



LEAVING YOUR JOB

notice periods for teachers

GUIDANCE FROM THE NATIONAL UNION OF TEACHERS

This briefing gives NUT guidance on notice periods and resignation dates and on payment during notice periods.

NOTICE PERIODS AND RESIGNATION DATES

The Burgundy Book national conditions of service agreement for teachers provides that classroom teachers, deputy headteachers and assistant headteachers are under two months' notice and in the summer term, three months' notice, terminating at the end of that school term.

For the purposes of resignations and notice periods, the dates of the three school terms are deemed to be:

- for the autumn term, from 1 September to 31 December inclusive;
- for the spring term, from 1 January to 30 April inclusive;
- for the summer term, from 1 May to 31 August inclusive.

Therefore, teachers who wish to leave their jobs should observe the following deadlines when giving their notice:

- to leave at 31 December, give notice by no later than 31 October;
- to leave at 30 April, give notice by no later than 28 February (29th in a leap year);
- to leave at 31 August, give notice by no later than 31 May.

It is important to note that these provisions only allow teachers to resign their posts with effect from the end of term. There is no right to leave at half term unless this is mutually agreed by the teacher and the school (see below).

Headteachers are under three months' notice and in the summer term, four months' notice. They must therefore give notice one month earlier than the above dates.

PAY DURING THE NOTICE PERIOD

Teachers resigning their posts and giving the appropriate notice will be paid up to and including the last day of term as defined above, even though school holiday periods will start earlier than these dates. However, a teacher who resigns at the end of the spring term to take up another teaching post in a different LEA will be paid up to the day before the new school opens for the summer term if this is earlier than 1 May.

Where any teacher resigns at the end of the spring term and is leaving teaching, the school could, and probably would, expect the teacher to be available for work up to 30 April given that the teacher would be paid for the whole of that month. In some circumstances, however, it might be possible for the teacher to leave at the end of the spring term, particularly if the replacement teacher is starting after the Easter holiday.

The only exceptions to the above might be where a teacher's contract specifically provides otherwise. Teachers employed on temporary or fixed term contracts might, in particular, find different provisions relating to notice in their contracts. Any NUT members who have such provisions in their contracts should contact their NUT regional office or, in Wales the NUT Wales Office, NUT Cymru, for advice and assistance.

WHAT IF THE DEADLINE FOR NOTICE IS MISSED?

Teachers who give in their notice after these deadlines will not have the automatic right to leave their posts

until the end of the following term. Also, as noted earlier, there is no right to leave at half term no matter how much notice is given of the teacher's wish to do so.

Teachers who leave their posts without giving the required notice will be in breach of contract. Although contracts of employment cannot be enforced in that teachers cannot be prevented from leaving their jobs or working elsewhere, the teacher could be sued for any costs incurred by the school as a result of their breach of contract and, of course, the teacher's conduct would be likely to affect any reference given by the school in future.

However, in cases where teachers have missed the deadline for notice or wish to leave other than at the end of term, the strict notice requirements can be waived by mutual agreement with the school. The NUT would hope that reasonable consideration would be given to doing so.

LEAVING YOUR JOB AFTER MATERNITY

Teachers taking maternity leave who do not wish to return to work are subject to notice provisions in the usual way. It is, however, open to the employer to waive the full notice requirements. The NUT expects employers to be sympathetic to the needs of teachers whose circumstances will have changed once their child is born.

National Union of Teachers
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