

Secondment Procedure For School Employees

**Authority Guidelines on
Staffing Procedures for Community, Voluntary Controlled, Community Special
Schools and Early Years Centres
(and those adopted by Governing Bodies of other maintained/non maintained
schools)**

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Secondment Procedure

1. Selection for Secondment

Secondment opportunities should be made available for all relevant employees through expressions of interest and these will not be unreasonably refused. There may however be service requirements, which mean that applications may be declined. Where an application is declined, the employee will be provided with the reasons for this decision in writing.

2. Types of Secondment:

This Policy identifies three types of secondment:

- Internal secondment between schools
- Internal secondment within Local Authorities and schools
- External secondment, e.g. NHS, Trade Unions, Professional Organisations and the Voluntary Sector.

Secondment appointments could be made on a part-time or full-time basis and they vary in length but they are usually between three months and two years depending upon the circumstances.

3. Terms and Conditions of Employment

Seconded employees are entitled to maintain their terms and conditions of employment and allowances except where mutually agreed otherwise. Where the terms and conditions for the secondment opportunity would be greater than those in the substantive post, the terms and conditions of the secondment post apply.

The seconded employee will be subject to the operational policies and procedures from the host organisation apart from their core terms and conditions (i.e. sickness absence, annual leave, disciplinary, grievance, capability, pay and appraisal policies and procedures). Where operational policies and procedures are not in existence, the employee will revert to the policies and procedures of the school.

Should there be a need to consider disciplinary action, the investigation should be conducted by the host organisation, but any disciplinary action taken by the substantive employer.

Any changes in pay considered by the host organisation, must be discussed with the substantive school employer. It should be clear whether this is a temporary or permanent change.

When the secondee returns to their substantive post, their salary and hours of work will revert to that of their substantive post.

4. Continuity of Employment

Time spent on secondment with another employer either within or outside the Council/School will not affect continuity of employment and associated terms and conditions.

5. Process

The following issues should be taken into consideration when planning secondments:

- Identifying the need and justifying the reasons for secondment as opposed to other options such as TUPE
- Developing a selection process
- Making arrangements for cover including costs
- Taking into consideration any statutory obligations that may apply
- Putting in place monitoring and keep in touch systems, including arrangements for consulting with the employee if there are any changes to their substantive post during the term of secondment
- Planning the return of the secondee to their substantive post

All parties (the seconding manager/organisation, the secondee and the host manager/organisation) must understand and agree the purpose and terms of the secondment and sign the Secondment Agreement (SEC1).

The Secondment Agreement (SEC1) will clearly detail the following terms of the secondment:

- The purpose of the secondment
- The duration of the secondment
- The line management arrangements including responsibilities for supervision, performance management, absence management, health and safety, learning and development, potential disciplinary action and grievances
- Keeping in touch arrangements with the substantive manager during the secondment period
- Length of the probationary period if applicable
- Responsibility for pay and travel expenses
- How much the secondee will be paid
- Review periods

The three parties should sign copies of the Secondment Agreement and retain one copy for themselves and return the other copy to the Schools Resources Team for retention on their personal record.

If there is a requirement to extend the secondment period, the Seconding Manager together with the Host Manager should repeat the process as above so that a new Secondment Agreement (SEC1) is put in place.

6. Expenses

Expenses incurred as a result of the secondment will usually be reimbursed by the host employer with any variations agreed prior to commencement and clearly detailed in the secondment agreement. These include training, subsistence, mileage, etc.

7. Health and Safety

The host employer will be responsible for the Employers Liability Insurance and have a duty of care under the relevant Health and Safety legislation for the secondee. If a secondee is carrying out duties within a location agreed by the employer with responsibility for that location, employers' liability will be covered by the Employers Liability Insurance.

A risk assessment must be undertaken for the new role and a new one undertaken if at any time the secondee becomes pregnant. Please refer to the appropriate Health & Safety arrangements for Risk Assessment.

8. Reasonable Adjustments

It is the responsibility of the secondee's manager to liaise with the host organisation to ensure that any reasonable adjustments already in place or that are required are communicated and agreed to enable the secondee to undertake the work.

9. Performance issues

If during the seconded period there are any performance, disciplinary or grievance issues, these must be dealt with in accordance with the seconding school's policies and procedures.

10. Learning and Development

The host employer shall identify the learning and development needs and provide the training necessary for the secondee to perform their duties and responsibilities effectively and efficiently.

For longer-term secondments, account must be taken of the potential for skills lost, changes in work practices, changing cultures and use of new technology. Successful keeping in touch will minimise the impact of these. Account must also be taken of individual requirements such as maintaining professional registration.

11. Keeping in touch

Keeping in touch with the employee throughout the period of secondment is essential. Arrangements for this should be clearly documented within the secondment agreement. The responsibility for this will be mutual, where both the secondee and the seconding manager will be responsible for keeping in touch. The seconding manager will act as the contact point and keep the secondee in touch with developments. This could be achieved through keeping secondees on the list for staff communications and/or inviting them to some staff meetings.

12. Premature cessation of secondment agreement

Secondment opportunities should be allowed to run their course. However, they may be terminated at the request of either the host organisation/service, the seconding organisation/service or the secondee. The party requesting to cease the secondment agreement shall be required to give notice as specified in the Secondment Agreement.

Upon termination of the secondment, the secondee will return to their substantive post. If the substantive post is redundant or has been affected by a structural change, the school's Redundancy Policy and Procedure will be applied. The employee should have been consulted about any proposed changes to their substantive post.

13. Managing the return to the substantive post

At the end of the period of the secondment, the secondee should return to their substantive post. The manager and the employee should plan the return to the substantive post. Employees should be briefed on developments within the workplace and any identified training needs should be met. It is important that employees have the opportunity to practice the skills and knowledge gained upon return to their substantive post.

Schools Secondment Procedure Flowchart

