

**HASTINGS AND ST LEONARDS  
EXCELLENCE CLUSTER**

**AGREEMENT**

**June 2004**

**THIS AGREEMENT** is made the                      day of                      2004

**BETWEEN**

**The Consortium Members** whose names are set out in Schedule 1

**IT IS HEREBY** agreed as follows:-

**1        RECITALS**

- 1.1        The Hastings and St Leonards Education Zone was established under the School Standards and Framework Act 1998 as an independent corporate body with exempt charitable status and comes to the end its life on 30<sup>th</sup> November 2004.
  
- 1.2        It has been confirmed by the Department for Education and Skills (DfES) that the Hastings Education Action Zone can transform into the Hastings and St Leonards Excellence Cluster Partnership on 1 December 2004.
  
- 1.3        The Hastings and St Leonards Excellence Cluster Partnership shall be formed by the existing 23 schools in the Hastings Education Action Zone and the Thomas Peacock Community College.
  
- 1.4        The DfES will pay a specific formula grant to the Local Education Authority to support the work of the Hastings and St Leonards Excellence Cluster Partnership. Payment of the grant is conditional on the Local Education Authority and the schools continuing to be full and active participants in the Excellence Cluster Partnership.

**2        INTERPRETATION**

- 2.1        In this Agreement unless the context otherwise requires the following expressions shall have the following meanings

**"Best Value"** means either or both of the optimum combination of whole-life cost and quality or fitness for purpose to meet the user's requirements and/or the optimum combination of economy, efficiency and effectiveness in either or both Gases so as to enable a best value authority within the meaning of Section I of the Local Government Act 1999 to comply with its duty under Section 3 (1) of that Act.

**"the Commencement Date"** means 1<sup>st</sup> December 2004.

**"the Excellence Cluster"** means the Cluster Members acting together within the terms of and for the purposes of this Agreement.

**"the Cluster Members"** means the parties to this Agreement together with any additional member or members who may be admitted to the Consortium from time to time pursuant to Clause 4.4 and the expression "Cluster Member" shall be construed accordingly.

**"DfES"** means whichever shall be applicable of the Department for Education and Skills.

**"the Directorate"** means the Director of the Excellence Cluster and support staff appointed by the Local Education Authority.

**"Grant Funding"** means the specific formula grant payable by the DfES for Excellence Clusters (pr other such other grant funding which may replace the same).

**"the Staff"** means the staff appointed by or seconded to the Local Education Authority to support the Excellence Cluster pursuant to Clauses 6.1.3 and 6.1.4.

**"Strand Working Group"** has the meaning set out in Clause 8.1.

### 3 PURPOSES

The Excellence Cluster has been formed with the following aims:-

- 3.1 To raise the performance of all schools, but especially those that at present are performing below expectation.
- 3.2 To focus on improving the standards of specific underachieving groups of pupils.
- 3.3 To lead a planned strategy whereby the expertise that exists within schools in Hastings and St Leonards can be shared and implemented across the area.
- 3.4 To motivate teachers and students through the application of cutting edge developments in leadership and learning.

- 3.5 To provide a vehicle for accessing funding streams by guaranteeing an effective and coordinated implementation of initiatives and achievement of outcomes across the Hastings and St Leonards area.

#### **4. ESTABLISHMENT OF THE EXCELLENCE CLUSTER**

- 4.1 The Cluster Members declare that the Excellence Cluster for the purpose of receiving the Grant Funding and other funding shall take the form of the contractual relationship and mutual commitments between them created by this Agreement and the Excellence Cluster shall henceforth and from the date hereof be constituted accordingly.
- 4.2 Nothing in this Agreement shall constitute or be deemed to constitute a legal partnership between the Cluster Members or any of them and none of the Cluster Members shall have the authority or power (nor represent themselves as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of any of the other Cluster Members.
- 4.3 The Excellence Cluster shall have no legal existence apart from the Cluster Members and the commitments between them under this Agreement. The assets and funds (if any) of the Excellence Cluster will be held by the Local Education Authority for and on behalf of the Cluster Members.
- 4.4 If all members of the Excellence Cluster agree additional members may be admitted to the Consortium subject to such additional member entering into an agreement to adhere to the terms of this Agreement.

#### **5. ROLE OF SCHOOLS**

- 5.1 Each school which is a Cluster Member shall:
- 5.1.1 report progress at governing body meetings and present Grant Funding annually;
  - 5.1.2 continuously support the Cluster Excellence through headteacher involvement in either the Partnership Board or one of the strand working groups;
  - 5.1.3 encourage appropriate school staff to become actively involved in the strand working groups;

- 5.1.4 provide contact names of staff for specific projects;
- 5.1.5 participate in activities as identified by need;
- 5.1.6 accept responsibility for ensuring that projects and activities are supported appropriately;
- 5.1.7 ensure that the Hastings and St Leonards Education Action Zone equipment is made available to the Excellence Cluster;
- 5.1.8 assist in monitoring and evaluating the work of the Excellence Cluster, including providing appropriate data.

## **6 ROLE OF LOCAL EDUCATION AUTHORITY**

### **6.1 The Local Education Authority shall:**

- 6.1.1 act as accountable body in respect of Grant Funding to be held for the Excellence Cluster and shall make all appropriate banking and accounting arrangements and services required for the due and proper receipts holding and application of such Grant Funding;
- 6.1.2 receive and hold in accordance with the conditions of grant the Grant Funding, together with any other monies for the purposes of the Excellence Cluster;
- 6.1.3 offer employment to existing staff employed by the Hastings and St Leonards Education Action Zone on [their existing terms and conditions] as from 1st December 2004;
- 6.1.4 be responsible for employing the staff necessary to support the Excellence Cluster;
- 6.1.5 continuously support the Excellence Cluster through involvement in the Partnership Board;
- 6.1.6 encourage appropriate staff to become actively involved in the strand working groups;

- 6.1.7 assist in monitoring and evaluating the work of the Excellence Cluster, including providing data;
  - 6.1.8 report, as required, to the DfES on the use of Grant Funding;
  - 6.1.9 secure suitable accommodation for the Directorate
- 6.2 The Cluster Members agree that the Local Education Authority shall be entitled to call on the Grant Funding to pay:
- 6.2.1 the costs of employment of the Staff;
  - 6.2.2 any redundancy or other claims arising in respect of the termination of the employment of any member of the Staff, and to reimburse its proper costs; and
  - 6.2.3 the costs of providing the services in accordance with Clause 6.1 (except for those referred to in Clauses 6.1.5 and 6.1.6).

## 7 **PARTNERSHIP BOARD**

The Partnership Board shall be responsible for the strategic direction of the Excellence Cluster

- 7.1 The membership of the Partnership Board shall be drawn from the following bodies and sectors of the community (or such applicable member):

(1)	Schools	3
(2)	Special Education	1
(3)	Local Education Authority	1
(4)	East Sussex Local Education School Improvement Service (CfBT)	1
(5)	Strand Working Group Chairs	4
(6)	Hastings Borough Council	1
(7)	Voluntary and Community	1
(8)	Local Business	1
(9)	Health Services	1
(10)	14-19 Education	1

- 7.2 The Partnership Board shall be constituted by the appointment as follows:
- 7.2.1. members failing within 7.1 (1) and (2) shall be nominated by the Cluster members who are schools, each of whom should be a headteacher;
  - 7.2.2 the member failing within 7.1 (3) shall be appointed by the Local Education Authority
  - 7.2.3 the member failing within 7.1 (4) shall be nominated by CFBT and approved by the Local Education Authority;
  - 7.2.4 the Chairs of the Strand Working Groups set up from time to time will be members;
  - 7.2.5 the member failing within 7.1 (6) shall be nominated by Hastings Borough Council and approved by the Local Education Authority;
  - 7.2.6 the members falling within 7.1 (7), (8), (9) and (10) will be persons who appear to the Local Education Authority to represent the interests of the sectors of the community specified;
  - 7.2.7 a member of the Partnership Board shall vacate his office if he ceases to be an employee, officer or member of the applicable body or the sector of the community referred to in Clause 7.2 which he represents.
- 7.3 The Partnership Board shall not be a committee or joint board of any one or more of the Local Education Authority or the Cluster Members and shall have no separate or legal existence apart from the Cluster Members.
- 7.4 At the first meeting of the Partnership Board the Cluster Members shall elect a Chair and Vice Chair. The Chair and Vice Chair shall be headteachers of schools which are a Cluster member. The Chair and Vice Chair shall hold office for a year. The Partnership Board shall have the power to fill any casual vacancy.
- 7.5 The Partnership Board shall appoint a person to act as the Secretary to the Partnership Board, who shall be responsible for taking minutes, and circulating agenda.

