

## Bourne Education Trust Managing Secondments Policy

### Introduction

A secondment is defined as: the temporary transfer of an employee to another service, project or external organisation. It is intended to provide a solution to an area of staff shortage and/or a development opportunity. In the event that the secondment is providing a short-term solution, the appointment may not follow the trust's standard recruitment & selection policies. Secondment is always a voluntary agreement between the Trust and an employee. An employee cannot be forced to undertake a secondment neither can they demand that the Trust allow them to undertake a secondment.

### Aims of the Trust

This policy will help to deliver the aims of the Bourne Education Trust in the following ways:

- *promoting ambitious expectations for individual improvement to achieve excellence for all*, by allowing staff to pursue secondment opportunities, thus increasing their skill sets and learning. Upon their return, the experience gained by staff on secondment is a benefit to pupils. Individual improvement of both staff and students is therefore increased. Furthermore, the secondment of staff into the school exposes pupils to new mentors, with different skills, thus increasing their learning potential.
- *valuing communication and providing the time and opportunity to make it effective*, by communicating with staff and listening to their career aspirations, and then making these a reality through, amongst other things, secondment to other departments and external organisations.
- *promoting a happy, healthy atmosphere of security, trust and respect*, by ensuring that staff are happy in their roles (as discussed above), and that the needs of staff and students alike are respected when considering secondment options.
- *empowering all individuals equally and so meeting diverse needs*, by empowering all staff to achieve their full career potential and also by ensuring that the learning needs of all pupils are met by, amongst other methods, the use of secondment to maximise the skills and experience of teaching staff.
- *celebrating achievement for everyone*, through effective use of secondment to allow both staff and pupils to achieve their targets.

### Rationale

The Trust believes that secondment within a School can be an effective way of increasing workforce flexibility and developing employee capacity. In order to make best use of this facility it needs to be used properly. This policy outlined the framework within which secondments can be used to benefit both the Trust and the employee.

### **Scope**

This policy applies to permanent employees of the School who have been in post for more than 12 months. It will not apply to employees with casual contracts or employees with temporary or fixed-term contracts.

### **Roles and Responsibilities**

The Trust will have a strategic role to monitor, evaluate and scrutinise the operation of this policy to ensure their overriding objectives are achieved. The Local Governing Bodies have delegated responsibility through the schools' personnel committees to monitor the effectiveness of secondments at a local level. These committees will receive an annual update on secondments. Where a change in this policy is required this will be forwarded to the Trust Board after appropriate consultation with staff and Local Governing Bodies.

The Executive Headteacher supported by the Director of Finance & Operations and school Headteachers will have operational responsibility for implementing this policy and ensuring that appropriate cover can be accommodated. This will be achieved by being responsible for ensuring procedures are in place to maintain a detailed calendar of school events/activities, inclusive of teaching timetables, the monitoring of sickness and other absences, together with ensuring secondment applications are considered reasonably.

Senior Management will provide the Headteacher with the information they require to carry out their role, in terms of what cover maybe needed to support the secondment.

### **Types of secondment**

#### **External**

A trust employee remains under contract to the Trust but is based in another, external organisation for a defined period of time. The employee retains all existing Trust terms and conditions, including continuous service, employment policies and existing pay and pension arrangements. The conditions of the secondment however may add terms and conditions over and above those of the Trust.

#### **Internal**

A Trust employee is temporarily working for another part of the Trust than their normal place of or in another role within their substantive school for a short-term, defined period of time with a view to returning to their substantive post at the end of the period. The terms and conditions may temporarily change for the duration of the secondment and the individual would automatically revert back to their substantive terms and conditions at the end of the secondment.

#### **Incoming**

An employee of an external organisation is temporarily carrying out a specific role in the Trust whilst maintaining their contract with their substantive employer for a defined period of time, at the end of which they return to their substantive employer. The individual is not eligible for Trust terms and conditions, but may be subject to Trust practices related to health and safety etc. The secondee is not an employee of the School and cannot therefore be considered for any internal vacancies that may arise.

