

Dated

2019

Members' Agreement

relating to

Jewish Community Academy Trust

Stone King LLP
Boundary House
91 Charterhouse Street
London EC1M 6HR

Parties

- (1) **Jewish Community Academy Trust** incorporated and registered in England and Wales with company number 07643890 ("**JCAT**").
- (2) The parties listed in Schedule 1 to this agreement (each an "**Initial Member**" and together the "**Initial Members**")

each, a "**Party**" and together, the "**Parties**".

Background

- (A) JCAT is a charitable company which will, with effect from the Initial Conversion Date and any Further Conversion Date, operate the Academies in accordance with its charitable objects.
- (B) JCAT and the Initial Members have agreed to enter into this agreement as a deed for the purpose of making certain commitments as set out in this agreement and to acknowledge the following vision and values:
 - JCAT will be modern and centrist Orthodox in outlook, under the religious authority of the Chief Rabbi, providing an immersive Jewish experience and education for all students, tailored to the specific needs of each of its academies;
 - JCAT will be a centre of educational excellence, developing well-rounded students committed to a life of Torah, Jewish values and to the Land, the People and the State of Israel, who have a strong commitment to Britain and British values, and who will make a meaningful contribution to the Jewish community, Israel and wider society;
 - JCAT will create a nurturing cohort of schools that develop and challenge their students to learn and grow academically and religiously; and
 - JCAT will prioritise strengthening the triangular relationship of school-home-community which is at the centre of a successful and transformative integrated educational and Jewish environment.

Agreed terms

1 Definitions and Interpretation

1.1 In this agreement:

1.1.1 the headings are for ease of reference only and shall not affect the interpretation of this agreement;

1.1.2 words denoting the singular include the plural and vice versa;

1.1.3 words denoting one gender include each gender; and

1.1.4 words denoting persons include bodies corporate and unincorporated associations and vice versa.

1.2 In this agreement, unless otherwise specified or the context otherwise requires, a reference to:

1.2.1 a clause is to a clause in this agreement; and

1.2.2 this agreement includes its schedules and annexes.

1.3 The following definitions shall apply in this agreement.

Academies: those academy schools which are operated by JCAT from time to time pursuant to the terms of the Funding Agreements, which, as at the date of this agreement, comprise Wolfson Hillel Primary School, Sacks Morasha Jewish Primary School, Rimon Jewish Primary School and Moriah Jewish Day School;

Admissions Code: the School Admissions Code dated 19 December 2014 made under section 84 of the School Standards and Framework Act 1998, as may be amended from time to time;

Admissions Policies: the admissions policies for each of the Academies which govern the admission of pupils to the Academies;

Articles of Association: the articles of association of JCAT;

Board: the board of Trustees from time to time of JCAT;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Deed of Adherence: a deed of adherence in such form as the Board may reasonably require under which a person who is admitted as a Member of JCAT agrees with the Members and JCAT to become a party to, and to be bound by the terms of, this agreement;

Effective Date: the _____ ;

Funding Agreements: those Master and Supplemental Funding Agreements which may be in force from time to time between the Secretary of State for Education and JCAT for the operation of the Academies;

Further Conversion Date: such date or dates falling after the Initial Conversion Date on which Academies may join JCAT;

Headteachers: the headteachers of the Academies;

Initial Academies: means those schools which became academies within JCAT on the Initial Conversion Date, being Wolfson Hillel Primary School, Sacks Morasha Jewish Primary School, Rimon Jewish Primary School and Moriah Jewish Day School;

Initial Conversion Date: 00.01am on 1 March 2019 or such other date as may be agreed in writing between the Parties;

JCAT Vision: the vision agreed by the Parties for the operation of JCAT, as annexed at Annex 1, and as may be amended from time to time as further detailed in this agreement;

Local Governing Bodies: the committees of the Board established to oversee the operation of each of the Academies pursuant to the provisions of the Scheme of Delegation;

Member: any member of JCAT for the purpose of, and as detailed by, the Companies Act 2006 and their membership and which includes each of the Parties (including any person who becomes a Party by executing a Deed of Adherence pursuant to clause 7.3 but excluding JCAT) and Members means all of them together;

Scheme of Delegation: the document which details the governance arrangements for the operation of JCAT, the current version of which is annexed at Annex 2.

2 Term

2.1 Subject to the provisions of this clause 2, this agreement shall come into force on the Effective Date and shall continue unless and until terminated by agreement between the Parties.

2.2 In the event that a Member ceases to be a member of JCAT, that Member shall cease to be a Party.

2.3 The provisions of clauses 3.2 and 3.3 shall only apply for a period of 2 years from the Effective Date.

3 Agreed terms

3.1 JCAT shall operate the Academies with effect from the Initial Conversion Date in accordance with the provisions of:

3.1.1 the Articles of Association;

- 3.1.2 the Funding Agreement;
 - 3.1.3 the Members Agreement;
 - 3.1.4 the Scheme of Delegation.
- 3.2 The consent of all of the Members shall be required in the event of any changes being proposed to be made to the JCAT Vision as set out in Annex 1 or to any changes to the Articles of Association and the Scheme of Delegation where any changes would have an impact on the religious character of JCAT as set out in the JCAT Vision.
- 3.3 The consent of all of the Members and of at least 50% of the Local Governing Bodies of the Initial Academies shall be required to:
- 3.3.1 any other changes to the Articles of Association and the Scheme of Delegation;
 - 3.3.2 the Parties exercising their right to terminate pursuant to clause 2.1; and
 - 3.3.3 the Parties exercising their right to vary this agreement pursuant to clause 8.1.

4 Admissions

- 4.1 The Board is required to determine the Admissions Policies in accordance with the provisions of the Admissions Code.
- 4.2 The Board shall consult the Local Governing Bodies before making any changes to the respective Admissions Policies which apply to each Academy.
- 4.3 Unless otherwise required by the Admissions Code, the Board shall not propose any changes to an Admissions Policy of an Academy unless the Local Governing Body of that Academy, acting reasonably, agrees to the changes being made.

5 Appointments

- 5.1 Pursuant to the provisions of the Articles, and subject to the provisions of this clause 5, the Board is responsible for the appointment of the Chief Executive Officer and the Head Teachers.
- 5.2 The Board shall consult with the Local Governing Bodies with regard to the appointment of the Chief Executive Officer for JCAT.
- 5.3 In the case of the appointment of a Head Teacher, the Board shall involve the Local Governing Body of the Academy concerned in the recruitment process, including at interview stage.
- 5.4 In the case of the appointment of a Chair of the Local Governing Body, the Board shall invite the Local Governing Body of the Academy concerned to nominate a candidate for consideration by the Board for the position of Chair of the Local Governing Body in accordance with the agreed skill sets, based on the Department for Education Competency Framework for Governance (as from time to time amended or replaced).

6 Policies

- 6.1 The Board shall determine the policies for the operation of the Academies as detailed in the Scheme of Delegation.
- 6.2 The Board shall consult the Local Governing Bodies before making any changes to the policies.

7 Members

- 7.1 The Initial Members shall be the Members of JCAT.
- 7.2 The Initial Members may, in accordance with the provisions of the Articles of Association, determine to add additional Members.
- 7.3 With the exception of the Initial Members, no person shall become a Member of JCAT unless they have entered into a Deed of Adherence in favour of all the parties to this agreement.

8 Variation and waiver

- 8.1 No variation of this agreement shall be effective unless it is in writing and signed by or on behalf of each party for the time being.
- 8.2 A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and is signed by the Party waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.
- 8.3 A failure or delay by any Party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 8.4 No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 8.5 A person that waives a right or remedy provided under this agreement or by law in relation to one person, or takes or fails to take any action against that person, does not affect its rights or remedies in relation to any other person.

9 No partnership or agency

- 9.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or constitute any Party the agent of another Party.

10 Entire agreement

- 10.1 This agreement, together with any documents referred to in it, constitutes the whole agreement between the Parties relating to its subject matter and supersedes any prior drafts,

agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

11 Conflict

Unless relating to a requirement to comply with an applicable law, statute, regulation, code and/or Department for Education guidance, if there is an inconsistency between any of the provisions of this agreement and the provisions of the Articles of Association and Scheme of Delegation, the provisions of this agreement shall prevail.

12 Notices

12.1 A notice given to a Party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, e-mail, recorded delivery or special delivery in each case to that Party's address (or to such other address as that Party may notify to the other Party in accordance with this agreement).

12.2 The addresses for service of notices are:

12.2.1 In the case of JCAT:

(a) address: its registered office address for the time being.

12.2.2 In the case of a Member:

(a) address: as set out opposite that Member's name in Schedule 1.

12.3 A Party may change his details for service of notices as specified in clause 12.2 by giving notice to the other parties, provided that the address for service is an address in the United Kingdom following the change. Any change notified pursuant to this clause 12 shall take effect at 9.00 am on the later of the date (if any) specified in the notice as the effective date for the change or five Business Days after deemed receipt of the notice.

12.4 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 12 have been satisfied) if delivered by hand, at the time the notice is left at the address or if sent by pre-paid first class post, recorded delivery or special delivery on the second Business Day after posting unless, in each case, such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur at 9.00 am on the day when business next starts in the place of deemed receipt (and, for the purposes of this clause 12, all references to time are to local time in the place of deemed receipt).

12.5 This clause 12 does not apply to the service of any proceedings or other documents in any legal action.

13 Severance

13.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

14 Third party rights

14.1 With the exception of Finchley Jewish Primary School Trust and Harrow Jewish Day School Trust, a person who is not a Party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

14.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

15 Counterparts

15.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

15.2 No counterpart shall be effective until each Party has executed at least one counterpart.

16 Dispute Resolution

No Party will take legal proceedings for the enforcement of the terms of this agreement or of any rights arising under it, without first having taken positive steps to resolve the matter by negotiation, mediation or other informal method of dispute resolution not involving publicity.

17 Governing law and jurisdiction

17.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.2 Subject to clause 16, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This deed has been entered into on the date stated at the beginning of it.

Schedule 1 The Initial Members

Name	Address
Ephraim Mirvis (Chief Rabbi)	
Michael Goldstein	
Claire Lemer	
David Frei	
Joshua Rowe	

ANNEX 1

JCAT Vision

Introduction

Chief Rabbi Mirvis' stated mission of creating a more engaging, caring and relevant Judaism infuses the vision of the United Synagogue (US) MAT, JCAT. Ethos is at the heart of JCAT driving everything JCAT does. Pooling resources and sharing best practice, JCAT will ensure that all schools benefit from the highest standard of secular and Jewish education.

Vision

JCAT will be modern and centrist Orthodox in outlook, under the religious authority of the Chief Rabbi, providing an immersive Jewish experience and education for all students, tailored to the specific needs of each of its academies. It will be a centre of educational excellence, developing well-rounded students committed to a life of Torah, Jewish values and to the State of Israel, who have a strong commitment to Britain and British values, and who will make a meaningful contribution to the Jewish community, Israel and wider society.

JCAT will create a nurturing cohort of schools that develop and challenge their students to learn and grow academically and religiously. JCAT will prioritise strengthening the triangular relationship of school-home-community which is at the centre of a successful and transformative integrated educational and Jewish environment.

Values

The vision and ethos of JCAT creates the framework for a holistic and immersive school setting which will:

General Outlook

- aspire to integrate Jewish values, Jewish education and Israel with school life as a whole and with the secular curriculum
- be fully committed to a Jewish way of life and the centrality of Torah and Halacha in Jewish life
- treat both academic excellence and excellence in Jewish Studies as of equal importance for both boys and girls never prioritising one above the other
- develop students who are passionate about Jewish and secular studies infusing them with a commitment to lifelong learning in both areas

Community and Social Responsibility

- build a strong and close relationship between the school, parents and the communities where students come from, partnering with them in developing and growing students
- prioritise and inculcate a sense of responsibility so that students are engaged in practical ways locally, nationally and internationally, both inside and outside the Jewish community, and in relation to Israel

Jewish development/growth

- emphasise both experiential and text based approaches to teaching Jewish life and Jewish studies, developing students' familiarity with the library of Jewish books
- use Jewish history as a core vehicle to develop Jewish identity, contextual awareness and understanding
- have a particular focus on Hebrew to create better understanding of Jewish texts and engagement with ritual, and *Ivrit* as a modern language to develop students' connection to Israel

Academic

- Aim to grow our own teachers from identifying non-teaching staff and training them, to recruiting highly qualified NQTs and teachers. Career pathways will be developed ensuring we offer professional development to grow future leaders and subject specialists and retain the best in our MAT.
- Strive to ensure that we offer the highest ratio of teachers to pupils so as to achieve academic excellence whilst also promoting an inclusive approach to enable each child to make the best possible progress.
- Prioritise mental health and well-being of our entire community. Staff work-life balance will be prioritised to reduce burn out through increased non-contact time and team working.
- Seek to deploy new developments in EdTech.
- Build international networks to draw on overseas expertise to enhance teaching & learning and provide our staff and children with a more global perspective and so prepare pupils for the future world of work.

Financial & Demographic

- Share operational running costs securing economies of scale through combining back office functions and shared roles across JCAT and possibly other schools/MATs where identified.
- Collectively seek sponsors and donors for cross MAT projects.
- Seek to review school locations and pupil numbers, relocating schools where necessary to support the continuation of the OCR schools community.

ANNEX 2
SCHEME OF DELEGATION

**Executed and delivered as a
Deed by Jewish Community Academy Trust**

acting by _____
a director, in the presence of:
Signature of witness: _____
Witnesses' name: _____
Witnesses' address: _____

**Executed and delivered as a
Deed by**

in the presence of:
Signature of witness: _____
Witnesses' name: _____
Witnesses' address: _____

**Executed and delivered as a
Deed by**

in the presence of:
Signature of witness: _____
Witnesses' name: _____
Witnesses' address: _____

Executed and delivered as a

Deed by

in the presence of:

Signature of witness:

Witnesses' name:

Witnesses' address:

Executed and delivered as a

Deed by

in the presence of:

Signature of witness:

Witnesses' name:

Witnesses' address:

Executed and delivered as a

Deed by

in the presence of:

Signature of witness:

Witnesses' name:

Witnesses' address:
