



# Colebourne Primary School and Beaufort Special School



## **Collaborative Agreement**

*To be reviewed annually*

### **Definitions**

The two schools referred to in this agreement are:

Beaufort School and Colebourne Primary School.

### **Rationale**

The Collaborative is an opportunity for the two schools to work more closely together on any issue and yet retain autonomy. The schools already work well together on projects that involve shared staff and facilities. Forming a Collaborative will formalise existing arrangements and provide an opportunity to further the concept of inclusion for the benefit of all concerned. The Collaborative will also further developments that lead to the effective and innovative use of resources for the two schools. A Joint committee of Heads and Governors will monitor and evaluate the Collaborative reflecting the views of each governing body.

### **Aims**

1. To develop and enhance all aspects of inclusion for pupils, parents, staff and the community.
1. To improve teaching and learning
2. To improve attainment and attendance
3. To provide the best possible service to students, parents, staff and community
4. To be more rigorous and robust in managing site facilities and associated finances
5. To allow a cohesive approach to community courses in lifelong learning

6. To share more resources and facilities
7. To have a formal agreement on the above and to form a Joint Committee under the provisions of the School Governance (Collaboration) (England) Regulations 2003

### **Establishment of a Joint Committee**

8. The governing bodies of the two collaborating schools wishing to discharge functions jointly must determine and review annually the constitution, membership and terms of reference of the Joint Committee
9. The quorum for Joint Committee meetings should be two representatives from each school.
10. Chairing of the Joint Committee will alternate between a representative from each school.

### **Membership of Joint Committee**

11. The core membership of the Joint Committees shall consist of the Headteachers of the two schools within the collaborative and up to three representative governors from each of the two governing bodies. A Headteacher or governor shall cease to be a member of the Joint Committee if they cease to be the Headteacher or a governor of one of the two collaborating schools.
12. The Joint Committee may also appoint Associate Members to play a valuable role in providing additional knowledge and experience to the Committee. Associate members must not already be members of the collaborating governing bodies.

### **Powers Devolved to the Joint Committee**

13. Subject to the Rules of Governance for community schools the governing bodies to the two schools agreed to devolve the following operational powers and duties to the Joint Committee:
  - a. matters relating to the appointment and development of structures for staff engaged to work on behalf of both schools;
  - b. the apportionment of costs and charges for any services, contracts, materials and resources provided jointly to the two schools;
  - c. the negotiation, monitoring and review of any service level agreements and contracts provided jointly to the two schools; and
  - d. the implementation, monitoring and reviewing of any joint policies and procedures.
14. In undertaking any of the powers and duties delegated by the governing bodies to the two schools to the Joint Committee, it will:

- a. Comply with the School Governance (Collaboration) (England) Regulations 2003;
- b. Work in collaboration with the governing bodies of the two schools; and
- c. Ensure, within the devolved budget, the continuous improvement of services (to students, parents, staff and the community) devolved to the Joint Committee.

### **Proceedings of the Joint Committee**

15. The clerk must convene meetings of the Joint Committee under the direction of the Committee or its Chair. At least seven clear days in advance of the meeting the clerk must provide the following to each member of the Joint Committee:

- a. Written notice of the meeting
- b. A copy of the agenda for the meeting, and
- c. Any reports or other papers to be considered at the meeting

A shorter period of notice may be given if the Chair believes that matters need more urgent attention

16. No vote on any matter may be taken at a Joint Committee meeting unless each collaborating governing body is represented.

17. Every question to be decided at a meeting of the Joint Committee must be determined by a majority of the votes of the members of the Committee present and voting on the question

18. Where there is an equal division of votes the matter should be revisited

19. Members of the Joint Committee must disclose their interest, withdraw from the meeting, and not vote on a matter, if:

- a. there is a conflict of interest between their interests and the interests of a collaborating governing body; or
- b. there is reasonable doubt about their ability to act impartially in relation to a matter where a fair hearing is required; or
- c. they have a pecuniary interest in the matter.

20. The Joint Committee may allow anyone who they think can give helpful evidence to attend any hearing conducted by them into any matter and to present their evidence. This includes members of the Committee, head teachers and the clerk to the Committee, if they are acting in a private capacity.

21. The clerk to the Joint Committee is not required to withdraw from a meeting unless his/her appointment to office, remuneration or disciplinary action is the subject of consideration.
22. Where there is any dispute as to whether someone is required to withdraw from a meeting of the Joint Committee and not vote, it is for the other members of the Committee present at the meeting to decide the question.
23. Minutes of the proceedings of a meeting of the Joint Committee must be drawn up by the clerk and must be signed (if the Committee agrees the minutes) by the Chair at the next meeting. The headteachers of the schools forming the collaborative will ensure that minutes are distributed to joint committee representatives from their own school and all members of their own school's governing body. Items on the agenda may also come from individual governing bodies or items referred back from governing bodies if appropriate.
24. The Joint Committee must make available for inspection by any interested party, a copy of the agenda and signed minutes for every Joint Committee meeting, and any report or other paper considered at the meeting. This does not include however, any matter relating to:
  - a. A named person who works or who it is proposed should work, at a school;
  - b. A named pupil at, or a candidate for admission to, a school;

### **Code of Conduct for Joint Committee Members**

25. Members must be open, fair and transparent in the conduct of their official duties. They must respect others in the conduct of their public lives and must ensure due probity of any decision making on behalf of the Joint Committee.

### **Terms of Reference of the Joint Committee**

26. The Joint Committee shall exercise all the delegated powers and duties with regard to matters relating to the collaborative, as determined by this agreement, and, in particular, shall:
  - a. Prepare an Annual Collaborative Improvement Plan;
  - b. Shape budget priorities and expenditure within the scope of the plan and this agreement;
  - c. Once the Collaborative Improvement Plan, budget priorities and financial plan have been agreed, be held accountable and responsible to the two governing bodies for its delivery;
  - d. Identify the need for and establish any new or improved collaborative arrangements and resources for approval by the two collaborating governing bodies.

- e. Ensure the appropriate communication of initiatives and priorities of the Collaborative;
- f. Consult with stakeholder groups on those matters contained within these Terms of Reference;
- g. Prepare and submit to the collaborating governing bodies regular budget monitoring reports and annual out-turn reports;
- h. Ensure that the needs of the Collaborative and key issues affecting the two schools are identified and assessed;
- i. Ensuring that such needs and issues are clearly expressed to, and considered by, the two collaborating governing bodies;
- j. To encourage and facilitate the development of constructive and effective partnerships between the two schools;
- k. To approve expenditure and services from whatever Budget may be allocated to the Joint Committee;
- l. Reserve the right to withdraw from any initiative which any individual Governing Body deems inappropriate.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Headteacher, Beaufort School**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Chair of Governors, Beaufort School**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Headteacher, Colebourne Primary School**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Chair of Governors, Colebourne School**

Reviewed and agreed 29<sup>th</sup> September 2015