

PART 1 - TERMS OF REFERENCE

1. What Is a Federation?

The Federation of Independent Schools (TFoIS) has been formed whereby a number of schools have come together for collaboration purposes, but remain independent. The FoIS network seeks to drive forward partnerships. This is sometimes referred to as “soft” federation, which is in effect a collaboration; This is a less formal arrangement in which the governing bodies remain separate. Through the Federation, member schools have access to a range of school improvement and support services.

2. The Benefits of Federation

The benefits of federation are numerous. This includes:

- 2.1. stronger schools supporting weaker schools, as appropriate
- 2.2. small schools banding together to increase capacity and protect education provision
- 2.3. federation across phases to strengthen education provision across the education community
- 2.4. better and broader offer for pupils - both curricular and extra curricular
- 2.5. more opportunities to employ specialist staff
- 2.6. significantly more opportunities for CPD for staff
- 2.7. better recruitment and, succession planning & retention of staff
- 2.8. moderating and benchmarking same systems of assessment, data and finances, HR and IT
- 2.9. learning from each other
- 2.10. more capacity for innovation
- 2.11. Efficiencies
- 2.12. Improved confidence through benchmarking

3. Mission Statement

Our Mission is to support and challenge schools with developing and delivering world class education. Our vision is that all individuals, groups or schools aspiring to deliver world-class education feel confident in the support, challenge and collaboration available to them.

4. The Purpose/Aims of the Federation of Independent Schools

- 4.1. Whilst working in partnership, to ensure that students are at the heart of any decision making.
- 4.2. To develop a collaborative approach within a school and across schools to secure the best outcomes for children and young people
- 4.3. To ensure that member schools are offered a full range of services in order to secure school improvement
- 4.4. To offer high quality, bespoke CPD and training, with the aim of empowering individuals and organisations to shape their future.
- 4.5. To promote self improvement through networking with other member schools within the federation.
- 4.6. To facilitate forums for outstanding leadership to share ideas and disseminate information.
- 4.7. To ensure that practice is well-grounded in researched methods.

5. Term

The Terms of Reference is effective from May 2020 and will be ongoing until terminated by agreement between the parties, in line with the Cancellation Policy.

6. Membership

- 6.1. Membership of TFoIS is annual, from 1st August to 31st July.
- 6.2. **Who can be Members ?**
To be elected to Membership of the Federation of Independent Schools, Members (Heads/Principals/School Leaders) are required to:
 - ❖ Be the person in day-to-day control of the school
 - ❖ Have sufficient relevant experience, as agreed by the application process.
- 6.3. Our Members do not have to hold a specific degree or qualification.
- 6.4. The **Head** is the member, not the school

7. Registration Requirements

All schools/colleges with more than 5 pupils of compulsory school age are required to be registered with the Department for Education as an independent school and to undergo a Government approved inspection, e.g. Ofsted or ISI. FE (Further Education) colleges with fewer than 5 pupils of compulsory school age may apply for full membership based upon a successful Educational Oversight Inspection.

- 7.1. To be elected to membership satisfactory inspection standards must be reached and maintained.
- 7.2. Applicants for Membership submit a copy of their school's latest inspection report for consideration. This may be an ISI, Ofsted or other report from a recognised inspectorate.
- 7.3. Where there are no significant regulatory failings and where inspection judgements meet the standards, schools will be eligible to be brought into membership.
- 7.4. For registered Independent schools, where significant regulatory failings exist and/or standards are below an acceptable level, the Federation may defer membership until evidence of satisfactory regulatory compliance is available. While membership may not be possible at this juncture, TFoIS will advise and support the school, at a cost, until appropriate standards are reached and an application for membership can be resubmitted. No additional application charge is levied.
- 7.5. In cases of minor regulatory non-compliance, TFoIS may admit an applicant into membership
- 7.6. All members are required to send ISA any Ofsted or other public reports as soon as these are published.

8. Membership Accreditation Process

The application procedure involves a number of stages:

- 8.1. You complete and return the application form.
- 8.2. On receipt of your paperwork, we will review the application and your last inspection report.

- 8.3. A registration fee (see below) is payable **at this point** and the Federation of Independent Schools (TFoIS) will invoice the school.
- 8.4. TFoIS will contact you to arrange to meet with you in your school. The purpose of the visit, which forms part of the registration process, is as much to ensure that you are aware of all that TFoIS has to offer, as it is to see the work of the school in its environment. This is, of course, NOT an inspection of the school and you will not be asked for evidence of compliance. If international visits are required, additional cost will apply, eg. Flights and hotels etc.
- 8.5. Following the visit, we will write a recommendation regarding suitability for TFoIS membership. We will only recommend schools where we believe we will be able to offer a good level of support.
- 8.6. If successful, your school will have access to the full TFoIS benefits. Your school will be presented with a certificate denoting membership and you will be able to use the TFoIS logo.
- 8.7. Your staff and pupils will also be able to take part in all TFoIS activities, as they occur, from that point onwards.
- 8.8. TFoIS Ltd will invoice you for the fees, The Membership Team will keep you abreast of developments throughout the process.

9. Requirements for International Affiliate Status (UK, Overseas and Group)

- 9.1. To be elected to Membership of the Federation of Independent Schools, Members (Heads/Principals/School Leaders) are required to:
 - ❖ Be the person in day-to-day control of the school
 - ❖ Have sufficient relevant experience, as agreed by the application process.
- 9.2. The school/college must:
 - 9.2.1 Be registered/certified as a bona fide school/college in the country concerned and be legally constituted in that country (documentary proof is required). You must be registered with the Ministry of Education, if appropriate.

- 9.2.2 Provide a curriculum taught mainly or partly in English and based on a British Curriculum.
- 9.2.3 For secondary schools, recognised British Examination Boards should be used
- 9.2.4 Show through local inspection reports, as appropriate, and exam results that it is performing at an acceptable level of competence (where available, a copy of the latest inspection report will be required)
- 9.2.5 Following receipt of the application, a review of the school's inspection report and where appropriate, a visit to the school (where applicable and practical), TFoIS will consider the application.
- 9.2.6 If the school meets the standards set, and shares the values of the Federation, then registration will be approved.

10. TFoIS Fee Payment Structure & Schedule

- 10.1. All charges are reviewed annually, with commencement 1st August and apply per school (i.e. per DfE unique reference number).
- 10.2. A one-off, non-refundable registration fee is payable upon registration to cover the administration costs. If a membership application of a school is not approved, this fee will be reimbursed in full.
- 10.3. **The Registration Fee for 2020/21 is £345.**
- 10.4. **The Membership Fees for 2020/2021 are;**
(Fees vary depending upon the type of membership)

Membership Fees

Fees vary depending upon the type of membership and size of the school:

Membership Type	Membership Fee (Per Annum)		Number of Pupils	Per Capita Fee (Per Annum)
Basic	£500	+	0 - 60	£2.00 per pupil
Full	£650		61 - 200	£2.50 per pupil
Enhanced	£800		201+	£3.50 per pupil

10.5. **Payment Options:**

One annual payment or Monthly Direct Debit payments is required for Membership

10.6. **International Affiliates:**

Annual Membership Fee, as above, plus £750p/a (Ts & Cs applies. See 8.4)

10.7. **Automatic Renewals:**

Automatic annual renewal takes place unless cancellation procedures (see 14.3) are instigated.

11. The FoIS Advisory Group

The Federation will establish an Advisory Group. The aim of the Advisory Group is to ensure that we continue to meet our aims and improve our services to our clients. The Advisory Group is accountable for;

- ❖ fostering collaboration
- ❖ removing obstacles to the Federation's successful delivery of services, adoption and use
- ❖ providing feedback to the senior leadership of TFoIS, as requested
- ❖ maintaining at all times, the focus of the Federation on the agreed scope, outcomes and benefits
- ❖ promote the Federation to non-members
- ❖ maintaining productive and positive working relationships within the Federation
- ❖ advising, monitoring and managing the factors outside of the Federation's control that are critical to its' success

12. Working Methods/Ways of Working

12.1. Membership falls into three packages, as shown above (see point 10). As part of the packages, there is an extensive menu of school improvement services which the members of TFoIS have access to. These are buy-in options and are covered by these Terms of Reference, but also by the individual Service Level Agreements which come with the agreed options.

- 12.2. To avoid miscommunication, TFoIS will aim to utilise IT as far as is reasonably possible. Our website will be a central platform for the work of the organisation. In addition, it is imperative that Headteachers attend the monthly Headteacher's webinar in order that they remain informed about developments which are in place to assist the schools within the Federation.

13. Disputes and Resolution

- 13.1. If a member school should have any concern over the quality of service provided, it should contact one of the Managing Directors of TFoIS Ltd.
- 13.2. If the Federation has any concerns about the educational establishment, it will contact the Headteacher in the first instance. If the concern cannot be resolved, it will be escalated using the establishment's complaints procedure.

14. Cancellation of Membership

- 14.1. You are able to cancel your membership within 30 days of you being registered as a Federation member. There is then a minimum membership term of one year.
- 14.2. You can cancel your membership if we increase your memberships fees without prior notification.
- 14.3. You can cancel your membership with at least 60 days notice, prior to renewal of your annual membership. We do not issue refunds, so your cancellation date will be set as the day that your direct debit is due.
- 14.4. You may initiate the cancellation of your membership by email to contactus@tfois.co.uk or over the phone to a member of TFoIS personnel, however, written confirmation is needed prior to the 60 day expiry date.
- 14.5. Upon receipt of your membership cancellation request, we will cancel your membership, with the 60 day notice, and linked to the direct debit date, and notify you by email and confirm the expiry date of your membership.
- 14.6. Once membership cancellation has been confirmed, it is your responsibility to cancel the direct debit instruction with your bank.

