

ASSOCIATE SCHOOL AGREEMENT

Between

Droylsden Academy (to be known as Tame River Educational Trust)

And

Mossley Hollins High School

THIS AGREEMENT IS MADE ON THE

Between:

- (1) Droylsden Academy (to be known as Tame River Educational Trust)** a company limited by guarantee registered in England (company number) whose registered office is at (the Trust ”);
and
- (2) Mossley Hollins High School (“the School”)**

Background:

The Trust operates Droylsden Academy. The parties have for some time worked together to develop a multi academy trust with a view to the School converting to academy to become part of that Multi Academy Trust.

In order to achieve conversion to academy, PFI contracts entered into by the Local Authority and which funded the construction of the School must be novated to the Trust with certain assurances given by the secretary of State for Education. To date, despite agreement by both the Local Authority and the Secretary of State in principal, no agreement has been reached as to the novation of those contracts.

The purpose of this Agreement is to record the association of the School and the Trust, and their agreement as to the provision of Education, Finance, Business and Governance support services by the Trust to the School in order to realise the benefits of the proposed Multi Academy Trust to both Droylsden Academy and the School until such time as the PFI contracts are novated and the School becomes an academy as part of the Trust.

Now it is agreed as follows:

1. Definitions and Interpretation

1.1 In this agreement the following terms shall have the following meanings:

“Commencement Date”: 1 January 2022

“School Staff”: means any employees of the Metropolitan Borough of Tameside are assigned to the School or to services provided in connection with the School.

“Services”: the services specified in Schedule 1.

“Trust Staff”: the Academy Trust’s staff engaged in the delivery of the Services.

Term: the period from the Commencement Date until the Termination Date.

“Termination Date”: the date upon which either the School becomes an academy or the date upon which the parties agree that the Agreement shall be terminated..

“Working Days”: a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

“Scheme of Delegation”: The Trust’s Scheme of Delegation, a copy of which is attached to this Agreement at Schedule 2.

- 1.2 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
- 1.3 All parties will comply with all applicable Laws, regulations, policies and practices in the provision of the Services under this Agreement including, by way of example only, the Data Protection Act 1998 and the Freedom of Information Act 2000.

2. Appointment

The School appoints the Trust to provide the Services throughout the Term of this agreement.

3. Obligations

The Academy Trusts obligations are:

- 3.1 to provide the Services with all due diligence in accordance with reasonable professional standards so that the Trust complies with and meets in all material respects the requirements of this Agreement to the reasonable satisfaction of the Governing Body and HM Inspectorate of Schools;
- 3.2 not to assign or sub-contract for the provision of the Services without the prior agreement of the School;

- 3.3 ensure that any School staff working at the Trust's premises are covered by its insurance policies;
- 3.4 consult and liaise with the GB of School in respect of the exercise of any right by it, to the extent it reasonably considers that such matter is likely to affect the Services and shall take into account in good faith any timely comment, request or objection made by the School (acting reasonably).
- 3.5 For the avoidance of doubt, exercise of the Trust's right to enter into a Funding Agreement with the Secretary of State for Education in relation to another school or academy shall be deemed likely to affect the Services, as set out in 3.4 above, and in such circumstances trust will also consult and liaise with the LGB of DA – the forum for such consultation and liaison will be the Chairs Consultative Committee as set out in the Scheme of Delegation.
- 3.6 At all times act as it would were the school an academy operated by the Trust according to the Scheme of Delegation so far as is possible without undermining the statutory obligations of the Governing Body of the School.
- 3.7 to continue to work towards the School becoming an Academy within the Trust

The School's obligations are:

- 3.8 enable access by the Trust to the School for the provision of the Services;
- 3.9 ensure that Trust Staff working in Schools are covered by its insurance policies;
- 3.10 to support the Trust in the delivery of the Services, responding to any request for information or specific assistance diligently and not doing anything which may undermine the reputation or work of the Trust;
- 3.11 consult and liaise with the Trust in respect of the exercise of any right by it to the extent it reasonably considers that such matter is likely to affect the Services and shall take into account in good faith any timely comment, request or objection made by the Trust (acting reasonably).
- 3.12 To enable School Staff to take up secondment in the Trust in furtherance of the aims set out in the Scheme of Delegation.
- 3.13 to collaborate with the Trust following the Scheme of Delegation so far as is possible without undermining the statutory responsibility of its Governing Body;
- 3.14 to continue to, so far as is reasonable in the circumstances referred to in the Background above, and not so as to divert unduly the School's resources, work towards the School becoming an Academy within the Trust

4. Information Sharing

- 4.1 The Trust and the School will share pupil data, financial information and meeting minutes and reports as they would if the School were operated by the Trust in accordance with the Trust's Scheme of Delegation.

5. Parties' Confidentiality Obligations

- 5.1 Each party shall keep confidential all information relating to the provisions of this Agreement and to the business affairs of the other party whether such information is received orally or in writing or by any other means and shall not without the prior written consent of the other party disclose such information to any third party except as may be required by applicable law or regulation or by the rules or requirements of any relevant regulatory authority. The parties may only disclose confidential information received under this Agreement to their representatives who need to have access to it. The parties shall ensure that their respective representatives including any employees are aware of and agree to be bound by the provisions of this clause.

6. Secondment of Staff

The parties shall, in respect of each proposed secondment of staff as between them, have regard the core principles of the Trust as set out in the Scheme of Delegation and shall implement secondments with an agreement in the form attached at Schedule 3.

7. Confidentiality

- 7.1 Each party shall keep confidential all information relating to the provisions of this Agreement and to the business affairs of the other party whether such information is received orally or in writing or by any other means and shall not without the prior written consent of the other party disclose such information to any third party except as may be required by applicable law or regulation or by the rules or requirements of any relevant regulatory authority. The parties may only disclose confidential information received under this Agreement to their representatives who need to have access to it. The parties shall ensure that their respective representatives including any employees are aware of and agree to be bound by the provisions of this clause.

8. Termination

- 8.1 This Agreement shall continue the earlier of:

8.1.1 the date upon which the School becomes an academy; or

- 8.1.2 the expiry of written notice of not less than twelve months given by one party to the other, such notice to expire on 31st August

9. General Provisions

- 9.1 No provision of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 9.2 Each of the parties shall ensure that they comply with any relevant statutory obligations in the performance of this Agreement save that the parties agree that nothing in this Agreement shall operate so as to limit the exercise of, or fetter the discretion of the parties in respect of their statutory functions.
- 9.3 This Agreement may be executed in any number of counterparts each of which when executed shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.
- 9.4 If any term, condition or provision shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of any other documents referred to in this Agreement.
- 9.5 This Agreement and the documents referred to in this Agreement contain all the terms, which the parties have agreed in relation to subject matter of this Agreement.
- 9.6 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between the parties.

10. Notices

- 10.1 All notices under this Agreement shall be in writing and all certificates, notices or written instructions to be given under the terms of this Agreement shall be served by sending the same by first class post or by hand, leaving the same at:
- 10.1.1 :
or such other address as either party may from time to time notify to the other party.
- 10.2 Notices by post shall be effective upon the earlier of actual receipt and five Working Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices delivered by email will be effective 24 hours after transmission.

11. Freedom of Information

The parties agree that they will each cooperate to the extent they are legally able to do so to enable any party receiving a request for information under the Freedom of Information Act 2000 to respond to that request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other persons as appropriate and responding to any requests by the party receiving a request for comments or other assistance.

12. Service Fee

The school shall pay to the Trust a Service Fee as set out in paragraph 8 of the attached schedule.

IN WITNESS of which the parties have signed this Agreement on the date stated above:

Signed by

**authorised for and on behalf of
Tame River Educational Trust**

**authorised for and on behalf of
the Governing Body of Mossley Hollins
High School**

Date:

Date:

SCHEDULE ONE - SERVICES

1. Specification

The Trust shall provide staff, including the Chief Executive Officer, to discharge the Trust's obligations under this Agreement, carrying out some of their duties at the School but duties may be undertaken at other places.

2. Core Purposes

The Trust and the School have together drafted the Scheme of Delegation which sets out how they intend to operate as a multi academy trust at such time as that becomes possible.

The Trust, acting through its staff, will function at a strategic operational and management level reporting to its trust board. Trust Staff will work with the School's Senior Leadership Team including the Headteacher who will in turn report to the School's Governing Body as to the operation of this agreement.

Specific areas of work for the Trust include:

- 2.1 to work with the School to continue to build its capacity for continuous improvement through collaboration with the Trust Guilds (as described in the Scheme of Delegation);
- 2.2 to develop the operation and governance of the School through collaboration with the operational and governance structures of the Trust;
- 2.3 to enable the School to obtain goods and services procured centrally by the Trust and to obtain best value from the contracts to which the School is a party, including the PFI Contract.

with a view to the School becoming an Academy as part of the Trust at the earliest opportunity provided that nothing in this Agreement shall usurp the statutory powers, authority or responsibilities of Governing Body in relation to the School.

3. Method

In seeking to achieve the Core Purposes, the specific duty of the Trust is to provide advice and assistance to the School's Headteacher and Governing Body in relation to the operation and governance of the School, including:

- 3.1 to co-ordinate and support the work of the Headteacher and Senior Leadership Team;
- 3.2 to support school improvement at all levels of quality of education, leadership and management, behaviour and attitudes, personal development, Talent HR

Strategy and overall effectiveness, in line with the Academy/School Improvement Plan;

- 3.3 to provide finance and business support alongside the Schools' agreed budgets for the school and in line with the local authority's processes and procedures;
- 3.4 to support the Schools, in the management of staff including with regard to any performance management in accordance with any applicable procedures (and the School agrees that these will not be altered during the term of this agreement without the Trust first having the opportunity to consider and comment on the proposed changes).
 - 3.4.1 Such support shall mirror the provision in the Scheme of Delegation provided that at all times it shall be clear that it is the Governing Body of Mossley Hollins who make decisions about such matters in respect of School Staff, taking into account advice and recommendations from the Trust ; and
 - 3.4.2 The Trust shall consult the School in relation to the management, including performance management, of Trust staff in so far as their work relates to the provision of the Services; and
 - 3.4.3 The School and the Trust shall share information, anonymised as appropriate, to ensure consistency in the application of staff performance, including performance management and pay reviews.
- 3.5 to assist with the development of the best practice in all school policies and procedures, including dissemination implementation, training and enforcement;
- 3.6 to assist with maintaining and or raising standards of discipline and attendance of all students;
- 3.7 to assist increasing the number of applications for places if the Schools are under-subscribed;
- 3.8 to assist in maintaining and/or raising the status of the School in the eyes of the community it serves;
- 3.9 to assist in maintaining and/or raising the attainment levels of all pupils in the Schools;
- 3.10 to determine whether the Schools have the appropriate ICT infrastructure to meet the needs of the pupils and staff and to make proposals for any additional provision as may be considered appropriate;
- 3.11 to assist in the design and delivery of the training and development programme for all senior and middle school leaders and other staff;

3.12 to assist to ensure consistency of practice in all that the Schools do;

3.13 to support the School in curriculum planning for all learners.

For the avoidance of doubt, Trigger of interventions -

4. Collaboration

The Trust will ensure that staff are deployed to the School as may be reasonably necessary for the purposes of delivery of the Services and to assist in achieving the Mission and Core Purposes and specification above, and the School will facilitate collaboration by ensuring that School staff are able to attend meetings, training and other appropriate activities in other schools operated by the Trust, consistent with the Scheme of Delegation.

In seeking to achieve the Trust Mission and Core Purposes the Trust will support school improvement at all levels of: quality of education; leadership and management; behaviour and attitudes; personal development; in the Talent HR Strategy; and overall school effectiveness, in line with the Academy/School Improvement Plan.

5. Process

With effect from the Commencement Date, the Trust shall deliver the Services. The CEO shall agree with the School the method of work in order to achieve the aims and specification. The School may make reasonable representations to the Trust about the methods of work utilised by the Trust and the Trust shall consider all such reasonable representations when deciding the method of work adopted.

6. Monitoring and Reporting Arrangements

The CEO shall report to the Trust's Board as required and work with the School's Headteacher to report to the Governing Body.

7. Conditions of Service

The Trust must ensure, and upon reasonable request, shall provide evidence that staff attending the school have an up to date disclosure and barring service check which does not indicate unsuitability for the delivery of the Services.

8. Service Fee

The Service Fee shall be determined in accordance with the provisions for assessing the contribution made by academies in the Trust to the provision of central services.

Where School staff are deployed to the Trust the cost will be set off against the Service Fee.

The Service Fee shall be paid in arrears on the last day of each month.

