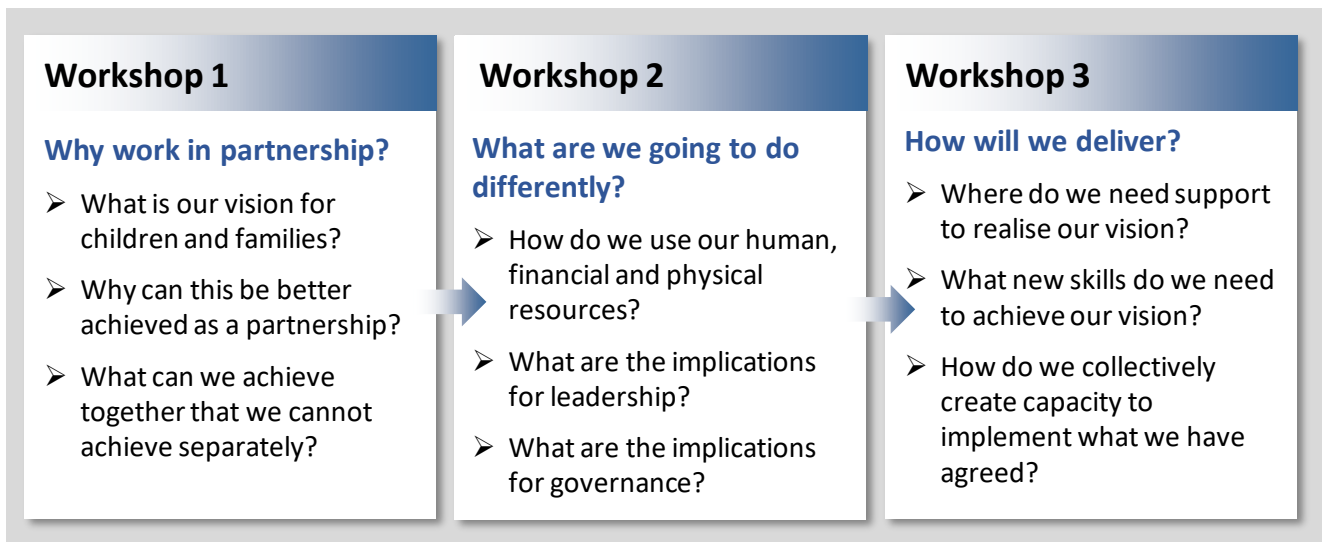


## About this toolkit

The purpose of this toolkit is to support school leaders and governors in Camden who are considering working in a 'structural partnership' with other schools. It is likely to be most helpful for a small group of schools that have identified a potential partnership opportunity but want to carry out further planning together to put this into action. However, it could also be used by a group of senior managers and governors within a single school exploring the possibilities of partnership working as a concept.

The term 'structural partnership' describes a partnership between schools which has a formal basis (for example a written memorandum of understanding between the schools involved) and goes beyond the sharing of practice or ideas to facilitate the sharing of staff, money or other resources such as buildings. Structural partnerships are established with a view to the schools involved working together over the medium to long term and may have features such as shared leadership or joint governance.

The toolkit is structured around the concept of three planning workshops that a group of schools, or leaders and governors within a single school, might hold to develop their vision for structural partnership working, to decide their priorities for action and to create a workable plan to deliver those priorities. This is just one way to approach the task of defining the ambitions and priorities of a partnership and is designed to provide some helpful prompts rather than a prescription. The final section pulls together additional resources and templates that schools may find helpful in implementing their ideas.



The toolkit has been divided into four sections. The first three sections each correspond to a planning workshop that schools may wish to convene in order to agree the purpose of their structural partnership and the priorities for action. Each of these sections captures a range of resources including suggested meetings agendas and facilitation guides and tools for collecting relevant information. Headteachers may wish to facilitate these sessions themselves or engage an external facilitator. The final section brigades a range of resources that schools might find helpful for implementing their plans.

The toolkit is most useful if you work through the first three stages in order. However, once you are familiar with the toolkit as a whole you can easily navigate between sections by clicking the box that you are interested in. **Clicking the Camden logo will send you back to this main menu.**

Developing your vision

Stage 1

Agreeing what you will do differently

Stage 2

Agreeing how you will deliver

Stage 3

Supporting tools and examples

Resources

## Developing your vision

You can click on one of the boxes below to navigate directly to that page. **Clicking on the Camden logo will bring you back to this menu.**

### In this section

[Gathering core information before you start](#)

[Suggested agenda for the first workshop](#)

[Activity 1 – what is the vision for the partnership?](#)

[Activity 2 – what are your shared values and principles?](#)

[Activity 3 – what will be different in 1, 3 and 5 years' time?](#)

## Developing your vision

### Gathering core information before you start

If you are running these workshops as a group of schools, there is a benefit to establishing a common baseline of contextual information before you start. This will enable you to view the totality of pupils that your schools jointly serve, as well as potential challenges and opportunities that your schools are likely to face together in terms of finance, staffing and pupil numbers. If you are running these workshops as a single school, there is still a value in making sure that all the workshop participants have a shared understanding of your core information.

#### Who are our pupils now and what are their needs?

Gathering current information on how many children you have in each year group, how many of them are eligible for free school meals, how many have special educational needs, and the degree of in-year movement all help to build up a picture of your current pupil population and similarities and differences between the schools in your partnership. A template spreadsheet to complete can be found [here](#).

#### What is likely to happen to the pupil population in this area over the next five years?

Building up a picture of how your pupil population may change in a particular area over the next five years helps to provide a basis for planning as a partnership and may help highlight schools that could be at risk of falling pupil numbers. The borough's pupil place planning report includes detailed projections for each planning area and can be accessed [here](#).

#### What is our staffing profile, collectively and individually?

Understanding the staffing profile of your partnership is a critical first step in developing ideas for how your staff could be deployed differently within a structural partnership. You may wish to collect information on current staffing numbers, in which case you can use the template [here](#). Alternatively staffing information is published as part of the DfE financial benchmarking tool, which can be accessed [here](#).

#### What is our financial position as a school, and as a group of schools?

Finally, it is helpful to establish a clear picture of how sustainable your schools are financially. The information you collect on pupil numbers, pupil forecasts and staffing will help with this assessment. However, you may find it helpful to share three-year budgets and compare your most recent financial year outturns. Again, these can be found most easily on the DfE financial benchmarking tool [here](#).

## Developing your vision

### Suggested agenda for the first workshop

The purpose of the first workshop is to enable you to develop a shared vision for why you want to work in a structural partnership. The experience of other schools that have embarked on this journey suggests that the vision will be more compelling, and achieve greater buy-in, if it is focused on what you want to achieve for your children, young people and families, rather than on an imperative to save money or create efficiencies. The agenda below suggests several discussion topics and activities that will help you define the vision. More detail on the activities is set out on the subsequent pages of this toolkit.

