

**GUILSBOROUGH ACADEMY****RECRUITMENT & SELECTION POLICY**

Policy Name	Recruitment & Selection Policy & Procedure
Policy Owner	HR Manager / Chief Finance Officer
Committee	Finance, Audit and Risk Committee
Statutory	No
Authorisation	Ratified by the principal

Date Ratified	Review Date
May 2025	May 2026

Policy Version Control

Date	Version	Amendments/Comments	Reviewer/s
03/04/2024	1.0	Policy reformatted	Louisa Nixon
07/04/2025	2.0	R&R Section re-written and Appendix 1 & 2 added (point 6)	Louisa Nixon



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Recruitment & Selection Policy and Procedure

1. Introduction

- 1.1. The Trustees committed to safeguarding and promoting the welfare of children and young people and requires all employees and volunteers to demonstrate this commitment in every aspect of their work.
- 1.2. The appointment of all employees will be made on merit and in accordance with the provisions of Employment Law, Keeping Children Safe in Education and the Academy's Equality & Diversity Policy.
- 1.3. We will ensure that people are treated solely on the basis of their abilities and potential, regardless of race, colour, nationality, ethnic origin, religious or political belief or affiliation, trade union membership, age, gender, gender reassignment, marital status, sexual orientation, disability, socio-economic background, or any other inappropriate distinction.
- 1.4. We will comply with the requirements of Keeping Children Safe in Education with regard to DBS and other pre-employment checks.
- 1.5. We will ensure compliance with the Data Protection regulations and the more stringent requirements contained within the General Data Protection Regulations (GDPR). The GDPR encompasses the core principles of the DPA and provides more onerous responsibility and accountability for fair and transparent processing.
- 1.6. The Privacy Notice for Job Applicants provides specific details in accordance with the GDPR principles and can be found at [Guilsborough Academy - GDPR](#)
- 1.7. Our general Privacy Statement can be found at [Guilsborough Academy - GDPR](#)

2. Delegation of Appointments & Constitution of Panels

- 2.1. The power to offer employment for all posts below the level of Vice Principal is delegated to the Principal. The Principal may not delegate the offer of employment to any other senior manager or Trustee.
- 2.2. The Principal is expected to involve at least one Trustee in the appointment of all middle and senior leaders.
- 2.3. Shortlisting panels will comprise a minimum of two people (normally three). In accordance with the statutory requirement, every selection panel will have at least one member who has undertaken Safer Recruitment Training. In addition, at least one member will have undertaken general recruitment or equalities training. It is recommended that those who shortlist carry out the interview for a consistent approach.

3. Advertising

- 3.1. All vacant posts will be advertised to ensure equality of opportunity and encourage as wide a field of candidates as possible. This will normally mean placing an advertisement externally. However, where there is a reasonable expectation that there are sufficient, suitably qualified internal candidates, or employees are at risk of redundancy, vacancies may be advertised internally before an external advertisement. In these circumstances, the selection panel may decide that certain parts of the recruitment process may be omitted but all candidates will be subject

to a formal interview, the satisfactory reference requirements and any other necessary checks.

- 3.2. The advert will include the level of DBS check required depending on the role being recruited for and whether the role will involve regulated activity.
- 3.3. Whether the post is exempt from the Rehabilitation of Offenders Act 1974 and the amendments to the Exceptions Order 1975, 2013 and 2020. Which means certain spent convictions and cautions are 'protected', so they do not need to be disclosed to employers. If they are disclosed, they will not be taken into account.
- 3.4. All adverts state the requirement for a certificate of good conduct where applicable, in addition, for teaching posts, a letter of professional standing from the professional regulating authority in the country in which the applicant has worked.
- 3.5. Within the advert the applicant will be provided with the academy's policy and practice in relation to safeguarding and promoting the welfare of children.

4. Information for Applicants

- 4.1. All applicants for all vacant posts will be provided with:
 - A job description outlining the duties of the post and an indication of where the post fits into the organisational structure of the Academy.
 - A person specification may also be provided. This will also include a statement on behalf of the Trust Board of their commitment to safeguarding and promoting the welfare of children and young people.
 - An application form (CVs will not be accepted).
 - An Information pack containing:
 - A description of the Academy relevant to the vacant post.
 - Reference to the Academy's Equality and Diversity Policy.
 - Reference to the Child Protection/Safeguarding Policy.
 - DBS and other pre-employment checks required.
 - A statement that canvassing any employee, or member of the Governing Body, directly or indirectly, is prohibited and will be considered a disqualification.
 - The closing date for the receipt of applications.
 - An outline of the terms of employment including salary.
 - Reference to the Academy's Recruitment and Selection Policy.

5. Short Listing and Reference Requests

- 5.1. The selection panel will use an agreed short-listing form. The criteria for selection will be consistently applied to all applicants based on the essential and desirable criteria for the post. The selection panel will agree the candidates to be called for interview.
- 5.2. The selection panel will take up at least two references on each short-listed candidate. If a candidate for a post working with children is not currently working with children, a reference will be sought from the most recent employment working with children to confirm details of their employment and their reasons for leaving. One reference will be from the applicant's current employer.

- 5.3. Reference requests will ask the referee to confirm:
- The referee's relationship with the candidate.
 - Details of the applicant's current post and salary.
 - Performance history.
 - All formal time-limited capability warnings which have not passed the expiration date.
 - All formal time-limited disciplinary warnings where not relating to safeguarding concerns which have not passed the expiration date.
 - All disciplinary action where the penalty is "time expired" and relate to safeguarding concerns.
 - Details of any substantiated allegations or concerns relating to the safety and welfare of children.
 - Whether the referee has any reservations as to the candidate's suitability to work with children. If so, the Academy will ask for specific details of the concerns and the reasons why the referee believes the candidate may be unsuitable to work with children.
- 5.4. References are the "property" of the selection panel and strict confidentiality will be observed. Employer testimonials or 'bearer references' i.e. those provided by the candidate and/or marked 'to whom it may concern' will not be accepted. References must be in writing and be specific to the job for which the candidate has applied. The selection panel will not accept references from relatives or people writing solely in the capacity as a friend of the candidate. References will be verified, and any discrepancies will be discussed with the candidate at interview. Electronic references will be checked to ensure they originate from a legitimate source.
- 5.5. References will be checked against information on the application; any discrepancy/issue of concern noted to take up with applicant at interview. The academy will contact referees to clarify where information is vague or insufficient information is provided.
- 5.6. On receipt, equality monitoring information must be separated from applications.
- 5.7. If the field of applicants is felt to be weak the post may be re-advertised.
- 5.8. All shortlisted candidates will be required to complete a self-declaration of their criminal record or information that would make them unsuitable to work with children. For example:
- If they have a criminal history
 - whether they are included on the barred list
 - whether they are prohibited from teaching
 - whether they are prohibited from taking part in the management of an independent academy
 - information about any criminal offences committed in any country in line with the law as applicable in England and Wales, not the law in their country of origin or where they were convicted
 - if they are known to the police and children's social care
 - have they been disqualified from providing childcare (Childcare Disqualification Regulations 2018)
 - any relevant overseas information

Applicants will be asked to sign a declaration confirming the information they have provided is true. Where there is an electronic signature, the shortlisted candidate will be asked to physically sign a hard copy of the application at the point of interview.

6. Recruitment and Retention

- 6.1. Referrals are welcomed from current members of staff.
- 6.2. Where an applicant has been referred by a member of staff, and the applicant is appointed, both the member of staff and the successful applicant will receive a one-off recruitment and retention payment, in accordance with the STPCD and as per the Terms and Conditions documented in **APPENDIX 1**:
 - The member of staff who referred the successful candidate will receive a one-off payment of £500 only if their name is written in their application form and upon the successful candidate completing two full academic terms of employment.
 - The successful candidate will receive a one-off payment of £1,000, upon completion of two full academic terms of employment.
- 6.3. The successful candidate will be required to sign a Recruitment and Retention Agreement Form (**APPENDIX 2**) before any payment will be made.
- 6.4. Should the successful candidate terminate their employment with Guilsborough Academy within 24 months, the repayment clause applies, as set out in the terms & conditions in **APPENDIX 1**.

7. Interviews

- 7.1. The format, style and duration of the interviews are matters for the Principal to decide in consultation with any Trustee involved in the process but the following will be adhered to:

Briefing:

All candidates will be given relevant information about the Academy to enable the candidate to make further enquiries about the suitability of the advertised job.

The formal interview:

Before the interviews the selection panel will agree on the interview format. The questions asked will be aimed at obtaining evidence of how each candidate meets the requirement of the job description and the person specification and each candidate will be assessed against all of the criteria for the post. The same areas of questioning will be covered for each applicant and no questions which would discriminate directly or indirectly on protected characteristics under the Equality Act 2010 will be asked. The selection process for every post, will include exploration of the candidate's understanding of child safeguarding issues. The interview will also include:

- Finding out what attracted the candidate to the post being applied for and their motivation for working with children.
- Exploring their skills and asking for examples of experience of working with children which are relevant to the role.

- Probing any gaps in employment or where the candidate has changed employment or location frequently, asking for the reasons for this.

The interview will also explore potential areas of concern to determine the applicant's suitability to work with children. Areas that may be concerning and lead to further probing include:

- Implication that adults and children are equal.
- Lack of recognition and/or understanding of the vulnerability of children.
- Inappropriate idealisation of children.
- Inadequate understanding of appropriate boundaries between adults and children.
- Indicators of negative safeguarding behaviours.

Any information about past disciplinary action or allegations will be considered in the circumstances of the individual case.

The interview will also include a discussion of any convictions, cautions or pending prosecutions, other than those protected, that the candidate has declared and are relevant to the prospective employment.

The recruitment documentation will be retained for six months from the date of interview. Applicants have the right to request access to notes written about them during the recruitment process. After six months all information about unsuccessful candidates will be securely destroyed.

8. Offer of Employment by the Selection Panel

8.1. The offer of employment by the selection panel and acceptance by the candidate is binding on both parties subject to:

- Verification of identify.
- Verification of right to work in the UK.
- Proof of relevant qualifications.
- Satisfactory DBS Enhanced Disclosure.
- A Certificate of Good Conduct (if applicable) which may include EEA sanctions and restrictions.
- Barred list check.
- Teacher prohibition (if applicable).
- Section 128 check (if applicable).
- Pre-employment medical screening.
- Satisfactory references.
- Disqualification under the Childcare Disqualification Act 2006, as amended.
- The successful candidate will be informed, normally by offer letter, that the appointment is subject to satisfactory completion of these checks.

8.2. Unsuccessful candidates will be notified via a telephone call or an email.

9. Personnel File and Single Central Record

- 9.1. Recruitment and selection information for the successful candidate will be retained securely and confidentially for the duration of their employment with the Academy including:
- Application form – signed by the applicant.
 - Interview notes – including explanation of any gaps in employment history.
 - References – minimum of two.
 - Proof of identity.
 - Proof of right to work in the UK.
 - Proof of relevant qualifications.
 - Certificate of Good Conduct (where applicable) which may include for teaching positions, a letter of professional standing from the professional regulating authority in the country (or countries) in which the applicant has worked.
 - Evidence of medical clearance from the Occupational Health service.
 - Evidence of DBS clearance and barred list check.
 - Teacher prohibition checks (where applicable).
 - Evidence of a Section 128 direction (where applicable).
 - Offer of employment letter and signed contract of employment.
 - Disqualification under the Childcare Disqualification Act 2006, as amended (where applicable).
- 9.2. Retention of personal information for the successful candidate following the end of their employment will be in accordance with the Academy's Data Retention Policy, which is compliant with relevant Data Protection Act. When retained documents have reached their data retention limit, they will be securely destroyed.
- 9.3. The Academy will destroy information obtained by a vetting exercise as soon as possible or within six months. A record of the result of the vetting or verification of the successful candidate will be retained on the employees file and the Single Central Record.
- 9.4. The Academy will normally collect personal information from you only where we have your consent to do so, where we need the personal information to perform a contract with/involving you, or where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms. In some cases, we may also have a legal obligation to collect personal information from you or may otherwise need the personal information to protect your vital interests or those of another person. The Academy will retain a record of consent as evidence that we have obtained consent to collect and process the data and that applicants have been advised of the purpose of the collection and processing.
- 9.5. You have the right to withdraw your consent at any time and can do so by informing the Academy's Data Protection Officer, with the exception of documents that are required for a statutory requirement.
- 9.6. The Academy will maintain a Single Central Record of employment checks in accordance with Keeping Children Safe in Education.



10. Start of Employment and Induction

- 10.1 The pre-employment checks listed in paragraph 8.1 above must be completed before the employee starts work. Exceptions will only be made in circumstances where a risk assessment has been undertaken. Exceptions will never be made in the case of the barred list and teacher prohibition checks.
- 10.2 All new employees will be provided with an induction programme which will cover all relevant matters of Academy policy, but safeguarding and promoting the welfare of children. This will include the:
- Child protection policy which will include amongst other things the policy and procedures to deal with peer-on-peer abuse.
 - Behaviour policy (which includes measures to prevent bullying, including cyberbullying, prejudice-based and discriminatory bullying).
 - Staff behaviour policy (also known as code of conduct).
 - Safeguarding response to children who go missing from education.
 - Role of the designated safeguarding lead (including the identity of the designated safeguarding lead and deputies).

Copies of all policies and a copy of Part one or Annex A of KCSIE, if appropriate will be provided to all staff at induction.

APPENDIX 1

RECRUITMENT INCENTIVE PAYMENT

Terms & Conditions

A recruitment Incentive (R&R) payment for successful candidates applying directly to GMAT for this role, is payable after a qualifying period of two full terms in this role. This includes a 2-year retention period. Please see the advert details for the amount payable.

Qualification

In order to qualify for this payment, you will need to apply directly to GMAT (not via any agency). If you are offered the role, as part of your recruitment checks we will ask you to sign the recruitment



incentive acceptance letter. The payment will then be made to you 2 full terms after you have started in the role.

If you already work for us at Guilsborough, your application for the role must be a promotion and the payment will therefore be payable 2 full terms after your start date in the new role.

Repayment Clause

If you leave the role before the end of the 2 full terms you will not receive the payment or any part of it.

The payment is subject to a 2-year retention period, therefore any candidate receiving the payment who leaves within a 2-year period from their start date of employment will be required to pay back the R&R payment. There will be a reduction in 50% of claw back after 1 full year length of service.

Payments

Amounts are fixed irrespective of FTE and are therefore not pro-rata for part time roles.

All payments are subject to tax and NI and are processed through the payroll and the payment will be considered pensionable pay.

APPENDIX 2

RECRUITMENT INCENTIVE PAYMENT

Agreement Form

Between: Guilsborough Multi Academy Trust (The Employer), and **[name and address]**
(The Employee)

Place of Work: Guilsborough Multi Academy Trust, West Haddon Road, Guilsborough,
Northants, NN6 8QE

The Employer hereby agrees to remunerate the above employee with an R&R payment of £1,000 in recognition of **[them being a new employee of Guilsborough Academy receiving the Welcome Bonus incentive payment / successfully promoting internally to a permanent role within Guilsborough Academy]**.

Amounts are fixed irrespective of FTE and are therefore not pro-rata for part time roles.

All payments are subject to tax and NI and are processed through the payroll and the payment will be considered pensionable pay.



Qualification: To receive the payment, the following terms MUST be met:

New Employees

- Must have applied directly to Guilsborough Multi Academy Trust (not via any agency).
- New employees must be employed on a Permanent contract.
- All pre-employment checks must be successfully worked.
- The payment will only be made once 2 full terms of employment has been completed.
- The employee must sign this as agreement as full acceptance of the terms herewith.

Internal Promotions

- Payment will only be applied to permanent promoted posts.
- The payment will only be made once the employee has been in the new post and successfully worked for 2 full terms.
- The employee must sign this as agreement as full acceptance of the terms herewith.

The Employer shall determine at its sole discretion, acting reasonably, whether the Employee has satisfactorily met the criterion above for the purposes of this Agreement. If the Employee fails to satisfactorily meet the criteria, then payment will not be made.

Repayment Clause: Once payment has been made to the employee, it is expected that the employee will remain in employment of Guilsborough Multi Academy Trust for a minimum period of 2 years.

If the Employee leaves the service of the Employer:

- (1) before completing 1 years' service 100% of the R&R payment is to be paid in full by the Employee to the Employer;
- (2) after completing 1 years' service, but prior to completing 2 years' service, 50% of the R&R payment is to be paid in full by the Employee to the Employer;

No repayment of costs shall be required thereafter.

The Employer reserves the right to deduct from the Employee's wages any money owed under this Agreement, subject to the provisions of the Employment Rights Act 1996.

The Employee agrees to the Employer deducting any monies owed from their wages, including from their final salary or any outstanding payments due to the Employee.

Signed:

Date:

Name:

Signed:

Date:

Mr S Frazer
Principal

For and on behalf of Guilsborough Multi Academy Trust

cc – Employee's Line Manager