

## Local Negotiating Committee for Teachers – Agreement No.12

### Guidance for Head Teachers on the use of Secondments in relation to Teaching Staff

Agreed by LNCT on 3 June 2014

Approved by Committee on 3 September 2014

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#### 1. Introduction:

- 1.1 This agreement sets out the procedure to be followed when considering an application for a secondment from a member of the teaching staff.
- 1.2 The Council recognises secondments as a valuable way of providing staff with development opportunities. Secondments can provide a constructive way of enhancing the skills and knowledge base of the individual and can also bring benefits to the Council.

#### 2. Definition:

- 2.1 Secondment is defined as “the temporary placement of an employee to a different part of the Council or to another organisation, for a specific purpose and period of time to the mutual benefit of all parties.”

#### 3. Key Facts:

##### Use of Secondments

- 3.1 Secondments may be “internal” within the Council or “external” to an organisation outwith the Council. Employees considering applying for a secondment are advised to discuss their availability for release with the Head Teacher before applying for a post.

##### Internal Secondment

- 3.1.1 Whether a vacancy is suitable for secondment depends on the circumstances of the post. Head Teachers should consider secondments as an opportunity to develop staff, for example where a short term project arises. The normal recruitment and selection process will apply to secondments and generally the secondment opportunity will be advertised through the recruitment portal.
- 3.1.2 Where the Executive Director or Head of Service requests the secondment of a particular employee who has specific skills and expertise for the secondment,

that employee may be considered for secondment without the normal recruitment and selection procedures being used. This will only be in specific circumstances where there are valid and sustainable reasons for the request and will be discussed with the HR Business Partner.

### External Secondments

3.1.3 External secondments will be considered only where it is considered that the secondment is to an appropriate external organisation (e.g. Education Scotland, SQA, Scottish Government, Universities).

### Eligibility

3.2 The employee will require at least 2 years' continuous employment following full registration with the General Teaching Council of Scotland.

## **4. Guidance on Related Procedure**

### Applications

4.1 Employees should submit their request for secondment on the appropriate form (Appendix 2) to their Head Teacher in the first instance. The application should be submitted as early as possible and at least 2 terms prior to the proposed date of commencement. The date of commencement should normally correspond with the beginning of a school term. The Head Teacher should consider the request and indicate whether this can be supported in the first instance, and then forward the Form to the Staffing Section.

4.2 Secondment application forms are not required for internal secondments under para 3.1.2 above. In such circumstances discussions will take place with the Executive Director/Head of Service and the Head Teacher to agree secondment period and cover arrangements.

### Considering Requests

4.3 The Director of Educational Services or Head of Service will consider whether the request can be granted. In considering applications consideration will be given to:

- Current and future business needs against the proposed period of secondment.
- The purpose and objectives of the secondment.
- The benefits to the Council and the individual.
- Whether secondment is to an appropriate external organisation.
- Other business factors which may affect the approval of the request.

## Duration

- 4.4 A secondment will not normally last longer than 23 months or 2 school sessions. The duration of the secondment should be identified at the point of application. Whilst on secondment it is the employee's responsibility to maintain professional registration to GTC.

## Notification of Outcome

- 4.5 The employee will be given a written response, setting out the decision in principle normally within 4 working weeks of application. Where the request has been refused the response will set out the reasons for this. Where a secondment has been approved and the employee decides not to proceed they must provide the Staffing Section with at least 4 working weeks' notice.

## **5. Terms and Conditions of Employment**

- 5.1 While an employee is on an external secondment they will continue to be paid their salary by the Council. The Council will be reimbursed by the host organisation for all salary costs, including pension contributions. Arrangements for invoicing will be put in place prior to the secondment commencing. This will be through the Finance Business Partner in discussion with the organisation.
- 5.2 All seconded employees will remain under a contract of employment with the Council and will be entitled to maintain their terms and conditions of employment. Where the secondment attracts improved terms and conditions, the secondee will fall under the terms and conditions attached to the secondment and will revert back to the terms and conditions for their substantive post when the secondment ends.
- 5.3 A Secondment Agreement will be completed and signed by all parties prior to the commencement of any external secondment. The Agreement sets out the conditions between the Council and the other organisation.

## **6. Keeping in Touch**

- 6.1 Keeping in touch with secondees throughout the period of secondment is essential. Arrangements for this will be clearly documented within the Secondment Agreement. The Manager will be responsible for keeping in touch with the employee during the period of the secondment. Both parties should discuss the nature and frequency of contact and this should be maintained.
- 6.2 Prior to the commencement of the secondment the employee is obliged to provide their current Manager with appropriate contact details e.g. telephone number or email.

6.3 The Manager is responsible for informing the employee of changes to the workplace or work organisation that may impact on them e.g. surplus within school or any restructuring proposals.

## **7. Return to Work**

7.1 At the end of the secondment period, employees returning to the Council will return to their substantive post, grade, terms and conditions but not necessarily the same school.

7.2 The employee is required to contact the School, at least 1 school term before the agreed return date, to be advised of their timetable for the next sessions etc.

7.3 Teachers on Main Grade Scale and Chartered Teacher Scale and associated professionals will be returned to a post of the same remuneration. The pay of promoted teacher post holders will be determined by the job sizing toolkit.

7.4 Principal teachers will be returned to a post of the same status. In the cases of Head Teachers and Depute Head Teachers the Council will offer an equivalent post.

7.5 It is recognised that there may be issues for Promoted Teacher post holders who are transferred to a differently sized post following a secondment. In this circumstance, the provisions for salary conservation will be followed (SNCT Handbook Part 2, Section 1.60-1.66).



## Appendix 2      Template Letter confirming Secondment to Secondee

Dear (*Insert Secondee Name*)

### **Seconded Post – Host Organisation -**

I refer to your request to undertake a secondment with (*Insert Details of Host Organisation*). I can confirm that this has been considered and your request has been approved.

This letter and attached Secondment Agreement confirm the proposed terms of your secondment from West Dunbartonshire Council as follows:

#### **1.      Period of Secondment:**

The period of Secondment, normal place of work, and working hours are detailed in the attached Secondment Agreement.

#### **2.      Terms and Conditions:**

During your Secondment, you will remain an employee of West Dunbartonshire Council and retain Council terms and conditions, unless otherwise specified. If there are changes to your terms and conditions during your period of secondment, you will be notified of these as soon as possible.

#### **3.      Salary/Pay Arrangements:**

Your salary for the period of your Secondment will be (*Insert annual salary*) and will continue to be paid and processed by West Dunbartonshire Council on a monthly basis (*Insert date of salary payment each month*). The Council will invoice (*insert name of host employer*) accordingly.

All other expenses, for example travel expenses, should be authorised through (*Insert details of Host Organisation*).

#### **4.      Sick Leave:**

You should notify (*Insert details of Host Organisation*) of any sick leave in accordance with their sickness reporting procedures and they are responsible for providing the Council with a monthly report to enable this to be processed through the Council's payroll section and absence management systems.

#### **5.      Leave/Holiday Entitlement**

(*Insert details of Host Organisation*) is / is not \* (**delete as appropriate**) a term time facility, therefore you will have / will no longer have \* (**delete as appropriate**) term time annual leave arrangements.

Otherwise, you will retain your holiday entitlement, but should take leave with the approval of the line manager of **(Insert details of Host Organisation)**.

Fixed public holidays will require to be taken in accordance with (insert name of host employer), however where its public holidays are less than West Dunbartonshire Council's provision, you can take the additional days in lieu.

All accrued annual leave entitlement should be taken during the course of your secondment and must be taken prior to your return to West Dunbartonshire Council. There will be no approval of annual leave entitlement being carried over from **(Insert details of Host Organisation)** to West Dunbartonshire Council.

## **6. Discipline/Grievance Procedures**

You will be subject to West Dunbartonshire Council's Disciplinary Policy & Procedure, and Grievance Policy and Procedure. If your behaviour or performance is unsatisfactory for any reason during the period of your Secondment, the Secondment may be terminated following consultation between the host employer and the Council.

## **7. Confidentiality:**

By signing this letter, you agree that during the period of your Secondment you:

- shall undertake to keep secret and confidential at all times all confidential information which comes into your possession during and after the Secondment period;
- shall not use, copy or divulge any such confidential information express with the express prior written consent of the disclosing party; and,
- shall process any personal data in compliance with the Data Protection Act and all other applicable laws, and shall not act in such a way as to put either party to this Agreement in breach of the same.

## **8. Contact during Secondment:**

You are required to maintain contact with your current Line Manager (insert Name and contact number) during the period of your secondment. You should ensure that you update your Line Manager with any changes to your contact details, and/or with any other circumstances that may affect your substantive post with West Dunbartonshire Council.

## **9. Returning to Council:**

You must contact your Line Manager at least 1 school term before your return to your substantive post on the *(Insert date)* to enable the appropriate arrangements to be made for your return to work. The arrangements are only for the period covered in the secondment agreement.

**10. Health and Safety:**

During the period of your Secondment, you will be covered by (insert name of host employer's) Personal Accident Cover for Employees.

(Insert name of host employer) will be responsible for compliance with all duties in relation to health and safety issues with respect to yourself during the period of your Secondment.

**11. End of Secondment:**

The Council will be responsible for your employment at the end of the secondment. Your secondment cannot extend beyond the period set out within the Secondment Agreement unless this has been agreed in advance by your Manager and a new Secondment Agreement has been signed.

A copy of the Secondment Agreement setting out further details of the terms of your Secondment and the processes which will be followed is enclosed. You should read this Agreement carefully and confirm your acceptance of the terms by signing the second copy of this letter, and returning this to me within 5 working days.

If you do not wish to proceed with your secondment application you must provide the Staffing Section with at least 4 working weeks' notice.

If you require clarification of any of the above points, or have questions about other issues regarding the Secondment, please discuss these with your Line Manager or contact the Education Support Officer - Staffing on 01389 737371

Yours sincerely

Name  
Designation

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**ACCEPTANCE:**

I accept the terms of the secondment from West Dunbartonshire Council ("Seconding Body") to **(Insert details of Host Organisation)** as stated in this letter and the Secondment Agreement.

Signed .....

Print Name .....

Dated .....



## Appendix 3 – Secondment Agreement Template



# Secondment Agreement

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**Seconding Body - (Insert School name), West Dunbartonshire Council**

**Hosting Organisation – (Insert Name)**

**Employee Name:**

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### **1. Purpose**

**1.1** West Dunbartonshire Council agrees to the Secondment of (*Insert Employee Name*) to (insert name of Host Organisation) on the terms of this Agreement for the period of the secondment as outlined at 2.1.

### **2. Period of Secondment**

**2.1** This Agreement will commence on (*Insert commencement date*) and will continue until (*Insert agreed termination date*), unless earlier terminated in accordance with the provisions of paragraph 7 of this Agreement, or extended through negotiation and agreement.

### **3. Duties of the Secondee**

**3.1** West Dunbartonshire Council requires that the Secondee will carry out all reasonable instructions of the (insert name of Host Organisation) during the period of Secondment.

**3.2** (Insert name of the Host Organisation) will ensure that the duties of the Secondee are appropriate to the nature of the Secondment.

### **4. Terms of Secondment**

**4.1** The Secondee will continue to be an employee of West Dunbartonshire Council and will retain West Dunbartonshire Council Terms and Conditions of Service during the Secondment.

**4.2** The normal working hours of the Secondee shall be (*Insert hours of work as agreed with employee*).

**4.3** The Secondee's normal place of work will be (*Insert details of secondment location*). From time to time, the Secondee may be required to travel to other locations to perform the duties required.

- 4.4** The Seconded shall continue to be eligible for annual leave entitlement, sick pay, holiday pay and other terms and conditions in accordance with the employment contract. (insert name of the Host Organisation) shall maintain records on all authorised/unauthorised absence, and make this available to West Dunbartonshire Council by the end of each month.
- 4.5** (Insert the name of the Host Organisation) is responsible for the supervision of the Seconded and their work output and behaviour during the Secondment.
- 4.6** (Insert name of the Host Organisation) shall keep West Dunbartonshire Council updated on the performance of the Seconded and should raise all concerns (formal or informal) in writing to the Director of Educational Services, West Dunbartonshire Council, providing all such information as it may reasonably require in respect of performance.
- 4.7** (Insert name of the Host Organisation) is responsible for providing a safe system of work, and for compliance with all duties in relation to Health & Safety as imposed on an employer, for the Seconded during the period of Secondment.
- 4.8** If (name of Host Organisation) alleges that the Seconded is guilty of misconduct or gross misconduct, this must be advised to the Director of Educational Services, West Dunbartonshire Council at the earliest opportunity. The issue will be dealt with by West Dunbartonshire Council in accordance with its Disciplinary Procedures and in co-operation with the Host Organisation. If the Seconded is found to be guilty of misconduct or gross misconduct, then (insert name of the Host Organisation) may immediately terminate this Agreement.
- 4.9** No other agreement, contract or payment arrangement whatsoever shall be entered into between (insert name of the Host Organisation) and the Seconded in relation to the Seconded's work with them without the prior consent of West Dunbartonshire Council.
- 4.10** The parties to this Agreement recognise that the Seconded is required to adhere to certain professional training requirements and is required to maintain professional registration.

## **5. Charges, Costs and Expenses**

- 5.1** West Dunbartonshire Council will continue to pay the Seconded's salary (including any nationally agreed pay increases), Employer's Pension Contributions (where applicable), and any applicable allowances.
- 5.2** West Dunbartonshire Council will continue to provide any benefits due to the Seconded or their dependants, and make any deductions that it is required to make from the Seconded's salary or other payments.
- 5.3** (Insert name of the Host Organisation) will, by the 15<sup>th</sup> of the month during the period of Secondment, provide West Dunbartonshire Council with details of any overtime

undertaken by the Secondee during the preceding month. West Dunbartonshire Council will make the necessary overtime payment(s) to the Secondee in the usual way.

**5.4** (Insert name of the Host Organisation) will reimburse these costs to West Dunbartonshire Council, and specifically it agrees to pay (within 30 days of receipt of an invoice from West Dunbartonshire Council with respect to the same) the following charges, costs and/or expenses in respect of the Secondee for the period of his or her Secondment:

- Salary costs;
- any overtime payment(s) as referred to in paragraph 5.3 above;
- all employer's tax and national insurance contributions;
- all employer's pension contributions;
- any and all costs, fees and/or expenses incurred by West Dunbartonshire Council as the Secondee's employer, including without limitation any payment made in respect of sick leave or other special leave entitlement, or other employee benefits which any Secondee may be entitled to from time to time; and,
- all reasonable and properly incurred travel and subsistence expenses incurred by the Secondee in the course of the Secondment.

## **6. Confidential Information**

6.1 West Dunbartonshire Council will agree with the Secondee, prior to the Secondment, that the Secondee:

- shall undertake to keep secret and confidential at all times all confidential information which comes into his or her possession during and after the Secondment period;
- shall not use, copy or divulge any such confidential information express with the express prior written consent of the disclosing party; and,
- shall process any personal data in compliance with the Data Protection Act and all other applicable laws, and shall not act in such a way as to put either party to this Agreement in breach of the same.

## **7. Early Termination**

7.1 This agreement may be terminated earlier than the termination date specified in paragraph 2 by one month's written notice given by either party in the event of an established breach by either organisation of its obligations under this Agreement.

## **8. Indemnity**

**8.1** (Insert name of the Host Organisation) will indemnify West Dunbartonshire Council against any liability which they incur due to any injury or disease sustained by the Secondee at work during the period of Secondment.

**9. Applicable Law and Jurisdiction**

**9.1** This Agreement shall be governed by and construed in accordance with the law of Scotland and the parties agree to submit to the exclusive jurisdiction of the Scottish Courts.

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**SIGNATORIES TO THE AGREEMENT**

**For and behalf of West Dunbartonshire Council as Seconding Body:**

Place ..... Date .....

Signed by ..... Print Name .....

Designation ..... Address .....

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**For and behalf of (*Insert details of Host Organisation*):**

Place ..... Date .....

Signed by ..... Print Name .....

Designation ..... Address .....

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