	Discussion	Time
1.	Understanding the context – examination and discussion of the data and information you have assembled	30 mins
2.	Activity 1 - What is the vision for the partnership – why do you want to work together?	45 mins
3.	Activity 2 - What are the values and principles that you share?	15 mins
4.	Activity 3 - If we do this right, what will be different in five years' time?	20 mins
5.	Agreeing focus for next workshop	10 mins

## Developing your vision

### Activity 1 – what is the vision for your partnership

Ask the participants in your workshop to write three answers to each of the two questions below on a card or on a post-it note.

The purpose of developing a structural partnership is...

We will be more successful if we work together because...

Encourage participants to be as specific as possible in their answers. Participants might want to think about the following questions in formulating their answers:

- What are the challenges facing my school that I think we would be more able to meet if we worked more closely with other schools?
- What are the opportunities that we could capitalise on more readily if we worked with other schools?
- What does my school have that I could offer or share with other schools?
- What could my school learn from working with others?

Once you have everyone's answers stick the cards / post-its up on the wall and try and group the answers in themes. Draw out the similarities and differences between the different responses. See if you can come to a consensus on why you want to work together.

Spend some time after the meeting trying to distil what you discussed into a few short bullet points that capture your vision / rationale for partnership working. This could be a useful summary for helping you both to refine your commitment to why you want to work together and a way to help you explain this purpose of the partnership to other staff and governors in future.

## Developing your vision

### Activity 2 – what are your shared values

Ask the participants in your workshop to write three answers to the question on the card below. Encourage participants to be thoughtful about what really defines and sets their school apart in terms of their values.

*What values are most important to you as a school?*

Again, once you have everyone's answers stick the cards / post-its up on the wall and try and group the answers in themes. Draw out the similarities and differences between the different responses. Aim to pull out a clear articulation of the shared values that matter to you collectively and would underpin your partnership. Some of the following themes may help you to construct this:

- Do you have a shared understanding of what you value in terms of curriculum or the overall learning experience of children in your schools?
- What are your values in relation to inclusion?
- How do you express your relationship with families and community?
- What values drive how you support your staff?
- Do you have a clear view of the behaviours you want to model in how you work together as a partnership?

## Developing your vision

### Activity 3 – If we get this right what will be different in 1, 3 and 5 years?

A powerful way to clarify why you want to work in a partnership is to describe what you want to be different as a result of working together. Set yourself a challenge of thinking what could be different in 1 year, 3 years and 5 years. Try brainstorming answers in the grid below. You may conclude that you only want to work together on some dimensions and that in other areas you don't anticipate making changes as part of a partnership. That is fine. The purpose of this exercise is to help you start to prioritise and be specific about your goals. Often schools want to work in partnership because they believe that it will improve the quality of what they do – they will be more **effective** – or because they believe that they can deliver similar quality at lower cost – they will be more **efficient** – or some combination of the two. It can be helpful to separate out these two dimensions when thinking about what you want to be different in the future.

As a result of working together	We will be more effective because	We will be more efficient because
What pupils experience in our schools	In 1 year... In 3 years... In 5 years...	In 1 year... In 3 years... In 5 years...
How we use our staff	?	?
How we use our buildings	?	?
How we lead our schools	?	?
How we govern our schools	?	?



## Agreeing what you will do differently

You can click on one of the boxes below to navigate directly to that page. **Clicking on the Camden logo will bring you back to this menu.**

### In this section

[Gathering information before you start](#)

[Suggested agenda for second workshop](#)

[Making best use of staff in the classroom](#)

[Making best use of back-office staff](#)

[Consideration of sharing physical assets](#)

[Consideration of leadership and governance](#)

## Agreeing what you will do differently

### Gathering information before you start

Before you get into a detailed discussion about how you might use your staff and resources differently, you will find it helpful to collect some more detailed information about where there are opportunities for sharing either skills or capacity. There are model templates that can be accessed [here](#), which will help you to collect relevant information about back-office staff, classroom-based support staff and teachers. You may find it helpful to pull together a short document for the workshop that summarises the information that you have gathered and answers the following questions for each staff group.

#### **Where are there opportunities to share skills?**

These may be opportunities where a highly experienced member of staff in one school could be asked to mentor or support a member of staff in another school who is either new to the role or specific development needs. Alternatively, it could be two or more members of staff working together across schools to develop a new policy or area of curriculum planning.

#### **Where are there opportunities to share capacity?**

These may be opportunities where a recruitment gap in one school could be filled by a member of staff in another school, working across more than one site through an increase in working days or through a reconfiguration of their role. This could be particularly appropriate for staff looking to move from part-time to full time working or seeking a promotion. Alternatively, two or more schools may agree to buy into a shared resource that they could not afford to fund individually such as a specialist music teacher or dedicated Speech and Language therapy.

#### **Where are there opportunities to significantly restructure how we deliver a particular aspect of our joint work?**

There may be opportunities where you consider that all the staff dedicated to a particular function could be more effectively and efficiently deployed if there was a partnership-wide approach. A radical restructure may be worth considering in areas where current funding is insufficient to meet needs or there are persistent challenges with recruitment and retention

## Agreeing what you will do differently

### Suggested agenda for the second workshop

The purpose of the second workshop is to begin to define and agree the things that you will do differently as a partnership. The exact content and focus of this workshop is likely to be influenced by the vision for your partnership and the outcomes that you are trying to achieve together. However, broadly considering how you might best deploy your staff, how you might share physical assets, and how you will lead and govern your partnership going forwards provides a broad template that you can adapt to your specific circumstances. Each of the individual discussions outlined below have the potential to be lengthy and involved. You may therefore decide to set aside a longer time for this stage of the process, or prioritise the areas on which you will focus, or split this into two separate sessions.

	Discussion	Time
1.	Activity 1 – Opportunities for sharing back-office staff	30 mins
2.	Activity 2 – Opportunities for sharing class-room based staff	30 mins
3.	Activity 3 – Opportunities for sharing physical assets	30 mins
4.	Activity 4 – Implications for leadership and governance	30 mins

## Agreeing what you will do differently

### Activities one and two – making best use of back-office and classroom-based staff

The same sequence of questions and exercises can be used for the first two activities in this workshop.

As a group, consider the information that you have collected on where each school has skills and capacity that they could share with the partnership and where each school has gaps and needs on which they would welcome support from the partnership. Try to formulate these as proposals and use these to populate the grid below. Limit yourself to no more than three proposals in each area to make the task manageable. Some examples are shown in italics:

Sharing skills	Sharing capacity	Restructure
<i>Experienced EYFS phase lead in school A to mentor and coach new EYFS leads in schools B&amp;C</i>	<i>Schools C and D to work together to appoint a shared business manager across both schools</i>	<i>All schools in the partnership to reconsider how they manage premises, with a single overseeing site manager and a restructured team working to the new post</i>
Proposal 2	Proposal 2	Proposal 2
Proposal 3	Proposal 3	Proposal 3

For each of the proposals that you have logged, have a quick brainstorming discussion on what the benefits would be for a) children b) staff c) financial efficiency. Capture your ideas on cards, post-its or a flip-chart. Then for each of your proposals, have a further brainstorm on likely challenges and obstacles to achieving the proposal. Again, find a way to capture your discussion.

## Agreeing what you will do differently

### Activity three – sharing physical assets

Ask the participants in your workshop to write up to three answers to each of the two questions below on a card or on a post-it note.

What are the buildings and spaces in my school that are underused?

My school needs additional or different spaces for...

Gather in the answers and put them up on a wall or on a table so that everyone can see them. Start to group together the answers on a thematic basis so that you can see where there is the potential for joint working. You may, for example, want to group together responses into categories such as:

- Outdoor recreational space
- Sports facilities
- Specialist teaching facilities
- Sensory or nurture spaces
- Large meeting or performance spaces

Look across the responses and see if you can generate potential opportunities to work together for the benefit of your pupils, for example giving a wider group of pupils access to specialist facilities in one school.

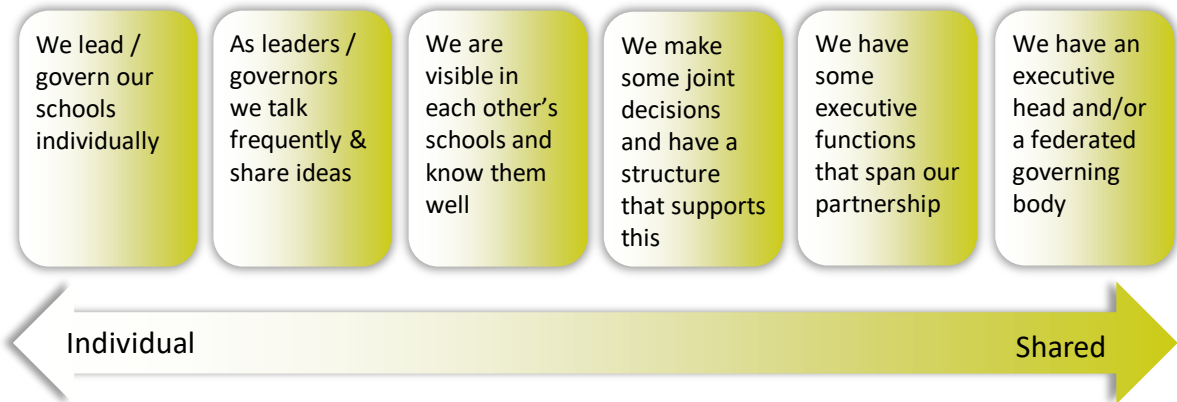
## Agreeing what you will do differently

### Activity four – considering the implications for leadership and governance

The diagram below shows a spectrum of leadership and governance approaches to partnership working, from each school having individual leadership and governance arrangements to a shared and unified leadership and governance model across a partnership. Use the diagram below to structure a discussion in your group about leadership and governance. Ask yourselves:

- Where on this spectrum do we think our current leadership arrangements are, where would we like them to be in 1 to 2 years' time and where would we like them to be in 3 to 5 years' time.
- Where on this spectrum do we think our current governance arrangements are, where would we like them to be in 1 to 2 years' time and where would we like them to be in 3 to 5 years' time.

In having the discussion, consider what leadership and governance structures you might need to have in place in order to effectively manage and oversee the ideas for joint working, and your vision for the future, that you have developed throughout the workshops.



For partnerships explicitly considering federation or executive leadership options, additional resources can be accessed [here](#).

## Developing a resourced plan for action

You can click on one of the boxes below to navigate directly to that page. **Clicking on the Camden logo will bring you back to this menu.**

### In this section

[Preparing for the third workshop](#)

[Suggested agenda for the third workshop](#)

[Prioritising your actions](#)

[Building an action plan](#)

[Identifying specific external support required](#)

## Developing a resourced plan for action

### Preparing for the third workshop

Before the third and final workshop, you will find it helpful to go back through the ideas and decisions generated during the first two workshops and pull together a short summary of these. You can spend the first 10 to 15 minutes of your final workshop going through this and checking that everyone has the same understanding of what you have discussed and are considering taking forward. The list below may be a helpful reminder of issues you have covered.

Our vision for why we want to work together and shared values

Opportunities for sharing / redeploying back-office staff

Opportunities for sharing/redeploying teaching staff / TAs

Opportunities for sharing buildings or assets

Implications for leadership

Implications for governance



## Developing a resourced plan for action

### Suggested agenda for the third workshop

	Discussion	Time
1.	Recap the ideas and decisions you have generated in the first two workshops	15 mins
2.	Activity 1 – Prioritising your actions	30 mins
3.	Activity 2 – Developing a plan for action	45 mins
4.	Activity 3 – Identify where you may need further support	15 mins
5.	Discuss your plans for communicating to staff, governors, parents and others	15 mins

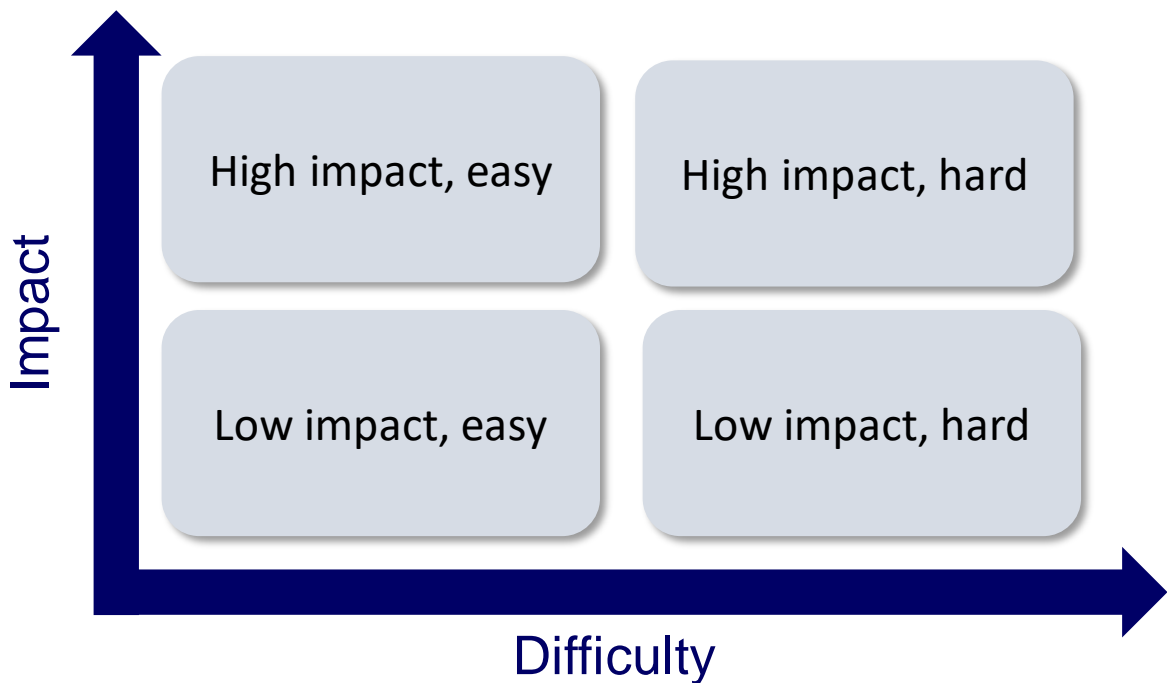
## Developing a resourced plan for action

### Activity one – prioritising your actions

List and agree the proposals and ideas that you have generated for working together, and write each one on a separate card, post it or piece of paper. Draw out the grid below on a large piece of paper or a whiteboard. Position your proposals on the grid. Consider the impact that you think they will have on:

- a) Pupils
- b) Staff
- c) Financial efficiency

Then consider the difficulty of implementation.



