



**WESTCOUNTRY**  
SCHOOLS TRUST

## **LOCAL GOVERNING BOARD**

## **TERMS OF REFERENCE**

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**Adopted by Trust Board:**

**Review Timetable:**

**Review Date:**

DRAFT

**WeST MULTI-ACADEMY TRUST**  
**TERMS OF REFERENCE FOR LOCAL GOVERNING BOARD**

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## 1. INTERPRETATION

### 1.0 In these Terms of Reference

<b>“School”</b>	means the school which is one of WeST Multi-Academy Trust group of schools;
<b>“Articles”</b>	means the Articles of Association of the Trust;
<b>“Chair”</b>	means the Governor appointed by the trustees (in accordance with these Terms of Reference) to chair meetings of the Local Governing Board;
<b>“Chief Executive”</b>	means the person appointed by the trustees as an employee to oversee and co-ordinate all Trust activities;
<b>“Chief Finance Officer”</b>	means the person appointed by the trustees as an employee, under the overall direction of the Chief Executive, to oversee the financial aspects of the Trust;
<b>“Company Secretary”</b>	means the Company Secretary of the Trust or any other person appointed to perform the duties of Secretary to the Trust;
<b>“Governor”</b>	means a member of the Local Governing Board;
<b>“Governors’ Handbook”</b>	means the handbook prepared by the Trust explaining the role of governors in force from time to time;
<b>“Local Governing Board”</b>	means the Local Governing Board for the school constituted as provided by paragraph 4 of these Terms of Reference;
<b>“Personal Financial Interest”</b>	means any interest in the employment or remuneration of, or the provision of any other benefit to, a Governor as further detailed within Article 6 of the Articles;
<b>“Head Teacher”</b>	means the member of staff at the school who has been appointed (in accordance with these Terms of Reference) to have overall day to day control of and responsibility of the school, including Principal;
<b>“Staff Governor”</b>	means a member elected to the Local Governing Board by members of staff of the school;
<b>“the Trust”</b>	means WeST Multi-Academy Trust, a company limited by guarantee having registered number 08296921;
<b>“the Trustees”</b>	means those persons appointed as directors (under company law) and trustees of the Trust (under charity law).
<b>“TLI”</b>	Means the Teaching Learning Institute providing Higher Education
<b>“Vice Chair”</b>	means the Governor appointed by the trustees (in accordance with these Terms of Reference) as Vice-Chair of the Local Governing Board;

- 1.2 Unless the context requires otherwise, a reference to:-
- 1.2.1 a numbered paragraph is a reference to the paragraph so numbered in these Terms of Reference (or the sub-paragraph, as the case may be), and
  - 1.2.2 words importing one gender shall include any other gender, the singular number shall include the plural and vice versa and the headings are included for convenience only and shall not affect the construction of these Terms of Reference.

## **2. THESE TERMS OF REFERENCE**

- 2.1 These Terms of Reference are drafted and maintained by the Trust. The trustees may make amendments to these Terms of Reference from time to time, as set out in the Trust's Articles of Association and Scheme of Delegation.
- 2.2 In the event that amendments are made, the Trust shall notify the Chair of each Local Governing Board, who shall be expected to make the other Governors aware of such changes.

## **3. THE TRUST AND LOCAL GOVERNING BOARD**

- 3.1 The Trust is a charitable company limited by guarantee. It has entered into a Master Funding Agreement with the Department for Education and a Supplemental Funding Agreement in respect of the Academy (together the "Funding Agreements") and so it is the Trust that is ultimately responsible to the Department for Education pursuant to the Funding Agreements.
- 3.2 The trustees are the charity trustees (within the terms of section 97(1) of the Charities Act 1993) and responsible for the general control and management of the administration of the Trust in accordance with the provisions set out in the Articles of Association of the Trust.
- 3.3 The Local Governing Board shall be a committee of the trustees established pursuant to Article 101 of the Articles of Association of the Trust.
- 3.4 As described in paragraph 5.1 below, the Trust shall appoint the Chair of the Local Governing Board, based on the recommendation of the members of the Local Governing Board.

## **4. LOCAL GOVERNING BOARD - GOVERNORS**

- 4.1 Membership of the Local Governing Board shall be determined in accordance with the following provisions:-
  - 4.1.1 The total membership shall be not less than five.

4.1.2 The trustees have the right to appoint such persons to the Local Governing Board as they shall determine from time to time.

4.1.3 Subject to 4.1.1 and 4.1.2, the membership of the Local Governing Board shall be comprised as follows:

- a) up to two Community Governors whose appointment shall be subject to approval by the Trustees;
- b) minimum of two Parent Governors; following a selection and interview process
- c) the Head Teacher;
- d) up to two Staff Governors, being one member of the teaching staff and one member of the support staff;
- e) up to two persons who shall be co-opted by the Local Governing Board, subject to the approval of the Trustees.
- f) Appoint Associate Governors with specific role for each person.

4.2 The Local Governing Board may continue to act notwithstanding a temporary vacancy in its composition.

4.3 In circumstances where the Local Governing Board has failed to adhere to the Core Principles or the School has failed to display the Core Characteristics, the procedure set out at Annex 1 Part 2 shall apply.

## **5. APPOINTMENT OF CHAIR OF THE LOCAL GOVERNING BOARD**

5.1 The Chair of the Local Governing Board shall be chosen through election by its own Governors, then appointed by the trustees.

5.2 The term of office of the Chair of a Local Governing Board shall be two years. Further, subject to remaining eligible to be a Chair, any Governor may be re-appointed as Chair in accordance with paragraph 5.1 for consecutive periods

5.3 If both the Chair and the Vice-Chair are absent from any meeting of the Local Governing Board, those Governors present shall appoint one of their number to chair the meeting.

## 6. RESPONSIBILITIES OF TRUSTEES AND LOCAL GOVERNING BOARD

In summary, the **role of the trustees** mainly involves strategic oversight across the Trust, governance, contractual relationships with third parties and setting the Trust's vision and policies.

The **role of Governors** is to carry the Trust vision, policies and priorities forwards, based on the specific qualities and community characteristics of each school. The Governors are expected to question and challenge school leadership and to hold them to account.

### TRUSTEES

- 6.1 The trustees retain authority and responsibility for the following, although these duties will be discharged by the trustees in a way which reflects the local characteristics and level of autonomy which might be appropriate for each school as agreed from time to time:-

#### Compliance and Governance

- 6.1.1 compliance with all statutory regulations and Acts of Parliament governing the operation of the school, including, without limitation all charity and company laws and all health and safety regulations;
- 6.1.2 compliance with the provisions of the Articles and the Funding Agreements;
- 6.1.3 determination of the corporate planning and strategy for the school and the Trust in consultation with the Local Governing Board;
- 6.1.4 overseeing the performance and standards of each school.

#### Appointments and Training

- 6.1.5 putting in place processes for: (i) making appointments within the trustees' remit; and (ii) the Local Governing Board making appointments within its own remit;
- 6.1.6 appointment of the Head Teacher at a school and the approval of any senior appointments at the school, in consultation with the relevant Local Governing Board;
- 6.1.7 in relation to each Local Governing Board, ensure there is an appointed clerk in consultation with the Local Governing Board.
- 6.1.8 appoint the Responsible Officer for the Trust;
- 6.1.9 providing trustee and governor training and evaluation;

## **Finances**

- 6.1.10 establishing a funding model for use across the Trust and the schools, including developing individual funding models for schools, in consultation with them;
- 6.1.11 agreement of the school's annual budgets in consultation with the Local Governing Board;
- 6.1.12 compliance with the Academies Financial Handbook including, but without limitation, determination of procurement policies for the Trust, in conjunction with the Trust's Chief Finance Officer, from time to time;
- 6.1.13 oversight with regard to the finances of the Trust and the school, including, but without limitation, responsibility for compliance with the financial and accounting requirements detailed within the Funding Agreement;
- 6.1.14 the determination, after consultation with the Local Governing Board, of the extent of the services provided to the school by the Trust and how the costs should be allocated;
- 6.1.15 putting in place guidelines for the local maintenance of assets and appropriate registers;

## **Policies and Targets**

- 6.1.16 considering and evaluating performance against key performance indicators set by the Trust (in consultation with the relevant Local Governing Board) in relation to academics, finances and other matters;
- 6.1.17 monitoring the performance of the Local Governing Board;
- 6.1.18 determination of the educational targets of the school in consultation with the Local Governing Board, including, but without limitation, determination of the school's improvement plan;
- 6.1.19 determining any additional financial and reporting targets for the school;
- 6.1.20 determining Trust-wide DBS policy as set out in the Schools' Financial Handbook
- 6.1.21 determining Trust policies e.g. a health and safety policy as specified in the Scheme of Delegation;
- 6.1.22 as the legal employer of all staff, responsibility for human resource policies and procedures and appropriate terms and conditions of service as developed with each school; and
- 6.1.23 determination of the admissions policy and arrangements for the school in accordance with admissions law and DfE codes of practice (which is implemented locally).

## GOVERNORS

6.2 In particular, and subject to the limitations set out above, the trustees delegate the operation of the school to the Local Governing Board and specifically the following duties:

### **Vision and Accountability**

- 6.2.1 to carry forward the Trust's vision, in a way appropriate to the specific qualities and community characteristics of each school;
- 6.2.2 implementation of actions required to comply with statutory regulations and the Funding Agreements,
- 6.2.3 implementation of all policies prepared and approved by the Trust, for example, policies regarding admissions, DBS's and health and safety and any others prepared by the Trust from time to time;
- 6.2.4 oversight of the school's activities;
- 6.2.5 challenge the Head Teacher and school leadership to account for academic performance, quality of care and quality of provision;
- 6.2.6 to comply with and adhere to the terms of any Trust protocol or any guidance issued by the Trust from time to time.
- 6.2.7 At the very minimum the Trust expects the Chair of Governors to appoint:
  - A lead Safeguarding and SEND Governor
  - A lead Pupil Premium Governor
  - A student data Governor
  - A lead Health & Safety Governor
  - A lead finance Governor

### **Finances and Assets**

- 6.2.8 ensuring school-level resources are applied appropriately;
- 6.2.9 oversight of the overall financial plan for the school;

### **Appointments**

- 6.2.10 monitoring local HR activity and policy, including the process for local performance reviews for members of staff and in particular ensuring that it is within the parameters for the particular school from time to time established by the trustees;



6.2.11 considering whether any changes are required to staff terms and conditions, although the Governors may not make any amendments to terms and conditions without the trustees' consent;

### **Delegated Authority to Head Teacher**

6.2.12 delegate authority to the Head Teacher and Senior Leadership Team for the development and updating of non-statutory school specific policies;

6.2.13 maintenance of proper accounting records;

6.2.14 maintenance of or putting in place appropriate arrangements for the maintenance of the school estate in accordance with the guidelines established by the Trust;

6.2.15 Trust's procurement policies insofar as they impact on the school;

6.2.16 notify the Trust of any changes to fixed assets used by the school;

6.2.17 observing proper levels of delegation and protocols;

6.3 The Governors are not, and nothing within these Terms of Reference is intended to make them, charity trustees within the terms of section 97(1) of the Charities Act 1993 (although a Governor may also be a Trustee, for instance if he is appointed as a Trustee pursuant to the Articles).

6.4 Each Governor shall act in the best interests of the Trust and school at all times.

6.5 The Governors must keep confidential all information of a confidential nature obtained by them relating to the school and the Trust.

6.6 The trustees reserve the right to withdraw delegated powers from the Local Governing Board and disband it at any time if appropriate.

6.7 On appointment, each Governor shall be required to signify that they are familiar and agrees to comply with:

- the Articles of Association;
- the Funding Agreements;
- these Terms of Reference;
- the Governors' Handbook; and
- any terms of reference of sub-committees which may apply to that Governor.

6.8 Each Governor shall also be required to carry out training described in paragraph 8 below.

6.9 Each Governor shall also be required to take part in regular self-review and is accountable for meeting his own training and development needs. It is a Governors responsibility to consider if, and raise any concerns where, they feel that appropriate training and development is not being provided.

## **CHIEF EXECUTIVE OFFICER**

- 6.10 The Chief Executive shall report regularly to the Trust Board on the performance of its Academies and conduct the appraisals of the Head Teachers and Executive Leadership Team in conjunction with representatives of the relevant Local Governing Board.

## **7. ASSESSMENT AND REVIEW OF ACADEMIES**

- 7.1 Governors shall be expected to report to the Trust against KPIs which have been set for the school on a termly and an annual basis.

## **8. GOVERNOR TRAINING**

- 8.1 Governors' training will be drawn up from time to time as required.
- 8.2 Chairs of Governors are expected to attend a Trust briefing at least once per year.

