



Associate Membership Policy and Procedure

Level of Delegation:	Trustees	Approval date:	25 March 2022
Reviewed:	27 March 2023	Next review due:	March 2024

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1. Introduction

The DfE and trust sector recognise that trust partnerships, or Associate Membership, can enable trusts and schools to work together for mutual benefit.

This policy seeks to:

- Explain BOAT's approach to 'Associate Membership' partnership working, including undertaking due diligence of risk and benefit.
- Outline the process by which schools can seek to become an associate member.

This document includes our model Service Level Agreement (SLA) – See Appendix A.

1.1. Website Information

On our website we outline our Associate Membership scheme:

Associate Membership – Get on board!

Joining or working with an academy trust such as the Bishop Otter Academy Trust, is a significant decision to make. Schools need to carefully consider what is in the best interests of their children and communities and whether their vision and values align with those of the trust. The Associate Membership scheme provides an exciting opportunity to trial working in partnership, on a temporary basis, with a growing family of schools.

Associate Membership, also known as trust partnerships, are a time-limited arrangement, allowing schools and trusts to come together in mutually beneficial partnerships. It is offered to maintained schools that wish to explore what life is like as part of a multi-academy trust.

The concept of 'koinonia' (Greek for community or partnership) is a central value for the Trust. As an African proverb says, 'If you want to go fast, go alone. If you want to go far, go together.'

The Trust believes that school to school support and effective partnerships with other schools can have a positive impact on our children, families, staff and wider communities. We recognise the stimulus and learning that comes from engaging with a range of schools and we are open to learning from other schools.

The Trust will encourage its academies to look outwards as well as inwards for improvement support. It will also encourage schools which are not part of our family to consider becoming an associate member and/or joining the trust. Associate Membership does not deliver the full benefits of formally joining an academy trust but is a time-limited way for all parties to explore how a permanent arrangement might work. The policy of the trust is that associate membership is for a maximum of 12 months and is limited to two schools at a time.

Service Level Agreement (SLA) in relation to a Trust Partnership

A trust partnership is a sector-led arrangement where a school and trust work together, testing whether a formal partnership will benefit both parties. There are a variety of reasons why a trust and school might choose to enter a trust partnership. Partnerships can allow strong schools and trusts to explore the benefits of collaborating (for instance, sharing expertise through headteacher and subject expert networks). They also allow a school to access a trust's networks and services. Trust partnerships can also be used as a powerful school improvement tool, allowing vulnerable schools to access support from a strong trust.

Trust partnership arrangements are often governed through formal documents. The ability of both parties to set terms and conditions that work for them is key to a successful partnership. The model SLA, published by the DfE and adapted by the trust is intended to be adapted to individual circumstances and used flexibly.

Trust partnerships are not to be considered a replacement for converting to academy status or a routine preliminary step before academy conversion takes place. However, they may help support schools awaiting conversion by allowing them to work collaboratively with the academy trust before the conversion process is completed.

The above is an extract from our Associate Membership Policy and Procedures, which is available here: [Join Us - Bishop Otter Academy Trust \(boat.academy\)](https://boat.academy)

2. Key components of Associate Membership

Whilst flexibility is vital to trust partnerships, the DfE recommends that the following components are key to any arrangement:

- It should be time-limited, typically 12-18 months. It is imperative that none of the parties involved considers a trust partnership as a long-term solution, or a replacement for conversion.

- During the partnership, the governing body of the school should give due consideration to academisation/merging through formal consultation where required.
- Activity undertaken as part of the partnership should focus on teaching and leadership. Trust partnerships are usually focused on activities such as academy trust-wide training opportunities, headteacher mentoring and support, and cross-trust benchmarking of data.
- All arrangements should be recorded through formal documentation. Whilst documents may vary, academy trusts have expressed the importance of each party being clear from the outset about the terms, any costs, expectations, and objectives of the arrangement.

The trust will consider how long initial associate membership should last, on a school by school basis.

3. Associate Membership in Practice

3.1. Core Activities

On a day to day basis, all schools, including Associate Member schools can access and contribute to a number of trust activities. The aim is to ensure that core activities are cost neutral as the focus is on schools working collaboratively together. This enables costs to be kept to a minimum whilst recognising, using and celebrating best practice in the schools involved.

For example, the trust will:

- Involve the school in cross-trust data moderation.
- Involve the school in cross-trust activities such as:
 - Joint school council, eco-council and worship ambassador meetings (virtual).
 - Pupil level competitions and collaborations.
- Share school improvement models proven to be effective within the classroom.
- Facilitate collaborative work with self-evaluation and school development plans.
- Encourage mutual support and facilitate cover for Designated Safeguarding Leads.
- Encourage participation in trust networks such as:
 - ‘BOAT Heads’ meetings, for mutual support and encouragement, sharing of good practice and for strategically planning.
 - Subject leader and key stage / phase / year group networks.
 - School Business Manager / Bursar network.
 - Governor networks.
- Enable access to professional training opportunities and materials e.g. potential joint INSET days and staff meetings, visiting other schools.
- Provide access to relevant trust policies (excludes policies such as HR and Finance which should be provided by the local authority and are not compatible with trust policies).
- Encourage sharing of worship resources and materials.

This is not an exclusive list and is likely to expand at the request of the trust and associate schools as capacity allows.

The school is expected to:

- Participate in, and prioritise, collaborative working in the trust.
- Ensure communication between the school and trust is effective.

