

**Wimborne Academy Trust**

**Constitution and Terms of Reference**

**of the Local Governing Body of**

**Colehill First School**

**Effective date: 1 March 2015**

**Reviewed: 7 February 2017**

**THIS CONSTITUTION** (which in this document is referred to as the "**Constitution**") is made by the Wimborne Academy Trust, a company limited by guarantee and registered in England and Wales under company number 09362004 (the "Company") and sets out the terms upon which the Local Governing Body of Colehill First School ("the LGB") is constituted and describes its terms of reference.

This Constitution should be read in conjunction with the Scheme of Delegation made from time to time by the Company ("the Scheme")

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Constitution:

**"Academy"** has the meaning ascribed to it in clause 2.1;

**"Academies Financial Handbook"** means the DfE's financial handbook for Academies in force from time to time;

**"Academy Financial Year"** has the meaning ascribed to it in the Master Funding Agreement;

**"Articles"** means the Articles of Association of the Company;

**"Budget"** means the annual budget set by the Directors for the Academy in accordance with the Master Funding Agreement and/or the Relevant Funding Agreement;

**"Budget Plan"** means the plan produced annually by the LGB and approved by the Company setting out how the Budget is to be spent during any Academy Financial Year;

**"Effective Date"** means the date given on the front page of this Constitution;

**"LGB"** means the local governing body of the Academy constituted by clause 4.4 of this Scheme and pursuant to Articles 100 - 104;

**"Master Funding Agreement"** means the Master Funding Agreement entered into by the Company and the Secretary of State on 27 February 2015;

**"Headteacher"** means the Headteacher or Head of School of the Academy;

**"Relevant Funding Agreement"** means the Supplemental Funding Agreement entered into by the Company and the Secretary of State in respect of the Academy on 27 February 2015;

**"Secretary of State"** means the Secretary of State for Education from time to time

**"Trustees"** means the Directors of the Company;

- 1.2 Except as expressly provided in this Constitution, words and expressions not defined in this Constitution shall have the same meaning accorded to them in the Articles and the Relevant Funding Agreement entered into by the Company.
- 1.3 Reference in this Constitution to clauses, paragraphs and annexes shall, unless otherwise stated, be to clauses, paragraphs and annexes of this Constitution.
- 1.4 In the event of conflict between any provision of this Constitution and the Articles, the Articles shall prevail.

## 2. INTRODUCTION

- 2.1 As a charity and company limited by guarantee, the Company is governed by a board of Trustees who are responsible for, and oversee, the management and administration of the Company and the academies run by the Company. Colehill First School (the "**Academy**") is one of the academies.
- 2.2 The Trustees are accountable to external government agencies including the Charity Commission and the Department for Education (including any successor bodies) for the quality of the education provided by the Company and they are required to have systems in place through which they can assure themselves of quality, safety and good practice.
- 2.3 In order to discharge these responsibilities, the Trustees may appoint people with appropriate skills and knowledge to serve on the LGB which has been established to assist with the good governance of the Academy in accordance with clause 4.4 of this Constitution and Articles 100 - 104.
- 2.4 This Constitution and the Scheme explains the ways in which the Trustees fulfil their responsibilities for the leadership and management of the Academy, the respective roles and responsibilities of the Trustees and the members of the LGB and the commitments to each other to ensure the success of the

Academy.

2.5 This Constitution has been put in place by the Trustees from the Effective Date in accordance with the provisions of the Company's Articles and it should be read in conjunction with those Articles as well as with:

- (i) the Trustees' strategic plans and policies for its Academies;
- (ii) the Scheme;
- (iii) any directions given or rules and regulations set by the Company Trustees.

2.6 References in this Constitution to numbered Articles shall be to the relevant provision of the Articles.

### **3. ETHOS AND MISSION STATEMENT**

3.1 The Academy's ethos is set out as a list of core values:

- Diversity - we celebrate that we are all special and unique, and welcome the differences between ourselves and others;
- Emotional Intelligence - we treat each other kindly, politely, honestly and fairly;
- Responsibility - we take responsibility for our words and actions;
- Respect - we respect every member of the local and global community;
- Go for Goals - we nurture every learner to achieve their best;
- Love of Learning - we love to learn through purposeful activity;
- Collaboration - we take pride in our individual and team achievements.

3.2 The Academy's mission statement is as follows:

Colehill First is a happy school, where children love to learn.

