

Coastal Learning Partnership
Memorandum of Understanding
between

- (1) The Winchester Diocesan Board of Education (“WDBE”)**
- (2) The Salisbury Diocesan Board of Education (“SDBE”); and**
- (3) Coastal Learning Partnership Trust (“CLP”)**

In this Memorandum:

“Articles” means the Articles of Association of CLP and “article” means any of them

“Academy” shall have the meaning given in the Academies Act 2010

“DBEs” means WDBE and SDBE and DBE means either of them

“Foundation Local Governor” shall mean a person appointed to the local governing body of a Church of England Academy having first been approved by the relevant DBE as having the ability and willingness to maintain and develop the distinctive Christian character of the Church of England Academy

“Foundation Member” shall mean the Diocesan Corporate Members (as defined in the Articles) and any further Members of CLP appointed by them having first demonstrated their ability and willingness to maintain and develop the distinctive Christian character of the Church of England academies

“Foundation Trustees” shall mean those Trustees appointed by the Diocesan Corporate Members (as defined in the Articles) having first demonstrated their ability and willingness to maintain and develop the distinctive Christian character of the Church of England academies

“funding arrangements” shall have the meaning given in the Academies Act 2010

“relevant DBE” shall mean the DBE for the Diocese in which the relevant Academy is situated

Ethos and Object

- 1.1.** CLP’s objects include establishing, maintaining, carrying on, managing and developing Academies including (at Article 4(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.

1.2. The enduring Christian ethos of each Church of England 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 the local Church of England community

1.2.7. Relationship with the relevant DBE

1.3 CLP agrees that its CEO, Trust Chair shall meet annually with the Winchester and Salisbury Diocesan Directors of Education (or persons nominated by them) for the purposes of discussing strategy for the maintenance and development of the ethos at the Church of England Academies (and for the avoidance of doubt this will be a joint meeting with both Diocesan Directors of Education (or persons nominated by them) present unless by prior agreement). Foundation Trustees may also be invited to attend this meeting.

1.4 Diocesan Corporate Member - consent to bringing in new schools

The DBEs acknowledge their obligation, when acting as corporate members of CLP, to act so as to further the Object of CLP to operate Academies both with and without a Church of England designation when considering a resolution pursuant to Article 5(h) to consent to CLP entering into funding agreements in respect of Academies which are not Church of England Academies and shall not vote against any resolution solely on the grounds that the academy in question is not a Church of England Academy..

2. Appointment of Members and Trustees

2.1. Diocesan Corporate Members

WDBE

The Articles provide (at Article 12) that WDBE shall appoint an individual or corporation to be “Diocesan Corporate Member” for the Diocese of Winchester.

For the avoidance of doubt, WDBE may appoint, remove and replace the individual or corporation appointed as Diocesan Corporate Member without requiring the consent of any other party.

SDBE

SDBE, being itself a corporation, is appointed “Diocesan Corporate Member for the Diocese of Salisbury. SDBE may appoint an individual to represent it at members’ meetings.

For the avoidance of doubt, SDBE may appoint, remove and replace the individual appointed to represent it without requiring the consent of any other party.

2.2. Foundation Members in addition to the Diocesan Corporate Members

CLP shall ensure that Members are appointed so as to ensure that Foundation Members remain in the majority.

When any party is informed of a vacancy for a Foundation Member or any circumstance likely to result in a vacancy within a year that party shall inform the other parties to this Memorandum as soon as reasonably practicable.

The parties agree that before any such vacancy is filled the DBEs shall agree as between themselves which of them shall identify and appoint the new Foundation Member.

2.3. Foundation Trustees

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The Members will appoint six (6) Foundation Trustees and five (5) non-Foundation Trustees, and that the Chief Executive Officer may also serve as Trustee if the Members decide to appoint him or her, and if the CEO consents to the appointment.

The DBEs have agreed that (in the absence of any other agreement arising out of the co-operation referred to at 2.4(d) below) each of them will appoint three (3) Foundation Trustees.

2.4. Appointment of Foundation Trustees

The parties agree that when a vacancy arises for a Foundation Trustee then before any such vacancy is filled:

- (a) CLP shall inform the DBEs of the vacancy and the skills and/or experience required or preferred by CLP at that time; and

- (b) CLP shall either propose a suitable candidate to the DBEs for their consideration or if it does not do so or if the candidate proposed does not consent to his or her personal details being shared with and retained by both DBEs then the DBEs may propose a candidate and shall consult with CLP as to any such proposal.
- (c) Each DBE shall publish details of its application and approval process for Foundation appointments and CLP shall submit the notice of vacancy and details of any proposed candidate to both DBEs, stating clearly that the notice / application has been submitted to both. The DBEs will determine which of them should process the application and that DBE will respond and implement its approval process.
- (d) The DBEs shall co-operate and co-ordinate their procedures so that CLP may rely on formal written approval from either DBE as effective approval from both DBEs in the appointment of a Foundation Trustee.
- (e) For the duration of such vacancy CLP will send notice, agenda and relevant papers for any meeting to the DBEs 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 be registered at Companies House, but to cease when a full term appointment is made.
- (f) all communications from CLP to the DBEs shall be sent to :

[Sharon Taylor] and
Pam.Clemett@salisbury.anglican.org

3. Local Governance

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

3.2. The Articles 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 (“Local Governors”) shall be Foundation Local Governors approved by the relevant DBE. CLP shall ensure that these Foundation Local Governors take a leading role in maintaining and developing the Christian ethos of the Academy.

3.3. Foundation appointments shall be made as follows:

- (a) In the case of a former Voluntary Controlled school foundation appointments will represent up to 25% (or as close thereto in whole numbers as possible without exceeding 25%) of the LGB in accordance with the relevant clause in the Supplemental Funding Agreement for the Academy and with Article 101B of the Articles .

- (b) In the case of a former Voluntary Aided school foundation appointments will represent a majority of the LGB in accordance with the relevant clause in the Supplemental Funding Agreement for the Academy and with Article 101B of the Articles .
- (c) Prior to making a Foundation appointment CLP shall first notify the relevant DBE of its intention and shall require that candidate to submit an application for approval by the relevant DBE according to its published procedure. No Foundation LGB Member may be appointed without the written approval of the relevant DBE. (The DBEs may agree between themselves that one or other of them will process the application where the home address of the candidate is not in the relevant Diocese, or where the LGB is appointed for schools in both Dioceses).
- (d) In considering such approvals the DBEs 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 CLP Trustees 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, CLP will either remove that Local Governor or re-designate that Local Governor as non-Foundation, provided that the appropriate ratio set out in this clause 3.3 shall be maintained at all times.
- (e) Notwithstanding that a Local Governing Body of a Church of England Academy is a committee of the CLP Board, CLP agrees not to disband or to suspend delegation to any LGB for a Church of England Academy without first consulting with the relevant DBE over how the Christian ethos of the Academy will be maintained under any successor arrangements, including Foundation representation.

3.4 A single Local Governing Body may be appointed for more than one Church of England Academy provided that:

- (a) the ratio of Foundation appointments referred to at 3.4 and 3.5 above is not thereby diluted; and
- (b) a single LGB may not be appointed for academies in different Dioceses without the written consent of both DBEs.

3.5 The Articles permit, at Article 105A, further sub-delegation by a Local Governing Body of functions and/or powers provided that where any power or function of the Trustees is sub-delegated by any person to whom it has been delegated, that person must inform the Trustees as soon as reasonably practicable which powers and functions have been further delegated and to whom, and any such sub-delegation shall be made subject to any conditions the Trustees may impose, and may be revoked or altered by the Trustees.

CLP shall ensure that no Local Governing Body for a Church of England Academy shall further sub-

delegate any function or power without first obtaining the consent of the relevant DBE and that this provision is reflected and stated in its Scheme of Delegation published from time to time.

4 Staffing and Leadership

- 4.1** CLP is obliged to consult the Winchester and Salisbury Diocesan Directors of Education in respect of the recruitment and appointment of the Chief Executive of CLP, the Principal in any Church of England Academy and any other senior staff member involved in line managing any such Principal. In making such appointments, CLP will make applicants aware of the character and the importance of the Christian ethos in the Church of England Academies.
- 4.2** Principals of Church of England Academies 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 ethos of the Academy. 50% of the members of any appointment panel shall be reserved to Foundation Members, Trustees or Local Governors, and CLP will invite an advisor from the DBEs to take part (but not vote) in the appointment process (the DBEs will determine which of them shall send an advisor depending on the location of the Academy/ies and on availability).
- 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 Academies and the role of senior leaders in nurturing and developing their distinctive Christian ethos and shall be drafted in accordance with Diocesan guidance published from time to time.
- 4.4** CLP will take into account the religious affiliation and beliefs of applicants, particularly for more senior posts in the Church of England Academies, only persons sympathetic to the Christian nature of the Academy will be considered for the role and CLP 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** The Articles require (at Article 107) that the appointment of the Chief Executive requires consultation with the Diocesan Directors of Education for the DBEs. Such consultation shall include the appointment of a Diocesan advisor to take part (but not vote) in the appointment process. The DBEs shall determine from which DBE the diocesan advisor should come.
- 4.6** CLP shall also consult the Diocesan Directors of Education for the DBEs prior to the appointment of other senior staff member involved in the line management of the Principal of any Church of England Academy, such consultation shall include the appointment of a

Diocesan advisor to take part (but not vote) in the appointment process. The DBEs shall determine from which DBE the Diocesan advisor should come.

- 4.7 The roles referred to in 4.5 and 4.6 above are not ‘reserved’ positions for the purposes of the School Standard’s and Framework Act 1998, but CLP acknowledges that it is a Genuine Occupational Requirement (for the purposes of the Equalities Act 2010) that the Chief Executive and any other senior staff member involved in the line management of the Principal of any Church of England Academy be a person sympathetic to the role of the Church of England in Education.

5 Collective worship and RE

CLP will comply with the relevant DBE guidelines concerning collective worship policy and RE policy and will consult with the DBEs on these and other policies and practices relevant to Academies religious and spiritual character as CLP has committed to do in its funding arrangements with the Secretary of State for Education and in the Church Supplemental Agreements which permit CLP to occupy the sites of the Church of England Academies.

6 Chaplaincy

CLP in consultation with the DBEs may retain or establish chaplaincy arrangements.

7 Community

CLP shall maintain links with the Church of England parishes or deaneries within which its Church of England Academies are situated. CLP will encourage links with other Church of England Academies in its Dioceses or local area and be considered to be part of the family of Church of England schools.

8 Admissions

CLP will consult the relevant DBE over any changes to admission arrangements for a Church of England Academy.

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 Academy be deemed by the relevant 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 relevant DBE 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 relevant 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 clause 9.1 or 9.2 confirms a material breach in the terms of this Memorandum of Understanding CLP must agree a resolution plan with the relevant 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 relevant 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 relevant 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 site trustee(s) may terminate the Church Supplemental Agreement.

10. Other

10.1 The freehold (or leasehold as the case may be) of any Church of England Academy site will continue to be held by the existing body (e.g. the Winchester Diocesan Board of Finance or SDBE) and is (to be) occupied by CLP for the purposes of operating a Church of England Academy by means of a Church Supplemental Agreement. CLP 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 Academies, as well as the consent of the DBEs.

10.2 CLP will consult with the relevant DBE over any changes to the name of a Church Academy, and
will not change the name of any Church Academy which would in the reasonable opinion of the relevant DBE result in that Academy's Christian character not being apparent from its name.

10.3 All communications from CLP to the DBEs shall be sent, in the first instance, to

Sharon Taylor

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The first Foundation Members of Coastal Learning Partnership shall be:

- Diocesan Corporate Member for the Diocese of Salisbury:

Salisbury Diocesan Board of Education (represented at General Meetings by Reverend Michael Camp)

- Diocesan Corporate Member for the Diocese of Winchester:

The Venerable Peter Rouch, Archdeacon of Bournemouth

- Foundation Member appointed pursuant to Article 12(c) :

Jeff Williams, Director of Education for the Diocese of Winchester