

RECRUITMENT AND SELECTION (Safer Recruitment) POLICY Ysgol Gymraeg Y Fenni



CONTENTS

	PAGE
POLICY STATEMENT	4
POLICY SCOPE	5
GENERAL PRINCIPLES	5
ROLES & RESPONSIBILITIES	5
EQUALITY, DIVERSITY AND WELSH LANGUAGE Disability Confident pledge Armed Forces Covenant Welsh Language Skills Assessment (Welsh Language (Wales) Measure 2011 Autism Aware Occupational Requirements Blanket Exclusions in Advertisement Legislation and Recruitment The Equality Act 2010	6
PRE-RECRUITMENT Review	10
ATTRACTING OUR BEST TALENT Planning and preparation Selection	12
THE ROLE PROFILE (JOB DESCRIPTION) AND PERSON SPECIFICATION	14
SELECTION - LONGLISTING AND SHORTLISTING Invitation to interview	15
CHECKS BEFORE AND DURING THE SELECTION PROCESS Prior to the Interview Checks at Interview Checks subject to completion before appointment made <ul style="list-style-type: none"> • Right to Work • Qualification (essential) • References • DBS (where applicable) • Occupational Health Clearance (where applicable) • Professional Registration (where applicable) 	17
THE SELECTION PROCESS Selection methods	20

Interviews Unsuccessful candidates Decision to appoint	
OFFER OF EMPLOYMENT Finalising pre-employment checks Process for New Starter Maintaining a Single Record	23
APPOINTMENT	24
STARTING WORK IN MONMOUTHSHIRE Induction Probation	24
APPENDICES: APPENDIX 1: Appointment of Head-teacher and Deputy Head-teacher APPENDIX 2: Candidate Interview Verification Checklist APPENDIX 3: Shortlisting Assessment guidance APPENDIX 4: Interview Assessment guidance APPENDIX 5: Managing Induction guidance APPENDIX 6: Managing Probation policy APPENDIX 7: Secondments policy	26

POLICY STATEMENT

Recruiting & retaining our most talented colleagues is important to us.

The Council achieves fair selection through transparent, equitable and non-discriminatory policies and practices that enable the fair treatment of applicants as well as demonstrating a broader commitment to the principles of safeguarding and equality and diversity.

The Council is committed to safeguarding and promoting the welfare of children, young people and adults at risk which it expects all colleagues to share. As part of its safer recruitment principles, this policy is designed to identify and deter people who might abuse children, adults at risk or who are otherwise unsuitable for employment. The following statement is included in all corporate job adverts and schools will include a statement that the Governing Body is committed to safeguarding and promoting the welfare of children and young people and expects all employees and volunteers to share this commitment.

Child and Adult Safeguarding are key priorities for the Council. We aim to support children and adults at risk to be as safe as they can and to fulfil their potential. All Council employees and volunteers are responsible for playing their part in the well-being, safety and protection of children and adults at risk. All employees and volunteers will be trained to the appropriate level of safeguarding and have a duty to fulfil their personal responsibilities for safeguarding.”

In its application, this policy seeks to ensure that there is no discrimination against employees either directly or indirectly on grounds prohibited by the Equality Act 2010 which covers age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation This policy is inclusive of partners of the opposite or same sex.

SAFER RECRUITMENT

As part of the Council's commitment to safeguarding children and adults we undertake 'Safer Recruitment'. For further information please see the Council's [Safeguarding Policy and DBS Policy](#).

When recruiting to posts in roles engaged in regulated activity information the grey text boxes specifically relate to safeguarding in recruitment practices. Please also refer to:

[A guide to eligibility for DBS checks](#)

[South East Wales Children Safeguarding Board's Recruitment Guidance](#).

This Policy provides an overview and must be read in conjunction with:

- [Safer Recruitment Protocol-Managers Workflow \(Corporate\)](#)
- [Safer Recruitment Protocol-Managers Workflow \(Schools\)](#)

POLICY SCOPE

The purpose of this policy is to promote and maintain fair and equitable recruitment and selection practices across the Council. The policy takes into account the governance arrangements for appointment of staff in Schools and in particular the appointment of Head-teachers and Deputy Head-teachers.

This policy is applicable to **all employee** recruitment irrespective of employee group or nature of employment. The aim is to provide a 'toolkit' approach which includes information around the important legal expectations and to sign post to additional supporting guidance to ensure that every recruitment process is carried out fairly and lawfully.

Appointment of Head of Paid Service, Chief Officers and Deputy Chief Officers are subject to the arrangements set out in the Council's constitution.

Appointment of a new Head Teacher/Deputy Head teacher/Assistant Head teacher, are subject to the arrangements as outlined in the Head-teacher Recruitment Process (Appendix 1).

PRINCIPLES

The following principles apply:

- All applicants will receive fair treatment and a high quality service.
- The Role Profile/Job Description and Person Specification are essential tools and will be used throughout the process.
- Employees will be recruited on the knowledge, skills & attributes needed for the job
- Selection should be based on a minimum of a completed application, short listing and interview.
- All posts will normally be advertised.
- Safeguarding of children and adults at risk is paramount for posts in regulated activity.

ROLES AND RESPONSIBILITIES

All recruiting managers will:

- Demonstrate MCC organisational values in the whole process and in the way people are treated.
- Evaluate the need for the post(s) in the context of team structures; the workforce plan and the future needs of the business/school.
- Ensure that all new/revised posts are job evaluated before they are advertised.
- For school posts that the framework for determining the pay of leadership posts and roles with a teaching and learning responsibility set out in the Pay Policy is applied.
- Discuss potential difficulties in recruiting with People Services HR, e.g. jobs where the labour market is tight and skills are in high demand etc.
- Prepare the job description, person specification, advertisement.
- Plan & prepare the recruitment & selection process.
- Ensure that any agencies or external consultants who assist in the recruitment process adhere to the principles of the recruitment and selection policy.
- Keep a written record of all short-listing and interview decisions.

- Make a verbal offer of employment and manage the early relationship with the candidate to ensure a successful route to employment with MCC or the school.
- Provide feedback to candidates.
- Attend mandatory training on safer recruitment.

People Services will:

- Provide advice on content of job descriptions / person specifications, advert, job evaluation and grade of post.
- Provide advice about new or amended roles, draft adverts, appropriate media and timescales for recruitment if requested.
- Provide training on recruitment and selection (through face to face delivery and/or videos and support guides), including equality issues and digital and electronic recruitment systems.
- Support the transactional aspects of recruitment and selection (for schools in SLA as requested).
- Ensure a fast and efficient route to employment for candidates who have been offered employment (e.g. taking up references, support completion of pre-employment checks, issuing contracts of employment).
- Keep in touch with recruiting managers, building strong and productive business relationships.

EQUALITY AND DIVERSITY & WELSH LANGUAGE

The Council aspires to have a workforce which reflects the diversity of the population in Wales. Recruiting managers will use recruitment practices which support this aim and give due consideration to positive action, reasonable adjustments and equality which can help to address any under representation.

The wording used within advertising must not discriminate or be construed to be discriminating against any person or group of people with protected characteristics. Each job must be based on a job role/job description and person specification.

“Disability Confident” - Guaranteed interview Scheme

The Council is committed to interviewing all disabled applicants who meet the minimum (also referred to as essential) criteria. In addition the recruiting manager will make reasonable adjustments to ensure the interview and selection process is accessible to disabled applicants. Eg, large print documentation for those with a visual impairment or an accessible venue for those with mobility issues etc. These are commitments the Council has signed up to under the “Disability Confident Pledge”.

“Armed Forces Covenant Scheme” – Guaranteed Interview Scheme

The Council is committed to interviewing people who apply for posts under the Armed Forces Covenant Scheme details and who meet the minimum (also referred to as essential) criteria. In addition the recruiting manager will make reasonable adjustments to ensure the interview and selection process is accessible to all applicants. These are commitments the Council has agreed to as part of their sign up to the ‘Armed Forces Covenant’ Scheme

Blanket Exclusions in Advertisement

When advertising posts we must avoid requirements which may exclude people with impairments. An example of this is where an advert requires that applicants can drive (although this is not strictly essential). If, due to the nature of an impairment, a disabled job applicant is unable to drive, he/she can claim to have been excluded from applying by the advertisement even before there has been any opportunity to explore reasonable

adjustments to remove that disabling barrier. In such cases the law will assume that the reason the person was not appointed was because of disability discrimination and the onus is then on the employer to show otherwise.

Autism Aware

The recruitment process can create obstacles for people with autism and there are ways to help them apply for jobs and demonstrate their skills. The Council is committed to removing the barriers to employment for people through Autism Aware.

Keep on Caring

Young people leaving care constitute one of the most vulnerable groups in our County and Monmouthshire County Council is passionate about improving the lives and life chances of care leavers. As the Corporate Parent, the Council actively helps care leavers access new opportunities and experiences that inspire them to set ambitious goals for themselves. In terms of the employment opportunities that may be suitable for a care leaver to apply for, managers are actively encouraged to identify and address any barriers to their employment in the Council.

Occupational Requirements

As a general rule it is unlawful to specify that you require somebody in particular unless there is a genuine occupational requirement (GORs) for the position, and this can be objectively justified as a 'proportionate means of achieving a legitimate aim'. An example of a genuine occupational requirement is where there is a need to pursue privacy or decency, e.g. the requirement for a male care assistant whose job involves helping men dress or to use the toilet. In the event of the genuine occupational requirement rule applying, this must be stated on the advertisement and job details.

Welsh Language Skills Assessment

Under the Welsh Language (Wales) Measure 2011 the council must ensure that the language needs of the Welsh speaking residents of Monmouthshire are met and must provide them the Welsh language services that they want. In order to demonstrate that the Council is committed to the Welsh Language a Welsh Language Skills Assessment must be undertaken prior to advertising any post externally.

[The Welsh Language Skills Assessment Guide.](#)

The Welsh essential or desirable requirement must be included in the Person Specification and the requirement for the language to be either essential or desirable must be added to the skills or knowledge sections in order that the language skills can be included in the overall decision on whether or not to appoint.

Legislation

The key areas of legislation that govern recruitment are listed below. Anyone that is involved in recruitment on behalf of Council should be aware of their responsibilities under the relevant legislation.

The Equality Act 2010

Came into force on 1 October 2010 and provides a legal framework for preventing discrimination to people with protected characteristics. See below

Eligibility to Work in the UK

Immigration, Asylum and Nationality Act 2006

These provisions aim to prevent illegal migrant working in the UK. Failure to comply with these regulations can result in the Council becoming liable to pay a civil penalty of up to £20,000 for every illegal worker.

Safeguarding Children and Vulnerable Adults

Safeguarding Vulnerable Groups Act 2006
Safeguarding Disclosure and Barring Service

These provides the legislative framework vetting and barring of people working with children and vulnerable adults. Pre-employment criminal records checks are required for certain posts, particularly those working (i) with vulnerable groups, such as the under 18s and people and adults at risk.

Data Protection

Data Protection Act 1984, amended 1998
General Data Protection Regulations 2018

The act defines certain types of information as "sensitive data" and restrictions are imposed on employers in relation to the collection and use of such data, including in the recruitment process e.g. seeking information on spent criminal records is restricted to certain posts. The GDPR replaces the previous data protection legislation and introduces greater emphasis on compliance and accountability.

Employment of Ex-Offenders

Rehabilitation of Offenders Act 1974
(Exceptions) (Amendment) (England and Wales) Order 1975 (2013 and 2020)

Under this Act an individual who has had a conviction for an offence may, with some exceptions, be rehabilitated and allowed to treat the conviction as if it had never occurred. A conviction will become 'spent' where the person has not, after a period of time, committed another serious offence. Employers may not, under the Act, ask prospective employees if they have 'spent' convictions during the recruitment process. However there are exemptions to the Act and it does not apply to posts or professions working with children or concerned with providing care to elderly, sick or disabled people with health or social services. However, the amendment orders 2013 and 2020 have introduced rules relating to when a caution or conviction will be filtered from a DBS certificate.

Other

Staffing of Maintained Schools (Wales) Regulations 2006
Staffing of Maintained Schools (Wales)(Amendment) Regulations 2009
These regulations define the provisions applying to appointment of staff in schools. Although the LEA, except for VA schools, remains the employer in law, the Governors are responsible for determining the staffing complement of the school, advertising vacant posts, interviewing applicants and selecting the candidate they prefer, subject to certain constraints
Fixed Term Employees (Prevention of Less Favourable Treatment) 2002
Fixed-term employees should not be treated less favourably than comparable permanent employees on the grounds that they are fixed-term employees, unless this is objectively justified in accordance with the legal framework.
"More than words Welsh Language Strategy" 2011. This requires the council when providing care services to ask the service user whether they would like their service through the medium of Welsh – "Active Offer"

The Equality Act 2010

The Equality Act came into force on 1 October 2010 and provides legal framework for preventing discrimination replacing legislation relating to equal pay and prohibiting discrimination on grounds of nine 'protected characteristics':

Age	Disability	gender reassignment
Race	religion or belief	Sex
sexual orientation	marriage and civil partnership	pregnancy and maternity

Types of Discrimination

Direct discrimination: Direct discrimination occurs when someone is treated less favourably than another person because of a protected characteristic they have or are thought to have or because they associate with someone who has a protected characteristic.

Indirect discrimination: Indirect discrimination can occur when you have a condition, rule, policy or even a practice that applies to everyone but particularly disadvantages people who share a protected characteristic. Indirect discrimination can be justified if you can show that you acted reasonably in managing your business, i.e. that it is 'a proportionate means of achieving a legitimate aim'. A legitimate aim might be any lawful decision you make in running your business or organisation, but if there is a discriminatory effect, the sole aim of reducing costs is likely to be unlawful. Being proportionate really means being fair and reasonable, including showing that you've looked at 'less discriminatory' alternatives to any decision you make.

