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Children and Young People’s Services

HR Guide to Collaborative Working

**October 2019**

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### 1.0 Context

This HR Toolkit supplements the general LA advice within the document ‘A Guide to Models of Collaborative Working’ **(http://cyps.northyorks.gov. uk)** and guidance to governing bodies in considering the strategic direction of their schools as academies, collaborations, federations or amalgamations. The Guide compliments this HR toolkit and provides information about the different collaborative working models available to schools.

The HR Toolkit has example Job descriptions in the appendices section from pages 34 to 50.

### 2.0 Staffing Principles

When school governing bodies are changing their model of school organisation, there may be a need to review staffing arrangements. If this is necessary, we suggest the following staffing principles are adopted:

* Appropriate consultation with staff about potential changes that may impact upon them. For academy conversion/ collaboration/ federation/ amalgamation arrangements LA guidance sets out the necessary consultation to be undertaken with families, staff and the community1. There may be a separate, additional need to consult specifically with staff in respect of proposed changes that affect them. In instances of academy conversion, federation and amalgamation (not collaboration) where the employer is to change a process may be required to support the TUPE transfer procedure.
* Compliance with the relevant policies, procedures and legislation for handling staffing situations in schools.
* Individuals are given security of employment in the first instance where possible before opportunities for promotion or expansion of employment terms and conditions are agreed.

It is strongly encouraged that contact is made with your School’s HR Adviser at the outset of your deliberations over future plans for your School. Your Adviser can provide you with the necessary advice and support with regard to any potential staffing implications that may inform your decision making.

### 3.0 Interim (Temporary) Leadership and Staffing Arrangements

#### 3.1 Shared Headship

Contemplating a different model of leadership or organisation often arises when a school has a Headteacher vacancy and whilst the longer term future is considered. Sometimes unconventional models of headship may be required. A shared headship (whether in an arrangement where a collaboration exists or for a provision of headship service with no collaboration arrangement) can be a suitable model for enhancing sustainability of small rural schools and can provide access to a larger team to share good practice and explore CPD opportunities. In such instances a temporary leadership arrangement can be agreed. Provision of services to other schools must be authorised formally by the governing body and where the work extends over more than a 12 month period, the agreement of the governing body must be formally reviewed annually or sooner if appropriate[[1]](#footnote-1).

The appointment of an acting shared Headteacher of one or more schools can be agreed by the governing bodies of those schools involved, in the following circumstances:

* to provide leadership whilst a Headteacher post is being advertised;
* to provide leadership during the long-term absence of the substantive Headteacher;
* to provide leadership prior to a move to an alternative model of school organisation (eg federation, amalgamation).

It is strongly recommended that HR guidance is sought when considering a shared headship or provision of headship service.

It is important that any staffing arrangements that are put in place to accommodate these circumstances are agreed and put in writing with the individuals concerned, setting out the contractual variations they entail for members of staff.

Appendix 1 sets outs a Service Level Agreement (SLA) that should be used for arrangements such as collaborations or shared headships or sharing of a Headteacher’s leadership time. Your HR Advisor can support the completion of the SLA, working with you to record the detail of what is being agreed. The SLA will then be sent to Legal Services on your behalf for a final check and review SLA’s incorporate the content of a Memo of Understanding (MOU) but adds more detail about the nature of the service provided, sets out areas of responsibility, accountability and performance measures and defines agreed obligations. In situations where there is a federation arrangement and a school outside of the federation requires head teacher leadership skills and time, the SLA document should be used to agree on the details of this arrangement such as costs and accountability. The SLA would be accompanied by a fixed term variation of contract issued to the Headteacher in respect of the arrangement across the schools, for which notification would need to be issued in most instances to the Employment Support Service or relevant Payroll provider

The SLA is a standalone document for a collaboration arrangement. In situations where there is a collaboration, this SLA should sit aside the formal Collaboration Agreement. It is strongly recommended that HR are provided with sight of the formal Collaboration Agreement when assisting a School with the SLA. The collaboration Agreement is formulated at stage 5 and 6 in the Collaboration Toolkit (refer to ‘A Guide to Models of Collaborative Working) by the Joint Committee. The agreement would be drafted by the Committee with support from the LA Governance team and Legal Services (where required).

It is the responsibility of the receiving school to be assured that all appropriate safer recruitment checks have been undertaken.

The School Teachers’ Pay and Conditions Document (STPCD, revised annually) sets out provisions for Headteachers who are temporarily accountable for more than one school. The 2019 Document states that Headteachers can receive a temporary payment in respect of additional responsibilities or duties beyond that taken into account already in determining the Headteacher pay range. The total sum of any temporary payment made to the Headteacher must not exceed 25% of the annual salary otherwise payable to the Headteacher, and the total sum of salary and other payments must not exceed 25% above the maximum of the Headteacher group for the school[[2]](#footnote-2). Governing Bodies will have determined the Headteacher Pay Range (HPR, formerly known as ISR) and this should have been recorded in Governing Body minutes. The current leadership pay range and points can be found in the School’s individual Pay Policy (NYCC recommended 2019-20 points are given at Appendix 2).

#### 3.2 Impact on Other Staff

In line with STPCD the joint committee which is set up to oversee arrangements across two or more schools (see Appendix 1) should determine any payment on the basis of temporary additional responsibilities for teachers, other than the Headteacher, in each school and the arrangements for reviewing and ending those payments.

It is strongly recommended that HR guidance is sought when considering temporary pay determinations to both Headteachers and other staff.

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| **?**   * What is the staffing need and why is it temporary? * How long is a temporary arrangement likely to be required? * What are the available options for meeting this need? * What will the salary implications be? |

## 4.0 Established (Permanent) Models of Leadership and Staffing

For schools and governing bodies working together through formal arrangements this may allow an opportunity to review the schools’ leadership and to move away from the traditional model of one school and one Headteacher.

There is a statuary requirement for every school to have a Headteacher. The extent of the leadership team beyond this will depend on the size and needs of the school and the resources available. There is no legal obligation for a school to have a deputy Headteacher or any limit on the number of deputies a school may have and some schools will not have one at all.

There may be a requirement for an Amalgamation which is the creation of a single school from two or more schools. Amalgamated schools have a single budget and one Ofsted inspection. Please contact your relevant HR advisor if this is something that your school is considering as there may be staffing implications and the requirement to consult.

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| **?** | * What are the current staffing structures in the schools? |
|  | * What options for models of leadership are there for the future? |

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### 4.1 Headteacher role definitions

As the landscape of schools has changed a range of leadership roles and titles has emerged. A number of proposed definitions are given for consideration at Appendix 3 and schools are encouraged to use this as common terminology. Example job descriptions are given in the subsequent appendices.

### 4.2 Pay and Conditions of Service

The pay and conditions of service for leadership staff appointed or assimilated to a new model of school organisation should be in accordance with the latest School Teachers’ Pay and Conditions Document (STPCD). This also applies to schools converting to academy status for academies who retain use of the STPCD.

#### 4.2.1 Headteacher Pay Range

Where an individual is appointed as a Headteacher of more than one school on a permanent basis, the governing body of the Headteacher’s original school or the collaborating body must calculate the Headteacher group by combining the unit score of all the schools for which the Headteacher is responsible to arrive at a total unit score, which then determines the Headteacher group. The HR Advisory Team (**nyhr@northyorks.gov.uk** 01609 798343) can provide benchmarking information on request to assist governors in the determination of the Headteacher’s pay.

When determining an appropriate pay range, the governing body must take into account all of the permanent responsibilities of the role, any challenges that are specific to the role, and all other relevant considerations. In the case of a new appointment, the governing body may wish to consider whether the requirements of the post and the extent to which the preferred candidate meets those requirements are such that would be appropriate to set the starting salary above the minimum of the Headteacher group. You must ensure that there is appropriate scope within the range to allow for performance related progress over time.

The pay range for a Headteacher should not normally exceed the maximum of the Headteacher group although it may exceed the maximum where the governing body determines that circumstances specific to the role or candidate warrant a higher than normal payment. You must ensure that the maximum of the Headteacher pay range and any additional payments does not exceed the maximum of the Headteacher group by more than 25% other than in exceptional circumstances. In such circumstances the governing body must seek external independent advice before providing such agreement and support its decision with a business case. The current leadership pay range and points can be found in the School’s individual Pay Policy (NYCC recommended 2019-20 points are given at Appendix 2).

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| **?** |  |
| • | What are the current Headteacher pay ranges for the schools? |
| • | What is the combined Headteacher group for the new arrangement? |
| • | What current salary/ies are payable? |
| • | What are the expectations of the Headteacher looking forward? |
| • | What is the financial position of the schools? |
| • | What comparator information is there available? |
| • | What scope for pay progression can be included in the revised range? |

### 4.3 Appointment of Executive Headteacher

Many schools within North Yorkshire already work in informal partnerships with other schools and in most cases look at their school organisational model when a Headteacher vacancy arises. Governing bodies are however encouraged to proactively consider the options available to them as early as possible and not just as a result of a vacancy. If two (or more) schools decide to collaborate or federate following the resignation of one Headteacher, the remaining Headteacher will usually assimilate into the post of Executive Headteacher across the schools involved.