- 7.6 No decision or commitment shall be capable of being made by the Partnership Board which shall be binding on all the Cluster Members save one made unanimously.
- 7.7 The Cluster Members agree that they will act in good faith and with goodwill and in accordance with the Spirit of this Agreement and use all reasonable endeavours to procure that the Partnership Board shall:-
- 7.7.1 act by consensus;
  - 7.7.2 reach unanimous agreements and decisions timeously and in the overall interests of the Cluster.
- 7.8 The roles and responsibilities of the Partnership Board shall be as follows:-
- 7.8.1 to direct the Excellence Cluster (in the sense of giving strategic direction to the Excellence Cluster but not becoming involved in its day to day management);
  - 7.8.2 to exercise overall control over the Project in terms of ensuring that:-
    - 7.7.2.1 the activities of the Cluster are being properly managed; and
    - 7.7.2.2 progress is monitored;
  - 7.8.3 to receive reports from the Working Strand Groups detailed in Clause 8;
  - 7.8.4 accept responsibility for appropriate use of Grant Funding;
  - 7.8.5 accept responsibility for the Excellence Cluster Action Plan;
  - 7.8.6 ensure that the work of the Excellence Cluster is driven by identified need to improve standards and performance;
  - 7.8.7 ensure that Hastings and St Leonards Action Zone/Excellence Cluster equipment and resources are maintained and used in accordance with the Action Plan
  - 7.8.8 will work with partners to support the schools and communities to further improve standards;



7.8.9 seek out and bid for external funds to support the aims of the Excellence Cluster;

7.8.10 work towards an exit strategy for the Hastings and St Leonards Action Zone based on collaboration between schools and partners; and

7.8.11 to oversee and approve the preparation of all budgets, plans, and business plans for the Cluster and any changes thereto.

7.9 The Partnership Board shall meet monthly in term time, or on such occasions as shall be determined by the Partnership Board from time to time.

7.10 The quorum for a meeting of the Partnership Board shall be [7].

## **8 STRAND WORKING GROUPS**

8.1 The Partnership Board shall in collaboration with the Local Education Authority and (as appropriate) with the Cluster Members establish (by co-option) a strand working group for each strand undertaken by the Excellence Cluster. Each Cluster Member shall have the right to nominate one representative on every Strand Working Group. The members of every Strand Working Group shall be suitably qualified and experienced. A member of the Partnership Board shall be appointed as the chairman of each Strand Working Group.

8.2 The initial Strand Working Groups which have been or shall (pursuant to Clause 8.1) be established by the Partnership Board are:-

8.2.1 Pupil Development Centres (Learning Support Units);

8.2.2 inclusive learning tutors (learning mentors);

8.2.3 gifted and talented pupils; and

8.2.4 learning and teaching programmes

8.3 The Partnership Board may (in collaboration with the Local Education Authority and (as appropriate) with the Cluster Members) establish further Strand Working Groups as necessary.

8.4 Any Strand Working Group shall have the roles and responsibilities within and in relation to their individual areas of competence but all such roles and responsibilities shall be exercised (and shall only be exercisable) subject to the prior approval and supervision of the Partnership Board.

## 9. **THE DIRECTORATE**

9.1 The Directorate shall for the time being be based in Hastings.

9.2 The Directorate shall:

9.2.1 employ, induct, train and manage the staff;

9.2.2 manage on a day to day basis the finance of the Excellence Cluster;

9.2.3 direct work according to the need of the schools who are Consortium Members; and

9.2.4 seek further funding to expand the services offered and available to the schools who are Cluster members.