Discrimination by association: This is direct discrimination against someone because they associate with another person who possesses a protected characteristic.

Perception discrimination: This is direct discrimination against an individual because others think they possess a particular protected characteristic. It applies even if the person does not actually possess that characteristic.

Victimisation: Victimisation occurs when an employee is treated badly because they have made or supported a complaint or raised a grievance under the Equality Act; or because they are suspected of doing so. An employee is not protected from victimisation if they have maliciously made or supported an untrue complaint. There is no longer a need to compare treatment of a complainant with that of a person who has not made or supported a complaint under the Act.

Harassment: Harassment is "unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual". Colleagues are able to complain of behaviour that they find offensive even if it is not directed at them, and the complainant need not possess the relevant characteristic themselves. Employees are also protected from harassment because of perception and association.

Further Information about the Protected Characteristics: Key Points under the Equality Act 2010

Age: The Act protects people of all ages. However, there may be grounds to justify that different treatment because of age was not unlawful direct or indirect discrimination if you can demonstrate that it was a proportionate means of meeting a legitimate aim.

Disability: The Act has made it easier for a person to show that they are disabled and protected from disability discrimination. Under the Act, a person is disabled if they have a physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day-to-day activities, which would include things like using a telephone, reading a book or using public transport.

Reasonable Adjustments: An employer is required to make reasonable adjustments when recruiting, selecting, inducting and promoting disabled employees. The Act puts a duty on the employer to make reasonable adjustments for colleagues to help them overcome disadvantage resulting from an impairment (e.g. by providing assistive technologies to help visually impaired staff use computers effectively). The Act includes a new protection from discrimination arising from disability. This states that it is discrimination to treat a disabled person unfavourably because of something connected with their disability (e.g. a tendency to make spelling mistakes arising from dyslexia). This type of discrimination is unlawful where the employer or other person acting for the employer knows, or could reasonably be expected to know, that the person has a disability. This type of discrimination is only justifiable if an employer can show that it was a proportionate means of achieving a legitimate aim. Additionally, indirect discrimination now covers disabled people. This means that a job applicant or employee could claim that a particular rule or requirement you have in place disadvantages people with the same disability. Unless you could justify this, it would be unlawful. The Act also includes a new provision which makes it unlawful, except in certain circumstances, for employers to ask about a candidate's health before offering them work.

It is important to remember that reasonable adjustments are not just linked to the recruitment process and new employees but also to existing colleagues with disabilities or colleagues who have acquired a disability. A reasonable adjustment should enable them to work effectively in the workplace and the Council may be able to get assistance from the DWP Access to Work fund if the application fits particular criteria.

Gender reassignment: The Act provides protection for transsexual people. A transsexual person is someone who proposes to, starts or has completed a process to change his or her gender. The Act no longer requires a person to be under medical supervision to be protected – e.g. a woman who decides to live as a man, but does not undergo any medical procedures, would be covered. It is discrimination to treat transsexual people less favourably for being absent from work because they propose to undergo, are undergoing or have undergone gender reassignment than they would be treated if they were absent because they were ill or injured.

Marriage and civil partnership: The Act protects employees who are married or in a civil partnership against discrimination. Single people are not protected.

Pregnancy and maternity: A woman is protected against discrimination on the grounds of pregnancy and maternity during the period of her pregnancy and any statutory maternity leave to which she is entitled. During this period, pregnancy and maternity discrimination cannot be treated as sex discrimination. You must not take into account an employee's period of absence due to pregnancy-related illness when making a decision about her employment.

Race: For the purposes of the Act 'race' includes colour, nationality and ethnic or national origins.

Religion or belief: In the Equality Act, religion includes any religion. It also includes no religion, in other words employees or jobseekers are protected if they do not follow a certain religion or have no religion at all. Additionally, a religion must have a clear structure and belief system. Belief means any religious or philosophical belief, including no belief. To be protected, a belief must satisfy various criteria, including that it is a weighty and substantial aspect of human life and behaviour. Denominations or sects within a religion can be considered a protected religion or religious belief. Discrimination because of religion or belief can occur even where both the discriminator and recipient are of the same religion or belief.

Sex: Both men and women are protected under the Act.

Sexual orientation: The Act protects bisexual, gay, heterosexual and lesbian people.

PRE-RECRUITMENT

Review

The Recruiting Manager /Head-teacher should assess the need for the role against their strategic and budgetary plans prior to commencing with recruitment. Vacancies that arise are always an opportunity to consider re-orientation of priorities and work programmes. Posts that become available when a colleague leaves should not necessarily be advertised as a like-for-like replacement. Before deciding to fill a vacancy, take time to consider:-

- Can the work itself be eliminated?
- Can the work be absorbed by re-organising existing resources/ a restructure?
- Is there still a job to be done?
- What will my service look like in 1/2/3 years?

- Have I considered what my workforce profile is like at the moment and what it is likely to be in 1/2/3 years?
- Is it the same job as was done previously?
- How can digital advancements affect delivery/my requirement?
- Can some/all of the elements of the job be delivered via a collaborative approach with another service?
- Can a skills mix be considered as an alternative?
- Do I have to fill now? Can I wait?
- Will the job be temporary or permanent?
- Is this an opportunity for an apprenticeship/cadetship/graduate internship?
- Can the job be covered by a temporary secondment?
- Has the job had a welsh language skills assessment carried out?

Where a post is new, significantly changed or given a new title, consideration will need to be given to the grade for the post. For teaching posts with management responsibilities, the schools pay policy provides the framework for the determination of pay for the post. For (corporate) posts, it is essential that the post has been through job evaluation prior to any recruitment process. For further information in relation to this process please contact recruitment support via: recruitmentsupport@monmouthshire.gov.uk

SAFER RECRUITMENT

If it is a new post the recruiting manager will be required to:

- Confirm whether the post requires a DBS check or an Enhanced check for Regulated Activity. Generally, all DBS checks carried out on behalf of the Council are at the Enhanced level. Please see further information on the Council's [DBS Policy](#)

The DBS guide [to eligibility for DBS checks](#) and [DBS checking tool](#) is a useful resource to use where a recruiting manager needs to confirm whether it is lawful to undertake a DBS and at what level.

Exceptional circumstances

All posts will normally be advertised. However, in certain limited circumstances, a recruiting manager may need to waive the need to advertise the post at all, either internally or externally. This is likely to include the following circumstances:

- Colleagues subject to redeployment will be given access to vacancies before they are advertised more generally within the Council or externally.
- In certain circumstances it may be more effective to use an external specialist/ agency for a highly specialist post. This will, however, not eliminate the need to advertise the post internally and any external agencies or consultants who assist in the process must apply our equal opportunities and safer recruitment requirements. There are strict legal requirements around the engagement of agency workers and therefore it is important that Managers/Head-teachers refer to the Agency & Self-Employed Workers Policy for advice & guidance.

- Where there is an urgent business need to appoint and subject to the essential pre- employment checks being in place, an appointment without advert limited to a 6 weeks period can be undertaken. The post must then be advertised.
- Where there is an urgent need for cover, a colleague may act up / take on additional responsibility until the longer-term resource issue can be properly assessed. In this situation, should more than one colleague be suitable then an informal interview process would need to be carried out. Alternatively, if there is no suitable internal resource then an external resource for up to 6 weeks can be sought.
- Under the Council's agile working principles there is discretion to deploy colleagues across the Council without reference to internal advertising (providing there is no change in pay grade between the original and new post or due to the expertise required a time limited honorarium can apply) for limited project work or to address a business need. Care should be taken to ensure that the needs of the business and the opportunity to offer colleagues career development opportunities are carefully balanced. In some circumstances it would be better to advertise temporary opportunities so that colleagues can express an interest in developing their career through experience in a new role.
- Where the existing colleague, to whom the vacancy is eventually granted without advertising, has a demonstrable track record of competent performance (e.g. an employee's period of acting up is extended).
- Where an existing employee has been appointed to a post that was advertised previously but who was appointed on a temporary basis there will be no requirement to re-advertise the post where the employee has reached two or more years' service, providing the post is on the establishment.

ATTRACTING OUR BEST TALENT

Planning and preparation

To attract the best people we must use every opportunity to sell the strengths of working for MCC and its schools. The objective of the recruitment and selection process is to attract, select and retain colleagues, who will successfully and positively contribute to the future development of the Council/School. All external communication should be viewed as a wider marketing tool for the Council/school. Therefore, every experience an individual has of contact with MCC, from just viewing the job advert to receiving constructive feedback in the event that they apply but are not be successful is important. Developing a plan for your recruitment that considers the complete process from start to finish need not restrict the recruiting manager's ability to respond swiftly or recruit flexibly. Taking time to get organised at the start will enable the recruiting manager to recruit faster and more effectively. A well organised recruitment timetable/ process sends a positive message to potential applicants about MCC's robust approach to recruitment and safeguarding.

Think about advertising on LINKEDIN, Facebook, Twitter, video on You Tube. For Welsh language Essential vacancies consider using bespoke Welsh Language recruitment sites (for advice and guidance on this please contact the Welsh Language Officer).

SAFER RECRUITMENT

From the beginning of the recruitment process, it is important to send the right message-that the Council has a rigorous recruitment process. Wording in adverts and recruitment information aims to deter potential abusers from applying.

Planning and preparation will ensure that:

- the advert will state the Council's/school's commitment to safeguarding and the need for DBS certificate/barred list check in the advert;
- statements about safeguarding responsibilities of the post are in both the job description/role profile and persons specification;
- the panel will be organised and have time separately and together to scrutinise and compare all applications and references noting where if shortlisted, further explanations for anything that does not match up and any gaps in an applicants' career or personal history are sought;
- assessing suitability during the interview will be evidenced through preparing and asking the right questions about safeguarding;
- that it is possible to make a confident selection of a preferred candidate based upon their DEMONSTRATION OF SUITABILITY for the role;
- all the relevant pre-employment checks made in timely way at the right stages of the process
- and that the offer of employment allows time for the content and nature of the induction and probation process to be customised according to the role and previous experience of the new colleague whilst meeting all the safeguarding requirements of maintaining a safer culture.

Deter At the earliest stage in the recruitment process the aim is that unsuitable candidates will be deterred from applying.

Reject It is not always possible to deter potential abusers from applying. Therefore, careful planning for the short listing, interview and selection stage in terms of scrutiny of applications, asking the right questions, setting appropriate tasks and obtaining the right information can assist in finding out who is suitable for the role and who is not

Prevent The intension of careful planning at all stages of recruitment process is to apply measures to deter, identify and reject unsuitable people from gaining access to children and young people or adults at risk. Candidates are aware that all relevant pre-employment checks including right to work and references are undertaken prior to appointment.

Selection

The recruiting manager needs to plan the selection process and ensure:

- A selection panel consists of two or more people.
- A selection panel is identified at the start of the recruitment process and only changed if a panel member knows/is related to someone who subsequently submits an application (unless an internal applicant applies, where common sense prevails).
- A panel member is absent for some other exceptional circumstance
- The same selection panel must carry out shortlisting and interviews (with all candidates that have been shortlisted).
- The selection panel pre-book dates for shortlisting and interviewing.
- If the vacancy is Welsh essential then an agreed number of the questions must be asked through the medium of welsh. This must be done by a welsh speaking panel member to ensure the level of spoken welsh is appropriate to the role as assessed by the welsh language skills assessment

THE ROLE PROFILE (JOB DESCRIPTION) AND PERSON SPECIFICATION

A role profile and person specification must be produced or updated for any vacant post.

Role Profiles/Job descriptions (JD): JDs will list job purpose, a comprehensive description of duties, responsibilities, grade, reporting relationships applicable to the post. The wording must be clear and non-discriminatory, concentrating on and clarifying the principle duties and responsibilities of the post, rather than documenting the detail of the tasks involved. It must also specify any particular working patterns which apply.

The Person Specification (PS): A person specification is a profile of the skills, knowledge, qualifications and competencies you will look for during the recruitment and selection process. It's essential that the person specification is as detailed as possible. It will give the selection panel:

- a starting point for creating a job advert;
- a set of criteria that everyone who applies for the job can be measured against fairly;
- a structured and consistent way of assessing each applicant; and a document to allow you to make recruitment decisions clearly and openly.

A good person specification will:

- specify both the essential and desirable criteria in terms of skills, aptitudes, & knowledge that are required for the job, all of which should be directly related to the job and applied equally to all applicants.
- not include criteria that may have the effect of indirectly discriminating against certain groups of applicants.
- be written in plain English or Welsh;
- be specific to the job;
- be able to justify why specific skills, knowledge, qualifications and competencies are necessary to do the job;
- be measurable and show where you will look for evidence that the person has the necessary skills, knowledge, qualifications and competencies;
- say which criteria are 'essential' and which are 'desirable'; and
- give enough information to allow people to decide if they are suitable for the post.
- be the able to be used as a baseline document for induction and performance appraisal/CICO

SAFER RECRUITMENT

DBS and Requirement for references being called prior to interview (if short listed)

For posts requiring a DBS check the information in the job description must include a statement on the Council's Safeguarding Policy or the School's Child Protection Policy Statement. It will be made clear to applicants from the documents that a reference request will be sent to previous employers to enable applicants to alert them to the information requested as soon as they have been short listed for interview and that any offer will be subject to all pre employments checks including DBS and references being satisfactory.

A timetable for the recruitment process should be drawn up by the recruiting manager. Care must be taken to ensure that the advert accurately reflects the job. It should therefore be based on the Role Profile/Job Description and Person Specification which is why these should be written prior to the advert to allow as much information as possible to be included in the advert. The aim will be to attract good candidates but also to deter those who are not suitable.

Information for applicants – about the Council/ the service area/school

In addition to the advert Role profile/Job description and Person Specification other relevant information may be added as required including business plans, school plans, information about “this is how we do things here”/“this is what we are about”/ “this is what we are passionate about”. Contact colleagues from the Digital Team to help to set up your social media links/ consider including a short video from the manager/Head-teacher.

SELECTION - LONGLISTING AND SHORTLISTING

The recruiting manager and panel will meet to consider the applications. Ideally, the panel members would shortlist independently and then get together to compare and agree the short-list. Care should be taken when copying in terms of wastage and impact on costs and the environment but more importantly viewing personal information should be restricted to those involved in the recruitment process. Applications must be stored securely at all times.

If a large number of applications are received, the recruiting manager and panel should first undertake a long listing exercise to exclude those applicants who are clearly not suitable for the position. All applicants should be scored by all panel members before the recruiting manager confirms whom they wish to invite to interview. Priority is given to ‘At Risk’ candidates and disabled applicants and those covered under the Armed Forces Covenant scheme.

Disability Confident pledge

The Council operates a guaranteed interview scheme. All applicants with a disability as defined under the Equality Act 2010, who advise the Council at the time of their application and who meet the minimum (Essential) criteria of the post must be offered an interview unless an 'At risk' candidate applies. They take priority over disabled applicants.

If a candidate has declared a disability the recruiting manager must ensure that the letter inviting them to interview includes asking if they would like any special arrangements made for the interview so their needs can be accommodated/ to enable them to attend interview and participate fully in the selection processes. Recruiting managers may need to consider allowing disabled applicants more time to complete tasks, ensure an accessible venue or offering accessible information eg large print documentation etc

The recruiting manager has a responsibility to ensure that only the criteria stated for shortlisting in the person specification is used and that the same criteria is applied to all applicants. The evidence collated must be limited to that which can be clearly obtained from the information provided on the application. Essential requirements for interview identified in the person specification must not be amended at this stage or any new criteria added. The Role Profile/Job Description and Person Specification must be available to each panel member when shortlisting and all panel members must look for evidence in the application regarding the level of knowledge skills, & attributes that are being looked for and provide a score and mark against these.

It is good practice to keep a record of the reasons for the rejection of applicants at the shortlisting stage. The recruiting manager should ensure all shortlisting decisions are recorded and kept for feedback. The recruiting manager should provide a clear explanation, when requested by an applicant, about why they were not shortlisted. Feedback should normally be given by the recruiting manager.

SAFER RECRUITMENT

All applications should be scrutinised to ensure that the information provided is consistent and that any do not contain any discrepancies, and to identify any gaps in employment. Any anomalies or discrepancies or gaps in employment identified by the scrutiny should be noted to further explore at interview (if shortlisted). As well as reasons for obvious gaps in employment, the reasons for a history of repeated changes of employment without any clear career or salary progression, or a mid-career move from a permanent post to agency working or temporary work, also needs to be explored & discussed at interview.

Following the above checks, the panel should assess each application in relation to whether the required criteria have been demonstrably met by the applicant to merit inviting to an interview.

Panel members must familiarise themselves with the candidates' applications, prior to commencing any interviews. They will agree the questions they will ask all candidates relating to the requirements of the post and the issues they will explore with each candidate based on the information provided in the application. They will cross reference with references prior to any offer of employment.

Lack of Suitable Candidates

The recruiting manager can make the decision, with agreement from all panel members, to re-advertise a post if it is not possible to agree shortlist to proceed to the next stage. Applicants should be advised that the field was insufficient to progress with the recruitment process and advised that their application will automatically be re-considered. Should a manager/Head-teacher wish to access an agency worker(s) for a short period of time due to business demands in this situation, the Agency & Self-Employed Workers Policy should be adhered to.

Invitation to interview

The recruiting manager should finalise the selection and assessment documentation for the selection process. This should be just be fine tuning as at the planning and preparation stage decisions should have been taken on the selection methods to be used to assess the suitability of short listed applicants against the person specification criteria.

The recruiting manager will be responsible for ensuring there is a suitable template to collect all selection method responses and interview responses from each candidate.

Interview letters will confirm the following:

- Give details of the interview panel and interview location, the date and time of the interview.
- Ask candidates whether they have any special requirements in relation to the interview including aids and adaptations.
- Outline the nature of any tests/activities to be performed at the interview (in line with the person specification).
- Presentation topic if a requirement (details of timing etc.)
- Outline the necessary document checks that will be undertaken at interview and the documentation they are required to bring.

For all posts working with children (and which require a DBS check), references will be called for applicants prior to interview. For school posts references are requested by the school.

CHECKS BEFORE AND DURING THE SELECTION PROCESS

Prior to Interview

The recruiting manager will use the Candidate Interview Verification Checklist (Appendix 2) as a tool for each candidate to be interviewed. This provides a check list to ensure that the pre-employment checks are commenced and will be completed where possible prior to a conditional offer of employment being made but it is essential that they are in place prior to commencement of employment. Specific documents must be seen and verified by the recruiting manager during the interview process.

SAFER RECRUITMENT

The recruiting manager must complete the adapted Candidate Verification Form for each candidate to be interviewed.

Any gaps or inconsistencies should have been identified at short listing. A template should be used for the face to face interview to record the candidates' responses.

References

The recruiting manager must ensure, where possible, at least one referee can make reference to the applicants work in an earlier post/role within the same workforce (Children/Adults) as the post being applied for.

References must be requested and read prior to interview and verified. All conversations must be recorded. The recruiting manager must contact the referee (whether an internal or external referee) to verify the reference if any ambiguity (e.g. if all questions have not been answered or the reference is vague or unspecific) and this must be discussed and resolved with the referee before interviews are undertaken. Any discussions must be recorded and evidenced. The information given should also be compared with the application to ensure that the information provided about the candidate and his/her previous employment by the referee is consistent with the information provided by the applicant. Any areas of concern found within the reference must be discussed with the applicant during the interview.

In exceptional circumstances it might not be possible to obtain references prior to interview, either because of delay on the part of the referee, or because a candidate strongly objects to their current employer being approached at that stage, but that should be the aim in all cases. Where a reference has not been obtained for the preferred candidate before interview, the recruiting manager should ask the candidate if they are expecting any issues to be highlighted by the referee in the reference and record comments. The recruiting manager must ensure that it is received and scrutinised after interview and before an offer of employment is made, and any concerns are resolved satisfactorily with both the referee and the candidate before the person's appointment is confirmed.

Any information about past disciplinary action or allegations should be considered in the circumstances of the individual case. Cases in which an issue was satisfactorily resolved some time ago, where an allegation was determined to be unfounded or did not require formal disciplinary sanctions, and in which no further issues have been raised, are less likely to cause concern than more serious or recent concerns, or where issues that were not resolved satisfactorily. A history of repeated concerns or allegations over time is also likely to give cause for concern.

Checks at Interview

During the assessment/interview day the recruiting manager must see documentation as detailed below.

RIGHT TO WORK IN THE UK
<ul style="list-style-type: none">• This applies to all internal/ external candidates.• The recruiting manager will familiarise themselves with the acceptable documents that can be used to prove identity (but should include Photo ID, Name, and Date of birth, address and National Insurance Number). The same information has been provided to candidates attending for interview so candidates should produce the relevant documents on the day of the interview.• Documents should be checked by the recruiting manager and a photocopy of the relevant pages of the documents taken and the recruiting manager should sign & date the photocopies to verify that the original documents for the successful candidate have been seen. These are required later for inclusion on the personal file. All documents from unsuccessful candidates should be securely shredded as per retention schedule.
QUALIFICATIONS AND PROFESSIONAL ACCREDITATIONS
<ul style="list-style-type: none">• This applies to all internal/ external candidates unless evidence is already on file.• Evidence of qualifications essential for the post. The recruiting manager must undertake this check for all candidates irrespective of the post they are applying for. Documents must confirm any educational and professional qualifications that are necessary or relevant for the post, e.g. the original or a certified copy of a certificate or diploma, or a letter of confirmation from the awarding body. N.B. If the successful candidate cannot produce original documents, or certified copies, written confirmation of his/her relevant qualifications must be obtained from the awarding body (by the candidate).• The recruiting manager should take a photocopy of the relevant pages of the documents and sign & date the photocopies to verify that you have seen the original documents. These are required later for inclusion on the personal file held in People Services. All documents from unsuccessful candidates should be securely shredded/deleted.
REGISTRATION WITH EDUCATION WORKFORCE COUNCIL AND SOCIAL CARE WALES
<p>It is a legal requirement that teachers and learning support workers working in schools and qualified youth workers and youth support workers in Wales are registered with the Education Workforce Council before commencing their employment in Wales. The recruiting manager must check that the registration for the candidate is in place.</p>
SOCIAL CARE WALES
<p>Qualified social workers using the title social worker, residential child care managers and workers, adult care home managers and domiciliary care managers must be registered with Social Care Wales. The recruiting manager must check that the registration for the candidate is in place.</p>
REFERENCES
<p>For posts where the references will be called for following an offer of appointment, check with the candidate that the details on their application regarding their referees is correct and that the two referees listed are from the current employer (most recent employer) and their previous employer.</p>

SAFER RECRUITMENT

Undertaking Identity checking for DBS Applications.

Where a post requires a DBS check, the employee will be required to undertake an electronic DBS application process and provide relevant identity documentation to complete the on-line application. The recruiting manager will ensure that the candidate is briefed to enable them to complete DBS on-line application & they will reiterate that any consequent offer of appointment will be informed by either no disclosure or going through further consideration process (risk assessment) if there is a disclosure.

Checks subject to completion before appointment made

REFERENCES

The purpose of the reference is to provide relevant additional information and to act as a check on information provided by the candidate. However it is important to keep in mind their limitations. References will inevitably be influenced to some extent by the personality of the person giving them. References that contain factual information about a job applicant's past experience and performance & can be a sound predictor of his or her future performance in a similar role. References from recent employers are the most useful.

There must be a minimum of two references for candidates external to the Council. Agency workers on assignment at the Council are NOT internal employees (although they have the right to apply for internal vacancies) and therefore two references are required as per an external candidate.

Referees/References must meet the following eligibility criteria:

- One of these should be their current or if unemployed/self-employed their last employer.
- If they are currently a student, one should be a senior staff member from their place of study.
- If the candidate has not been previously employed, a suitable character reference must be used. Two character references are not acceptable.
- References must not be accepted from a relative or spouse/partner.

Treat any reference that contains non-factual information with care.

The recruiting manager can request additional references.

References must be verified by the recruiting manager and if any issues are highlighted in the reference the recruiting manager must discuss these with the successful candidate. It is important that information obtained is properly evidenced, recorded and stored securely.

OCCUPATIONAL HEALTH CLEARANCE

People Services: Support Team will send an OH questionnaire to the potential new employee for them to complete except schools where if necessary the form will be issued by the Head-teacher. Not all posts are covered by this requirement please refer to People Services for guidance if necessary.

DBS

Please refer to Safeguarding requirements where a DBS has a disclosure

[DBS Policy](#) and [eligibility tool](#)

THE SELECTION PROCESS

Selection methods

The application and interview will not always provide all of the information required to make an informed decision. However, a face to face interview is always the minimum requirement for an appointment process. The recruiting manager will need to consider if other selection methods are also required. In designing the selection process, the recruiting manager should decide what selection methods are to be used to test the criteria set out in the person specification. The aim must be to select sufficient methods that will adequately measure the candidates' abilities to meet the requirements of the job.

The selection methods must be consistently applied to all candidates and the results recorded to ensure that all candidates are assessed fairly and treated equally. The only time where this may not happen is if there is a candidate with a disability that requires a reasonable adjustment to the interview process to allow them the opportunity to compete for the job on an equitable basis. As a requirement of the "Disability Confident Pledge" disabled applicants are guaranteed an interview if they meet the minimum (Essential) criteria for the role. The applicant will need to be asked whether they have any specific requirements (reasonable adjustments) that will need to be put in place for the interview.

Any assessment methods/interview questions used in recruitment should relate clearly to the job description and person specification. The selection panel should be aware of what evidence is being gathered and which aspects of the job description and/or person specification it relates to. Assessment methods should relate as closely to the actual job as possible as this may help to determine how the applicant may perform in the post. For example, an exercise on budgets should use typical budget information used in the job, probably in a simplified format; an IT test should use software that the job holder would use.

Assessment methods should be checked to ensure there is no unjustifiable bias which would discriminate against certain candidates. For example using jargon/terminology which might be unfamiliar to external candidates.

Where qualifications are a requirement, recruiting managers should ensure they also explore at interview demonstrable competence at a level equivalent to the particular qualifications to ensure the person is able to work at a level that the qualification suggests they are capable of.

Assessment methods should be appropriate for the job being applied for. Candidates should not be asked to do a PowerPoint presentation or role play dealing with a difficult customer if this would not normally be part of their job.

Assessment Tools (in addition to the interview)

Presentations	Written Exercises	In-Tray Exercises
Contact with colleagues	Role-plays	Group Discussions
Contact with service users (e.g. student voice)	Assessment Centres	Case-Studies

The recruiting manager should use assessments and interviews which are structured around the selection criteria highlighted in the job description and person specification. Care should be taken to apply scores in

relation to the needs of the job as related to the criteria in the person specification. The recruiting manager will be responsible for ensuring there is a suitable template to collect all selection assessments and interview responses from each candidate.

The interview

The purpose of the interview is two-fold – it connects both the interviewer and interviewee. Both will be assessing each other as they listen to each other.

Interviewers will need to agree core interview questions. These should be open, clear and relevant and related to the JD and PS. All candidates must be asked the same core questions but supplementary questions and discussion will help to clarify particular information. Interviews can also occupy different positions in the selection process. An interview may occur before more in-depth assessments or it may occur at the end of the selection process. This is important because interviews should be used to explore in more depth information gathered from other selection methods (eg to discuss the findings from a personality questionnaire).

Job applicants need to know about the Council/ the service area/the school, its objectives, plans for the future, and about the team they may potentially be working with.

Five basic principles of interviewing:

- Understand your objective – understand your criteria for evaluating/assessing and know your optimum profile for the “winning” applicant
- Learn about the applicants in advance – take time to digest candidate information; plan a productive interview process
- Know the job requirements – know the job well so you can share (and answer questions from the applicant) about the more detailed job information
- Develop rapport quickly – making an interview profitable is to quickly establish a close two way understanding which helps to raise the interview to a meaningful level and produces a greater depth of insight for both interviewer and interviewee
- Listen before you talk and “listen more than you talk”

SAFER RECRUITMENT

The face-to-face interview should explore a candidate's suitability to work with children/vulnerable groups as well as suitability for the post, their attitude toward children and young people. Questions are asked on suitability in relation to the job description and person specification or role profile and ability to undertake the job.

Individual questions relating to issues highlighted in work history / references must be asked during interview.

In addition the selection panel should also explore a candidates:

- Ability to support the Council's agenda for safeguarding and promoting the welfare of children/vulnerable groups.
- Concerns or discrepancies arising from the information provided by the candidate and/or a referee. (It is acceptable to ask about information contained within references).
- If the candidate wished to declare anything in light of the requirement for a DBS check – any comments made by the candidate should be noted.
- If references have not been obtained before the interview, the candidate should be asked at interview if there is anything s/he wishes to declare/discuss in light of the questions that have been (or will be) put to his/her referees. Any comments made by the candidate should be noted.

Receipt of at least two satisfactory references for school posts are the school's responsibility to send for, determine if they are satisfactory, and hold on record.

The selection panel must independently score each candidate or agree a moderated panel score at the end of each interview. Where there is more than one candidate achieving the same score, the panel should carefully compare the candidates to determine which one most closely meets the job description and person specification. Where other selection methods have also been used an overall assessment of the suitability of each candidate must be undertaken by considering the outcomes/assessments made.

The General Data Protection Regulations (GDPR) places responsibilities on employers to process personal information that they hold about job applicants and workers in a fair and proper way. These cover automated and computerised personal information kept by employers as well as personal information put on paper and held manually. Notes should be accurate and clear about decisions taken at time of selection and not contain any information that can be misconstrued. Keeping interview notes can help the organisation to protect itself from potential claims of discrimination under the Equality Act 2010.

Once the appointment decision is made, the recruiting manager must collate all the notes (if hard copy) made by all the panel members identifying the main reasons that candidates were and were not successful. The recruiting manager should store these notes securely and shred as appropriate after 6 months. . If electronic notes made - save securely for 6 months and then deleted.

STORAGE, DISPOSAL AND ACCESS

- Treat all documents as highly confidential at all times.
- Restrict access to the colleagues involved in the selection process only.
- Interview notes (if hard copy) should be collected by the recruiting manager for corporate posts for secure storage once a decision has been made by the selection panel.
- For school posts the recruiting manager will collect all documents for secure storage in liaison with the Head-teacher.

- Electronic notes should be saved securely and deleted after a period of 6 months.
- Documents relating to the appointment of the successful candidate for corporate posts will be provided to People Services who will save on to the personal file. The Head-teacher will create and maintain the personal record for their post holder.
- Any hard copy documents for unsuccessful candidates should be kept secure for 6 months and will be disposed of securely by recruiting managers / head teachers.
- If a recruiting manager receives a Subject Access Request from an applicant, contact the Data Protection Officer to agree how best to action it.

Unsuccessful candidates

Unsuccessful candidates should be contacted as soon as possible. It is good practice to provide feedback where requested and the feedback should aim to help the candidate in future interviews, not to damage confidence.

Decision to appoint

Appointment must be on merit. A conditional offer of employment is the first letter after the decision to appoint is made. This enables the recruiting manager to track and confirm that all necessary pre-employment checks before a final offer is made.

OFFER OF EMPLOYMENT

People Services will send the recruiting manager / head teacher (opted into SLA) a conditional offer of employment letter to check accuracy and if correct forward onto external successful candidate.

The letter includes:

- Subject to positive information being received from the Council's Occupational Health Adviser (if required).
- Proof of essential qualifications for role/registration with EWC or SCW as required.
- Subject to satisfactory references (unless already confirmed).
- Subject to satisfactory DBS (as required).

The recruiting manager should advise the successful external candidate that they cannot start work until all the necessary clearances have been obtained, and so he/she should be advised not to give notice to their present employer until it is certain that the appointment can proceed.

The recruiting manager should advise the successful external candidate that all new starters to the Council are subject to a six month probation period (this does not include teachers) before an appointment is confirmed. The recruiting manager will be responsible for checking that all pre-employment checks are satisfactory.

Processing the appointment

The recruiting manager will monitor the receipt of pre – employment checks. When the DBS disclosure check is received the recruiting manager will follow the relevant procedure if there is a disclosure before a) withdrawing the offer or b) progressing by confirmation on the starter form. Please refer to the [DBS Policy](#). Where there are no disclosures, the recruiting manager will confirm on the starter form. In the event that there is not Occupational Health (OH) clearance and/or OH have advised there are issues that need to be considered under the Equality Act, the recruiting manager is advised to contact People Services HR for advice & support.

SAFER RECRUITMENT

In 'Keeping Learners Safe' Welsh Government (2015) (page 86) it says that every school must have a Single Central Record (SCR) of all staff and volunteers in the school.

The SCR will have the following headings:

- Identity-name, address and date of birth
- Date identity checked
- Qualifications-where the qualification is a requirement of the job i.e. those posts where a person must have QTS
- Evidence of Right to Work in the UK
- Two satisfactory references
- DBS—for all those who require a check under the guidance and regulation applying at the time they were recruited
- Date that the check was evidenced
- EWC check (for teachers and support workers as required by EWC)

APPOINTMENT

The recruiting manager must be aware that a verbal offer of appointment is as binding in law as a written offer. Once an unconditional job offer has been made and accepted, a contract of employment will come into existence and any subsequent withdrawal of the offer will constitute a breach of contract.

Once all pre-employment checks are complete the appointment letter and contract of employment is sent to the successful candidate. The recruiting manager must agree a start date with the new starter. In order to preserve continuity of Local Government Service candidates transferring from another local council should normally finish on a Sunday and commence with the Council on a Monday. The appointment letter must also indicate at which point the successful candidate starts on the pay scale; this is usually the bottom point of the grade to which they are appointed but they can be started part way up the scale in exceptional circumstances. For teachers/school leadership posts it will be in accordance with school teachers pay and conditions document and/school pay policy.

STARTING WORK IN MONMOUTHSHIRE

Induction

A systematic induction programme will be provided to help a new colleague adjust to the new social and working environment and to become effective in the job as soon as possible. An Induction programme is a vital component for all employees whether new to the Council or School and this covers changing roles within the Council or school. All new starters should attend corporate induction.

The line manager for the new starter must compile a local induction programme that provides a checklist of activity and information to be provided to the new starter about their service area/school to include:

- Prior to starting work
- The first day of work

- The first two weeks
- The first three months

Other things to consider for a new starter (if applicable):

- ID Card/Building security pass/Access to IT.

SAFER RECRUITMENT

MAINTAINING A SAFE CULTURE

The recruiting manager must manage the induction and probation process for the new colleague within the context of Safeguarding by

- putting into practice, clear policies and procedures and ensuring that a new colleague is aware of and understands them
- setting acceptable standards of behaviour
- having in place clear procedures for reporting concerns, ensuring that a new colleague knows what the procedures are and their responsibility for following them
- taking concerns seriously and providing support to colleagues raising them
- taking appropriate action in relation to concerns raised
- ensuring that new colleagues undertake child protection and/or safeguarding and other relevant training on a regular basis
- keeping the commitment to safeguarding and child protection on the agenda through regular discussion and/or reminders at team meetings, training sessions etc.
- never thinking that enough has been done to ensure a safe culture.

Probation

All new colleagues to the Council are subject to a probationary period of six months. This applies to support staff in schools. Teachers are not subject to probationary periods. For further information, please see Managing Probation (Appendix 4)

SAFER RECRUITMENT

On-going vigilance

It is never sufficient to assume that a safer recruitment and selection process and robust induction arrangements are enough to ensure that the children and vulnerable service users are safe. Creation of a safe culture, with on-going vigilance is essential.

APPENDIX 1: HEADTEACHER RECRUITMENT PROCESS

Head-teacher Appointment Process – Roles and Responsibilities

This document outlines the roles and responsibilities of the EAS representative, CEO Representative, HR and Governor Support at each stage of the leadership recruitment process.

Template and documents for each stage of the process are available in the regional recruitment pack.

Where reference is made to EAS representative this refers to:

1. Challenge Adviser for Infant/Junior/Primary/Special School Head-teacher appointments;
2. Challenge Adviser for Teacher in Charge/Head-teacher for Pupil Referral Units (PRUs);
3. Representative of the EAS Management team/SLT for Secondary Head-teacher appointments (Managing Director, Assistant Director, Principal Challenge Adviser)

Where reference is made to Chief Education Officer's representative, this refers to a member of the Local Authority Education Team.

Where reference is made to Human Resources (HR) this refers to either the HR representative from the Local Authority or if the school commissions this separately they will need to secure their own arrangements for this process e.g. from an independent provider.

In the case of Voluntary Aided/Voluntary Controlled schools a representative from the Diocesan Authority (who must be agreed with the Diocesan Director) will also be present to provide advice and support to the Governing Body throughout the process and will take on some of the roles outlined for other officers within this document. In the case of Voluntary Aided/Voluntary Controlled schools, there will be additional aspects to the Professional Interview specifically linked to the Voluntary/Faith status of the school as well as different application forms, job descriptions and person specifications as appropriate. This involvement will be discussed in detail at the Resignation Stage and at Advert Setting.

***Please note that the outgoing Head-teacher cannot be involved in any aspect of the Recruitment process of their successor.**

Government of Maintained Schools (Wales) Regulations 2005 – Schedule 7, Point 4, Appointment of Staff.

Stage 1 – Resignation

Staffing of Maintained Schools (Wales) Regulations 2006

“Part 2.10 (1) The Governing Body must notify the authority in writing of a vacancy in the post of Head-teacher or deputy Head-teacher of the school before taking any steps with regards to the recruitment process”.

The outgoing Head-teacher will provide the Chair of Governors and Chief Education Officer (CEO) and Diocesan Director of Education (DDE) where appropriate with a signed letter of resignation that will be forwarded to HR and subsequently, the Principal Challenge Adviser.

Chief Education Officer (or their representative) to arrange discussion with EAS Representative/ Governor Support/HR/DDE to discuss possible options and recommendations to be provided to the Governing Body on progressing to stage 2.

Stage 2 - Full Governing Body Meeting

Present: HR, Governor Support/Clerk to Governors (or school's own arrangements for clerking), EAS Representative, Chief Education Officer's Representative (where required), Diocesan Representative (where appropriate).

Governors' Responsibilities:

- The Chair of Governors must ask for any declarations of interest which would exclude the member from taking any part in the process.

- Agree to recruit and undertake to advertise the post nationally or agree alternative options;
- Agree the Head-teacher Pay range (previously known as the ISR) following the briefing provided by HR;
- Confirm the membership of the Selection Panel and the Chair of this panel (all members must attend the shortlisting and interview);
- Agree the dates for the Full Governing Body ratification meeting (to facilitate this, other recruitment dates, e.g. shortlisting, interview dates, may need to be agreed at this stage).
- Delegate the process to the Selection Panel.

Governor Support/Clerk to Governors' Responsibilities (prior to the meeting):

- Arrange the meeting and send agendas to all Governors and other attendees (as listed above);
- Forward agenda and information detailing Selection Panel members to Governing Body;
- Liaise with Chair of Governors to confirm arrangements for minute taking at the meeting where Governor Support/Clerk to Governors will not be present.

EAS Representative/CEO Representative/Diocesan Representative Responsibilities:

- Lead discussion on determination as to whether to proceed with advertising post or alternative options (if applicable). HR to contribute where appropriate;
- Brief Governors on recruitment process (with HR where appropriate) including available assessments;
- Agree timeline for advert, shortlisting and interview dates;
- Discuss and advise on the advert, job description and job requirement form (DDE to provide job description and person specification where appropriate);
- Discuss and advise on documents to be included in application pack.

HR Responsibilities:

- Prepare Head-teacher pay range briefing note (prior to meeting) and advise Selection Panel on recommended Head-teacher pay range and share with EAS Representative prior to meeting;
- Provide example job descriptions and adverts (EAS examples);
- Advise panel on requirements for national advertising and approximate prices of press adverts if required;
- Complete pro-forma for advert and job description.

Stage 3 – Placing an Advert

Selection Panel Responsibilities:

- Agree any dates for activities that need to be included in the advert, e.g. shortlisting date, interview date and visit to school.
- Share key dates with the current post holder for information only.

- Draft final advert and forward to HR representative for circulation to EAS/CEO/Diocesan representatives.
- Agree additional documents to go in to the application pack.
- The Chair of the Selection Panel to complete any relevant documentation to enable the advert to be placed (LA specific).
- Agree arrangements for the collation and distribution of application forms and packs (LA specific).
- Agree the shortlisting criteria and scoring method ready for the shortlisting meeting.

EAS representative/CEO representative/Diocesan representative Responsibilities:

- Review and advise on any necessary changes that would need to be made to the advert.
- Agree additional documents to go in to the application pack with the nominated Governor e.g. letter from Chair of Governors. DDE to provide application forms where appropriate.

HR Responsibilities:

- Share the draft advert with EAS/CEO/Diocesan representatives and members of the Selection Panel to enable them to review and advise on any necessary changes that need to be made.
- Provide a shortlisting framework and advise on shortlisting methodology.
- Following agreement, collate all documents to go in to the recruitment pack from the nominated Governor.
- Liaise with Chair of the Selection Panel to ensure all relevant documentation is completed.
- Arrange for the advert to be placed.

Stage 4 – Closing Date

HR Responsibilities:

- HR to receive completed application forms.
- HR to distribute completed application forms along with job description, job requirement form and shortlisting grid to EAS/CEO/Diocesan representatives, and Selection Panel via e-mail or hard copy (on request - in liaison with HR).

Stage 5 - Shortlisting Meeting

Present: Members of the Selection Panel, HR, EAS/CEO/Diocesan representative

Selection Panel Responsibilities:

- Read and score the application forms prior to the shortlisting meeting.
- Discuss and agree the shortlisted candidates using the previously agreed framework.
- As a requirement of the “Disability Confident Pledge” disabled applicants are guaranteed an interview if they meet the minimum (Essential) criteria for the role.

- Agree the format of the recruitment activities (interview day).
- Confirm to HR the letter to invite candidates for interview.
- The applicant will need to be asked whether they have any specific requirements (reasonable adjustments) that will need to be put in place for the interview eg longer time to complete a task, large print paperwork etc
- Confirm with Governor Support the arrangements for the Ratification Meeting and request the agenda be sent.
- Confirm room bookings and catering arrangements for Selection Panel, candidates, EAS/ Diocesan representative, and HR (if required).

HR Responsibilities:

- Advise Selection Panel on shortlisting process to follow.
- Complete master shortlisting grid based on Selection Panel decisions.
- HR to inform shortlisted candidates by letter.
- HR, where appropriate, to request references for shortlisted candidates.
- HR to circulate the agreed interview schedule (timings only) to Selection Panel/CEO/EAS/ Diocesan representative in advance of the interviews.

EAS representative/CEO representative Responsibilities:

- Discuss application forms and advise Selection Panel on shortlisting.
- Where a candidate is not shortlisted make a note on their copy of the shortlisting grid detailing what essential criteria were not met.
- Agree to provide feedback to unsuccessful candidates if Selection Panel determine feedback should be provided or if requested by candidate.
- Advise the Selection Panel on the suite of activities available during the interview process and agree with the Panel the format and activities to be used. Confirm the interview schedule.

Stage 6 – Interview

Present: Selection Panel, EAS representative, CEO Representative, Diocesan representative (HR where required for advice on process, subject to availability)

- Meet the Panel and advise panel on arrangements for the day including roles and responsibilities e.g. timetable, refreshment arrangements, housekeeping arrangements, confidentiality, and equality of opportunity.
- Lead discussion on which panel members will be involved in which aspects of the interview schedule.
- Distribute scoring sheets and lead discussion on how interview will be assessed.
- Meet and greet the candidates.
- Provide the candidates with a timetable for the interview process and arrange for the candidates to be escorted from task to interview.

- Offer professional advice through participation in the process as required.
- Lead discussion on identifying the successful candidate.
- Lead discussion on how candidates will be advised of the outcome of the assessment process.
- Lead discussion on factoring in any reasonable adjustments to the decision making process.
- Advise Panel on requirement to determine starting salary to be offered – HR advice may be sought.
- Inform the Chief Education Officer in writing if there is any disparity between the decision of the panel and the advice of the EAS representative/Diocesan representative/HR/CEO representative and record the advice on the ratification paperwork.
- Arrange to offer feedback to candidates following interview.

Stage 7 – Ratification Meeting

Present: Full Governing Body

Governor Support/Clerk to Governors’ Responsibilities:

- Confirm the arrangements to the full Governing Body to ratify the decision of the Selection Panel and provide the agenda and pro forma for minutes to the Governing Body. Meeting should be held on the day of the interviews if possible. (Please note that an additional cost for attendance of the clerk at the Governing Body Ratification meeting will be made as per the SLA).

Stage 8 – Contract of Employment

Chair of Governors/Clerk to Governors Responsibilities:

- Send ratification minutes to HR.
- Discuss with People Services HR regarding any reasonable adjustments that will need to be put in place to allow the successful candidate to take up their appointment.

HR Responsibilities:

- Once the ratification minutes are received HR will arrange for the appointment letter and ‘Statement of Written Particulars’ of employment to be sent to the new Head-teacher*.
- All appointments will be subject to pre-employment checks as deemed necessary by the LA e.g. DBS, references.

** In the case of Voluntary Aided schools, the appointment letter and ‘Statement of Written Particulars’ will be administrated by the Governing Body as the Employer.*

APPENDIX 2: CANDIDATE INTERVIEW VERIFICATION CHECKLIST

As a manager/ headteacher recruiting new staff you are required to ensure that some essential pre-employment checks are carried out at interview. Legislation requires that these checks are done well in advance of any potential start date, ideally these checks need to be undertaken at the Interview/selection stage of recruitment and certainly **before** any offer of employment is made.

PREPARATION BEFORE INTERVIEW

- In advance of the interview day – complete the Application Form Checklist (Annex 1) so that it can be reviewed with the candidate.

AT INTERVIEW

Checks to be undertaken at interview/selection or **before** any offer of employment:-

- **Verification of Application Form** – During the interview process, revisit the Application Form Checklist with candidate (using Annex 1). This process ensures that you explore all gaps in their application form at interview with them. Candidates should sign their electronically submitted application form to confirm that the information disclosed is correct. If virtual methods are used for the selection process, a signature will need to be obtained on the first day of employment if appointed.
- **Right to Work in the UK** – You **must** check that a job applicant is allowed to work in the UK. This must be done **before** an individual starts work. Employers are required to support securing compliance of the UK's immigration laws by undertaking such checks.

The following website <https://www.gov.uk/check-job-applicant-right-to-work> is available to you as the recruiting manager to check that a job applicant is allowed to work in the UK. It provides you with online tools dependent on the applicant's circumstances:

- [check the applicant's documents in person \(guidance\)](#)
- [check the applicant's right to work online](#); if they've given you their share code and date of birth (available in respect of those individuals with a biometric residence permit, a biometric residence card or have status issued under the EU settlement scheme).

Where a job applicant is unable to show their documents (as per <https://www.gov.uk/check-job-applicant-right-to-work>) you must ask the Home Office to check your employee or potential employee's immigration employment status (<https://www.gov.uk/employee-immigration-employment-status>). The Home Office will issue a 'Positive Verification Notice' to confirm that the applicant has the right to work. You must keep this document.

By using the online tools, you will be provided with up-to-date advice on what documents are acceptable and instruction on what should be copied and retained etc. **Please take a screenshot of the advice provided from the online tool and make clear copies of the documents identified as proof of an individuals' right to work in UK. Please attach both to the starter form.**

Always follow these steps:

STEP 1: Obtain the original documents specified in guidance;

STEP 2 Check the validity of the documents against the holder;

STEP 3: Make and Retain copies of the documents, noting the date done.

- Where an applicant has a time-limited document: Monitor expiry. Diarise a follow up check for before the document expires.
- Follow up right to work checks should be conducted following a renewal when required.

The UK left the EU on 31st December 2020. New global immigration rules took effect from 01 January 2021. There are transitional arrangements for EU, EEA and Swiss Citizens until 30th June 2021 as follows:

- Until then, an EU, EEA or Swiss citizen need only show their passport or national identity card to prove their right to work in the UK. You may also use the online checking service if they have obtained status under the EU settlement scheme.
- No requirement for retrospective checks on existing EU employees (who do not change jobs)

After 30th June 2021, these nationals will be subject to the same immigration rules as non-EEA nationals they will need to demonstrate their immigration status rather than their nationality to demonstrate their right to work when changing jobs. To find out more, see <https://www.gov.uk/guidance/recruiting-people-from-outside-the-uk>

For further detailed guidance on right to work checks see:

<https://www.gov.uk/government/publications/right-to-work-checks-employers-guide>

If you are employing someone illegally by not carrying out the prescribed checks, there may be a fine of up to £20,000 per person.

If you need further support with checking an applicant's right to work please contact your HR Business Partner.

- **Qualifications** – If the post requires specific qualifications to be able to undertake the role, then these need to be seen, verified and photocopied.
- **Registration** with appropriate professional body (where applicable) – e.g. EWC (Education Workforce Council); SCW (Social Care Wales).
- **Birth Certificate** –for National Insurance purposes.

Interview emails generated by the people services recruitment support team provides shortlisted candidates with the following link <https://www.gov.uk/legal-right-work-uk> so they are aware of what documents to bring with them on the day of their interview.

It is therefore **essential** that recruiting managers / headteachers see original documents of the above, photocopy, sign and date the photocopies to verify that the original documentation have been seen at interview. Please see <https://www.gov.uk/guidance/coronavirus-covid-19-right-to-work-checks> for temporary measures during the COVID19 pandemic.

AFTER INTERVIEW

Immediately, after the interviews, you will need to complete an electronic starter form for the successful candidate.

YOU MUST keep confidentially and securely all paperwork relating to the vacancy/interviews for 6 months after the interview date, following which time the unsuccessful candidate's details should be disposed of by confidential shredding.

The successful candidate details should be attached to the starter form / emailed to recruitmentsupport@monmouthshire.gov.uk to be kept for the new recruit's personal file.

Should you have any queries or require any advice on this process please contact recruitment support colleagues via recruitmentsupport@monmouthshire.gov.uk or telephone 01633 64 4400 (option3).

Application Form Checklist

Candidate Name: _____ Date of Interview: _____

Post being interviewed for: _____

<input type="checkbox"/>	Present Employment	Please ask interview candidate whether the details supplied here are still correct?				
		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If NO, please ask for present employment details & record here:
<input type="checkbox"/>	Employment Record	Are there any breaks in the candidate's employment record?				
		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If YES, please ask for details of breaks and record here:
	Dates of break & reasons for each (please ensure you list all breaks):-					
<input type="checkbox"/>	Education & Employment	Are there any breaks between education and employment?				
		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If YES, what was the reason, please ask applicant and record here:
<input type="checkbox"/>	References	Are the details of TWO referees supplied including their email addresses? (Please note that the referees should be the last 2 employers, however, if the candidate has never been employed then an educational referee can be supplied) Please, note family members, personal friends or neighbours are not accepted as referees.				
		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If NO, please ask candidate to provide you with the full details of the 2 referees & record here:
		<u>Referee 1 - Name:</u>			<u>Referee 2 - Name:</u>	
		Company:			Company:	
		Email Address:			Email Address:	
		Address:			Address:	
		Tel:			Tel:	
		If referees provided on application form or on this pro forma are not the last two employers. Please state reason here:				

<input type="checkbox"/>	Driving Licence	Is a driving licence required for this post?				
		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	<p>If YES, please tick to confirm that you have seen the driving licence & confirmed that it is valid for purposes of post.</p> <p>Photo ID: <input type="checkbox"/> Paper Licence: <input type="checkbox"/></p> <p>Successful candidate only will require driving licence to be checked re endorsements: More information can be found via https://www.gov.uk/check-driving-information</p>
<input type="checkbox"/>	Criminal Offences	Only necessary where a DBS certificate is required for the post. Please double check with the candidate that what is recorded on their application form remains correct. Is the information recorded correctly?				
		Yes, their application form is correct.	<input type="checkbox"/>	No, a change has occurred.	<input type="checkbox"/>	<p>Only required where a DBS certificate is required for the post.</p> <p>More information can be found via https://www.gov.uk/tell-employer-or-college-about-criminal-record</p>
<input type="checkbox"/>	Signature & Dated Application Form	Does the application form have the applicant's signature and is it dated?				
		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	If NO, please ask candidate to date & sign application form at the Interview.
<input type="checkbox"/>	Any other Information regarding the application form, please record here:					

Recruiting Manager / Headteacher's Signature: _____ Date: _____

Please Print Name: _____

Please Print Job Title: _____

APPENDIX 3: SHORTLISTING ASSESSMENT GUIDANCE

Key points for scoring and the final decision

This process is often referred to as 'longlisting' and 'shortlisting'. Both of these terms imply a process through which applications are assessed and a group of candidates you would like to invite to final assessment is compiled. The key difference is that in the case of longlisting there will be a stage before final selection known as a first selection stage.

Deciding which candidates to choose for your long/shortlist

Regardless of whether you are running a longlisting stage or not you will assess candidates' applications in exactly the same way. This stage is vital and the rest of the selection process relies on an application assessment process that puts forward the best candidates. Bear in mind these points when carrying out this process:

- Agree in advance the competencies being measured.
 - These should be taken from the Person Specification and based on essential criteria (and maybe some of the desirable criteria) at this stage.
 - It is unlikely that you will be able to assess all criteria by the initial application.
 - Objective or factual criteria such as possession of a qualification or experience in a given role are more readily assessed at the initial stage than skills and aptitudes.
- Be consistent in your approach and do not introduce new or additional criteria, which are not stated on the Person Specification or was not on the Person Specification at advert stage.
- How you allocate marks is up to you (so long as it remains consistent throughout). However, an example scale for scoring is shown in the scoring grid below.
- Ensure all the recruitment panel input into the final candidate list and ensure majority agreement on the decision.
- Ensure that all comments/marks on each candidate's performance are retained, so they can be used to inform feedback if requested.
- Ensure all scores are kept (confidentially & securely) from the shortlisting (& interview) stage.

* Note: As a requirement of the **Disability Confident pledge** and **Armed Forces Covenant Scheme**, if a person declares their right for inclusion on these basis on their application and meets the **minimum (essential) requirements** they must be shortlisted

** These boxes should be used to write in the main Shortlisting criteria from the Person Specification e.g. Degree or equivalent; line management etc.

The 11 Essential Criteria boxes are there as a guide only i.e. you may have only 6 essential criteria and 3 desirables

Candidates must meet all of the “essential” criteria listed before you move onto recording the “desirables” so if there are any crosses (see below) in the essential criteria then shortlisting that candidate will not take place even where they may score highly on desirable criteria i.e. those meeting 4 out of 8 essentials and 3 out of 3 desirables should not be shortlisted. The “Brief Comments” box may be used to make any notes as to why or why not a candidate was shortlisted, or any other relevant points. This Shortlisting form is particularly helpful if an applicant asks why they were not shortlisted, as the information is presented in a concise way and is objective

- 4- Requirement met totally
- 3 - Requirement mainly met
- 2 - Partially meets the requirement
- 1 - Requirement mainly not met
- X - Requirement not met

Signed	Successful <input type="checkbox"/> Unsuccessful <input type="checkbox"/>
Date	

Recruiting Manager will ensure the confidentiality of all recruitment documentation.

APPENDIX 4: INTERVIEW ASSESSMENT GUIDANCE

Key points for scoring and the final decision:

- Scoring should be carried out based on the candidate's performance against each Person Specification criteria. How you allocate marks is up to you (so long as it remains consistent throughout). However, an example scoring grid is shown in the interview assessment template below.
- Remember that marks should not just correspond to the interview but to any other selection methods you have decided to use to ensure you cover all aspects of the Person Specification criteria.
- Your final decision should be to appoint the candidate who has scored highest overall. If you have created an accurate Person Specification and scored properly then you will never feel that the best candidate is not the one with the top marks.
- You should also agree a second and possibly third choice candidate (so long as they are considered appointable) in case your preferred candidate does not accept the position.
- Decisions must be fair, objective and transparent and must not be made on the basis of: Snap judgements; Prejudice; Stereotyping and presumption; Halo or horns effects; Mirroring (selecting candidates "in their own image"); Personalities rather than abilities; Over-reliance on a single element in the selection process and Information provided informally.
- If you have candidates that tie or score extremely closely, then you will have to make a judgement. Please ensure that you are aware of the possible role of unconscious bias in this decision and consider the matter in an objective manner. Make sure time is taken to make the decision. Performance in all elements of the process should be reviewed. Where a panel is tied and agreement can't be reached, the Chair of the panel has the deciding vote, though panels should always aim for a consensus decision.
- If nobody is appointable then it is better to reopen (re-advertise) the recruitment process than to employ someone who is not meeting the required standard. Recruiting the wrong person could be costly and create problems in the long run, so it is better to spend a bit more time to find the right person.
- Agree constructive feedback for unsuccessful candidates based on their performance against the Person Specification.
- Once you have decided who you want to appoint, keep all your scoring notes from the entire process. This is to ensure that the fair process through which a decision is made can be demonstrated if the outcome of your deliberations is challenged.

EXAMPLE: interview assessment template

Job title:	
Date of interview:	
Candidate Name:	

- Each member of the panel should make notes (on a separate sheet) and score each candidate. Scores should then be added up and used when making a decision.
- The panel should also decide which questions will be asked by each member of the panel.

Scoring – Remember you are seeking evidence against the Person Specification. Candidates' answers can be scored as follows:

0	No answer given or answer completely irrelevant. No examples given.	2	Some points covered, not all relevant. Some examples given.	4	Good answer. Relevant information. All or most points covered. Good examples.
1	A few good points but main issues missing. No examples/irrelevant examples given	3	Some points covered. Relevant information given. Some examples given.	5	Perfect answer. All points addressed. All points relevant. Good examples.

The Interview

Person specification criteria	Related question(s)	Score (0-5)	Total

Other selection methods

Person specification criteria	Assessment test(s)	Score (0-5)	Total

Overall Assessment	Comments	Score	Appoint Y/N

APPENDIX 5: MANAGING INDUCTION GUIDANCE



monmouthshire
sir fynwy

Welcome to Monmouthshire – Induction

We hope you have enjoyed your first day in Monmouthshire. We have put together this check list to ensure you are on track and have organised your first few months. It's important to us that your induction into Monmouthshire is seamless and effective. You can use this checklist with your line manager during your first 121 to ensure you are on track with your induction.

Action		Tick and personal notes
Lap top	Example: Set up to work both in the office and remotely	
e-mail	Example: Working and made aware of e-mail management policy	
Mobile	Example: Issued and working, receiving e-mail	
Extension Number		
Corporate Induction		
ID Badge		
Remote Working		
Head set & Mouse		
PS HUB		
My View		
BUSINESS WORLD		
Secure E-mail		
Payroll Set up		
Contract of Employment	RECEIVED?	
Code of Conduct Policy	RECEIVED?	
General Data Protection Regulation (GDPR) Act Training		
Safeguarding Training		
VAWDASV	Example: Have you completed your Violence against Women, Domestic Abuse and Sexual Violence e-learning training and printed your certificate?	

121 meetings	<p>Example: Agenda:- Probation Process Book for first 3 months Shadowing with ___? Mentor ___? Wellbeing check in Annual Leave – working pattern and leave to be agreed with Team Manager. On the Job induction contents and plan (document below) Plan in training and CICO /Performance Management discussion Team /School processes & policy reading.</p>	
Time	WEEK 1 Day 1 – DATE: _____ VENUE/LOCATION: _____	Who
9:30		
9:40		
10:30		
10 – 12 .30		
1.30	Lunch	
2.- 3..00		
3 – 5.00		
	Day 2 - DATE: _____ VENUE/LOCATION: _____	
AM		
PM		
	Day 3 – DATE: _____ VENUE/LOCATION: _____	
AM		
PM		
	Day 4 – DATE: _____ VENUE/LOCATION: _____	
AM		
PM		
	Day 5 – DATE: _____ VENUE/LOCATION: _____	
AM		
PM		
	WEEK 2 DATE: _____ VENUE/LOCATION _____	
AM		

PM		
	WEEK 3 DATE: VENUE/LOCATION: _____	
AM		
PM		
	WEEK 4 DATE: VENUE/LOCATION: _____	
AM		
PM		

Useful Contacts

Communication team			Address/tel/parking info	Date/time booked	Notes/info
Digital Programme Office		Emma Jackson Rebecca Devey			
Usk County Hall	Agile work station		NP15 1GA		
Digital Champion					
SRS		Self Service days			
Chief Officer					
Head of Service					
Names of the team					
PEOPLE SERVICES & PAYROLL TEAMS Peopleservices@monmouthshire.gov.uk 01633 644400					
Challenge Adviser					
School Cluster group					
People to meet within first 4 weeks. Build own plan on going.					
Induction Training Schedule					
				Date/time booked	Notes/info
	Induction follow up meeting				
	EXAMPLE:				
	CORORATE INDUCTION Training				

	IT training-Outlook, calendars, WORD,EXCEL			
	SHAREPOINT Training			
	Managers Induction Training			
	Safer Recruitment Workshop			
	Attendance & Well-being Workshop			
	Safeguarding Level 1			
	Probation Plan briefing with Line Manager – (Plan how it will be monitored)	Discuss with Line manager		
	Policies & procedures – All on PS HUB and introduction and overview will be carried on during On Boarding	Self		
	People Services HUB – Self navigate	Self		

APPENDIX 6: MANAGING PROBATION POLICY

New appointments to MCC (except those appointed on teaching terms & conditions of employment) are subject to the successful completion of a six months' probation period. This includes support staff in schools.

There is substantial evidence to suggest that probation periods increase the probability that new employees will succeed in their new roles. It allows the manager/head-teacher to assess objectively whether the new employee is suitable for the job taking into account their capability, skills, performance, attendance and general conduct. However, the probation period needs to be managed in the context of a supportive and systematic induction programme to help our new colleague adjust to the new social and working environment and to become effective in the job as soon as possible.

The probation period

As part of the induction arrangements, the manager/Head-teacher should discuss the following with the new starter:-

- What the new starter is expected to achieve in their job during the probation period and beyond.
- Details of the core values of MCC and behaviours expected of the new starter (including professional standards of behaviour/conduct associated with their role/any statutory registration).
- The standards of regular attendance expected from the new starter.
- The standards of customer service expected from the new starter.
- Any development required to help the new starter to do their job.
- How any problems with performance will be discussed & addressed.
- When the probation period review meetings will take place.

The manager/Head-teacher should structure the process so everyone understands expectations.

Training and support

The induction programme will set out details of structured training, guidance and supervisory support the new starter can expect to help them to do really well in their new post at MCC. The manager/Head-teacher should explain the mechanism for identifying and discussing any problem areas at the earliest opportunity, together with the provision of regular constructive two way feedback.

Review during the probation period

During the probation period a series of formal review meetings should take place between the new starter and their manager/Head-teacher. For example:-

- Week 4
- Week 12
- Week 26

These will be proportionate to the role and may take place during the 'usual' 121/supervision arrangements at a local level. In some circumstances, a brief probation review should take place following a team meeting or 'toolbox' meeting - and even if there are no concerns. This provides opportunity for feedback and any questions/points of concern (on either side) to be discussed. All meetings should be held in a confidential setting. Where 121 meetings or supervision takes place the outcome of the probation review discussion should be recorded in the 121 or supervision notes or for other circumstances a brief note is kept securely by the manager/Head-teacher and the new colleague has a copy.

When an employee on probation is experiencing difficulties

If the new starter is experiencing problems at any stage during his/her probation period the manager/Head-teacher should consult People Services HR for advice and discuss these with the new starter and not wait until the next scheduled review meeting. The primary purpose is to bring about a sustained improvement in performance and to ensure that the new colleague has had sufficient opportunity to achieve this. At any review meeting with a colleague where there are issues to be addressed, the following approach needs to be considered.

- Reinforce the areas where a colleague is doing well.
- Be open and honest with a colleague about his/her short comings. Provide documentary evidence whenever possible.
- Give a colleague the opportunity to respond. There might be some other factor(s) behind the problem.
- Try to reach an agreement on the nature of the problem. If joint agreement can be reached a colleague is more likely to react positively to any suggestion for improvement.
- Offer guidance and support on how to overcome the difficulties. This might include extra training/coaching or closer supervision.
- Ensure a colleague understands the degree of progress required and that successful completion of the probation period dependent on it.
- Ensure that a new starter is clear that if this standard is not reached then they will not reach a condition whereby their offer of employment is confirmed. i.e. completion of a satisfactory probation period and in this event it will be necessary to terminate his/her employment. Advice from People Services HR should be sought.

- Ensure that the discussions/agreed support and actions are documented.
- In the case of misconduct, short of gross misconduct (for which an immediate ending of employment may be appropriate) a colleague should be warned that any further misconduct will lead to immediate termination of his/her employment. Please note that for safeguarding allegations or concerns relating to child protection or adults at risk the relevant statutory procedure will apply which may include a referral to statutory authorities. The relevant safeguarding lead for the service will be contacted for advice.

Successful outcome of probation period

If a colleague's probation period is satisfactory the manager/Head-teacher should inform the colleague at the final meeting that their appointment is confirmed and the successful outcome documented. This could be recorded in one to one or supervision notes. The manager/Head-teacher should send a separate letter to the colleague confirming completion, copy of which is sent to People Services for the personal file.

Extending the probation period

The purpose of extending a probation period is to allow a colleague further time to improve his/her performance in order to demonstrate competence in the full range of duties and required behaviours.

If a probationer's performance is unsatisfactory in some areas but the manager/Head-teacher feels that further training and support may bring the employee up to the required standard, an extension (on a month-by-month basis) can be considered. This could also be appropriate in cases where a colleague or the manager/Head-teacher has been absent from the workplace for an extended period during probation due to circumstances beyond the colleague or manager's control.

An extension should normally be granted only where there are special circumstances justifying such a course and can only be made before the end of the original probation period. Extensions can usually be granted for a maximum of three further months, to cumulate usually in a maximum of nine months' probation.

Where it is agreed that a colleague's period of probation will be extended, it is important for the manager/Head-teacher to set out the terms of extension in writing to the new starter. It is important to state clearly:-

- The length of the extension and the date on which the extended period will end.
- The reason for the extension – for example that a colleague's performance has fallen short of certain standards, but that the manager/Head-teacher reasonably believes that an extension of time will be effective in allowing the new starter to achieve these standards.

- The performance standards or objective that the new starter is required to achieve by the end of the extended period of probation.
- Any support such as further training that will be provided during the extension.
- That if the new starter does not meet fully the required standards, by the end of the extended period of probation, his/her employment will be terminated.

It is not advisable to make extending probation periods the norm. An extension should be agreed only if there are special factors that justify it.

Termination of contract

In order to give a new colleague a full opportunity to meet the required standards the manager/Head-teacher will usually wait until the end of the probation period before taking any final decision to terminate employment unless evidence of misconduct. A manager/Head-teacher will have consulted with People Services HR (for advice/support) by this stage.

Where it is not possible to confirm that the new colleague has achieved a satisfactory probation period (and this clearly should not come as a surprise to the new colleague), the manager/Head-teacher will call a formal probation review outcome meeting with the new colleague, having given him/her at least 5 working days' notice in writing. The new colleague may be accompanied by a trade union representative or work colleague. The manager/Head-teacher will set out clearly the reasons why the new colleague has not successfully completed the probation period and will give the new colleague the opportunity to present his/her case including any mitigating circumstances.

The manager/Head-teacher will provide an outcome letter in relation to the meeting within 48 hours (the manager may convey their decision to the new colleague verbally sooner). The outcome could be a further extension with conditions or to terminate the employment contract. A manager/Head-teacher should be consulting with People Services HR when managing Please note that when considering a dismissal you should seek advice from People Services HR. This is particularly the case where a termination decision is made to ensure that contractual obligations for notice are followed. The new colleague should be given a right of appeal to the relevant Head of Service and should they wish to exercise this right they should appeal within 7 working days of the date of the outcome letter stating their grounds for appeal. There is only one right of appeal.