Federations and other collaborative arrangements are becoming increasingly common in schools in response to a range of government drives and contextual factors including succession planning, small schools and addressing failing schools.

Recruitment checks and clearances for North Yorkshire should already be in place but the ‘new’ school(s) may want to obtain their own references for the post of Executive Headteacher and in some instances carry out a suitability interview. There is still a requirement to ensure that the Single Central Record (SCR) is populated for the new school

If governing bodies have a Headteacher vacancy for an already formed collaboration or federation, the governing body (ies) would follow the normal procedures for recruiting a new Headteacher. Advice and guidance on Headteacher recruitment can be provided by the Resourcing Solutions team (**resourcingandreward@ northyorks.gov.uk** / 01609 535585).

The appointment arrangements for any new Headteacher posts should be agreed under the relevant governance arrangements and must always follow safer recruitment practices in line with Keeping Children Safe in Education[[3]](#footnote-3).

#### 4.3.1 Appointment Process

The governing body is advised to advertise the posts of Headteacher and deputy Headteacher in a manner they consider appropriate[[4]](#footnote-4). However statutory guidance also recognises that where schools are subject to reorganisation this can mean that Headteachers and deputy Headteachers may have to compete for jobs. Therefore, in the interests of limiting unnecessary redundancies, the governing body – in consultation with the Corporate Director for Children, Young People Services and subject to the conditions for selecting staff - may apply ‘ringfencing’ arrangements to cover those Headteachers of the schools directly affected.

In making the decision not to advertise nationally, the following criteria must be considered:

* the federation is formed from immediately pre-existing schools, and
* the person/people within the ringfence for the post of executive Headteacher must have suitable qualifications, experience and ability to undertake the role, and
* be highly regarded in terms of performance and ability by both the governing body and the local authority.

Where a federation is formed and there are two or more substantive Headteachers already in place it may be necessary to follow the School’s Reorganisation, Redundancy and Redeployment Policy in order to objectively determine selection for posts and any redundancy/ redeployment arrangements. In such instances it is strongly advised that HR advice is sought.

If a redundancy situation is likely to arise the Governing Bodies (and LA if appropriate) will need to determine at an early stage where liability for any redundancy costs lies.

#### 4.3.2 Headteacher contracts of employment

A SLA (see Appendix 1) should be created to sit alongside a contract of employment for a substantive Executive Headteacher.

For administration purposes and to avoid pension implications for an individual, it is advised that an individual should be set up on the payroll system under one school and then in the background of the system the costs can be split as appropriate between the schools involved in the arrangement. However the actual contractual documentation should state all schools involved in the collaboration/federation and what should happen if the one of the schools were to leave the collaboration/federation. Where consideration is being given by non-maintained schools to the Headteacher not fulfilling a full teacher role, reference should be made to the regulations of the Teachers’ Pension Scheme (TPS) in relation to membership eligibility. Whilst CEO’s and Executive Headteachers may not be involved in delivering front-line teaching, they may still be involved in assessment and reporting of progress. Where this is not the case there may be instances where the role falls outside of TPS and another arrangement such as the Local Government Pension Scheme should be explored[[5]](#footnote-5).

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| **?** | |
| * Which school would be prepared to act as the “host” employer? | |
| * On what basis would costs be divided between schools? * Would this include full employment costs, including expenses? * What would happen to the contract of employment if the shared arrangement ceases? * On what basis would costs be divided between schools? | |
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### *4.4 Staffing structure*

#### *4.4.1 Deputy/Assistant Head Teacher in Charge/ Base Leader or Head of School*

An Executive Headteacher of the collaboration/ federation will remain responsible for all schools in the arrangement at all times. Given that they will not be available on all sites at all times governing bodies are advised to consider what the expectations of an additional person in charge would need to be. This may differ as it depends on the needs and size of the school. Consideration in the absence of a school having a Deputy Head or Assistant Head could include Base Leader, Teacher inCharge or Head of school. HR guidance and advice should be sought to help identify the most appropriate Leadership model. Whilst there is nothing within the STPCD (other than Deputy Head or Assistant Head) regarding second level leadership role a pragmatic approach should be taken when determining the best fit for a school.

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The STPCD 2019 states that teachers other than the Headteacher may be required to undertake the following duties:

Deputy Headteachers and assistant Headteachers:

“A person appointed as a deputy or assistant Headteacher in school, in addition to carrying out the professional duties of a teacher other than a Headteacher including those duties particularly assigned by the Headteacher, must play a major role under the overall direction of the Headteacher in:

1. formulating the aims and objectives of the school;
2. establishing the policies through which they are to be achieved; c) managing staff and resources to that end;

d) monitoring progress towards their achievement; and undertake any professional duties of the Headteacher reasonably delegated by the Headteacher.”

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| **?** |
|  | * What is the remit of current TLR’s? Could this be revised? * What staffing structures are already in place at each school, to include TLR’s and Upper Pay Scale Teachers? |
| • | * What are the skill sets and career aspirations of senior staff? |
| • | * What are the staffing requirements of the schools under the new working arrangement? Is there a need for another member of the leadership team or can this be fulfilled in a different way? What are your expectations of each role and what would the specific responsibilities be? |
| • | * What can you afford? |

#### 4.4.2 Pay considerations for second-level leadership

There is nothing within the STPCD which attaches any form of payment specifically to undertaking the responsibility of being the nominated “teacher in charge”, “Base Leader” “ Associate Headteacher” or “Head of School” (which are not widely defined roles) when the Headteacher is not on site. Depending on the needs of the school these second level leadership roles may hold the responsibility and accountability for the day to day running of a school where there is an Executive Headteacher model or they be a teacher who is in charge whilst the Headteacher is away under a shared Headship provision. There is not a fixed leadership structure as it depends on the school or schools in scope. HR advice should be sought when consideration is being made to the most appropriate leadership roles.

However you may wish to consider the following:

* If an arrangement where there is an Executive Headteacher across more than one school consideration could be given to a Head of School role and subsequent payment on the Leadership pay scale.
* Creating a TLR2 which is linked with the teacher in charge responsibility with a clear teaching and learning responsibility across the collaboration/federation as well. Clear written distinction around accountability should be established so there is clarity about what a teacher is responsible for in the absence of the Headteacher. This would be an established role and if you wished to remove the TLR at a later date, consultation would be required and pay safeguarding would apply.
* The STPCD[[6]](#footnote-6) incorporates the option to pay an additional payment to a teacher in respect of additional responsibilities and activities due to, or in respect of, the provision of services relating to the raising of the educational standards to one or more additional schools. If any arrangement would be as a result of the Executive Headteacher being a Head of two or more schools, an additional payment should be considered to reward staff, if appropriate and in line with the School’s Pay Policy. Further information can be found in Appendices **11 and 12** - Frequently Asked Questions.
* Additional consideration should be given to the responsibilities of any teacher on the upper payscale and whether these might be adjusted (subject to agreement) to encompass Base Leader or Teacher in Charge status.

Different models of school organisation can provide opportunities for leadership posts which otherwise may not have been available. It is strongly advised that HR advice is sought prior to any final decisions about leadership roles and pay.

#### 4.4.3 Ongoing Employment of Existing Staff

It will be necessary to determine at an early stage whether the body that currently employs the staff in each of the schools will change under the new arrangement. In cases where staff are employed by the governing body (eg voluntary aided schools), if this governing body will cease under an arrangement such as a collaboration or federation, the existing contractual commitments will need formally transferring to the new employer. This would also be the case for staff transferring into a non-maintained school.

Schools whose staff are employed by the Local Authority are unlikely to have to undertake any formal process in relation to ongoing employment, although effective briefing of staff is advisable.

It is advised that you seek HR support at an early point.

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| **?**   * Who is the employer of current staff in each school? * Will this change for any staff under the new arrangement? |

#### 4.4.4 Revised Staffing Structures / Appointment of Shared Staff from within Existing Staffing Structures

If as a result of alternative models of leadership, a staffing restructure is required, this must be progressed in accordance with the School’s Reorganisation,

Redundancy and Redeployment Policy.

It is important to be clear about timescales for bringing about staffing changes and the consultation requirements prior to finalising proposals.

Your nominated HR Adviser will be able to guide you through this process but an early meeting is recommended. In this way support can be given in relation to proposed teaching and support staff structures, implementation mechanisms and any further necessary considerations.

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| **?**  • What are the staffing changes being proposed, and the reasons for them? |

#### 4.4.5 Shared staffing arrangements

The contractual arrangements for all shared appointments can vary depending on the arrangement and the type of school involved. If schools share the same employer (e.g. local authority for community schools) then schools may appoint to the federation and agree the working practice. Within collaboration arrangements of schools with the same employer or in a federation where there are different employers, schools may enter into a formal agreement in relation to working arrangements and financial buy-back from the lead employer. When staff are employed across more than one school, agreements between schools should cover what happens if one of the schools leaves the federation.

Once arrangements have been determined, it is important that the necessary contractual document and payroll notification is given.

