

Memorandum of Understanding between

- 1) The Salisbury Diocesan Board of Education (“SDBE”); and**
- 2) XXX Trust Academy Trust (“XXX Trust”)**

In this Memorandum “Articles” means the Articles of Association

1. Ethos and Object

1.1. XXX Trust’s Objects include the establishing, maintaining, carrying on, managing and developing Academies including (at Article 4(a)(i) of the Articles) Church of England academies. The Church of England academies will be conducted in accordance with the principles and practices of the Church of England. In this Memorandum they are referred to as “Church Schools”.

1.2. The enduring Christian ethos of the Church Schools within XXX Trust will be secured through appropriate arrangements with particular reference to the following areas:

1.2.1. Religious designation

1.2.2. Governance

1.2.3. Collective worship and RE

1.2.4. Leadership

1.2.5. Chaplaincy

1.2.6. Relationship with local Church of England community

1.2.7. Relationship with the DBE

1.2.8. Annual Meeting

1.3. XXX Trust agrees that its CEO and Chair of the Trust Board (and/or an Executive Leader nominated by them) shall meet at least annually with the Diocesan Director of Education (or senior leader nominated by them) for the purposes of discussing the maintenance and development of the Ethos of its Church Schools.

1.4. This meeting will include a partnership conversation to discuss and agree appropriate actions to ensure the flourishing of Church Schools within XXX Trust, noting any specific expectations

within the Articles and/or School Causing Concern strategy of the SDBE (e.g. where a church school is underperforming against national benchmarks and frameworks (Ofsted, SIAMS)).

1.5. The SDBE acknowledges that when acting as Diocesan Corporate Member of XXX Trust, it shall act so as to further both Objects, to maintain Church and other schools, when considering a resolution to consent to the Trustees entering into a funding agreement in respect of a new school or schools which are not Church Schools (referred to in Article 5h).

2. Appointment of Foundation Members and Trustees

“Foundation Members” means the SDBE as Diocesan Corporate Member and Members appointed under Article 15A and 15B respectively.

“Foundation Trustees” means Trustees appointed under Article 50A.

2.1. Diocesan Corporate Member

The Articles provide (at Article 12) that SDBE shall itself be a Member of XXX Trust. SDBE may (under Article 44) appoint a person to represent it at members meetings. That person will contribute to discussions at, and between meetings, and shall represent the views of SDBE, but is not a signatory for SDBE and therefore may not sign written resolutions or represent SDBE in any capacity other than as a Member of XXX Trust.

2.2. Appointment of Foundation Members and Trustees

XXX Trust and the SDBE agree that when a vacancy arises for a Foundation Member or Foundation Trustee then before any such vacancy is filled:

- a) XXX Trust shall inform the SDBE of the fact of the vacancy, and the skills and/or experience required or preferred by XXX Trust at that time; and
- b) XXX Trust shall propose a suitable candidate to the SDBE for consideration following the Trust’s own process for the selection and appointment of Members and Trustees. XXX Trust shall recommend the appointment to SDBE.
- c) The SDBE shall publish details of its application and approval process for Foundation appointments and shall implement that process in order to make or reject the appointment.
- d) If XXX Trust does not propose a suitable candidate, or if that candidate does not consent to his or her personal details being shared and retained by the SDBE, then the SDBE

may propose a candidate, and shall consult with XXX Trust as to any such proposal (having regard to XXX Trust's selection process).

e) For the duration of any vacancy, XXX Trust will send notice, agenda and relevant papers for any meeting to the SDBE which may, entirely at their discretion, appoint one of their members or officers who may attend and vote at any meeting; such temporary appointment to cease when an appointment is made under (b) above.

f) all communications from XXX Trust to the SDBE shall be sent to: governor.applications@salisbury.anglican.org

2.3. Ratio of Foundation Members

In accordance with Article 15A the SDBE shall appoint up to 2 further Foundation Members so as to ensure that the proportion of Foundation Members remains equal to the total number of Members appointed under any other Article.

2.4. Ratio of Foundation Trustees

In accordance with Article 50A the SDBE shall appoint Foundation Trustees, following the process at 2.2 above, so as to ensure that the proportion of Foundation Trustees remains equal to the total number of Trustees appointed under any other Article.

2.5. Appointment of non-Foundation Members and Trustees

When appointing non Foundation Members and Trustees, the SDBE acknowledges that when acting as the Diocesan Corporate Member, within the wider Member group, shall give particular regard to the required skills identified by XXX Trust to enhance the Member or Trustee group.

3. Local Governing Bodies

XXX Trust appoints Local Governing Bodies (LGBs) for its schools in accordance with Articles 100-107. LGBs are sub-committees appointed by XXX Trust's Trustees, and their powers, duties and functions are determined by XXX Trust's Scheme of Delegation.

3.1. XXX Trust undertakes not to appoint any person who the Trustees know, or ought reasonably to know, is likely to undermine or ignore the religious character and status of a Church School to its LGB.

- 3.2.** The Articles require that a certain percentage of the members of the LGB for a Church School shall be approved by the SDBE as “Foundation” (see 3.4.1 and 3.4.2 below). These are referred to in this Memorandum as “Foundation LGB members” appointments.
- 3.3.** XXX Trust shall ensure that the Foundation LGB members take a leading role in maintaining and developing the Christian ethos of the academy,
- 3.4.** Foundation LGB members appointments shall be made as follows:
- 3.4.1.** In the case of a former Voluntary Aided school, Foundation LGB governors will make up a majority of the Local Governing Body for the school in accordance with the relevant clause in the Supplemental Funding Agreement for the school and with Article 101B
- 3.4.2.** In the case of a former Voluntary Controlled school, Foundation LGB governors will make up 25% of the LGB for the school in accordance with the relevant clause in the Supplemental Funding Agreement for the school and with Article 101B
- 3.5.** Prior to appointing a Foundation LGB governor, XXX Trust shall first notify the SDBE of its intention and shall require that candidate to submit an application for approval by the SDBE using the SDBE’s published procedure. No Foundation LGB governor may be appointed without the written approval of the SDBE.
- 3.6.** In considering such approvals the SDBE will have regard to, but will not be bound by, any representations made by the Parochial Church Council for the Parish in which the school is situated, and/or in which the candidate resides, but will also consider any skills audit undertaken by XXX Trust.
- 3.7.** LGB governors can only be removed by XXX Trust. In circumstances where a Foundation LGB governor is deemed by the SDBE, acting reasonably, to no longer meet the requirements of a Foundation Local Governor (as described in its published appointment criteria), XXX Trust undertakes either to remove that LGB governor or re-designate them as non-Foundation, provided that the appropriate ratio set out in 3.4 above shall be maintained at all times.
- 3.8.** Prior to the removal, disbanding or suspension of delegation of the LGB of a Church school, XXX Trust will consult with the SDBE over how the Christian Ethos of the school will be maintained under any successor arrangements, including Foundation representation.
- 3.9.** A single LGB may be appointed for more than one Church school provided that the ratio of Foundation appointments referred to at 3.4 above are not thereby diluted.

4. Staffing and Leadership

4.1. XXX Trust shall identify an executive leader responsible for the maintenance and development of the Christian Character of its Church Schools who shall work directly with the SDBE through regular communication.

4.2. XXX Trust shall identify an executive leader responsible for school improvement who shall work directly with the SDBE through regular communication, particularly regarding 'schools causing concern', in relation to the Church schools.

4.3. XXX Trust will consult the Diocesan Director of Education in respect of the recruitment and appointment of the Chief Executive of the Trust, the Headteacher/Head of School in any Church of England school, and any other executive staff member who line manages any such Headteacher/Head of School. In making appointments, XXX Trust will make applicants aware of the Church of England character of the Church Schools and the importance of its Christian ethos.

4.4. A Headteacher/Head of School of a Church School may only be appointed with the consent of the Diocesan Director of Education, such consent to be given where;

4.4.1. The 'person specification' for any vacancy is explicit about the central role of the Head in safeguarding and developing the 'Christian distinctiveness' of the school; and

4.4.2. Only persons presenting themselves as sympathetic to the Christian nature of the school are considered for the role; and

4.4.3. XXX Trust invites the SDBE to appoint an advisor to take part (but not vote) in the appointment process; and

4.4.4. 50% of the members of the appointment panel are Foundation Members, Foundation Trustees or Foundation LGB Members.

For the purposes of this sub-clause 4.4, "Headteacher" means the person exercising the statutory obligations of the headteacher of a school, including a person appointed to fulfill those obligations in more than one school but excludes a member of the Executive Team with only line management responsibility for the person or persons exercising those statutory obligations.

4.5. XXX Trust will also take into account the religious affiliation and beliefs of applicants, particularly for senior posts in Church of England schools and shall wherever reasonably possible, appoint practicing Christians to leadership posts, subject always to the requirements of the Equalities Act 2010 and any other relevant legislation.