## **9. RESIGNATION & REMOVAL OF GOVERNORS**

- 9.1 A Governor may at any time resign his office by giving a terms notice, in writing, to the Clerk of the Local Governing Board.
- 9.2 A Governor shall cease to hold office if he is removed by the person or persons who appointed him. This provision does not apply in the case of the Parent or Staff Governor.
- 9.3 The Trustees may terminate the appointment of any Governor whose presence or conduct is deemed by the trustees, at their sole discretion, not to be in the best interests of the Trust or the school.
- 9.4 Any Staff Member shall automatically cease to hold office if he ceases to be employed at the school. However, a Parent Governor shall not automatically cease to hold office solely by reason of the child (of whom that Parent Governor is a parent or carer) ceasing to be a pupil at the school.

## **10. PERSONS INELIGIBLE TO BE GOVERNORS**

- 10.1 No person shall be qualified to be a Governor unless he is aged 18 or over at the date of his election or appointment.
- 10.2 A Governor shall cease to hold office if he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.
- 10.3 A Governor shall cease to hold office if he is absent without the permission of the Governors from all their meetings held within a period of six months and the Governors resolve that this office be vacated.

10.4 A Governor shall cease to hold office if he would be disqualified from acting as a charity trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).

10.5 A person shall be disqualified from holding or continuing to hold office as a Governor:-

10.5.1 If:-

a) his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced;

b) he is the subject of a bankruptcy restrictions order or an interim order.

10.5.2 at any time when he is:-

a) barred from regulated activity relating to children (within the meaning of Section 3 (2) of the Safeguarding Vulnerable Groups Act 2006; or

b) disqualified from working with children under Section 35 of the Criminal Justice and Courts Service Act 2000;

10.5.3 if he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002.

10.5.4 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 72 of the Charities Act 1993.

10.5.5 has not complied with the Trust's Safeguarding policies. Governors are required to be familiar with Safeguarding policies and must act in compliance with them.

10.6 Where a person becomes disqualified from holding, or continuing to hold office as a Governor, he shall upon becoming so disqualified give written notice of that fact to the Company Secretary.

## **11. GOVERNORS' TERM OF OFFICE**

11.1 Any Governor shall hold and vacate office in accordance with the terms of his appointment but (except in the case of the Head Teacher) the length of his term of office shall not exceed four years.

11.2 Subject to remaining eligible to be a Governor any Governor (including, for the avoidance of doubt, the Chair, whose appointment is also subject to the limitations set out in paragraph 5) may be re-appointed for consecutive periods not exceeding eight years in total but thereafter a Governor shall not be eligible for re-appointment until one year after his or her retirement, unless agreed exceptionally by resolution of the Trustees that he shall be eligible to serve for a further consecutive term. For the avoidance of doubt, a Governor's term of office may include any time served as a governor of a predecessor school.

## **12. CONFLICTS OF INTEREST**

12.1 The income and property of the school must be applied solely towards the provision of the Objects as detailed in the Articles. The restrictions which apply to the Trustees with regard to having a Personal Financial Interest shall also apply to the Governors.

12.2 The procedure detailed at article 6 of the Articles shall apply to the Governing Board always provided that, in the case of a Personal Financial Interest for a Governor who is not also a trustee, the Governing Board may meet to authorise the benefit.

12.3 Any Governor who has any duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a Governor shall disclose that fact to the Governors as soon as he becomes aware of it. A Governor must absent himself from any discussions of the Governors in which it is possible that a conflict will arise between his duty to act solely in the interests of the school and any duty or personal interest (including but not limited to any Personal Financial Interest).

## **13. MEETINGS OF LOCAL GOVERNING BOARD**

13.1 The Local Governing Board shall meet at least once in every term, and shall hold such other meetings as may be necessary.

13.2 The Local Governing Board will follow the core WeST agenda at its termly meetings as notified by the Trust from time to time. The Local Governing Board may include any additional items into the core agenda as necessary.

13.3 All meetings shall be convened by the Clerk to the Local Governing Board, who shall send to the Governors written notice of the meeting and a copy of the agenda at least seven clear days in advance of the meeting.

13.4 A special meeting of the Local Governing Board shall be called by the Clerk whenever requested by the Chair or at the request in writing by any three Governors. 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.

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

#### **14. QUORUM FOR GOVERNORS' MEETINGS**

14.1 Meetings of the Local Governing Board shall be quorate if three or one-third of members are present (whichever is greater).