- 14.7. Access to the services provided by The Federation of Independent Schools will cease on the date of expiry of membership.
- 14.8. TFoIS insists on a 12-month break period if you wish to re-join the Federation. New registration procedures will apply.

15. Termination of membership by Us

- 15.1. We reserve the right to expel you from the Federation and/or end your membership with notice if, at any time:
 - 15.1.1. you break the conditions of your Membership Agreement
 - 15.1.2. your conduct, whether or not such conduct is the subject of a complaint by another member of the Federation, is such that in our opinion, it may be injurious to the character, name or interests of TFoIS or is such that it make you unfit to associate with other member of the Federation.
 - 15.1.3. any part of your monthly subscription payment which is due and payable remains unpaid 30 days after the due date for payment.
- 15.2. We may end membership for any reason by giving you one full calendar month's written notice to cancel the membership. In these circumstances, you will not have to pay any additional subscriptions and we will refund any subscriptions you have paid in advance for the period of cancellation.
- 15.3. When your membership has ended and we have taken the final payment from you, it is your responsibility to cancel your direct debit to us at your bank.

16. Change of Address

It is your responsibility to make sure that the Federation has your most up to date contact information; this includes postal address, email address and phone numbers.

17. Governing Law and Jurisdiction of the Courts

Your membership agreement is governed by the laws of England and any disputes arising will be dealt with in the English Courts.

18. Amendments, Modifications and Variation

These Terms of Reference may be amended, varied or modified in writing. When we do make changes that affect you, we will give you reasonable notice of the changes that we plan to make. If you are not happy with the changes, you may cancel your Membership, with notice (see 14.3).

I, hereby agree to comply with the Terms of Reference outlined above:

Name of School:		
Name of Head:	Headteacher's Signature:	Date:
Name of TFoIS Representative:	TFoIS Signature:	Date:

PART 2 - CONFIRMATION STATEMENT

On joining the Federation of Independent Schools, Members agree;

- A.** To abide by the Terms of Reference and Regulations as laid down in this document, the Code of Conduct and on the website.
- B.** To attend the Heads Induction Webinar within the first 3 months of becoming a Member.
- C.** To encourage staff at all levels throughout the school to participate in the FoIS's range of courses and conferences and training.
- D.** To alert the leadership of TFoIS immediately of any fundamental change to the school, such as the age range, change of Head/Principal/Proprietor and contact details. The Managing Directors of TFoIS should be advised if the school is in difficulty, as help and guidance is available and early action is imperative.
- E.** To pay all fees required by the Federation within the invoice period set
- F.** To abide by the letter and spirit of the Federation Code of Practice which covers:
 - The Federation Values
 - Provision of information
 - Relationships with parents
 - Relationships with schools and other organisations
 - Marketing
 - Staff
 - Admissions
 - Statistical Information
 - Transfer
- G.** To make every reasonable effort to maintain accreditation standards, including compliance with the Independent Schools Standards Regulations and other regulatory requirements under relevant law pertinent to registered independent schools.

PART 3 - GDPR STATEMENT

1. The EU General Data Protection Regulation (GDPR) is a privacy and data protection regulation in the European Union effective from May 25 2018.
2. The GDPR imposes new obligations on organisations that control or process personal data and introduces new rights and protections for EU citizens.
3. We are committed to ensuring that your privacy is protected and we strictly adhere to the provisions of all relevant Data Protection Legislation, including GDPR, ensuring all personal data is handled in line with the principles outlined in the regulation that state:
4. Personal data shall be:
 - ❖ Processed lawfully, fairly and in a transparent manner in relation to the data subject
 - ❖ Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
 - ❖ Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
 - ❖ Accurate and, where necessary, kept up to date
 - ❖ Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed
 - ❖ Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures
5. The Federation of Independent Schools respect our client's and learner's rights to data privacy and protection and as such we have revised our internal policies, procedures, working practices in order to meet the requirements of the GDPR.
6. We place a high priority on protecting and managing data in accordance with accepted standards and indeed helping our customers utilise our products and services to the same end.
7. The Federation of Independent Schools is committed to compliance with the GDPR as both a processor and controller of personal data and have established a working group to lead our GDPR implementation project and ensure compliance on an ongoing basis.

8. Further information is available within our Privacy Policy and Data Protection Policy. If you have any further questions, please speak to your account manager or contactus@fois.co.uk.

- * I, hereby agree to comply with the Confirmation Statement as outlined above:
- * GDPR: By signing, I consent to having TFoIS Ltd store my submitted information and that of my school so that TFoIS Ltd may interact with me.

Name of School:		
Name of Head:	Headteacher's Signature:	Date:
Name of TFoIS Representative:	TFoIS Signature:	Date: