



GUIDANCE ON CONFEDERATIONS/SHARED HEADTEACHER ARRANGEMENTS in maintained schools

1. What is confederation?

In a nutshell: two or more schools (with their own governing bodies) agree to share a headteacher/executive headteacher. This can be compared with federation, where two or more maintained schools are governed collectively under a single governing body and may or may not have shared headteacher arrangements in place.

Confederation can take different forms, for example:

1. *A headteacher is employed to work at a particular school, however the governing body of that school agrees that the headteacher will be shared with another school/other schools for a specified period.*
2. *Two or more schools come together and jointly advertise for and appoint a headteacher/executive headteacher to work across each of the schools. In this latter case, it will need to be agreed who will employ the headteacher.*

2. What do schools need to think about?

Schools need to consider all the collaborative options available to them and decide what is in their school's best interests. In addition to this guidance, please ensure you have also considered the Diocesan Board of Education (DBE)'s guidance on academies and federations, both of which can be found here: <http://dioceseofyork.org.uk/supporting-schools/collaboration/>.

In any arrangements, you will need to ensure that the Church of England foundation of your school will be preserved and developed. Section 5 below sets out further information in this respect, and outlines our anticipated involvement in the process.

We have also included (at sections 4 and 6 below) some of the practical matters governing bodies may want to think about when discussing potential confederation arrangements and in putting together the documentation to formalise any agreement reached.

The local authority will take the lead on supporting governing bodies through the confederation process. Governing bodies should ensure that they receive early input from both the DBE and the local authority on any proposed confederation and obtain all appropriate HR, legal and financial advice from the local authority/other advisers.

Please get in touch with us at an early stage if you are considering sharing a headteacher with another school. You should contact your SLA adviser in the first instance. If you don't have an SLA adviser, please contact Anita Ranyell (admin@yorkdiocese.org).

3. Benefits of Confederation

Collaboration through confederation can bring real benefits and opportunities for schools. Governing bodies should consider the options available to them prior to advertising for a full time headteacher where a vacancy arises. Benefits might include:

- attracting a wider field of applicants for schools with a vacancy
- benefiting from the expertise of another local headteacher who does not want to leave their current school
- aiding retention of good headteachers looking for new challenges
- strengthening and developing the ethos of each school
- sharing best practice and know-how between schools through common strategic leadership
- reducing costs/maintaining viability of small schools in a climate of reduced funding
- opening up the possibility of deeper collaboration in the future.

4. Key risks schools may want to think about when exploring potential confederation arrangements

Confederation can bring some wonderful opportunities, but there are also some risks. It is important that schools are aware of these and, where possible, take steps to mitigate them.

Some of the risks schools should consider prior to agreeing to a confederation include the following:

For the employing school to consider	
Risk area	Potential mitigation
Losing the full time support of your headteacher	- Appropriate backfill arrangements
Headteacher burn out	- Appropriate oversight e.g. by a joint committee - Appropriate backfill arrangements - Holding governing body meetings on the same night
Not being paid/not covering all the necessary costs	- Appropriate rights to terminate the arrangement in the event of non-payment - Ensuring on-costs etc. are included in the agreement
The receiving school terminating the agreement and leaving the employing school with too many staff and a potential redundancy situation	- Appropriate notice periods and provisions in staff contracts - Appropriate notice periods and termination provisions in collaboration agreement
The receiving school acting towards the headteacher in a way that could lead to the headteacher claiming unfair dismissal, discrimination etc.	- Regular dialogue between stakeholders - Joint committee oversight - Employing school retaining responsibility for dealing with grievances and complaints, performance management, conduct matters etc. - Requiring indemnity from receiving school for any loss due to their wrongful behaviour

For the receiving school to consider

Risk area	Potential mitigation
Losing the full time support of a headteacher	- Appropriate backfill arrangements
Losing their headteacher on short notice	- Agreeing sensible rights of termination/ arrangements where a headteacher leaves etc.
Their headteacher burning out	- Appropriate oversight e.g. by a joint committee - Appropriate backfill arrangements
Not having sufficient control over the headteacher (as it is not the employer)	- Agreeing appropriate input for the receiving school in performance management etc. - Agreeing appropriate termination provisions in the event of relationship breakdown etc.
The headteacher not being able to preserve and develop the Church of England character of the school	- Involving Diocesan Adviser in process - Ensuring appropriate induction and training

5. Protection of the Church of England Foundation of CE schools looking to confederate

Confederation may have implications for your Church school ethos and you need to be satisfied that any individual who will act as headteacher of your school is able to preserve and develop its religious character. Your SLA adviser will help you in your consideration of these matters as follows:

- *A new appointment* - We should be involved in the appointment process in the same way as we are if a governing body is appointing a headteacher for a single Church of England school. Where possible we should be involved throughout the process as follows:
 - preliminary meeting to advise on the job description/advert/timetable
 - shortlisting meeting to input into shortlisting process and planning of the interview process
 - the interview itself.
- *Sharing a headteacher who was appointed to lead another school* - If you are looking to share an already appointed headteacher of a non-Church school, we will need to work with you to assess the relevant individual's ability and capacity to preserve and develop the religious character of the school.

Please get in touch with us at an early stage if you are considering sharing a headteacher with another school. You should contact your SLA adviser in the first instance. If you don't have an SLA adviser, please contact Anita Ranyell (admin@yorkdiocese.org).

Once there is a firm intention to share an individual headteacher in confederated arrangements, we also ask that you complete the DBE's application form and provide a copy to the Diocesan Director of Education (andrew.smith@yorkdiocese.org), accompanied by an extract of the governing body minutes at which it was agreed to progress with the confederation arrangements and the draft agreement governing the arrangement (drafted by the school with support from the local authority). The application form can be found here -<http://dioceseofyork.org.uk/supporting-schools/collaboration/>. This will enable us to work with you to ensure that the arrangements do not impact adversely on the Church of England foundation of your school.

Finally, we should be grateful if you would provide a copy of the final agreement, once it has been signed, for our records.

6. Some key areas schools may want to think about when exploring potential confederation arrangements

There is a lot to talk about when you are considering entering into confederation arrangements with another school. Below are some key areas schools might want to think about.

A. What are your collaborative intentions?

- What do you want out of the collaboration?
- Do you only want to share a headteacher or do you want to collaborate more deeply?

B. Which schools are involved and what is their status?

- It is important to think through the implications of, for example:
 - o A headteacher of a non-Church school becoming a headteacher of a Church school. Does the relevant individual understand their role in preserving and developing the religious character of the Church school? Would they be in a position to do this?
 - o A headteacher of one type of Church school becoming a headteacher of another type of Church school e.g. a headteacher of a voluntary controlled school becoming a headteacher of a voluntary aided school. Do they understand the differences? Are they the right person to lead the new school? What support would they need to understand their new responsibilities?

C. Who is the employer of the individual?

- The local authority is the employer in a community school and a voluntary controlled school, whereas the governing body is the employer in a voluntary aided or foundation school. This may impact on the arrangements that would be necessary to support a confederation.

D. How would the arrangement be structured?

- For example, will a headteacher be solely employed by one school, but work in both the original school and the new school, or will the headteacher have an employment contract with both schools?
- How will the headteacher's time be split across the schools?
- What role will the headteacher undertake at the respective schools and how will this dovetail with other members of school staff?
- What will the arrangements be when the headteacher is not in one of the schools on a particular day?
- Has the headteacher's contract been reviewed to see if any changes (e.g. duties, place of work etc.) are required to accommodate the arrangement?

E. What will the management arrangements be?

- Who will be responsible for line management of the headteacher?
- How will other management issues be dealt with? What say/role will the receiving school have in relation to appraisal, performance, pay, grievances, discipline, suspension of the headteacher etc.?
- What happens if policies and procedures at the two schools are different?
- Who will be responsible for the headteacher's CPD?

F. How long will the arrangement last?

- Will there be a probationary period where the parties see whether the arrangement is working?
- Will the arrangement be for an agreed fixed period, until a substantive headteacher is appointed at the receiving school (i.e. for an unclear period), or for an indefinite length of time, with termination on an amount of agreed notice?
- Will the headteacher, employing school and/or the receiving school have any rights to bring the arrangement to an end early? If so, when would this be permitted? What notice would need to be given? Are there any circumstances where immediate termination would be permitted e.g. the individual leaves the employment of the original school? What arrangements would be put in place in the event that the arrangement is terminated on short notice?
- What happens if one of the schools seeks to change its governance arrangements?

G. What happens if the headteacher leaves or is absent for a prolonged period?

- What happens to the arrangement if the headteacher leaves the employment of the employing school (whether voluntarily or otherwise)? Does the agreement come to an end? What say would the receiving school have in a new appointment? What involvement would the DBE have? It is important to ensure that any individual acting as headteacher in a Church of England school is in a position to preserve and develop the religious character of the school.
- What will happen if the headteacher is away from work for a prolonged period, for example due to long-term sickness, persistent short-term sickness or maternity/shared parental leave?

H. How will the arrangement be paid for?

- What payments will be made from the receiving school to the employing school? What are the invoicing arrangements, how often will payment be made etc.?
- What if the headteacher receives a pay increase during the period of the arrangement? Will the payment amount increase?
- What will happen if the new school fails to make a payment to the original school?
- Who will agree and meet training and CPD costs etc.?

I. How will the schools liaise during the arrangement and monitor its effectiveness?

- What arrangements are required for review and evaluation of the arrangements?
- Will there be a joint committee to monitor and report on the arrangements?
- How will issues be raised, matters notified, amendments made to the arrangements etc.?

J. Other matters

- How will conflicts of interest be managed?
- How will matters of confidentiality, intellectual property etc. be managed?
- How will data protection matters be managed?
- What insurance arrangements are required?
- What happens if the headteacher does something at the receiving school which creates a significant liability for that school?
- What if the receiving school acts towards the employee in such a way to create a liability for the original school (e.g. health and safety, discrimination)?

K. What advice do you need?

NB it is important that you liaise with the local authority on the arrangements, the necessary documentation to govern the arrangement and the advice you will need (e.g. legal, HR and financial/tax advice).

In relation to DBE input, please contact your SLA Adviser in the first instance. For input on particular governance issues arising, please contact the Deputy Director of Education (claire.graham-brown@yorkdiocese.org).

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