

Terms of Reference for Local Governing Bodies

Hamwic Education Trust (the "Trust")

Statement of Intent

The Governors recognise the Trust ethos is built upon the creation of local communities of schools working together through the establishment of Partnership Boards.

The Governors undertake to work with the Board of Directors and Partnership Boards to protect, as far they are able and is within their control, this aspect of the Trust's ethos.

1. INTRODUCTION

- 1.1 Hamwic Education Trust (the "Trust") is governed by a Board of Directors (the "Directors") who are accountable to the Department for Education and have overall responsibility and ultimate decision making authority for all the work of the Trust, including the establishing and running of the academies operated by the Trust.
- 1.2 The academies set out in Schedule 1 Part 1 are currently operated by the Trust.
- 1.3 In order to assist with the discharge of their responsibilities, and recognising that collaboration and partnership with the Academies will raise standards and improve achievement levels for the benefit of children and communities, the Directors intend to establish Partnership Boards and Local Governing Bodies ("LGB") for each Academy.
- 1.4 The Directors may for any sponsored Academy establish an interim governing body with such members and such delegated powers as it decides (such delegation shall be set out in a separate delegation document).
- 1.5 The Directors may review these terms of reference at any time but shall review them at least annually.
- 1.6 These terms of reference may only be amended by the Board of Directors in consultation with the Governance & Ethos Committee.

2. CONSTITUTION

- 2.1 Members of the LGB shall be known as "governors."
- 2.2 The Directors have the right to appoint such persons to the LGB as they shall determine from time to time. The Directors will consult with the Partnership Board prior to such action being taken.
- 2.3 Subject to clause 2.2, the composition of the LGBs shall be as follows:
 - 2.3.1 the School Leader of the Academy;

2.3.2 2 parent governors in respect of the Academy ("parent members") elected or appointed unless there are 2 parent members of an advisory body in respect of the Academy that is established under clause 15 of the Master Funding Agreement (an "Advisory Body"); and

2.3.3 other persons co-opted to the LGB by the governors.

2.4 Subject to clause 2.3, it is for the LGB to determine its size and make up and governors may be appointed solely on skills based criteria.

2.5 The procedure for the appointment and the removal of governors shall be as set out in Annex 1.

3. RELATIONSHIP BETWEEN THE DIRECTORS, PARTNERS AND LGB

3.1 The Directors, Partners and the LGB intend to work together to:

3.1.1 deliver and uphold the visions and value of the Trust;

3.1.2 protect the community ethos of each Academy and Partnership;

3.1.3 protect and preserve the Academies so that they all develop within the Trust; and

3.1.4 respect the character, ethos and values of each Academy.

3.2 The LGB shall in carrying out its role:

3.2.1 promote high standards and aim to ensure that students and pupils are attending a successful school which provides them with a good education and supports their well-being;

3.2.2 be responsible to the Directors for its actions and follow the expectations of governors as laid down by the Partners and Directors;

3.2.3 aim to establish that it is competent, accountable, independent and diverse that promotes best practice in governance;

3.2.4 aim to ensure that its governors promote and uphold high standards of conduct, probity and ethics;

3.2.5 act as an ambassador for and to promote the Trust and Partnership Board.

3.3 The Directors and Partners shall support the work of the LGB by:

3.3.1 setting a clear strategic vision to allow the LGB to set and achieve its own aims and objectives within such vision;

3.3.2 ensuring that systems are put in place to allow the governors to be presented with timely and good data to allow the LGB to analyse Academy performance in order to support and challenge the School Leaders and the senior leadership team of the Academy; and

3.3.3 ensuring that the governors have access to high quality training.

3.4 Without prejudice to the Directors' other rights to remove any governor and the Directors' right to amend these terms of reference at any time (in consultation with the Governance & Ethos Committee), where the Directors or Partners have concerns about the performance of an LGB they may amongst other actions:

- 3.4.1 require the relevant LGB to adopt and comply with a governance action plan in such form as determined by the Directors;
 - 3.4.2 suspend or remove any or all of the matters delegated to the LGB;
 - 3.4.3 suspend or remove any or all of the governors of the relevant LGB;
 - 3.4.4 put in place an Interim Governing Body
- 3.5 The Directors may take any or all of the actions specified in clause 3.4 where:
- 3.5.1 the LGB has acted outside these terms of reference or the Scheme of Delegation;
 - 3.5.2 there are concerns about financial matters;
 - 3.5.3 insufficient progress is being made against educational targets (including where intervention by the Secretary of State is being considered or carried out);
 - 3.5.4 the Academy is placed in a category by Ofsted or the Trust's "Central Service Standards Team";
 - 3.5.5 there has been a breakdown in the way the Academy is managed or governed;
 - 3.5.6 the safety of pupils or staff is threatened, including a breakdown of discipline; or
 - 3.5.7 the Directors consider such removal of power or responsibility appropriate in all of the circumstances.
- 3.6 The circumstances listed in paragraph 3.5 are illustrative only and shall not limit the rights of the Directors to suspend or remove any or all of the matters delegated to the LGB.

4. THE DELEGATED BUDGET

- 4.1 In line with their duties and responsibilities as Directors and irrespective of the delegations set out in the Scheme of Delegation, the Directors shall be entitled to determine that a proportion of the budget in respect of the Academy be held centrally for the following reasons:
- 4.1.1 to be allocated to the provision of central services received by the Academy;
 - 4.1.2 in pursuance of the Academy Trust's reserve policy; and / or
 - 4.1.3 as otherwise may be determined by the Directors acting reasonably and in the best interests of the Trust.

5. DELEGATION TO THE LGB

- 5.1 The LGB shall have the roles set out in the Scheme of Delegation and any other role that the Directors and/or Partnership Boards agree shall be carried out by the LGB and that is communicated in writing to the Chair of the LGB.
- 5.2 In the exercise of its delegated powers and functions, the governors of the LGB shall:
- 5.2.1 ensure that the Academy is conducted in accordance with the objects of the Trust, the terms of any trust governing the use of the land which is used for the purposes of the Academy, any agreement entered into with the Secretary of State for the funding of the Academy and these terms of reference;

- 5.2.2 promptly implement and comply with any policies or procedures communicated to the LGB by the Directors from time to time;
 - 5.2.3 review its own policies and practices on a regular basis, in view of any advice or recommendations made by the Directors;
 - 5.2.4 work closely with the Directors and act with integrity, objectivity and honesty in the best interests of the Trust and the Academy;
 - 5.2.5 be open about decisions and be prepared to justify those decisions;
 - 5.2.6 keep confidential all information of a confidential nature obtained by them relating to the Academy and the Trust; and
 - 5.2.7 adopt financial prudence in managing the financial affairs of the Trust in so far as these relate to the Academy and are delegated to them.
- 5.3 Each governor shall be required to take part in regular self-review and is accountable for meeting his own training and development needs. It is a governor's responsibility to consider if, and raise any concerns where, he feels that appropriate training and development is not being provided.
- 5.4 Governors shall be expected to report to the Trust against KPIs which have been set for the Academy and provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Directors may require from time to time.
- 5.5 Annex 3 sets out the powers retained by the Trust.
- 5.6 For the avoidance of doubt, where a power is not expressly delegated to the School Leaders or any LGB it will be deemed to have been retained by the Trust of the Partnership Board regardless of whether it is specified in Annex 3.
- 5.7 Annex 3 may be reviewed by the Directors at any time but shall be reviewed at least annually. Directors reserve the right to remove or alter any delegation at any time, whilst having due regard to, but not being bound by, the views of the LGB.

Schedule 1

Part 1: Academies operated by the Trust

Jefferys Education Partnership

- Upper Shirley High School
- Wordsworth Primary School
- Hollybrook Junior School
- Hollybrook Infant School
- Shirley Junior School
- Shirley Infant School
- Southampton Hospital School

Edwin Jones Partnership

- Harefield Primary School
- Beechwood Junior School
- Glenfield Infant School
- Townhill Infant School
- Weston Park Primary School

Ridings Partnership

- Gatcombe Park Primary School
- Westover Primary School

Hillary Trust

- Hamworthy Park Junior
- Twins Sails Infant and Nursery School
- Bearwood Primary and Nursery School
- Springdale First School

Poole Partnership

- Branksome Heath Junior School
- Sylvan Infant School
- Bishop Aldhelm's Church of England Primary School
- Talbot Primary School

Annex 1 – Appointment and Removal of Governors

1. General

- 1.1 Every person wishing to become a governor will be required to sign a declaration of acceptance and of willingness to act as a governor, in the form set out in Annex 4 or as prescribed by the Directors from time to time

2. Staff governors

- 2.1 The LGB shall 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 and, where there are any contested posts, shall hold an election by a secret ballot.
- 2.2 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 LGB.

3. Parent governors

- 3.1 Parent governors of the LGB shall be elected by parents of registered pupils at the Academy. He or she must be a parent of, or have parental responsibility for, a pupil at the Academy at the time when he or she is elected. Where parents are appointed through another criteria such as skills based, then no election is required.
- 3.2 The LGB shall make all necessary arrangements for, and determine all other matters relating to, an election of the parent governors.
- 3.3 Where a vacancy for a parent governor 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.
- 3.4 Any election of persons who are to be the parent governors which is contested shall be held by secret ballot. The arrangements made for the election of the parent governors 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.
- 3.5 Where the number of parents standing for election is less than the number of vacancies, the LGB may 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 registered pupil of another Academy run by the Trust.

4. Co-opted governors

- 4.1 Co-opted governors of the LGB shall be appointed by the governors. He or she must be:
- a) a person who lives or works in the community served by the Academy; or
 - b) a person who, in the opinion of the LGB, has the necessary skills set and is committed to the governors and success of the Academy.
- 4.2 The governors may not appoint an employee of the Trust as a co-opted governor if such appointment would mean that employees on the LGB would exceed one-third of the total number of governors.

5. Term of office

- 5.1 The term of office for any governor shall be confirmed on appointment with such term being no more than 4 years and no less than 2 years, save for the School Leaders of the Academy who shall remain a governor until he or she ceases to be the School Leaders at the Academy.
- 5.2 Subject to remaining eligible to be a particular type of governor, any person may be re-appointed or re-elected to the LGB.

6. Resignation and removal

- 6.1 A person serving on the LGB shall cease to hold office if:
- a) he resigns his office by giving notice in writing to the clerk of the LGB;
 - b) the School Leaders or a staff governor ceases to work at the Academy;
 - c) the LGB terminate the appointment of a governor whose presence or conduct is deemed by the LGB, at their sole discretion, not to be in the best interests of the Trust or the Academy;
 - d) he or she has, without the consent of the LGB, failed to attend LGB meetings for a continuous period of six months, beginning with the date of the first such meeting he or she failed to attend and the Chair agree that the term of office should be terminated.
- 6.2 For the avoidance of doubt, a parent governor shall not automatically cease to hold office solely by reason of their child ceasing to be a pupil at the Academy.

7. Disqualification of governors

- 7.1 A person shall be disqualified from serving on the LGB if he would not be able to serve as a Trustee in accordance with Articles 68-80 of the Articles.

8. Appointment and removal of Chair and Vice Chair

- 8.1 The Chair and Vice Chair of the LGB shall be elected by the LGB. The appointment of the Chair and Vice Chair shall be recommended to the Partnership Board for approval, such approval will not be unreasonably withheld.
- 8.2 The term of office of the Chair and Vice Chair shall be 2 years. Subject to remaining eligible to be a governor, any governor may be re-appointed as Chair or Vice Chair of the LGB. The Chair or Vice Chair shall not be a school leader or member of staff.
- 8.3 The Chair and Vice Chair may at any time resign his office by giving notice in writing to the Directors. The Chair or Vice Chair shall cease to hold office if:
- a) he ceases to serve on the LGB;
 - b) he is employed by the Trust whether or not at the Academy; or
 - c) in the case of the Vice Chair, he is appointed to fill a vacancy in the office of the Chair.
- 8.4 Where the Chair is absent from any meeting or there is at the time a vacancy in the office of the Chair, the Vice Chair shall act as the chair for the purposes of the meeting. Where the Vice Chair is also absent from the meeting or there is at the time a vacancy in the office of Vice Chair, the governors of the LGB shall elect one of their number to act as chair for the purposes of that meeting.

9. Committees

- 9.1 The LGB may establish subcommittees who may include individuals who are not members of the LGB, provided that such individuals are in a minority.
- 9.2 The LGB may delegate to a subcommittee or any person serving on the LGB, subcommittee, the Head of School or any other holder of an executive office, such of their powers or functions as they consider desirable. Any such delegation may be made subject to any conditions either the Directors or the LGB may impose and may be revoked or altered. The 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.

Annex 2 – Proceedings of the LGB

1. Clerk

1.1 The LGB shall appoint a clerk to the LGB who shall not be a governor. In the absence of a clerk, the LGB shall elect a replacement for that meeting.

1.2 The responsibilities / functions of the Clerk to the LGB are as follows:

- convene meetings of the LGB including sending notices and papers of meetings;
- attend meetings of the LGB and ensure minutes are produced;
- maintain a register of members of the LGB including their terms of office and report any vacancies to the LGB;
- maintain a register of business interests of LGB governors;
- maintain a register of governors' attendance at meetings and report on non-attendance to the LGB;
- report to the LGB as required on the discharge of the Clerk's functions; and
- perform such other functions as shall be determined by the LGB from time to time.

2. Meetings

2.1 The LGB shall meet at least once in every term and shall hold such other meetings as may be necessary.

2.2 Meetings of the LGB shall be convened by the clerk to the LGB, who shall send the governors written notice of the meeting and a copy of the agenda at least seven clear days in advance of the meeting. Where there are matters demanding urgent consideration, the Chair or, in his absence, the Vice-Chair, may waive the need for seven days' notice of the meeting and substitute such notice as he thinks fit.

2.3 Any governor shall be able to participate in meetings of the governors by telephone or video conference provided that he has given reasonable notice to the clerk of the LGB and that the governors have access to the appropriate equipment.

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

2.5 The governors may invite persons who are not governors (such as a member of a committee, any employee, any pupil, any professional adviser and any experts of any kind) to attend the whole or part of any meeting for purposes connected with the meeting.

3. Quorum

3.1 The quorum for a meeting of the LGB, and any vote on any matter at such a meeting, shall be any three of the governors of the LGB, or, where greater, any one third (rounded up to a whole number) of the total number of governors of the LGB at the date of the meeting.

4. Voting

4.1 Every matter to be decided at a meeting of the LGB shall be determined by a majority of the votes of the governors present and entitled to vote on the matter. Every governor shall

have one vote. Where there is an equal division of votes, the Chair of the meeting shall have the casting vote. A governor may not vote by proxy.

4.2 Any governor who is also an employee of the Trust shall withdraw from that part of any meeting of the LGB at which his remuneration, conditions of service, promotion, conduct, suspension, dismissal or retirement are to be considered.

4.3 A resolution in writing, signed by all the governors shall be valid and effective as if it had been passed at a meeting of the governors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the governors.

5. Conflicts of Interest

5.1 Any governor who has or may have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest (as defined below)) which conflicts or may conflict with his duties as a governor 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).

5.2 A governor of the LGB has a Personal Financial Interest if he, or any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the governor or any person living with the governor as his or her partner, is in the employment of the Trust or is in receipt of remuneration or the provision of any other benefit directly from the Trust or in some other way is linked to the Trust or the Academy.

6. Minutes of meetings

6.1 At every meeting of the LGB the minutes of the last meeting shall be taken as the first agenda item after any apologies and, if agreed to be accurate, shall be signed as a true record.

6.2 The clerk to the LGB shall ensure that a copy of the agenda for every meeting of the governors, the draft minutes of every such meeting (if they have been approved by the Chair of that meeting), the signed minutes of every such meeting and any report, document or other paper considered at any such meeting are, as soon as is reasonably practicable, made available to the Company Secretary of the Trust.

Annex 3 – Reserved Matters

Directors

(subject to such other consents / requirements as might be required by law or the Funding Agreement)

To change the name of the Academies

To determine the educational character, mission or ethos of the Academies

To adopt or alter the constitution and terms of reference of any committee of the Directors

To terminate a supplemental funding agreement for an Academy

To establish a trading company

To sell, purchase, mortgage or charge any land in which the Trust has an interest

To approve the annual estimates of income and expenditure (budgets) and major projects

To appoint investment advisors

To sign off the annual accounts

To appoint or dismiss the Chief Executive Officer, the Deputy Chief Executive Officer, the Company Secretary or the Clerk to the Directors

To settle the division of executive responsibilities between the Directors on the one hand and Chief Executive Officer, the Deputy Chief Executive Officer and the School Leaders on the other hand, and to settle the division of executive responsibilities between those individuals

To do any other act which the Funding Agreement expressly reserves to the Directors or to another body (including for the avoidance of doubt, terminating the Funding Agreement or any part of it)

To do any other act which the Articles expressly reserve to the Directors or to another body

To do any other act which the Board of Directors determine to be a Reserved Matter from time to time

Annex 4 – Governor declaration

The Directors

[• address]

[• 00 month year]

Dear Sirs

Hamwic Education Trust (**Trust**) - appointment as a Governor

I confirm that I wish to be a Governor in respect of [• name of academy] in accordance with the Terms of Reference for Local Governing Bodies prescribed by the Directors of the Trust from time to time.

I confirm that I am not disqualified from becoming a Governor by reason of any provision in the Terms of Reference for Local Governing Bodies (and by extension the Memorandum and Articles of Association of the Trust).

I also confirm that I understand that I must disclose any personal interest I may have in any matter to be discussed at a meeting of the Local Governors in accordance with paragraph 5 of Annex 2 ("proceedings of the LGB") of the Terms of Reference for Local Governing Bodies (or as prescribed by the Directors of the Trust from time to time).

Yours faithfully

Signed

Name

Date