

Engagement of Short Term Supply & Fixed Term Contracts Guidance for Schools

The SNCT has agreed a number of proposals in relation to pay and conditions of service. One of the agreed changes was the way in which Supply Teachers are engaged and paid. The following guidance has been developed to give you helpful information on these changes and how it affects you when you are required to engage Supply Cover within your School.

All Supply Teachers, Area Education Offices and Teleworkers have also been issued with guidance to inform them of the new changes. This guidance will also have been provided to you however please note the FAQs in both Guidances cover similar questions that may arise from these changes.

If you require any further information it maybe helpful to contact the following:

- www.snct.org.uk
- HR Support (Operational) Team email:
Internal email address: HR Support Team 2
External email address: HRSupport2@aberdeenshire.gov.uk
- Policy Team email: hrpolicyteam@aberdeenshire.gov.uk.

Overview of changes

The SNCT has agreed changes in relation to Supply Teachers; these changes include the way in which Supply Teachers are engaged, the hours of employment, the duties they are required to perform and the salary point they are paid at depending on the type of engagement they are offered and agree to.

Short Term Supply

Teachers will be employed on short term supply where the engagement is required and agreed on a **daily basis**. This period of work must be 5 days or fewer, with short term supply teachers expected to undertake the following reduced range of duties as detailed in the SNCT handbook;

- teaching assigned classes
- correction of work, as part of ongoing class work
- maintaining a record of work
- promoting and safeguarding the health, welfare and safety of pupils
- working in partnership with support staff and other professionals in class
- contributing towards good order in the school

(SNCT Handbook, Part 2, Section 2, Main Duties, Paragraph 2.2)

Short term supply teachers will work on a **daily basis** up to a maximum of 25 hours per week, with a maximum class contact time of 22.5 hours, and 2.5 hours of non class contact time. All service under a short term supply contract will continue to count in full towards service for incremental progression.

Fixed Term Temporary Contracts:

Teachers will be engaged on fixed term temporary contracts when the period of work they are engaged for is known at the outset to be greater than 5 days in duration **or** where the short term supply engagement has lasted beyond the single, continuous period of cover of 5 days.

Fixed term contracts will also be offered in the following circumstances:

- As detailed in LNCT Agreement Circular ST2/035 Use of Fixed Term Temporary Teaching Contracts (see attached). Please note this agreement now includes the circumstance where a pattern of recurrent work is identified for example probationer cover or where regular cover is required for planned TU duties e.g. LNCT meetings
- The Head Teacher may, in exceptional circumstances, authorise engagement on a fixed term contract before the engagement extends to 5 days
- Where a part time Teacher is engaged for additional days to teach their own class or classes.
- To avoid pupils being taught by short term supply teachers for more than 5 days during an absence. The '5 day rule' applies to the absence rather than the engagement of the individual supply teacher.

Please refer to the FAQ section where examples are given of the circumstances where a fixed term contract would be offered.

Teachers on fixed term temporary contracts will be engaged as per permanent staff with regards to hours worked, duties undertaken and salary point (pro rata for part time workers)

Teachers on fixed term temporary contracts will fulfil the full range of teacher duties as detailed in the Aberdeenshire LNCT agreement covering teaching duties – www.snct.org.uk/lnctagreements.php.

For information on fixed term temporary contracts where the engagement is more than 6 months please refer to Appendix 1.

Frequently Asked Questions

General

Q. How should I arrange cover for Short Term Supply or a Fixed Term Temporary Contract?

A. If you require to engage a Teacher on a short term supply or fixed term contract you should initially contact your area Teleworker. They will arrange cover and verbally confirm with the teacher, prior to commencing cover whether the engagement will be classed as a Short Term Supply engagement (daily basis) or a Fixed Term Temporary contract. The Teacher will receive a confirmation email (a copy of which will be sent to the school) to the email address held by the teleworker, confirming the following as outlined in the Code of Practice:

- Whether it is a Short Term Supply engagement or a Fixed Term Contract referring to the LNCT Agreement which is attached.