#### **4. TRUSTEES' POWERS AND RESPONSIBILITIES**

- 4.1 The Trustees have overall responsibility and ultimate decision-making authority for all the work of the Company, including the establishing and running of schools. This is both exercised through strategic planning and the setting of policy and is managed through business planning, monitoring of budgets, performance review, the setting of standards and the implementation of quality management processes. The Trustees have the power to direct change where required.
- 4.2 The Trustees have a duty:
- 4.2.1 to comply with any lawful directions issued to the Company;
  - 4.2.2 to act in the fulfilment of the Company's objects; and
- 4.3 Trustees will have regard to the interests of the other academies for which the Company is responsible in deciding and implementing any policy or exercising any authority in respect of the Academy.
- 4.4 Article 101 provides for the appointment by the Trustees of committees to whom the Trustees may delegate certain of the functions of the Trustees. In further recognition of the Trustees' power to delegate under Articles 102 - 105 and the responsibility for the running of the Academy from the Effective Date will be delegated to the committee established by this Constitution and in accordance with the Scheme and which shall be known as the LGB of the Academy.
- 4.5 The constitution, membership and proceedings of the LGB are determined by the Trustees and this Constitution expresses such matters as well as acknowledging any authority delegated to the LGB by the Scheme in order to enable the LGB to assist with the running of the Academy.

## 5. CONSTITUTION OF THE LGB

### 5.1 Members of the LGB

- 5.1.1 The number of people who shall sit on the LGB shall be not less than nine but, unless otherwise determined by the Trustees, shall not be subject to any maximum.
- 5.1.2 The LGB shall have the following members:
  - 5.1.2.1 A minimum of 5 members, appointed under clause 5.2.1;
  - 5.1.2.2 Up to 2 staff members, appointed under clause 5.2.3;
  - 5.1.2.3 2 parent members elected or appointed under clause 5.2.6;
  - 5.1.2.4 the Headteacher
- 5.1.3 The LGB may also have co-opted members appointed under clause 5.3.
- 5.1.4 The Trustees (all or any of them) shall also be entitled to serve on the LGB and attend any meetings of the LGB. Any Trustee attending a meeting of the LGB shall count towards the quorum for the purposes of the meeting and shall be entitled to vote on any resolution being considered by the LGB.
- 5.1.5 All persons appointed or elected to the LGB shall give a written undertaking to the Trustees to uphold the object of the Company.

### 5.2 Appointment of members of the LGB

#### General members

- 5.2.1 The Trustees may appoint a minimum of 5 persons to serve on the LGB

#### Staff members

- 5.2.2 The Trustees may appoint up to 2 persons who are employed at the Academy to serve on the LGB through such process as they may determine, provided that the total number of such persons including

the Headteacher does not exceed one third of the total number of persons on the LGB. The positions held by those employed at the Academy (e.g. teaching and non-teaching) may be taken into account when considering appointments.

- 5.2.3 In appointing persons to serve on the LGB who are employed at the Academy the Trustees may invite nominations from all staff employed under a contract of employment or a contract for services or otherwise engaged to provide services to the Academy excluding the Headteacher and, where there are any contested posts, shall hold an election by a secret ballot. All arrangements for the calling and the conduct of the election and resolution of questions as to whether any person is an eligible candidate shall be determined by the Trustees.

#### Ex officio members

- 5.2.4 The Headteacher shall be treated for all purposes as being an ex officio member of the LGB.

#### Parent members

- 5.2.5 Subject to clause 5.2.10, the parent members of the LGB shall be elected by parents of registered pupils at the Academy and he or she must be a parent of a pupil at the Academy at the time when he or she is elected.
- 5.2.6 The Trustees shall make all necessary arrangements for, and determine all other matters relating to, an election of the parent members of the LGB, including any question of whether a person is a parent of a registered pupil at the Academy. Any election of persons who are to be the parent members of the LGB which is contested shall be held by secret ballot.
- 5.2.7 The arrangements made for the election of the parent members of the

LGB shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he prefers, by having his ballot paper returned to the Academy by a registered pupil at the Academy. Where a vacancy for a parent member of the LGB is required to be filled by election, the LGB shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.

5.2.8 The number of parent members of the LGB required shall be made up by persons appointed by the Trustees if the number of parents standing for election is less than the number of vacancies.

5.2.9 In appointing a person to be a parent member of the LGB pursuant to clause 5.2.8, the Trustees shall appoint a person who is the parent of a registered pupil at the Academy; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

### **5.3 Co-opted members of the LGB**

5.3.1 The Trustees may appoint up to 5 persons to be "co-opted" to the LGB. A person who shall be "co-opted" to the LGB means a person who is to serve on the LGB without having been appointed or elected to serve on the LGB. The Trustees may not co-opt a person who is employed at the Academy if thereby the number of persons employed at the Academy serving on the LGB would exceed one third of the total number of persons serving on the LGB (including the Headteacher).

### **5.4 Term of office**

5.4.1 The term of office for any person serving on the LGB shall be 4 years,



save that this time limit shall not apply to:

- (i) the Headteacher who shall be treated for all purposes as being an ex officio member of the LGB;
- (ii) persons who were serving as Governors of the predecessor school to the Academy immediately prior to the opening of the Academy whose term will expire on the date when it would have expired had the predecessor school not closed.
- (iii) persons who are "co-opted" to the LGB, who shall serve for 1 year. Subject to remaining eligible to be a particular type of member on the LGB, any person may be re-appointed or re-elected (including being "co-opted" again) to the LGB.

## **5.5 Resignation and removal**

- 5.5.1 A person serving on the LGB shall cease to hold office if he resigns his office by notice to the LGB (but only if at least three persons appointed under clause 5.2.1 will remain in office when the notice of resignation is to take effect).
- 5.5.2 A person serving on the LGB shall cease to hold office if he is removed by the person or persons who appointed him. This clause does not apply in respect of a person who is serving as a parent member on the LGB, who may be removed by disqualification.
- 5.5.3 If any person who serves on the LGB in his capacity as an employee at the Academy ceases to work at the Academy then he shall be deemed to have resigned and shall cease to serve on the LGB automatically on termination of his work at the Academy.
- 5.5.4 Where a person who serves on the LGB resigns his office or is removed from office, that person or, where he is removed from office, those removing him, shall give written notice thereof to the Trustees.

**5.6** Disqualification of members of the LGB

- 5.6.1 No person shall be qualified to serve on the LGB unless he is aged 18 or over at the date of his election or appointment. No current pupil of the Academy shall be entitled to serve on the LGB.
- 5.6.2 A person serving on the LGB shall cease to hold office if he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.
- 5.6.3 A person serving on the LGB shall cease to hold office if he is absent without the permission of the Chair of the LGB from all the meetings of the LGB held within a period of six months and the LGB resolves that his office be vacated.
- 5.6.4 A person shall be disqualified from serving on the LGB if:
- 5.6.4.1 his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
- 5.6.4.2 he is the subject of a bankruptcy restrictions order or an interim order.
- 5.6.5 A person shall be disqualified from serving on the LGB at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
- 5.6.6 A person serving on the LGB shall cease to hold office if he would cease to be a director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 5.6.7 A person shall be disqualified from serving on the LGB if he has been

removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.

5.6.8 A person shall be disqualified from serving on the LGB at any time when he is:

5.6.8.1 included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999; or

5.6.8.2 disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000; or 5.6.8.3 barred from regulated activity relating to children (within the meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006).

5.6.9 A person shall be disqualified from serving on the LGB if he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.

5.6.10 A person shall be disqualified from serving on the LGB where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 178 (persons disqualified from being charity trustees or trustees of a charity) of the Charities Act 2011.

5.6.11 After the Academy has opened, a person shall be disqualified from

serving on the LGB if he has not provided to the Trustees a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the chairman or the Headteacher confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

- 5.6.12 A person shall be disqualified from serving on the LGB is in the reasonable opinion of the Trustees he has demonstrated “Relevant Behaviour” or acted in a way which undermines “British Values” as defined and referred to in the Funding Agreement
- 5.6.13 Where, by virtue of this Scheme, a person becomes disqualified from serving on the LGB; and he was, or was proposed, to so serve, he shall upon becoming so disqualified give written notice of that fact to the Trustees.
- 5.6.14 This clause 5.6 shall also apply to any member of any committee of the LGB who is not a member of the LGB.

## 6. OPERATIONAL MATTERS

- 6.1 The LGB shall comply with the obligations set out in the Scheme which deals with the day-to-day operation of, and delegation of responsibilities to, the LGB.
- 6.2 The LGB will adopt and will comply with all policies of the Trustees communicated to the LGB from time to time.
- 6.3 Both the Trustees and all members of the LGB have a duty to act with integrity, objectivity and honesty in the best interests of the Company and the Academy

and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.

- 6.4 The LGB will review its policies and practices on a regular basis, having regard to recommendations made by the Trustees from time to time, in order to ensure that the governance of the Academy is best able to adapt to the changing political and legal environment.
- 6.5 The LGB shall provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Trustees may require from time to time.
- 6.6 The LGB shall submit to any inspections by the Trustees.
- 6.7 The LGB shall work closely with and shall promptly implement any advice or recommendations made by the Trustees in the event that intervention is either threatened or is carried out by the Secretary of State and the Trustees expressly reserve the unfettered right to review or remove any power or responsibility conferred on the LGB under this Constitution in such circumstances.

## 7. FUNCTIONING OF THE LGB

### 7.1 CHAIRMAN, VICE-CHAIRMAN AND CLERK OF THE LGB

- 7.1.1 The chairman of each LGB shall be elected by the Members of the LGB from among their number.
- 7.1.2 The clerk of each LGB shall be appointed by the LGB.
- 7.1.3 The members of the LGB may, for each school year, at their first meeting in that year, elect a vice-chairman from among their number to serve until a successor is elected or a vacancy occurs as envisaged in paragraph 7.1.5. Neither a person who is employed by the Company (whether or not at the

Academy) nor a person who is at the time of election already a Trustee of the Company (except where such person is a Trustee by virtue of being the incumbent chairman) shall be eligible for election as vice-chairman, noting for the avoidance of doubt that once elected the chairman will be eligible to serve as a Trustee of the Company pursuant to the provisions of Articles 51 and 52.

7.1.4 Subject to paragraph 7.1.5, the chairman or vice-chairman shall hold office as such until his successor has been appointed or elected (respectively) in accordance with this clause 7.1.

7.1.5 The chairman or vice-chairman may at any time resign his office by giving notice in writing to the Trustees. The chairman or vice-chairman shall cease to hold office if:

7.1.5.1 he ceases to serve on the LGB;

7.1.5.2 he is employed by the Company whether or not at the Academy;

7.1.5.3 he is removed from office in accordance with this Scheme; or

7.1.5.4 in the case of the vice-chairman, he is appointed in accordance with Article 51 and this Scheme to fill a vacancy in the office of chairman.

7.1.6 Where by reason of any of the matters referred to in paragraph 7.1.5, a vacancy arises in the office of chairman, the Trustees shall appoint a new chairman until such time as a new chairman is elected.

7.1.7 Where by reason of any of the matters referred to in paragraph 7.1.5 a vacancy arises in the office of vice-chairman, the members of the LGB shall at its next meeting elect one of their number to fill that vacancy.

7.1.8 Where the chairman is absent from any meeting or there is at the time a vacancy in the office of the chairman, the vice-chairman shall act as the chair for the purposes of the meeting.

- 7.1.9 Where in the circumstances referred to in paragraph 7.1.8 the vice-chairman is also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the members of the LGB shall elect one of their number to act as a chairman for the purposes of that meeting, provided that the person elected shall neither be a person who is employed by the Company whether or not at the Academy nor a Trustee.
- 7.1.10 Any election of the vice-chairman which is contested shall be held by secret ballot.
- 7.1.11 The chairman may be removed from office by the Trustees at any time,
- 7.1.12 The vice-chairman may be removed by the LGB in accordance with this Scheme.
- 7.1.13 A resolution to remove the vice-chairman from office which is passed at a meeting of the LGB shall not have effect unless:
- 7.1.13.1 it is confirmed by a resolution passed at a second meeting of the LGB held not less than fourteen days after the first meeting; and
- 7.1.13.2 the matter of the vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.
- 7.1.14 Before a resolution is passed by the LGB at the relevant meeting as to whether to confirm the previous resolution to remove the vice-chairman from office, the person or persons proposing his removal shall at that meeting state their reasons for doing so and the vice-chairman shall be given an opportunity to make a statement in response.

## **7.2. CONFLICTS OF INTEREST**

This clause 7.2 shall also apply to any member of any committee of the LGB who is not a member of the LGB.

- 7.2.1 Any member of the LGB who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest (as that phrase is defined in paragraph 7.2.2 below)) which conflicts or may conflict with his duties as a member of the LGB shall disclose that fact to the LGB as soon as he becomes aware of it. A person must absent himself from any discussions of the LGB in which it is possible that a conflict will arise between his duty to act solely in the interests of the Academy and any duty or personal interest (including but not limited to any Personal Financial Interest).
- 7.2.2 For the purpose of paragraph 7.2.1, a person has a Personal Financial Interest if he is in the employment of the Company or is in receipt of remuneration or the provision of any other benefit directly from the Company or in some other way is linked to the Company or the Academy.

### 7.3 THE MINUTES

7.3.1 The minutes of the proceedings of a meeting of the LGB shall be drawn up and entered into a book kept for the purpose by the person authorised to keep the minutes of the LGB, and shall be signed (subject to the approval of the members of the LGB) at the same or next subsequent meeting by the person acting as chairman thereof. The minutes shall include a record of

7.3.1.1 all appointments of members and/or officers made by the LGB and/or the Trustees; and

7.3.1.2 all proceedings at meetings of the LGB and of committees of the LGB including the names of all persons present at each such meeting.

7.3.2 The chairman shall ensure that copies of minutes of all meeting of the LGB (and such of the subcommittees as the Trustees shall from time to time notify) shall be provided to the Trustees as soon as reasonably practicable after those minutes are approved.

### 7.4 COMMITTEES



The LGB may establish subcommittees as it sees fit but such subcommittees will not have any delegated powers or responsibilities. Subcommittees may include individuals who are not members of the LGB, provided that such individuals are in a minority.

## 7.5 DELEGATION

7.5.1 Provided such power or function has been delegated to the LGB, the LGB may further delegate to any person serving on the LGB, subcommittee, the Headteacher or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions either the Trustees or the LGB may impose and may be revoked or altered. Any such delegation shall not be effective unless it is reported to the Trustees as soon as reasonably practicable and in any event within 7 days of such delegation.

7.5.2 Where any power or function of the LGB is exercised by any subcommittee, member of the LGB, the Headteacher or any other holder of an executive office, that person or subcommittee shall report to the LGB in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the LGB immediately following the taking of the action or the making of the decision.

## 7.6 MEETINGS OF THE LGB

7.6.1 Subject to the provisions contained in this Scheme, the LGB may regulate its proceedings as the members of the LGB think fit.

7.6.2 The LGB shall meet at least three times in every school year. Meetings of the LGB shall be convened by the clerk to the LGB. In exercising his functions under this Scheme the clerk shall comply with any direction:

7.6.2.1 given by the Trustees or the LGB; or

7.6.2.2 given by the chairman of the LGB or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the LGB, so far as such direction is not inconsistent with any direction given

as mentioned in 7.6.2.1 above.

7.6.3 Any three members of the LGB may, by notice in writing given to the clerk, requisition a meeting of the LGB; and it shall be the duty of the clerk to convene such a meeting as soon as is reasonably practicable.

7.6.4 Each member of the LGB shall be given at least seven clear days before the date of a meeting:

7.6.4.1 notice in writing thereof, signed by the clerk, and sent to each member of the LGB at the address provided by each member from time to time; and

7.6.4.2 a copy of the agenda for the meeting, provided that where the chairman or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.

7.6.5 The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.

7.6.6 The resolution to rescind or vary a resolution carried at a previous meeting of the LGB shall not be proposed at a meeting of the LGB unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

7.6.7 A meeting of the LGB shall be terminated forthwith if:

7.6.7.1 the members of the LGB so resolve; or

7.6.7.2 the number of members present ceases to constitute a quorum for a meeting of the LGB in accordance with paragraph 6.10, subject to paragraph 7.6.12.

- 7.6.8 Where in accordance with paragraph 7.6.7 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the secretary as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.
- 7.6.9 Where the LGB resolves in accordance with paragraph 7.6.7 to adjourn a meeting before all the items of business on the agenda have been disposed of, the LGB shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the secretary to convene a meeting accordingly.
- 7.6.10 Subject to paragraph 7.6.12, the quorum for a meeting of the LGB, and any vote on any matter thereat, shall be any three of the members of the LGB, or, where greater, any one third (rounded up to a whole number) of the total number of members of the LGB at the date of the meeting. If the Trustees have appointed any additional members of the LGB pursuant to clause 4.1.2.5 of this Scheme then the quorum must include all such persons.
- 7.6.11 The LGB may act notwithstanding any vacancies on its board, but, if the numbers of persons serving is less than the number fixed as the quorum, the continuing persons may act only for the purpose of filling vacancies or of calling a general meeting.
- 7.6.12 The quorum for the purposes of:
- 7.6.12.1 any vote on the appointment of a parent member in accordance with clause 4.2.9 of the Scheme;
  - 7.6.12.2 any vote on the removal of a person in accordance with this Scheme;

7.6.12.3. any vote on the removal of the chairman of the LGB; shall be any two-thirds (rounded up to a whole number) of the persons who are at the time persons entitled to vote on those respective matters.

7.6.13 Subject to this Scheme, every question to be decided at a meeting of the LGB shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the LGB shall have one vote.

7.6.14 Subject to clauses 7.6.10 – 7.6.12, where there is an equal division of votes, the chairman of the meeting shall have a casting vote in addition to any other vote he may have.

7.6.15 The proceedings of the LGB shall not be invalidated by

7.6.15.1 any vacancy on the board; or

7.6.15.2 any defect in the election, appointment or nomination of any person serving on the LGB.

7.6.16 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the LGB or of a subcommittee of the LGB, shall be valid and effective as if it had been passed at a meeting of the LGB or (as the case may be) a subcommittee of the LGB duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the LGB and may include an electronic communication by or on behalf of the LGB indicating his or her agreement to the form of resolution providing that the member has previously notified the LGB in writing of the email address or addresses which the member will use.

7.6.17 Subject to clause 7.6.18, the LGB shall ensure that a copy of:

- 7.6.17.1 the agenda for every meeting of the LGB;
  - 7.6.17.2 the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
  - 7.6.17.3 the signed minutes of every such meeting; and
  - 7.6.17.4 any report, document or other paper considered at any such meeting, are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.
- 7.6.18 There may be excluded from any item required to be made available in pursuance of paragraph 7.6.17, any material relating to:
- 7.6.18.1 a named teacher or other person employed, or proposed to be employed, at the Academy;
  - 7.6.18.2 a named pupil at, or candidate for admission to, the Academy; and
  - 7.6.18.3 any matter which, by reason of its nature, the LGB is satisfied should remain confidential.
- 7.6.19 Any member of the LGB shall be able to participate in, and be counted as present at for the purposes of the quorum, meetings of the LGB by telephone or video conference provided that:
- 7.6.19.1 he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting; and 7.6.19.2 the LGB has access to the appropriate equipment, and provided that, if after all reasonable efforts it does not prove possible for that person to participate

by telephone or video conference, the meeting may still proceed with its business provided it is otherwise quorate.

## **7.7. NOTICES**

- 7.7.1 Any notice to be given to or by any person pursuant to this Scheme (other than a notice calling a meeting of the LGB) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Scheme, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.
- 7.7.2 A notice may be given by the LGB to its members either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the LGB by the member. A member whose registered address is not within the United Kingdom and who gives to the LGB an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the LGB.
- 7.7.3 A member of the LGB present, either in person or in accordance with paragraph 6.19, at any meeting of the LGB shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 7.7.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in

accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after it was sent.

#### 7.8. INDEMNITY

Subject to the provisions of the Companies Act 2006 every member of the LGB or other officer or auditor of the Company acting in relation to the Academy shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

#### 8. LGB MEMBERS ATTENDANCE AT MEETINGS AND GOVERNOR TRAINING

8.1 Each Member of the LGB shall attend such training as is reasonably required by the Company and consistent with the requirements of his or her particular area of responsibility and or committee membership.

8.2 Each Member of the LGB shall use reasonable endeavours to attend each meeting of the LGB and Sub Committee of which he or she is a Member and to send apologies as far in advance as is reasonably practicable where attendance is not possible.

8.3 Each Member of the LGB with a particular responsibility for Safe-Guarding or Special Educational needs shall use reasonable endeavours to attend meetings scheduled by the Company with a specific focus on their area of responsibility and attended by their counterparts from other Academies run by the Company. The Company shall seek to ensure that any training in relation to these specific areas of responsibility is scheduled to coincide with such meetings.

9. ANNUAL REVIEW AND TERMINATION OF THE SCHEME

9.1 The Scheme shall operate from the Effective Date in respect of the named Academy.

9.2 This Scheme may be terminated by the Trustees at any time by giving notice in writing to the LGB.

9.3 Notwithstanding the Scheme being the first Scheme to apply in respect of the Academy, the Trustees will have the absolute discretion to review the Scheme at least on an annual basis and to alter any provisions of it.

9.4 In considering any material changes to this Scheme or any framework on which it is based, the Trustees will have regard to and give due consideration of any views of the LGB.