



Bright Futures

EDUCATIONAL TRUST

The best *for* everyone, the best *from* everyone

A group of five diverse students in school uniforms (dark green blazers, white shirts, and dark ties) are standing on a grassy field with trees in the background. They are looking towards each other and appear to be in conversation. The student on the far left is a white male, the second is a female wearing a black hijab, the third is a Black male, the fourth is a Black female with glasses, and the fifth is a female of African descent.

Local Governing Body Terms of Reference

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1 Introduction

Through our **mission**, our family of schools place young people, families and communities at the heart of everything we do. We are a true community with shared responsibility and common core values which create a culture of collaboration, opportunity, respect and innovation. We inspire excellence and believe in nurturing the abilities of all within our schools and communities. We empower our young people to build purposeful lives and have the courage and confidence to make a positive contribution to society. Through excellence in education all of our young people will have a bright future.

This **Terms of Reference**, together with the Delegation Framework, explains the ways in which the Trust fulfils its responsibilities for the leadership and management of each Academy, the respective roles and responsibilities of the Trust of the Local Governing Body and the commitments to each other to ensure the success of the Trust's schools.

2 Trust Board Responsibilities

The Trustee of the Trust have overall accountability and ultimate decision-making authority for all the work of the Trust. This is exercised through strategic planning, implementation and the setting of policy and is managed through business planning, monitoring of budgets, setting of standards and the use of quality management processes. The Trustees have the power to direct change where required in the pursuit of the overall aims of the Trust.

The Trustees of the Trust have a duty to:

- Comply with any lawful directions issued to the Trust.
- Act in the fulfilment of the Trust's objectives and Values and Vision Statement.

Trustees of the Trust will have regard to the interests of all the academies for which the Trust is responsible in deciding and implementing any policy or exercising any authority in respect of an individual school.

The Articles of Association provide for the appointment by the Trust of 'committees' to whom the Trust may delegate certain of the functions of its Trustee. The responsibility for the local governance of an Academy will be delegated to the committee established by this Terms of Reference and in accordance with the Delegation Framework and shall be known as the Local Governing Body (LGB) of the Academy.

The Terms of Reference, membership and operations of the LGB are determined by the Trust and this Terms of Reference expresses such matters as well as acknowledging any authority delegated to the LGB by The Delegation Framework in order to enable the LGB to assist with the governance of the Academy and fulfil the Trust's Vision and Values.

3 Governors of the LGB

- 3.1 The number of governors who shall sit on the LGB shall be not less than seven, with a maximum to be determined by the Trust in liaison with the Chair of the LGB.
- 3.2 The LGB shall have the following governors:
- A Chair of the LGB
 - Deputy Chair of the LGB
 - A minimum of three Appointed Governors
 - Up to two elected staff governors
 - A minimum of two elected parent/carer governors
 - The Principal
 - Any additional governors, if appointed by the Trust at the request of the Secretary of State pursuant to clause 102(c) of the Master Funding Agreement.
- 3.3 The LGB may also have a maximum of three co-opted governors.
- 3.4 By accepting appointment or election to the LGB, in writing, each Governor gives an undertaking to uphold the Vision and Values of the Trust and the Trust's Governors Code of Conduct.

4 Appointment of Governors of the LGB

4.1 General Governors

- 4.1.1 The CEO will appoint a Chair of Governors to the LGB.
- 4.1.2 In liaison with the Principal and Executive team, the Chair of the LGB, will appoint a minimum of three Appointed Governors to serve on the LGB. Their appointment should reflect the skills, experience and local representation appropriate to the particular academy.

4.2 Staff Governors

- 4.2.1 Up to two persons who are employed at the Academy can serve on the LGB, provided the total number of such persons (excluding the Principal) does not exceed one third of the total number of persons on the LGB.
- 4.2.2 Any eligible members of staff can stand for service on the LGB when a vacancy occurs either through the end of a term of office of a Staff Governor or through a Staff Governor leaving the Trust's employment.

- 4.2.3 Any contested posts shall be determined by a secret ballot involving all the staff of the Academy. All arrangements for the calling and the conduct of the election and resolution of any questions as to whether any person is an eligible candidate is to be determined by the Chief Executive in liaison with the LGB.
- 4.2.4 Eligible staff are those employed under a permanent contract of employment by the Trust in the academy relating to the LGB to which appointment is sought (excluding the Principal).
- 4.2.5 If no member of staff puts themselves forward, the Chair of the LGB, in liaison with the Chief Executive Officer, can appoint a member of staff to serve as a Staff Governor.

4.3 Ex Officio Governors

- 4.3.1 Unless he or she specifically declines, the Principal shall be treated for all purposes as being an ex officio governor of the LGB.

4.4 Parent/Carer Governors

- 4.4.1 Parent governors of the LGB shall be elected by parents/carers of registered pupils at the Academy and they must be a parent/carers of a pupil at the Academy at the time when they are elected.
- 4.4.2 The Chief Executive, in liaison with the LGB, shall determine all matters relating to election of the parent/carers governors of the LGB, including any question of whether a person is a parent/carers of a registered pupil at the Academy. Any election which is contested shall be held by secret ballot which shall be arranged by the Academy on behalf of the LGB.
- 4.4.3 The arrangements made for the election of the parent/carers governors of the LGB shall provide for every person who is entitled to vote in the election to have an opportunity to do so. Where a vacancy for a parent/carers governor 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 be a parent/carers 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 or she is entitled to stand as a candidate and vote at the election and be given an opportunity to do so.
- 4.4.4 The number of parent/carers governors of the LGB required shall be made up by persons appointed by the Trust if the number of parents/carers standing for election is less than the number of vacancies whilst those appointed should be a parent/carers of a registered pupil at the Academy or, where it is not reasonably practical to do so, a person who is the parent/carers of a child of compulsory school age.

5 Co-opted Governors

- 5.1 The Chair, in liaison with the Trust CEO, may assign up to three persons to be 'Co-opted Governors' to the LGB. A person who is 'co-opted' to the LGB means a person who is to serve on the LGB without being an appointed or elected governor.
- 5.2 A 'co-opted' governor may not be employed by the Academy if this means 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 Principal).

6 Term of Office

- 6.1 The term of office for any person serving on the LGB shall be four years, except for:
- The Principal, who shall be treated for all purposes as being an ex officio governor of the LGB.
 - Persons who are 'co-opted' to the LGB who will serve for one year or for a specified length of time, not exceeding 3 years, to deal with a specific project.
- 6.2 Subject to remaining eligible to be a particular type of governor on the LGB, any person may be re-appointed or re-elected (including being 'co-opted' again) to the LGB.
- 6.3 A Parent/Carer Governor's term of office shall finish once their child is no longer a pupil at the Academy.

7 Resignation and Removal

- 7.1 If the Chair of the LGB wishes to resign his or her office, this should be by notice in writing to the Trust's Chief Executive Officer.
- 7.2 A person serving on the LGB shall cease to hold office if he or she resigns his/her office by notice in writing to the LGB.
- 7.3 A person serving on the LGB shall cease to hold office if they are removed by the person or persons who appointed him/her. This clause does not apply in respect of a person who is serving as an elected parent/carers governor or elected staff governor on the LGB. Removal of such governors (parents/elected staff) should be in exceptional cases and the criteria applied will be guided (but not be bound) by the guidance set out in Statutory Guidance (2017) (Regs 20-24A). The power to remove will rest with the Board of Trustees.

- 7.4 If any person who serves on the LGB in their capacity as an employee at the Academy ceases to work at the Academy then they shall be deemed to have resigned and shall cease to serve on the LGB automatically on termination of their work at the Academy.
- 7.5 Where a person who serves on the LGB resigns their office, or is removed from office, that person, or the person who has them removed from office, shall give written notice to the Trust.

8 Disqualification of Governors

- 8.1 No person shall be qualified to serve on the LGB unless he or she is aged 18 or over at the date of his/her election or appointment. No current pupil of the Academy shall be entitled to serve on the LGB, although students will be invited to present to the LGB or sub-committees thereof occasionally to support the effectiveness of the LGB's oversight and scrutiny of the Academy's work. Students may also be invited to observe the work of the LGB as part of work experience or wider learning.
- 8.2 A person serving on the LGB shall cease to hold office if he or she becomes incapable by reason of mental incapacity, illness or injury of managing or administering his or her own affairs.
- 8.3 A person serving on the LGB shall cease to hold office if they are persistently absent, without the prior agreement of the Chair of the LGB, and the LGB resolves that his or her office be vacated. This would also include persistent absence from Sub-Committee meetings of the LGB to which they are a member.
- 8.4 A person shall be disqualified from serving on the LGB if:
- His or her estate has been sequestrated and the sequestration has not been discharged, annulled or reduced.
 - He or she is the subject of a bankruptcy restrictions order or an interim order.
- 8.5 A person shall be disqualified from serving on the LGB at any time if they become ineligible under any statutory legislation which means they cannot hold office, which could include a criminal conviction received during their term of office.
- 8.6 A person shall be disqualified from serving on the LGB at any time when he or she is:
- Included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999.

- Disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000.
- Barred from regulated activity relating to children (within the meaning of Section 3(2) of the Safeguarding Vulnerable Groups Act 2006).
- Is subject to a Section 128 Direction under the Education and Skills Act (2008).

8.7 Any person appointed or elected to the LGB, or to a Sub-Committee of the LGB, shall submit to an enhanced Disclosure and Barring Service check and undertake safeguarding training as requested by the academy. No prospective governor may attend governor meetings until these pre-appointment activities/checks have been completed satisfactorily. In the event that such check, or any other procedure, discloses any information which would, in the opinion of either the Chair or the Principal, confirm their unsuitability to work with children, that person shall be disqualified from serving on the LGB. The decision to disqualify under this clause will be taken by the Chair with advice from the Principal and the Trust's Safeguarding Lead.

9 Operational Matters

- 9.1 The LGB shall comply with the obligations set out in The Delegation Framework which deals with the day-to-day operation of, and delegation of responsibilities to, the LGB.
- 9.2 The LGB will adopt and ensure full compliance with and implementation of all Trust-wide policies and procedures as communicated to the LGB. Policies deemed by the Trust to be Academy specific e.g. Admissions, will be approved by the LGB in accordance with processes and procedures outlined by Trust's the Policy Design and Implementation Group and in accordance with any regulatory/legislative requirements.
- 9.3 The LGB shall provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Trust may require.
- 9.4 The LGB shall submit to and comply fully with any quality assurance reviews and/or investigations by the Trust, and any inspections pursuant to the Education Act 2005 (Statutory Inspections).
- 9.5 The LGB shall work closely with and shall promptly implement any directives or recommendations made by the Trust in the event that intervention is either threatened or is carried out by the Secretary of State, and the Trust expressly reserves the unfettered right to review or

remove any power or responsibility conferred on the LGB under this Scheme in such circumstances.

10 Functioning of the LGB, Chair, Vice Chair and Clerk

- 10.1 The Chair of each LGB shall be appointed by the Chair of the Board of Trustees taking into account local needs and circumstances. The term of office is four years.
- 10.2 The Chair cannot be employed or work under contract in any capacity by the Trust.
- 10.3 The Clerk of each LGB shall be appointed by the Chief Executive Officer taking into account local circumstances.
- 10.4 At the first meeting of each academic year, the LGB should elect a Vice Chair from amongst their number. A person who is employed or working under contract for the Trust (whether or not at the Academy) shall not be eligible for election as Vice-Chair.
- 10.5 The Chair or Vice-Chair may at any time resign their office by giving notice in writing to the Trust. The Chair or Vice-Chair shall cease to hold office if:
- They cease to serve on the LGB.
 - They are removed from office under one of the clauses indicated above.
 - In the case of the Vice-Chair, they are appointed to fill a vacancy arising in the office of Chair.
- 10.6 If a vacancy arises in the office of Chair, for any reason, the CEO will appoint a new Chair.
- 10.7 If a vacancy arises in the office of Vice-Chair, the governors of the LGB shall, at its next meeting, elect one of their members to fill that vacancy.
- 10.8 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.
- 10.9 Where the Vice-Chair is also absent from the meeting, the governors of the LGB shall elect one of their members present to act as a Chair for the purpose of that meeting, provided the person elected is not employed by or working under contract for the Trust, whether or not at the Academy and provided the number of Governors attending constitute a quorum for that meeting.

10.10 Any election of the Vice-Chair which is contested shall be held by secret ballot.

10.11 The Chair may be removed from office by the chair of the CEO at any time given reasonable cause.

10.12 The Vice-Chair may be removed by the LGB in accordance with Delegation Framework

10.13 LGBs that can demonstrate good practice may be asked if they would like to mentor less experienced LGBs and their Governors may be asked if they would like to serve as Co-opted Governors on other LGBs in order to help build capacity for a pre-determined length of time.

11 Conflicts of Interest

This clause shall also apply to any member of any committee of the LGB who is not a member of the LGB, i.e. a Co-opted Governor or a person appointed to serve on a Sub-Committee who is not a Governor. These matters are covered in the Trust's Conflict of Interests Policy. A register of LGB Members' interests will be kept and updated at least annually. Even so, additional potential or actual conflicts of interest should be declared at each meeting.

11.1 Any governor who has a direct or indirect interest which conflicts or may conflict with his or her duties shall disclose that fact to the LGB as soon as they become aware of it.

11.2 A person must absent themselves from any discussion of the LGB in which it is possible that a conflict will arise.

12 Minutes of Meetings

12.1 The Minutes of the meetings of the LGB shall be recorded and kept by the person authorised to keep the Minutes of the LGB and shall be signed (subject to the approval of the LGB) at the next subsequent meeting by the person acting as Chair.

12.2 The Minutes shall include a record of:

- All appointments of Governors made by the LGB and / or the Trust.
- All proceedings at meetings of the LGB and Sub-Committees of the LGB, including the names of the persons present at each such meeting and any apologies received.

12.3 The Chair shall ensure that copies of Minutes of all meetings of the LGB shall be provided to the Chief Executive as soon as reasonably practical after those Minutes are approved.

- 12.4 Minutes of LGB meetings are made available for public scrutiny. Any Confidential items recorded in the Minutes of either an LGB or Sub-Committee meeting should be recorded at the end of the main Minutes on separate pages marked 'Part B – STRICTLY CONFIDENTIAL – NOT FOR PUBLIC RELEASE' and should only be made available to members of the meeting they apply to. Minutes marked as Strictly Confidential can be also be released for public scrutiny wholly or in part under certain circumstances.

13 Committees

- 13.1 The LGB may establish such Sub-Committees, with the prior permission of the CEO, as it sees fit in order to robustly pursue and implement its roles and responsibilities in the Academy. The terms of reference of Sub-Committees must be approved by the CEO annually.
- 13.2 Sub-Committees may include individuals who are not members of the LGB, provided that such individuals are in a minority. They will not have voting rights.

14 Delegations

- 14.1 The LGB may further delegate to any person serving on the LGB, an LGB Sub-Committee, the Principal or any other appropriate senior leader, 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 Trust or the LGB may impose and may be revoked or altered.
- 14.2 Where any power or function of the LGB is exercised by any LGB Sub-Committee, a member of the LGB, the Principal or any other senior leader, that person or Sub-Committee 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 LGB immediately following the taking of the action or the making of the decision. This will normally be communicated to the CEO through the minutes of the subcommittee.

15 Meetings of the LGB

- 15.1 Subject to the provisions contained in this Terms of Reference and The Delegation Framework, the LGB may regulate its proceedings as the members of the LGB think fit.
- 15.2 The LGB shall meet a minimum of three times each school year.

- 15.3 Meetings of the LGB shall be convened by the Clerk to the LGB. The Clerk shall comply with any direction given by the Trust or by the Chair or, in his or her absence or where there is a vacancy, by the Vice Chair.
- 15.4 Any three members of the LGB may, by notice in writing given to the Clerk, request 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.
- 15.5 Each member of the LGB shall be given at least seven clear days' notice before the date of a meeting, in writing, with a copy of the Agenda for the meeting.
- 15.6 If there are matters demanding urgent consideration it shall be sufficient if the written notice of a meeting and a copy of the Agenda are given within such shorter period as the Chair or, in his or her absence the Vice Chair, directs.
- 15.7 A meeting of the LGB shall be terminated if the number of members present ceases to constitute a quorum for a meeting.
- 15.8 The quorum for a meeting of the LGB, and any vote on any matter, shall be any three 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.
- 15.9 The quorum for the purposes of the removal of any member of the LGB in accordance with this Terms of Reference shall be any two-thirds (rounded up to a whole number) of the persons who are at the time entitled to vote on this matter.
- 15.10 All Governors (appointed, co-opted, Parent/Carer, Staff and Principal/Head of School) are eligible to vote at meetings. Any person invited to attend an LGB or a Sub-Committee in any other capacity would not be eligible to vote on any matter.
- 15.11 Subject to this Terms of Reference, every question or proposal to be decided at a meeting of the LGB shall be determined by a majority of the votes of the persons present who are entitled to vote on the question. Every eligible member of the LGB shall have one vote.
- 15.12 Where there is an equal division of votes, the Chair of the meeting shall have a casting vote in addition to any other vote he or she may have.
- 15.13 The LGB shall ensure that a copy of the signed, approved Minutes of every meeting of the LGB and of the Sub-Committees and any report,

document or other paper considered at those meetings, is available as soon as is reasonably practicable at the Academy for any person wishing to see them, except for items considered confidential. Such confidential items should be included in part B of the meeting with the separately approved minutes kept by the clerk.

- 15.14 A copy of the signed, approved Minutes of the LGB shall be sent to the Chief Executive (including and part B matters) as soon as is reasonably practicable.
- 15.15 Exclusions of any items made available in points 13 and 14 above may be made relating to:
- A named teacher or other person employed, or proposed to be employed, at the Academy.
 - A named pupil at, or candidate for, admission to, the Academy.
 - Any matter which, by reason of its nature, the LGB is satisfied should remain confidential.

16 Local Governors Attendance at Meetings and Governor Training

- 16.1 Each member of the LGB shall use reasonable endeavours to attend each meeting of the LGB and Sub-Committee of which they are a member and to send apologies as far in advance as is reasonably practicable where attendance is not possible.
- 16.2 The Trust requires that each member of the LGB shall attend relevant training in the two identified core areas during their first year of office, as well as any other training which is reasonable and consistent with the requirements of their particular area of responsibility and committee membership.

17 Indemnity

Subject to the provisions of the Companies Act 2006, every member of the LGB or other officer or auditor of the Trust acting in relation to the Academy, shall be indemnified out of the assets of the Trust against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgement 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 Trust.

18 Review and Termination of the Delegation Framework and Terms of Reference

- 18.1 The Delegation Framework and Terms of Reference shall operate from the Effective Date in respect of the named Academy.
- 18.2 The Trust has the absolute discretion to review The Delegation Framework and the Terms of Reference and to alter any provisions of them.
- 18.3 In considering any changes to The Delegation Framework or the Terms of Reference, the Trust will have regard to, and give due consideration to, any views of the LGB.

19 Powers of intervention in schools causing concern

- 19.1 Where the Chief Executive Officer considers that a school is, for whatever reason, causing serious concern and does not have the capacity to improve, consideration will be given to strengthening governance in the following ways:
- the appointment by the Chief Executive Officer of additional co-opted governors with particular expertise to support the required improvements;
 - the appointment of a new Chair.
- 19.2 In extreme cases where there has been a breakdown in the local governance or where a local governing body is acting wilfully against the values, policies and procedures of the Trust, the Chief Executive may dissolve the local governing body and replace it with an appointed 'School Improvement Board'. In these rare cases, the local governing body will be informed of its dissolution in writing.
- 19.3 An appointed 'School Improvement Board' will remain in place until such time as a school has sufficient capacity for improvement. At this point there will be a transition to a new local governing body.

¹ If a Principal/Head of School declines appointment to the Local Governing Body, they are entitled to attend all meetings but have no voting rights, and may be required to attend to report on specific items.