3.2. Core Support

As well as participation in ‘**core activities**’, Associate Members will also benefit from much of the same ‘**core support**’ that is offered to all trust schools. The core support for Associate Members should achieve two things:

1. It should support the school in line with any Trust Partnership SLA.

2. It should enable both the trust and school to identify the strengths and areas for development of the school which may contribute to the 'due diligence' process if a school decides to join the trust.

Some core support will be provided at no additional charge and/or may be covered by grant funding.

Where applicable, the cost of 'Core Support' will be charged monthly on a day rate basis. (See Appendix A: Service Level Agreement in relation to a Trust Partnership – Schedule 1: service charge).

Core support – For example the trust will:

3.2.1. Included (no additional charge)

- Undertake an annual audit and review of website.
- Support safeguarding and share resources.
- Share policies (Note: Some policies are only suitable for academies).
- Provide on-going email/phone support.
- Attend and support governing body meetings (once per half term) by a senior leader or trustee.
- Provide advice and example documentation with regards to recruitment e.g. adverts, job descriptions, person specifications, interview questions and tasks.
- Circulate regular bulletins for staff e.g. celebrating good practice, sharing of resources, information about health and safety issues.
- Publish regular news for parents and carers.
- Circulate the monthly/half termly Executive Head report to Trustees which includes educational updates.
- Enable access to the governor section of the trust's website (under development).
- Provide trust-wide training opportunities.
- Provide guidance on effective recruitment and retention strategies to attract and train new colleagues and to retain and develop colleagues to remain within the school and trust.
- Share information and good practice on the collective benefit of workforce planning across the academies/group of academies within a trust.
- Share information and good practice on the collective benefit of operating governance processes and financial management across the academies within a trust.

3.2.2. Additional per-day charge for associate schools

- Provide mentoring and support to the headteacher and other senior leaders (Note: general phone and email support is included).
- Attend recruitment activities e.g. shortlisting and interviewing.
- Provide guidance on financial management and governance, including support through cross-trust monitoring and personnel.
- Undertake safeguarding audit.
- Audit and support development of policies.
- Undertake termly review of School Development Plan.
- Undertake termly walk (style and focus to be agreed with the associate school).
- Undertake termly review of pupil progress data.
- Undertake annual review of the Premises Development Plan.
- Undertake annual review of IT Development Plan / Rolling programme.
- Undertaken annual premises, health and safety review (e.g. walk around).

3.3. Additional Support

The Trust Partnership Service Level Agreement could include optional services as mutually agreed. This could include:

- Additional school improvement work.
- Deep dive teaching and learning reviews.
- Finance and School Business Manager/Bursar support.

- In person support with recruitment (E.g. shortlisting and interviewing).
- Emergency headteacher cover (where possible).
- Compliance review.
- Admin and clerking services.

The cost of any additional support will be charged monthly on a day rate basis. (See Appendix A: Service Level Agreement in relation to a Trust Partnership – Schedule 1: Payment based on monthly invoicing).

3.4. Bespoke Services

The trust could negotiate or broker a range of services with and between its schools and associate schools. This could include:

- Brokering school to school support between schools.
- Commissioning services from an associate school to support a trust school.
- Enabling a member of staff to undertake a secondment with another school.

The cost of any bespoke support will be charged as mutually agreed (See Appendix A: Service Level Agreement in relation to a Trust Partnership – Schedule 1: Payment for specific services).

3.5. Governance

It should be noted that the governing board of an associate school retains all governance responsibility whilst the school is an Associate Member of the trust.

3.6. Further information

The DfE has produced ‘Trust Partnerships – Guidance for academy trusts and prospective joiners’ (October 2021): [Trust Partnerships guidance for academy trusts and prospective joiners.pdf](#) It includes information and case studies to support academy trusts and schools to establish trust partnerships. This publication should be read in conjunction with the DfE’s model service level agreement (SLA) ([Click here](#)) and more comprehensive guidance for academy trusts and prospective converters which provides a broader overview of the benefits of the academy trust system. See: [multi-academy-trusts-establishing-and-developing-your-trust](#).

The trust has developed a Service Level Agreement (See Appendix A) in relationship to a Trust Partnership which is based on the DfE model above.

3.7. Process – for setting up a Trust Partnership SLA

3.7.1. Initial information

The trust will seek to inform potential associate schools about its ‘Associate Scheme’ including:

- Providing information on its website and through its publications.
- Contacting schools who may be interested about this scheme.
- Sharing information about the associate scheme to school who enquire.
- Presenting information to governing bodies and answering any questions that they may have,
- Encouraging the diocese to inform governors about the trust’s associate scheme.

3.7.2. School considerations – Risk Assessment

The school’s board of governors are encouraged to:

- Make sure they are clear from the outset on the objectives of the relationship. Consider why they want to be an associate school with BOAT.
 - What can they give to the trust?
 - What do they need from the trust?

- Ensure they know what the offer will be, including the expectations of what each party will bring to/expect from the arrangement.
- Take time to consider whether BOAT is the right trust to work with.
 - Act in the best interest of its pupils and community.
 - Consider the likely views of staff, parents and wider community.
 - Consider to what extent the vision of the trust is in line (or not) with its own.
 - The impact of any agreement on pupils, staff workload.
- Take time to consider the “hidden costs” of any arrangement – particularly in the amount of time and resource required from the leadership team.
- Be aware that these relationships are time-limited. They allow you to experience the benefits of being in a particular trust as you consider joining.
- If a church school, to consult with the diocese prior to seeking a trust partnership and that they need to receive consent to do so.

3.7.3. Trust considerations – Risk Assessment

Trustees will ensure that taking on additional associate school(s) does not put the trust and its existing schools at risk. In considering a partnership, the board of trustees will:

- Ensure the objectives of the relationship are clear.
- Ensure they know what the offer will be, including the expectations of what each party will bring to/expect from the arrangement. E.g.
 - The needs of school wishing to become an associate school.
 - The capacity of the school to support existing schools within the trust.
- Take time to consider the “hidden costs” of any arrangement – particularly the amount of time and resource needed from academy trust leaders.
- Ensure that if the relationship is to provide effective school improvement, that there is contractual flexibility to deal with unexpected issues. E.g.
 - Any pay-as-you-go support.
- Consider what additional evidenced based professional development and support may be available, that meets the needs of the school.
- Undertake due diligence including the benefits (including opportunity) and risks of the school becoming an associate member, and consider:
 - How many academies are in the trust
 - How many associate schools are in partnership with the trust
 - Existing strategic priorities within the trust
 - Capacity of senior leaders within the trust (including its schools)
 - The geographical location of the school
 - The likelihood that the school will become an academy

See section on Risk below.
- Consider the views of the trust’s executive leadership, the relevant governing body, the diocese and, where applicable, the Regional Schools Commissioner (RSC).

Consider if a the proposed partnership can be supported via additional DfE grants e.g. Trust Capacity Fund (TCaF) or whether the school is eligible for the Trust and School Improvement Offer funding (or similar) which may be provided to support a partnership arrangement, subject to DfE approval. See: <https://www.gov.uk/guidance/trust-and-school-improvement-offer>

3.7.4. Becoming an associate school – Process

Governors should:

- Consider any risks and undertake due diligence (See ‘school considerations’ above).
- Vote on whether to pursue becoming an associate school with the trust (This should be minuted).
- Write to the diocese seeking their views on becoming an associate school with BOAT.
- Ask the chair to inform the trust about their intention to become an associate school.
- Delegate to the chair or head the task of negotiating the detail of any agreement with the trust.
- Liaise with the trust about how to communicate with pupils, parents, staff and the wider community about any partnership agreement.
- Monitor the implementation and impact of any partnership agreement.

3.7.5. Welcoming ‘on board’ a new associate school

Trustees will:

- Receive requests to become an associate school and consider the risk and benefits (see ‘Trust considerations’ above).
- Consult with the diocese and keep them closely informed.
- Inform the Regional Schools Commissioner (RSC) office of plans to enter a trust partnership SLA and get their agreement.
- Apply for additional funding from the DfE where possible (see above).
- Decide whether to enter the proposed trust partnership (and any specific conditions) or not.
- Sign the agreement (Chair of Trustees to do this).
- Monitor the implementation and impact of any partnership agreement.

3.7.6. Risk – further information

The trust will consider the risk of taking on an associate member – and schools are encouraged to do the same for becoming an associate member.

Likelihood	RISK MATRIX				
Very high	Yellow	Yellow	Red	Red	Red
High	Green	Yellow	Yellow	Red	Red
Medium	Green	Yellow	Yellow	Red	Red
Low	Green	Green	Yellow	Yellow	Red
Very low	Green	Green	Green	Green	Yellow
	Very low	Low	Medium	High	Very high
	Impact				

3.8. Impact rating guide

Impact	Description
Very high	The impact has a serious impact on the trust's strategy and vision
High	The impact will be high and it has a significant impact on the trust's strategy and vision
Medium	The impact will be moderate and/or it has no more than a moderate impact on strategy or on teaching and learning
Low	The impact is likely to be low and it has a low impact on strategy or on teaching and learning. It is unlikely to cause any reputational damage to the trust
Very low	Little or no impact

3.9. Control measures

These control measures are based on the "4 Ts" approach in the ESFA guide to risk management (link [academy-trust-risk-management](#)). The trust will consider two factors:

- How much risk the trust is willing to accept to achieve our objectives ('risk appetite').
- What your capacity and resources are for managing risks. The more appetite and capacity for risk you have, the more you're likely to tolerate or treat risks. If you have financial resource but not necessarily the internal expertise/people, you may be more likely to transfer.

The four T's are:

- **Tolerate:** The trust does not need to take action. The cost of the control (or effort to control) may be higher than the cost of the risk, or if the impact of the risk is so low that it's an acceptable risk to have happen.
- **Treat:** Steps are required to minimise the likelihood and/or impact of the risk.
- **Transfer:** Move the risk on. This could be by limiting services being offered or services being commissioned by a third party.
- **Terminate:** The trust decides to take steps to avert the risk entirely by making significant changes to any agreement that could bring it about, or abandon the process entirely i.e. not enter into a partnership agreement.

Risk Register – The trust will review this on a school by school basis, as required.

Sample section of risk assessment below:

Risk Area / Description (see MAT AF*)	Risk to the trust	Risk likely-hood	Risk impact	Overall risk	Control measure	Existing internal controls	Risk Trigger	Contingency plan	Residual risk
1A Clarity of purpose (vision): -The associate school does not share the vision of the trust, including Christian ethos around 'Wisdom for life'	Lack of collaboration and directional disagreement resulting in reputational damage	Very low	Medium	Low	Ensure governors and senior leaders share vision. This is particularly important if the school is not a CoE school and/or has a weak Christian ethos	Trust presentation to governors and senior leaders	Senior leaders or governors do not share vision or collaborate	Meeting between trust and school to discuss vision and to realign	Very low
-The school does not share the trust's evidence based approach or commitment to 'educational excellence'	The trust is unable to have any impact on quality of education resulting in reputational damage	Low	Low	Low	Trust to ensure that school is aware of its vision of education. School leaders to visit and talk to staff in the trust's current schools.	Trust to review website, look at benchmarking sites and discuss with govts/leaders	School persists in following educational approaches not based in research	Review of quality of education with school against research base.	Low
-The school does not prioritise 'community and partnership' including church-school partnerships (unless not a CoE school)	Lack of collaboration results in lack of impact, loss of expertise and benefits of collaborative working	Low	Medium	Medium	The trust ensures that the vision and expectations for collaborative working are clear. Communication is effective between both parties.	Trust presentation to governors and senior leaders. Head to discuss with existing heads	Senior leaders or governors do not collaborate with the trust.	Meeting between trust and school to discuss collaborative partnerships	Low
1B Understanding of need: The school (governors and/or leaders) do not accept or understand the needs of pupils, its performance and/or improvement priorities.	The trust is unable to have any impact on the quality of education resulting in reputational damage.	Low	Low	Low	Discussions with senior leaders/governors to ascertain understanding of need, including where the school thinks the trust can be of assistance.	Trust to undertake review of Ofsted / SIAMS reports, data comparison sites, and any advice from the diocese	Governors and/or leaders do not 'listen' or accept issues identified by the trust or others.	Commission independent review of need, performance and/or improvement priorities.	Low
1C Leading a culture of improvement: -The school does not have high aspirations	The trust is unlike to have an impact on quality of education.	Very low	Low	Low	Discussions with senior leaders/governors to ascertain aspirations	Review of website and discussion with leaders.	The school maintains low aspirations	Meeting with the trust / school to agree priorities	Low
-The school and trust do not share understanding of autonomy verses non-negotiables.	Impact is likely to be limited. The school is unlikely to join the trust.	Very low	Medium	Low	Trust to explain rationale for what would be a non-negotiable as a permanent school in the trust.	Trust to articulate evidence based reasons.	There is disagreement about autonomy.	Trust school to review Scheme of Delegation	Low
-The school's staff do not genuinely engage	The school is less likely to join the trust. Lack of cooperation leads to lack of impact. Possible reputational damage	Low	Medium	Medium	Ensure staff know vision and hear benefits from existing staff. Provide opportunities for collaborative working.	Trust to have clear communication strategy	Staff do not participate in collaborative activities	Review trust partnership agreement	Low

*See MAT Assurance Framework (DfE)M

Appendix A: Service level agreement in relation to a trust partnership

February 2022 (Based on DfE model – April 2021)



[Sections highlighted in yellow need to be edited or deleted]

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Key information

- **Party 1 (“trust”)**

The board of trustees of	Bishop Otter Academy Trust
Chair of trustees:	Jenny Barnard-Langston
Address:	c/o St Nicolas and St Mary CE Primary School, Shoreham, West Sussex.

- **Party 2 (“school”)**

The governing body of	[Add]
Chair of governors:	[Add]
Address:	[Add]

The parties are known collectively as the partnership

- **Partnership start date:** [TBC]
- **Partnership end date:** 31st December 2022

- **Is there the possibility of extending the partnership beyond the partnership end date?** [Yes]

If so, specify the maximum term. Until 31st March 2023

- **Service charge:**
 - See schedule 1
 - Payment will be by BACS
- **Internal reference number:** [INSERT HERE]
- **Purchase order:** [if a PO is needed before payment will be released, specify number and details]

The services:

- See schedule 2

Terms and Conditions of the partnership agreement

I. Definitions and interpretation

I.1 The following terms have the following meanings for the purposes of this agreement:

Academy means an academy established in accordance with the Academies Act 2010;

Academy order an order made by the Secretary of State under the Academies Act 2010, section 4;

Agreement means this agreement between the parties;

BOAT means the trust, Bishop Otter Academy Trust;

Confidential information means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either party and all personal data and sensitive personal data within the meaning of the data protection legislation. Confidential information shall not include information which:

- was public knowledge at the time of disclosure;
- was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- is independently developed without access to the confidential information;

Consultation means consultation as required in accordance with Academies Act 2010, section 5;

Existing IPR means any and all IPR that are owned by or licensed to either party which are or have been developed independently of the agreement whether prior to the date of the agreement or otherwise;

EIR means the Environmental Information Regulations 2004;

FOIA means the Freedom of Information Act 2000;

Intellectual Property Rights (IPR) means any copyright, rights in designs, database rights, domain names, trademarks, service marks, patents or any applications for any of the foregoing, know-how or similar rights or obligations (whether registerable or not) including Moral Rights as defined in Chapter IV of the Copyright, Designs and Patents Act 1988;

New IPR means IPR in items created by the trust (or by a third party on behalf of the trust) specifically for the purposes of the agreement and updates and amendments of these items including (but not limited to) data base schemes;

Partnership means the arrangement between the parties as set out in this agreement;

Parties means together the school and the trust;

Request for information means a request for information under FOIA;

Secretary of State means the Secretary of State for Education;

Services means the services to be provided by the trust during the partnership as set out in schedule 2 (services);

Service charge means the charges for the services as set out in schedule 1 (service charge);

SVA means the Safeguarding Vulnerable Groups Act 2006 (as amended under the Protection of Freedoms Act 2012);

2. Purpose

- 2.1. The trust and the school are forming the partnership so that the trust can provide immediate, short term school improvement support to the school based on the services set out in schedule 2 and for the service charge set out in schedule 1. During the partnership, the school will consider converting into an academy based on its experience of working with the trust.
- 2.2. The purpose of this agreement is to set out the services which the trust will provide to the school as it explores the possibility of academisation, the key information which governs and underpins the partnership and to define the responsibilities of the parties.

3. Commencement and Duration

- 3.1. This agreement will come into force on the date that it has been signed by both parties.
- 3.2. The partnership will run for an initial period as set out in the key information above.

- 3.3. With the agreement of both parties the partnership can be extended for a period of no more than **3 months**. Any such agreement to extend the partnership shall only take effect when recorded in writing by the parties, as a variation to this agreement.

4. Service delivery and trust responsibilities

- 4.1. The trust will deliver the services as set out in schedule 2 (service) and in doing so will **[to be agreed on a school by school basis]:**
- 4.1.1. **provide robust leadership to the school;**
 - 4.1.2. **support the school in exploring the possibility of converting into an academy;**
 - 4.1.3. **support the development of effective, strong governance at the school;**
 - 4.1.4. **strengthen teaching and learning;**
 - 4.1.5. **provide opportunities to develop middle and senior leaders; and**
 - 4.1.6. **provide suggestions to the school for improvement.**

5. School responsibilities

- 5.1. The school will:
- 5.1.1. share data and information with the trust as is reasonably required to enable the trust to provide the services and to meet its responsibilities;
 - 5.1.2. attend trust events and training;
 - 5.1.3. ensure that staff are available as reasonably required to enable the trust to provide the services;
 - 5.1.4. involve trust leaders in decision making; and
 - 5.1.5. allow trust staff to access its premises as reasonably required to deliver the services and will take all reasonable precautions to ensure the health and safety of trust staff and agents whilst on the school's premises.

6. Mutual responsibilities

- 6.1. The parties will keep discussions and information about the partnership confidential, in accordance with the provisions of clause 10 (confidentiality).
- 6.2. The parties will act in the spirit of collaboration and cooperate with each other in relation to all matters under this agreement.
- 6.3. The parties will comply with their respective obligations in relation to relevant legislation including as set out in clause 9 (safeguarding), clause 11 (freedom of information) and clause 12 (data protection).

7. Academisation process and discussions

- 7.1. The parties agree that the existence of the partnership does not of itself mean that the school will convert to an academy. However, during the partnership, the school will give due consideration to academisation.
- 7.2. It is anticipated that the school will launch a consultation, prior to the partnership end date. The consultation will be timed to ensure any potential/proposed academisation takes place on [INSERT DATE OF ENVISAGED ACADEMISATION] subject to the granting of an academy order by the Secretary of State, and the stated conversion date in any academy order.
- 7.3. Following conclusion of the consultation the governing body of the school will vote on whether to progress to academisation and will notify the trust of the outcome of that vote.
- 7.4. If, the outcome is that the school will not convert to an academy, the partnership will automatically [dissolve/terminate] if the partnership end date has not been reached.

8. Charges for the support service

- 8.1. The service charge is set out in schedule I.
- 8.2. The service charge will be paid by the school to the trust as set out in schedule I.
- 8.3. The service charge will be paid by BACS.
- 8.4. The service charge allows the trust to obtain access to meetings, training and data at the school and may include other items as set out in schedule I.

9. Safeguarding

- 9.1. The parties each undertake regulated activity as defined under the SVA and each party must comply with the legal requirements arising from the SVA in respect of referrals to the Disclosure and Barring Service (DBS).
- 9.2. Both parties shall make arrangements for ensuring that the services are provided with a view to safeguarding and promoting the welfare of children receiving education. In doing so, both parties shall have regard to any guidance published, by the Secretary of State, which sets out the expectations in relation to safeguarding practice within schools.
- 9.3. The trust confirms that it has carried out appropriate DBS checks on all staff who may work at the school in regulated activity relating to children (as defined by the SVA Groups Act 2006) at the school, through the partnership.
- 9.4. Neither party shall employ or engage, or continue to employ or engage, any person who is subject to a prohibition order made under section 141B of the Education Act 2002 to carry out teaching work (as defined in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012).
- 9.5. Each party must be able to demonstrate, at the request of the other, that they have robust record-keeping procedures in respect of safeguarding through checks on record keeping undertaken.

10. Confidentiality

- 10.1. Except to the extent set out in this clause 10 or if disclosure or publication is expressly permitted elsewhere in the agreement, each party shall treat all confidential information belonging to the other party as confidential and shall not disclose any confidential information belonging to the other party to any other person without the other party's consent, except to such persons and to such extent as may be necessary for the performance of the party's obligations under the agreement.
- 10.2. Clause 10.1 shall not apply to the extent that:
- 10.2.1. such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - 10.2.2. such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 10.2.3. such information was obtained from a third party without obligation of confidentiality;
 - 10.2.4. such information was already in the public domain at the time of disclosure otherwise than by a breach of the agreement; or
 - 10.2.5. it is independently developed without access to the other party's confidential information.

11. Freedom of information and environmental information

- 11.1. The parties acknowledge that they are each subject to the requirements of the FOIA and the EIR and that they each agree to promptly cooperate and assist the other, each at their own cost, if either party receives a request for information related to this agreement.

12. Data protection

- 12.1. The parties agree to comply with the provisions of schedule 3 (Data Protection).

13. Intellectual property rights

- 13.1. Each party keeps ownership of its existing IPR.
- 13.2. Any new IPR created under this agreement will be owned by the trust.
- 13.3. The trust gives the school a non-exclusive, perpetual, royalty-free, irrevocable, transferable UK-wide licence to use and change the trust's existing IPR and any new IPR to enable it to receive and use the services for the duration of this agreement.
- 13.4. The school gives the trust a licence to use the schools existing IPR for the purpose of providing the services for the duration of this agreement.

- 13.5. Where a party acquires ownership of IPR incorrectly under this agreement it must do everything reasonably necessary to complete a transfer assigning them in writing to the other party on request and at its own cost.
- 13.6. Neither party has the right to use the other party's IPR, including any use of the other party's names, logos, or trademarks, other than as set out in this clause 13 or as agreed in writing.
- 13.7. The trust hereby waives any moral rights as defined at Chapter IV of the Copyright, Designs and Patents Act 1988.
- 13.8. The trust confirms that the trust's IPR comprise its own original work including where the IPR are created on behalf of the trust.

14. Termination

- 14.1. The trust or the school may terminate this agreement on one month's written notice. In the event of termination, the school will pay the trust any outstanding component of the service charge.
- 14.2. The trust may terminate this agreement immediately on the following grounds:
 - 14.2.1. If the school commits a material breach of this service level agreement which is not capable of remedy;
 - 14.2.2. If the school commits a material breach of this service level agreement which is capable of remedy but continues for more than 14 days after the trust gives written notice of the material breach and has requested that the school remedies the breach within 7 days.
- 14.3. The trust may terminate the agreement immediately if the school fails to pay an agreed invoice within 30 days of receipt of the same and/or the parties are unable to agree a disputed invoice, as set out in schedule 1 (service charge).

15. Variation

- 15.1. The agreement may be varied by the parties, any such variation to be recorded in writing and signed by each party.

16. Dispute Resolution

- 16.1. The parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the agreement. This shall include escalating the dispute to a more senior level within both the school and the trust with a view to reaching a settlement.
- 16.2. Any dispute not capable of resolution by the parties in accordance with the terms of clause 16 may be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

Signed on behalf of the trust:

Chair of trustees

Executive Leader:

Date:

Signed on behalf of the school:

Chair of governors:

Headteacher:

Date:

4. Schedule 1: service charge

[The payment of service charge should be set out here. It should be itemised so that it is clear what is being offered by the trust and so that the school knows what to expect. This could be a list of trust personnel, how many hours they will spend supporting the school and the cost per hour, cost for a training session etc. It should also include when payment should be made. Examples are included but it is very important that the specific arrangements between the trust and the school are fully recorded]

One off service payment

Following receipt of an invoice by the trust, the school will pay to the trust the sum of [INSERT AGREED SUM] on or around [INSERT DATE] [prior to commencement of the services as set out below] [Subsequent to delivery of the services as set out below]

If the school fails to pay the invoice within 30 days, the trust may terminate this agreement in accordance with clause 14.3

Payment based on monthly invoicing

The trust will submit a monthly invoice for the services on or around 1st of each month with the first invoice being submitted on [INSERT DATE]. The invoice will include the following details:

- Date of services provided/resources provided
- Cost of services/resources
- Name of lead person acting on behalf of the trust

The school will pay the invoice within 30 calendar days of receipt of the same.

If the invoice is not agreed, the school will notify the trust within 7 calendar days of receipt of the invoice, setting out why it is not agreed. The parties will discuss the invoice with a view to reaching agreement following which, where necessary, the trust will issue a new invoice. If agreement cannot be reached the trust may terminate this agreement in accordance with clause 14.3

Payment for specific services

The trust will invoice the school for specific services on a day or half day rate basis:

Level of Support/Activity	Half Day	Full Day
Executive Head	£225	£450
Headteacher / Head of School	£150-200	£300-400
Deputy / Assistant Head	£90-150	£180-300
Teacher (supply cover)	£90	£180
School Business Manager		
Other	As agreed	As agreed

These costs include all on-costs, travel cost, administration and so on, unless agreed otherwise by both parties in advance.

The school will pay the invoice within 30 calendar days of receipt of the same.

If the invoice is not agreed, the school will notify the trust within 7 calendar days of receipt of the invoice, setting out why it is not agreed. The parties will discuss the invoice with a view to reaching agreement following which, where necessary, the trust will issue a new invoice. If agreement cannot be reached the trust may terminate this agreement in accordance with clause 14.3

Schedule 2: services

The services which the trust will provide to the school are set out in full in the tables below.

It should be noted that:

- The 'lead' is not necessarily the person doing the work, but facilitating it. Where costs are incurred, this will be at the day rate for the person actually doing the work.
- Where possible, a 'bundle' support will be given. E.g. one day is charged but several areas of support are given.

[This is to be reviewed/agreed on a school by school basis]

Core Activities – The trust will:	Lead	Time (days)	Cost
Support safeguarding and share resources	DE	n/a	n/a
Involve the school in cross-trust data moderation	AL	n/a	n/a
Involve the school in cross-trust activities such as: <ul style="list-style-type: none"> • Joint school council, eco-council and worship ambassador meetings (virtual) • Pupil level competitions and collaborations 	DE	n/a	n/a
Share school improvement models proven to be effective within the classroom	DE	n/a	n/a
Encourage mutual support and facilitate cover for Designated Safeguarding Leads	DE	n/a	n/a
Encourage participation in trust networks such as: <ul style="list-style-type: none"> • 'BOAT Heads' meetings, for mutual support and encouragement, sharing of good practice and for strategically planning • Subject leader and key stage / phase / year group networks • School Business Manager / Bursar Network 	DE	n/a	n/a

Enable access to professional training opportunities and materials e.g. potential joint INSET days and staff meetings, visiting other schools	DE	n/a	n/a
Provide access to relevant trust policies (excludes policies such as HR and Finance which should be provided by the local authority and are not compatible with trust policies)	DE	n/a	n/a
Generate publicity and communication via the trust's newsletters, social media platforms and website	DE	n/a	n/a
Encourage sharing of worship resources and materials	JW	n/a	n/a

Core Support – The trust will:	Lead	Time (days)	Cost
Undertake an annual audit and review of website	DE	As req.	Included
Support safeguarding and share resources	DE	As req.	Included
Share policies (Note: Some policies are only suitable for academies)	DE	As req.	Included
Provide on-going email/phone support	DE	As req.	Included
Attend and support governing body meetings (once per half term) by a senior leader or trustee	DE	0.5	Included
Provide advice and example documentation with regards to recruitment e.g. adverts, job descriptions, person specifications, interview questions and tasks.	DE/AL/ JW	As req.	Included
Circulate regular bulletins for staff e.g. celebrating good practice, sharing of resources, information about health and safety issues.	DE	n/a	Included
Publish regular news for children as well as parents and carers	DE	n/a	Included
Circulate the monthly/half termly Executive Head report to Trustees which includes educational updates	DE	n/a	Included
Enable access to the governor section of the trust's website (under development)	DE	n/a	Included
Provide trust-wide training opportunities	DE	n/a	Included
Provide guidance on effective recruitment and retention strategies to attract and train new colleagues and to retain and develop colleagues to remain within the school and trust	DE	n/a	Included
Share information and good practice on the collective benefit of workforce planning across the academies/group of academies within a trust	DE	n/a	Included
Share information and good practice on the collective benefit of operating governance processes and financial management across the academies within a trust	DE	n/a	Included
Provide mentoring and support to the headteacher and other senior leaders (Note: general phone and email support is included)	DE/AL	As req.	Day rate
Attend recruitment activities e.g. shortlisting and interviewing	Various	As req.	Day rate
Provide guidance on financial management and governance, including support through cross-trust monitoring and personnel	DE / WDC	As req.	Day rate

Undertake safeguarding audit		I	Day rate
Audit and support development of policies	DE	As req.	Day rate
Undertake termly review of School Development Plan	DE/ALD	I	Day rate
Undertake termly walk (style and focus to be agreed with the associate school)	Various	I	Day rate
Undertake termly review of pupil progress data	AL	I	Day rate
Undertake annual review of the Premises Development Plan	DE	I	Day rate
Undertake annual review of IT Development Plan / Rolling programme	DE	I	Day rate
Undertaken annual premises, health and safety review (e.g. walk around)	DE	I	Day rate

Schedule 3: data protection

I. Definitions

Control means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **controls** and **controlled** are interpreted accordingly;

Data loss event - any event that results, or may result, in unauthorised access to personal data held by the processor under this agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this agreement, including any Personal Data Breach.

DPA - Data Protection Act 2018

Data protection impact assessment (DPIA) - an assessment by the controller of the impact of the envisaged processing on the protection of personal data.

Data protection legislation - (i) the GDPR, the LED and any applicable national implementing laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy;

Data subject request - a request made by, or on behalf of, a data subject in accordance with rights granted pursuant to the data protection legislation to access their personal data.

Controller, processor, data subject, personal data, personal data breach, data protection officer shall have the meanings given in the GDPR;

GDPR - the General Data Protection Regulation (Regulation (EU) 2016/679)

Law - means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the processor is bound to comply;

LED - Law Enforcement Directive (Directive (EU) 2016/680)

Processor contractor staff - employees, agents, consultants, and contractors of the processor and/or of any sub-processor engaged in the performance of its obligations under this agreement.

Protective measures - appropriate technical and organisational measures which may include: pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those set out in the agreement.

Sub-processor - any third party appointed to process personal data on behalf of the processor related to this agreement.

- I.1. The parties acknowledge that for the purposes of the data protection legislation, the school is the controller, and the trust is the processor unless otherwise specified in section 2 of schedule 3. The only processing that the processor is authorised to do is listed in section 2 by the controller and may not be determined by the processor.
- I.2. The processor shall notify the controller immediately if it considers that any of the controller's instructions infringe the data protection legislation.
- I.3. The processor shall provide all reasonable assistance to the controller in the preparation of any DPIA prior to commencing any processing. Such assistance may, at the discretion of the controller, include:
 - I.3.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - I.3.2. an assessment of the necessity and proportionality of the processing operations in relation to the services;
 - I.3.3. an assessment of the risks to the rights and freedoms of data subjects; and
 - I.3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data.
- I.4. The processor shall, in relation to any personal data processed in connection with its obligations under this agreement:
 - I.4.1. process that personal data only in accordance with section 2 of schedule 3 unless the processor is required to do otherwise by law. If it is so required, the processor shall promptly notify the controller before processing the personal data unless prohibited by law;
 - I.4.2. ensure that it has in place protective measures, which are appropriate to protect against a data loss event, which the controller may reasonably reject (but failure to reject shall not amount to approval by the controller of the adequacy of the protective measures), having taken account of the:
 - I.4.2.1. nature of the data to be protected;
 - I.4.2.2. harm that might result from a data loss event;
 - I.4.2.3. state of technological development; and
 - I.4.2.4. cost of implementing any measures;
 - I.4.3. ensure that:
 - I.4.3.1. the processor contractor staff do not process personal data except in accordance with this agreement (and in particular this schedule 8);
 - I.4.3.2. it takes all reasonable steps to ensure the reliability and integrity of any processor contractor staff who have access to the personal data and ensure that they:
 - I.4.3.2.1. are aware of and comply with the processor's duties under this clause;

- 1.4.3.2.2. are subject to appropriate confidentiality undertakings with the processor or any sub-processor;
 - 1.4.3.2.3. are informed of the confidential nature of the personal data and do not publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by the controller or as otherwise permitted by this agreement; and
 - 1.4.3.2.4. have undergone adequate training in the use, care, protection and handling of personal data; and
 - 1.4.4. not transfer personal data outside of the EU unless the prior written consent of the controller has been obtained and the following conditions are fulfilled:
 - 1.4.4.1. the controller or the processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the controller;
 - 1.4.4.2. the data subject has enforceable rights and effective legal remedies;
 - 1.4.4.3. the processor complies with its obligations under the data protection legislation by providing an adequate level of protection to any personal data that is transferred (or, if it is not so bound, uses its best endeavours to assist the controller in meeting its obligations); and
 - 1.4.4.4. the processor complies with any reasonable instructions notified to it in advance by the controller with respect to the processing of the personal data;
 - 1.4.5. at the written direction of the controller, delete or return personal data (and any copies of it) to the controller on termination of the agreement unless the processor is required by law to retain the personal data.
- 1.5. Subject to clause 1.6, the processor shall notify the controller immediately if it:
 - 1.5.1. receives a data subject request (or purported data subject request);
 - 1.5.2. receives a request to rectify, block or erase any personal data;
 - 1.5.3. receives any other request, complaint or communication relating to either party's obligations under the data protection legislation;
 - 1.5.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with personal data processed under this agreement;
 - 1.5.5. receives a request from any third party for disclosure of personal data where compliance with such request is required or purported to be required by law; or
 - 1.5.6. becomes aware of a data loss event.
- 1.6. The processor's obligation to notify under clause 1.5 shall include the provision of further information to the controller in phases, as details become available.
- 1.7. Taking into account the nature of the processing, the processor shall provide the controller with full assistance in relation to either party's obligations under data protection legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the controller) including by promptly providing:
 - 1.7.1. the controller with full details and copies of the complaint, communication or request;

- I.7.2. such assistance as is reasonably requested by the controller to enable the controller to comply with a data subject request within the relevant timescales set out in the data protection legislation;
 - I.7.3. the controller, at its request, with any personal data it holds in relation to a data subject;
 - I.7.4. assistance as requested by the controller following any data loss event;
 - I.7.5. assistance as requested by the controller with respect to any request from the Information Commissioner's Office, or any consultation by the controller with the Information Commissioner's Office.
- I.8. The processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the processor employs fewer than 250 Staff, unless:
- I.8.1. the controller determines that the processing is not occasional;
 - I.8.2. the controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or personal data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - I.8.3. the controller determines that the processing is likely to result in a risk to the rights and freedoms of data subjects.
- I.9. The processor shall allow for audits of its data processing activity by the controller or the controller's designated auditor.
- I.10. Each party shall designate its own data protection officer if required by the data protection legislation.
- I.11. Before allowing any sub-processor to process any personal data related to this agreement, the processor must:
- I.11.1. notify the controller in writing of the intended sub-processor and processing;
 - I.11.2. obtain the written consent of the controller;
 - I.11.3. enter into a written agreement with the sub-processor which give effect to the terms set out in this clause I such that they apply to the sub-processor; and
 - I.11.4. provide the controller with such information regarding the sub-processor as the controller may reasonably require.
- I.12. The processor shall remain fully liable for all acts or omissions of any sub-processor.
- I.13. The controller may, at any time on not less than 30 business days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).
- I.14. The parties agree to take account of any guidance issued by the Information Commissioner's Office. The controller may on not less than 30 business days' notice to the processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

2. Processing, personal data and data subjects

This schedule shall be completed by the controller, who may take account of the view of the processors, however the final decision as to the content of this schedule shall be with the controller at its absolute discretion.

- 1 The contact details of the controller's Data Protection Officer are: **[INSERT SCHOOL DETAILS]**
- 2 The contact details of the processor's Data Protection Officer are: David Etherton david.etherton@boat.academy
- 3 The processor shall comply with any further written instructions with respect to processing by the controller.
- 4 Any such further instructions shall be incorporated into this schedule.

Description and details are as follows:

Identity of the controller and processor

The parties acknowledge that for the purposes of the data protection legislation, the school is the controller and the trust is the processor in accordance with schedule 3 paragraph 1.1.

Subject matter of the processing

The processing is needed for the delivery of the agreement:

1. in order to ensure that trust can effectively deliver the services;
2. in order that the school can effectively manage the delivery of the services;
3. for the purposes of the school's development and improvement, the data provided will give an insight into current levels of pupil achievement and attainment.

Duration of the processing

Up to the end date of the partnership, as stated above, but the data will be retained for longer in accordance with the retention period noted below.

Nature and purposes of the processing

The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.

The purpose might include: employment processing, statutory obligation, recruitment assessment etc

Personal data is shared and processed on the legal basis that the processing is necessary to enable the processor to effectively deliver the services in the public interest.

Type of personal data

[TO BE COMPLETED. Examples include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]

Categories of data subject

[TO BE COMPLETED. Examples include: staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc]

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data

The data may be retained (in a restricted folder) by the controller and the processor as long as is required for the purpose(s) of this agreement; this period shall not exceed 7 years. All data will be deleted or destroyed after this period unless the controller wishes to keep the data for longer period for research and statistical purposes only. Confirmation of destruction will be provided by the processor to the controller, within 15 business days of a request being made.