- The reason for the engagement
- The hours to be worked

If the Teacher does not have a personal email account then you will be advised and the email sent to the school should be printed and provided to the Teacher at the start of the engagement.

If there are circumstances where cover cannot be arranged through the Area Teleworker; then cover may be arranged directly through the school. There will still be a requirement for the engagement to be verbally agreed with the Teacher and confirmed by email or in writing, as above.

Q. Why does the type and length of the engagement have to be confirmed verbally and in writing?

A. Due to the changes that have been agreed by SNCT, Supply teachers will be engaged on either Short Term Supply or on a Fixed Term Contract. The difference in the type of engagement needs to be made clear at the beginning of the cover to ensure that the cover is both paid at the appropriate rate but also that the duties covered and hours engaged are clearly defined.

Duties

Q. Can a teacher engaged on a Short Term Supply contract be required to work at parents evenings?

A. Supply teachers are not employed for any collegiate time which would include parent evenings therefore this would not be required. Likewise Supply Teachers should only be required to carry out correction of work only as part of ongoing classwork. Please refer to the SNCT Handbook (Part 2, Section 2, paragraph 2.2) for further details on the duties required of the Supply Teacher.

General Pay/Duty/Hours

Q. I have a Teacher who is part-time job-share and I have asked them to cover for their job-share colleague for a day. Do they get paid at Point 1 of the scale as the cover is for less than 5 days?

A. No, as they as covering for a class they would normally teach and will be expected to maintain the full range of duties of a Teacher they will be paid at their normal incremental point. (See SNCT Handbook, Part 2, Appendix 2.8A (2) e)

Q. I have a Part Time Teacher, currently on Point 4 of the Main Grade Scale. I may require them to cover classes for one of their colleagues who is off for 1 day. How should they be engaged to cover these duties?

A. If they are being engaged to teach their own class or classes they will be engaged on a fixed term contract at full duties, hours and normal salary point. They should claim this on a **Yellow S56** timesheet. This would apply to, for example, a part-time secondary teacher covering a timetable which included teaching their own subject to their own class or classes for part of the day. If they agree to provide cover for a class or classes they don't normally teach they will be engaged on a short term supply contract and will need to claim for their hours on a **Red S56A** timesheet and will be paid at Point 1 (or Point 0 if not fully registered) of the Main Grade Scale for the day worked. The duties required will be that of a Supply Teacher and the hours will be a maximum of 4.5 class contact in a 5 hour day.

Q. Do we have to issue the Teacher with different claim forms?

A. Yes if they are engaged on Short Term Supply cover for a total period of 5 days or less then the School should issue the Teacher with a **Red S56A** claim form to complete. If there is a requirement for fixed term cover as defined within this guidance, then the School should issue the Teacher with the **Yellow S56**

Q. What happens if I have already engaged a Teacher on Supply cover for the total number of 5 days and then I need to extend the cover to 7 days?

A. If this situation arises then you should agree a daily engagement for the first five days and then agree a fixed term engagement for the extension beyond the initial 5 day engagement to the 7 days. The Teacher will claim on a **Red S56A** for the first 5 days and then claim on the **Yellow S56** for the remaining 2 days.

Q. I have been covering an absence on a Short Term Supply engagement for 5 days. I have a requirement to extend this cover to the following week however the current Supply Teacher covering this is unable to. Will the Supply Teacher who covers the absence the following week be engaged on a short term contract or will they automatically go on to a fixed term contract?

A. The initial teacher covering the absence should be offered the fixed term contract where it is clear that the requirement will extend beyond 5 days. If this teacher is unable to accept the fixed term engagement any further cover should be agreed on a fixed term basis. This should cover the full range of duties for up to 35 hours a week and claimed on the yellow S56 form.

Similarly if one teacher has covered the first three days of an absence and then another teacher covers the remaining days then a fixed term contract should be issued on the sixth day of absence and not once the second supply teacher has done 5 days (i.e. on the ninth day of absence in this example).

