**MEMBERS’ AGREEMENT**

relating to

Multi-Academy Trust

(Company registration number 09199371)

Anthony Collins Solicitors LLP

134 Edmund Street

Birmingham

West Midlands

B3 2ES

**MEMBERS’ AGREEMENT** dated the day of 20

**BETWEEN**

**(1)**

**(2)**

**(3)**

**(4)**

**(5)**

1. **Definitions**

In this Agreement the following terms shall have the following meanings:-

**"Academies "** means the school(s) known as

carried on by the Academy Trust and such other Church of England schools as may join the Academy Trust at a later date.

**"Academy Trust"** means Multi-Academy Trust (Company registration number 09199371)

**“Articles"** means the Articles of Association of the Academy Trust.

**“Christian distinctiveness”** means the Christian character of an academy as defined within the most recent section 48 Framework and Evaluation Schedule. It refers to the actions, decisions, policies, behaviour and relationships of all those involved in the governance of the academy and/or the Academy Trust and is expected to reflect and in all instances be faithful to the teachings of the Bible as interpreted in the Church of England’s 2016 Vision for Education, ‘Deeply Christian, Serving the Common Good’.

**"Church Supplemental Agreement(s)"** means the Church Supplemental Agreements dated [ ] made between (1) The Secretary of State (2) Multi-Academy Trust(3) The Board of Education for the Diocese of Worcester and (4) the [landholding trustees] and any Church Supplemental Agreement which may be put in place in relation to any subsequent Church of England school joining the Academy Trust.

**“Designated religious character”** means a character which reflects the principles and practices of the Church of England, in line with the requirements of the Trust Deed of the original school.

**"Diocesan Bishop"** means the Bishop of Worcester or a diocesan official appointed by him/her.

**"Diocese"** means the Church of England diocese in which the Academy is situated.

**"Diocesan Authority"** for the purposes of those functions prescribed in the Diocesan Boards of Education Measure 1991 means the Diocesan Board of Education for the diocese in which the Academy is situated.

**"Members"** means the company members from time to time of the Academy Trust

**"Secretary of State"** means the Secretary of State for Education.

**"SIAMS Report"** means a report undertaken following the procedures of the Statutory Inspection of Anglican and Methodist Schools.

**"Trustees"** mean the directors of the Academy Trust.

2. **Context**

2.1 This Agreement covers issues which are agreed by the Members in order that the religious character of the Academies may be protected and given full effect but which are not the concern of the Secretary of State and hence do not form part of the Articles or the Church Supplemental Agreement. The Members agree to be bound by the contents of this Agreement and may not amend this Agreement without the written consent of the Diocesan Authority.

2.2 The Members acknowledge that the sites of the Academies are wholly or partly owned by trustees and to the extent that they are so owned are provided for occupation by the Academies under the terms of the Church Supplemental Agreements. The Members agree not to do anything that would breach the trusts or cause a breach of the trusts upon which the sites of the Academies are held and acknowledge that actions that would bring about such a breach may at the absolute discretion of the relevant trustees (but subject to any powers of the Diocesan Authority) lead to the immediate issue of a notice of termination under clause 24 of the Church Supplemental Agreement.

3. **Operative Provisions**

3.1 **New/additional members**

It is agreed that just as the parties to this Agreement are bound by it any new or additional members of the Academy Trust shall enter into a short agreement requiring compliance with the terms of this Agreement which agreement shall be in the form set out in the Schedule hereto or such other form as the parties may agree.

3.2 **The role of the Diocesan Bishop**

If any question or dispute shall arise with regard to:

3.2.1 the meaning of the principles, practices and tenets of the Church of England;

3.2.2 the extent to which any Academy is adhering to the same; or

3.2.3 the extent to which any Member or Trustee of the Academy Trust is acting in accordance with an undertaking given to uphold the Christian distinctiveness of an Academy

it shall be referred , on the application of any of the Members, to the Diocesan Bishop whose decision on the matter shall be final and binding.

3.3 **A response to the Diocesan Bishop**

The Members agree to take such action as may be necessary to comply with any decision taken by the Diocesan Bishop so as to ensure that each Academy is conducted in accordance with the principles, practices and tenets of the Church of England and that the Members and Trustees of the Academy Trust act in accordance with the undertaking that can be required of them to uphold the Christian distinctiveness of the Academies.

3.4 **Members’ Undertaking**

The Members undertake to the Diocesan Authority to uphold the Christian distinctiveness of the Academies.

3.5 **Termination of Membership**

A Member’s membership shall terminate automatically not only for those reasons listed in Article 15 of the Articles but also if:-

3.5.1 the Member has not given an undertaking to uphold the Christian distinctiveness of the Academies when requested in writing to do so by the Diocesan Authority; or

3.5.2 having given such an undertaking as referred to in clause 3.5.1 the Diocesan Bishop determines that such a Member has not acted in accordance with it in discharging the Member’s responsibilities as a Member.

3.6 **Disqualification of Trustees**

A person shall be disqualified from holding or continuing to hold office as a Trustee of the Academy Trust not only for the causes listed in Articles 68-78 of the Articles but also if he/she:-

3.6.1 is unwilling to give an undertaking to uphold the Christian distinctiveness of the Academies when requested in writing to do so by the Diocesan Authority; or

3.6.2 having given such an undertaking as referred to in clause 3.6.1 it is determined by the Diocesan Bishop that he/she has not acted in accordance with it in discharging his/her responsibilities as a Trustee.

3.7 **Maintenance of the designated religious character of the Academy**

3.7.1 The Diocesan Authority may inform itself at any time as to the effectiveness of the religious character of the Academies:

1. from the most recent SIAMS report;
2. by commissioning and meeting the costs of a special SIAMS report; or
3. by means of reports from any advisers to the Diocesan Authority.

3.7.2 The Members will facilitate and (so far as they have the power to do so) will ensure that the Trustees facilitate whatever consequent investigation the Diocesan Authority shall think fit and will similarly ensure (so far as they have the power to do so) that the Trustees give effect to any consequent recommendations made by the Diocesan Authority.

3.7.3 Any disagreement as to such recommendations will be referred to the Diocesan Bishop whose decision will be final.

3.7.4 The Members accept that as part of such recommendations the Diocesan Authority may request the Trustees to remove and replace all members of any Local Governing Body or Advisory Body established for an Academy with members nominated by the Diocesan Authority and the Members will facilitate such changes and (so far as they have the power to do so) ensure that the Trustees also facilitate them.

3.7.5 If such recommendations conclude that the Academy Trust is not capable of maintaining the designated religious character of an Academy or if the Members are unwilling to accept the recommendations and/or any decision on such recommendations made by the Diocesan Bishop, the Members will facilitate and (so far as they have the power to do so) will ensure that the Trustees facilitate the transfer of that Academy from the Academy Trust to an academy trust company agreed between the Diocesan Authority and the Secretary of State.

AS WITNESS the parties hereto have hereunto set their hands

**SCHEDULE**

**Adherence Agreement**

This Adherence Agreement is made the day of 20

BETWEEN

(1) The existing members namely

; and

(2) (‘the New Member’)

1. **Definitions**

In this Agreement the following terms have the following meanings:-

**"Academy Trust"** means The … Multi-Academy Trust

(company registration number 09199371).

**"Members’ Agreement"** means the Members’ Agreement dated [ ] relating to the Academy Trust.

2. **Interpretation**

Terms defined in the Members’ Agreement shall have the same meaning in this Agreement.

3. **Operative Provisions**

Pursuant to clause 3.1 of the Members’ Agreement the New Member agrees and undertakes to be bound by the Members ‘Agreement as if the New Member had been an original party to it.

IN WITNESS the parties have hereunto set their hands

SIGNED by [ ]

Authorised for and on behalf of all of the existing members

SIGNED by [ ]

In the presence of