### **Duration**

Secondments are expected to be for a maximum duration of 2 years. An extension beyond this point may require the employee to relinquish their substantive post within their home school as secondment beyond two years has a significant effect on the terms of employment. If at any time the secondment school /

external organisation wishes to confirm the seconded position as permanent, the Headteacher and Governing Body of the substantive school must be consulted in the first instance.

### **Terms of Employment**

The agreement to take up a secondment will be formalised in writing (see Appendix A) indicating the intended period of the secondment. The standard term is two years with a one year break point with either side to give a term's notice of the intention to cease the secondment.

Pay will usually be at the grade of the secondment post. A school may agree to pay the difference in salary where this is lower than the employee's current grade. In the event that the secondment is within the trust the secondee will be transferred to the pay roll of the secondment school but this has no effect on the right of the individual to return to their substantive (original) post.

If the secondment is for two years or less the employee will return to his or her substantive post. If the secondment is for more than two years but less than four years, the employee will return to the same type of work but this may be within a different department. The employee will usually return at the substantive pay level including appropriate increments. (Note: if a Teacher undertakes a secondment for more than 2 years, he or she is entitled to preservation of that salary and conditions even if he or she returns to his or her substantive (lower) post.)

When a secondee cannot return to their substantive post, the Headteacher will explain the reasons why this is not possible. In these circumstances, managers should first take personnel advice to ensure that all alternatives have been considered.

Employees' continuity of service will not be affected as long as the secondment is internal and the trust remains the (contractual) employing organisation. If, during the secondment period, any restructuring occurs that affects the substantive post the secondee will be included in the consultation process and treated as if they were still in post.

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| Next review:  | Autumn HT1 2023-24                    |

## SECONDMENT – MEMORANDUM OF UNDERSTANDING

Memorandum of understanding (“the Agreement”) in respect of the arrangements for the secondment of [NAME] (“The Employee”) of [NAME OF SCHOOL] (“The seconding school”), as [JOB TITLE] at [NAME OF SCHOOL] (“The host school”).

1. The secondment will take effect from [DATE] and to last until [DATE]. The secondment is for a period of two years with an option of a break on either side after one year. [Note here any variation to the standard secondment period.]
2. Consideration would be given, by the governors of the seconding school, to a request by the governors of the host school to an extension to this secondment, subject to 3 months’ notice. Any proposed extension to this agreement will be discussed with the employee in the first instance but in the event that this extends beyond the two years this will require a permanent transfer of the employee to the host school.
3. If this is an external secondment, the employee will remain on the payroll of the seconding school during the period of the secondment. The host school will reimburse the seconding school for the total amount of the salary to be received by the employee on a monthly basis. If this is an internal secondment, the employee will be transferred to the payroll of the host school. This is for technical reasons and will not affect the rights of the employee to return to the host school.
4. During the period of secondment the employee will receive the following salary:  
[SALARY]  
[TLR/SEN]  
Total =  
[Note here the variation between the employee’s salary in their substantive post and the secondment.]
5. Upon the ending of this secondment the employee will revert to their original terms and conditions of employment at the seconding school and their service will be regarded as continuous.
6. The host school will provide the employee with a job description for the seconded role and may require the employee to carry out all reasonable instructions of the host school commensurate with the employee’s seconded status.
7. The host school will provide the employee within any resources required to carry out their role commensurate with practice at the host school.
8. If the employee leaves the employment of the seconding school then this secondment will cease.
9. The governors of both schools will liaise in relation to performance management and professional development arrangements for the employee. However, the seconding school is ultimately

responsible for ensuring appropriate arrangements are in place for performance management and any pay progression decisions.

10. The host school will make available to the seconding school any information that may be relevant to the employment of the employee, e.g. absence due to annual, sick or special leave.
12. Should there be other issues that arise, not covered in this Agreement, such matters will be resolved between the Chairs of Governors, referring to other professional partners where appropriate.

Signed on behalf of the Governing Body of [SECONDING SCHOOL]

\_\_\_\_\_ Headteacher/Chair of Governors

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the Governing Body of [HOST SCHOOL]

\_\_\_\_\_ Headteacher/Chair of Governors

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by the employee

\_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_