Q. I have covered a period of sickness for a period of 5 days on a short term supply basis, then, after the 5th day I required cover for a further 3 days – does the Supply Teacher claim for the maximum 25 hours for the whole 8 days?

A. No for the first 5 days they would be engaged on a short term supply on a daily basis on reduced hours, duties and at Point 1 (or point 0 if not fully registered) and would claim on a **Red S56A** timesheet for the hours worked up to a maximum of 25 and for the 6th and subsequent days they would be engaged on a fixed term temporary contract with the full range of duties and will claim on the **Yellow S56** for the hours worked up to a maximum of 35 hours per week (or pro rata if part time) at their normal incremental point.

Q. If I have engaged Short Term Supply to cover 3 days for a Teacher and then at the end of the 3 days I need cover for an additional 4 days for a different Teacher within my School is this classed as one engagement?

A. No this would be classed as 2 separate engagements, one for 3 days and one for 4 days. It remains as two separate engagements even if the same supply teacher completes all 7 days on short term supply.

Q. How do we access the new Red S56A claim forms?

A. They will be mailed out to all Schools during the summer holiday period and will be in your School for the start of the new term

Working Hours

Q. What are the maximum hours that can be claimed in any one week as a Short Term Supply Teacher covering for 5 days or less?

A. The **daily engagement** will be a maximum of 4.5 hours class contact time in a 5 hours day. The Supply Teacher will not be employed for more than one discrete block in any one day. In secondary schools where the length of the engagement of 5 hours is less than the school day of 5.5 hours, you should ensure that the Supply Teacher is advised of the times of their employment. The maximum amount of hours they can claim in any one week on a Short Term Supply Basis is 25. This comprises of a maximum of 22.5 hours class contact time and 2.5 hours non class contact time. Their **daily** working hours will be confirmed by the teleworker or HT prior to commencement of their short term supply engagement. See the Short Term Supply Teachers Ready Reckoner on page 5 for further information

Q. Is this different if they have been asked to cover on a Fixed Term Contract lasting 10 days from the outset?

A. Yes if they have been asked to cover a period of 10 days from the outset then they will fulfil the full range of duties of a Teacher and will be engaged for 35 hours per week or on a pro rata basis if engaged on a part-time fixed term contract.

Notice Periods

Q. What notice periods would need to be given to a Teacher in relation to any supply or temporary engagements?

A. If you have been engaged a Supply Teacher on a short term supply basis you should ensure that they receive 24 hours notice (if already engaged for one day) if there is no further need for the cover. If the short term supply engagement is cancelled with less than 24 hours notice they are entitled to claim for any hours they were booked to work that day. For temporary contracts, a notice period of 4 weeks should be given in most circumstances. However, in cases such as where an employee returns from sickness absence a minimum of 1 day's notice will be given where the engagement has lasted less than one month and a minimum of 1 week's notice where the engagement has been one month or more. In the unlikely event that the engagement has lasted two years or more, a minimum of one week's prior notice per year is required. Please refer to the attached LNCT agreed ELL Circular: Use of Fixed Term Temporary Teaching Contracts.

Short Term Supply Teachers Ready Reckoner
Calculation of hours to be claimed by teachers on short term supply contracts

FTE	Class Contact Time		Time to be claimed for salary payment		Decimal equivalent to be entered on salary claim form
	Hrs	Mins	Hrs	Mins	Hrs
1.0	22	30	25	00	25.00
0.9	20	15	22	30	22.50
0.8	18	00	20	00	20.00
0.7	15	45	17	30	17.50
0.6	13	30	15	00	15.00
0.5	11	15	12	30	12.50
0.4	9	00	10	00	10.00
0.3	6	45	7	30	7.50
0.2	4	30	5	00	5.00
0.1	2	15	2	30	2.50

One day consists of 4½ hours class contact in a 5 hour day.

Please note - If the class contact time in any day exceeds 4½ hours they should claim for the class contact time plus 11.11%. Where the engagement lasts beyond one day, the time can be aggregated up to the weekly maximum of 22½ hours class contact in a 25 hour week.

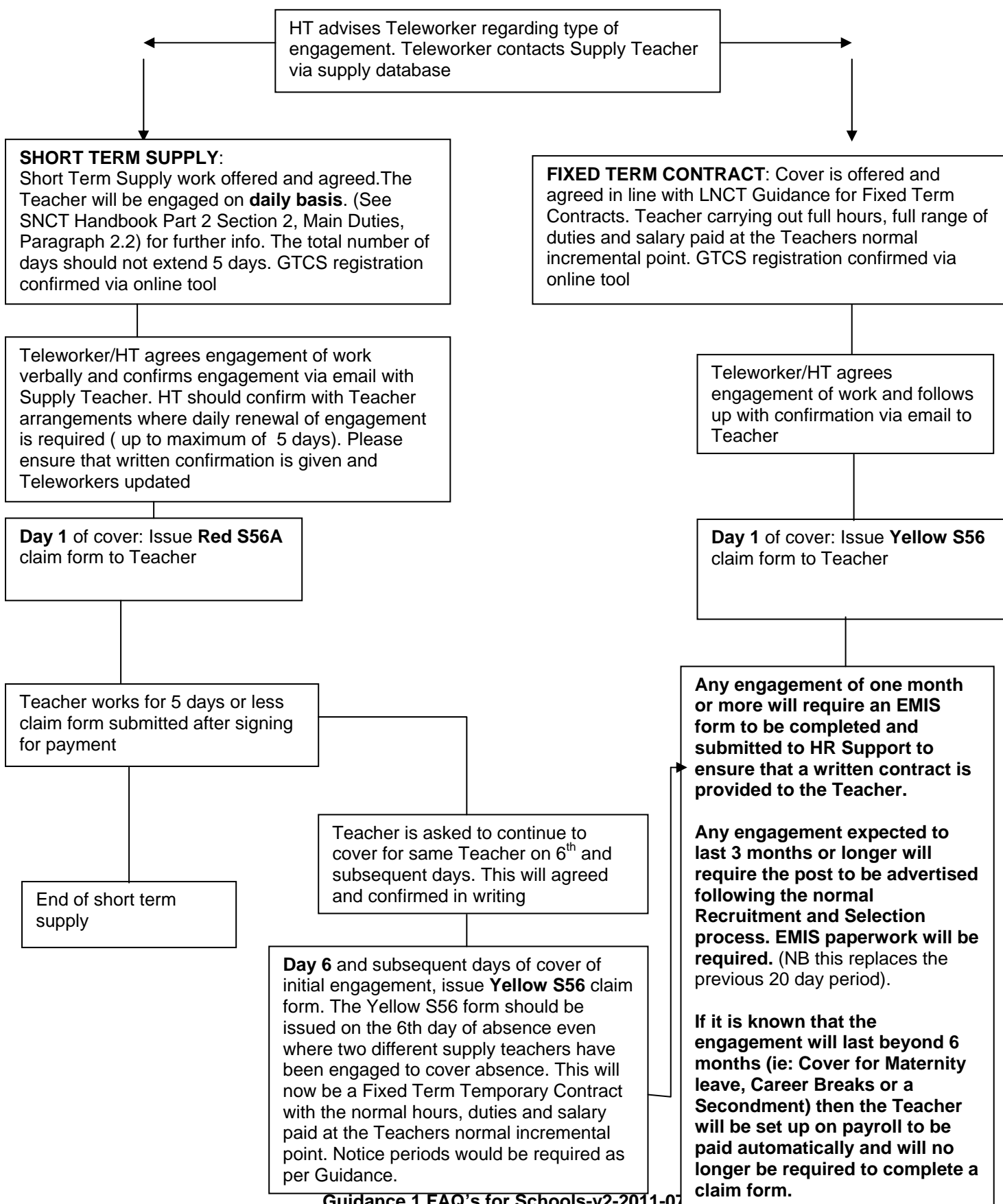
For further information on the Code of Practice on Short Term Supply please go to http://www.snct.org.uk/wiki/index.php?title=Appendix_2.8A

Fixed Term Teachers Ready Reckoner
Calculation of hours to be claimed by teachers on fixed term contracts

FTE	Class Contact Time		Time to be claimed for salary payment		Decimal equivalent to be entered on salary claim form
	Hrs	Mins	Hrs	Mins	Hrs
1.0	22	30	35	00	35.00
0.9	20	15	31	30	31.50
0.8	18	00	28	00	28.00
0.7	15	45	24	30	24.50
0.6	13	30	21	00	21.00
0.5	11	15	17	30	17.50
0.4	9	00	14	00	14.00
0.3	6	45	10	30	10.50
0.2	4	30	7	00	7.00
0.1	2	15	3	30	3.50

For further information regarding the Code of Practice on the Use of Fixed Term Temporary Contracts please refer to the attached LNCT agreed ELL Circular : Use of Fixed Term Temporary Contracts

Guidance for Schools Engagement of Short Term Supply & Fixed Term Engagements



FIXED TERM TEACHERS GUIDANCE

THIS GUIDANCE ONLY APPLIES TO TEACHERS EMPLOYED ON A FIXED TERM CONTRACT LASTING SIX MONTHS OR MORE

As of 15 August 2011 teachers employed on a fixed term contract lasting six months or more will be paid automatically, this includes promoted and un-promoted contracts.

Un-promoted fixed term teachers on a contract lasting less than six months should claim by yellow S56 timesheet.

Promoted fixed term teachers on a contract lasting less than six months should claim by **Temporary Responsibility Payments Form**. For more information on teachers acting up please refer to the **TRP Guidance on Arcadia/Tools and Resources/EMIS/Guidance**

Anyone in post from the 15th August 2011 or after will be paid automatically where their fixed term contract is due to last for a further six months whether that is the initial length of the contract or the length of an extension to the contract. If a teacher is initially employed for three months and the contract is extended by another four months, they will not be paid automatically since at no point was the contract expected to last a further six months from any given point. However, if they were employed for an initial three months and the contract is extended by a further six months, then they will be paid automatically.

Teachers who are currently employed on a fixed term contract which is expected to continue for six months or more from 15 August 2011 should also be paid automatically. Your Head Teacher will confirm with you the arrangements regarding this.

Forms

To ensure the teachers affected are paid correctly the school must submit an EMIS Employee Form along with the usual recruitment paperwork as usual to start the teacher in post, detailing the length of time the contract is for and the reason for the cover e.g. maternity cover.

If the teacher is currently on the temporary/short term supply payroll the school will need to send in an EMIS Employee Form to remove them. The date of termination should be the day before the new fixed term appointment begins.

If the teacher is currently on a fixed term contract which was initially due to last for less than six months and an extension of over six months is given the school should send in an EMIS Employee form to terminate them from the temporary/short term supply payroll and an EMIS Employee form to start the

teacher in the post to be paid automatically for the remainder of the contract. The teacher should stop claiming their hours by timesheet as of the start date on the EMIS Employee form.

Pay Dates

Teachers on a fixed term contract lasting over six months will be paid on the last working day of the month. Teachers who continue to claim by timesheet will be paid in the middle of each month.

Holiday Pay

The annual leave entitlement of a full time teacher or music instructor is 40 days. All teachers and music instructors will accrue paid leave on the basis of 0.2051 of a day for each day worked including any family leave, days of sickness absence and any other form of paid leave excluding annual leave.

Teachers who are paid automatically will receive a monthly payment of their annual salary divided by 12. When their fixed term contract comes to an end, then any unpaid holiday pay will be included in, or any overpaid holiday pay will be deducted from, their final salary.

Ending the Fixed Term Contract

The school must ensure that the appropriate written notice is given to the teacher before the end of the fixed term contract. The school **must** also send an EMIS Employee termination form to HR Support **at least four weeks** before the teacher is due to finish. This will ensure that there is no overpayment. If no EMIS Employee Form is received the teacher will continue to be paid automatically.

When payroll receive the EMIS Employee Form signalling the end of the automatic payment, the teacher is terminated from the payroll system. If the teacher continues/starts to do short term supply work or begins another fixed term contract lasting under six months they will need to ask the first school they then work in to complete an EMIS Employee Form to ensure they are paid on time.

Pro forma emails from school to supply teacher :

Fixed Term Temporary Engagement (must be issued for each Fixed Term engagement)

Where there is a requirement for a fixed term engagement of one month and less than three an EMIS employee form must be forwarded to HR Support in addition to this written confirmation.

Where there is a requirement for a fixed term engagement of 3 months or more then the normal recruitment process should be followed (however it is noted that a shorter period of temporary engagement may be required to cover the vacancy until it is successfully recruited)

Template email wording

You have been engaged on a fixed term temporary basis to work at school to cover INSERT REASON. This will start on and continue until .

You will be paid at your current incremental point on the Main Grade Scale (Point 0 if not fully registered). The daily rate of pay will be 1/235 of the annual rate of salary (pro rata for part time teachers). For up to date salary scales please refer to the SNCT Handbook, Part 2, Section 1 (link)

You should claim for 7 hours per day for a 35 hour week (pro rata for part-time teachers). The school will give you a yellow S56 timesheet for you to claim the hours you work.

For a list of the duties you are expected to perform as a fixed term temporary teacher please refer to the SNCT Handbook, Part 2, Section 2 (link)

NOTE : For Fixed Term Engagements of a period of one month or more please insert the following

You will shortly receive a contract of employment detailing the terms and conditions of your engagement, including information on annual leave and notice periods.

If you require further information please contact

Short Term Supply Engagement (must be issued daily for every Short Term Supply Engagement)

Template email wording

You have been engaged on a short term supply basis to work at _____ school to cover _____ INSERT REASON on the following day: _____ INSERT DATE of daily engagement.

The hours of work on short term is a maximum 25 hours per week , with a maximum of class contact of 22.5 hours (see FAQs and ready reckoner for claiming for daily engagements which do not cover full week). You will be paid at Point 1 of the Main Grade Scale (Point 0 if not fully registered). Pay will be calculated on an hourly rate which is calculated on the basis of 1/6345 of the annual rate of salary.

WHERE PUPIL DAY LONGER THAN 5 hours (e.g. secondary schools)

You must either employ the supply teacher for longer than 5 hours per day or make clear when during the school day they are not employed to reduce their employment to 5 hours. Include one of the following in all your emails for short term supply

The length of the pupil days is _____ .

You are employed for the full school day OR

You are employed for 5 hours and the period from _____ to _____ will be deemed as an additional unpaid personal break.

The school will give you a red S56A timesheet for you to claim the hours you work.

For a list of the duties you are expected to perform as a short term supply teacher please refer to the [SNCT Handbook, Part 2, Section 2](#) (link)

If this is your first engagement as a Short Term Supply Teacher with Aberdeenshire Council you will shortly be sent a full contract of employment detailing your terms and conditions for this type of engagement.

If you have previously worked as a Short Term Supply Teacher you should have already received this and so for further information regarding your terms and conditions please refer to your contract of employment.

If you require further information please contact

The pack sent out also includes the following three documents:

SNCT Appendix 2.8 Code of Practice on the use of Fixed term temporary contracts.

http://www.snct.org.uk/wiki/index.php?title=Appendix_2.8

SNCT Appendix 2.8A Code of practice on short term supply

http://www.snct.org.uk/wiki/index.php?title=Appendix_2.8A

Aberdeenshire LNCT agreement on the Use of Fixed term temporary contracts/transfer to permanency. See circular ST2/035 which can be found here

<http://www.snct.org.uk/lnctAgreements.php>