
Memorandum of Agreement

THE LINK ACADEMIES COLLABORATIVE TRUST

This **AGREEMENT** is made on day of

2013

BETWEEN:

(1) THE LINK ACADEMIES COLLABORATIVE TRUST ("LACT"); and

(2) PEATMOOR COMMUNITY PRIMARY SCHOOL (a charitable company limited by guarantee in England and Wales under Company Number 08714452);

SHAW RIDGE PRIMARY SCHOOL (a charitable company limited by guarantee in England and Wales under Company Number 08714241);

WESTLEA PRIMARY SCHOOL (a charitable company limited by guarantee in England and Wales under Company Number 08713214);

MILLBROOK PRIMARY SCHOOL (a charitable company limited by guarantee in England and Wales under Company Number 08713217)

("the Members").

Together referred to hereafter as 'the Parties'

BACKGROUND

- A. LACT is a charitable company limited by guarantee which has been established to support the operation of a number of schools forming part of LACT.
- B. The Members have each agreed to participate in the Company in order to facilitate collaboration between the Member Schools and to create a structure for offering mutual support.
- C. The purpose of this Agreement is to set out the framework within which the Company is intended to operate and to establish the respective rights and obligations of the Members.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 In this Agreement:

1.1.1 the headings are for ease of reference only and shall not affect the interpretation of this Agreement;

1.1.2 words denoting the singular include the plural and vice versa;

1.1.3 words denoting one gender include each gender; and

1.1.4 words denoting persons include bodies corporate and unincorporated associations and vice versa.

- 1.2 In this Agreement, unless otherwise specified or the context otherwise requires, a reference to:
- 1.2.1 a clause is to a clause in this Agreement; and
- 1.2.2 this Agreement includes its schedules and annexes.
- 1.3 In this Agreement, the following words and expressions shall, where the context admits, have the following meanings:

“Academy”

means an educational institution which meets the requirements of either section 1A, 1B or 1C of the Academies Act 2010 and “Academies” means more than one such Academy;

“Articles of Association”

means the Articles of Association of the Member, as amended from time to time;

“Charges”

means the charges levied by LACT for the support offered to the Member, as detailed within this Agreement;

“Education Acts”

means the Education Acts as defined in section 578 of the Education Act 1996 and any subsequent relevant legislation, including the Academies Act 2010 and any regulations made under the Education Acts;

“Funding Agreements”

means the Funding Agreement entered into between the Secretary of State for Education and the Members;

“Improvement Plan”

means a plan to provide measures for effective monitoring, reviewing and ultimately improving the members of the Partnership;

“Member”

means each of the parties from time to time to this Agreement (including any person who becomes a party by executing a deed of adherence pursuant to clause [x]), together with their respective successors and assigns and “Members” means all of them together;

“Partnership”

Means the relationship between the Parties (but which, for the avoidance of doubt, does not constitute a partnership within the meaning of the Partnership Act 1890);

“Partnership Contribution Rates”

Means the rates for the provision of certain services regulated by LACT and supplied to the Members, as agreed from time to time pursuant to the provisions of this Agreement;

“RAB”

the Raising Attainment Board to be established as further detailed at clause 3;

“Values and Protocol”

means the statement of values and the protocol in respect of the operation and aims of the Company **[the current form of which is set out at Annex B to this Agreement]**, as may be established from time to time by the Company.

2. Role of LACT

2.1 The Parties agree that LACT will:

2.1.1 Pursuant to the terms of the Articles of Association of each of the Members shall:

2.1.1.1 have the ability to appoint and remove a number of governors as detailed in Article 51A of the Articles of Association; and

2.1.1.2 act as a member of each of the Members pursuant to the provisions of Article 12A the Articles of Association;

2.1.2 Establish the Raising Attainment Board, as further detailed at clause 3;

2.1.3 Help maintain and develop the ethos, vision and values of the Partnership,

2.1.4 Develop guidance documents, including a code of conduct to govern the relationship and expected contributions of the Parties;

2.1.5 Monitor the finances, health and effectiveness of each Member to ensure probity and good practice;

2.1.6 Collate views and responses to and from the Partnership;

2.1.7 Monitor performance and delivery of the LACT objectives and the impact on the Member and the Other Members;

2.1.8 Present joint views and perspectives when appropriate;

2.1.9 Provide and develop a vision for the Partnership with a three-year strategy within the broad vision of the LACT, in consultation with the Members and their governing bodies;

2.1.10 Monitor the quality of the Partnership’s “brand” and promote this within the Partnership and the wider community;

2.1.11 Develop a LACT Improvement Plan;

2.1.12 Receive, respond to and provide such reports as are required (including, but without limitation, Ofsted);

2.1.13 Receive financial information and to approve and monitor the Partnership’s budget;

- 2.2 The Members agree that they shall co-operate fully with LACT in assisting LACT in the fulfilment of the responsibilities and functions detailed at clause 2.1.

3. Raising Attainment Board

- 3.1 The RAB will be established as a sub-committee of the board of LACT and will include as its members ("**RAB Members**"):

- 3.1.1 The Headteacher from each of the Members;
- 3.1.2 A non-voting member drawn from the senior leadership team of each of the Members;
- 3.1.3 At least two and up to 5 persons with relevant expertise. The nature of the expertise required will be determined by LACT but would include, by way of example, persons with relevant financial and school improvement expertise.

3.2 RAB Members will serve terms of office of up to four years, with the exception of those appointed pursuant to clause 3.1.3 who may only work for a specific time to focus on particular school improvement areas.

3.3 In the event that a RAB Member ceases to be employed by a Member, then his term of office will automatically cease.

3.4 The RAB will meet at least termly and its meetings would be focussed on certain areas in rotation, to include, for example, leadership and governance, literacy, standards etc..

3.5 The RAB will review the detail of standards at each of the Academies and will provide advice and guidance to LACT on such issues. As such, LACT will be a more strategic body.

3.6 The RAB will in particular, but without limitation, review the standards at each school and will consider recommending to LACT the issue of a notice of improvement ("**Notice of Improvement**") where it considers that an Academy is in need of further assistance to improve standards. The RAB will consider, but will not be solely guided by, the Academy's Ofsted grading. In general terms:

3.6.1 if an Academy is rated as requiring improvement or in special measures (or such other categories as may be in place from time to time to describe schools with weaknesses), then a Notice of Improvement is expected to (but may not necessarily) be in place; ;and

3.6.2 a school could be served a Notice of Improvement even if Ofsted still rate the school as good. It would be less likely, however, that a school would have a Notice of Improvement withdrawn if it remained in special measures or requires improvement in Ofsted terms.

3.7 The LACT will meet to consider the advice of the RAB.

4. Role of Members

- 4.1 The Members agree that they shall use all reasonable endeavours to:
 - 4.1.1 Raise educational standards, and the aspirations and outcomes of educational achievement among all students at the Academy operated by the Member;
 - 4.1.2 Co-operate with the work of the RAB;
 - 4.1.3 Develop students as independent learners and exploit the potential of technology to develop personal learning; promoting a lifelong-learning culture;
 - 4.1.4 Increase pupil opportunities and access to learning;
 - 4.1.5 Share ideas, experiences, skills and perspectives in order to achieve efficiencies and economies of scale and to attain and maintain high standards of best educational practice;
 - 4.1.6 Strengthen the Academy's leadership and governance in order to respond more swiftly to the needs of the Academy and its community;
 - 4.1.7 Improve communication and links with families to ensure that the Academies are at the heart of their communities;
 - 4.1.8 Develop healthy and happy young citizens who understand the importance of the wellbeing agenda and lifestyle choices.

5. Intervention

- 5.1 In the event that a Member begins to show a significant or sustained decline in standards or performance the Member agrees to permit LACT to take steps to intervene in the operation of the Member to address the decline.

6. Financial Terms

- 6.1 In order to benefit from membership of the Partnership, it is recognised that an annual charge will be levied in accordance with the Partnership Contribution Rates.
- 6.2 The Partnership Contribution Rates will be calculated by reference to the size but not to the standards or performance of the Academy, unless otherwise agreed by the Members.
- 6.3 The Partnership Contribution Rates will be subject to annual review by LACT in consultation with the Members, with any changes to be effective at the start of each academic year. Members shall be notified of any proposal to change the Partnership Contribution Rates by at least 30 June in each year.
- 6.4 LACT will issue invoices on an annual basis in advance and the Member shall pay the invoices within 30 days of receipt.

7. Withdrawal from this Agreement

- 7.1 If at any time either LACT or the Member wishes to discontinue the arrangement whereby the Member is part of the Partnership, the consent of at least 75% of the members of LACT will be required.
- 7.2 In the event that such consent is forthcoming, the following provisions of this clause shall apply to deal with the practicalities of withdrawal.
- 7.3 LACT and the Member shall endeavour to reach a preliminary agreement as to how and on what time-scale the arrangement should be terminated, so as to cause the least disruption to the day to day running of the Member and of the Partnership.
- 7.4 Once the preliminary agreement is agreed, the Parties shall use all reasonable endeavours to give effect to such agreement.
- 7.5 Unless otherwise agreed by the Parties, a minimum notice period of six months, to expire on 31 August in any year, is required to leave the Partnership (this is required to ensure an orderly exit, including, for example, dealing with any financial implications of the termination of staff contracts).
- 7.6 If the Parties cannot reach a preliminary agreement, the proposed timescale and strategy for exit shall be referred to a mediator to be appointed by the Centre for Effective Dispute Resolution (CEDR). All Parties agree to abide by the decision of the mediator.
- 7.7 Once a proposed timetable and exit strategy are agreed, the proposals shall be submitted to the Department for Education for the Secretary of State's approval, and shall include proposed amendments to the Articles of Association that will be necessary to effect the withdrawal.
- 7.8 Once approved by the Secretary of State, the governors of the Member shall use all reasonable endeavours to assist in the withdrawal process to ensure the least disruption to the day to day running of the Member and the Partnership.

8. Admission of new members

- 8.1 In the event that the Parties wish to admit a new member into the Partnership, the consent of all Members will be required. If such consent is forthcoming, the Parties will cooperate in making such changes as may be required to the Articles of Association.
- 8.2 Any new Member will be required to sign a deed of adherence pursuant to which it will agree to be subject to and to comply with the terms of this Agreement.

9. Interrelationship with Articles

Subject to any applicable law in the event of any ambiguity or conflict between this Agreement and the provisions of the Articles of Association (as amended from time to time), the terms of the Articles of Association shall

prevail.

10. Law and jurisdiction

This Agreement shall be governed by English law and the Parties hereby submit to the jurisdiction of the English courts.

11. Variation

No amendment or other variation to this Agreement shall be effective unless it is in writing and is dated and signed by or on behalf of each of the Parties.

12. Term

12.1 This Agreement shall come into force on the date appearing at the beginning of this Agreement and shall continue in force for all Parties unless and until the earlier of

12.1.1 the termination of the Funding Agreement of a Member (in which event that Member shall cease to be a Party to this Agreement, but this Agreement will otherwise continue in full force and effect; and

12.1.2 the service of notice by one party on the other party of its intention to terminate this Agreement provided that the other party agrees that this Agreement should be so terminated.

13. Entire Agreement

13.1 This Agreement constitutes the entire and only agreement between the Parties in relation to the matters contemplated by this Agreement and supersedes all prior written or oral agreements and understandings between the Parties in relation to such matters.

13.2 Each of the Parties acknowledges that in entering into this Agreement it has not relied on any representation, warranty, agreement, undertaking or statement not set out in this Agreement and that (in the absence of fraud) it will not have any claim, right or remedy arising out of any such representation, warranty, agreement, undertaking or statement.

14. Assignment

14.1 The Parties shall not assign or transfer any of their rights and/or obligations under this Agreement.

15. Counterparts and delivery

15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which shall together constitute one and the same document.

15.2 If this Agreement is executed in more than one counterpart, it shall be deemed to be delivered and shall have effect when:

15.2.1 each Party has signed a counterpart of this Agreement;

15.2.2 each Party has handed over such counterpart to one of the other parties to this Agreement; and

15.2.3 each of the counterparts has been dated.

15.3 If this Agreement is not executed in more than one counterpart, it shall be deemed to be delivered and has effect when each Party has signed it and it has been dated.

16. The Contracts (Rights of Third Parties) Act 1999

Nothing in this Agreement confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS of which this document has been duly signed as a deed and delivered on the date written at the beginning of this deed.

EXECUTED AS A DEED BY)
THE LINK ACADEMIES)
COLLABORATIVE TRUST)
acting by:)

Director:

In the presence of:

Witness

Address

Occupation

EXECUTED AS A DEED BY)
PEATMOOR COMMUNITY)
PRIMARY SCHOOL)
Acting by)

Director:

In the presence of:

Witness

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