

# TCAT



## **Memorandum of Understanding**

*21 March 2017*

## **Memorandum of Understanding for The Challenge Academy Trust (the "Trust")**

This document is not intended to create a legally binding contract between the members, the trustees or individual academies.

### **Key Principles**

#### **It is a condition of their appointment that all members and trustees sign an appointment letter which annexes this Memorandum of Understanding**

The members, trustees and each individual Academy agree to use their powers to ensure that:

1. The Vision, Aims and Values attached to this MoU are the keystone to how the Trust sets its strategic direction and delivers education outcome for its pupils;
2. All Academies build and maintain an innovative, open and collaborative culture built on a willingness to listen;
3. Each Academy will have a voice in the direction of the Trust. The Trust will ensure that appropriate mechanisms are put in place to ensure that there is effective communication and feedback;
4. Accountability is central to whole school improvement and such accountability will extend to every tier of governance so that effective mechanisms are put in place to allow Trustees and Local Governing Bodies to effective support and challenge to their respective leadership teams;
5. The Central Executive Team (CET) will take a lead in key aspects of the operation of the Trust;
6. The need for intervention, whether that by reason of educational outcomes, finances, safeguarding is identified quickly and acted upon swiftly and efficiently, principally by the means of the attached scorecard;
7. In the event that a trustee who was nominated by a Founding Academy either resigns or is removed as a Trustee, the Founding Academy shall nominate a replacement provided that (a) the Trustees are reasonably satisfied that such nominee has necessary skills and experience to be an asset to the Trustee Board; (b) the DfE do not veto such appointment;
8. Each Local Governing Body will be delegated power according to the principles of "earned autonomy". It is agreed that the powers delegated to a Local Governing Body or the makeup of a Local Governing Body may not be varied without its consent unless the following occurs:-
  - (a) an Ofsted inspection or data suggests that intervention is appropriate;
  - (b) the Trustees have serious concerns about the finances of the Academy;
  - (c) the Trustees have serious concerns about the governance of an Academy;
  - (d) it is necessary to take action because of safeguarding concerns;
  - (e) the Academy has material breached the terms of its funding agreement
  - (f) the Peer to Peer Challenge identifies the need for intervention

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9. The surpluses which each individual Academy joins the Trust with are ring-fenced for that academy and agree to use their best endeavours to ensure such funds are solely used for the benefit of such individual academy;
10. The Articles of Association of the Trust set out the term of office is four years. However, to avoid unnecessary disruption at the end of the first Trustees' and Members' respective terms, half of the first Trustees and Members (as determined by lots) will serve a first term of three years, followed (if appropriate) by subsequent terms of four years.
11. The Local Governing Body of each Academy are given the freedom to appoint governors and determine the numbers and make-up of the Local Governing Bodies, subject only to DfE regulations and parameters set by the Trust
12. Each Local Governing Body will be given significant input on the appointment of its Head Teacher