the effect will be that the changes are incorporated in your contract of employment.
4. Copies of all the documents referred to above are available for inspection at your workplace and on the Trust website.
5. You are not expected to work outside of the UK.
6. The disciplinary rules which apply to you will be found in the documents available in your school and can be found in the Trust’s code of conduct which can be found on the Trust website.
7. The disciplinary and dismissals procedure which applies to you can be found in the policies section of the Trust’s website.
8. If you are dissatisfied with any disciplinary decision which affects you, you should apply in the first instance to your manager or the headteacher, where your line manager is not the head teacher. If your concern involves the headteacher, you may apply to the chair of governors and the chief executive Officer (CEO) of the Trust.
9. You should make your appeal in writing to the chair of the local governing board and CEO within 10 working days of the date you receive the letter confirming the disciplinary decision.
10. If you have a grievance about your employment you should apply in the first instance to the headteacher, or if your grievance involves the headteacher, apply to your chair of the local governing board and CEO.
11. Subsequent steps in the Trust’s grievance procedures are set out in the Trust’s Grievance Policy.
12. You should make your appeal in writing to the chair of the local governing board and CEO within five working days of the date you receive the letter confirming the grievance resolution meeting decision.
13. You have the right to join a trade union and the policy of DGAT is to encourage all its employees to do so.
14. Subject to certain qualifying conditions, pregnant employees are entitled to return to their employment after absence for pregnancy. Full details are included in the Conditions of Service for School Teachers in England and Wales (Burgundy Book).
15. The policy of the Trust is not to allow smoking or vaping in any part of its premises.
16. All appointments are subject to the Code of Conduct. You must read this Code as you will be expected to adhere to its principles and requirements.