

Memorandum of Understanding between

- 1) the Salisbury Diocesan Board of Education (SDBE); and**
- 2) [XXXX] Trust**

In this Memorandum:

[XXXX] Trust is referred to as “the Academy Trust” and the Salisbury Diocesan Board of Education is referred to as “the DBE”.

1. Ethos and Object

1.1. The Academy Trust’s Objects include the establishing, maintaining, carrying on, managing and developing Academies including (at Article ...4(a)(ii)... of The Academy Trust’s Articles of Association) Church of England academies. The Church of England academies will be conducted in accordance with the principles and practices of the Church of England.

1.2. The enduring Christian ethos of the academy 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

1.3. The Academy Trust agrees that its Accounting Officer and Chair of the Trust Board shall meet at least annually with the Diocesan Director of Education (or persons nominated by them) for the purposes of discussing the maintenance and development of the Ethos of Church of England academies in the Academy Trust.

1.3.1. This meeting will include a partnership conversation to discuss and agree appropriate actions to ensure the flourishing of church schools within the Trust, noting any specific expectations within the Academy Trusts Articles of Association and Trust or School

Causing Concern strategy of the DBE e.g. where a church school is underperforming against national benchmarks and frameworks (Ofsted, SIAMS).

1.4. The DBE acknowledge their obligation, when acting as Corporate Member of the Academy Trust, to act so as to further both Objects of the Academy Trust when considering a resolution pursuant to Article (5h) to consent to the Trustees entering into a funding agreement in respect of a new school or schools which are not Church schools.

2. Appointment of Members and Trustees

2.1. The Academy Trusts Articles of Association provide (at Article ... 12...) that the DBE shall be a Member of the Academy Trust and that the DBE shall appoint further Members so as to ensure that the proportion of Members of the Academy Trust appointed to represent the interest of the Church of England shall not fall below 50% (Article ... 16B / 15A / 15AA...).

2.2. The Academy Trusts Articles of Association further provide (at Article ... 50A / 50AA...) that 50% of the Trustees of the Academy Trust (who are its directors) shall be Foundation Trustees appointed only by, or after prior written approval from the DBE.

2.3. The Academy Trust and the DBE agree that when a vacancy arises for a Member appointed under Article ... 16B... or for a Foundation Trustee then before any such vacancy is filled:

- a) the Academy Trust shall inform the SDBE of the fact of the vacancy, and the skills and or experience required or preferred by the Academy Trust at that time; and
- b) the Academy Trust shall either propose a suitable candidate to the DBE for consideration by the DBE; or if the Academy 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 DBE, then the DBE may propose a candidate and shall consult with the Academy Trust as to any such proposal
- c) the DBE shall publish details of its application and approval process for Foundation appointments, and the Academy Trust shall submit the notice of vacancy and details of any proposed candidate to the DBE. The DBE will respond and implement its approval process.
- d) for the duration of such vacancy the Academy Trust will send notice, agenda and relevant papers for any meeting to the DBE 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 appointments is made under (b) above.

e) all communications from the Academy Trust to the DBE shall be sent to:
governor.applications@salisbury.anglican.org

3. Governance

3.1. The Academy Trust undertakes not to appoint to the Local Governing Body (“LGB”) of a Church of England academy any person who the Academy Trust knows, or ought reasonably to know, is likely to undermine or ignore the religious character and status of the academy.

3.2. The Academy Trusts Articles of Association require the appointment of a Local Governing Body for each of its Church of England academies, and that a certain percentage of the members of that LGB shall be Foundation members of the LGB approved by the DBE.

3.3. The Academy Trust shall ensure that the Foundation members of the LGB approved by the DBE take a leading role in maintaining and developing the Christian ethos of the academy, and are referred to in this Memorandum as “Foundation Local Governor” appointments.

3.4. Foundation appointments shall be made as follows:

3.4.1. In the case of a former Voluntary Aided school Foundation appointments will make up a majority of the Local Governing Body for the Church of England Academy 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 appointments will make up 25% of the Local Governing Body for the Church of England Academy 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 Local Governor the Academy Trust shall first notify the DBE of its intention, and shall require that candidate to submit an application for approval by the DBE using the DBE’s published procedure. No Foundation Local Governor may be appointed without the written approval of the DBE.

3.6. In considering such approvals the DBE 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 the Academy Trust.

3.7. Local Governors can only be removed by the bodies who appointed them. In circumstances where a Foundation Local Governor is deemed by the DBE, acting reasonably, no longer to

meet the requirements of a Foundation Local Governor, the Academy Trust will either remove that Local Governor or re-designate that Local Governor as non-Foundation, provided that the appropriate ratio set out in 3.4 above shall be maintained at all times.

3.8. A Local Governing Body of a church school is a committee of the Academy Trust Board. Prior to disbanding or suspending delegation to any such LGB, the Academy Trust will consult with the DBE over how the Christian Ethos of the school will be maintained under any successor arrangements, including Foundation representation.

3.9. A single Local Governing Body may be appointed for more than one Church of England academy provided that the ratio of Foundation appointments referred to at 3.4 above are not thereby diluted.

4. Staffing and Leadership

4.1. The Academy Trust shall identify (subject to the approval of SBDE) a senior leader responsible for the maintenance and development of the Christian Character of Church Schools within the Academy Trust who shall work directly with the SDBE

4.2. The Academy Trust is obliged to consult the Diocesan Director of Education in respect of the recruitment and appointment of the Accounting Officer of the Academy Trust and in particular the Chief Executive of the Academy Trust, the Principal in any Church of England school and any other senior staff member who line manages any such Principal. In making appointments, the Academy Trust will make applicants aware of the school's Church of England character and the importance of its Christian ethos.

4.3. The Principals of Church of England schools will only be appointed with the agreement of the Diocesan Director of Education. The 'person specification' for any vacancy will be explicit about the central role of the Principal in safeguarding and developing the 'Christian distinctiveness' of the school. Only persons sympathetic to the Christian nature of the school will be considered for the role and the Academy Trust will invite an advisor from the DBE to take part (but not vote) in the appointment process. 50% of the members of any appointment panel shall be reserved to Foundation Members, Foundation Trustees or Foundation Local Governors.

4.4. The advertising, application packs, person specifications and job descriptions for any of the appointments referred to above shall make explicit reference to the Christian character of the Church of England schools and the role of senior leaders in nurturing and developing its distinctive Christian ethos and shall be drafted in accordance with guidance published by the DBE from time to time.

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

4.6. The Academy Trusts Articles of Association require (at Article ... 107...) that the appointment of the Chief Executive requires consultation with the Diocesan Director of Education. Such consultation shall include the appointment of 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 Standard's and Framework Act 1998, but the Academy 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. The Church of England academy will comply with the DBE guidelines concerning collective worship policy and RE policy and will consult with the DBE on these and other policies and practices relevant to academy's religious and spiritual character as the Academy Trust has committed to do in its funding arrangements with the Secretary of State for Education and in the Church Supplemental Agreement which permit the Academy Trust to occupy the sites of Church of England Schools.

6. Chaplaincy

6.1. The Academy Trust in consultation with the DBE may retain or establish chaplaincy arrangements.

7. Community

7.1. The Academy Trust shall maintain links with the C of E parish or deanery within which it's Church of England academies are situated. The Academy 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. The Academy Trust will consult the DBE over any changes to admission arrangements for Church of England academies.

9. Inspection and compliance

- 9.1.** The Christian ethos of Church of England academies 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 be deemed by the DBE to be in breach of its obligations to the DBE, or the Trustees of any site occupied for the purposes of one of its Church schools, the following steps shall be taken:
- 9.2.1.** A representative of the DBE will meet with the Principal 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 DBE 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, Principal/Headteacher and the Chair of the LGB / Chair of the Trust must agree a resolution plan with the DBE 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 DBE twelve months after the breach is confirmed, a further denominational inspection may be commissioned by the DBE. If that inspection confirms that the material breach persists, the DBE 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.** The freehold (or leasehold as the case may be) of the Church of England School site will continue to be held by the existing body (e.g. the DBE) and is (to be) occupied by the Academy Trust for the purposes of operating a Church of England 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 your accounts.

OR Where the site of a Church of England academy is held by the Academy Trust (because it was owned by the Governing Body prior to conversion) , the Academy Trust will enter into and abide by the terms of a Church Supplemental Agreement without reference to the occupation of the site.

10.2. The Academy Trust acknowledges that, in accordance with Article ... 10..., it may not change its Articles without the consent of the Trustee(s) of any site occupied by any of its Church Schools, as well as the consent of the DBE.

10.3. The Academy Trust will consult the DBE over any changes to the name of the Church School, and will not change the name of any Church school whereby that schools Christian character is not apparent from its name

Signed for and on behalf of
[XXXX] Academy Trust: Director

Date:

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

Date: