

DATED 1 September 2024

(1) THE SOCIETAS TRUST

(2) OAKLANDS NURSERY SCHOOL

ASSOCIATE MEMBER AGREEMENT

THIS AGREEMENT is made on 1st September

2024

BETWEEN:

- (1) **THE SOCIETAS TRUST** a company limited by guarantee registered in England and Wales (company number 09987031) whose registered office is situated at Ellison Primary Academy, Newcastle-under-Lyme ("the Trust")
- (3) **THE GOVERNING BODY OF OAKLANDS NURSERY SCHOOL** of Oaklands Avenue, Newcastle-under-Lyme ("the Nursery")

HEREINAFTER REFERRED TO AS THE PARTIES.

WHEREAS

- (A) The company is a Multi Academy Trust incorporating 7 academies in the North Staffordshire area
- (B) The Nursery is a Maintained Nursery School maintained by Staffordshire County Council
- (C) The Trust and the Nursery have agreed from the date of this Agreement to collaborate with each other and this Agreement is intended to set out the terms of the collaboration and will in particular set out the vision as well set out the responsibilities and communication mechanisms between the Trust and the Nursery.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:-

Stakeholder – anyone with a vested interest in any of the parties (e.g. Staff Members, Governors, Pupils, Parents etc.)

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
- 1.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
- 1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and
- 1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.

1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.

1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in

particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

- 1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted

2. GOALS AND OBJECTIVES

- 2.1 In signing this Agreement, the parties agree to fully collaborate with one another at all levels to the benefit of their respective stakeholders and the wider communities they each serve; to bring about harmonisation of statutory policies and procedures, where possible; to respect each other's ethos and values at all times; to promote the good working relationship of the parties whenever and wherever possible.

3. COLLABORATION VALUES

- 3.1 The underlying values of this Agreement are rooted in honesty, transparency and mutual respect. Each of the parties, in signing this agreement, agrees to respect and abide by these values and all those values held by the other parties.

4. ROLES AND RESPONSIBILITIES

- 4.1 The parties, in signing this Agreement, agree to be responsible for the success of the Agreement to the benefit of their respective stakeholders and the wider communities they each serve. For the Trust, the CEO ultimately has this responsibility, and for the Nursery, the responsibility ultimately lies with the Chair of the Governing Body.

5. EVALUATION

- 5.1 It shall be for the parties, both individually and jointly, to evaluate the success of this Agreement to the benefit of their respective stakeholders and the wider communities they each serve. The Agreement shall be reviewed annually by all the parties.

6. DECISION MAKING

- 6.1 Whilst this Agreement does not contractually bind the parties, nor make the parties legally responsible for each other, it is recognised that the parties, whilst working together in the interest of their respective stakeholders and the wider communities they each serve, may take joint decisions from time to time. Where decisions are taken jointly, all the parties will seek to abide by them to the best of their abilities.

- 6.2 Each party will also have associate representation in the governance arrangements of the other parties.

7. RESOLVING CONFLICTS

- 7.1 Where conflicts arise, it will be for the parties to work together constructively to resolve them in the interest of their respective stakeholders and the wider communities they each serve. Should such a resolution not be possible, then the affected parties may serve notice on the other parties to terminate the Agreement.

8. JOINT PLANNING OF THE COLLABORATION BETWEEN THE PARTIES INCLUDING COMMUNICATION AS SET OUT IN SCHEDULE 1.

- 8.1 The parties, under the terms of this agreement, will also abide by the joint planning of the collaboration, including communication, as set out in Schedule 1.

9. OTHER OBLIGATIONS OF THE TRUST UNDER THIS AGREEMENT INCLUDING A DESCRIPTION OF THE SERVICES TO BE PROVIDED AS SET OUT IN SCHEDULE 2

9.1 The Trust, under the terms of this agreement, will also abide by its other obligations, including the provision of a number of benefits and services to the Nursery, as set out in Schedule 2. The annual cost to the Nursery for Trust led services will be £3,500, plus £1,200 for Caretaker Support to be provided by Ellison Primary Academy. Billing will be termly in arrears. This arrangement will be reviewed on an annual basis.

10. OTHER OBLIGATIONS OF THE NURSERY UNDER THIS AGREEMENT AS SET OUT IN SCHEDULE 3

10.1 The Nursery, under the terms of this Agreement, will also abide by the list of its other obligations as set out in Schedule 3.

11. CONFIDENTIALITY

Each party undertakes to the others that it will keep the contents of this Agreement, and any other information or data exchanged between the parties, confidential as between the parties and the Department for Education (or its successors) except to the extent that disclosure is required by law.

12. THIRD PARTIES

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this, neither the Council nor the Governing Body nor the Company require the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

13. FORCE MAJEURE

Neither party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

14. GENERAL

14.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.

14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction or illegal, the other provisions will remain unaffected and in force.

14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.

14.5 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).

- 14.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.
- 14.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.
- 14.8 Any notice shall be deemed to have been duly received:
- 14.8.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
- 14.8.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
- 14.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.9 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.10 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 14.11 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.
- 14.12 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.
- 15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

SIGNED by Jon Lovatt

Jon Lovatt

Duly authorised on behalf of the

THE TRUST

SIGNED by Paula Pattison

Paula Pattison

Duly authorised on behalf of the

THE NURSERY

SCHEDULE 1

JOINT PLANNING OF THE COLLABORATION BETWEEN THE PARTIES INCLUDING COMMUNICATION

The parties to the agreement undertake to work collaboratively in such areas as:-

1. Share with, promote, and educate stakeholders about the services provided jointly by the parties through meetings, events and marketing materials;
2. Professional Development and networking opportunities for staff;
3. Regular meetings to drive collaborative planning, alignment and structures that work to improve student success and development;
4. The Head Teacher (or a representative) of the Nursery to be invited to attend all Executive Board and relevant Working Party/ Sub-Working Group meetings as an associate member;
5. The Chair (or a representative) of the Governing Body of the Nursery to be invited to attend all Trust Board and Chairs' Group meetings as an associate member;
6. the CEO of the Trust to be invited to attend all Governing Body meetings of the Nursery as an associate member;
7. The establishment of a Working Party to promote the partnership, to ensure effective transition and consistency of standards, and sustainability going forward – this group will meet at least termly and comprise of:
 - a. CEO - Trust
 - b. Executive Education Representative - Trust
 - c. LGB Chairs of Oaklands and Ellison
 - d. LGB Vice Chairs of Oaklands and Ellison
 - e. Heads of School of Oaklands and Ellison
 - f. Business Managers of Oaklands and Ellison

SCHEDULE 2

OTHER OBLIGATIONS OF THE TRUST UNDER THIS AGREEMENT INCLUDING A DESCRIPTION OF THE SERVICES TO BE PROVIDED

Under the terms of this agreement, the Trust undertakes to provide the following services to the Nursery (list is not exhaustive):-

- Payroll Services (from 1 October 2019);
- HR Consultancy (from 1 October 2019);
- Support from the Central Team;
- Termly/ Annual Performance Reviews in-line with Trust's APR Framework;
- Education Psychologist Support;
- National College Subscription;
- Lyfter Subscription;
- School Bus Subscription;
- My School Wellbeing Subscription;
- Governor Support/ Training (including Gold package of support from the NGA);
- Internal Audit;
- Data Protection Services/ Audit;
- Site Supervisor Support (1 day per Calendar Month from 1 September 2021)*;
- Headteacher Mentor Support (0.1fte from 1 September 2024) – see framework attached.

*to be provided by Ellison Primary Academy

SCHEDULE 3

OTHER OBLIGATIONS OF THE NURSERY UNDER THIS AGREEMENT

Under the terms of this agreement, the Nursery undertakes to:

- Harmonisation of statutory policies and procedures, where possible – <https://www.societastrust.org.uk/page/?title=Trust+Policies&pid=16>
- The Head of School will spend half a day per week at Ellison Primary Academy to work alongside the leaders of Ellison Primary Academy to ensure children have a consistent learning journey in both Oaklands and Ellison; focusing particularly upon:

Consistency of up to date practice and pedagogy; including curriculum and assessment processes;

Ensuring the needs of all children are met within the Early Years Foundation Stage.

The Societas Trust - Headteacher Mentoring Framework

Content	Notes	Tick if completed	Action to be taken
Welcome	<ul style="list-style-type: none"> • Welcome and introductions • Check that all employment and volunteer checks have been completed, e.g. a relevant DBS form • Check that they have received their contract, job description and person specification and that there are no issues/concerns • Explanation of method and date of first salary payment/increments/pay awards • Ensure clarity of job description 		
School background	<ul style="list-style-type: none"> • Give some information on school history and background: <ul style="list-style-type: none"> - Age/history of school - Number of pupils - Number of staff - Aims and objectives - Copy of prospectus with associated papers - Copy of latest school development plan and external evaluations 		
Structure	<ul style="list-style-type: none"> • Talk through the school's organisational structure and how their role fits into the overall picture 		
Key contacts	<ul style="list-style-type: none"> • Give a list of key contacts 		
Map of school	<ul style="list-style-type: none"> • Give out a map of school pointing out any key areas around the school, e.g. headteacher's office, main office, staff room, drinking facilities, toilets, food hall, reprographics, finance office, first aid room, meeting rooms, fire assembly point 		
Policies and procedures	<ul style="list-style-type: none"> • Give the individual a copy of key policies and procedures and draw particular attention to those related to health and safety, attendance management, safeguarding children, pupil behaviour, code of conduct, email and internet safety • Explain the school's response to children who go missing from education 		

Content	Notes	Tick if completed	Action to be taken
<p align="center">Issue documentation/ equipment</p>	<ul style="list-style-type: none"> • Documents and equipment, such as: <ul style="list-style-type: none"> - Keys - Staff or volunteer identity badge - Staff or volunteer handbook and relevant policies (intranet) - Leaflet for wellbeing - Passwords - Teacher planner (teachers only) - Educational support staff, e.g. class lists, timetable, managers, form tutors, subject leaders, etc. - Holiday record form for all year-round employees - Catering card 		
<p align="center">Communication</p>	<ul style="list-style-type: none"> • School communications: <ul style="list-style-type: none"> - Briefings, dates and times - Email address - Bulletin - Telephone list - Staff trays in staffroom - Notice boards - Calendar events - Intranet - Calling 'on call' 		
<p align="center">Expectations of staff and volunteers</p>	<ul style="list-style-type: none"> • Ensure awareness of staff expectations including: <ul style="list-style-type: none"> - Dress code - Code of Conduct - Importance of ensuring other staff: <ul style="list-style-type: none"> ○ Attendance at staff and volunteer briefings ○ Attendance at departmental and/or whole-school briefings ○ Making self-aware of and follow school procedures ○ Checking tray daily ○ Checking emails daily (where possible) ○ Reading weekly bulletin ○ Arriving on time ○ Sharing responsibility for pupil behaviour management 		

Content	Notes	Tick if completed	Action to be taken
	<ul style="list-style-type: none"> ○ Reporting any problems, issues or concerns to line manager or supervising member of staff ○ The school policy on mobile phones for pupils, discretion required for staff and volunteer use of mobile phones ○ Being willing to take on new responsibilities within own capacity and existing workload commitments ○ Reporting absences as per the school's policy ○ Collective responsibilities of all staff and volunteers 		
Facilities	<ul style="list-style-type: none"> ● Explain about car parking arrangements ● Catering, i.e. cash or card ● School opening times ● Timings of school day ● Fire alarm testing ● Fire evacuation point ● First aiders 		
Introductions	<ul style="list-style-type: none"> ● Tour around the school, including staff room, drinks and lunch facilities, toilets, first aid room, lockers ● Introduce new member of staff or volunteer to their colleagues ● Assign and introduce new member of staff or volunteer to their mentor if applicable ● Arrange for the new member of staff or volunteer to be introduced to the pupils during assembly ● Arrange for the new member of staff or volunteer to be introduced at relevant meetings ● Provide staff member or volunteer with contact details, e.g. mobile phone and/or extension ● The identity and role of the DSL and any deputies ● The identity and role of the SENCO ● Assign a mentor (not the person's line manager) to support the manager 		

Content	Notes	Tick if completed	Action to be taken
Questions and answers	<ul style="list-style-type: none"> Review information presented to individual and check their understanding 		
Induction completed bySigned
Date		
Induction Timetable (amend following discussions)			
Trust and School Structure	<ul style="list-style-type: none"> Talk through the Trust and Staffing Structure of the setting. 		
Introductions	<ul style="list-style-type: none"> First day – arrange for manager to be introduced to each member of SLT First week – arrange for the manager to have an hour’s slot with each member of their team Second week – arrange for the manager to have a time slot with key personnel, e.g. finance officer, CPD coordinator, HR manager, data manager 		
Policies and procedures (expectations)	<ul style="list-style-type: none"> Give the leader copies of management policies and procedures and talk through their responsibilities with regards to: <ul style="list-style-type: none"> Child protection and safeguarding The code of conduct Recruitment procedures Departmental inductions Team meetings Managing attendance and punctuality Performance appraisal CPD Personnel, e.g. contractual changes, pay reviews, etc. Health and safety Budgets Exit interview procedures 		
Meeting Schedule	<ul style="list-style-type: none"> Share meeting schedule for Trust and Setting meetings. 		
Mentoring plan (see below)	<ul style="list-style-type: none"> Mandatory training e.g. Safeguarding, Health and safety Training linked to role e.g. HR, finance, strategic leadership 		
Areas of Mentoring Focus			

Content	Notes	Tick if completed		Action to be taken
		Core	Optional	Priority
Area(s) of support required	Specific area(s) of support			
School Self-Evaluation	SEF updated (pupil outcomes etc)			1
	HT Report to Governors			4
	End of Year Data Analysis			1
	Ofsted Outcomes			1
	Audit outcomes			1
School Development	Revisit Vision and Values (Inset Day)			
	SDP Updated			1
	PP Review and Report			5
	Audit outcomes built into SDP			1
	Equality Objective built into SDP			1
	Sports Premium Action Plan (including review)			5
	Policy Updates			4
	Character First – Enrichment Planning			
	Governor Audit and Overview			4
	Assessment Arrangements			
CPD	CPD – in line with SDP			1
SEND	SEND strategy			5
Wellbeing	Staff Questionnaire			3
	Action Planning			
Monitoring	Monitoring strategy e.g. Baseline/ School improvement cycle, Pupil Progress Meetings, Classroom Environment Checklist, Supply Teacher Information evident, Learning Environment Check			5
Performance Management	Performance Management process			1
Recruitment	Safe and fair recruitment strategy			6

Content	Notes	Tick if completed		Action to be taken
Finances	Review Risk Register			
	Marketing strategy			
	Pay Recommendations			
	CIF bid			
	Review SLAs			
	Staffing Structure planning for following year.			4
HR	Directed Time			
	Census			
Health and Safety	Fire Drill - announced			
	Fire Drill - unannounced			
	Evacuation			
	Invacuation			
	Revisit Risk Assessments if required			
	H&S Audit			3
	School Closure Procedure check			
	Premises Maintenance			
	H & S Walks			
Parents/Community	Parents' Evening			
	Parents' Curriculum Evening			
	Welcome Correspondence – communication overview			
	Supply Teacher/ Visitor Information			
	Website			
	Social Media updates			

Content	Notes	Tick if completed		Action to be taken
	Class Assemblies			
	PTFA AGM			
	Fund raising (PTFA)			
	Charity Support Overview			
Safeguarding	Audit: KCSIE (Trust)			2
	Online Safety Audit			2
	Section 175 audit			2
	Prevent Audit			2
Mentoring plan completed by Date	<p>.....</p> <p>.....</p>	<p>.....Signed</p>		