In most instances the NYCC Employment Support Service or relevant Payroll Provider should be notified promptly.

A range of template job descriptions for support staff can be found on the NYHR website, to include Business Manager roles which could be contextualised to reflect the shared nature of the role.

#### 4.4.6 Designated Safeguarding Lead (DSL)

Each governing body must appoint a designated safeguarding lead who should be a member of the school leadership team. If this person is working across two or more schools and is on the leadership team of these schools, advice received from the DfE has confirmed that this is acceptable providing they are given sufficient time to undertake the duties. Particular consideration must be given to this in relation to combinations of large schools and the workload that this may entail.

KCSIE leaves it to individual schools to consider whether to have one or more trained deputy DSL’s. Consideration should be given to whether this would be appropriate as a presence for each school which will both strengthen provision but also provides a wider awareness which may help with identification of potential risks. Any deputies should be trained to the same standard as the DSL, although the ultimate lead responsibility would not be delegated. In all schools cover should be available in the absence of the DSL, including during the school closure periods.

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| **?** |  |
| • | Who will undertake the role of DSL? |
| • | Would it be appropriate/ preferable to have trained deputy DSL’s within the structure? |
| • | Who will provide cover at any point in the year when the DSL is unavailable? |

## 5. Ongoing Working Arrangements

### 5.1 Headteacher performance management

Headteacher performance management arrangements must be determined and clarified at the outset dependant on the model of school organisation adopted, and included in the SLA as appropriate.

### 5.2 Work-life balance

It is important that the workload issues for the Headteacher and the additional responsibilities for other staff, as a consequence any new arrangements, should be addressed as part of the overall considerations of agreeing to the Headteacher undertaking a revised role (either temporary or substantive)

### 5.3 Aligning HR policies and procedures

At an early stage in the new working arrangement it will be important to review HR policies and procedures that are in place. Where there are inconsistencies in policies that have been adopted by governing bodies it will be necessary for the new governing body to adopt policies as appropriate and agreed.

### 5.4 Single Central Record

It will be important to update the Single Central Record to ensure that it remains current and accurately reflects that all necessary safeguarding checks have been carried out on individuals in school in line with current guidance. Equally it is important to ensure that if there are any changes (temporary as well as permanent) to the Headship of a school that this change is reflected on the Single Central Record.

### 5.5 Travel Expenses

### To be determined based on the particular circumstances.

# Appendix 1

**[INSERT NAME SCHOOL A] SCHOOL**

**and**

**[INSERT NAME SCHOOL B] SCHOOL**

**for the provision of Headteaching services**

This is a Service Level Agreement which has been agreed by the Governing Bodies of [INSERT SCHOOL A] and [INSERT SCHOOL B], [in consultation with North Yorkshire County Council [and [name of Diocese] Diocesan Board of Education]].

It relates to the arrangements for [[a temporary shared headship] or [the provision of Headteaching services] between [INSERT SCHOOL A] and [INSERT SCHOOL B].

DATE

**PARTIES**

1. The Governing Body of [INSERT NAME] **SCHOOL** of [INSERT ADDRESS] and; [SCHOOL A – THE SCHOOL PROVIDNG THE SERVICE OF THE HEADTEACHER]
2. The Governing Body of [INSERT NAME] **SCHOOL** of [INSERT ADDRESS]. [SCHOOL B – THE SCHOOL RECEVING THE SERVICE]

**DEFINITIONS**

The following expressions have these meanings throughout the Agreement:

**Agreement** this contract between [INSERT SCHOOL A] and [INSERT SCHOOL B] for the provision of the Service

**Authorised Officer** the person identified in Appendix A who is to manage the Service on behalf of [INSERT SCHOOL A]

**Commencement Date** the date the Service begins which is identified in Appendix A

**Review Date** the date on which the Parties will review the Service and which is identified in Appendix A

**Confidential Information** any information which has been designated as confidential by either party in writing or ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to secrets, intellectual property rights and all personal data and sensitive data within the meaning of the Data Protection Act 2018 and the General Data Protection Regulation (GDPR)

**Contract Standards**  i) the standards in the Agreement; and

ii) with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service; and

iii) generally to [INSERT SCHOOL B’s] satisfaction

**Headteacher** [INSERT NAME OF HEADTEACHER/STAFF MEMBER] the Headteacher of [INSERT SCHOOL A] who will provide the Service to [INSERT SCHOOL B] on behalf of [INSERT SCHOOL A]

**Nominated Officer** the person identified in Appendix A who is to manage the Service on behalf of [INSERT SCHOOL B]

**Service** the Service identified in Appendix A and B

**Contract Fees** the charges payable to [INSERT SCHOOL A] which are identified in Appendix A

**Working Day**  Monday to Friday inclusive excluding any bank holidays

**THE AGREEMENT**

1.0 The Service

[INSERT SCHOOL B] agrees with [INSERT SCHOOL A] to begin the Service on the Commencement Date and in accordance with the details in Appendix A and B.

2.0 Contract Standards

[INSERT SCHOOL B] agrees with [INSERT SCHOOL A] to comply with the Contract Standards relating to the Service.

3.0 Contract Management

3.1 Before the Commencement Date [INSERT SCHOOL B] shall appoint the Nominated Officer who shall:

1. support the management and co-ordination of the Service;
2. liaise with the Authorised Officer.

3.2 Before the Commencement Date [INSERT SCHOOL A] shall appoint the Authorised Officer who shall:

1. support the management of the Agreement;
2. liaise with the Nominated Officer.

4.0 Service Variation

4.1 [INSERT SCHOOL A] may require the Service to be varied upon such terms as may be agreed with [INSERT SCHOOL B] and, where appropriate, the variation will include provision for adjustment of the Contract Fees.

4.2 All variations shall be recorded in writing and attached to this Agreement.

5.0 Assignment

[INSERT SCHOOL A] shall not assign the provision of the Service or any part of it to anyone other than the Headteacher without [INSERT SCHOOL B’s] prior written consent.

6.0 Insurance

6.1 At all material times, [INSERT SCHOOL B] shall ensure that it has taken out and maintains in full force and effect with a reputable insurance company, and at such levels as would be considered good and prudent within the industry, insurance to cover all public liability which it may hold in respect of, and all liabilities it may have towards, the Headteacher, and [INSERT SCHOOL B] shall produce copies of the policies and any renewal certificate to [INSERT SCHOOL A] when requested to do so.

7.0 Confidentiality

7.1 [INSERT SCHOOL A] and the Headteacher shall keep confidential all information obtained from [INSERT SCHOOL B] or through its provision of the Service which is Confidential Information whether or not [INSERT SCHOOL B] designates or marks that Confidential Information as confidential.

7.2 [INSERT SCHOOL A] and the Headteacher shall not use any Confidential Information it receives from [INSERT SCHOOL B] otherwise than for the purposes of this Agreement.

7.3 The provisions of clauses 7.1 to 7.3 shall not apply to any information which:

7.3.1 is or becomes public knowledge (otherwise than by a breach of this clause);

7.3.2 was in the possession of the party concerned without restriction as to its disclosure before receiving it from the other party; or

7.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

7.4 Nothing in clause 7 shall prevent the parties from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by any regulatory body or inspectorate established by law.

8.0 Data Protection

Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. Each Party shall bear its own costs in relation to compliance with this clause and the Data Protection Legislation.

9.0 Health and Safety

Each party shall comply with the requirements of the Health and Safety at Work Act 1974 insofar as they apply to the provision of the Service and throughout the period of this Agreement each party shall have in place a health and safety policy which complies with all statutory requirements.

10.0 Intellectual Property Rights

10.1 All intellectual property rights in the Service, including but not limited to any strategies, specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material produced by the Headteacher shall remain the property of [INSERT SCHOOL B].

10.2 [INSERT SCHOOL A] shall obtain necessary approval before using any material, in relation to the performance of the Agreement, which is or may be subject to the Intellectual Property Rights of any third party.

11.0 Financial Arrangements

12.0 Breach of Contract and Termination

12.1 If the Service is not undertaken in accordance with the Contract Standards, [INSERT SCHOOL B] may by written notice require [INSERT SCHOOL A] to remedy the failure.

12.2 If [INSERT SCHOOL A] or any of its employees or agents -

1. is in material and/or persistent breach of the Contract Standards; or
2. has committed any offence under the Bribery Act 2010; or
3. has given any undisclosed or illicit fees or reward to any Governor or employee of [INSERT SCHOOL A] in order to gain unfair advantage; or
4. becomes bankrupt, makes an arrangement with its creditors or other arrangement under the Insolvency Act 1986; or
5. has an administrative receiver or liquidator appointed or has a winding up order made;

[INSERT SCHOOL B] may terminate the Agreement immediately.

12.3 [INSERT SCHOOL A] and [INSERT SCHOOL B] shall be entitled to terminate this Service Level Agreement by giving notice in writing of their intent to do so, such notice being for a minimum of one school term. The notice can be delivered personally in which case the date of effective service will be the actual date of delivery, or can be sent by first class post in which case service shall be effective two days after the date of postage.

13.0 General

13.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

13.2 [INSERT SCHOOL A] shall comply with all relevant legislation guidance and best practice relating to the Service.

14.0 Appendices

14.1 The following appendix forms part of this Agreement:

1. Service Description;
2. Overriding requirements – Headteachers & Contract Standards

**SIGNED** by authorised agents of the [INSERT SCHOOL A] and [INSERT SCHOOL B]

………………………………………………

On behalf of the Governing Body of [INSERT SCHOOL A]

………………………………………………

On behalf of the Governing Body of [INSERT SCHOOL B]

**APPENDIX A**

**Name of Service**: The provision of Headteacher

**Commencement Date**: [INSERT DATE]

**Contact Details**:

[INSERT SCHOOL A] Authorised Officer:

Contact Number (phone, fax, e-mail etc)

[INSERT SCHOOL B] Nominated Officer:

Contact Number (phone, fax, e-mail etc)

**Description of Service**: See Appendix B for the overriding statutory requirements of Headteachers. It is acknowledged that where the overriding statutory requirements contained in the *‘School Teacher’s Pay and Conditions document 2019’’* are amended updated or superseded reference to the statutory requirements of Headteachers will be to the most recent statutory requirements.

**Expenses**: [INSERT SCHOOL B], at its own discretion, agree to provide all teaching materials and other resources which are necessary to allow the Headteacher to properly undertake the Service. No other expenses are payable by [INSERT SCHOOL B] unless expressly in writing between the parties. [INSERT SCHOOL A OR B] are not responsible for any travelling or subsistence expenses which may be incurred for the provision of the service.

**Fees for the Service**:

[INSERT SCHOOL A] will continue to pay the salary of the Headteacher through its own payroll and will remain solely responsible for all other contractual payments and employee benefits, including but not limited to, mileage allowances and travel, subsistence, hospitality, or other ‘out of pocket’ expense. [INSERT SCHOOL A] will remain responsible for deductions for pension contributions or other employee expenses and for tax or national insurance in the usual way.

**Induction**: [INSERT SCHOOL B] will seek to make arrangements for the Headteacher to be properly inducted to the school so that they may become familiar with the school’s policies and procedures. [INSERT SCHOOL B] will endeavour to undertake arrangements for the induction training as soon as reasonably practicable following the Commencement Date and the start of the Service.

**Invoice Agreements**: [INSERT SCHOOL A] will invoice [INSERT SCHOOL B] for the provision of the service in arrears by submitting termly invoices. Payment shall be made to [INSERT SCHOOL A] within 30 days of receipt of the invoice.

**Location of Service**: [INSERT SCHOOL B]

**Performance:** [INSERT SCHOOL B] will agree to contribute to any appraisal or performance review that may be required under the Headteacher’s Employer’s performance review policies.

**Review Date**: [INSERT REVIEW DATE – For example: 12 months’ from Commencement Date?]

**Working Cycle**: The parties agree that the Headteacher will attend [INSERT SCHOOL B] on [INSERT DATES ON WHICH HEADTEACHER WILL ATTEND THE SCHOOL TO PROVIDE THE SERVICE, I.E. EVERY MONDAY, WEDNESDAY AND FRIDAY].

With respect to the working cycle detailed above, the parties agree as follows:

1. when the Headteacher is scheduled to be at different schools, the Headteacher will primarily dedicate their time and service to the school at which they are physically present, but the parties acknowledge and agree that the Headteacher will offer appropriate leadership and support to Governors and/or other staff at the school from which they are absent in person, by telephone, email or other communication, in accordance with the urgency of the situation that has arisen.
2. The working cycle can be varied by the agreement of the parties. Any temporary variation to the working cycle may be agreed either orally or in writing between the Authorised Officer and the Nominated Officer or by the agreement of any other Governor from the respective Governing Bodies should the Authorised Officer or the Nominated Officer choose to delegate their authority to vary the agreement. If the working cycle is to be permanently varied then this will be recorded in writing, signed by the parties and appended to this agreement. ]
3. If the Headteacher is unable to work due to sickness during the provision of the Service, [he/she] will notify the Nominated Officer as soon as practicable on the first day of sickness which should ideally be within one hour of the expected start time. The Nominated Officer will inform the Authorised Officer of all sickness absences.

[[INSERT SCHOOL A] will reimburse [INSERT SCHOOL B] for payments covering the period of leave during which the Headteacher is on sickness absence arising during the term of the Service providing the Headteacher submits sickness absence records and medical certificates as required by the Employer’s sickness policy. The Headteacher agrees to disclose copies of evidence of sickness to [INSERT SCHOOL B] if requested to do so].

**APPENDIX B**

*The following is extracted from the statutory guidance ‘School Teacher’s Pay and Conditions document 2019 and guidance on school teacher’s pay and conditions’ published by the Department for Education and this appendix should be read in conjunction with that statutory guidance, and this Appendix B shall include any amendments variations or updates to the School Teachers Pay and Conditions document*

**44. Headteachers – Overriding Requirements**

44.1. A Headteacher’s professional duties must be carried out in accordance with and subject to:

a) the provisions of all applicable legislation and any orders and regulations having effect under the applicable legislation, and in particular the Education Act 1996(20) and the Act;

b) the instrument of government of the Headteacher’s school;

c) any rules, regulations or policies made either by the governing body on matters for which it is responsible, by the authority with respect to matters for which the governing body is not responsible or by the Headteacher’s employers;

d) where the school is a voluntary, foundation or foundation special school, any trust deed that applies to the school;

e) any scheme prepared or maintained by the authority under section 48 of the School Standards and Framework Act 1998(21);

f) the terms of their appointment.

**45. Delegation**

45.1. The professional responsibilities of a Headteacher under paragraph 46.9 must not be delegated other than in accordance with paragraph 48.2.

45.2. Subject to paragraph 45.1, a Headteacher’s responsibilities may be delegated to a deputy Headteacher, assistant Headteacher or other member of the staff in a manner consistent with their conditions of employment, having regard to the nature and extent of their management responsibilities, and maintaining a reasonable balance between work and other commitments for each teacher in accordance with paragraph 51.4.

**46. Professional responsibilities**

46.1. A Headteacher may be required to undertake the following duties:

**Whole school organisation, strategy and development**

46.2. Provide overall strategic leadership and, with others, lead, develop and support the strategic direction, vision, values and priorities of the school.

46.3. Develop, implement and evaluate the school’s policies, practices and procedures.

**Teaching**

46.4. Lead and manage teaching and learning throughout the school, including ensuring, save in exceptional circumstances, that a teacher is assigned in the school timetable to every class or group of pupils:

a) in the first, second, third and fourth key stages, for foundation and other core subjects and religious education; and,

b) in the preliminary stages.

46.5. Teach.

**Health, safety and discipline**

46.6. Promote the safety and well-being of pupils and staff.

46.7. Ensure good order and discipline amongst pupils and staff.

**Management of staff and resources**

46.8. Lead, manage and develop the staff, including appraising and managing performance.

46.9. Develop clear arrangements for linking appraisal to pay progression and advise the relevant body on pay recommendations for teachers, including on whether a teacher at the school who applied to be paid on the upper pay range should be paid on that range.

46.10. Organise and deploy resources within the school.

46.11. Promote harmonious working relationships within the school.

46.12. Maintain relationships with organisations representing teachers and other members of the staff.

46.13. Lead and manage the staff with a proper regard for their well-being and legitimate expectations, including the expectation of a healthy balance between work and other commitments.

**Professional development**

46.14.Promote the participation of staff in relevant continuing professional development.

46.15.Participate in arrangements for the appraisal and review of their own performance and, where appropriate, that of other teachers and support staff.

46.16.Participate in arrangements for their own further training and professional development and, where appropriate, that of other teachers and support staff including induction.

**Communication**

46.17.Consult and communicate with the governing body, staff, pupils, parents and carers.

**Work with colleagues and other relevant professionals**

46.18.Collaborate and work with colleagues and other relevant professionals within and beyond the school including relevant external agencies and bodies.

**47. Rights conferred**

47.1. In addition to the provisions of paragraph 51 the following rights apply:

**Dedicated headship time**

47.2. A Headteacher is entitled to a reasonable amount of time during school sessions, having regard to their teaching responsibilities, for the purpose of discharging their leadership and management responsibilities.

**Daily break**

47.3. A Headteacher is entitled to a break of reasonable length in the course of each school day, and must arrange for a suitable person to assume responsibility for the discharge of their functions as Headteacher during that break.

# Appendix 2

Extract: NYCC Model Pay Policy 2019-2020 - Leadership Group Pay Spine\*

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Scale point | Salary | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | |
| L1 | 39,965 |  |  |  |  |  |  |  |  | |
| L2 | 40,966 |  |  |  |  |  |  |  |  | |
| L3 | 41,989 |  |  |  |  |  |  |  |  | |
| L4 | 43,034 |  |  |  |  |  |  |  |  | |
| L5 | 44,105 |  |  |  |  |  |  |  |  | |
| L6 | 45,213 |  |  |  |  |  |  |  |  | |
| L7 | 46,430 |  |  |  |  |  |  |  |  | |
| L8 | 47,501 |  |  |  |  |  |  |  |  | |
| L9 | 48,687 |  |  |  |  |  |  |  |  | |
| L10 | 49,936 |  |  |  |  |  |  |  |  | |
| L11 | 51,234 |  |  |  |  |  |  |  |  | |
| L12 | 52,413 |  |  |  |  |  |  |  |  | |
| L13 | 53,723 |  |  |  |  |  |  |  |  | |
| L14 | 55,064 |  |  |  |  |  |  |  |  | |
| L15 | 56,433 |  |  |  |  |  |  |  |  | |
| L16 | 57,933 |  |  |  |  |  |  |  |  | |
| L17 | 59,264 |  |  |  |  |  |  |  |  | |
| L18 \* | 60,153 |  |  |  |  |  |  |  |  |
| L18 | 60,755 |  |  |  |  |  |  |  |  |
| L19 | 62,261 |  |  |  |  |  |  |  |  |
| L20 | 63,805 |  |  |  |  |  |  |  |  |
| L21 \* | 64,736 |  |  |  |  |  |  |  |  |
| L21 | 65,384 |  |  |  |  |  |  |  |  |
| L22 | 67,008 |  |  |  |  |  |  |  |  |
| L23 | 68,667 |  |  |  |  |  |  |  |  |
| L24\* | 69,673 |  |  |  |  |  |  |  |  |
| L24 | 70,370 |  |  |  |  |  |  |  |  |
| L25 | 72,118 |  |  |  |  |  |  |  |  |
| L26 | 73,903 |  |  |  |  |  |  |  |  |
| L27\* | 74,985 |  |  |  |  |  |  |  |  |
| L27 | 75,735 |  |  |  |  |  |  |  |  |
| L28 | 77,613 |  |  |  |  |  |  |  |  |
| L29 | 79,535 |  |  |  |  |  |  |  |  |
| L30 | 81,514 |  |  |  |  |  |  |  |  |
| L31\* | 82,701 |  |  |  |  |  |  |  |  |
| L31 | 83,528 |  |  |  |  |  |  |  |  |
| L32 | 85,604 |  |  |  |  |  |  |  |  |
| L33 | 87,732 |  |  |  |  |  |  |  |  |
| L34 | 89,900 |  |  |  |  |  |  |  |  |
| L35\* | 91,223 |  |  |  |  |  |  |  |  |
| L35 | 92,135 |  |  |  |  |  |  |  |  |
| L36 | 94,416 |  |  |  |  |  |  |  |  |
| L37 | 96,763 |  |  |  |  |  |  |  |  |
| L38 | 99,157 |  |  |  |  |  |  |  |  |
| L39\* | 100,568 |  |  |  |  |  |  |  |  |
| L39 | 101,574 |  |  |  |  |  |  |  |  |
| L40 | 104,106 |  |  |  |  |  |  |  |  |
| L41 | 106,892 |  |  |  |  |  |  |  |  |
| L42 | 109,383 |  |  |  |  |  |  |  |  |
| L43 | 111,007 |  |  |  |  |  |  |  |  |

\*for schools that have adopted the NYCC Model Policy 2019-2020

# Appendix 3

## Proposed Leadership Role Definitions

**Headteacher** – ultimately responsible for one school only. A template Headteacher job description and person specification can be found at Appendix 4.

**Executive Headteacher** – ultimately responsible for more than one school. An executive Headteacher will have overall responsibility for more than one school and will report to one governing body (if in a federation) or individual governing bodies (if in a collaboration). The executive Headteacher will focus on the strategic issues with support for the day-to day-running of schools given by other members of the leadership team. In larger schools this may be a role of an associate Headteacher, who will be line managed by the executive Headteacher. Appendix 5 gives an example Executive Headteacher job description for a secondary school and Appendix 6 for a primary school.

**Associate Headteacher / Head Of School** – responsible for the day to day running of a school with an executive Headteacher. An associate Headteacher may be appointed to take on the responsibility for the leadership, management and day-today running of a school within a federation or collaboration but their specific role will be as determined by the executive Headteacher and governing body(ies). They do not, however, have ultimate responsibility for that school, which remains that of the executive Headteacher.

See Appendix 7 for an example Associate Headteacher job description

**Consultant Headteacher** – a Headteacher seconded to another position to undertake a specific task or role within an agreed timeframe. (May be used to support another school or in a role as identified by the local authority).

**Acting Headteacher** – is responsible for a school on a temporary basis pending an appointment to the substantive Headteacher post or return of the substantive Headteacher. (This appointment can be from within the school or through the secondment of a person from another school.)

**Base Leader** – the senior teacher, or teacher in charge of a school site whilst the Headteacher is off the premises (see example statement of roles and responsibilities to supplement the teaching job description, Appendix 8).

**Co-Headteacher** – a job share headship where two people work part-time as part of a single Headteacher post. This arrangement could be applied across the range of Headteacher role definitions.

**Deputy Headteacher** – fully deputises for a Headteacher in their absence. A deputy Headteacher cannot cover the Headteacher role during the non-contracted days of a part-time Headteacher arrangement.

**Assistant Headteacher** – a senior member of staff with significant leadership responsibilities (but cannot be asked to deputise for a Headteacher). **See Appendix 10.**

# Appendix 4

## Example Job Description: Headteacher

.......................................... School Headteacher Job Description

Date Effective: ...........................................

### Statutory

1. To fulfil all the requirements and duties as set out in the School Teachers’ Pay and Conditions Document relating to the Conditions of Employment of Headteacher.
2. To seek to achieve any performance criteria, objectives or targets agreed with or set by the School’s Governing Body in accordance with the requirements set out in the School Teachers’ Pay and Conditions Document.
3. To promote and safeguard the welfare of all children and young people within the School, by ensuring that the School’s policies and procedures relating to safeguarding children and child protection are fully implemented and followed by all staff; resources are allocated to allow staff to discharge their responsibilities; and that staff, pupils, parents and others feel able to raise concerns and that these are addressed sensitively and effectively.

### Specific (customise this section as appropriate)

The School’s Governing Body wish a particular emphasis to be placed upon the following:

1. To raise standards across the school with particular reference to academic performance so that all pupils achieve to the very best of their ability. To lead in the provision of excellent learning and teaching.
2. To formulate a vision of school improvement and to lead the staff and Governing Body in reviewing and evaluating the effectiveness of the School Development Plan.
3. To report to the School’s Governing Body on progress made against School Development Plan objectives, making recommendations as to future priorities.
4. To further develop partnerships with a variety of stakeholders (including local churches and the diocese) through collaboration (in line with specialist status).
5. To lead the school through rigorous self-evaluation, including quality assurance and performance management at all levels.
6. To develop, inspire and motivate effective teams in order to raise standards across the school.
7. [Outline teaching commitment.]
8. [Additional point for faith schools e.g. to foster a positive, caring and inclusive Christian ethos, whilst promoting an understanding of and respect for other faiths and cultures.]
9. To meet the National Standards of Excellence for Headteachers as published by the DfE (non-statutory guidance).

This Job Description may be amended at any time after consultation with the post holder and will be reviewed annually.

## Template Person Specification: Headteacher

**PERSON SPECIFICATION - Headteacher at**  .............................................................................

The Selection Panel will be looking for evidence that the candidate has demonstrated their ability to fulfil the following criteria:

|  |  |  |
| --- | --- | --- |
| **QUALIFICATIONS AND TRAINING** | **Essential on appointment** | **Desirable on appointment** (if not attained, development may be provided for successful candidate) |
| Qualified Teacher status |  |  |
| Graduate or equivalent |  |  |
| Evidence of continuous professional development |  |  |

|  |  |  |
| --- | --- | --- |
| **EXPERIENCE AND SKILLS** | **Essential on appointment** | **Desirable on appointment** |
| Experience of leadership and management |  |  |
| Experience across the appropriate age range |  |  |
| Thorough knowledge of the National Curriculum |  |  |

|  |  |  |
| --- | --- | --- |
| **PERSONAL CONVICTION** | **Essential on appointment** | **Desirable on appointment** |
| *Definition: Passionate commitment to education, based on either deeply held values or beliefs born out of a desire to serve children and young people, parents and the community.* | | |
|  |  |  |
| **PERFORMANCE FOCUS** | **Essential on appointment** | **Desirable on appointment** |
| *Definition: A relentless approach to setting and achieving challenging goals and expectations to meet the needs of all learners, and securing support from others based on an informed interpretation of current and future needs.* | | |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **COMMUNICATING** | **Essential on appointment** | **Desirable on appointment** |
| *Definition: The drive and ability to produce effective and efficient outcomes by impressing and influencing the ways in which others work and operate.* | |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **INTERPERSONAL SENSITIVITY** | **Essential on appointment** | **Desirable on appointment** |
| *Definition: Ability to demonstrate a clear commitment to diversity and respect for others.* | | |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **MANAGING EFFECTIVENESS** | **Essential on appointment** | **Desirable on appointment** |
| *Definition: A clear desire to work with others both inside and outside the school community to achieve shared goals and help others reach their full potential.* | | |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| **PERSONAL DEVELOPMENT** | **Essential on appointment** | **Desirable on appointment** |
| *Definition: A strong sense of self-awareness and continual improvement in order to increase personal and organisational effectiveness and outcomes.* | | |
|  |  |  |

# Appendix 5

## Example: Job Description: Executive Headteacher (Secondary School)

**PAY RANGE:**

### RESPONSIBLE TO: Governing Body

1. **To meet the needs and aspirations of all learners through your contribution to the learning environment. Your area of work is:**  To be responsible for the leadership, internal organisation, management and control of the collaboration/federation.
2. **To be committed to self-evaluation, and personal/professional development, and to take responsibility for a level of leadership appropriate to your post and area of work, and reflection on what you do.**

### Managing Policy

* Reviewing, devising and presenting aims, objectives and policy by:
  + Leading the process of collaboration/federation development planning.
  + Promoting collaboration/federation aims, objectives and policies.
  + Regularly monitoring activities with regard to the collaboration/federation’s statement of aims.
  + Reviewing the impact of collaboration/federation aims, objectives and policies.
  + Ensuring compliance with statutory requirements.
* Developing supportive relationships with students, staff, parents, governors and the wider community by:
  + Developing collaboration/federation aims, objectives and policies with the governors, the rest of the senior leadership team and all other college staff, and taking into account the views of other relevant groups. - Setting, communicating and demonstrating high standards.

### Managing Learning

* Ensuring that processes are in place for supporting students’ learning in the collaboration/federation:
  + Identifying the learning needs of students in the collaboration/federation.
  + Ensuring compliance with statutory curriculum and assessment requirements. - Developing and maintaining a system of pastoral care.
* Ensuring that the learning process and outcomes are monitored and evaluated by:
  + Developing systems for monitoring classroom processes.
  + Developing systems for evaluating learning outcomes. - Setting targets for improvements.

### Managing People

* Recruiting and selecting staff by:
  + Defining staffing structures and personnel requirements.
  + Determining job specifications.
  + Assessing and selecting staff against collaboration/federation requirements.
* Developing staff and personal effectiveness by:
  + Ensuring all teams and individuals have defined roles and agreed targets.
  + Giving feedback on performance through Performance Management Programme and otherwise.
  + Ensuring a range of activities exist to meet the development needs of the staff. - Developing oneself within the role of Executive Principal.
* Maintaining and enhancing effective working relationships by:
  + Identifying and minimising interpersonal conflicts.
  + Having an effective communication system.
  + Identifying obstacles, constraints and opportunities and managing change sensitively.
  + Establishing and maintaining constructive relationships with other head teachers, governors and the local authority.

### Managing Resources

* Securing effective allocation of resources by:
  + Identifying resource needs.
  + Agreeing priorities and negotiating and agreeing budgets.
  + Ensuring that the accommodation allows the curriculum to be taught effectively and safely.
* Monitoring and controlling the use of resources by: - Controlling costs.
  + Monitoring and controlling activities against the budget.

### Specific Responsibilities

* Completion of the school/college’s self-evaluation form and responsibility for external accountability.
* Liaison with the LA, NCSL, Ofsted, local Headteachers and the local community.
* Producing termly a report to the Governing Body on development and performance.

**3. To use best practice in the tasks you do.**

* Participate in arrangements for Performance Management and take responsibility for own professional development.
* Prioritise and manage own time effectively.
* Work under pressure and to deadlines
* Sustain own motivation and that of other staff.
* Keep up-to-date with educational developments.

[For specific tasks see Performance Management review for postholder]

**DATE**

# Appendix 6

## Example: Job Description: Executive Headteacher (Primary School Collaboration/Federation)

**Headteacher pay range - Date Effective:**

## Job Description

### Statutory

1. To fulfil all the requirements and duties as set out in the School Teachers’ Pay and Conditions Document relating to the Conditions of Employment of Headteacher.
2. To meet the National Standards for Headteachers as published by the DfE.
3. To achieve any performance criteria, objectives or targets agreed with or set by the Schools’ Governing Body(ies) in accordance with the requirements set out in the School Teachers’ Pay and Conditions Document.

4 To promote and safeguard the welfare of all children and young people within the School collaboration/federation, by ensuring that the Schools’ policies and procedures relating to safeguarding children and child protection are fully implemented and followed by all staff; resources are allocated to allow staff to discharge their responsibilities; and that staff, pupils, parents and others feel able to raise concerns and that these are addressed sensitively and effectively.

**Responsible for:**

* Providing the vision, leadership and direction to ensure all schools’ aims and targets are met.
* Working with others, evaluating the schools’ performances to identify priorities for continuous improvement, including raising standards: ensuring opportunity for all: developing policies and practices: ensuring that resources are effectively managed to ensure good value for money in achieving aims and objectives.
* Day to day management, organisation and administration of the schools.
* Using opportunities created by the collaboration/federation to further develop effective partnerships to raise standards.
* Drawing on the strengths of all the school communities to develop a broad, balanced, rich and exciting curriculum with high quality teaching and learning at its heart.
* Leading the schools successfully through Ofsted and SIAS inspections.

**Job Purpose:**

* To provide leadership and management for the schools to the highest possible professional standards.
* To promote high quality education by effectively leading teaching and learning and managing available resources to ensure every child realises their potential.
* To maintain and further develop a learning centred culture that promotes excellence, equality and high expectations of all pupils.

**Specific:**

* To lead staff in the process of self-evaluation to inform the Schools’ Development Plans, to continuously review and evaluate progress, against robust success criteria, in order to identify areas for further development within the schools’ improvement cycle.
* To report to the schools’ Governing Body(ies) on progress made against Development Plan success criteria and have clear plans to ensure continuous improvement.
* To ensure that the collaboration Joint Development Committee is shared equitably between all of the schools and that all members of the schools’ communities benefit from the collaboration agreement. (***Amend for a federation***)
* To work collaboratively with other schools in such a way that promotes transparency, trust, support, challenge and professional generosity
* To ensure a structure of effective communication between all members of the school community including staff, pupils, parents, governors and the wider school communities.
* To lead the schools through rigorous self-evaluation, including quality assurance and performance management at all levels.
* To recognise and celebrate the distinctive nature of the schools by continuing the wide range of visits / visitors and ensuring that traditions are kept.
* To continue the distinctive individual ethos of each school maintaining links with the local community, Parish Church and the diocese.
* To value contributions from all stakeholders, including the pupil voice, in rigorously monitoring and evaluating standards of teaching and learning, pupil progress and behaviour.
* To manage NQT induction arrangements and all aspects of administration, maintenance, catering and cleaning.

This job description may be amended at any time after consultation with the postholder and will be reviewed annually.

**DATE**

# Appendix 7

## Example: Job Description: Associate Headteacher (Secondary)

**Pay Range:**

### Responsible to: Executive Headteacher

1. **To meet the needs and aspirations of all learners through your contribution to the learning environment. Your area of work is:** 
   * To sustain and improve the quality of education available to students in the school/college and collaboration/federation.
   * To work within the Leadership Team in promoting educational opportunities, equality of opportunity and an appropriate educational environment.
   * To contribute to the collaborative management ethos of the school/college and collaboration/federation and encourage a team approach.
   * To be involved in planning the development of the school/ college and collaboration/federation and implementing the school/ college and collaboration/federation Improvement Plans.
2. **To be committed to self-evaluation and personal/professional development, and to take responsibility for a level of leadership appropriate to your post and area of work, and reflection on what you do.**

### Line Management

* Associate Headteachers are directly responsible to the Executive Headteacher.
* Associate Headteachers are responsible for day-to-day management as directed by the Executive Headteacher.

### Curriculum

* To teach as directed by the Executive Headteacher.
* To encourage and promote the social, moral, spiritual and cultural dimension in the school/college and collaboration/federation.
* To be responsible for ensuring that effective records are maintained on students.
* To encourage and monitor good attendance and punctuality, and implement appropriate procedures.
* To promote and monitor good standards of behaviour and discipline in accordance with the code of conduct, and encourage staff to maintain those standards. To be a key participant in the referral system.
* To promote effective and improving performance in the post holder’s specific setting.
* To oversee the quality of reports and other communications with parents involving themselves and members of staff.
* To implement school/college and collaboration/federation policies.
* To display leadership, setting a suitable professional example.
* To plan with the Leadership Team for the development of the school/college and collaboration/federation, producing a College Improvement Plan.
* To ensure compliance with all statutory requirements within their setting.
* To arrange, in consultation with colleagues, the deployment of staff members between classes/groups of students.
* To monitor the quality of the performance of colleagues in line with school/college and collaboration/federation procedures.
* To ensure those Health and Safety issues are understood and procedures correctly followed, as appropriate.

### Staff

* To take part in the appointment of staff.
* To promote CPD opportunities.
* To take part in the school/college and collaboration/ federation’s Performance Management Programme.
* To induct NQTs and other new staff as required.

### Communication

* To attend Leadership Team meetings.
* To conduct meetings, producing agenda and minutes and ensuring these are available to the LT and in the staff rooms.
* To ensure the discussion and dissemination of relevant information.
* To promote and encourage effective communication between home and school/college.
* To attend Parents Evenings.
* To liaise with relevant outside agencies.
* To help provide effective counselling for students who require it.
* To promote positive links with the community.

### Finance

* To manage the allocated funds effectively and efficiently.
* To monitor expenditure and report to governors as required.
* To ensure the provision and maintenance of resources.

### Specific Responsibilities

* To deputise for the Executive Headteacher as required.
* To support school/college and whole collaboration/federation events where possible.
* To ensure that staff carry out their duties as defined in the staff handbook.
* To maintain and enhance the positive ethos of the school/ college and the collaboration/federation.
* To market the school/college and to lead school/college and collaboration/federation recruitment initiatives.
* To be responsible for generating income to supplement school/ college and collaboration/federation funds.
* To monitoring capital funding.
* To liaise with the LA, Area Learning Partnership, Further Education Institutes and the wider community.
* To serve on the Governing Body’s Committees as required.

**3. To use best practice in the tasks you do.**

* Use self-evaluation to enhance students’ opportunities for academic progress and personal development.
* Be responsible for personal development linked to faculty/college objectives and priorities.
* Seek out the most efficient/effective practice and be an active participant in a process of subject/team development.

[For specific tasks see Performance Management review for postholder]

**DATE**

# Appendix 8

## Example: Job Description: Head Of School (Primary)

**Pay Range:**

### Responsible to: Executive Headteacher

A Head of School is more senior than a deputy but less senior than a headteacher. They are, in effect, the Headteacher in the Head's absence or serve as the Headteacher of a school being overseen by an Executive Headteacher. They report directly to the Executive Headteacher, seeking to achieve the highest standards of staff performance, student achievement and improving the quality of teaching and learning and ensuring the effective daily operation of the school. They will take overall responsibility for the school in the absence of the Executive Headteacher.

**Responsible for:**

* To be an active and supportive lead member of the school’s senior leadership team and to support the Executive Headteacher in setting the strategic vision for the federation.
* To contribute to the development of workable operational plans and lead on their implementation.
* To take a lead in monitoring and evaluating the quality of teaching and student achievement in the schools.
* Manage the school effectively, undertaking the day to day management, organisation and administration of the schools.
* Assist the Executive Headteacher in ensuring the highest possible standards of education through the promotion of effective teaching and learning, a balanced curriculum, the provision of excellent pastoral care and support for students and a rich extra-curricular programme which reflects the Federation’s development priorities and foundational ‘ethos’.
* To play a key role in promoting the aims, value and ethos of the individual schools and facilitate effective communications with all stakeholders.
* Undertake the professional duties of the Executive Headteacher and to deputise for all aspects of the role in his absence.

**Specific**

* To be proactive with key developments pertinent to the leadership and management of the school and statutory requirements, keeping the Executive Headteacher fully informed.
* To develop effective networks and partnerships promoting educational improvements and success.
* To develop outstanding relationships with parents and carers.
* To lead and co-ordinate other senior and middle leaders so that they deliver the development of the school’s curriculum, teaching strategies, schemes of work and in monitoring and evaluation to reflect the school’s programme of continuous improvement.
* To play a lead role in developing and implementing the school’s teaching and learning priorities through effective assessment procedures, the development of personalised learning and ensuring curriculum enrichment opportunities are maximized. Follow national guidelines and line manage senior and middle leaders to ensure consistently high standards of teaching overall.
* To advise and work with the Executive Headteacher and the governing body on the formulation of its policies and their implementation to meet the aims and development priorities of the schools.
* To assist the Executive Headteacher with the recruitment and development of excellent staff and in ensuring high standards of discipline and morale throughout the Federation.
* To ensure the shared development and operation of effective assessment, recording and reporting systems, using the full potential of technology and data systems to set targets, monitor students’ progress and raise attainment across all schools.
* To ensure the effective operation of systems for quality assurance and appraisal and CPD, ensuring that staff are led, trained and managed to achieve challenging goals.
* To construct, implement and maintain the school timetable.
* To act as the Deputy Designated Safeguarding Lead in the absence of the Executive Headteacher ensuring a robust culture of vigilance across all the schools.
* To undertake any reasonable duty at the request and discretion of the Executive Headteacher.
* To comply with the Federation’s policies and procedures at all times. These include, but are not limited to child protection, equal opportunities, data protection and health and safety.
* In order to do their job efficiently, the Head of School will be trained and coached in the relevant procedures and policies where necessary. They will be expected to familiarise themselves with the school and policies and to seek advice and guidance if required.

This job description may be amended at any time after consultation with the postholder and will be reviewed annually

Appendix 9:

## Example: Roles and Responsibilities – Base Leader (Primary)

(to accompany the teaching job description)

### The Roles and Responsibilities of the Base Leader

The role of the ‘Base Leader’ exists in all of the schools in our collaboration and has two key purposes:

1. To be part of strategic leadership team
2. To manage the running of the school in the absence of Executive Headteacher

### 1. Leadership

The ‘Base Leader’ is responsible for maintaining and exemplifying the high standards and expectations of behaviour of both pupils and staff at all times.

Along with the Executive Headteacher, base-leaders make up our leadership team which is responsible for the strategic development of our schools. This team meets every fortnight on Tuesdays.

### 2. Management

Management of the school comes into particular effect whenever the Executive Headteacher is not on the school premises. Please remember that, at all times, the Executive Headteacher has ultimate responsibility for major and strategic decisions and any named person must not take unrealistic responsibility for making critical decisions.

At our Schools both the Executive Headteacher and any senior teachers could both be off the premises at the same time, at which point the responsibility of ‘Base Leader’ would be delegated to another teacher, where appropriate, at the discretion of the Executive Headteacher. This happens in all schools.

The role of the ‘Base Leader’ involves responding to day-to-day issues that require immediate action. This does not include any issues that can be dealt with later by the Executive Headteacher, nor does it exclude seeking remote advice from the Executive Headteacher or other appropriate responsible professionals.

### Fire Safety

In the event of fire, the Base Leader is the point of contact for the fire service and also should oversee assembly and counting of children in the event of evacuation.

### Health and Safety

The Base Leader has responsibility for day-to-day health and safety management and for reporting any incidents or matters of concern.

### Child Protection

The Base Leader is the first point of contact by other members of staff for urgently-presenting child protection issues which should then be either:

* Dealt with by the Base Leader where trained as a designated person, or
* Reported immediately to the Executive Headteacher

Appropriate training (e.g. ‘designated person’) will be provided as part of a programme of continued professional development.

Without exception, all instances of a child protection nature should be reported as soon as possible to the Executive Headteacher.

Any action taken must be consistent with the specific School’s Safeguarding and Child Protection Policy and Procedures.

In the event of a child protection issue (see policy), where the Executive Headteacher or any schoolbased designated person is unavailable, the Base Leader should contact [Contact].

### First Aid

All staff in school are trained in the use of first aid. Identified persons are named on first-aid signs around school. Cases should be referred to the Base Leader if a second opinion is required regarding the actions required to deal with a first-aid situation. The Base Leader will make a decision as to whether parents need to be contacted or if further treatment (ambulance or hospital visit) is necessary. If a child is taken off the premises, TWO members of staff must accompany him / her.

### Decisions Around School Closure

In the event of exceptionally severe weather during the school day or other unforeseen circumstances, all reasonable attempts will be made to contact the Executive Headteacher for a decision regarding closure. In the event of the Executive Headteacher being unavailable or uncontactable, the Base Leader can make the decision to close the school. All other procedures should be followed. Contact details for NYCC regarding permission for unavoidable school closure can be found in the school office.

Office hours emergency:

01609 532218 / 532234

Out-of-hours emergency: 01609 777398

### Parents’ Concerns

The Base Leader will respond to parental concerns or queries that require an immediate response but will refer all other cases to the Executive Headteacher (all cases that have been dealt with should also be reported to the Executive Headteacher in daily briefing). The Base Leader can make an appointment for a parent to meet with the Executive Headteacher where appropriate.

### The Beginning of the Day

The Base Leader must be on site at the beginning of the day before the arrival of all the children. In the event of the Base Leader being absent, (s)he should nominate another teacher to fulfil this role.

### The End of the Day

The Base Leader must remain on site at the end of the day until all children have left the premises. In the event of the Base Leader being absent, (s)he should nominate another teacher to fulfil this role.

### Cover Arrangements

If a member of staff is absent and the Executive Headteacher has not been contacted or is uncontactable, the Base Leader will decide whether a supply teacher needs to be contacted or if cover can be provided in-house. A list of supply teachers and contact details are available in the office, along with the number for Principal Teachers.

**Lunchtimes**

The Base Leader should remain on-site during playtimes and lunchtimes.

### Briefing and Communications

* The Base Leader will be responsible for de-briefing the Executive Headteacher on a daily basis, either by phone or by e-mail.
* The Base Leader will be responsible for running weekly briefing meetings on Monday mornings (when the EHT is not on site).

### Emergency Procedures

Please follow the school’s emergency evacuation plan if necessary. If you are in any doubt about any situation, please contact the school’s Chair of Governors or seek advice from another named Headteacher:

[Names and telephone numbers of alternative sources of support]

### Contingency Planning

In the event of the Base Leader being unable to meet the above requirements, (s)he must nominate another member of staff to carry out this role, at the discretion of the Executive Headteacher.

# Appendix 10

## Example: Job Description: Assistant Headteacher (Collaboration/ Federation)

**Reports to: Headteacher Pay Range:**

### Main purpose of the job

* Carry out the duties of this post in line with the remit outlined in the current School Teachers’ Pay and Conditions Document including the conditions of employment for assistant Headteachers and the school’s own policy
* Under the overall direction of the Executive Headteacher play a major role:
  + in formulating the aims, objectives of the collaboration/federation and establishing the policies through which they are to be achieved
  + be responsible for the standards and curriculum of all pupils including monitoring of progress towards achievement
  + proactively manage staff and resources
* Carry out the professional duties of a teacher as required
* Take responsibility for child protection issues as appropriate
* Take responsibility for promoting and safeguarding the welfare of children and young people within the collaboration/federation **Duties and responsibilities:**

### Shaping the future

* Support the executive Headteacher and governors in establishing an ambitious vision and ethos for the future of the collaboration/federation
* Play a major role in the school improvement and school selfevaluation planning process, through agreed priorities.
* Contribute to the development, implementation and monitoring of action plans and other policy developments where appropriate
* Lead by example to motivate and work with others
* In partnership with the executive Headteacher, lead by example when implementing and managing change initiatives
* Promote a culture of inclusion within the school community where all views are valued and taken into account

### Leading teaching and learning

* Be an excellent role model, exemplifying a high standard of teaching and promoting high expectations for all members of the school community
* Work with the Headteacher and Deputy Headteacher to raise standards through staff performance management
* Assist with the development and delivery of training and support for staff in the areas of teaching and learning
* Lead the development and delivery of training and support for staff
* Lead the development and review of agreed aspects of the curriculum including planning, recording, reporting, assessment for learning and the development of a creative and appropriate curriculum for all pupils
* Assist the senior leadership team in managing the schools within the collaboration/ federation through strategic planning and the formulation of policy and delivery of the strategy, ensuring management decisions are implemented
* Support the senior leadership team with the processes involved in monitoring and evaluating the quality of teaching and learning taking place throughout the schools within the collaboration/federation, including lesson observations, to ensure a consistently high quality
* Ensure the systematic teaching of basic skills and the recording of impact, is consistently high across the collaboration/federation
* Ensure robust evaluation of school performance, progress data and actions to secure improvements comparable to appropriate national standards across the collaboration/federation
* Ensure through leading by example the active involvement of pupils and staff in their own learning

### Developing self and others

* Support the development of collaborative approaches to learning within the collaboration/federation and beyond
* Support the induction of staff new to the collaboration/federation and those being trained within the schools as appropriate
* Act as an induction co-ordinator for NQTs, have responsibility for students on teaching practice and those undertaking work experience, as appropriate
* Participate in the selection and appointment of teaching and support staff as appropriate
* Be an excellent role model for both staff and pupils in terms of being reflective and demonstrating a desire to improve and learn
* Take responsibility and accountability for identified areas of leadership, including statistical analysis of pupil groups, progress data and target setting
* Work with the senior leadership team in ensuring an appropriate programme of professional development for staff, in line with the school development plan and performance management including coaching and mentoring as appropriate
* Lead the annual appraisal process for all identified support and teaching staff

### Managing the organisation

* Contribute to regular reviews of the school’s systems to ensure statutory requirements are being met
* Ensure the effective dissemination of information and the maintenance of agreed systems for internal communication
* As appropriate and under the leadership of the Headteacher, undertake activities related to professional, personnel/HR issues
* Manage HR and other leadership processes as appropriate

e.g. sickness absence, disciplinary, capability

* Ensure a consistent approach to standards of behaviour, attendance and punctuality are implemented across the schools within the collaboration/federation
* Be a proactive and effective member of the senior leadership team
* Contribute to the day-to-day effective organisation and running of the schools within the collaboration/federation
* To undertake any professional duties, reasonably delegated by the Headteacher

### Securing accountability

* Support the staff and governing body in fulfilling their responsibilities with regard to the school’s performance
* Contribute to the reporting of the school’s performance to the school’s community and partners within the collaboration/federation
* Promote and protect the health and safety welfare of pupils and staff
* Take responsibility for promoting and safeguarding the welfare of children and young people within the school collaboration/federation

### Strengthening community

* Assist the senior leadership team in developing the policies and practice, which promote inclusion, equality and the extended services that the schools offer
* Develop and maintain contact with all specialist support services as appropriate
* Organise and conduct meetings where appropriate with parents and carers to ensure positive outcomes for all parties
* Attend meetings with parents and carers as appropriate to ensure positive outcomes for all parties
* Strengthen partnership and community working
* Promote positive relationships and work with colleagues in other schools and external agencies This job description is not your contract of employment, or any part of it. It has been prepared only for the purpose of school organisation and may change either as your contract changes or as the organisation of the school(s) is changed. Nothing will be changed without consultation. This document must not be altered once it has been signed but it will be reviewed annually as part of the performance management process or as appropriate. Signature of post holder

.........................................................................

Date ................................................................

Signature of Headteacher

......................................................................... Date ................................................................

# Appendix 11

## With a View to Federation: Human Resource Arrangements Example: Frequently Asked Questions: Executive Headteacher

1. **Who will my contract of employment be with?**

You will usually be contracted to the federation, ie. all schools will be named in the Statement of Particulars.

1. **Will my contract detail the arrangements for me if the federation should end?**

The Statement of Particulars should refer to the arrangements for the Executive Headteacher should the federation be terminated at some point in the future ie. return to previous substantive post.

1. **What are the arrangements for the cost of salary to be charged to each of the schools in the federation?**

Although there will be a single Statement of Particulars, arrangements will be made, usually via finance, to charge each school the proportion that has been agreed, usually an equal distribution.

1. **What will be the pay range for the Executive Headteacher (Headteacher Pay Range (HPR))?**

The Headteacher Pay Range should reflect the combination of the number of children in all the schools.

Where the school is already in Group 7 or 8, the relevant body may determine that an additional payment be made to a head teacher in relation to recruitment and retention for a time limited period.

In line with the School Teachers Pay and Conditions Documents 2019, the total sum of payments made to the head teacher in any school year must not exceed 25% of the maximum value of the Headteacher group, other than in exceptional circumstances.

[For temporary arrangements the total sum of temporary payments must not exceed 25% of the annual salary which is otherwise payable to the Headteacher, or exceed 25% above the maximum of the Headteacher group.]

**5. Will I be paid travel expenses to travel between the schools?**  Travel expenses can be agreed if appropriate, by Governors, naming one school as base school.

# Appendix 12

## With a View to Federation: Human Resource Arrangements Example: Frequently Asked Questions: Teaching and Support Staff

1. **Who will my contract of employment be with?**

School staff would continue to be employed by North Yorkshire County Council and would be under the leadership of the Executive Headteacher.

1. **Can staff be asked to work across all schools in the federation?**

There could be opportunities for staff to work in more than one school by agreement. It may not be necessary to alter contracts of employment in the short term if staff are in agreement, but a variation letter is likely to be issued.

If staff are required to work across all schools and do not wish to, appropriate consultation will take place prior to any potential change to their contracts of employment.

Governors should consider if new appointments should be to the federation rather than individual schools and then individual employees deployed across the schools as appropriate.

1. **Will staff be eligible for any travel payments if they work at more than one school?**  Travel expenses can be agreed by Governors if appropriate, naming one school as base school if staff are required to travel between schools.
2. **If my contract changes in the future and I am employed to work across the federation, what will happen should the federation end?**

The Statement of Particulars should refer to the arrangements for any employee should the federation be terminated at some point in the future.

If you are currently employed by one school and start to work at an additional school within the federation, you would revert to your substantive post at your current school.

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| **Contact us**  **North Yorkshire County Council, County Hall, Northallerton, North Yorkshire, DL7 8AD**  Our Customer Service Centre is open Monday to Friday 8.00am - 5.30pm  (closed weekends and bank holidays). Tel: **01609 780 780** email: **customer.services@northyorks.gov.uk** web: **www.northyorks.gov.uk**  If you would like this information in another language or format please ask us. Tel: **01609 780 780** email: **customer.services@northyorks.gov.uk** |

1. School Teachers ‘ Pay & Conditions 2019 – Provision of Service to Other Schools Operating Principles & Requirements [↑](#footnote-ref-1)
2. School Teachers Pay & Conditions 2019, Paragraph 10.2 and NYCC Model Pay Policy 2019/20 [↑](#footnote-ref-2)
3. Keeping Children Safe in Education, Department of Education, September 2019 [↑](#footnote-ref-3)
4. Staffing and Employment Advice for Schools, October 2018 [↑](#footnote-ref-4)
5. Teachers’ Pension Website [↑](#footnote-ref-5)
6. School Teachers’ Pay and Conditions –Paragraph 26.1 [↑](#footnote-ref-6)