

Memorandum of Understanding

1. This Memorandum of Understanding (“MOU”) signifies a statement of intent to collaborate but is not legally binding upon any of the parties.

The MOU recognises the intention of schools in the Atlantic Coast Co-operative Trust (“The Trust”) and their partners: University of St Mark and St John, Atlantic Racquet Centre, The Northam Care Trust and the Braunton Learning Co-operative to co-operate together in exploring further developments in the way they work with each other to support the education of young people at these schools.

2. At the time of signing this MOU, the schools involved are: Appledore School, The Flying Start Federation (Parkham and Buckland Brewer Primary Schools), Hartland Primary School, Instow Primary School, Northam St George’s Church of England (VA) Infant and Nursery School , St Margaret’s Church of England (Aided) Junior School , St Mary’s Church of England Primary School and Woolserly Primary School. However, other schools may join the Trust over time.

The Trust will work towards:

- making the quality of teaching and learning our highest priority
 - developing a support structure which ensures children can achieve their potential, both by ensuring a safe and happy environment and by knowing each child as an individual
 - seeking to make every child feel a part of the community by increasing their ownership and participation
 - celebrating achievement and creativity
 - engaging parents in an equal partnership to support their child
 - investing in our staff to increase our skills and experience
 - celebrating and supporting innovation and research in teaching and learning by our colleagues
 - working closely with our community to raise aspiration and create opportunities and contribute fully to the life of the community
 - collaborating with our partners for the benefit of our children and staff.
3. The Trust will set itself clear priorities linked to these activities with a clear focus on raising standards of attainment, improving achievement and outcomes for children and young people, and working with our wider community to improve community cohesion. However, the overall responsibility for any school’s performance continues to lie with that school’s Governing Body.
 4. In furtherance of this MOU each party will identify named person(s) within their organisation who shall be responsible for sharing and promoting the common interests of our Trust Schools and those of the Trust partners:

School/Partner	Trustee	Role	Trust Foundation Governors
Appledore	Jeremy Cooper	Headteacher	Donnie McDonald
Flying Start Federation	Gina Finch	Headteacher	Peter Cox
Flying Start Federation	Peter Cox	Governor	
Hartland	Naomi Tottle	Headteacher	Chris Mason
Hartland	Jacqueline Goaman	Chair of Governors	
Instow	Heidi Knight	Headteacher	Alan Mackie
Northam Schools’ Federation	Jim Williams	Headteacher	Not applicable

St George's	Sheila Bloomfield	Chair of Governors	Not applicable
St Margaret's	John Crossman	Chair of Governors	Not applicable
St Mary's		Headteacher	Not applicable
Woolsery	Matthew Cole	Headteacher	Sarah Broom
Woolsery	James Cann	Governor	Kathryn Bass
MARJON	Vic Brown	Partner Organisation	Not applicable
Atlantic Racquets Centre	David Vinall	Partner Organisation	Not applicable
The Northam Care Trust	Len Lofts	Partner Organisation	Not applicable
Braunton Learning Co-operative	Nick Plumb	Partner Organisation	Not applicable

5. The Trust Board will have two further members who represent the views of parents/carers, staff and community organisations, elected from ACCT's Forum. They will be elected once the Forum has been established and is functioning effectively. Should a new Trust Partner be appointed after due consultation, then they will be entitled to nominate one Trust Board member. Should additional schools join The Trust they will be entitled to two Trust Board members – a nominee from the Governing Body and the Headteacher.
6. The Trust will be a charitable not for profit Trust, meeting the legal and other requirements as set out by the Department for Education (DfE). It will carry out its duties in relation to schools as set out by the DfE. The Trust will be legally established through a formal submission to the Charity Commission that will regulate its activities.
7. There is no requirement for The Trust to contribute financially to the schools or vice versa. However, any income generated by the Trust must only be used to support its charitable aims.
8. Trustees will be checked to ensure that they comply with DfE legislation.
9. The Trust will work with other people and organisations, as appropriate, in order to carry out its work.
10. The Trust Board will meet a minimum of three times a year [once a term] with an Annual General Meeting (AGM) for all stakeholders to be held in November. In signing this MOU, Trust Board members are committing to making these meetings a high priority. A Chair from within the Trust Board is elected at the Annual General Meeting (for a maximum two year term). The Board appoints administrative support to undertake the necessary paperwork associated with The Trust Board's work and Company House and reports directly to the Chair. We hope to work together in a manner which means that voting is a rare event but on such occasions each Trust Board member has one vote and the Chair has a casting vote should a tie exist.
11. The Trust Board will appoint two Governors (a minority) onto each of The Trust Schools having regard for the specific needs of each school. The term of office for such Governors will normally be four years.
12. The contributions each partner organisation can bring to The Trust are outlined in the Appendix. These are not exhaustive lists but serve to illustrate ways of working and supporting our children and young people. This Memorandum of Understanding is a commitment on everyone's part to play an active role in sharing their skills, enthusiasm, knowledge and expertise willingly to support our educational and charitable aims.
13. The parties acknowledge that it is not possible in an agreement of this nature to make express provision for every potential issue that may arise. However, each party will, at all times, act in good faith and shall execute such further documents and perform and do such further acts and things as the other parties may reasonably request in writing in order to carry the provisions of this MOU into full effect in accordance with its spirit and intent.

Signatories:**On behalf of:**

Jeremy Cooper

Appledore School

Gina Finch

Flying Start Federation

Peter Cox

Flying Start Federation

Naomi Tottle

Hartland Primary School

Jacqueline Goaman

Hartland Primary School

Heidi Knight

Instow School

Jim Williams

Northam Schools' Federation

Sheila Bloomfield

St George's Infant School

John Crossman

St Margaret's Junior School

Headteacher

St Mary's Primary School

Matt Cole

Woolsery Primary School

James Cann

Woolsery Primary School

Vic Brown

University of St Mark & St John

Dave Vinall

Atlantic Racquet Centre

Len Lofts

The Northam Care Trust

Nick Plumb

Braunton Learning Co-operative