



Recruitment and Selection Policy

(Awaiting update from ConnectEd – due November 2019)

1. Policy Statement

- 1.1 It is the organisation's policy to recruit the most suitable person for each vacancy, regardless of sex, colour, race, nationality, national or ethnic origins, religion or beliefs, age, sexual orientation or disability.
- 1.2 The aim of this policy is to ensure that any appointments made in schools are made on merit in an effective, efficient, consistent and safe way with due regard for safer recruitment.
Recruitment and selection has been defined as the process of securing employment of the right person, with the right skill set at the right time. The process is governed by extensive legislation, particularly laws relating to discrimination as defined by the Equality Act 2010.
- 1.3 For the purposes of this policy, the employer refers to the LA, Governing Body or Trust.

2. Scope

- 2.1. This policy applies to all school based employees and employers who are responsible for recruitment and selection within the school.
The employer is committed to safeguarding and promoting the welfare of children and young people and expects all employees and volunteers to share this commitment.

3. Principles

- 3.1. The employer is committed to the following principles which underpin this policy:
 - Prevent unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010 on any of the characteristics protected by law.
 - To develop a workforce that is reflective of the local community that it serves.
 - Ensure that recruitment and selection is carried out in an open and transparent manner and that employees are appointed for their abilities and the role that they will carry out.
 - Selection decisions will be carried out using pre-agreed selection criteria required to carry out the role.
- 3.2. Any employee or Governors that are involved in the recruitment of staff in schools must ensure they comply fully with the organisation's equal opportunity policy and the DfE's latest safer recruitment guidance in the "Keeping Children Safe in Education" publication, that can be found on the DfE's website, at every stage of the recruitment process. In accordance with the equal opportunity policy, reasonable adjustments will be made to accommodate the particular needs of any person who has notified the organisation that he or she has a disability within the meaning of the Equality Act 2010 at all stages of the recruitment process.

4. When to Recruit

- 4.1. In normal circumstances recruitment will take place when a vacancy or need for temporary cover arises. This occurs for a variety of reasons:
 - An employee leaves an existing post
 - An employee is granted job share or reduced hours

- An employee is sick for a long period
 - An employee takes maternity/adoption/shared parental leave
 - A new post is created
- 4.2. When a vacancy occurs it is important for the employer to review if there is a continuing need for the role. If there is a need, it must then be considered whether to make any changes to the role, for example, in duties, levels of responsibility, skill needs or reporting/management arrangements. This could include consideration for the creation of apprenticeship/trainee role as an alternative, as long as it provides a clear career path and opportunities within the school or in the wider Education context.
 - 4.3. If it is decided to make significant changes, a new Job Description (JD) and Person Specification (PS) outlining the tasks and responsibilities of the role must be written. Further guidance on how to produce a JD and PS is available from your HR provider.
 - 4.4. The JD should provide a comprehensive statement of what the role involves and should deliver a clear outline of the duties, responsibilities and functional framework of the role.
 - 4.5. The PS should describe the qualities required to perform the role in terms of qualifications, skills, experience, personal characteristics and particular attributes needed. These should be divided into 'essential' and 'desirable' criteria for the role.
 - 4.6. Schools should ensure they have an appropriate job evaluation process for non-teaching roles to ensure equal pay for equal value work and prevent potential equal pay claims. For local authority maintained schools who have adopted the Single Status collective agreement and City of Wolverhampton local pay model (NJC) any new or substantially amended JD and PS should be sent to the local authority's Job Allocation Team at JobAllocation.Panels@wolverhampton.gov.uk to determine the correct pay grade for the role.
 - 4.7. Vacancies may only be advertised once the appropriate approval has been obtained, ie from Governors/Trustees (Local Authority for Headteachers roles in maintained schools) in accordance with the agreed scheme of delegation.

<h2>5. Advertising</h2>

- 5.1. Wherever possible vacancies must be considered first for those who may be subject to redeployment within the school. Only when redeployment is ruled out can the manager recruit from a wider field. Wherever possible, existing employees will be invited to apply for promotional opportunities when a suitable vacancy arises.
- 5.2. The employer should identify whether they want to advertise internally, externally or both.
- 5.3. Genuine Occupational Requirement's (GOR) should be identified at the beginning of the recruitment process, before a vacancy is advertised. Advertisements and material sent to potential applicants should clearly show that a GOR applies and state the relevant provision of the Equality Act.
- 5.4. Copies of all advertisements (where appropriate) should be placed on internal notice boards (this includes the Schools Intranet). Employees who are on long term absence from work (e.g. Maternity leave) should be informed of any vacancies.
- 5.5. Consideration could be given to offering a recruitment or relocation incentive allowance to assist in recruiting to difficult to recruit posts. For more information refer to the Relocation Allowances Policy or contact your HR provider.

6. Shortlisting and Selection

- 6.1 Unless otherwise justified, a decision to shortlist, interview, employ or engage the services of any person will be taken without regard to the applicant's gender, marital status, race, colour, nationality, national or ethnic origins, religion or belief, sexual orientation, age, trade union membership, disability. Any person on a prohibited list should not be shortlisted.
- 6.2 The selection panel should assess the applicants against the JD and PS. To ensure a fair process a shortlisting should be used to identify where candidates have evidenced how they meet the essential criteria for the role.
- 6.3 It is good practice that any candidate who has declared that they are disabled and who meets all of the essential criteria in the PS, is guaranteed an interview under the guaranteed interview scheme.
- 6.4 All applicants whether successful or not should be informed of the outcome of shortlisting, for posts attracting a high number of applicants you may wish to include a line in the advert stating 'due to the high levels of applicants if you do not hear from us by DATE you have not been successful'. Feedback should be provided to all unsuccessful applicants upon request.
- 6.5 Applicants who are invited to an interview will be sent an outline of the form of the interview (and other selection methods if used), and appropriate personnel (receptionist and all those who will be attending the interview) must be informed that they are expected.
- 6.6 Where appropriate, skills tests, such as lesson observation, will form part of the interview
- 6.7 Employers should always ask for written information about previous employment history and check that information is not contradictory or incomplete. References should be sought on all short-listed candidates, including internal ones, before interview, so that any issues of concern they raise can be explored further with the referee and taken up with the candidate at interview (for more information refer to the DfE's latest safer recruitment guidance within their publication "Keeping Children Safe in Education" that can be found on their website).
- 6.8 To be effective, interviews need to be carefully prepared. The interview or selection tasks should assess the merits of each candidate against the JD and PS and explore their suitability to work with children. Using a scoring system to assess the candidate's suitability will ensure equality and fairness throughout the process.
- 6.9 Notes should be taken throughout the selection process; these notes will help monitor the effectiveness and fairness of procedures and help if reasons for appointing or not appointing a particular candidate are challenged.
- 6.10 Copies of candidate's eligibility to work, professional qualifications and any other documentation needed to be seen as a requirement of the post should be taken at the selection event.
- 6.11 All documents and notes must be kept for all shortlisted candidates, after which all but those relating to the appointee should be destroyed. Schools should be mindful of the General Data Protection Regulation (GDPR) requirements and principles in relation to the retention of documents. Further advice on Information Governance should be obtained from the school's chosen advisor.

7. Making an Appointment

- 7.1 When a suitable candidate has been identified, a conditional job offer will be made subject to satisfactory references, proof of qualifications (including originals), sight of relevant documentation confirming the individual's right to work in the UK, provision of a Disclosure and Barring Service (DBS) disclosure (with a Barred List check) and a completed Pre-Employment Health Assessment Form (see Appendix 1). It is advised that a medical questionnaire

be completed if an existing employee changes role and the new role has different mental and physical demands.

- 7.2 Once an offer of employment has been made and accepted, all unsuccessful candidates should be contacted to be given the outcome of the process and verbal feedback should be offered.
- 7.3 Before a new appointee commences post in a school, all relevant pre-employment checks must be completed in accordance with safer recruitment practice. In exceptional circumstances, or where the outcome of the relevant checks is still outstanding on the start date of employment the employer must complete a risk assessment and sign a declaration allowing that person to work in the school.
- 7.4 The employer reserves the right to withdraw a conditional offer of employment should any of the pre-employment checks prove unsatisfactory.
- 7.5 Good practice suggests that schools may want to consider the process to be followed in the event of a complaint being raised. Any such process should ensure that complaints can be reviewed impartially by those who were not involved in the original recruitment process.
- 7.6 Further supporting information is available from your HR provider.

8. Induction and Probationary Period

- 8.1 Once the starting date has been agreed, a local induction programme should be arranged and appropriate departments notified.
- 8.2 Appointments of teaching staff:
 - will be made subject to the contract of employment. Newly Qualified Teachers will be required to complete a successful induction year and will then be subject to the yearly Performance Management Procedure adopted by the school.
- 8.3 Appointments for non-teaching staff:
 - will be subject to a satisfactory probationary period. New employees' progress should be monitored closely by a designated member of the senior management team during this period. It is good practice to carry out a meeting mid-probation at three months and then have a probation interview after six months' employment. A recommendation should be discussed and agreed at the probation interview as to whether the employment should be confirmed, extended or terminated.

9. Headteacher and Deputy Headteacher Recruitment

- 9.1 The Education Act (2002) requires all maintained schools to have a Headteacher. The act limits the number of Headteachers in a school to one, however the post may be job shared.
- 9.2 When a Headteacher resigns the Governing Body must appoint an Acting Headteacher if the outgoing Headteacher leaves before a replacement is in post. This should be for a limited time only to allow for permanent recruitment.
- 9.3 Governing Bodies must recruit a new Headteacher as soon as practically possible; acting Headteacher arrangements cannot be prolonged indefinitely.
- 9.4 The Governing Body of maintained schools must notify the local authority as soon as possible in writing of:
 - any Headteacher vacancy; and
 - any Deputy Headteacher vacancyto ensure advice is given at the earliest opportunity. It is best practice for the local authority officer to attend all parts of the selection process.
- 9.5 The Governing Body must advertise any such vacancy or post in such a manner as it considers appropriate unless it has good reason not to.
- 9.6 The Governing Body must appoint a selection panel in keeping with the previously annually agreed appointment of staffing grid (model grid can be

seen in Appendix 2). For maintained schools the panel must comprise of at least three of its members. It is possible to have a selection panel of the full Governing Body; however, it is best practice to ensure that the panel is not unnecessarily large. The role of the panel is varied and schools are advised to consult their HR provider.

- 9.7 Non-maintained schools are not subject to the same regulations as maintained schools and, subject to their articles of association, are free to set their own arrangements.
- 9.8 Where the local authority is the employer the panel must:
- send the names of the shortlisted candidates for the post of Headteacher to the local authority. The local authority may then make written representations to the selection panel where it believes an applicant selected for interview for the post of Headteacher is unsuitable.
- consider the local authority's representations when received within seven days of notification. If the panel chooses to appoint against the recommendations of the local authority, they must notify the local authority in writing of its reasons.
- 9.9 In maintained schools the local authority has a statutory entitlement to send a representative to all proceedings relating to the selection of any teacher (including Headteacher and Deputy Headteacher) and offer advice. If the local authority decides to send a representative they must be allowed to attend (Regulation 14 of the Schools Staffing Regulations 2009).
- 9.10 In maintained schools, where the person recommended by the selection panel is approved by the Governing Body for appointment then the local authority must appoint the person unless they fail the relevant checks.
- 9.11 If the selection panel does not make a recommendation to the Governing Body, the selection panel may carry out the selection process again.
- 9.12 For the latest guidance refer to the DfE's website for their publication "A guide to the Recruitment and Selection of Headteachers and other Leadership Roles" to be read along side the "Headteacher Recruitment Toolkit" published by National Governance Association (NGA).

10. Temporary Appointments

- 10.1 Before proceeding to recruit someone on a fixed-term contract, the employer should consider whether employment on a fixed-term contract is appropriate. This will be the case only where it is known or thought likely that the need for someone to perform the work is genuinely temporary. Consideration should be given for the secondment of existing employees into the temporary role in the first instance.
- 10.2 The school should only recruit staff on fixed-term contracts when:
- it is known that the job, task or project will last for only a temporary period
 - it is known in advance that a particular job will come to an end on a specific date
 - the employee is engaged to cover for another employee who is absent on leave
 - the post is dependent on external funding or other resources and it is known that the funding or resources will come to an end

11 Offer of Employment

- 11.1 The written offer of employment should make it clear to the prospective employee that the contract is:
- for a specified period of time (i.e. the termination date will be stated) or
 - for the purpose of completing a specified job, task or project and that once that job, task or project is complete, the contract will terminate, or

- to cover for another employee who is absent from work, and that when that employee returns to work, the contract will terminate.

12 Duration of Fixed-term Contracts

- 12.1 The employer may, if circumstances change during the term of the fixed-term employee's contract, offer the person an extension to the original contract. If the need arises for such an extension as agreed by the Headteacher.
- 12.2 The employer will not normally engage someone on a fixed-term contract for a period of more than one year. In exceptional circumstances, where employment on one or more fixed-term contracts has continued, without any gaps, for four years or more, the employee will have the right (under the Fixed-Term Employees Regulations 2002) to automatically become a permanent employee
- 12.3 There will be provision within the contract for either party to give notice of termination prior to the natural end of the contract.

13 Terms of Employment

- 13.1 The pay and other contractual terms offered to the fixed-term employee will be those applicable to permanent employees performing the same or similar work.
- 13.2 Employees on fixed-term contracts will not be treated less favourably than employees engaged on permanent contracts at the same establishment.
- 13.3 Where employment benefits are dependent on an employee gaining a minimum period of service, the same qualifying period of service will apply to fixed-term employees.
- 13.4 Fixed-term employees will also be given access to opportunities for transfer, training and promotion on the same basis as permanent staff with comparable periods of service. No fixed-term employee will be denied or refused training, transfer or promotion on account of his or her fixed-term status.

14 Access to Opportunities for Permanent Work

- 14.1 Employees on fixed-term contracts will be made aware of any permanent vacancies within the school and will be considered on an equal basis as permanent staff with equivalent periods of service with the school.
- 14.2 If a temporary post subsequently becomes permanent, it must be advertised following normal procedures. Temporary post holders must not be automatically appointed, but may apply for the vacancy via the normal recruitment and selection processes.

15 Termination Procedure

- 15.1 In advance of the expected termination date the employee's manager will:
- write to the employee reminding the employee that his or her contract will expire at a specified time in the near future, and invite him or her to come to a meeting to discuss the matter
 - inform the employee that he or she has the right to be accompanied at the meeting by a fellow-worker or trade union official of his or her choice
 - at the meeting, discuss the termination of the contract and consider any alternative work that may be available.
- 15.2 If, following the meeting, the contract is not renewed or extended, the employee will be informed that he or she has the right of appeal against the decision to terminate employment.

16 Complaints About Unfavourable Treatment

Should an employee on a fixed-term contract complain that he or she has not been afforded equal treatment as compared to an equivalent permanent employee, the school will respond in writing to the employee's complaint in accordance with the Grievance procedure.

17 Newly Qualified Teachers

- 17.1 Careful consideration is needed before appointing a Newly Qualified Teacher (NQT) to a fixed term contract. The DfE guidance on the induction of NQTs recommends that first teaching posts should enable a reasonable assessment to be made of a teacher's conduct and efficiency and for further training needs to be identified and met. Where a NQT may be appointed to a fixed term contract particular attention must be paid to these needs.
- 17.2 Short term supply placements of less than one term or equivalent cannot count towards induction as such posts will not provide an NQT with the breadth or experience and support and assessment necessary to enable them to demonstrate that their performance against the relevant standards is satisfactory.

18 Meeting Short Term/Ad-Hoc Staffing Requirements

- 18.1 Ad-Hoc or short term relief workers have the same employment rights as regular workers, although they may have breaks in their contracts, which affect rights that accrue over time.
- 18.2 From time to time there may be a necessity to employ a worker on an 'ad-hoc' basis to cover situations where work fluctuates unexpectedly and where consequently the employer cannot guarantee work and also to avoid the costs associated with using agency workers. In these circumstances, an offer of work can be made using workers that fall into three categories ie Employees, Workers (Agency) and Contractors
- 18.3 An Ad-Hoc or Short Term/Relief Contract is generally understood to be a contract between an employer and a worker where:
- the employer is not obliged to provide any minimum working hours
 - the worker is not obliged to accept any work offered
- 18.4 Ad-Hoc or Short Term/Relief workers are entitled to annual leave, the National Minimum Wage and National Living Wage and pay for work-related travel in the same way as regular workers.
- 18.5 Protection is given for those workers on Ad-Hoc or Short Term/Relief contracts from an exclusivity clause
- 18.6 All Ad-Hoc or Short Term/Relief workers should receive a written copy of their terms and conditions.
- 18.7 Employers should set out in the contract the employment status of those engaged on Ad-Hoc or Short Term/Relief contracts and conduct regular reviews (at least once a year) of how these contracts are operating in practice. Reviews should include conversations with line managers and staff on Ad-Hoc or Short Term/Relief contracts. If the reality of the employment relationship no longer matches the contract of employment, one or the other should be adjusted to bring them into line.
- 18.8 Ad-Hoc or Short Term/Relief workers will be appointed in accordance with the recruitment procedures outlined previously and will be subject to all relevant pre-employment checks.
- 18.9 For supply teaching staff employed directly by the school, pay will be determined in line with the School Teachers Pay and Conditions Document (STPCD) alongside the schools pay policy.
- 18.10 Pension contributions for Supply Teachers employed directly by the school will automatically be deducted from salary payments unless the Supply teacher has previously opted out of the Teachers' Pension Scheme.

- 18.11 For non-teaching staff, Ad-Hoc or Short Term/Relief workers will be paid in accordance with the pay grades as defined by the single status agreement where adopted and in accordance with the school's pay model. The default pay point for Ad-Hoc or Short Term/Relief workers is the bottom of the grade for the role they are undertaking.
- 18.12 Scheme enrolment to the Local Government Pension Scheme will apply.

19 Employees – Ad-Hoc or Short Term/Relief Contracts

19.1 Workers (e.g. Agency Contract)

A worker is someone engaged under a “contract for services”. This status is less secure and gives narrower access to employment rights. This category includes supply teachers who obtain their teaching work via supply agencies on a day to day basis with no obligation to work and no guarantee of work. Such teachers have access to rights under the Agency Worker Regulations, either from day one or after a period of 12 weeks in the particular job.

19.2 Off Payroll Workers (e.g. Self Employed/Independent Contractor)

An independent contractor is someone engaged under a contract for services or consultancy services. It is the least secure status and gives very limited access to employment rights. Independent contractors have less protection from discrimination in the workplace, and are subject to a different tax regime. Supply teachers are often told they can work as independent contractors if they set up and work via limited company arrangements.

19.3 Schools that are engaging workers off-payroll who provide services via an ‘intermediary’ (eg a personal service company, third partner agency or partnership), either directly or through an agency, should be mindful of IR35 tax legislation. In cases where the rules apply, schools have statutory responsibility to ensure that they pay the correct tax.

19.4 Agency supply teachers covering for the absence of permanent staff or fixed term staff should be paid as employees of the agency, meaning the agency pays the worker but with PAYE Tax and NI deducted via the agency's payroll. Schools must get assurance in writing from the agency that they are doing this for all current and future supply teachers that they provide to the school.

19.5 If a worker says they are self-employed they still must have an IR35 employment status check on their work to determine if they are in scope of IR35. If they are assessed as in scope they must have PAYE tax/NI deducted from their payments.

19.6 Schools can determine if the rules apply by using HMRC's online tool, known as the Employment Status Service (ESS). For access click on link: <https://www.tax.service.gov.uk/check-employment-status-for-tax/setup>

19.7 For more information visit the HRMC website via the following link <https://www.gov.uk/topic/business-tax/ir35>, or contact your HR provider.

Date of policy: **July 2018 – next review due November 2019**

PRE-EMPLOYMENT HEALTH ASSESSMENT FORM – (FOR HR USE ONLY)**TO BE COMPLETED BY HUMAN RESOURCES - (prior to sending to applicant)**

Starting Date: / / Contact Officer: Ext No:

Post / Job Title: F/T P/T CASUAL

Service Area / Directorate:

Will the applicant be required to work in an area requiring Health Surveillance / Fitness to Work Medicals?

Yes No

If YES what type of Health Surveillance is required?

Night Worker Driving for Work Hand Arm Vibration Tools Food Handler Working at Heights Working in a Noisy Environment PSV / LGV Driver Manual Handling duties Ability to detect Colours Contact with Latex Working with Asbestos Working in Confined Spaces

Any other hazards - please specify:

TO BE COMPLETED IN BLOCK CAPITALS BY THE APPLICANT

Surname:

Forename(s):

Address:

Email address:

Date of Birth: / /

Mobile No:

Postcode:

Home Tel:

FITNESS TO WORK DECLARATION

Do you have any health or medical issues that you consider would impact on your ability to undertake the position offered and/or do you require any additional adjustments or support? Please mark the appropriate question below.

No <input type="checkbox"/>	If you have answered NO , please return this form to the Hub in your Conditional Offer Pack Do not complete Part B
Yes <input type="checkbox"/>	If you answer YES , please complete Part B on the reverse side of this form and return it in the envelope marked CONFIDENTIAL to the Hub . The form will then be sent confidentially to Occupational Health for assessment.

I UNDERSTAND THAT FAILURE TO DISCLOSE RELEVANT INFORMATION OR GIVING FALSE INFORMATION MAY RESULT IN THE TERMINATION OF MY EMPLOYMENT.

Signature: _____

Name printed: _____ **Date** ____/____/____

PART B – (FOR OCCUPATIONAL HEALTH USE ONLY)

1. Do you have any physical or mental problem which affect or has affected your ability to work or carry out normal day to day activities? Yes No
If **Yes**, please provide further details:

2. Do you need any special aids/adaptions to assist you at work, whether or not you have a disability? Yes No
If **Yes**, please provide further details:

3. Are you currently having or waiting for any medical treatment from your General Practitioner or Specialist or waiting to see one? Yes No
If **Yes**, please provide further details:

4. Have you any health issues that have been caused or could be made worse by work? Yes No

If **Yes**, please provide further details:

5. Is there any other health or medical issue that you feel we need to be aware of? Yes No

If **Yes**, please provide further details:

DECLARATION – Please sign below when you have read and understood the declaration

I declare that all statements, including medical details, are true to the best of my knowledge and I have not withheld any information regarding my health.

I understand that a medical assessment may be required, depending on the answers given, which will be conducted by a member of the Occupational Health Unit. I understand that for certain jobs Health Screening may be required. This will be undertaken by a member of the Occupational Health Unit.

City of Wolverhampton Council may store the information I have given on this form and that I have a right to see a copy of the information held about myself on application to the Council's Data Protection Officer.

The Council's Data Protection Officer can be contacted via e-mail at dataprotection@wolverhampton.gov.uk.

Signed _____ Date ____/____/____

FOR USE BY OCCUPATIONAL HEALTH ONLY

I consider the above suitable/unsuitable for employment as _____

Signature of Occupational Health Physician/Occupational Health Advisor _____

Name _____

Date ____ / ____ / ____

Notes: _____

* Subject to approval of Full Governing Body. It is expected that candidates for Acting Headteacher Posts will normally be the/a Deputy Headteacher

* Appointment of Supply staff delegated to the Headteacher

Abbreviations: LL - Longlisting SL - Shortlisting

 INT - Interviewing

 FGB - Normal Quorum of Full Governing Body

 CH - Chair HT - Headteacher

Note: a non-Staff Governor to be first contact

Where Governing Body representation is not possible, the Headteacher has delegated power to LL/SL and to appoint.