

Para	Content	Page No.
1	Scope and Purpose	2
2	Selection for Secondment	2
3	Types of Secondment	3
4	Terms and Conditions of Employment	3
5	Continuity of Employment	4
6	Process	4
7	Expenses	5
8	Health and Safety	5
9	Reasonable Adjustments	5
10	Performance Issues	5
11	Learning and Development	5
12	Keeping in Touch	6
13	Disputes	6
14	Premature Cessation of Agreement	6
15	Managing Return to Substantive Post	6
	 Appendix 1 Secondment Agreement Form	 7

1. Scope and Purpose

- 1.1 The Heath Family (North West) Multi-Academy Trust is committed to creating an equitable, developmental and motivating working environment, which values the contributions of its staff. Secondment opportunities can provide an appropriate means of fulfilling this commitment.
- 1.2 Properly arranged and managed, secondments can be constructive and beneficial to the Trust/School and its staff. Secondments should be designed to enable secondees to enhance or develop skills and develop their understanding and knowledge of particular areas of work that are relevant to their current or future role/particular areas of work.
- 1.3 Objectives for secondments may include the following:
 - temporarily filling a vacancy where the host school/trust lacks the appropriate expertise
 - transfer of expertise
 - a project/initiative assignment
 - secondees' personal and professional development
 - creation of career development opportunities
 - cover of extended leave e.g. maternity or adoption leave
- 1.4 It will be for the Trust to determine whether a fixed-term contract may be advertised on a secondment basis. This would apply in circumstances where it is considered likely that the expertise required to fulfil the role already exists within the Trust schools.

2. 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 such expressions of interest may be declined. Where an expression of interest is declined, the employee will be provided with the reasons for this decision in writing.

The Secondment Policy & Procedure applies to members of staff who have been employed by the Trust for a minimum of 12 months and are performing satisfactorily in their substantive role. The latter will be assumed unless there is information to the contrary by way of evidence of performance-related discussions with their manager. **The maximum period for a secondment is usually 2 years.**

3. Types of Secondment:

This Policy identifies three types of secondment:

- Internal secondment between schools within the trust
- Internal secondment to the trust central team
- 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.

4. 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 of the host organisation/school 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 their home school/organisation.

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 home/substantive school/organisation.

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

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

5. Continuity of Employment

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

6. 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 substantive/home Principal/line manager, the trust, the secondee and the host/seconding Principal/line manager) must understand and agree the purpose and terms of the secondment and sign the Secondment Agreement (Appendix 1).

The Secondment Agreement 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 above should sign copies of the Secondment Agreement and retain one copy for themselves once it has been confirmed by the Trust HR team.

If there is a requirement to extend the secondment period, the substantive/home Principal/line manager and the host/seconding Principal/line manager should repeat the process as above so that a new Secondment Agreement is put in place.

7. Expenses

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

8. 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.

9. Reasonable Adjustments

It is the responsibility of the secondee's substantive 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.

10. Performance issues

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

11. Learning and Development

The host organisation 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.

12. Keeping in touch

Keeping in touch with the secondee 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 substantive manager will be responsible for keeping in touch. The substantive 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.

13. Disputes

It is recognised that, due to the tripartite, non-standard nature of secondments, difficulties may arise. Where serious difficulties are identified during a secondment they should be discussed among the three parties with reference to the Secondment Agreement, the relevant procedures and HR advice, if required.

14. 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, the seconding school or the secondee. The party requesting to cease the secondment agreement shall be required to give notice of no less than 1 month.

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 Trust Redundancy Policy and Procedure will be applied. (The secondee should have been consulted about any proposed changes to their substantive post in any event).

15. Managing the return to the substantive post

At the end of the period of the secondment, the secondee should return to their substantive post. All parties should plan the return to the substantive post. A returning secondee should be briefed on developments within the workplace and any identified training needs should be met. It is important that secondees have the opportunity to practice the skills and knowledge gained upon return to their substantive post.

The Heath Family (North West)
Secondment Policy and Procedure

APPENDIX 1 – SECONDMENT AGREEMENT FORM

Employee Name		Current School	
Current Post		Current Location/Dept	
Seconded Post		Placement Location	
Duration From:		Duration To:	
Purpose of secondment <i>(outline requirements of role, or append job description as appropriate)</i>			
Secondment requirements <i>(outline any changes to the secondees normal working pattern/practice resulting from the secondment – e.g. change of work venue, hours etc)</i>			
Line management arrangements (incl performance management, absence management and supervision) <i>(outline reporting arrangements for the seconded role)</i>			
Name of Line Manager (substantive/home school)			
Name of Line Manager (secondment host school/Trust)			
Keeping in touch Arrangements <i>(outline arrangements for the secondee to maintain contact with their substantive line manager)</i>			

The Heath Family (North West)
Secondment Policy and Procedure

Probationary/Review periods <i>(outline any periods of probation for the seconded role, as well as any review points)</i>					
Pay arrangements <i>(outline matters relating to pay, including any changes to pay date/payroll provision/responsible organisation for pay, salary/grade etc)</i>					
<p>Upon full completion of this secondment agreement, the secondment shall commence on the starting date above and shall continue thereafter subject to termination at the end of the agreed period or notice period given in order to terminate the secondment.</p> <p>By signing below, the parties agree to the arrangements outlined above, as well as t</p>					
Applicant		Signature		Date	
Substantive post line manager/Principal		Signature		Date	
Secondment host line manager/Principal		Signature		Date	
Trust HR		Signature		Date	