

Minutes

OAT Board of Trustees

Date: Thursday 15th March 2018
Time: 11.00am
Location: The Langham Suite, Grange Langham Court Hotel,
 31 – 35 Langham Street, London, W1W 6BU

Present:

Paul Hann	PH	Chair
Wendy Barnes	WB	Trustee
Sir Robin Boshier	RB	Trustee
Ian Brookman	IB	Trustee
Frances Hall	FH	Trustee
Nick Hudson	NH	CEO and Trustee
Peter Murray	PM	Trustee and Founding Chair
Jane Nolan	JN	Executive Principal and Trustee
Bal Samra	BS	Trustee
Mark Stanyer	MS	Executive Principal and Trustee

Apologies:

Nicole McCartney	NMc	National Director of Education
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In Attendance:

Luke Bowers	LB	Director of Curriculum, Assessment and Enrichment
Carmel Brown	CB	National Director of People and Operations
Mark Henson	MH	Company Secretary
James Miller	JMi	National Director of Estates and Technology
James Murray	JMu	Ormiston Trust
Paul Nye	PN	National Director of Finance

Part	Discussion	ACTION
1	Welcome, introductions and apologies	
1.1	Apologies were received and accepted from NMc. The Chairman welcomed CB to the Board meeting following her appointment to the Executive team.	
2	Minutes/Administration	
2.1	<u>Declaration of interests and Trustees interests</u> No changes declared.	
2.2	<u>Minutes</u> The Minutes of the Board Meetings of 14 and 18 December 2017 were approved as a true record and signed on behalf of the Board by the Chairman.	PH

2.3	<p>Matters Arising</p> <p><u>5.1 School conversions</u> NH updated the Board on the status of the conversions of Thomas Wolsey and Flegg High Schools. It was acknowledged that additional support for Thomas Wolsey would be required and an update on how this would be provided would be discussed at the next SIS Committee meeting. MS had contacts with Special Schools which may be of use.</p> <p><u>5.5 Partnership fees</u> PH confirmed that an independent Chair for the working party had been recruited. PN updated the Board on the progress and timing of the working party's recommendation which would be made by end April 2018.</p> <p>All other matters arising had been actioned, delegated to the FOR and or SIS Committees or formed part of the meeting's agenda.</p>	<p>NH</p> <p>PN</p>
3.	<p>Strategic Priorities</p> <p>PH/NH briefed the Board on recent DfE and Ministerial meetings which signalled a changing environment for, and expectations of MATs in general which would accelerate the need for change, increased efficiencies and financial robustness; increase focus on absolute standards of attainment, governance and financial controls; and require OAT to look outwards for external best practice to accelerate improvement.</p> <p>It would be useful to clearly articulate the Trust's key strategic aims and costed operating plans to achieve them. NH agreed to provide a draft to the July Board meeting.</p>	<p>NH</p>
4.	<p>School Improvement Update – Predictions (LB in attendance)</p> <p>LB presented an overview of MAT league table performances for KS4 Progress 8 including OAT's improvements over three academic years prior to reviewing 17/18 OAT KS3 targets and predictions. KS2 Primary performance was extremely strong and all primaries expected to attain or exceed national attainment standards. Secondary performance was mid-table with continued improvements necessary over the next 2-3 years for OAT to achieve its aspirations to be in the top 25% performing MATs.</p> <p>Discussion included a number of factors which could influence final predictions; alternative curriculum models; the need to use external measures/best practice; to include KS4 as well as KS3 data and predictions; and financially quantify and articulate OATs school improvement model.</p>	<p>EXEC</p>
5.	<p>Financial Oversight & Risk Committee Update</p>	
5.1	<p>IB/PN summarised the key items reviewed by FOR/Audit since the last Board meeting including 17/18 reforecasts post pupil number confirmations; early 18/19 budget submissions with a minimum overall break-even position targeted and giving early sight of projected trust reserves; RSM fees including a first year over-run; GDPR preparations; safeguarding and mental health; and internal audit services which was due for re-tender.</p>	

6	Estates & Technology Update	
6.1	<p><u>GDPR</u></p> <p>JM updated the Board on key initiatives highlighting the detailed GDPR programme underpinned by training and a bespoke toolkit from OATs legal advisers and which would also now include the services of a data protection consultant to ensure implementation across the trust. An independent review of compliance with the GDPR would be introduced in the future possibly through internal audit for ongoing monitoring.</p>	
6.2	<p><u>Regional hub model</u></p> <p>JM summarised the work to date on a regional hub model of services with CB detailing the employment complexities in implementing potential change. Discussion included the need for change at pace; different structural models; accountability and oversight of the Board; cultural change; target operating models; and the potential need for independent external expertise on optimal organisational structure.</p> <p>The Executive would consider the merits of engaging external advice on the optimum target operating model and appropriate external providers.</p>	NH
7.	Projects Update	
7.1	<p><u>Approval to begin process of transferring Cliff Park schools' sponsorship to OAT</u></p> <p>Having undertaken discussions with the East Anglia Schools Trust (EAST) and following receipt of the consent from the National Schools' Commissioner, the directors considered that it was in OAT's best interests (and in furtherance of its charitable objects) to approve the initiation of the process to assist EAST in the merger of Cliff Park Infants school and Cliff Park Junior School into one Primary Academy and subsequently to transfer the sponsorship of the new academy to OAT as soon as practicable, with a target for the transfer to be completed during the 2018/2019 academic year.</p> <p>In making this decision, the Directors have considered their equality duty and have concluded that the decision to transfer this Academy Trust is unlikely to affect disproportionately any particular person or group who share protected characteristics.</p> <p>The Directors therefore resolved to authorise the executive team to progress the transfer process, including in particular, but without limitation, the following activities and documents</p> <ol style="list-style-type: none"> 1. Deed of Novation and termination of the NEW EAST Funding Agreement to create a new Supplemental Funding Agreement 2. Transfer Agreement to transfer the non-land assets and liabilities from NEW EAST to OAT 3. Assignment of Leases and sub leases 4. Conduct TUPE 5. Conduct consultation with key stakeholders 	

