

Memorandum of Understanding between

- (1) The Salisbury Diocesan Board of Education (SSDBE); and
- (2) [XXXXXX] Trust

In this Memorandum:

Ethos and Object

- 1.1.** XXXX's Objects include the establishing, maintaining, carrying on, managing and developing Academies including (at Article 4(a)(ii) of XXXX'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 SDBE
- 1.3** XXXX agrees that its CEO, Trust Chair and Foundation Trustees shall meet annually with the Diocesan Director of Education (or persons nominated by them) for the purpose s of discussing strategy for the maintenance and development of the Ethos.
- 1.4** The Diocesan Board of Education acknowledge their obligation, when acting as corporate member of XXXX, to act so as to further both Objects of XXXX 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.** XXXX's Articles of Association provide (at Article 12) that SSDBE shall be a Member of XXXX, and that the SDBE shall appoint further Members so as to ensure that the proportion of Members of XXXX appointed to represent the interest of the Church of England shall not fall below 50% (Article 16B).
- 2.2.** XXXX's Articles of Association further provide (at Article 50AA) that 50% of the Trustees of XXXX (who are its directors) shall be Foundation Trustees appointed only by, or after prior written approval from the SDBE.
- 2.3.** The parties 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) XXXX shall inform the SDBE of the fact of the vacancy, and the skills and or experience required or preferred by XXXX at that time; and
 - (b) XXXX shall either propose a suitable candidate to the SDBE for consideration by the SDBEs; or if XXXX does not propose a suitable candidate, or if that candidate does not consent to his or her personal details being shared and retained by both SDBEs, then the SDBE may propose a candidate and shall consult with XXXX as to any such proposal.
 - (d) the SDBE shall publish details of its application and approval process for Foundation appointments, and XXXX shall submit the notice of vacancy and details of any proposed candidate to the SDBE. The SDBE will respond and implement its approval process.
 - (e) for the duration of such vacancy the Academy 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 appointments is made under (b) or (c) above.
 - (f) all communications from XXXX to the SDBE shall be sent to :

[TBC] and
Pam.Clemett@salisbury.anglican.org

3. Local Governance

- 3.1.** XXXX undertakes not to appoint to the Local Governing Body ("LGB") of a Church of England Academy any person who XXXX knows, or ought reasonably to know, is likely to undermine or ignore the religious character and status of the Academy.
- 3.2.** XXXX's 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 Foundation members of the LGB approved by the SDBE for the Diocese in which the academy is situated. XXXX shall ensure that these LGB members will take a leading role in maintaining and developing the Christian ethos of the academy, and are referred to in this Memorandum as "Foundation" appointments.

3.3. Foundation appointments shall be made as follows:

3.4. In the case of a former Voluntary Controlled school foundation appointments will make up 25% of the LGB in accordance with the relevant clause in the Supplemental Funding Agreement for the academy and with Article 101B of XXXX's Articles of Association.

3.5. In the case of a former Voluntary Aided school foundation appointments will make up a majority of the LGB in accordance with the relevant clause in the Supplemental Funding Agreement for the academy and with Articles 101B of XXXX's Articles of Association.

3.6. Prior to making a Foundation appointment XXXX shall first notify the SDBE of its intention and shall require that candidate to submit an application for approval by the SDBE according to its published procedure. No Foundation LGB Member may be appointed without the written approval of the SDBE.

3.7. In considering such approvals the SDBE will have regard to any representations made by the Parochial Church Council for the Parish in which the School is situated, and or in which the candidate resides. Local Governors can only be removed by the bodies who appointed them. In circumstances where a Foundation Local Governor is deemed by the SDBE, acting reasonably, no longer to meet the requirements of a Foundation Local Governor, XXXX 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 XXXX Board. Prior to disbanding or suspending delegation to any such LGB, XXXX 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 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 and 3.5 above are not thereby diluted.

4. Staffing and Leadership

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

4.2. Principals of Church of England schools will only be appointed with the agreement of the Diocesan Director of Education of the Diocese in which that school is situated. 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. 50% of the members of any appointment panel shall be reserved to Foundation Members, Trustees or

Local Governors , and XXXX will invite an advisor from the Diocese to take part (but not vote) in the appointment process.

- 4.3.** 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 diocesan guidance published from time to time.
- 4.4.** XXXX will take into account the religious affiliation and beliefs of applicants, particularly for more senior posts in the Church of England schools and shall wherever reasonable appoint practising Christians to leadership posts, subject always the requirements of the Equalities Act 2010 and any other relevant legislation.
- 4.5.** XXXX's Articles 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 XXXX acknowledges that it is a Genuine Occupational Requirement (for the purposes of the Equalities Act 2010) 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 XXXX will comply with the relevant SDBE guidelines concerning collective worship policy and RE policy and will consult with the diocesan board on these and other policies and practices relevant to academy's religious and spiritual character as XXXX has committed to do in its funding arrangements with the Secretary of State for Education and in the Church Supplemental Agreements which permit XXXX to occupy the sites of the Church of England Schools

6. Chaplaincy

- 6.1.** XXXX in consultation with the SDBE may retain or establish chaplaincy arrangements.

7. Community

- 7.1.** XXXX shall maintain links with the Church of England parishes or deaneries within which its Church of England academies are situated. XXXX will encourage links with other Church of England schools in its dioceses or local area and be considered to be part of the family of Church of England schools.

8. Admissions

8.1. XXXX will consult the SDBE over any changes to admission arrangements for the Church of England Academies.

9. Inspection and compliance

9.1. The Christian ethos of the 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 SDBE to be in breach of its obligations to the SDBE 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 SDBE will meet with the principal and the chair of governors 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, Principal and the chair of local governors 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 Site Trustee may terminate the Church Supplemental Agreement.

10. Other

10.1. The freehold (or leasehold as the case may be) of any Church of England School site will continue to be held by the existing body (e.g. the SSDBE) and is (to be) occupied by XXXX for the purposes of operating a Church of England School by means of a Church Supplemental Agreement. XXXX 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 SDBE. Where the site of a Church of England academy is held by XXXX, XXXX will enter into and abide by the terms of a Church Supplemental Agreement without reference to the occupation of the site.

10.2. XXXX will consult the Salisbury Diocesan Board of Education over any changes to the name of a Church School, and will not change the name of any Church school which would in the reasonable opinion of the SDBE result in that schools Christian character not being apparent from its name

All communications from XXXX to the SDBE shall be sent, in the first instance, to

Pam.Clemett@salisbury.anglican.org

..... Signature Chair of Trust Board

..... Date

..... Name of Chair of Trust Board