Secondment Policy

For all schools within the Bosco Catholic Education Trust

This Secondment Policy has been approved and adopted by the Bosco Catholic Education Trust

Approved:	For Review:
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1. Bosco Catholic Education Trust Mission Statement

The Bosco Catholic Education Trust is a Christ-centred family of Catholic academies, within the Diocese of Arundel and Brighton, working together as one body to provide an outstanding education for all. As Catholic schools, we endeavour to develop confident, compassionate and faithful young people. Through partnership, collaboration and mutual support, we seek to enable all those entrusted to our care to become the person God called them to be.

"Serve the Lord joyfully"

2. 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.

3. Aims of the Trust

This policy will help to deliver the aims of the Bosco 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.

4. Rationale

The Trust believes that secondment 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.

5. Scope

This policy applies to permanent employees of the Trust 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.

6. 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. Where relevant, the Local Governing Committees 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 Committees.

The CEO supported by the CFO, 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.

7. 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.

8. 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

9. Terms of Employment

The agreement to take up a secondment will be formalised in writing (see Appendix 1) 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 payroll of the secondment school, but this has no effect on the right of the individual to return to their substantive (original) post.

The secondment may have VAT implications and so the method of salary payment should be discussed with the central Finance Team and appropriately reflected.

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 reasons for this will be explained. 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/or 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.

10. Appendix 1 – Memorandum of Understanding

SECONDMENT – MEMORANDUM OF UNDERSTANDING

Memorandum of understanding ("the Agreement") in respect of the arrangements for the secondment of [name] ("The Employee") of [Bosco Catholic Education Trust] ("The seconding Trust"), as [post] at [name of organisation] ("The host trust/school").

1. The secondment is a [full time/part-time, temporary appointment to [ ] give details of cover/post] which will take effect from [date and last until date.] The secondment is for a period of [months], although there is no guaranteed minimum or maximum period of employment.

2. The main base is [address] and the secondee will be expected to be based at that site to the degree necessary to support and lead the team.

3. Consideration would be given, by the CEO of the seconding Trust, to a request by the CEO/CFO/Headteacher of the host Trust/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 Trust.

4. As an external secondment, the employee will remain on the payroll of the seconding Trust during the period of the secondment. The host Trust will reimburse the seconding Trust for the total amount of the salary to be received by the employee on a monthly basis. This is for technical reasons and will not affect the rights of the employee to return to the seconding school.

5. During the period of secondment, the employee will receive the following salary: £[details]

   The Bosco Catholic Education Trust pay policy for those in the leadership group is that pay is reviewed every 2 years excluding incremental rises.

   This employee's salary in their substantive post is: £[details] per annum on the Leadership Pay Scale [details]

6. Upon the ending of this secondment the employee will revert to their original terms and conditions of employment at the seconding Trust and their service will be regarded as continuous.

7. The host Trust/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 Trust/school commensurate with the employee's seconded status.

8. The host Trust/school will provide the employee within any resources required to carry out their role commensurate with practice at the host Trust.

9. If the employee leaves the employment of the seconding Trust, then this secondment will cease as on no later than the employee's last day of employment.

10. The relevant executives of both Trusts/schools will liaise in relation to performance management and professional development arrangements for the employee. However, the

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

11. The host Trust/school will make available to the seconding Trust 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 CEO/CFOs of the Trusts/Schools, referring to other professional partners where appropriate.

Signed on behalf of [name of host Trust / School): _____

Print Name: _____ Date: _____

Signed on behalf of Bosco Catholic Education Trust: _____

Print Name: _____ Date: _____

Signed by the Employee: _____

Print Name: _____ Date: _____