

MEMORANDUM OF UNDERSTANDING
AFFECTING THE SYDNEY COLLEGE OF DIVINITY LTD ACN 002 653 036
(HEREIN REFERRED TO AS 'SCD')
AND ... [LEGAL NAME AND ACN OR ABN OF INSTITUTION]...
(HEREIN REFERRED TO AS 'THE MEMBER INSTITUTION')
TO TEACH THE ACADEMIC AWARDS OF THE SCD

PREAMBLE

The Sydney College of Divinity is a Higher Education Provider owned by a consortium of private Christian colleges, which are its Member Institutions. The SCD prepares leaders and ministers for the church, trains theological scholars, encourages a theologically literate church at large, and contributes to the public discussion of issues of faith.

The Sydney College of Divinity provides high quality, accredited awards in theology and related areas variously through its Member Institutions and through the Office of the Dean. The Member Institutions deliver SCD awards only by coursework.

In this context, in line with a ruling by the NSW Department of Education and Training (DET) (2006), the SCD is the Principal and the Member Institutions are its agents for the purposes of addressing the NSW DET ruling. The SCD has the final responsibility for the delivery of its awards to meet Government requirements.

In this Memorandum, unless the subject matter or the context indicates otherwise,

- the term 'Member Institution' refers to a tertiary institution that is a full Member Institution, an Associate Member Institution, a provisional full Member Institution, or a provisional Associate Member Institution of the Sydney College of Divinity; and
- the term 'Member Institutions' refers to all institutions within those categories of membership.

Four categories of institutional membership are recognized for the purpose of delivering SCD awards:

- (i) full membership, which includes delivery of SCD awards at degree level or above;
- (ii) associate membership, which does not include delivery of the full BTh;
- (iii) provisional full membership, offering full membership for up to three years;
- (iv) provisional associate membership, offering associate membership for up to three years.

A fifth category of institutional membership is recognized for purposes other than the delivery of SCD awards.

- (v) adjunct membership.

After three years, a provisional membership or provisional associate membership will be reviewed, with reference to progress in meeting conditions set out at the end of this memorandum, and the institution concerned may be admitted to full membership or associate membership, or be denied any form of membership, or have its provisional membership extended for a further period of time on conditions approved by the Council.

Membership will otherwise be for an indefinite period. Circumstances pertaining in relation to the ending of the membership are set out in the SCD Constitution and Institutional Membership Policy.

In accordance with the Institutional Membership Policy, each Member Institution enters into a Memorandum of Understanding with the SCD in a form that may be revised from time to time by the

SCD Council recording the understandings between them and the commitments that they make to each other. Adherence by both parties to revisions approved by the SCD Council will be obligatory with effect from the day following the Council approval. Every two years, within one month of the date of the original signing of the memorandum of understanding, the SCD and each Member Institution will sign the revised memorandum pertaining at that date.

Any institution applying to join the SCD in any of the categories of institutional membership will have provided the following information to the SCD Council:

- proof of its legal status and verification of the ownership of the applicant institution and its governance structure;
- where relevant, identification of its sponsoring church or other sponsoring body and ways in which the relationship is formalized;
- a balance sheet for the last three years and a projected budget for the next three years;
- verification that it has taken out sufficient liability and professional indemnity insurance as well as public liability insurance;
- a statutory declaration signed by the Chair of the governing body of the applying institution stating that all members of the governing body and the senior officers of the institution meet the 'fit and proper persons' definition of the NSW Department of Education and Training, as set out in the 'Fit and Proper Persons' Declaration (Application for Registration as a Non Self-Accrediting Higher Education Institution: Attachment 1.2a);
- verification that it has security of tenure of its premises where the academic award(s) of the SCD will be delivered;
- a guarantee that there are in place appropriate structures and personnel to implement the educational regulations of the SCD in the proposed delivery of the SCD award(s);
- verification that its student records and methods of recording are secure;
- documented proof that its academic and administrative staff are duly qualified and fairly remunerated;
- a guarantee that the number and level of academic staff appropriate to the delivery of the SCD award(s) will be maintained for the duration of the period of approval;
- verification that the workplace conditions for teaching faculty, administrative staff, and students conform to relevant occupational health and safety regulations and other legislative requirements, and are adequate for the delivery of the award(s) for which approval is sought.