14.2 If the number of Governors assembled for a meeting of the Local Governing Board does not constitute a quorum, the meeting shall not be held. If in the course of a meeting of the Local Governing Board the number of Governors present ceases to constitute a quorum, the meeting shall be terminated forthwith.

14.3 If for lack of a quorum a meeting cannot be held or, as the case may be, cannot continue, the Chair shall, if he thinks fit, determine the time and date at which a further meeting shall be held and shall direct the Clerk to convene the meeting accordingly.

#### **15. PROCEEDINGS OF GOVERNORS' MEETINGS**

15.1 Every matter to be decided at a meeting of the Local Governing Board shall be determined by a majority of the votes of the Governors present and voting on the matter. Every Governor shall have one vote. Where there is an equal division of votes the Chair of the meeting shall have a second or casting vote.

15.2 A Governor may not vote by proxy.

15.3 No resolution of the Governors may be rescinded or varied at a subsequent meeting unless consideration of the rescission or variation is a specific item of business on the agenda for that meeting.

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

15.5 A resolution in writing, signed by all the Governors (or all of the members of a committee of the Governors), shall be valid and effective as if it had been passed at a meeting of the Governors or (as the case may be) a committee of 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 (or the members of a committee, as the case may be).

15.6 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 and that the Governors have access to the appropriate equipment.

## **16. MINUTES AND PUBLICATION**

- 16.1 At every meeting of the Local Governing Board the minutes of the last meeting shall be taken as the first agenda item after any apologies, except in cases where the Governors present decide otherwise, and, if agreed to be accurate, shall be signed as a true record.
- 16.2 The Clerk to the Local Governing Board 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 Clerk to the trustees.

## **17. DELEGATION OF FUNCTIONS AND COMMITTEES**

- 17.1 The LGB will establish such committees as are necessary to carry out its responsibilities, as determined by the Trust, (together, "Committees") and the powers of any such Committees, their terms of reference and membership shall be determined by the Trust in accordance with any guidance or policies of the Trustees.
- 17.2 The Committees may include Trustees, Governors and associated members.
- 17.3 Except where it is otherwise constrained within its terms of reference, a Committee may invite attendance by persons who are neither Governors nor committee members where such attendance is considered by the members of the Committee to benefit its deliberations.
- 17.4 Copies of the minutes of Committee meetings are to be circulated to all Governors and those who are entitled to attend Local Governing Board meetings.

## **18. FINANCIAL MATTERS**

- 18.1 Following Local Governing Board approval, the budget is to be submitted to the trustees for approval and, for the avoidance of doubt, the school budget shall not be effective until such times it has been approved by the trustees.
- 18.2 The Local Governing Board is required to work to cash limits as may be determined by the Trust and based on the approved budget. Under no circumstances has the Local Governing Board the authority to borrow money.
- 18.3 Except where prior permission has been obtained from the Trustees, the school budget is to be prepared to show 'break even' or better.

## **19. ACCOUNTS AND AUDIT**

- 19.1 The Local Governing Board shall:
- 19.1.1 keep proper accounts and proper records in relation to the accounts; and

19.1.2 regularly monitor the school's account at least once a term.

19.1.3 satisfy themselves that the annual statement of account is a true and fair reflection of the school's performance for the financial year.

## **20. RESPONSIBILITIES OF THE HEAD TEACHER**

20.1 Subject to responsibilities of the Local Governing Board and the policy statements of the Trust, the Head Teacher shall be responsible to the Local Governing Board for:-

20.1.1 implementing the agreed policies and procedures laid down by the Local Governing Board - this includes the implementation of all statutory regulations;

20.1.2 advising the Local Governing Board on strategic direction, forward planning and quality assurance;

20.1.3 the leadership and management of the school;

20.1.4 advising the Local Governing Board (and/or the admissions committee, where applicable) on the admission of pupils;

20.1.5 managing the delegated budget and resources agreed by the Local Governing Board;

20.1.6 advising the Local Governing Board on the appointment of senior posts and other posts as the Local Governing Board may determine;

20.1.7 the appointment of all other staff other than posts within the senior leadership team (except to the extent directed otherwise by the Trustees and/or the Local Governing Board), the salary grading, allocation of duties, appraisal and discipline of all staff;

20.1.8 the maintenance of good order and discipline by the pupils including their suspension and/or exclusion within the framework laid down by the Local Governing Board; and

20.1.9 all such additional functions as may be assigned under the job description or contract of employment.

## **21. CONDUCT OF STAFF**

21.1 The Trust (as employer) is responsible for determining the human resource policies, procedures and terms and conditions of service for all employees including the setting of appropriate rules for the conduct of staff, in each case as developed with each school. Changes to such policies and procedures will be effected only after consultation with the Local Governing Board, Head Teacher and staff groups where appropriate.

## **22. RULES AND BYELAWS**

22.1 The Local Governing Board shall have power to make rules and bye-laws in respect of the government and conduct of the school as it shall think fit. Such rules and bye-laws shall be subject to the provisions of these Terms of Reference and to approval by the trustees.

## **23. AMENDMENT OF THESE TERMS OF REFERENCE**

23.1 These Terms of Reference shall be subject to annual review at the first meeting of the trustees in each academic year.

23.2 Notwithstanding paragraph 23.1, as described in paragraph 2, these Terms of Reference may be modified or replaced by the Trustees at any time following prior consultation with the Local Governing Board.

## **24. COPIES OF THESE TERMS OF REFERENCE**

24.1 A copy of these Terms of Reference and of any rules and bye-laws, shall be given to every Governor and shall be available for inspection upon request by members of staff during normal office hours at the offices of the school and the Trust.

## **25. EFFECTIVE DATE**

25.1 These Terms of Reference shall come into effect, in relation to a Local Governing Board, on the earliest of the establishment of the Local Governing Board or the signature by the Chair on behalf of the Local Governing Board to agree to these Terms of Reference.



## Annex 1

### Warning Notices

1. In circumstances where either:
  - 1.1 the Trust, acting reasonably, is of the opinion that the school has persistently failed to deliver the Core Principles or display the Core Characteristics (as set out at Annex 1); or
  - 1.2 the school has committed a material or persistent breach of the provisions of these Terms of Reference which if capable of remedy has not been remedied within 20 days of the Trust requiring such remedy;

the Trust shall suggest an informal meeting with the school's Local Governing Board to discuss why the school is failing to comply with standards and to suggest an action plan to remedy such failures and, if relevant, breaches of these Terms of Reference.
2. If the school fails to cooperate with the Trust by way of the informal meeting procedure referred to at paragraph 1, the Trust may serve a provisional warning notice ("**Provisional Warning Notice**").
  - 2.1 a Provisional Warning Notice shall be in writing and shall:
    - 2.1.1 state the grounds on which the Trust, acting reasonably, considers the school has failed to deliver the Core Principles or display the Core Characteristics or, if relevant, state the grounds on which the Trust considers the school has committed a material or persistent breach of the provisions of these Terms of Reference;
    - 2.1.2 specify the measures needed to remedy the situation or breach;
    - 2.1.3 specify a reasonable date by which these measures are to be implemented;
    - 2.1.4 state the form in which the school is to provide its response and a reasonable date by which it must be provided; and
    - 2.1.5 specify a reasonable date for Head Teacher (as appropriate) together with the Chair of Governors of the school to meet with the Trust and the Chief Executive to discuss the issues identified in the Provisional Warning Notice and the proposed remedial actions.
3. In the event that:
  - 3.1 no response from the school is received by the Trust by the date specified in accordance with paragraph 2.1.4;

- 3.2 the persons from the Relevant school identified in paragraph 2.1.5 fail to attend the meeting specified in accordance with paragraph 2.1.5; or
  - 3.3 the measures specified in paragraph 2.1.2 (or such other measures as agreed at the meeting held pursuant to paragraph 2.1.5) are not implemented by the date specified pursuant to clause 2.1.3 (or such other date as agreed by the relevant Parties at the meeting held pursuant to paragraph 2.1.5), then the Trust may serve a warning notice ("**Warning Notice**").
4. A Warning Notice shall be in writing and shall state the grounds on which the Trust, acting reasonably, still considers the school has failed to deliver the Core Principles or display the Core Characteristics or if relevant, state the grounds on which the Trust considers a material or persistent breach of the provisions of these Terms of Reference. Once a Warning Notice has been served, the Trust shall, at its sole discretion, either:
- a) specify the measures that are still needed to remedy the situation or breach; and/or
  - b) exercise its rights to remove Governors from the school's Local Governing Board and to appoint Governors to school's Local Governing Board.