

SCHEDULE 2

TRANSFER OF STAFF

PART I

1.—(1) Where—

- (a) a community or voluntary controlled school changes category to become a foundation or voluntary aided school; or
- (b) a community special school changes category to become a foundation special school,

the contract of employment between a person to whom this paragraph applies and the local education authority shall have effect from the implementation date as if originally made between that person and the governing body.

2. Without prejudice to paragraph 1—

- (a) all the local education authority's rights, powers, duties and liabilities under or in connection with the contract of employment shall by virtue of this paragraph be transferred to the governing body on the implementation date; and
- (b) anything done before that date by or in relation to the local education authority in respect of that contract or the employee shall be deemed from that date to have been done by or in relation to the governing body.

3. Subject to paragraph 4, paragraph 1 shall apply to any person who immediately before the implementation date is employed by the local education authority to work solely at the school in question.

4. Paragraph 1 shall not apply to—

- (a) any person whose contract of employment terminates on the day immediately preceding the implementation date; or
- (b) any person employed by the local education authority to work at the school solely in connection with the provision of meals.

5. A person who before the implementation date has been appointed by the local education authority to work at the school as from the implementation date or a date thereafter shall be treated for the purposes of paragraph 3 as if that person had been employed by the local education authority immediately before the implementation date to do such work at the school as he or she would have been required to do on or after that date under his or her contract of employment with the local education authority.

6. Paragraphs 1 and 2 are without prejudice to any right of an employee to terminate the contract if a substantial change is made to the employee's detriment in his or her working conditions, but no such right shall arise by reason only of the change in employer effected by these Regulations.