APPENDIX 7: SECONDMENTS POLICY

Contents

	PAGE
Policy statement	3
Policy scope	3
What is a secondment?	3
Internal secondments	3
Responsibilities	4
Areas for consideration	4
Process guide	6
APPENDIX 1 Secondment Agreement CORPORATE TEMPLATE	9
APPENDIX 2 Secondment Agreement SCHOOLS TEMPLATE	21

Policy Statement

The purpose of this policy statement is to explain the benefits of and processes to be followed when considering secondment opportunities. Each secondment should be considered on its merits and each secondment agreement (for external secondments) should be written to reflect the nuances of the agreement under consideration.

The use of secondments to broaden the skills, experience and knowledge of employees is proven and established. They can be considered for a wide range of personnel scenarios and offer a way of covering short to medium term gaps in structures and can be used to inject new ideas into an organisation to challenge well established thinking and methodology.

Secondments should be considered as an opportunity for an employee, employer and the hosting organisation of the secondment. The process needs to be considered, beneficial and entered into in a transparent and open way for the benefit of all parties, matching people to opportunities.

Employees will only be considered for a secondment where it is appropriate for Monmouthshire County Council (MCC) or is capable of enhancing the employee's job.

In its application, this policy seeks to ensure that there is no discrimination against employees either directly or indirectly on grounds prohibited by the Equality Act 2010 which covers age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation This policy is inclusive of partners of the opposite or same sex.

Policy Scope

This Policy applies to all employees including those employed in schools and the policy should be read in conjunction with the Council's other policies as appropriate.

What is a secondment?

A secondment arrangement involves an employee being temporarily assigned to another part of their own organisation, or to a different employer.

Internal secondments

An internal secondment is the temporary deployment of an employee to another role within MCC. Employees need to seek the agreement of their line manager/Head-teacher before applying for a secondment opportunity in order to ensure their business area/school is able to release them. All internal secondments should be advertised in accordance with MCC's Recruitment & Selection (safer recruitment) Policy and the Manager/Head-teacher should ensure that the following wording is included as part of the advert: 'This post is offered on a secondment basis. Applicants should ensure that they obtain the approval of their line manager/Head-teacher prior to application'. A letter from People Services to the successful employee will confirm the details of the internal secondment.

Responsibilities

Opportunities for secondments could arise at any time and at any level across the organisation and external to the organisation. They will often fall out of strategic discussions with external partners but could equally be generated by employees identifying opportunities that could realise a corporate benefit. Regardless of how a secondment opportunity is identified, the following stakeholders should be engaged as a matter of course.

- Chief Officer/Head of Service /Head-teacher/Governing Body – to approve the secondment via the appropriate mechanism to their setting (for example DMT report/report to Governing Body)
- Manager /Head-teacher– usually the focus of the secondment opportunity, co-ordinating the work required across all stakeholders.
- Employee being considered for secondment - it is important that the employee being considered for the secondment is consulted at the earliest stage of the process. They are

integral to a successful secondment and must be involved up front and 'buy in' to the process as early as considered appropriate.

- HR Business Partner – to provide specialist HR guidance (as required) and to support/guide all stakeholders through the process. Draft the secondment agreement under line management/Head-teacher or Governing Body direction.
- Trade Union representatives/work based colleague - support the employee in the decision making process on the opportunity/provide advice and guidance on terms of secondment.
- Legal partners – as needed, to provide employment law guidance on complex secondments and to draft SLA's (as needed) with the external organisation to which the employee is being seconded to.

The Secondment Agreement should be drafted by the relevant HR Business Partner taking instruction/guidance on the detail from the appropriate line manager, head teacher or Head of Service as appropriate. Responsibility for ensuring the secondment agreement is fit for purpose sits with the relevant business area/school lead and not the HR Business Partner.

Areas for consideration

The conditions for a successful secondment are underpinned by the preparation and consultation work that will culminate in a secondment proposal. It is imperative that full consideration is given to the factors listed below and that due care is given to all areas. Sufficient time should be given to ensure the secondment proposal has had full disclosure and consideration from all relevant stakeholders, the timescales required for this will vary on a case by case basis.

Line management and the employee considering/subject of secondment should discuss the following general areas as part of the consultation process¹:

1. **The Contract Status.** A secondment does not terminate an employee's contract of employment. In simple terms, the contract of employment continues to run during the period of secondment, and a key principle of the arrangement is that the employee is expected to return to his or her substantive post when the secondment ends.
2. **The effect of a secondment agreement.** A secondment agreement will vary certain terms of the employment contract for the duration of the secondment. This is an important principle and is why the employee must agree to the secondment (and the variation of the employment contract) before a secondment can commence.
3. **Line Management.** During the period of secondment, it is usual for the employee to undertake duties for the organisation to which they are seconded; as such, they will not

¹ TU/colleague representation is welcomed throughout this process.

be in a day to-day management relationship with the releasing employer. As the employees contract of employment remains in force (see para 1 above) for the period of secondment, continuity of employment will be preserved for the purposes of computing service-related entitlements and statutory employment protection rights.

4. **Leave and sickness absence.** Leave and sickness absence management are subject to agreement amongst the parties to the secondment, the seconded employee would normally be entitled to no less favourable terms than those enjoyed with the releasing employer. The default position would be to honour the employee's existing contractual entitlements as a MCC employee.
5. **Disciplinary/Performance management /Capability responsibility.** As MCC retains control over the contract of employment, in circumstances where the host employer wanted to dismiss/discipline/commence performance management/capability the employee, their powers are restricted to terminating the secondment arrangement. Once the secondment is terminated, this will immediately reactivate the employee's contract with MCC, who will then decide if the employee's actions impinge upon the employment relationship to the extent that the appropriate action should be considered.
6. **Pensions.** In cases where the employee remains employed (and paid) by MCC during the secondment, membership of the Local Government Pension Scheme (LGPS) or Teachers Pensions Scheme (TPS) for the duration of the secondment is unaffected. Normally, MCC will continue to pay the employee through its payroll function, and will invoice the host employer for the employee's salary plus on-costs for the period of secondment. As MCC continues to pay the employee pension contributions are made in the usual way. In cases where an employee is seconded and paid by an external organisation which is not part of the LGPS or TPS, pension will be affected and the employee will need to be advised.
7. **Secondments and TUPE.** TUPE Regulations direct that responsibility for all employees assigned to the undertaking or service at the time of transfer will pass to the transferee. TUPE Regulations transfer the contracts of employment in force at the moment of transfer. In a situation where employees are on secondment, if the part of the organisation they would normally work in is being transferred they automatically transfer as well. This is because the original contract of employment remains in force. This is similar to employees who are on long-term sick leave or maternity leave.

Process Guide

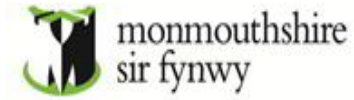
The nature of secondment opportunities is inherently flexible and does not lend itself to a traditional process guide. As such, early engagement with the aforementioned stakeholders (see section 'Responsibilities') is essential. Line Managers/Head-teachers considering secondments should liaise with HR Business Partners as soon the possibility of a secondment presents and they

can work collaboratively to map the various stages required to secure a successful secondment. As a general rule, all secondment agreements should contain the following key elements and the table below can act as a checklist before a secondment is released for discussion:

Ser	Element for inclusion in secondment agreement	Comment	Yes (tick as appropriate)	No (tick as appropriate)
1	The length of the secondment agreement	For discussion with colleague and hosting organisation.		
2	The process to be followed should any party to the secondment wish to end the agreement early			
3	The specific nature of the contractual obligations owed by the seconded employee to the host organisation.			
4	The obligations owed between the employer and host organisation.			
5	Stipulate any relevant Data Protection Measures that require implementation.	MCC Data Protection team can assist.		
6	The day-to-day line management responsibility for a seconded employee, to include reporting absence due to sickness, approving holidays. This also includes procedures and supervisory arrangements to be followed during the secondment.			
7	What travelling and subsistence expenses the employee will be eligible for, the rates that will apply	As a general rule, MCC rules apply unless varied and		

	and who will be responsible for reimbursement.	should be claimed via MYVIEW.		
8	Release of the employee for training and/or maintenance of professional qualifications, and which party will meet the cost of training.	For discussion/agreement between MCC and hosting organisation.		
9	What mechanisms the releasing employer will put in place so the seconded employee can keep in touch.	Line manager and employee to agree,		
10	<p>All areas explained in <i>Areas for consideration bullets 1-7.</i></p> <ul style="list-style-type: none"> • <i>The Contract Status</i> • <i>The effect of a secondment agreement</i> • <i>Line Management</i> • <i>Leave and sickness absence</i> • <i>Disciplinary/Performance management /Capability responsibility</i> • <i>Pensions</i> • <i>Secondments and TUPE</i> 			

APPENDIX 1: Secondment Agreement CORPORATE TEMPLATE



DATED

XXX

SECONDMENT AGREEMENT

Between

Monmouthshire County Council

And

XXX

and

XXX

CONTENTS

CLAUSE

1. Interpretation.....2

2. Secondment3

3. Services3

4. Secondee's employment4

5. Payments4

6. Management during the secondment5

7. Leave5

8. Data protection.....6

9. Confidentiality.....6

10. Summary termination.....7

11. Obligations following termination7

12. Liability.....8

13. Notices8

14. Entire agreement9

15. Variation9

16. Counterparts9

17. Third party rights9

18. Governing law.....9

19. Jurisdiction10

This agreement is dated XXXX

Parties

Monmouthshire County Council of County Hall The Rhadyr Usk Monmouthshire NP15 1GA **(the Employer)**

XXXX **(the Host)**

XXXX **(the Secondee)**

BACKGROUND

Monmouthshire County Council employs the Secondee as XXX.

Monmouthshire County Council intends to second the Secondee to XXX in order to provide XXX.

The Secondee agrees to the Secondment upon the terms of this Agreement

Agreed terms

Interpretation

The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Confidential Information: information relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors, shareholders or management.

Employment Contract: the terms of employment between the Employer and the Secondee at the date of this agreement. Subject to any changes in the Secondee's salary or other benefits in accordance with the Employer's usual procedures from time to time.

Management Issues: all those matters under the Employment Contract requiring action, investigation and/or decisions by the Employer including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the Secondee for any other reason; any complaint about the Secondee (whether or not that would be dealt with under the Employer's disciplinary procedure) and any complaint or grievance raised by the Secondee (whether or not that would be dealt with under the Employer's grievance procedure) .

Secondee: XXX

Secondment: the secondment of the Secondee by the Employer to the Host on the terms of this agreement.

Secondment Period: the period of this agreement as defined in clause 0.

Services: those services set out in Schedule One attached or such other services as may be agreed by the parties from time to time.

The headings in this agreement are inserted for convenience only and shall not affect its construction.

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Secondment

The Employer shall second the Secondee to the Host on XXX days per week for the Secondment Period to provide the Services in accordance with the terms of this agreement.

The Secondment Period shall commence on XXXX and shall continue until:

XXXX; or

terminated by either party giving not less than one months prior written notice at any time

terminated in accordance with clause 0.

Services

The Employer shall use its reasonable endeavours to procure that the Secondee shall provide the Services from the Secondee's home address or from XXXX as and when required by the Host or such other place within XXXX as the Host may reasonably require for the proper performance and exercise of the Services.

The Secondee may be required to travel on the Host's business to such places (whether within or outside the United Kingdom) by such means and on such occasions as the Host may from time to time require.

The Secondee's normal working hours shall be 7 hours 24 minutes per day for XXX days per week and such additional hours as are reasonable and- necessary for the proper performance of the Services.

The Employer shall use its reasonable endeavours to procure that the Secondee shall during the Secondment:

unless prevented by incapacity, devote the whole of their working time, attention and abilities to the Services except for any work to be done for the Employer under clause 0;

faithfully and diligently serve the Host and use their best endeavours to promote, protect, develop and extend the Host's business;

not enter into any arrangement on behalf of the Host which is outside the normal course of business or their normal duties or which contains unusual or onerous terms; and

Secondee's employment

The Employment Contract shall remain in force during the Secondment Period.

The Employer shall make the necessary changes to the terms of the Employment Contract so that it can second the Secondee to the Host to provide the Services in accordance with the terms of this agreement.

The Employer shall comply with the terms of the Employment Contract during the Secondment Period.

The Host shall not, and shall not require the Secondee to do anything that shall, breach the Employment Contract and shall have no authority to vary the terms of the Employment Contract or make any representations to the Secondee in relation to the terms of the Employment Contract.

The Host shall provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as the Secondee's employer.

The Secondee shall be required to undertake three days of work per week for the Employer during the Secondment Period.

Any change in the Employment Contract during the Secondment Period shall be notified to the Host.

All documents, manuals, hardware and software provided for the Secondee's use by the Host, and any data or documents (including copies) produced, maintained or stored on the Host's computer systems or other electronic equipment (including mobile phones), remain the property of the Host.

The Secondee will be required to comply with all relevant Host policies and procedures. Details of policies and procedures are available from your Host manager, the Intranet or the Human Resources Division.

Payments

The Employer shall continue to pay the Secondee's salary and any allowances, provide any benefits due to the Secondee or their dependants, make any payments to third parties in relation to the Secondee and make any deductions that it is required to make from the Secondee's salary and other payments.

The Host shall pay the Employer £XXX per month (exclusive of VAT to be charged at 20% and expenses) during the Secondment Period for the provision of the Secondee's services.

The Host shall refund the Secondee all reasonable travel, accommodation and other expenses wholly, exclusively and necessarily incurred by the Secondee during the Secondment Period in or in connection with the exercise of the Services, if such expenses are evidenced in such manner as the Host may specify from time to time.

Any sums due to the Employer under this agreement shall accrue from day to day and shall be invoiced quarterly and paid into Barclays Bank, Monmouthshire County Council Main Account, Sort Code: 20 – 18 – 23; Account Number: 13996565.

The Employer shall send the Host an invoice quarterly, in arrears, addressed to XXX, specifying the payment due under this agreement. Such invoices shall be payable by the Host within [30] days of receipt of the invoice.

Management during the secondment

The Employer shall continue to deal with any Management Issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Host.

The Host shall provide any information, documentation, access to its premises and employees and assistance (including but not limited to giving witness evidence) to the Employer to deal with any Management Issues concerning the Secondee whether under the Employer's internal procedures or before any court or tribunal.

The Host shall have day-to-day control of the Secondee's activities but as soon as reasonably practicable shall refer any Management Issues concerning the Secondee that come to its attention to the Employer.

Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Secondment Period relating to the Secondee or their employment.

The Employer shall use its reasonable endeavours procure that the Secondee shall notify the Host if the Secondee identifies any actual or potential conflict of interest between the Host and the Employer during the Secondment Period.

Leave

The Secondee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract, and shall remain subject to the Employer's approval and notification procedures.

The Employer shall notify the Host of any dates on which the Secondee shall take holiday].

The Employer shall notify the Host if the Secondee is or shall be absent from work for any reason as soon as reasonably practicable.

Data Protection

The parties shall comply with their respective obligations pursuant to the Data Protection Act 2018 in respect of this Agreement and where reasonable to do so will assist and co-operate with the other to enable compliance with such obligations including, if required, concluding a data sharing agreement.

Confidentiality

The Employer shall use its reasonable endeavours to procure that the Secondee shall not :

(except in the proper course of the Services, as required by law or as authorised by the Host) during the Secondment Period or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use best endeavours to prevent the use or communication of) any Confidential Information relating to the Host that the Secondee creates, develops, receives or obtains during the Secondment Period. This restriction does not apply to any information that is or comes in the public domain other than through the Secondee's unauthorised disclosure; or

Make (other than for the benefit of the Host) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the Host or use such records (or allow them to be used) other than for the benefit of the Host. All such records (and any copies of them) shall be the property of the Host and shall be handed over to the Host by the Secondee on the termination of this agreement or at the request of the Host at any time during the Secondment Period.

Nothing in this agreement shall prevent the Secondee from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and the Secondee has complied with the Employer's policy from time to time in force regarding such disclosures.

The Employer shall:

keep any Confidential Information relating to the Host that it obtains as a result of the Secondment secret;
not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Host;
use its reasonable endeavours to ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and
inform the Host immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

The Host shall:

keep any Confidential Information relating to the Employer that it obtains as a result of the Secondment secret;
not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Employer;

use its reasonable endeavours to ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so; and

inform the Employer immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

Summary termination

The Employer may terminate the Secondment with immediate effect without notice or payment in lieu of notice:

on the termination of the Employment Contract;

if the Host is guilty of any serious or (after warning) repeated breach of the terms of this agreement; or

if the Host becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.

Any delay by the Employer in exercising the right to terminate shall not constitute a waiver of such rights.

The Host may terminate the Secondment with immediate effect without notice or payment in lieu of notice:

on the termination of the Employment Contract;

if the Employer is guilty of any serious or (after warning) repeated breach of the terms of this agreement; or

if the Employer becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.

Any delay by the Host in exercising the right to terminate shall not constitute a waiver of such rights.

Obligations following termination

On termination of the Secondment howsoever arising the Employer shall use its reasonable endeavours to procure that the Secondee shall (if the Host so requests):

deliver to the Host all documents (including, but not limited to, correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by them during the Secondment and relating to the business or affairs of the Host [or its or their clients, customers or suppliers] and any other property of the Host which is in their possession, custody, care or control;

irretrievably delete any information relating to the business of the Host stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of the Host; and

confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this clause 0.

Liability

The Host shall take out and maintain in full force with a reputable insurance company for the Secondment Period adequate insurance cover for any loss, injury and damage caused by or to the Secondee during the Secondment Period.

During the Secondment Period, the Host shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with the Employer's reasonable requests in connection with the Employer's duties in relation to the Secondee.

The Host acknowledges that the Employer is not responsible for the way in which the Secondee provides the Services and waives all and any claims that it may have against the Employer arising out of any act or omission of the Secondee during the Secondment Period.

The Host shall indemnify the Employer fully and keep the Employer indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by:

the Secondee in relation to any loss, injury, damage or costs arising out of any act or omission by the Host or its employees or agents during the Secondment Period; or

a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Secondee during the Secondment Period.

Notices

Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its address or by sending it by email to the email address (if any) notified by the relevant party to the other party. Any such notice shall be deemed to have been received:

if delivered personally, at the time of delivery; and

in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and

in the case of email, at the time of transmission.

In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by email to the email address of the relevant party.

Entire agreement

This agreement together with any documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.

Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

The only remedy available to either party for breach of this agreement shall be for breach of contract under the terms of this agreement.

Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Nothing in this agreement shall limit or exclude any liability for fraud.

Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Third party rights

Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in Wales.

Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by _____ for and
on behalf of Monmouthshire County
Council

Signed by _____ for and on
behalf of XXXX

Signed by Secondee

.....

APPENDIX 2: Secondment Agreement SCHOOLS TEMPLATE

SOUTH EAST WALES CONSORTIUM MODEL SECONDMENT AGREEMENT

TERMS AND CONDITIONS OF THE SECONDMENT OF

[NAME OF SECONDEE]

FROM [NAME SUBSTANTIVE] SCHOOL, [LOCAL AUTHORITY]

TO [NAME HOST] SCHOOL, [LOCAL AUTHORITY]

PARTIES TO THIS AGREEMENT

[name substantive] School, [local authority]
- the employer and seconding organisation

[name secondee]
- the employee (hereafter "the Secondee")

[name host] School, [local authority]
- the host organisation

Secondment Job Title

Date secondment commences

Date secondment ends

The parties have agreed that [substantive] School will provide its employee, the Secondee, on a [full-time / part-time] basis and the Secondee will provide the Services of, detailed in the job description. [substantive] School agrees to keep the Secondee's substantive post available for his/her return, or a suitable alternative if that role no longer exists, upon the expiry or earlier termination of this secondment agreement.

Terms and Conditions of Employment

1. The Secondee is and will remain at all times, during the period of this Agreement, exclusively employed by [substantive] School and retain his/her continuity of employment and current terms and conditions of employment as specified in his/her contract with [substantive] School.
2. The Secondment is not intended to and nothing in this Agreement shall have the effect of constituting any relationship of employer and employee between [host] School and the Secondee or any partnership of joint venture agreement as between [substantive] School and [host] School.
3. The expiry or earlier termination of the Secondment shall result in the Secondee returning to their substantive post with [substantive] School, or a suitable alternative if that role no longer exists.
4. [host] School shall not, and shall not require the Secondee to do anything that shall, breach their employment contract and shall have no authority to vary the terms of the employment contract or make any representations to the Secondee in relation to the terms of the employment contract.

Remuneration

The salary for the Secondment has been agreed at xx, which equates to £xx,xxx per annum.

The Secondee will continue to receive their salary and benefits from [substantive] School, who will also continue to meet [substantive] School's NI contribution during the period of secondment along with all other benefits including pension contributions. The Secondee will remain in their current pension scheme.

Where the secondment is within the same Local Authority:

[substantive] School will arrange a re-charge of total salary costs excluding VAT, via the School's Finance Team. Contact [name], [Job title] on xxxxx xxxxxx.

OR

Where the secondment is with another Local Authority:

[substantive] School will invoice [host] School on a [monthly/quarterly] basis in arrears for total salary costs excluding VAT. Invoices to be forwarded to [name], [Job Title], [address].

Tel xxxxx xxxxxx

Hours of work and location

It is intended that the Secondee will provide the Services on a [full-time / part-time] basis at [host] School. [specify days / hours of work if part-time].

The point of contact for the duration of the secondment for [host] School will be [name], Chair of Governors, [host] School and for [substantive] School will be [name], Chair of Governors.

Terms and Conditions

The Secondee's terms and conditions of employment, which are subject to the terms and conditions of service as specified in the School Teachers' Pay and Conditions Document and the Conditions of Service for School Teachers in England and Wales document ("the Burgundy Book"), remain unchanged.

Incapacity for work

The Secondee will provide the Services diligently and in a timely and professional manner and using all reasonable care and skill in doing so. If the Secondee is unable to provide the services for any reason, the Secondee will immediately inform Chair of Governors at [host] School, giving the reason and the likely duration of the absence.

Arrangements for sick pay will be in accordance with the Conditions of Service for School Teachers in England and Wales ("the Burgundy Book").

Length of notice

At any time either [host] School or [substantive] School may give **one term's** notice in writing that this secondment agreement is to be terminated, and the Secondee will resume their duties with [substantive] School.

[host] School may terminate the secondment without notice if, in its opinion, the Secondee has committed any act of gross misconduct or repeats or continues any other serious misconduct. The responsibility for taking formal action against the Secondee shall remain with [substantive] School but [host] School will provide assistance and co-operation to it in any disciplinary proceedings.

The secondment shall automatically come to an end if the Secondee ceases to be employed by [substantive] School.

Performance Management

[substantive] School will be responsible for undertaking and carrying out the usual Performance Management Procedure for the Secondee, during the secondment period, including any recommendations for pay progression.

[host] School will provide assistance and co-operation in to the Performance Management procedure.

The outcome of the performance management appraisal needs be shared with [host] School.

[host] School may suggest the Secondee's performance management objectives in the seconded role, which will be considered by [substantive] School and agreed, as appropriate, between [substantive] School and the secondee.

[substantive] School may be required to share the Secondee's performance management objectives agreed and set, and [host] School may need to have regard to these objectives agreed and set by [substantive] School.

Disciplinary rules and grievance procedures

As specified in the Secondee's contract with [substantive] School, but any local matter may be raised in the first instance with [host] School.

Conduct

The "Secondee" will be required to adhere to all policies and procedures of [substantive] School but will also have regard to any procedures of [host] School which are brought to their attention.

Expenses

[host] School will meet the business related travel and subsistence costs during the secondment period. The Secondee will claim these expenses through [substantive] School's process and on the basis of [substantive] School's policy. These charges will be recharged to [host] School.

Confidentiality

All notes, memoranda and records (whether or not stored on computer disk) made by the Secondee in providing the Services will belong to [host] School and will be handed over promptly from time to time on request and at the end of the Secondment without copies being kept by the Secondee or by anyone on their behalf.

The Secondee will not during the secondment or after it has ended (except in the proper provision of the Services and provided always they have the permission of to do so), disclose to any employee of [substantive] School, or any third party, any Confidential Information relating to [host] School. This restriction will not apply to information which has become available to the public generally otherwise than through unauthorised disclosure.

Nothing in this agreement shall prevent the Secondee from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

"Confidential Information" shall include without limitation any documents marked "Confidential" and any information relating to the pupils, staff, affairs, technical data, know-how, suppliers and finances of the relevant School.

[substantive] School shall:

- (a) keep any Confidential Information relating to the [host] School that it obtains as a result of the Secondment secret;
- (b) not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of [host] School;
- (c) use its best endeavours to ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and

(d) inform [host] School immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

[host] School shall:

- (a) keep any Confidential Information relating to [substantive] School that it obtains as a result of the Secondment secret;
- (b) not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of [substantive] School;
- (c) use its best endeavours to ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so; and
- (d) inform [substantive] School immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

Liability

[host] School shall take out and maintain in full force with a reputable insurance company for the Secondment Period adequate insurance cover for any loss, injury and damage caused by or to the Secondee in the course of the secondment.

During the Secondment Period, [host] School shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with [substantive] School 's reasonable requests in connection with the [substantive] School's duties in relation to the Secondee.

[host] School acknowledges that [substantive] School is not responsible for the way in which the Secondee provides the Services and waives all and any claims that it may have against [substantive] School arising out of any act or omission of the Secondee during the Secondment Period.

[host] School shall indemnify [substantive] School fully and keep [substantive] School indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by:

- (a) the Secondee in relation to any loss, injury, damage or costs arising out of any act or omission by [host] School or its employees or agents during the Secondment Period; or
- (b) a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Secondee during the Secondment Period,

[host] School shall indemnify [substantive] School fully and keep [substantive] School indemnified fully at all times against any claim or demand by the Secondee arising out of their employment by [substantive] School or its termination during the Secondment Period (except for any claim that [substantive] School has failed to pay the Secondee's salary and any allowances, provide any benefits due to the Secondee or their dependants, make any payments to third parties in relation to the Secondee or make any deductions that it is required to make from the Secondee's salary and other payments or any claims relating to any act or omission of [substantive] School or its employees).

This Agreement constitutes the entire terms and conditions of the Appointment and may only be modified or otherwise be amended by the written agreement of the parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales as it applies in Wales and each of the parties hereto submits to the exclusive jurisdiction of the Courts of England and Wales as regards any claim or matter arising under this Agreement.

Signature of Chair of Governors of [host] School

..... Date

Signature of Chair of Governors of [substantive] School

..... Date

Signature of Secondee

.....Date

Please return completed agreement to [name], [HR Job Title], [address]. Tel xxxxx xxxxxx

VERSION CONTROL

Title	Recruitment and Selection (Safer Recruitment) Policy
Owner	People Services HR
Approved by	JAG (21 October 2019), Cabinet
Date	September 2019
Version Number	<ol style="list-style-type: none">1. Policy produced: 20012. 20193. 2021 (updated with legislation dates and secondments policy attached)
Review Date	2024 – 2026
Status	APPROVED
Consultation	Trades Unions, MONMINDS, People Services, JAG