Because the agent is also a member of the SCD, a dispute between the two entities may ultimately involve a question of continuing membership. In the event of dispute between the SCD and the Member Institution the issues will be addressed by the SCD Academic Board and/or Council and their Committees, with recourse to other committees established for the purpose and/or mutually acceptable external expertise as appropriate. All actions will be undertaken in line with the SCD Constitution and Institutional Membership Policy.

AGREEMENTS

The duration of this Agreement is **[Tick appropriate box]**:

- Indefinite
- Other — specify:

The Sydney College of Divinity and the Member Institution will undertake the following actions to the best of their capacity at all times.

The Sydney College of Divinity

1. The SCD will ensure that its awards, courses, and course units are duly accredited and registered by the relevant State and Federal Government authorities and that accreditation and other fees as required are paid to those authorities.
2. The SCD will meet Government requirements for Quality Audits of the SCD and will ensure that relevant fees are paid.
3. The SCD will comply with all requirements of Government authorities, including those relating to international students. The SCD will ensure the currency of international student data in the government database.
4. All working materials developed by the SCD Council, Academic Board, Committees, and Office, including the awards of the SCD, as described and contained in the SCD Manuals and in submissions to the accrediting authorities, are the intellectual property of the SCD as elaborated in the SCD Policy on Intellectual Property, and copyright over them is vested in the SCD.
5. Subject to relevant Government approvals, the SCD will permit and oversee the delivery of its coursework award(s) by Member Institutions as agreed by the SCD Academic Board and Council.
6. The SCD will confer the award(s) and issue the testamur(s) and final transcripts.
7. The SCD will ensure that its audited financial statements and operating budgets are assessed annually by the SCD Council through the Audit Committee. The SCD will comply with the terms of ongoing financial appraisals as required by accredited authorities.
8. The SCD will undertake to maintain Liability Insurance for members of its Council, Academic Board, Committees, and Officers, and the appointed supervisors of its research candidates.
9. As the Higher Education Provider, the SCD will undertake to disburse to Member Institutions enrolling FEE-HELP students the agreed proportion of FEE-HELP monies received from the relevant Government agency.
10. The SCD Dean's Office and the SCD Council, Academic Board, and Committees will maintain strict confidence in relation to assessments of any financial statements, annual reports of Member Institutions, and other submissions.
11. The SCD will provide leadership in advancing the range and quality of its operations across its Member Institutions and the Office of the Dean, including through maintenance and review of the SCD Strategic Plan and its implementation and through regular professional development.
12. The SCD will ensure maintenance of its prescribed academic standards across all Member Institutions and its own operation through the SCD Academic Board and its Committees, especially the Academic Standards Committee, in accordance with SCD policies and procedures. The SCD will regularly implement across the SCD course unit coordination, monitoring of assessment,

discipline coordination, and institutional and discipline moderations. The SCD will apply the same criteria to academic staff employed by all Member Institutions for accreditation to teach its awards. The outcomes of all such processes will be adjudicated by the SCD Academic Board and matters requiring change or improvement will be followed through to the satisfaction of the Board.

13. The SCD will regularly instruct all Member Institutions regarding the administering of student surveys and coordinate student feedback for each individual institution and for the whole SCD.
14. The interpretation of SCD regulations regarding eligibility of students to enrol, progress, claim credit or recognition of prior learning, or graduate will be adjudicated by the SCD Academic Board.
15. The SCD will maintain a secure central database containing all student records and allow direct access to a Member Institution only for those students currently or recently enrolled within that institution.
16. The SCD will ensure that all student appeals and grievances are addressed and resolved in accordance with its Appeals Procedures and Student Grievance Policy.
17. The SCD will undertake to maintain its membership of an approved Tuition Assurance Scheme and otherwise comply with pertinent legislation and regulations.
18. As the Higher Education Provider, in the event that a Member Institution is unable to complete the tuition for any SCD program of study in which a student is or has recently been enrolled, the SCD will undertake to transfer the student concerned (with the student's agreement) to another SCD Member Institution delivering the same or a similar program of study. Where that is not suitable the SCD will undertake to transfer the student (with the student's agreement) to another Provider delivering a similar program of study. In the case of offshore students, if such arrangements are not possible, the SCD will ensure that any fees paid for units enrolled for but not completed are refunded promptly and in full and that students are provided with the best available advice regarding their studies.
19. The SCD Officers will undertake to apprise themselves of ongoing developments in higher education policy, to be active participants in peer groups, and to make submissions where necessary to State and Federal Government authorities regarding matters such as accreditation and registration of awards, funding policies, and changes to Government policy. The SCD Officers will report the outcome of submissions and discussions with Higher Education bodies and Government agencies to the Council, Academic Board, and Committees, and Member Institutions.
20. The SCD will undertake to have in place a strategy of for working with Member Institutions and will develop a plan to communicate appropriately with them. The SCD *Policy and Procedures Manual* and the SCD *Handbook* will be readily accessible on the SCD website.

The Member Institution

Legal Name:

Trading Name:

Registered Address:

The Member Institution undertakes to abide by the SCD Constitution, the SCD Membership Policy, and the conditions on which it was admitted to membership by the SCD Council, as set out in Appendix A and/or Appendix B to this memorandum.

1. The Member Institution, having satisfied the SCD Council that it complies with the criteria set out in the *Policy and Procedures Manual*, is approved to teach the awards of the SCD listed in the Schedule

to this memorandum indefinitely/other **[strike out period not applicable]**, subject in either case to continued observance of SCD policy and procedures. In particular, the Member Institution agrees not to teach, for credit towards an SCD award, any unit of study that has not been accredited through normal SCD accreditation procedures and not to alter an accredited SCD course in any other unauthorized way that does not accord with the SCD Curriculum Policy.

2. If initial approval is granted for three years only, an institutional moderation will take place prior to the conclusion of this period. The moderation will be conducted by the Dean (or the Dean's representative) and suitably qualified assessors. The Member Institution undertakes to comply with such a moderation.
3. The Member Institution agrees to comply with the policy and procedures of the SCD and such periodic variations of them as may be approved by Council, including its academic and non-academic grievance procedures, and with all requirements of Government authorities. Failure to comply may result in the imposition of conditions for continued membership or cancellation of approval of the institution as a member institution of the SCD.
4. The Member Institution undertakes to maintain financial resources and management strategies, together with academic and administrative structures, that appropriately support its level of membership in the SCD.
5. By 31 March each year, the Member Institution agrees to submit reports for the previous academic year detailing the following:
 - faculty, their teaching responsibilities, qualifications, status (full-time, part-time, sessional), and academic position occupied (for example, Principal, Academic Dean);
 - professional development activities for every accredited SCD faculty member including sessional faculty, with indications of institutional expenditure on professional development;
 - student numbers by award level;
 - number of books in the Member Institution's own library and number of accessions in the previous twelve months relevant to the teaching of SCD awards, *and/or* details of any other library (libraries) made systematically available to students as a supplement to/substitute for the Member Institution's own library;
 - student access to relevant IT;
 - administrative staff engaged in the delivery of the SCD award(s) and responsibilities.
6. By 30 April each year, the Member Institution agrees to submit an annual report for the previous year consisting of the audited financial statements for the previous financial year (including the balance sheet), the budget for the current financial year, and statements regarding long-term financial plans once approved by the governing body of the Member Institution (to be examined by the SCD Audit Committee).
7. The Member Institution agrees to report immediately to the SCD Dean and the SCD Council changes in any of the following areas:
 - financial/ethical arrangements (such as declaring bankruptcy, serious legal, financial or ethical investigations, misrepresentations to students and public);
 - legal status;
 - sponsoring organization or owner(s);
 - merger with other bodies;
 - partnerships such as Tuition Assurance agreements and external benchmarking arrangements other than through the SCD;

- location;
- details of any decisions relating to students with a non-academic grievance (for example, discrimination or harassment);
- actual or envisaged substantial loss of students enrolled in SCD awards, teaching or administrative staff, or members of the governing body, or substantial revision of the governing body;
- diminution of any service to students (relating, for example, to library facilities and acquisitions, provision of administrative staff, supervision, and provision of lectures).

Should any such change occur, the SCD Council may require the Member Institution to address specific matters within a specified time, *or* cancel approval of the institution as a Member Institution of the SCD. Deficiencies not corrected within a specified time will result in such cancellation of approval.

Any institution subject to a re-appraisal of status must be prepared to allow access to a visitation panel.

8. The Member Institution agrees to abide by the processes and regulations of the Financial Alert Protocols of the SCD.
9. The Member Institution will continue to take out sufficient Directors' and Officers' Liability and Professional Indemnity Insurance as well as General Insurance.
10. The Member Institution will handle grievances on the part of its academic and administrative employees with efficiency, fairness, and adherence to advertised practice and relevant awards.
11. The Member Institution will ensure that students enrolled by the institution in SCD awards are accurately informed of SCD regulations governing those awards, including eligibility to enrol, claim credit or recognized prior learning, progress, and graduate, and will direct students to the SCD application for admission.
12. The Member Institution will abide by SCD requirements in advertizing SCD programs of study and recruiting students and ensure that students are aware that the award for which they are enrolled is an SCD award.
13. If seeking to offer SCD courses to overseas students, the Member Institution undertakes to comply with SCD policies and procedures relating to overseas students and all Government legislation and regulations pertaining to overseas students.
14. The Member Institution will enrol SCD students on the SCD database and revise its section of the SCD database in a timely fashion, issue results to students promptly following approval of their results by the SCD Academic Board, and issue interim transcripts when requested.
15. The Member Institution will provide students with receipts for fees paid and issue refunds promptly as relevant.
16. The Member Institution agrees that students in good standing enrolled for an award of the SCD at one Member Institution may transfer to the same SCD award delivered by another Member Institution without loss of credit, subject to normal application procedures.
17. The Member Institution will have lodged a Deed of Guarantee assuring the SCD that, in the event that it is unable to continue to offer an SCD award, any tuition fees paid for any incomplete unit of study will be refunded to the students or transferred (with their agreement) to the SCD to be transferred in turn to a second SCD Member Institution or affiliated institution.

18. The Member Institution undertakes, in the event that another Member Institution is unable to complete the tuition for any SCD program of study in which a student is or has recently been enrolled, to accept without any increase in fees or other additional costs those students from that Member Institution who may be directed to it by the SCD and agree to the transfer.
19. The Member Institution undertakes to assign teaching duties to faculty only in accordance with their accreditation by the SCD Academic Board, to provide course unit outlines that accord with SCD requirements, and to teach to SCD standards.
20. The Member Institution undertakes to administer assessment tasks in accordance with SCD standards and practices, and to report results to the SCD as and when required.
21. The Member Institution undertakes to comply with all moderation requirements.
22. In line with the SCD Policy on Professional Development, the Member Institution agrees to provide opportunities for appropriate professional development and to report on these in the annual report, to support the participation of its faculty in the wider professional development programs of the SCD, and to support its staff and graduating students in ongoing learning and research.
23. The Member Institution agrees to participate in SCD committees and committee work for the good of the SCD community, to permit its staff to undertake specific SCD community roles as requested, and to co-operate with requests for information from the SCD Dean's Office or the SCD Council, Academic Board, and Committees.
24. The Member Institution undertakes to provide a safe and supportive environment for its students and staff. The Member Institution will undertake to provide student support services in accordance with the SCD Policy on Student Support and Welfare and to employ support staff who will adequately contribute to achieving this.
25. The Member Institution undertakes to strive for excellence in learning and teaching, scholarship and research, and to act overall in accordance with the directions set out in the Strategic Plan determined by Council. The Member Institution undertakes to encourage its academic staff to pursue academic promotion in the SCD.

Schedule of Approved Courses for delivery by [...Institution name...]

[List courses and delivery locations here]

Appendix A: Conditions of SCD Membership in Respect of Provisional Status: [...Institution name...]

Provisional membership and provisional associate membership will be reviewed and provisional status continued or revoked by the SCD Council with reference to the institution's continued adherence to SCD policies and procedures and progress in meeting the specific conditions listed below.

In meeting these conditions,

- the institution will remain financially viable;
- all members of its governing body and its senior officers will continue to meet the 'fit and proper persons' definition of the NSW Department of Education and Training, as set out in the 'Fit and Proper Persons' Declaration (Application for Registration as a Non Self-Accrediting Higher Education Institution: Attachment 1.2a); and
- the institution will have in place a Strategic Plan that aligns with the current SCD Strategic Plan, together with a three-year rolling budget.

Specific Conditions

1. Staffing:

Condition(s): **[Insert condition(s)]**

2. Library:

Condition(s): **[Insert condition(s)]**

3. General facilities:

Condition(s): **[Insert condition(s)]**

4. Other:

Condition(s): **[Insert condition(s)]**

Appendix B: Other Conditions of SCD Membership: [...Institution name...]

[Insert condition(s)]

SIGNED BY:

Dean of SCD:

Name of Dean:

Witness:

Name of Witness:

President of SCD Council:

Name of President:

Witness:

Name of Witness:

Chief Executive Officer of Member Institution:

Name of Principal:

Witness:

Name of Witness:

Place:

Date: