



Support Services
for Education



Secondment Policy

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SECONDMENT POLICY

1. POLICY OVERVIEW

- 1.1 It is important that the schools workforce is flexible and can adapt to change. Secondments are one way flexibility can be achieved and can provide mutual benefits to both the school and to employees.
- 1.2 This document sets out the framework to be followed during a secondment and incorporates good practice guidance.

2. INTRODUCTION

- 2.1 Ravenswood School recognises that staff secondments are a valuable way of providing cost effective opportunities for staff development and/or a way to meet short-term needs to undertake a specific piece of work, often in the form of a project that will run for a fixed duration, or to cover temporarily vacant positions due to e.g. maternity leave. In addition secondments have the potential to bring schools closer together to strengthen working relationships, collaboration and school to school partnerships. As such the school and employee can mutually benefit from a secondment arrangement.

2. DEFINITION

- 2.1 A secondment is a short-term development opportunity that allows a member of staff (the 'seconded') to gain additional work experience and skills through working in a different school (host school), different role, or different team within the same school for an agreed period of time for a specific purpose, at the end of which they will return to their substantive post within the substantive school.
- 2.2 Any vacant job advertised as a fixed term post has the potential to become a secondment opportunity.

3. SECONDMENT OPPORTUNITIES ACROSS SCHOOLS

- 3.1 The usual recruitment procedures should be followed when a secondment opportunity is identified to ensure transparency and equal opportunities for all staff.
- 3.2 When advertising a fixed term post the recruiting school will consider outlining within the job advertisement that the role could be considered as a secondment opportunity.

4. WHO IS ELIGIBLE FOR SECONDMENT?

- 4.1 Secondment opportunities should be available to all staff and these will not be unreasonably refused. There may, however, be service or operational requirements, which could lead to an application being declined.
- 4.2 All staff are eligible to apply for a secondment, upon satisfactory completion of one year's service within the substantive school.

4.3 Requests will not be accepted or considered where the individual concerned is:-

- Subject to any ongoing formal procedure (i.e. Disciplinary or Capability).
- Currently employed on a fixed term contract that is due to expire before the secondment would come to an end (In these circumstances the member of staff could explore with the school offering the secondment opportunity (the 'host school'), an appointment on a fixed term contract Where this is offered by the 'host school' the member of staff may need to resign from their employment in order to take up a fixed term contract with the host school).

5. REQUESTING A SECONDMENT

5.1 In all cases it is recommended that the employee discuss the secondment opportunity with their Headteacher and Governing Body **before** applying.

North Somerset School Employees

5.2 Individuals must clearly indicate in their application and/or expression of interest that they are seeking to take up the internal (ie within the substantive school) /external (within a different school) opportunity on a secondment basis.

5.3 Any offer of appointment will be subject to substantive Governing Body's approval.

5.4 Employees should use the form in Appendix 1 to formally request release for a secondment opportunity. This form is designed to detail the nature of the secondment and the justification along with the benefits, to both the individual and substantive school.

6. MAKING THE DECISION TO APPROVE OR DECLINE THE APPLICATION FOR SECONDMENT

6.1 It is important to note that there is no right to be released for a secondment, however the Governing Body must seriously consider every secondment application and is encouraged to take a proactive and positive view, focusing on the benefits that the opportunity may give to the individual and to their existing team on return and weighing these against the risk of service disruption. When considering the application the Governing Body should look at:

- The development needs of the individual
- The type of experience that would be gained through secondment
- The benefits to the substantive school
- The benefits to the individual
- The current and future needs of the service
- Current staffing levels
- The ability to create additional development opportunities for a wider group of staff during the secondment period.

This is not an exhaustive list.

- 6.2 The Headteacher/Governing Body may with the employee's permission contact the host school should they wish to gather further information to help them make an informed decision as to the benefits that might arise.
- 6.3 The Governing Body must be able to justify how their decision was reached giving genuine business reasons.
- 6.4 The completed application form (Appendix 1) must be returned to the Governing Body, for consideration as part of the recruitment and decision making process.

7. MANAGEMENT OF SECONDMENTS

- 7.1 In order to manage the secondment effectively, there are a number of factors that need to be addressed before, during and after the secondment. Appendix 2 gives a checklist to use as a guide.

8. KEEPING IN TOUCH

- 8.1 Staying in contact with the Secondee is essential and provisions for this must be agreed in writing prior to the Secondee's release. The responsibility for this will be mutual, where both the substantive manager/Headteacher and secondee will be responsible for keeping in touch.
- 8.2 This is important for longer-term secondments, as changes in skills, working practices, cultures and new technology may occur that will affect the individual when they return; keeping in contact should minimise the impact of any changes. It is also important to keep the Secondee informed of any organisational change issues.
- 8.3 Examples of keeping in touch could be in the form of emails, 1:1 meetings and sending the Secondee regular updates or news bulletins.

9. LENGTH OF SECONDMENT

- 9.1 Secondments can last up to a maximum of two years. The period of the secondment must be agreed and clearly defined at the outset. Any subsequent extensions must be agreed in writing by the substantive manager/Headteacher, the Secondee and the host manager/Headteacher.

10. EARLY TERMINATION OF A SECONDMENT

- 10.1 It may be necessary to end a secondment earlier than anticipated (for example, if the Secondee returns earlier than expected or due to the capability in the seconded role of the Secondee, or the long term sickness of the Secondee). (**Note: these are only indicative examples.**) Four weeks' notice of early termination will normally be given by the relevant party to the Secondment Agreement, unless stated differently in the Secondment Agreement.

10.2 The line manager/Headteacher for the substantive post will be notified at the earliest opportunity as an early return will have repercussions on the cover arrangements that have been put in place for the expected duration of the secondment.

10.3 Where another employee has been covering the post vacated by the Secondee, possibly also via a secondment arrangement, it may mean the early termination of that arrangement. It is important that the contractual arrangements for such temporary cover provide the flexibility to end the arrangement early.

11. TERMS AND CONDITIONS OF SECONDED EMPLOYEES

11.1 Secondments may be used in order for employees to move to another school without transferring wholly to this school. Employees on secondment retain their normal terms and conditions and their employment status is not affected.

11.2 At the end of the secondment, the Secondee will revert to their substantive post.

11.3 Upon return to their substantive post, any relevant pay awards and incremental progression will have been made so that the Secondee returns to the same spinal column point that would have applied had the secondment not occurred. The same principle will apply to Secondee's who choose to second to a lower graded post.

11.4 However, if an employee seconds to a post that is the same grade as their substantive post they will do so on the same spinal column point and will continue to receive incremental progression in this post as they would in their substantive post.

11.5 An Secondee seconded to a post of a higher grade will be entitled to all of the benefits applicable to the post for the duration of the secondment period. The Secondee will revert to terms and conditions of their substantive post when they return to their substantive role.

12. CONTINUITY OF EMPLOYMENT

12.1 Time spent on secondment with the host school delete will not affect continuity of employment and associated terms and conditions. An Secondee will remain subject to the substantive school's policies and procedures for the period of their secondment.

13. CONFIDENTIALITY AND RECORDS

13.1 All individuals involved in the implementation of a secondment have a responsibility to maintain the confidentiality of personal information in their possession.

13.2 All records will be kept confidential, used and retained in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

14. OTHER RELEVANT POLICIES

Schools Model Fixed Term Contracts Policy

All our policies and guidance can be found at

www.supportservicesforeducaton.co.ukwww.supportservicesforeducaton.co.uk

APPENDICES



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APPENDIX 1

Application to undertake a secondment

Section 1: To be completed by the employee applying for a secondment:

Please give details of the secondment, duration and your reasons for wishing to apply (this can be submitted on a separate letter or report and attach to this application). Please submit this to your Headteacher.

Signed:

Date:

Section 2: For completion by the substantive Headteacher (see section 7 of the policy for guidance)

I support/do not support* (delete as necessary) this application for a secondment.
My reasons are:

Signed:

Date:

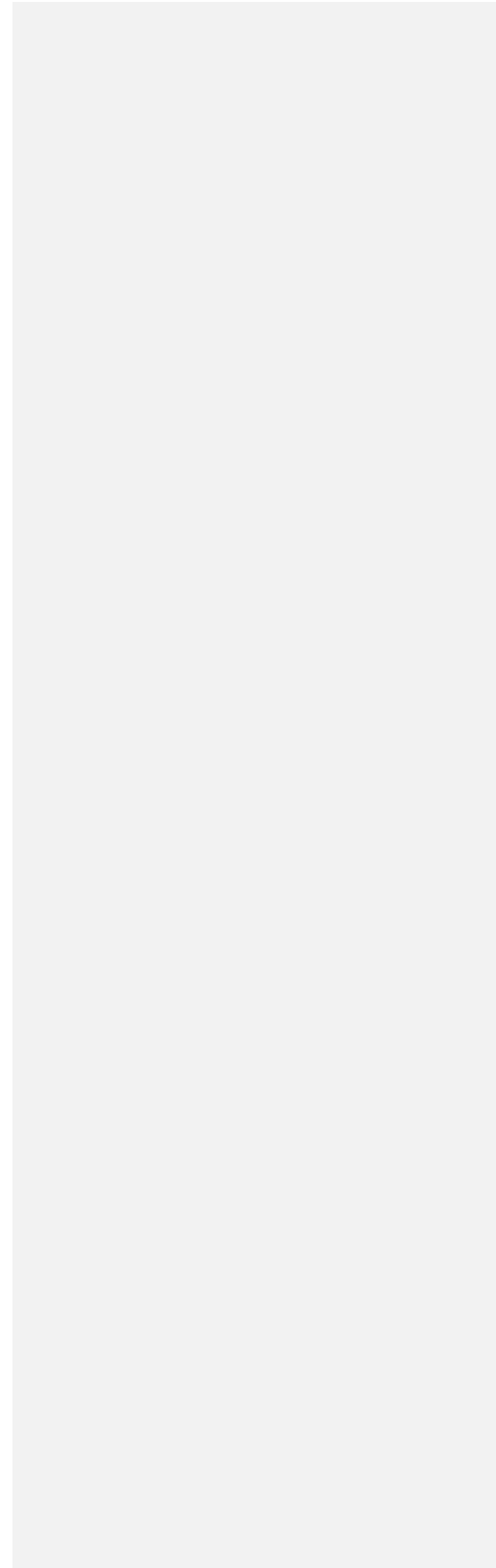
Please discuss your comments with the applicant and retain a copy on the employee's personal file.

APPENDIX 2

Secondment checklist

Check-list: prior to secondment commencing	Date completed / notes
Employee eligibility criteria met (see section 5 of the Secondment Policy)	
Pre-employment checks completed if applicable (DBS / medical check / references)	
Application to undertake a secondment form (Appendix 1) completed and approved by substantive Headteacher.	
Who the secondee will be employed by during the secondment term i.e. will the secondee continue to be employed by their current employer or will they be directly employed by the organization within which the secondment opportunity lies?	
Length of secondment agreed.	
Keeping in touch arrangements agreed (see section 9 of the Secondment Policy)	
Secondment agreement completed (for external secondments only)	
Training and development needs identified.	
Appraisal arrangements agreed.	
Check-list: after the secondment	Date completed / notes
Hand over of supervision / performance management and appraisal notes.	

Reintroduction into workplace.	
Training and development needs identified.	



APPENDIX 3

Model Secondment Agreement for External Secondments (between schools)

It is the intention of the parties that this secondment agreement should constitute a legally binding contract between the parties.

This Agreement is made between:-

- XXXX of XXXX (“**host school**”)
- XXXX of XXXX (“**the substantive school**”)
- XXXX of XXXX (“**the employee/seconded**”).

Employment Status

XXXX remains an employee of (enter name of substantive school), seconding to (enter name of host school) on temporary and voluntary terms and will transfer back to their substantive post with (enter name of substantive school) following the completion of the secondment.

The parties have agreed that the employee will provide his/her services to (enter name of host school) pursuant to the terms as outlined in this Agreement.

Duration

The start date of this secondment will be the [date] and, subject to early termination as provided for in this Agreement, is expected to last until [date] or the return of the substantive postholder whichever is the sooner.

Any extension to the length of this Agreement can only be made with the written consent of all parties.

Termination of the Agreement

This Agreement may be terminated early by any party subject to the Agreement during the term on provision of a minimum of 4 weeks written notice to the other parties. Otherwise, this agreement will automatically terminate upon the expiration of the term, in which case no notice will be given.

Job title and duties

During the secondment the employee will work as XXXX

The host school will provide a written job description and discuss the duties. Any changes must be discussed in full and recorded in writing.

Place of work

The employee will be based at (enter name of host school) for the duration of the secondment.

The host school refers the right to transfer the employee to such alternative posts appropriate to their grade and/or to alternative work places as is considered reasonable. Any such transfer would be subject to relevant consultation.

Hours of work

Standard school hours are [number of hours] per week. The employee's hours of work during the secondment will be [hours of work] per week.

Periods of leave

In the event of sickness, the employee shall notify both the host school and the substantive school in accordance with the agreed procedure of each party.

Long term sickness absence or continued intermittent absences, may result in the secondment arrangement being terminated early by the substantive school or host school. The normal procedures of the substantive school will be used to manage any sickness absence concerns with the employee.

Health and Safety

The host school shall ensure that the employee observes the health and safety policies and procedures and maintains a safe method of working. The employee shall be responsible for ensuring the health and safety of themselves and others while at work and the employee shall observe all safety instructions given to them from time to time by the host school.

Intellectual Property

All intellectual property rights associated with any intellectual property arising from the services during the period of the secondment shall belong to the host school.

Confidentiality

The postholder is not permitted, during or after the termination of the secondment, to use or disclose to anyone (other than in the proper course of their employment) any information of a confidential nature relating to the host school or substantive school, employees, pupils/students and other service users, including, but not confined to business information and intellectual property.

Grievance and discipline

All matters of grievance and discipline arising during the period of the secondment shall be dealt with by the substantive school using the normal procedures adopted by the substantive school.

The host school agrees to co-operate fully with the substantive school to resolve any disciplinary matters or grievances raised by the employee.

The host school undertakes to report to the substantive school, at the earliest possible opportunity, all matters which may require disciplinary investigation by the substantive school.

Line management and performance review

Day-to-day line management responsibilities will be undertaken by the host school, including agreeing and reviewing objectives with the Secondee and ensuring these are met. Formal performance management and appraisal will be undertaken by the host school. This general rule applies to Teachers who may apply to go from the main to the upper pay ranged and to teachers on the unqualified, main, upper, lead practitioner and leadership pay ranges (see the current School Teachers' Pay and Conditions Document).

When the Secondee returns to their substantive school, the host school will, when consulted by the Headteacher of the substantive school, share any recorded information about performance that is necessary to assist the substantive school in assessing the performance of a teacher on the unqualified, main, upper, lead practitioner or leadership pay ranges in order to establish whether pay progression is appropriate (or where relevant in the case of a teacher on the main pay range in order to establish whether progression to the upper pay range is appropriate). (For further information, see the current STPCD and the school's pay policy.)

Costs and Salary

During the duration of the secondment the employee will be paid a salary of [amount and in words] per annum as agreed by the host school.

Set out arrangements agreed between schools for payment of salary/pension contributions

Substantive School

I hereby agree the above terms and conditions on behalf of (name of the substantive school):

Signed:	
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Date:	
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Name:	
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Host School

I hereby agree the above terms and conditions on behalf of (name of host school):

Signed:	
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Date:	
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Name:	
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Employee

I hereby agree to the above terms and conditions:

Signed:	
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Date:	
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Name:	
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