## 10. **FUNDING**

10.1 Funding for the Excellence Cluster shall consist of:-

10.1.1 the Grant Funding;

10.1.2 such other funding as shall be raised as referred to in Clauses 7.8.9 or 9.2.4.

10.2 The Cluster Members undertake with each other to comply with and observe the terms and conditions of grant applicable to the Grant Funding.

## 11 **DURATION AND TERMINATION**

11.1 This Agreement shall come into effect on the Commencement Date and shall continue in force until 31<sup>st</sup> March 2006. Thereafter this Agreement may be extended on a yearly basis upon the decision of the Partnership Board to extend the same having been

reached at least three months before the end of each extended term provided always that this Agreement may be terminated by the Local Education Authority under Clause 11.2.

- 11.2 If the funding for the Excellence Cluster shall not be extended for any year for which there shall not otherwise be funding the Local Education Authority may give notice in writing to the other Cluster Members terminating this Agreement with effect from the date of expiry of such notice.

### **Schedule 1**

- (1) All Saints Church of England Junior School, Githa Road, HASTINGS, East Sussex TN35 5JU;
- (2) Blacklands Primary School, Osborne Close, HASTINGS, East Sussex TN34 2HU;
- (3) Castledown Community Primary and Nursery School, Priory Road, HASTINGS, East Sussex TN34 3QT;
- (4) Christ Church Church of England Primary School, Woodland Vale, ST LEONARDS, East Sussex TN37 6JJ
- (5) Churchwood Community Primary School, Church-in-the-Wood Lane, ST LEONARDS, East Sussex TN38 9PB
- (6) Dudley Infant School, Harold Road, HASTINGS, East Sussex TN34 2DE
- (7) Elphinstone Community School, Parker Road, HASTINGS, East Sussex TN34 2DE
- (8) Filsham Valley School, Edinburgh Road, ST LEONARDS, East Sussex TN38 8DA
- (9) Helenswood School (Girls), Upper School, The Ridge, ST LEONARDS, East Sussex TN34 2AF
- (10) Hillcrest School, Rye Road, HASTINGS, East Sussex TN35 5DN
- (11) Hollington Primary School, Quebec Road, ST LEONARDS, East Sussex TN38 9HH
- (12) Red Lake Community Primary School, Rye Road, HASTINGS, East Sussex TN35 5DB
- (13) Robsack Wood Community Primary School, Whatlington Way, HASTINGS, East Sussex TN38 9RB
- (14) Sacred Heart Catholic Primary School, Old London Road, HASTINGS, East Sussex TN38 5NA
- (15) Sandown Primary School, The Ridge, HASTINGS, East Sussex TN34 2AA

- (16) Silverdale Primary School, Perth Road, ST LEONARDS, East Sussex TN37 7EA
- (17) St Leonards Church of England Primary School, Collinswood Drive, ST LEONARDS, East Sussex TN38 OEB
- (18) St Mary Star of the Sea Catholic Primary School, Magdalen Road, ST LEONARDS, East Sussex TN37 6EU
- (19) St Paul's Church of England Primary School, Horntyte Road, ST LEONARDS, East Sussex TN37 6RT
- (20) The Grove School, Darwell Close, ST LEONARDS, East Sussex TN38 9JP
- (21) Thomas Peacocke Community College, The Grove, RYE, East Sussex TN31 7NQ
- (22) West St Leonards Community Primary School, Harley Shute Road, ST LEONARDS, East Sussex TN38 8BX
- (23) Little Ridge Community Primary School, Little Ridge Avenue, ST LEONARDS, East Sussex TN37 7LR
- (24) William Parker School, Parkstone Road, HASTINGS, East Sussex TN34 2NT
- (25) East Sussex County Council, County Hall, St Anne's Crescent, LEWES, East Sussex BN7 1SW ('the Local Education Authority')

**IN WITNESS** thereof the Parties hereto have executed this Agreement the day and year first above written.