	The above resolution was subject to the process being non-contractual as to completion at this stage.	PN
7.2	<u>Due Diligence Process</u> BS recommended that, in line with discussions earlier in the meeting, academies proposed to join OAT be subject in future to a two-step process of authorisation via the FOR Committee pre and post the Memorandum of Understanding phase.	NH/PN
8.	Governance	
8.1	<u>Committee Terms of Reference</u> MRH advised that a review of the current terms of reference would be instigated with the respective committees and revised terms of reference recommended to the Board at its July meeting.	MRH
8.2	<u>Scheme of Delegation</u> The Board considered and approved The Scheme of Delegation and Matrix as circulated which had been updated to reflect the current organisational structure. The Chair recorded the Board's thanks to the Governance team for concluding the significant update.	NH/CB
9.	Policies	
9.1	<u>Supporting Students with Medical Needs Policy</u> The supporting students with medical needs policy as circulated to the meeting was considered and approved.	NH/CB
9.2	<u>SEND Policy</u> The approval of the special educational needs and disabilities policy by the SIS Committee on behalf of the Board on 8 February 2018 was ratified.	NH/CB
10.	Any other business	
10.1	<u>Lloyds Bank Online bank account Application</u> It was resolved that: 1. The Bank is invited and authorised to send the Principal Administrator(s) appointed in Section 6 of the application form when appropriate, all information relating to the Commercial Banking Online service including initial access code with our and all Users use of the Commercial Banking Online service. 2. It is acknowledged that we are fully responsible to the Bank for the actions of the Primary Administrator(s) and all Users. 3. We request Security Devices and where applicable, agree to be bound by all their material terms and conditions as set out in any supplementary PKI Customer Agreement which may be issued to us from time to time and authorise the Bank to send the Security Cards	

to the relevant User. We agree to pay the cost of all items needed to enable access and use of Commercial Banking Online as may be debited to the account(s) specified in Section 8 from time to time.

4. Our existing mandate(s) (if any) in favour of the Bank relating to our account(s) be varied, as may be necessary, so as to allow our and all Users' use of the Commercial Banking Online service including the ability of the Primary Administrator(s) nominated in this application form, and/or Administrator(s) (without the involvement of the Bank) to authorise individuals to make use of any or all of the features of the Commercial Banking Online service as permitted by the Conditions and to set such limits as the Primary Administrator(s) and or Administrator(s) determine.
5. We authorise the details of our accounts held now or in the future accessible through the Commercial Banking Online service can be passed to the Parent/Holding Company in order to provide the Service to us. This authorisation includes, but is not limited to, details of any transactions on our accounts.
6. We acknowledge that our Primary Administrators and or Administrators is responsible for ensuring that all transactions made through the Commercial Banking Online service are duly and correctly authorised and that the Bank is entitled to rely on any instructions (including, without limitation, any payment instructions by all Users and is under no obligation to verify the security procedures or identity of the person(s) issuing the instructions provided that they have been properly authorised using a Security Device in accordance with the Security Procedures.
7. Where we have requested that you may accept the instructions of the Parent/Holding Company to make changes to this Agreement on behalf of any additional legal entities in relation to the Commercial Banking Online Service, we agree to indemnify you against (and confirm that you will not be held responsible for) all and any claims, losses, costs or charges which may be raised against you or incurred by you in consequence of your acting upon instructions of the Parent/Holding Company and shall upon request provide you with confirmation and/or ratification of these actions from such additional legal entities.
8. Where we have requested that you may accept an instruction or application to add and/or modify existing additional functionality available through the Commercial Banking Online service. We confirm that you may accept such instruction or application from our Primary Administrator(s) and shall upon request provide you with confirmation and/or ratification as may be required.
9. We grant to the Bank the following indemnity. In considering that from time to time we wish to make transfers of monies from our account or accounts on behalf of all parties included with this application in your books to one or more other of our accounts, or to an account or accounts of any other person, firm or company, regardless of where the accounts are held, and considering also that for the sake of convenience we have requested that you will accept instructions to give effect to such transfers notwithstanding that

	<p>these instructions will be given to you by us or on our behalf by the Primary Administrator(s) and/or Administrator(s) through the Commercial Banking Online service and authenticated by means of a Security Device (or other security code) which request you have accepted: we undertake to indemnify you against (and confirm that you will not be held responsible for) all and any claims, losses, costs or charges which may be raise against you or incurred by you in consequence your acting upon instructions received through the Commercial Banking Online service to effect transfers for or in connection with this in any manner or way provided that such claims, damages and expenses do not arise from the negligence, default or fraud of the Bank, its employees or agents.</p>	
10.2	<p><u>Vice-Chair</u> On recommendation of the Chairman, the Board approved the appointment of IB as Vice-Chairman.</p>	
10.3	<p><u>Dates of next meetings</u></p> <ul style="list-style-type: none"> • Thursday 19 July 2018 • Thursday 13 September 2018 - TBC • Thursday 13 December 2018 - TBC • Thursday 14 March 2019 - TBC • Thursday 18 July 2019 – TBC <p>All to advise availability for the draft 18/19 Trustee Board dates to MRH</p>	ALL
	<p>There being no further business, the meeting closed.</p>	
	<p>Chairman</p>	