4.6. XXX Trust's Articles require (at Article 107) that XXX Trust consults with the Diocesan Director of Education before appointing its CEO. Such consultation shall include a Diocesan Advisor to take part (but not vote) in the appointment process. The role of Chief Executive is not a 'reserved' position for the purposes of the School Standards and Framework Act 1998, but the Trust acknowledges that it is a Genuine Occupational Requirement (for the purposes of the Equalities Act 2010) that the Chief Executive be a person sympathetic to the role of the Church of England in Education.

5. Collective worship and RE

5.1. XXX Trust will comply with the SDBE guidelines concerning collective worship and RE policy, and will consult with the SDBE on these and other policies and practices relevant to the church schools' religious and spiritual character; as XXX Trust has committed to do in its funding arrangements with the Secretary of State for Education and in the Church Supplemental Agreement which permit XXX Trust to occupy the sites of Church Schools.

6. Chaplaincy

6.1. XXX Trust in consultation with the SDBE may retain or establish chaplaincy arrangements.

7. Community

7.1. XXX Trust shall maintain links with the Church of England parish or deanery within which it's Church Schools are situated. XXX Trust will encourage links with other Church of England schools in the diocese or local area and be considered to be part of the family of Church of England schools.

8. Admissions

8.1. XXX Trust will consult the SDBE over any changes to admission arrangements for Church of England academies.

9. Inspection and compliance

9.1. The Christian ethos of Church Schools will be monitored formally through a denominational ("SIAMs") inspection in accordance with Section 48 of the Education Act 2005.

9.2. A SIAMs inspection will be carried out no more frequently than every three years as per clause 23 of the Church Supplemental Agreement. At any other time, should the school or XXX Trust be deemed by the SDBE to be in breach of its obligations to the SDBE, (or any other party to

the Church Supplemental Agreement who is a Site Trustee as defined in the Articles) , the following steps shall be taken:

9.2.1. A representative of the SDBE will meet with the Head and/or CEO and the Chair of the LGB / Chair of the Trust, to discuss the alleged breach and agree an acceptable resolution.

9.2.2. If an acceptable resolution is not agreed, the SDBE may exercise its right in the Church Supplemental Agreement to request intervention from the Secretary of State and / or commission a denominational inspection.

9.3. If a denominational inspection carried out under 9.1 or 9.2 confirms a material breach in the terms of this agreement, the CEO, Headteacher/Head of School and the Chair of the LGB / Chair of the Trust must agree a resolution plan with the SDBE which will resolve the breach no more than twelve months after the date on which it was confirmed. If the breach is still not resolved to the satisfaction of the SDBE twelve months after the breach is confirmed, a further denominational inspection may be commissioned by the SDBE. If that inspection confirms that the material breach persists, the SDBE may at its discretion write to the Department for Education to request that the Secretary of State terminates the academy's funding agreement, and the DBE may terminate the Church Supplemental Agreement.

10. Other

10.1. Treatment of School Site in XXX Trust Accounts

The freehold (or leasehold as the case may be) of the Church School site will continue to be held by the existing body (e.g. the SDBE) and is (to be) occupied by XXX Trust for the purposes of operating a Church School by means of a Church Supplemental Agreement. This Agreement is a two-year rolling licence and should be treated as a donation, not an asset, in XXX Trust's accounts.

10.2. XXX Trust acknowledges that, in accordance with Article 10, it may not change its Articles without the consent of the SDBE and, in some circumstances, the Trustee(s) of any site occupied by any of its Church Schools. Such consent must come from SDBE itself and may not be given by any individual appointed to represent it at members meetings (under Article 44).

10.3. XXX Trust will consult the SDBE over any changes to the name of the Church School, and will not change the name of any Church school whereby that school's Christian character is not apparent from its name

10.4. Article 98A provides that the connection between the Diocesan Corporate Member, or a Member or Trustee appointed by them, with the Church of England shall not be considered a basis for a conflict of interest. For clarification, this is not intended to exclude the Diocesan Corporate Member, nor any Trustee appointed by them, from any of XXX Trust's Conflict of Interest policies in general, only to protect their relationship with the Church.

10.5. SDBE holds the sites of the Church Schools on charitable trusts for the provision of Church Schools at those locations, so unless a Church School moves to another location or closes, SDBE has an obligation to ensure that the site is used for the purposes of the Church School. Therefore whilst XXX Trust has a Funding Agreement with the Secretary of State in relation to a Church School, XXX Trust will also have the benefit of the rights, and be subject to the obligations, in the Church Supplemental Agreement which relate to the site

Signed for and on behalf of
XXX Trust Academy Trust: Director

Date:

Signed for and on behalf of
The Salisbury Diocesan Board of Director
Education:

Date: