

**ARCHDIOCESE OF BIRMINGHAM
DIOCESAN EDUCATION SERVICE**

ADVICE TO GOVERNING BODIES

HEADTEACHERS EMPLOYED AS EXECUTIVE HEADTEACHERS

An individual teacher may be appointed by two (or more) separate governing bodies as the substantive headteacher of each of the two (or more) schools.

The schools may be in a collaboration, i.e. where the governing bodies have formed a joint strategic committee without delegated powers. Or, the schools may be have agreed to collaborative governance, i.e. where the governing bodies have formed a joint strategic committee with certain delegated powers.

Whether the schools are working in collaboration or have agreed collaborative governance, the headteacher may be issued with two (or more) separate contracts as full-time headteacher for each of the schools. The contracts would need to be amended by a memorandum of understanding to clarify how the leadership and management arrangements would work in practice.

For example:

MODEL MEMORANDUM OF UNDERSTANDING re: CONTRACTUAL MATTERS

Contractual Status

The headteacher is employed as the substantive headteacher of each of the separate schools and has separate CES contracts issued by each of the governing bodies as the full-time, permanent headteacher for each of the schools.

Deployment and Accountability

The headteacher has operational responsibility for deploying himself / herself to carry out the full range of duties of as headteacher in each of the schools. The headteacher will fulfil the role and carry out his or her duties in accordance with the general terms and conditions of employment laid out in the CES contract.

The internal organisation and day-to-day management of the schools is the responsibility of the headteacher and not the governing bodies.

The governing bodies separately will hold the headteacher to account for the standards attained and pupil achievement in each of the individual schools.

Payment of Salary

The salary of the headteacher will be determined in accordance with advice in the STPCD and each of the schools will pay their proportion of the total salary pro rata based on the number of pupils on roll at the point of issuing the contract.

Changes to the Contractual Arrangements

Periods of notice and termination of contract would apply as per the CES contract for a headteacher.

If the collaboration or collaborative governance were to cease the headteacher would revert to being contracted by the governing body of the first school of which he or she was headteacher, and that school would revert to being responsible for the full payment of salary with appropriate adjustments made in line with the STPCD salary scales.

If the headteacher were to resign as headteacher in each of the schools at the same time, the governing bodies firstly would need to determine whether or not to recruit individual headteachers for each of the schools or to continue with the collaboration or collaborative governance and recruit an executive headteacher to lead and manage each of the participating schools.

In the event of the headteacher's contract of employment being terminated by the governing body of one of the schools, the other governing body or bodies would continue to employ him or her as headteacher of the school or schools and would have the obligation to pay the total adjusted salary for the services of the headteacher in a full-time, permanent capacity

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