## Developing a resourced plan for action

### Activity two – developing an action plan

Decide, based on the prioritisation exercise which ideas you are going to take forward now, which you will come back to over the course of the next year and which you are going to discard. Draw up the grid below on a large sheet of paper or a whiteboard and populate it together for each of the ideas and proposals that you are taking forward now.

Priority	Task	Lead	Date	Financial implications
Priority 1	Task 1			
	Task 2			
	Task 3			
Priority 2	Task 1			
	Task 2			
	Task 3			
Priority 3	Task 1			
	Task 2			
	Task 3			

## Developing a resourced plan for action

### Activity three – identify where you need further support

Start with your completed action plan as the basis for your discussion. Look down the list of tasks and identify any barriers or obstacles that you may need external support to overcome. Some possible prompts to consider are listed below:

#### HR support

For example, what are the mechanisms that enable you to employ / deploy a member of staff across two or more schools?  
What are the consultation requirements for making change to job descriptions?

#### Premises support

For example, are there insurance implications from sharing facilities?

#### Legal / governance

For example, how could you use a Memorandum of Understanding to underpin your partnership activities?  
What is the legal process for establishing a federation?

Create a clear and concise list of the advice and support that you need and discuss it, in the first instance, with your CPP partner or with the relevant lead in Camden Council.

### Template for collecting data on pupil numbers and needs

School A	Nursery	YR	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y11	Y12	Y13	Total
All pupils																0
CLIF																0
EHCP																0
ENG																0
SEN support																0
EHCP planned																0
FSM																0
FSM6																0
EAL																0
New arrivals (6 months)																0
Recent leavers (6 months)																0
School B	Nursery	YR	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y11	Y12	Y13	Total
All pupils																0
CLIF																0
EHCP																0
ENG																0
SEN support																0
EHCP planned																0
FSM																0
FSM6																0
EAL																0
New arrivals (6 months)																0
Recent leavers (6 months)																0
School C	Nursery	YR	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Y11	Y12	Y13	Total
All pupils																0
CLIF																0
EHCP																0
ENG																0
SEN support																0
EHCP planned																0
FSM																0
FSM6																0
EAL																0
New arrivals (6 months)																0
Recent leavers (6 months)																0

### Template for collecting information on staffing

2021/22	School workforce FTE	Total number of teachers (FTE)	Senior leadership (FTE)	Teaching assistants (FTE)	Non-classroom support staff - excluding auxiliary staff (FTE)	Auxiliary staff (FTE)	School workforce (headcount)
School A							
School B							
School C							
School D							
2022/23	School workforce FTE	Total number of teachers (FTE)	Senior leadership (FTE)	Teaching assistants (FTE)	Non-classroom support staff - excluding auxiliary staff (FTE)	Auxiliary staff (FTE)	School workforce (headcount)
School A							
School B							
School C							
School D							

## Template for identifying opportunities for sharing staff

### Teaching staff and teaching assistants

School	Experience to share	Staff with capacity / development potential	Staff in need of support	Gaps / vacancies – now or in next year
School A				
School B				
School C				
School D				

### Back office staff

School	Experience to share	Staff with capacity / development potential	Staff in need of support	Gaps / vacancies – now or in next year
School A				
School B				
School C				
School D				

## Resources to support establishing an executive headship

Two examples of partnership agreements supporting an executive headteacher function

## Resources to support establishing a 'soft' federation

Example of a soft federation joint strategic committee terms of reference

## Resources to support establishing a formal federation

Camden federation guidance, consultation checklist

Template proposal to consult on federation

Blank federation instrument



# Example Partnership Agreement A

For the purposes of this agreement, the term partnership refers to the management of both schools by the Headteacher of Bolsa Primary School assuming the role of Executive Headteacher (EH) at Calder school under the terms and conditions laid down below.

## 1. Vision and Aims

1.1 A partnership should:

- Secure strong strategic leadership;
- Maintain and develop individual characters, ethos and distinctiveness of each school but also to use differences to enhance the experience for children from all partners.
- Bring clear benefits for the children of all partner schools;
- Share and develop staff expertise across all partner schools;
- Try out different and innovative ways of working;
- Ensure high aspirations of children, staff, parents and governors;

## 1. School Leadership

2.1 A school partnership will be established between **1<sup>st</sup> September 2022** and **31<sup>st</sup> August 2023** where both Bolsa Primary School Schools and Calder school are managed by one Executive Headteacher.

- Both parties will maintain separate governing bodies;
- The schools retain their own identity and character;
- Trust and good relationships are not compromised;
- Raising achievements and developing high quality teaching and learning remain a key priority;
- The quality of education and curriculum provision is enhanced;
- The high standards of pupil behaviour are maintained;
- The confidence of all stakeholders is retained and secured for the partnership.

2. The working arrangements for the Executive Headteacher including dedicated leadership time shall be agreed and kept under review by the Chairs of Governors. The Executive Headteacher will support Calder School for the equivalent of at least one day each week; this will be every Monday and every Thursday Morning. The Calder School Business Lead will also support the school for a day and a half each week, initially mirroring the schedule of the Executive Head Teacher unless agreed otherwise in writing.

2. A full-time Head of School will be provided by Bolsa Primary School to lead and manage Calder School for the period of this partnership.

## 1. Implementation of Partnership

3.1 Both schools will pay due attention to the contractual rights of all affected employees and will seek professional advice in regards to these matters.

3.2 The Governing Body of Calder School will provide the requisite information required in order to support appropriate safeguarding arrangements and financial probity (see annex A).

3.3 Both Governing Bodies will ensure arrangements are in place that permit each school to have an appropriate and reasonable level of day to day management and leadership of teaching and learning in place at all times in the absence of the Executive Headteacher/Head of School. Arrangements should be considered by the individual Governing Bodies with respect to the remuneration of other staff undertaking additional responsibilities. (see Annex A point 4 - Contractual arrangements)

3.4 Any complaints and concerns about the implementation and impact of the Executive Headship/Head of School arrangements will be directed to the Executive Headteacher, who will promptly raise the issues with the Chair of Governors of partner schools and as appropriate with the Chair of the Trust Action Group. The Chairs of each Governing Body will take ultimate responsibility for investigating and resolving any such complaints and

concerns.

3.5 Any complaints or grievances against the Executive Headteacher will be managed by the Chairs of Governors with guidance from Hackney Education.

3.6 Any complaints or grievances against the Head of School will be managed by the Executive Headteacher with guidance from Hackney Education.

#### 1. Monitoring and Review of the Partnership

4.1 The outcomes of any external/internal reviews (parents, staff, SIP etc.) will be reported to the governing bodies individually. These will also be copied to the Chair of Governors for information.

4.2 The performance management of any substantive Head of Schools/senior leaders remains the responsibility of the Executive Headteacher. The Executive Headteacher's performance management will be carried out by a performance management review panel which will consist of two representatives from Bolsa Primary School and two representatives from Calder Primary School. This panel will sit separately from the performance management of the Executive for his role at Bolsa Primary School. This will comprise A (Chair of Governors, B (Co-Opted Governor), C (Co-Opted Calder Governor) and D (Chair of Governors) from Calder

#### 1. Financial Operation

5.2 The Chairs of Governors will agree the division of the Executive Headteacher's salary and other employment costs between each school in the partnership; this decision should have involvement from the Hackney Education finance officers (as set out in Annex A).

5.3 Each school will decide in conjunction with their School Finance Officer for the calculation and transfer of the proportionate employment costs of the Executive Headteacher and the Head of School. The costs and savings of the Executive Headship will be managed within existing school budgets. We propose an additional two points payment on the Leadership Scale; the difference in his substantive scale and the new point, being attributed to Calder as opposed to 1/5 of the salary. Similarly, an honorarium for the Calder School Business Leader will be attributed to Calder rather than the 1/5 split.

5.4 Each school will independently establish the roles and responsibilities for financial management.

5.5 To ensure transparency, where the partnership arrangement involves charges between schools these commitments should be pre-agreed with the Finance and Resources Committee of the Governing Body of Calder Primary School, in accordance with the financial scheme of delegation. This shall cover (although not limited to) charges not included in the original partnership agreement (i.e. charges for 1 day per week of a senior leader, occasional days of support from admin staff or shared costs for resources or training. A cap of £25,000 applies in respect of these charges.)

#### 1. Dissolution of Partnership

6.1 In order to terminate the partnership before the scheduled end date, each school must give two terms' written notice and have the support of the CEO (Camden Learning). This requirement for two terms' notice shall not apply in the following exceptional circumstances and subject to reasonable written notice being provided:(a) in the case of the serious misconduct by either partner school or any persons acting on their behalf ; (b) if Hackney Education recommends that the termination of the partnership occurs with less than two terms' notice; and/or (c) an event has had or is likely to have a materially adverse effect on one or both of Bolsa Primary School and Calder Primary School.

The Governing Body of Calder Primary School must agree by a majority vote to propose the dissolution of the partnership. In the case of a split vote, the Chair of Governors will have the casting vote.

6.2 Upon the dissolution of the partnership the Executive Headteacher and the Head of School will return to their substantive posts and scale point, plus any salary points awarded due to performance management during

the time of the leadership at Calder Primary School unless other arrangements have been agreed;

6.3 Should the executive headship dissolve, a review will be undertaken by governors of both schools and the CEO (Camden Learning) to ensure that staffing and management structures match the future needs of each institution;

## 7. Review of the Partnership and Agreement terms

7.1 The Chairs of Governors at both schools will review the terms of the agreement with the Executive Head at Bolsa Primary School & Calder Primary School Partnership Joint Strategic Committee at the mid-year point.

## 8. Alterations to this Agreement

8.1 Any alterations to this agreement, inclusions, deletions or additions must first be agreed by the Director of Education or Chair of the TAG and then by both governing bodies.

## **8. Limitation of Liability**

9.1 The maximum aggregate liability of Calder Primary School and any of its employees or subcontractors whether in contract, tort (including negligence and breach of statutory duty) or otherwise for any and all losses arising out of or relating to this Agreement shall not exceed £50,000. Calder Primary School shall have no liability for the acts or omissions of any third party.

9.2 Neither party nor its Affiliates shall be liable in connection with the Agreement or arising out of or relating to this Agreement for any loss of profit, revenues, anticipated savings, business or investment opportunities, internal or management costs or any other indirect or consequential loss.

9.3 Nothing in this Agreement is intended to exclude any liability that cannot by law or regulation be excluded or restricted.

## **8. Entire Agreement**

This Agreement sets out the entire agreement between the parties relating to the subject matter of the Agreement. (Including Annex A) and supersedes and replaces any existing agreement between the parties relating to such subject matter. Each party acknowledges that it will have no remedy in respect of any untrue statement (other than a fraudulent one) made by the other party before entering into the Agreement.

## **8. Governing Law and Jurisdiction**

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute, which may arise in connection with the interpretation or implementation of this Agreement shall be subject to the exclusive jurisdiction of the courts located in England and Wales.

## ANNEX A

### EXECUTIVE HEADTEACHER ARRANGEMENTS Between Calder Primary School and Bolsa Primary School

See also Camden Schools Pay [Policy](#)

<b>1. Executive Headteacher current salary scale point</b>	
<b>2. Planned start and finish dates</b>	01/09/22 – 31/08/23
<b>3. Agreed Executive HT salary scale point</b> Possible advancement through performance management review applies as usual	
<b>4. Agreed Head of School salary scale point</b> Possible advancement through performance management review applies as usual	
<b>4. Contractual arrangements</b>	<p>The Executive Headteacher will receive a contract variation confirming the arrangements for the planned duration of the first year of the partnership. Calder Primary School will cover the cost of:</p> <ul style="list-style-type: none"> <li>● A contribution to the Executive Headship time including on costs</li> <li>● 100% of the Head of school salary costs including on costs</li> <li>● A contribution to the school business management costs, (this includes the value of the honorarium paid to the FSBL the difference between the substantive salary,</li> <li>● additional staff cover or support as agreed but not exceeding £XX,000</li> </ul> <p>This is to be invoiced by Bolsa Primary School to Calder Primary School and paid on a monthly basis, and shall be payable 30 days from receipt of notice. If it is anticipated that partnership costs are reasonably likely to exceed £XXk <b>per annum</b>, the Executive Headteacher will report to the Resources/Leadership Committees of each Governing Body in advance and will seek the approval of such Committee prior to incurring any such increased costs (except in case of emergency). Prior to any such overspend, the Executive Headteacher and the Governing Body of Calder Primary School shall discuss a reasonable and appropriate arrangement for payment of these costs</p> <p>Each school will make its own arrangements to meet leadership and management requirements during the absence from the site of the Executive Headteacher/Head of School. Any associated and additional costs arising will be met by each school independently. A contract variation will be issued to any affected staff confirming the arrangements for the planned duration of the partnership.</p>
<b>5. Executive Headteacher working arrangements</b>	The Executive Headteacher will normally spend the equivalent of at least one day per week at Calder School but this is likely to be one and a half days per week.
<b>7. Financial Management</b>	Governors should consider whether the Scheme of Delegation should be amended in accordance with leadership arrangements in each school.

**ANNEX A**

<p><b>8. Safeguarding</b>          The Designated Person must be in a leadership position, and have Tier 3 LSCB training (1 day general; 2 days follow-up, renewable every 2 years). There must be a Deputy available when the DP is absent (DCFS Safeguarding Children and Safer Recruitment Guidance 2006_p14). All staff working across partner schools must be entered on the single central record for each school.</p>	<p><b><i>The Designated Person (Child Protection) and Deputies for each school will be:</i></b>  <b>????</b></p> <p>The Executive Head will inform the Chair of Governors of any convictions or cautions on their own DBS clearances and any changes since the dates of the last clearance. The Executive Head will give consideration to whether the Chair of the supported school should be informed of relevant information relating to any staff members working across schools.</p> <p>Schools will comply with safer recruitment practices. Any queries regarding safeguarding checks will be raised with the Executive Head and the Chair of Governors when appropriate.</p>
<p><b>9. Dates for review</b></p>	<p>Any concerns arising about the continued suitability of the arrangement will be raised immediately and appropriately with Hackney Education</p>
<p><b>10. Arrangements to apply at the dissolution of the Executive Headship arrangement (including premature dissolution)</b></p>	<p>The Executive Headteacher will revert to his/her substantive post at the scale point shown above, plus any point/s awarded due to performance management during the time of the executive headship. This will be with immediate effect on the closure of the arrangement. A minimum of two terms notice will be given.</p> <p>Any staffing/salary adjustments at both schools, made to support the Executive Headteacher arrangement, will also close with immediate effect, and staff will revert back to their substantive post, plus any points awarded due to performance management during the time of the partnership. A minimum of two terms' notice will be given.</p>

- The Executive Headteacher has provided Calder with emergency contact details.
- The Executive Headteacher has completed DBS checks and informed the Chair of Governors of Calder Primary School of any convictions or cautions and any changes since the last DBS has been completed.
- The Executive Headteacher has declared any pecuniary interests and will require any staff members working across schools to do the same.

**Signed:**

**Executive Headteacher**

**Date**

**Signed:**

**Chair of Governors, Bolsa Primary School**

**Date**

**Signed:**

**Chair of Governors Calder Primary School**

**Date** .....

**Signed:**

**CEO, Camden**

**Learning**

**Date** .....

## Example partnership agreement B

### Partnership Agreement between the governing board of XXX School and the governing body of YYY School 1st January 2022 until xxx

For the purposes of this agreement, the term 'partnership' refers to the management of both schools by the Headteacher of XXX School, who will assume the role of Executive Headteacher (EH) under the terms and conditions laid down in this agreement.

#### 1. Vision and Aims

● Insert here

#### 2. Executive Headship (EH)

1. The school partnership will begin **Date of Commencement** and run while both schools are managed by one Executive Headteacher.
2. Both schools will maintain separate governing bodies but will also establish a joint committee (the Terms of Reference of which are set out in Appendix A), which will monitor the terms of this agreement; ensure that the associated Job Description of the Executive Headteacher, and any additional posts with shared responsibilities, are being met; and identify and implement the strategy to deepen and extend the partnership, including developing towards a hard federation model.
3. *At any point for the duration of the agreement, either party may introduce their Local Authority (LA) Camden Professional Partner to review any issue. A representative from Camden Learning may be invited to attend meetings if requested by one of the Chair of Governors, provided prior notice has been provided to the other party.*
4. The working arrangements for the Executive Headteacher and any other shared posts including dedicated leadership time shall be agreed and kept under review by the Partnership Board.
5. The schools will maintain separate identities in the eyes of the LA and the LA will respond in ways where interventions match and support the work of the Executive Headship arrangement.

#### 3. Implementation of Partnership

1. Both schools will pay due attention to the contractual rights of all affected employees and will seek professional advice where necessary in regards to these matters from their relevant Personnel Departments, *being Camden Council HR to which both schools have a SLA.*
2. 3.2 Each governing body will, in consultation with the Executive Headteacher, ensure that each school has an appropriate level of day to day management and leadership of teaching and learning in the absence of the Executive Headteacher.
3. 3.3 The Executive Headteacher will hold the role of Headteacher in both schools for all regulatory purposes.

- 3.4 Any complaints and concerns about the implementation and impact of the Executive Headship arrangements will be directed to the Executive Headteacher, who will raise the issues with whichever Chair of Governors is appropriate.
- 3.5 Any complaints or grievances against the Executive Headteacher will be managed by both Chairs of Governors, who will refer to their relevant Policies and Procedures (in both cases being the Camden Council Policies and Procedures) as deemed necessary, on a case by case basis.
4. Monitoring and Review of the Partnership
- 4.1 Both governing bodies will conduct a formal review of the partnership arrangement after one year in order to ascertain whether or not to terminate the partnership at the end of the set time period or to extend it. The review shall be formally reported to both Governor Boards at their next Board meeting.
- 4.2 Through the Joint Committee, both Governing Bodies will take part in the Executive Headteacher's Performance Management at the end of the Autumn term with the Camden Professional Partner and will report back to their Governing Bodies.
5. Financial Operation
- 5.1 XXX School will invoice YYY on a monthly basis for their share of the Executive Headteacher's salary being 50% plus on costs. The same arrangements will apply for any other shared posts agreed under this agreement.
- 5.2 Each school/campus will make arrangements in conjunction with their School Business Managers for the calculation and transfer of the above costs as necessary. Costs and savings will be managed within existing school budgets.
- 5.3 Payments of costs will cease at the end of the term of this agreement.
- 5.4 The Joint Committee will not hold a separate budget but will make recommendations to the governing bodies regarding expenditure.
6. Dissolution of Partnership
- 6.1 The partnership will be deemed to be dissolved if, upon the recommendation of the Chairs, following either a termly or formal review, the aims or purpose of the Executive Headship are not being met and in the view of all parties will not be met under the current leadership arrangement. A minimum of 12 weeks' notice will be given unless a shorter notice period is agreed by mutual agreement, such agreement not to be unreasonably withheld;
- 6.2 Upon the dissolution of the partnership the Executive Head will return to his/her substantive post at XXX School unless other arrangements have been agreed;
- 6.3 Should the Executive Headship dissolve, a review will be undertaken by Chair of Governors of both schools to ensure that staffing and management structures match the future needs of each school;
- 6.4 In the case of the Executive Headship being dissolved, any outstanding monies or credits owing will be reconciled between the schools and signed off by both Chairs.



7. Alterations to this Agreement

7.1 Any alterations to this agreement, inclusions, deletions or additions must first be agreed by the Chair of both Governing Bodies and ratified by all Bodies in consultation with the Local Authority. We hereby agree to the above contract for partnership between XXX School and the YYY School as outlined above.

Signed by Chair of Governors of XXX School, Chair of YYY School

Signed:

Date:

Name:

Signed:

Date:

Name:

Signed:

Date:

Name:

## **APPENDIX A**

Joint Committee of the governing board of XXX School and the governing body of YYY School  
Under the Education Act 2002,

### **1. Membership**

- (i) Each Governing Body will appoint 4 governors to the Joint Committee (for a total of 8). The Executive Headteacher will not be a member of the Joint Committee but shall have rights of attendance, except for any items in which they may have a conflict of interest.
- (ii) Members of the Joint Committee must be governors of either YYY or XXX.

### **2. Chairing**

- (i) The Joint Committee will appoint a Chair and Vice Chair for a one year term.
- (ii) The Chair and Vice Chair will be drawn from different schools.
- (iii) The positions of Chair and Vice-Chair will rotate after one year, with the Chair and Vice Chair to be drawn from different schools than in the previous year.
- (iv) Decisions requiring emergency approval by the Chair will be taken in consultation with the Vice-Chair

### **3. Quorum**

- (i) The quorum for a meeting of the Joint Committee and any vote on any matter at such a meeting, is two members of each school's appointees (i.e. 2 governors from each governing body).

### **4. Rules of Procedure**

- (i) Except where otherwise stated in this document, the Joint Committee will follow the rules set out in sections 3 and 4 of the School Governance (Roles, Procedures and Allowances) (England) Regulations 2013 as regards notice and conduct of meetings.
- (ii) The Joint Committee may establish further rules of procedure if required.

### **5. Clerking**

- (i) The Joint Committee has appointed ..... as clerk to the Joint Committee

### **6. Meetings**

- (i) The Joint Committee will meet at least ... times per academic year.

### **7. Reporting**

- (i) A member of the Joint Committee will report after each meeting to the next meeting of the Governing Body that appointed them.
- (ii) The minutes of the Joint Committee will be circulated to all governors of both schools.

### **8. Responsibilities of the Joint Committee**

- (i) The responsibilities of the Joint Committee are to
  - Oversee the implementation of the partnership agreement ahead of its implementation;
  - Monitor the work of the partnership agreement to ensure that:
    - The strategic aims of the partnership are fulfilled, with all schools continuing to improve;
    - The partnership works effectively within the parameters established, benefitting all schools;
    - Further opportunities for collaboration between the schools are identified and recommended to the governing bodies for implementation;
    - Opportunities for shared savings are identified and recommended to the governing bodies for implementation;
    - A strategy for further integration and collaboration is agreed.
  - Agree and manage the arrangements in relation to the line management of the Executive Headteacher, and any other shared posts established under the Partnership Agreement.

## ANNEX B

### EXECUTIVE HEADTEACHER ARRANGEMENTS

[XXX School and the governing body of YYY School]

<b>Executive Headteacher and substantive post with current salary scale point</b>	
<b>Planned start and finish dates</b>	
<b>Agreed Head of School salary scale point</b>	Suitable performance management arrangements will be agreed with Executive Head  [Current substantive HT salary point to be supplied]
<b>Contractual arrangements</b>	To be agreed
<b>Executive Headteacher working arrangements</b>	To be confirmed
<b>Leadership arrangements at each school when the Headteacher is off-site (any later changes will be agreed by the relevant Governing Body).</b>	The Executive Headteacher will make arrangements so that full leadership provision is in place with the Senior Leadership Team at either school whilst off-site.
<b>Safeguarding</b> The Designated Person must be in a leadership position, and have Tier 3 DSL training (1 day general; 2 days follow-up, renewable every 2 years). There must be a Deputy available when the DP is absent.	The Designated Person (Child Protection) and Deputies for each school will be: Executive Head or Head of School
<b>Dates for review</b>	No formal dates set – between board chairs, dates for meeting by mutual agreement.  Reviews shall be undertaken by both board chairperson and the outcomes reported back to each governing body.  Any concerns arising about the continued suitability of the arrangement will be raised immediately and appropriately, and referred to each school Chairperson.
<b>Arrangements to apply at the dissolution of the Executive Headship arrangement (including premature dissolution)</b>	The Executive Headteacher will revert to his/her substantive post. This will be with immediate effect on the closure of the arrangement. A minimum of 12 weeks' notice will be given. Any staffing/salary adjustments at both schools, made to support the Executive Headteacher arrangement, will also close with immediate effect.

Signed:

Executive Headteacher

Signed: .....

Date

Name: .....

Chair of Governors

XXX School

Signed: .....

Date

Name: .....

Chair of Governors

YYY School

Signed: .....

Date

Name: .....

## **Soft Federation Joint Strategic Committee Draft Terms of Reference**

A joint strategic committee with the following membership:

- the Chairs of both governing bodies
- a further member from each governing body
- Executive Headteacher
- Both Heads of Schools
- Co-opted members as agreed, from time to time, by the governing bodies all governors other than those employed at the school

**Quorum** – any 3 governors who are members of the committee Terms of Reference

### **Terms of Reference**

The terms of reference, the operational arrangements and the initial work programme for the joint strategic committee as set out below

#### **Federation aims and strategic objectives**

- Make the best use of the wealth of experience vested in the whole staff by identifying and spreading best practice across both schools
- Extend opportunities for staff to develop their skills and experiences across the pre-school and whole primary range
- Make effective use of the schools' financial, physical, learning and human resources to achieve best value

#### **Joint committee terms of reference**

- Ensure federation operates in line with its aims and strategic objectives
- Recommend amendments to the federation's aims and strategic objectives to the governing bodies
- Monitor and evaluate impact of the federation's improvement priorities as determined by the governing bodies
- To form the joint performance management committee for both schools and in that capacity conduct the Executive Head teacher's performance management review
- Recommend areas that will benefit from joint policies and protocols to the governing bodies
- Monitor expenditure on federation activities and make recommendations to the governing body to ensure best value is achieved
- Determine the implications of the federation for the schools' staff appointments policies for acceptance by the governing bodies
- Report annually to the governing bodies on the work of the strategic committee and, if appropriate, recommend changes to terms of reference, membership structure and operational arrangements

#### **Initial work programme for the committee**

- Recommend changes to staff appointment policies to governing bodies
- Receive reports on the implementation of federation priorities and evaluate impact
- Identify areas that will benefit from joint policies and protocols for agreement by the governing bodies
- Receive reports on the use of federation resources and identify how best value could be achieved
- Prepare an annual report on the work of the committee

## Camden Federation Guidance - Consultation Checklist

- Presenting a report on the proposal to federate as an agenda item at a meeting of each full governing body
- Designing a new governance structure for the federation and making a new instrument
  - New parent governor elections (maximum of one from each school)
  - New staff governor (one)
  - New local authority governor (one)
  - Co-option completed on federation.
- Deciding (in consultation with stakeholders) a name for the federation. Should be decided prior to entering consultation
- Drawing up a leadership structure that identifies key roles and responsibilities and gives careful thought to all the implications of the changes
- Engaging in discussions with the LA, diocese, or both, identifying any human resources issues, and seeking appropriate advice and guidance to resolve these issues
- Seek input from HR on impact changes to staffing structures as a result of federation and plan any necessary consultation.
- Examining the financial implications of federating (while each school will continue to receive its own budget, the federation will have to consider the extent to which funds will be pooled)
- Input from Schools Finance and Business Managers. Does not require inclusion
- Planning a strategy and a timeline for conducting the formal consultation.

Event	Time
Agreement to consider federation	7 days before GB meeting
Agreement to formal proposal on federation	7 days to separate GB meeting
Consultation Period	6 weeks after publication of proposal
Consideration of Consultation response and decisions	7 days after consultation period closes
Notification of Secretary of State and Camden Council	7 days after decision
Federation incorporated	2 weeks after decision

## Proposal to consult on the federation of Xx school with Yy school

Consultation period: **Start Date to End Date**

### Proposal for consultation

For the attention of pupils, parents and staff

The governing boards of Xx school and Yy school propose the federation of their schools from **Federation date**. The proposed Federation will be called **Federation Name**

Before making a final decision, the governors of each school want the views of the pupils and their families, members of staff as well as stakeholders within the wider community.

Under the Education Act 2002, schools and local authorities can propose that schools join together to create a federation. A federation is formed when two or more schools agree to work together on a formal basis through a single governing body. Federation schools remain separate schools at their existing sites with their own names, budgets and own identities. They have separate Ofsted inspections and continue to report separate results.

This document sets out the reasons why the governing bodies of both schools believe this proposal is a good idea and the benefits for pupils, parents and staff. It also provides information about the vision that the federation has for the schools.

The survey for providing feedback through the schools' websites at

**Website address for Xx school**

**Website address for Yy school**

As part of this consultation, the governing boards invite you to attend drop in sessions where you can discuss and ask further questions about the proposal. The dates for this are

**Insert date of meeting at Xx school**

**Insert date of meeting at Yy school**

We also encourage you to share your views by completing the feedback process no later than **End Date**

If you have any questions about this consultation, please contact:

- **Chair of Governors, at the Yy school, via email address;** or
- **Chair of Governors at Xx school, via email address.**

We look forward to receiving your views on this proposal.

## Consultation for the Federation of Xx school with Yy school

Message from the Chair of Governors at Xx school

Insert here

Message from the Acting Executive Headteacher at Xx school and the Yy school

Insert here

Message from the Chair of Governors at Yy school

Insert here

## Template for consultation for the Federation of Xx school with Yy school

### About the Federation

The schools share the federation vision and ambition to provide a high-quality education and promote success for all pupils, regardless of their background.

We provide a well-rounded education, developing social, emotional, creative and physical skills as well as promoting academic progress. We promote a love of learning to last beyond our schools.

We do this by providing schools with great teaching, strong leadership and tailor-made curriculums that prepare our pupils to go on to be confident, happy citizens of the world.

By working together, the schools are able to share expertise, resources, and create greater opportunities and capacity, whilst at the same time allowing each school to flourish with its own identity and community.

### Leadership and Governance of the Federation

If Xx school and Yy school were to join in federation, the strategic leadership of the executive headteacher would be made permanent and the schools would be governed by a single board.

Each school would continue to have its own leadership structure with a head of school, who will work in collaboration with their counterparts at the partner schools, reporting to the executive head teacher, who will ensure strong and continuous strategic development of each school and the federation as a whole.

The federation would come into effect on **Federation Date**. Following federation there would be a single, newly appointed governing board responsible for both schools.

The federation's governing board members will be selected for their skills, expertise and understanding they bring to benefit the strategic development of the federation of schools to secure the best possible outcomes for every pupil. *In doing so, the governing board will look to secure a membership which has a balance of knowledge and regular interaction with both schools.*



It is proposed that the new governing board will consist of **Number** governors, as set out in the table below. **Insert rationale.**

The composition of the governing board of the proposed federation of the schools is shown in the table below. This proposed composition reflects statutory requirements.

Governor Type	Number
Executive Headteacher	1
Staff Governor	1
Parent Governor (1 per school)	2
Local Authority Governor	1
<b>Coopted Governor (or Foundation Governor)</b>	<b>?</b>

The shared governance structure of a federation will allow the schools to:

- **Insert.**

The schools will each retain their own identity. The teachers will remain the same and pupils will continue to learn each day at their current school site. Parents and pupils will experience no immediate impact of a decision to federate but will, in time, benefit from the links that will exist between the schools. The pupils, staff and wider communities have already benefited from our partnership. We want to strengthen this relationship, by establishing a permanent federation.

**Benefits for pupils**

**Insert**

**Benefits for staff**

**Insert**

**Benefits for parents**

**Insert**

**Benefits for the schools**

**Insert**

## What will happen after this consultation?

The consultation period starts on **Start Date** and closes on **End Date**

The governing boards of Xx school and Yy school will meet to consider the views gathered from the consultation. They will then decide as separate governing boards whether to proceed with the proposal.

The Governing Bodies will hold meetings for parents and stakeholders on

**Insert date of meeting at Xx school**

**Insert date of meeting at Yy school**

The Governing Bodies will also hold separate meetings with the staff of both schools.

If both governing boards decide to proceed, the intention will be for Xx school and Yy school to form a federation on date.

### Alternative courses of action

*After considering everyone's views, if the governing board of one or both of the schools decides not to federate, the existing partnership between Xx and Yy schools will end on . As such, the Governing bodies of both schools would need to consider other options going forward.*

### Frequently Asked Questions

#### To be completed

#### Where will I find the schools?

- **Xx school address**

- **Yy school address**

This consultation document is also available online on the schools' websites along with the link to an online survey form. Feedback from the survey will be collated so governors of the schools can consider every response submitted.

If you need support with accessing this consultation in another language, please contact your school office who will be able to provide you with assistance.

If you have any queries regarding this consultation, please get in touch with.

- **, Chair of Governors at the Yy school via email address; or**

- **, Chair of Governors at Xx school via email address.**

This stage of the consultation will close at **Closing Date**.

**LONDON BOROUGH OF CAMDEN  
INSTRUMENT OF GOVERNMENT: FEDERATION**

1. The name of the Federation is
2. The names and categories of the schools in the Federation are:
  - (a)
  - (b)
3. The name of the Governing Body is the Governing Body of xx Federation
- 4 The Governing Body shall consist of:
  - (a) 2 Parent Governors (1 from each school)
  - (b) 1 Local Authority Governor
  - (c) 1 Executive Headteacher
  - (d) 1 Staff Governor
  - (e) xx Co-opted Governors
5. The Terms of Office for all governors is 4 years
6. The total number of governors is xx
7. This Instrument of Government comes into effect on xx.
8. This Instrument of Government was made by order of the London Borough of Camden as local education authority.
9. A copy of this Instrument of Government must be supplied to every member of the Governing Body (and the Head teacher if not a governor.

Signed:  
Deputy Chief Executive

Date: