Constitution and Terms of Reference

of

*The Local Governing Board of St Vigor & St John Church School*

*EFFECTIVE DATE:* 1st June 2021

**THIS CONSTITUTION** (which in this document is referred to as the **"Constitution"**) is made by The Bath and Wells Diocesan Academies Trust**,** a company limited by guarantee and registered in England and Wales under company number 8207095 (the "Trust") and sets out the terms upon which the Local Governing Board of St Vigor & St John Church 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 between the Trust and the LGB ("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 financial handbook for academies published by the Department for Education or the Education Funding Agency 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 Trust**;**

**"Budget"** means the annual budget set by the Trust 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 Trust setting out how the Budget is to be spent during any Academy Financial Year**;**

**"DBE"** means the Diocesan Board of Education for the diocese within which the Academy is situated**;**

**"Directors"** means the directors of the Trust**;**

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

**"Headteacher/Principal"** means the Headteacher or Principal of the Academy**;**

**"Incumbent"** means the Incumbent of the Benefice of St Vigor & St John's who may be appointed by the Trust pursuant to clause 5.2.1 of this

Constitution

**"LGB"** means the local governing board of the Academy constituted by clause 4.4 of this Constitution and pursuant to Articles 100 – 102 and Article 104;

**"Master Funding Agreement"** means the Master Funding Agreement entered into by the Trust and the Secretary of State on 27 March 2013 as varied by a Deed of Variation dated 28 August 2013;

**"Relevant Funding Agreement"** means the Supplemental Funding Agreement entered into by the Trust and the Secretary of State in respect of the Academy on 27 February 2013;

**"Secretary of State"** means the Secretary of State for Education and his successors

**"Trustees"** means as defined in the Articles

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 Trust.

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 Trust is governed by a board of Directors who are responsible for, and oversee, the management and administration of the Trust and the academies run by the Trust. **St Vigor & St John Church School** (the **"Academy")** is one of the academies.

2.2 The Directors 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 Trust and they are required to have systems in place through which they can assure themselves of quality, safety and good practice. As the Academy is a Church of England academy, designated as such, the Directors are also accountable to the DBE under the provisions of the Diocesan Boards of Education Measure 1991, and to the Trustees to ensure that the Academy is conducted as a Church of England school.

2.3 In order to discharge these responsibilities, the Trust 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 – 102 and Article 104.

2.4 This Constitution and the Scheme explains the ways in which the Trust fulfil its responsibilities for the leadership and management of the Academy, the respective roles and responsibilities of the Trust 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 Trust from the Effective Date in accordance with the provisions of the Trust's Articles and it should be read in conjunction with those Articles as well as with:

(i) the Trust's strategic plans and policies for its Academies;

(ii) the Scheme; and

(iii) any directions given or rules and regulations set by the Trust Directors.

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 LGB will implement and uphold the Ethos and Mission Statement of the Trust.

## 4. TRUST'S POWERS AND RESPONSIBILITIES

4.1 The Directors of the Trust have overall responsibility and ultimate decision-making authority for all the work of the Trust, including the establishing and running of schools and in particular the Academy as a Church of England school. 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 Directors have the power to direct change where required.

4.2 The Directors of the Trust have a duty:

4.2.1 to comply with any lawful directions issued to the Trust;

4.2.2 to act in the fulfilment of the Trust's objects, Ethos and Mission Statement; and

4.2.3 to have regard to the advice of the DBE generally and in particular in respect of upholding the Trust's objects.

4.3 Directors of the Trust will have regard to the interests of the other academies for which the Trust 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 Trust of committees to whom the Trust may delegate certain of the functions of its Directors. In further recognition of the Trust's power to delegate under Articles 102 and 105, and the responsibility for the running of the Academy from the Effective Date is delegated to the committee established by this Constitution and in accordance with the Scheme and which Committee shall be known as the

LGB of the Academy.

4.5 The constitution, membership and proceedings of the LGB are determined by the Trust 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 and fulfil the Academy's mission.

## 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 three but, unless otherwise determined by the Trust, shall not be subject to any maximum.

5.1.2 The LGB shall have the following members:

5.1.2.1 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/Principal; and

5.1.2.5 any additional members, if appointed by the Trust at the request of the Secretary of State pursuant to clause 102(c) of the Master Funding Agreement.

5.1.3 The LGB may also have co-opted members appointed under clause 5.3.

5.1.4 The Directors of the Trust (all or any of them) shall also be entitled to serve on the LGB and attend any meetings of the LGB. Any Director 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 By accepting appointment or election to the LGB each Member gives an undertaking, written to the Trust to uphold its object, Ethos and Mission Statement.

**5.2** Appointment of members of the LGB

General members

5.2.1 The Trust may appoint persons to serve on the LGB so as to ensure that persons so appointed make up the majority of LGB members provided that no more than 25% of the members of the Local Governing Board shall be appointed for the purpose of securing that the Academy is conducted in accordance with the principles, practices and tenets of the Church of England.

Staff members

5.2.2 The Trust 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/Principal) 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 Trust 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/Principal) 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 Trust.

Ex officio members

5.2.4 The Headteacher/Principal and the Incumbent (if so appointed as a member by the Trust under clause 5.2.1) shall both be treated for all purposes as being ex officio members 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 Trust shall determine all 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 which shall be arranged by the LGB.

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 Trust 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 Trust 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 Trust 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 Trust 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/Principal).

**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/Principal who shall be treated for all purposes as being an ex officio member of the LGB;

(ii) the Incumbent (if so appointed as a member by the Trust under clause 5.2.1) who shall be treated for all purposes as being an ex officio member of the LGB; or

(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 the Trust.

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 Trust.

**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 Trust 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 Any person appointed or elected to the LGB shall submit to a Disclosure and Barring Service check at a level determined by the Trust in accordance with its policy. In the event that such check, or any other procedure, discloses any information which would in the opinion of either the chairman or the Headteacher/Principal confirm their unsuitability to work with children that person shall be disqualified from serving on the LGB. 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 Where, by virtue of this Constitution, 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 Trust.

5.6.13 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 Trust communicated to the LGB from time to time.

6.3 Both the Trust and all members of the LGB have a duty to act with integrity, objectivity and honesty in the best interests of the Trust 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 Trust 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 Trust may require from time to time.

6.6 The LGB shall submit to any inspections by the Trust, and any inspections pursuant to section 48 of the Education Act 2005 (Statutory Inspections of Anglican Schools).

6.7 The LGB shall work closely with and shall promptly implement any advice 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 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 - CHAIRMAN, VICE-CHAIRMAN AND CLERK OF THE LGB

7.1 The chairman of each LGB shall be elected by the Members of the LGB from among their number.

7.2 The clerk of each LGB shall be appointed by the Trust having due regard to, but not being bound by, the views of the LGB.

7.3 The members of the LGB may, for each school year, at their first meeting in that year, elect a chairman and vice-chairman from among their number. Neither a person who is employed by the Trust (whether or not at the Academy) nor a person who is at the time of election already a Director of the Trust (except where such person is a Director by virtue of being the incumbent chairman) shall be eligible for election as chairman or vice-chairman, noting for the avoidance of doubt that once elected the chairman will be eligible to serve as a Director of the Trust pursuant to the provisions of Article 51.

7.4 Subject to paragraph 7.5, the chairman or vice-chairman shall hold office as such until his successor has been elected in accordance with this clause 7.

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

7.5.1 he ceases to serve on the LGB;

7.5.2 he is employed by the Trust whether or not at the Academy;

7.5.3 he is removed from office in accordance with this Constitution; or

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

7.5.5 Whereby reason of any of the matters referred to in paragraph 7.5, a vacancy arises in the office of chairman, the Trust shall appoint a chairman who shall hold that office until such time as a new chairman is elected by the LGB who shall, in such circumstances, hold an election as described in clause 7.3 above notwithstanding that the meeting may not be the first meeting in any school year.

7.5.6 Where by reason of any of the matters referred to in paragraph 7.5 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.

7.5.7 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.

7.5.8 Where in the circumstances referred to in paragraph 7.8 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 Trust whether or not at the Academy nor a Director.

7.5.9 Any election of the vice-chairman which is contested shall be

held by secret ballot.

7.5.10 The chairman may be removed from office by the Trust at any time,

7.5.11 The vice-chairman may be removed by the LGB in accordance with this Constitution.

7.5.12 A resolution to remove the vice-chairman from office which is passed at a meeting of the LGB shall not have effect unless:

7.5.13 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

7.5.14 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.

7.5.15 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.

**8.** CONFLICTS OF INTEREST

This clause 8 shall also apply to any member of any committee of the LGB who is not a member of the LGB.

8.1 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 8.2 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).

8.2 For the purpose of paragraph 8.1, a person has a Personal Financial Interest if he 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.

## 9 THE MINUTES

9.1 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:

9.1.1 all appointments of members and/or officers made by the LGB and/or the Trust; and

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

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

## 10. COMMITTEES / SUB-COMMITIES

The LGB may establish committees (which may be referred to as sub-committees) as

it sees fit.. Such committees may include individuals who are not members of the LGB, provided that such individuals are in a minority and the membership of any committee shall not comprise more than one third persons employed by the Trust.

The LGB shall constitute an Ethos Committee comprising representatives from the pupil body of the Academy, LGB Members appointed for the purposes of upholding and promoting the distinctive Christian ethos of the Academy and such other members as the LGB sees fit, such committee to meet six times in each Academy Year for the purpose of assessing the impact of the Ethos and Mission Statement in the operation of the Academy.

11. DELEGATION

Provided such power or function has been delegated to the LGB, the LGB may further delegate to any person serving on the LGB, any (sub-)committee, the Headteacher/Principal 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 Trust or the LGB may impose and may be revoked or altered.

Where any power or function of the Trust or the LGB is exercised by any (sub-)committee, any Director or member of the LGB, the Headteacher/Principal 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.

**12.** MEETINGS OF THE LGB

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

12.2 The LGB shall meet at least three [*six for a sponsored academy*] times in every school year. Meetings of the LGB shall be convened by the clerk to the LGB. In exercising his

functions under this Constitution the clerk shall comply with any direction given by the Trust or by the Chairman 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 6.2.1 above.

12.3 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.

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

12.4.1 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

12.4.2 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.

12.5 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.

12.6 A 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.

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

12.7.1 the members of the LGB so resolve; or

12.7.2 the number of members present ceases to constitute a quorum for a meeting of the LGB in accordance with paragraph 12.10, subject to paragraph 12.12.

12.8 Where in accordance with paragraph 12.7 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 clerk 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.

12.9 Where the LGB resolves in accordance with paragraph 12.7 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 clerk to convene a meeting accordingly.

12.10 Subject to paragraph 12.12, 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 Trust have appointed any additional members of the LGB pursuant to clause 5.1.2.5 of this Constitution then the quorum must include all such persons.

12.11 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.

12.12 The quorum for the purposes of:

12.12.1 any vote on the appointment of a parent member in accordance with clause 5.2.6 of this Constitution;

12.12.2 any vote on the removal of a person in accordance with this Constitution;

12.12.3 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.

12.13 Subject to this Constitution, 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.

12.14 Subject to clauses 12.10 – 12.12, 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.

12.15 The proceedings of the LGB shall not be invalidated by

12.15.1 any vacancy on the board; or

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

12.16 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.

12.17 Subject to clause 12.18, the LGB shall ensure that a copy of:

12.17.1 the agenda for every meeting of the LGB;

12.17.2 the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;

12.17.3 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 at the Academy to persons wishing to inspect them.

12.18 There may be excluded from any item required to be made available in pursuance of paragraph 12.17, any material relating to:

12.18.1 a named teacher or other person employed, or proposed to be employed, at the Academy;

12.18.2 a named pupil at, or candidate for admission to, the Academy; and

12.18.3 any matter which, by reason of its nature, the LGB is satisfied should remain confidential.

12.19 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: 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 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.

## **13.** NOTICES

13.1 Any notice to be given to or by any person pursuant to this Constitution (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 Constitution, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.

13.2 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.

13.2.1 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.

13.2.2 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 the time it was sent.

## **14.** 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 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 Trust.

## **15.** LGB Members attendance at Meetings and Governor Training

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

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.

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 Trust with a specific focus on their area of responsibility and attended by their counterparts from other Academies run by the Trust. The Trust shall seek to ensure that any training in relation to these specific areas of responsibility is scheduled to co-incide with such meetings.

## 16. ANNUAL REVIEW AND TERMINATION OF THE SCHEME

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

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

16.3 the Trust has the absolute discretion to review the Scheme at least on an annual basis and to alter any provisions of it provided that no alteration shall limit the powers delegated to the LGB without the consent of the LGB unless the Trust has genuine and substantial grounds to believe that the LGB are operating in breach of any statutory or fiduciary duty, that the Academy is in danger of going into deficit, or into an Ofsted Category short of "Good"

16.4 In considering any material changes to this Constitution or any framework on which it is based, the Trust will have regard to and give due consideration of any views of the LGB

Signed on behalf of the Trust .....