

# **Truro & Penwith**

## **Academy Trust**

### **Local Governing Body Scheme of Delegated Authority (SoDA)**

Academy: (the "Academy")

SoDA Date: 1 September 2014 and revised 30 June 2015

## **1 INTRODUCTION**

1.1 As a charity and company limited by guarantee, Truro & Penwith Academy Trust (the "Company") is comprised of and governed by:

Members who guarantee the liabilities of the Company and review the strategic direction;

a Board of Directors (the "Directors") who are responsible for, and oversee, the management and administration of the Company and the academies run by the Company;

a Curriculum and Standards Committee;

a Finance, Employment, Audit and General Purposes Committee;

Local Governing Bodies ("LGBs"); there will be one LGB for each academy which will be responsible for, subject to the provisions of this SoDA, the day-to-day management and administration of each academy.

There will be no more than two Local Governing Body Directors who are appointed by the Directors. The Local Governing Body Directors will help to strengthen the link between the Company and the LGBs.

A chart summarising the governance structure of the Company is contained in Appendix 2.

1.2 A majority of the Directors are appointed by Truro & Penwith College ("the College").

1.3 The Directors have agreed the vision statement contained in Appendix 8.

1.4 The aim of the SoDA is to provide clarity to LGBs on the extent of their rights, responsibilities, authority and powers and to provide a framework within which LGBs will interact and work with the other governance aspects of the Company.

1.5 This SoDA has been put in place by the Directors and applies from the SoDA Date in accordance with the provisions of the Company's Articles of Association (the "Articles") and it should be read in conjunction with those Articles and any terms used in the Articles (a copy of which is attached to this SoDA in Appendix 1).

1.6 Any reference to the "Academy" in this SoDA will be a reference to the Academy so named at the beginning of this document. References to "Company Academies" is a

reference to all the academies for which the Company is responsible at a given point in time.

- 1.7 The Directors are accountable to external government agencies including the Education Funding Agency, the Charity Commission and the Department for Education (including any successor bodies) for the quality of the education the Company Academies provide and they are required to have systems in place through which they can assure themselves of quality, safety and good practice.
- 1.8 The LGBs are established to ensure the good governance of the Academy. The LGB shall be the "Advisory Body" for the Academy as required by the Master Funding Agreement. This is an agreement entered into between the Company and the Secretary of State for Education (the "SoS") governing the affairs of the Company (the "Master Funding Agreement").
- 1.9 This SoDA explains the ways in which the Company requires the LGBs to fulfil their responsibilities for the leadership and management of the Academy, the role and responsibilities of the LGB and the commitments to each other to ensure the success of the Academy.
- 1.10 To reflect the fact that different Academies will require differing levels of support and have earned differing levels of autonomy, Company Academies will be divided into two groups; Level 1 Academies and Level 2 Academies. The LGBs of Level 1 Academies will have greater autonomy and responsibility. The objective of the Directors is that all Company Academies will be Level 1 Academies and additional support will be provided by the Company to Level 2 Academies in order that they can progress to become Level 1 Academies. The criteria for being a Level 1 Academy or Level 2 Academy are set out in Appendix 3 as well as details of how the assessment of the level of the Academy will be undertaken.
- 1.11 The object (the "Object") of the Company is specifically restricted to the following:

"to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing schools ("the mainstream Academies") offering a broad and balanced curriculum or educational institutions which are principally concerned with providing full-time or part-time education for children of compulsory school age who, by reason of illness, exclusion from school or otherwise, may not for any period receive suitable education unless alternative provision is made for them ("the alternative provision Academies) or 16 to 19 Academies offering a curriculum appropriate to the needs of its students ("the 16 to 19 Academies") or schools specifically organised to make special educational provision for pupils with Special Educational Needs ("the Special Academies").
- 1.12 The Academy may decide to collaborate or pool resources with one or more other Company Academies to further the Object of the Company more efficiently. The Directors shall support and facilitate such collaboration. The Academies which are collaborating shall report to the Directors the nature and outcomes of such collaboration.
- 1.13 The LGBs recognise and acknowledge the responsibility of the Directors and the Company, including any officer appointed with the express purpose of achieving and maintaining Academy improvement, to support the Academies to ensure their long term sustainability. Any Academy Improvement Plan will be discussed between the Directors and the LGB and the LGB acknowledges that the financial cost of any support package will be the responsibility of the Academy. Any Academy Improvement Plan will take account of the SoS's concerns and will identify measurable objectives and milestones for improvement. The LGB will support and ensure implementation of any plan.
- 1.14 The Directors also recognise the role that the Academies play in their communities and LGBs are, subject to the provisions of this SoDA, free to decide how such support is

given. The LGB shall ensure that any support is not inconsistent with the Object of the Company and the restrictions on use of its charitable resources and any advice or restriction placed on the Company by the SoS. The LGB shall ensure that any formal collaboration or support is appropriately documented and the details notified in advance to the Directors.

## **2 DIRECTORS' POWERS AND RESPONSIBILITIES**

2.1 The Directors have overall responsibility and ultimate decision making authority for all the work of the Company.

2.2 The Directors must act in the fulfilment of the Object.

2.3 Directors will have regard to the interests of all the Company Academies in deciding and implementing any policy or exercising any authority in respect of an individual Company Academy.

2.4 Article 101 provides for the appointment by the Directors of committees to whom the Directors may delegate certain of the functions of the Directors.

2.5 The constitution, membership and proceedings of the LGB is determined by the Directors and this SoDA expresses such matters as well as acknowledging the authority delegated to the LGB in order to enable the LGB to run the Academy.

2.6 The Directors shall consult with the LGBs of Company Academies before making changes to this SoDA

2.7 If at any time:

Ofsted rate the Academy as inadequate;

Ofsted rate the Academy as requiring improvement;

the Academy is predicted to have or has a deficit budget;

an event occurs at or in relation to the Academy which is significantly damaging to the reputation of the Company; or

any event analogous to the above events occurs at or in relation to the Academy,

the Directors shall have the right (but shall not be required) to direct that all members of the LGB resign their posts and at such time this SoDA shall cease to have effect until such time as the Directors are satisfied that the event that has occurred to trigger the right to exercise these powers has been rectified or ceases to cause a concern to the Directors.

## **3 CONSTITUTION OF THE LGB**

3.1 Governors of the LGB

3.1.1 The number of Governors who shall sit on the LGB shall be not less than eight and not more than sixteen.

3.1.2 The LGB shall have the following Governors:

Staff Governor(s), appointed under clause 3.2.2; two Parent Governors elected or appointed under clause 3.2.3; the Headteacher of the Academy (the "Headteacher"); and

up to two Governors appointed by the Directors.

- 3.1.3 No more than one third of the Governors of the LGB shall be employees of the Company.
- 3.1.4 The LGB may also have Additional Governors appointed under clause 3.2.8.
- 3.1.5 The Directors (all or any of them) shall also be entitled to attend meetings of the LGB provided that they have first informed the Chair of the LGB of their intention to attend. Any Director attending a meeting of the LGB shall be entitled to speak but shall not be entitled to vote.

## 3.2 Appointment of Governors of the LGB

### *Headteacher*

- 3.2.1 The Headteacher or Head of School (as applicable) of the Academy shall be treated for all purposes as being an ex officio Governor of the LGB.

### *Staff Governors*

- 3.2.2 In appointing persons to serve on the LGB who are employed at the Academy the members of the LGB 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 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 LGB.

### *Parent Governors*

- 3.2.3 Two Parent Governors of the LGB shall be elected by parents of registered pupils at the Academy. He or she must be a parent of, or have parental responsibility for, a pupil at the Academy at the time when he or she is elected.
- 3.2.4 The LGB shall make all necessary arrangements for, and determine all other matters relating to, an election and appointment of the Parent Governors. All arrangements for the calling and the conduct of the election and resolution of questions as to whether any person is an eligible candidate shall be determined by the LGB.
- 3.2.5 Where a vacancy for a Parent Governor is required to be filled by election, the LGB shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he or she is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
- 3.2.6 Any election of persons who are to be the Parent Governors which is contested shall be held by secret ballot. The arrangements made for the election of the Parent Governors shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he/she prefers, by having his/her ballot paper returned to the Academy by a registered pupil at the Academy.
- 3.2.7 Where the number of parents standing for election is less than the number of vacancies, the Directors may appoint a person who is the parent of a registered pupil at the Academy or, where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age to be a Parent Governor.

### *Additional Governors*

- 3.2.8 The LGB may, with the consent of the Directors, appoint additional Governors to the LGB provided that the total number of Governors does not exceed 16.

### *General*

- 3.2.9 All appointments to the LGB or resignations from the LGB are to be reported to the Company Secretary within seven days of such appointment or resignation together with details of the type of Governor involved (i.e. Parent, Staff etc.).
- 3.2.10 No person may be a Governor, if
- they are disqualified from being a charity trustee pursuant to the Charities Act 2011;
  - they have an unspent conviction which, in the reasonable opinion of the Directors, makes them unsuitable to serve as a member of the LGB; or
  - they would be disqualified from serving as a Director in accordance with Articles 68-80 of the Articles.
- 3.2.11 If at any time, whether before or after appointment, the Directors reasonably believe that a Governor is unsuitable to hold such an appointment, the Directors may direct that such Governor shall resign (or be prevented from taking office). The Directors shall only use this power in exceptional circumstances.
- 3.2.12 Support and guidance will be provided to enable governors to develop the necessary skills and knowledge to fulfil their duties as a member of the LGB. Governors will be expected to attend training events and to avail themselves of relevant development opportunities. The Directors reserve the right to declare certain essential training mandatory for all governors.
- 3.3 Term of office
- 3.3.1 The LGB shall decide how long the term of office of Governors shall be provided that such term shall be not less than one year and not more than four years, save that this time limit shall not apply to:
- the Headteacher who shall be treated for all purposes as being an ex officio Governor of the LGB.
- 3.3.2 Subject to remaining eligible to be a particular type of Governor on the LGB, any person may be re-appointed or re-elected to the LGB for a second term of office. Proposals to re-appoint or re-elect for a third term of office require the approval of the Board of Directors.
- 3.4 Resignation and removal
- 3.4.1 A person serving on the LGB shall cease to hold office if:
- he/she resigns his/her office by notice in writing to the LGB;
  - he/she is removed by the person or persons who appointed him unless he is a Parent or Staff Governor, who may be removed by the Directors;
  - a Staff Governor ceases to work at the Academy;
  - his/her term of office is not renewed; or
  - a Parent Governor ceases to be a parent of a child attending the Academy.

## 4 PROCEEDINGS OF THE LGB

### 4.1 Appointment and removal of Chair and Vice Chair

- 4.1.1 The Chair of the LGB shall be appointed by the Directors following consultation with the Governors of the LGB and may be removed from office by the Directors. The Directors will decide the term of office of the Chair of the LGB provided that such term shall not be less than one year or longer than four years. A person employed by the Company (whether or not at the Academy) shall not be eligible to be appointed as Chair.
- 4.1.2 The Chair of the LGB is responsible for ensuring that the business of the LGB is appropriately organised and for acting as the communication link between the LGB and the Academy Headteacher. The Chair will also be responsible for reporting to the Board of Directors where applicable. The Chair, together with the other governors of the LGB, has responsibility for providing strategic leadership of matters such as formulating the LGB's strategy for executing its duties; encouraging high standards of propriety; promoting efficient and effective use of resources including staff; ensuring that decision making takes account of governance documents and ministerial guidance. The Chair has responsibility for representing the view of the LGB to the general Public and for providing an assessment of the performance of individual Governors on request e.g. when they are considered for re-appointment to the LGB.
- 4.1.3 The Governors of the LGB shall elect a Vice Chair from among their number. Neither a person who is employed by the Company (whether or not at the Academy) nor a person who is at the time of election a Director shall be eligible for election as Vice Chair. Any election of the Vice Chair which is contested shall be held by secret ballot.
- 4.1.4 The Chair and/or Vice Chair may at any time resign his/her office by giving notice in writing to the LGB which will inform the Board of Directors. The Chair or Vice Chair shall cease to hold office if:
- he/she ceases to serve on the LGB;
  - he/she is employed by the Company whether or not at the Academy;
  - he/she is removed from office in accordance with this SoDA.
- 4.1.5 Where the Chair is absent from any meeting or there is at the time a vacancy in the office of the Chair, the Vice Chair shall act as the chair for the purposes of the meeting. Where the Vice Chair is also absent from the meeting or there is at the time a vacancy in the office of Vice Chair, the members of the LGB shall elect one of their number to act as chair for the purposes of that meeting, provided that the person elected shall not be a person employed by the Company nor a Director.
- 4.1.6 The Chair and/or the Vice Chair may be removed by a resolution of the LGB. An LGB resolution to remove the Chair and/or Vice Chair from office shall not have effect unless it is confirmed by a meeting of the LGB and the matter of the Chair/Vice Chair's removal from office is specified as an item of business on the agenda for that meeting.
- 4.1.7 Before a resolution is passed by the LGB at the relevant meeting to remove the Chair/Vice Chair from office, the person or persons proposing either of their removals shall at that meeting state their reasons for doing so and the Chair/Vice Chair shall be given an opportunity to make a statement in response.

## 4.2 Committees

- 4.2.1 The LGB may establish subcommittees which may include individuals who are not governors, provided that such individuals are in a minority.
- 4.2.2 The LGB may delegate to a subcommittee or any person serving on the LGB, the Headteacher or any other holder of an executive office, such of their powers or functions as they consider desirable. Any such delegation may be made subject to any conditions either the Company or the LGB may impose and may be revoked or altered. The person or subcommittee shall report to the LGB in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the LGB immediately following the taking of the action or the making of the decision.
- 4.2.3 Any committees established by the LGB will have clear terms of reference setting out their responsibilities to the LGB and the Company.

## 4.3 Meetings

- 4.3.1 Subject to the provisions contained in this SoDA, the LGB may regulate its proceedings as the governors think fit.
- 4.3.2 The LGB shall meet at least termly. Meetings of the LGB shall be convened by the clerk to the LGB. Wherever possible, meetings of the LGB shall be timed to be approximately seven to fourteen days before each meeting of the main Board of Directors.
- 4.3.3 Each Governor shall be given at least seven clear days' notice before the date of a meeting and a copy of the agenda and relevant papers unless the Chair determines that there are matters demanding urgent consideration in which case shorter notice may be given.
- 4.3.4 The convening of a meeting and its proceedings shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda and relevant papers or any defect in the election, appointment or nomination of any person serving on the LGB.

## 4.4 Quorum

- 4.4.1 The quorum for a meeting of the LGB shall be 40% of the total number of Governors of the LGB (rounded up to a whole number) at the date of the meeting.
- 4.4.2 The quorum for a meeting of an LGB committee shall be 40% of the total membership of the committee (rounded up to a whole number) at the date of the meeting.

## 4.5 Voting

- 4.5.1 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 Governor shall have one vote. Where there is an equal division of votes, the Chair of the meeting shall have the casting vote.
- 4.5.2 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 duly convened and held. Such a resolution may consist of several documents in the same form signed by one

or more Governors and may include electronic communication.

#### 4.6 Conflicts of Interest

- 4.6.1 The clerk to the LGB shall maintain a register of the interests of the Governors (including, but not limited to Personal Financial Interests as defined below) and this register shall be made available on request to persons wishing to inspect it.
- 4.6.2 Any Governor of the LGB or a subcommittee who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest as defined below) which conflicts or may conflict with his/her duties as a member of the LGB or subcommittee shall disclose that fact to the LGB or subcommittee as soon as he/she becomes aware of it. A person must absent himself from any discussions of the LGB or subcommittee in which it is possible that a conflict will arise between his/her 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).
- 4.6.3 A member of the LGB or a subcommittee has a Personal Financial Interest if he, or any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the member or any person living with the member as his or her partner, is in the employment of the Company or is in receipt of remuneration or the provision of any other benefit directly from the Company or in some other way is linked to the Company or the Academy.

#### 4.7 Minutes of meetings

- 4.7.1 The minutes of the proceedings of a meeting of the LGB shall be drawn up and signed (subject to the approval of the Governors) at the same or next subsequent meeting by the Chair of the meeting. The minutes shall include a record of all appointments of Governors and all proceedings at meetings of the LGB and of subcommittees of the LGB, including the names of all persons present at each such meeting. The minutes should also include details of decisions taken and actions agreed. The agreed actions from a previous meeting should be included in the agenda for the next meeting.
- 4.7.2 The Chair shall ensure that copies of the draft minutes of all meetings, including any confidential item(s), of the LGB (and any subcommittees) shall be provided to the Company Secretary as soon as reasonably practicable and in any event within fourteen days of the meeting having been approved by the Chair of that meeting and the Chair shall thereafter ensure that the Company Secretary is provided with updated copies of such minutes if later revisions are made.
- 4.7.3 The LGB shall ensure that a copy of:
- the agenda for every meeting of the LGB;
  - the draft minutes of every such meeting, if they have been approved by the person acting as 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 at the Academy to persons wishing to inspect them. There may be excluded from any item required to be made available any material 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 and any matter which, by reason of its nature, the LGB is satisfied should remain confidential.

- 4.7.4 The proceedings of the LGB shall not be invalidated by
- any Governor vacancy; or
  - any defect in the election, appointment or nomination of any person serving on the LGB.

#### Communications

- 4.7.5 The LGB shall ensure that the reports in the formats set out in Appendix 7 shall be provided to the main Board of Directors at the frequencies set out in Appendix 7.
- 4.7.6 Communications between the LGB and the Education Funding Agency/Department for Education will be through the Chair unless the LGB has agreed that another LGB member should act on its behalf.
- 4.7.7 The Chair shall ensure that all members of the LGB, when taking up office, shall receive an induction in governance and Academy finance. The Chair shall also ensure that all members of the LGB receive copies of the key Governance Documents as part of their induction.
- 4.7.8 On occasions it will be necessary for the Chair to act on behalf of the LGB between scheduled meetings. In these circumstances the LGB delegate to the Chair authority to take action on its behalf, after taking advice from the Company Secretary, providing that the course of action is not contrary to the Funding Agreement, the Memorandum and Articles of Association or other regulations. Any action taken shall be reported to the next LGB meeting.

## 5 DELEGATED POWERS

- 5.1 Subject to the provisions of the Companies Act 2006, to the Academies Financial Handbook, to the Articles, to any directions given by the Directors from time to time and in accordance with the terms of this SoDA, the management of the business of the Academy shall be delegated by the Directors to the LGB who may exercise all the powers of the Company in so far as they relate to the Academy.
- 5.2 At all times, the Directors and the LGB shall ensure that the Academy is conducted in accordance with the Object of the Company, the terms of any trust governing the use of the land which is used for the purposes of the Academy, any agreement entered into with the Secretary of State for the funding of the Academy and this Scheme of Delegation.
- 5.3 Appendix 3 of this SoDA sets out the criteria for the levels of autonomy. Appendix 4 sets out the general powers that are delegated to the LGB. Appendix 9 summarises the levels of delegation of responsibilities, obligations and powers within the Company. Appendix 3, 4 and 9 may be reviewed by the Directors at any time but shall be reviewed at least annually. Directors reserve the right to remove or alter any delegation at any time, whilst having due regard to, but not being bound by, the views of the LGB.
- 5.4 In the exercise of its powers and functions, the LGB shall consider any advice given by the Headteacher and any other executive officer and have due regard to any guidelines and policies issued by the Directors.
- 5.5 Any decision to increase or decrease the size of the Academy shall be that of the Directors who shall have regard to the views and recommendations of the LGB.

- 5.6 The responsibility for the satisfaction and observance of all regulatory and legal matters shall be for the Directors but the LGB shall do all such things as the Directors may specify as being necessary to ensure that the Company is meeting its legal obligations.
- 5.7 No monies of the Company (whether or not authority to expend has been delegated to the LGB) shall be paid into any bank account other than a bank account authorised by the Directors.
- 5.8 If the LGB has a deficit budget or thinks it will have a deficit budget within the next 3 months the LGB must notify the Directors immediately.

## **6 OPERATIONAL MATTERS**

- 6.1 The LGB will adopt and will comply with all policies that the Directors communicate to the LGB from time to time as being Company policies.
- 6.2 In addition to the Company's policies, Directors will from time to time communicate to the LGB details of other policies which the LGB must have in place but the contents of which will be for the LGB to decide provided that the contents must not contradict or conflict with the contents or aims of the Company policies.
- 6.3 The LGB may produce and have in place such other policies as it thinks fit provided that such policies do not contradict or conflict with the policies referred to in clause 6.1 and 6.2.
- 6.4 Both the Directors and all Governors have a duty to act independently and not as agents of those who may have appointed them and will act with integrity, objectivity and honesty in the best interests of the Company and the Academy and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.
- 6.5 The LGB will review its policies and practices on a regular basis, having regard to requirements and recommendations made by the Directors 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.
- 6.6 The LGB shall provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Directors may require from time to time.
- 6.7 The LGB shall submit to any inspections by the Directors and any inspections pursuant to section 48 of the Education Act 2005.
- 6.8 The LGB shall work closely with and shall promptly implement any advice or recommendations made by the Directors in the event that intervention is either threatened or is carried out by the Secretary of State and the Directors expressly reserve the unfettered right to review or remove any power or responsibility conferred on the LGB under this Scheme of Delegated Authority in such circumstances.
- 6.9 This SoDA may be terminated or amended by the Directors at any time by giving notice in writing to the LGB. In considering any material changes to this SoDA, including termination, the Directors will have regard to any views of the LGB.

## **7 NOTICES**

- 7.1 Any notice to be given to or by any person under this Scheme of Delegated Authority shall be in writing or given using electronic communications to an address provided by that person. Communications to the Board of Directors may be sent to:

Board of Directors  
Truro and Penwith Academy Trust  
c/o Company Secretary  
Room A110  
Allen Building  
Truro College  
College Road  
Truro  
TR1 3XX

Alternatively communications may be sent electronically to: [MAT@truro-penwith.ac.uk](mailto:MAT@truro-penwith.ac.uk).

## **8 INDEMNITY**

- 8.1 Subject to the provisions of the Companies Act 2006 and Article 6.3 of the Company's Articles every member of the LGB or other officer or auditor of the Company acting in relation to the Academy shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he/she is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

**APPENDIX 1**

The Articles of Association of Truro & Penwith Academy Trust

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

TRURO & PENWITH ACADEMY TRUST

COMPANY NUMBER: 8880841

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
OF  
TRURO & PENWITH ACADEMY TRUST

INTERPRETATION

1. In these Articles:-

- a. "the Academies" means all the schools and educational institutions referred to in Articles 4a) and established by the Company (and "Academy" shall mean any one of those schools or educational institutions)
- b. "Academy Financial Year" means the academic year from 1<sup>st</sup> of September to 31<sup>st</sup> of August of the following year;
- c. "the Articles" means these Articles of Association of the Company;
- d. "Chief Executive Officer" means such person as may be appointed by the Directors as the Chief Executive Officer of the Company<sup>1</sup>;
- e. "Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;
- f. "clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day on which it is given or on which it is to take effect;
- g. "Clerk" means the clerk to the Directors or any other person appointed to perform the duties of the clerk to the Directors, including a joint, assistant or deputy clerk;
- h. "the College" means Truro & Penwith College
- i. "the Company" means save as otherwise defined at Article 6.9 the company intended to be regulated by these Articles and referred to in Article 2;
- j. "the Directors" means save as otherwise defined at Article 6.9 the directors of the Company (and "Director" means any one of those directors);
- k. "financial expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- l. "the LAs" means all the local authorities covering the areas in which the Academies are situated (and "the LA" shall mean any one of these local authorities);

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<sup>1</sup> Optional.

- m. “Local Authority Associated Persons” means any person associated with any local authority within the meaning given in section 69 of the Local Government and Housing Act 1989;
  - n. “Local Governing Bodies” means the committees appointed pursuant to Articles 100-101 and 104 (and “Local Governing Body” means any one of these committees);
  - o. “Member” means a member of the Company and someone who as such is bound by the undertaking contained in Article 8;
  - p. “the Memorandum” means the Memorandum of Association of the Company;
  - q. “Office” means the registered office of the Company;
  - r. “Parent Directors” means the Directors appointed pursuant to Articles 53–56 inclusive;
  - s. “Principals” means the headteachers of the Academies (and “Principal” means any one of these headteachers);
  - t. “Principal Regulator” means the body or person appointed as the Principal Regulator under the Charities Act 2011;
  - u. “Relevant Funding Agreements” means the agreement or agreements entered into by the Company and the Secretary of State under section 1 of the Academies Act 2010 for the establishment of each Academy, including any variation or supplemental agreements thereof;
  - v. “the seal” means the common seal of the Company if it has one;
  - w. “Secretary of State” means the Secretary of State for Education or successor;
  - x. “Staff Director” means an employee of the Company who may be appointed as a Director pursuant to Article 50A;
  - y. “teacher” means a person employed under a contract of employment or a contract for services or otherwise engaged to provide his services as a teacher at one or more Academies;
  - z. “the United Kingdom” means Great Britain and Northern Ireland;
  - aa. words importing the masculine gender only shall include the feminine gender. Words importing the singular number shall include the plural number, and vice versa;
  - bb. subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Act 2006, as appropriate;
  - cc. any reference to a statute or statutory provision shall include any statute or statutory provision which replaces or supersedes such statute or statutory provision including any modification or amendment thereto.
2. The Company's name is Truro & Penwith Academy Trust (and in this document it is called “**the Company**”).
  3. The Company’s registered office is to be situated in England and Wales.

## OBJECT

4. The Company's object ("**the Object**") is specifically restricted to the following:

to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing schools ("**the mainstream Academies**") offering a broad and balanced curriculum or educational institutions which are principally concerned with providing full-time or part-time education for children of compulsory school age who, by reason of illness, exclusion from school or otherwise, may not for any period receive suitable education unless alternative provision is made for them ("the alternative provision Academies") or 16 to 19 Academies offering a curriculum appropriate to the needs of its students ("the 16 to 19 Academies") or schools specially organised to make special educational provision for pupils with Special Educational Needs ("the Special Academies").

5. In furtherance of the Object but not further or otherwise the Company may exercise the following powers:-

- (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
- (b) to raise funds and to invite and receive contributions provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- (c) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (d) subject to Article 6 below to employ such staff, as are necessary for the proper pursuit of the Object and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;
- (e) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Object;
- (f) to co-operate with other charities, other independent and maintained schools, schools maintained by a local authority, 16-19 Academies, alternative provision Academies, institutions within the further education sector, voluntary bodies and statutory authorities operating in furtherance of the Object and to exchange information and advice with them;
- (g) to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (h) to establish, maintain, carry on, manage and develop the Academies at locations to be determined by the Directors;
- (i) to offer scholarships, exhibitions, prizes and awards to pupils and students former pupils and former students, and otherwise to encourage and assist pupils and students and former pupils and former students;
- (j) to provide educational facilities and services to students of all ages and the wider community for the public benefit;
- (k) to carry out research into the development and application of new techniques in

education and to their approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools, educational institutions and the voluntary sector to the education of pupils and students in academies;

- (l) subject to such consents as may be required by law and/or by any contract entered into by or on behalf of the Company, to borrow and raise money for the furtherance of the Object in such manner and on such security as the Company may think fit;
  - (m) to deposit or invest any funds of the Company not immediately required for the furtherance of its object (but to invest only after obtaining such advice from a financial expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification);
  - (n) to delegate the management of investments to a financial expert, but only on terms that:
    - (i) the investment policy is set down in writing for the financial expert by the Directors;
    - (ii) every transaction is reported promptly to the Directors;
    - (iii) the performance of the investments is reviewed regularly with the Directors;
    - (iv) the Directors are entitled to cancel the delegation arrangement at any time;
    - (v) the investment policy and the delegation arrangement are reviewed at least once a year;
    - (vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
    - (vii) the financial expert must not do anything outside the powers of the Directors;
  - (o) to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required;
  - (p) to provide indemnity insurance to Directors in accordance with, and subject to the conditions of section 232 to 235 of the Companies Act 2006, section 189 of the Charities Act 2011 or any other provision of law applicable to charitable companies and any such indemnity is limited accordingly;
  - (q) not used;
  - (r) to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Company;
  - (s) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.
- 6.1 The income and property of the Company shall be applied solely towards the promotion of the Object.
- 6.2 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. Nonetheless a member of the Company who is not also a Director may:
- a) benefit as a beneficiary of the Company;
  - b) be paid reasonable and proper remuneration for any goods or services supplied to the Company;

- c) be paid rent for premises let by the member of the Company if the amount of the rent and other terms of the letting are reasonable and proper; and
  - d) be paid interest on money lent to the Company at a reasonable and proper rate, such rate not to exceed 2 per cent per annum below the base lending rate of a UK clearing bank selected by the Directors, or 0.5%, whichever is the higher.
- 6.3 A Director may benefit from any indemnity insurance purchased at the Company's expense to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to: (i) any claim arising from any act or omission which Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard to whether it was a breach of trust or breach of duty or not; and (ii) the costs of any unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as directors of the Company. Further, this Article does not authorise a Director to benefit from any indemnity insurance that would be rendered void by any provision of the Companies Act 2006, the Charities Act 2011 or any other provision of law.
- 6.4 A company, which has shares listed on a recognised stock exchange and of which any one Director holds no more than 1% of the issued capital of that company, may receive fees, remuneration or other benefit in money or money's worth from the Company.
- 6.5 A Director may at the discretion of the Directors be reimbursed from the property of the Company for reasonable expenses properly incurred by him or her when acting on behalf of the Company, but excluding expenses in connection with foreign travel.
- 6.6 No Director may:
- (a) buy any goods or services from the Company;
  - (b) sell goods, services, or any interest in land to the Company;
  - (c) be employed by, or receive any remuneration from the Company (other than the Chief Executive Officer whose employment and/or remuneration is subject to the procedure and conditions in Article 6.8);
  - (d) receive any other financial benefit from the Company;
- unless:
- (i) the payment is permitted by Article 6.7 and the Directors follow the procedure and observe the conditions set out in Article 6.8; or
  - (ii) the Directors obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.
- 6.7 Subject to Article 6.8, a Director may:
- a) receive a benefit from the Company in the capacity of a beneficiary of the Company.
  - b) be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a Director.
  - c) receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors, or 0.5%, whichever is the higher.
  - d) receive rent for premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper.

- 6.8 The Company and its Directors may only rely upon the authority provided by Article 6.7 if each of the following conditions is satisfied:
- (a) the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
  - (b) the Director is absent from the part of any meeting at which there is discussion of:
    - i) his or her employment, remuneration, or any matter concerning the contract, payment or benefit; or
    - ii) his or her performance in the employment, or his or her performance of the contract; or
    - iii) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 6.7; or
    - (iv) any other matter relating to a payment or the conferring of any benefit permitted by Article 6.7.
  - (c) the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
  - (d) save in relation to employing or contracting with the Chief Executive Officer the other Directors are satisfied that it is in the interests of the Company to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).
  - (e) the reason for their decision is recorded by the Directors in the minute book.
  - (f) a majority of the Directors then in office have received no such payments or benefit.
- 6.8A The provision in Article 6.6 (c) that no Director may be employed by or receive any remuneration from the Company (other than a Staff Director and the Chief Executive Officer) does not apply to an employee of the Company who is subsequently elected or appointed as a Director save that this Article shall only allow such a Director to receive remuneration or benefit from the Company in his capacity as an employee of the Company and provided that the procedure as set out in Articles 6.8(b)(i), (ii) and 6.8 (c) is followed.
- 6.9 In Articles 6.2-6.9:
- (a) "company" shall include any company in which the Company:
    - holds more than 50% of the shares; or
    - controls more than 50% of the voting rights attached to the shares; or
    - has the right to appoint one or more Directors to the Board of the Company.
  - (b) "Director" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.
  - (c) the employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:
    - (i) a partner;
    - (ii) an employee;
    - (iii) a consultant;
    - (iv) a director;
    - (v) a member; or

- (vi) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.
7. The liability of the members of the Company is limited.
  8. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
  9. If the Company is wound up or dissolved and after all its debts and liabilities (including any under section 2 of the Academies Act 2010) have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to the Object which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Article 6 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.
  10. Not used.
  11. No alteration or addition shall be made to or in the provisions of the Articles which would have the effect (a) that the Company would cease to be a company to which section 60 of the Companies Act 2006 applies; or (b) that the Company would cease to be a charity.

## MEMBERS<sup>2</sup>

12. The Members of the Company shall comprise
  - a. the signatories to the Memorandum<sup>3</sup>;
  - b. three Members appointed by the College;
  - c. the College;
  - d. the chairman of the Directors; and
  - e. any person appointed under Article 16.
13. Each of the persons entitled to appoint Members in Article 12 shall have the right from time to time by written notice delivered to the Office to remove any Member appointed by them and to appoint a replacement Member to fill a vacancy whether resulting from such removal or otherwise.
14. If any of the persons entitled to appoint Members in Article 12:
  - a) in the case of an individual, die or become legally incapacitated;
  - b) in the case of a corporate entity, cease to exist and are not replaced by a successor institution; or
  - c) becomes insolvent or makes any arrangement or composition with their creditors generally;their right to appoint Members under these Articles shall vest in the remaining Members.
15. Membership will terminate automatically if:
  - a) a Member (which is a corporate entity) ceases to exist and is not replaced by a

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<sup>2</sup> The Department's preference is for employees of the Company not to be members

<sup>3</sup> There must be no less than 3 signatories to the Memorandum of Association. If members are to be appointed by a body or entity under (b) then that body or entity should be a signatory Member.

successor institution;

- b) a Member (which is an individual) dies or becomes incapable by reason of illness or injury of managing and administering his or her own affairs; or
  - c) a Member becomes insolvent or makes any arrangement or composition with that Member's creditors generally.
- 15A. The Members may agree unanimously in writing to remove any Member(s) who is a signatory to the Memorandum (save that the agreement of a signatory to the Memorandum who is to be removed shall not be required), provided that it is in the interests of the Company to remove such a Member(s).
16. The Members may agree by passing a special resolution in writing to appoint such additional Members as they think fit and may agree by passing a special resolution in writing to remove any such additional Members provided that such appointment or removal is in the interests of the Company.
17. Every person nominated to be a Member of the Company shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.
18. Any Member may resign provided that after such resignation the number of Members is not less than three. A Member shall cease to be one immediately on the receipt by the Company of a notice in writing signed by the person or persons entitled to remove him under Articles 13 or 16 provided that no such notice shall take effect when the number of Members is less than three unless it contains or is accompanied by the appointment of a replacement Member.

#### GENERAL MEETINGS

19. Not used.
20. The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with that Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member of the Company may call a general meeting.

#### NOTICE OF GENERAL MEETINGS

21. General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote and together representing not less than 90% of the total voting rights at that meeting.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall also state that the Member is entitled to appoint a proxy.

The notice shall be given to all the Members, to the Directors and auditors.

22. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

23. No business shall be transacted at any meeting unless a quorum is present. A Member

counts towards the quorum by being present either in person or by proxy. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy of a Member or a duly authorised representative of a Member organisation shall constitute a quorum.

24. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.
25. The chairman, if any, of the Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be the chairman.
26. If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
27. A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.
28. The chairman may, with the consent of a majority of the Members at a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
29. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act 2006, a poll may be demanded:-
  - (a) by the chairman; or
  - (b) by at least two Members having the right to vote at the meeting; or,
  - (c) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
30. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
31. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
32. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. A poll demanded on the election of the chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
34. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
35. A resolution in writing agreed by such number of members as required if it had been proposed at a general meeting shall be as effectual as if it had been passed at a general meeting duly convened and held provided that a copy of the proposed resolution has been sent to every Member. The resolution may consist of several instruments in the like form each agreed by one or more Members.

#### VOTES OF MEMBERS

36. On the show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.
37. Not used.
38. No Member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Company have been paid.
39. No objections shall be raised to the qualification of any person to vote at any general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
40. An instrument appointing a proxy shall be in writing, signed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) -

“I/We, ....., of ....., being a Member/Members of the above named Company, hereby appoint ..... of ....., or in his absence, ..... of ..... as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Company to be held on .....20[ ], and at any adjournment thereof.

Signed on ..... 20[ ]”

41. Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) -

“I/We, ....., of ....., being a Member/Members of the above named Company, hereby appoint .... of ....., or in his absence, ..... of ....., as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Company, to be held on .... 20[ ], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 \*for \* against

Resolution No. 2 \*for \* against.

- Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on .... 20[ ]”

42. The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the Directors may -
- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
  - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;
  - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Clerk or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

43. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
44. Any organisation which is a Member of the Company may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual Member of the Company.

## DIRECTORS

45. The number of Directors shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
46. Subject to Articles 48-49, the Company shall have the following Directors:
- a. at least 7 Directors appointed by the College under Article 50;
  - b. Up to two Local Governing Body Directors appointed in accordance with Article 52A;
- and

- c. the Chief Executive Officer;
  - d. a minimum of 2 Parent Directors appointed under Articles 53-56D.
47. The Company may also have any Co-opted Director appointed under Article 58.
48. The first Directors shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006.
49. Future Directors shall be appointed or elected, as the case may be, under these Articles. Where it is not possible for such a Director to be appointed or elected due to the fact that an Academy has not yet been established, then the relevant Article or part thereof shall not apply.

#### APPOINTMENT OF DIRECTORS

50. The College will appoint at least 7 Directors.
- 50A. The College may appoint Directors through such process as they may determine.
- 50B. The total number of Directors including the Chief Executive Officer who are employees of the Company shall not exceed one third of the total number of Directors.
51. Not used.
52. Not used.

#### LOCAL GOVERNING BODY DIRECTORS

- 52A. There shall be no more than two Local Governing Body Directors who shall be appointed through such process as the Directors may determine.

#### PARENT DIRECTORS

53. There shall be a minimum of two Parent Directors unless there are Local Governing Bodies which include at least two Parent members.
54. Except for 16–19 Academies, Parent Directors and Parent members of the Local Governing Bodies or Advisory Bodies shall be elected or appointed (in accordance with the terms of reference determined by the Directors from time to time). The elected or appointed Parent Directors or Parent members of the Local Governing Bodies or Advisory Bodies must be a parent of a registered pupil at one or more of the Academies (but not one of the 16 – 19 Academies) at the time when he is elected or appointed.
- 54A. The number of Parent Directors and Parent members of the Local Governing Bodies or Advisory Bodies required shall be made up by Parent Directors and Parent members appointed by the Directors if the number of parents standing for election is less than the number of vacancies.
55. The Directors shall make all necessary arrangements for, and determine all other matters relating to, an election of the Parent Directors or Parent members of Local Governing Bodies or Advisory Bodies, including any question of whether a person is a parent of a registered pupil at one of the Academies (but not one of the 16 – 19 Academies). Any election of the Parent Directors or Parent members of Local Governing Bodies or Advisory Bodies which is contested shall be held by secret ballot.
56. In appointing a Parent Director or Parent member of a Local Governing Body or Advisory Body the Directors shall appoint a person who is the parent of a registered pupil at an Academy (but not one of the 16-19 Academies); or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

- 56A. In the case of 16-19 Academies, Parent Directors and Parent members of the Local Governing Bodies or Advisory Bodies shall either be elected by parents of registered students at the 16 to 19 Academies, pursuant to Articles 56B to 56C, or be appointed by the Directors/Advisory Bodies/Local Governing Bodies, pursuant to Article 56D. The elected or appointed Parent Directors or Parent members of the Local Governing Bodies or Advisory Bodies must be a parent of a student at one of the 16 to 19 Academies at the time when he is either elected or appointed.
- 56B. The number of Parent Directors and Parent members of the Local Governing Bodies or Advisory Bodies required shall be made up by Parent Directors and Parent members appointed by the Directors/Advisory Bodies/Local Governing Bodies if the number of parents standing for election is less than the number of vacancies.
- 56C. The Directors shall make all necessary arrangements for, and determine all other matters relating to, an election of the Parent Directors or Parent members of Local Governing Bodies or Advisory Bodies, including any question of whether a person is a parent of a registered student at one of the 16-19 Academies. Any election of the Parent Directors or Parent members of Local Governing Bodies or Advisory Bodies which is contested shall be held by secret ballot.
- 56D. In appointing a Parent Director or Parent member of a Local Governing Body or Advisory Body, the Directors/Advisory Bodies/Local Governing Bodies shall appoint a person who is the parent of a registered student at one of the 16 to 19 Academies; or where it is not reasonably practical to do so, a person who is the parent of a child above compulsory school age but not above the age of 19.

#### CHIEF EXECUTIVE OFFICER

57. The Chief Executive Officer shall be a Director for as long as he remains in office as such.

#### CO-OPTED DIRECTORS

58. The Directors may appoint Co-opted Directors. A 'Co-opted Director' means a person who is appointed to be a Director by being Co-opted by Directors who have not themselves been so appointed. The Directors may not co-opt an employee of the Company as a Co-opted Director if thereby the number of Directors who are employees of the Company would exceed one third of the total number of Directors including the Chief Executive Officer.

59–63. Not used.

#### TERM OF OFFICE

64. The term of office for any Director shall be four years save that this time limit shall not apply to the Chief Executive Officer. Subject to remaining eligible to be a particular type of Director, any Director may be re-appointed or re-elected.

#### RESIGNATION AND REMOVAL

65. A Director shall cease to hold office if he resigns his office by notice to the Company (but only if at least three Directors will remain in office when the notice of resignation is to take effect).
66. A Director shall cease to hold office if he is removed by the person or persons who appointed him. This Article does not apply in respect of a Parent Director.
67. Where a Director resigns his office or is removed from office, the Director or, where he is

removed from office, those removing him, shall give written notice thereof to the Clerk.

## DISQUALIFICATION OF DIRECTORS

68. No person shall be qualified to be a Director unless he is aged 18 or over at the date of his election or appointment. No current pupil or current student of any of the Academies shall be a Director.
69. A Director shall cease to hold office if he becomes incapable by reason of illness or injury of managing or administering his own affairs.
70. A Director shall cease to hold office if he is absent without the permission of the Directors from all their meetings held within a period of six months and the Directors resolve that his office be vacated.
71. A person shall be disqualified from holding or continuing to hold office as a Director if -
  - (a) his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
  - (b) he is the subject of a bankruptcy restrictions order or an interim order.
72. A person shall be disqualified from holding or continuing to hold office as a Director at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
73. A Director shall cease to hold office if he ceases 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).
74. A person shall be disqualified from holding or continuing to hold office as a Director 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.
75. Not used.
76. Not used.
77. A person shall be disqualified from holding or continuing to hold office as a Director 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 of the Charities Act 2011.
78. After the first Academy has opened, a person shall be disqualified from holding or continuing to hold office as a Director if he has not provided to the chairman of the Directors a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the chairman or the Chief Executive Officer confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

79. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Director; and he is, or is proposed, to become such a Director, he shall upon becoming so disqualified give written notice of that fact to the Clerk.

80. Articles 68 to 74, Articles 77 to 79 and Articles 97 to 98 also apply to any member of any committee of the Directors, including a Local Governing Body, who is not a Director.

#### CLERK TO THE DIRECTORS

81. The Clerk shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Clerk so appointed may be removed by them. The Clerk shall not be a Director, or a Principal. Notwithstanding this Article, the Directors may, where the Clerk fails to attend a meeting of theirs, appoint any one of their number or any other person to act as Clerk for the purposes of that meeting.

#### CHAIRMAN AND VICE-CHAIRMAN OF THE DIRECTORS

82. The Directors shall each school year elect a chairman and a vice-chairman from among their number. A Director who is employed by the Company shall not be eligible for election as chairman or vice-chairman.

83. Subject to Article 84, the chairman or vice-chairman shall hold office as such until his successor has been elected in accordance with Article 85.

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

- (a) he ceases to be a Director;
- (b) he is employed by the Company;
- (c) he is removed from office in accordance with these Articles; or
- (d) in the case of the vice-chairman, he is elected in accordance with these Articles to fill a vacancy in the office of chairman.

85. Where by reason of any of the matters referred to in Article 84, a vacancy arises in the office of chairman or vice-chairman, the Directors shall at their next meeting elect one of their number to fill that vacancy.

86. 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.

87-89. Not used.

90. The Directors may remove the chairman or vice-chairman from office in accordance with these Articles.

91. A resolution to remove the chairman or vice-chairman from office which is passed at a meeting of the Directors shall not have effect unless -

- i) it is confirmed by a resolution passed at a second meeting of the Directors held not less than fourteen days after the first meeting; and
- ii) the matter of the chairman's or vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.

92. Before the Directors resolve at the relevant meeting on whether to confirm the resolution to remove the chairman or vice-chairman from office, the Director or Directors proposing his removal shall at that meeting state their reasons for doing so and the chairman or vice-chairman shall be given an opportunity to make a statement in response.

#### POWERS OF DIRECTORS

93. Subject to provisions of the Companies Act 2006, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all the powers exercisable by the Directors.
94. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Directors shall have the following powers, namely:
- (a) to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the Object and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Object;
  - (b) to enter into contracts on behalf of the Company.
95. In the exercise of their powers and functions, the Directors may consider any advice given by the Chief Executive Officer and any other executive officer.
96. Any bank account in which any money of the Company is deposited shall be operated by the Directors in the name of the Company. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the Directors.

#### CONFLICTS OF INTEREST

97. Any Director who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a Director shall disclose that fact to the Directors as soon as he becomes aware of it. A Director must absent himself from any discussions of the Directors in which it is possible that a conflict will arise between his duty to act solely in the interests of the Company and any duty or personal interest (including but not limited to any Personal Financial Interest).
98. For the purpose of Article 97, a Director has a Personal Financial Interest in the employment or remuneration of, or the provision of any other benefit to, that Director as permitted by and as defined by Articles 6.5-6.9.

#### THE MINUTES

99. The minutes of the proceedings of a meeting of the Directors shall be drawn up and entered into a book kept for the purpose by the person acting as Clerk for the purposes of the meeting; and shall be signed (subject to the approval of the Directors) at the same or next subsequent meeting by the person acting as chairman thereof.

## COMMITTEES

100. Subject to these Articles, the Directors:
- a) may appoint separate committees to be known as Local Governing Bodies for each Academy; and
  - b) may establish any other committee.
101. Subject to these Articles, the constitution, membership and proceedings of any committee shall be determined by the Directors. The establishment, terms of reference, constitution and membership of any committee of the Directors shall be reviewed at least once in every twelve months. The membership of any committee of the Directors may include persons who are not Directors, provided that (with the exception of the Local Governing Bodies) a majority of members of any such committee shall be Directors. Except in the case of a Local Governing Body, no vote on any matter shall be taken at a meeting of a committee of the Directors unless the majority of members of the committee present are Directors.
102. Not used.
103. Not used.
104. The functions and proceedings of the Local Governing Bodies shall be subject to regulations made by the Directors from time to time.

## DELEGATION

105. The Directors may delegate to any Director, committee (including any Local Governing Body), the Chief Executive Officer 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 shall be made subject to any conditions the Directors may impose, and may be revoked or altered.
106. Where any power or function of the Directors has been exercised by any committee (including any Local Governing Body), any Director, the Chief Executive Officer or any other holder of an executive office, that person or committee shall report to the Directors in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Directors immediately following the taking of the action or the making of the decision.

## CHIEF EXECUTIVE OFFICER AND PRINCIPALS

107. The Directors shall appoint the Chief Executive Officer and the Principals of the Academies. The Directors may delegate such powers and functions as they consider are required by the Chief Executive Officer and the Principals for the internal organisation, management and control of the Academies (including the implementation of all policies approved by the Directors and for the direction of the teaching and curriculum at the Academies).

## MEETINGS OF THE DIRECTORS

108. Subject to these Articles, the Directors may regulate their proceedings as they think fit.
109. The Directors shall hold at least three meetings in every school year. Meetings of the Directors shall be convened by the Clerk. In exercising his functions under this Article the Clerk shall comply with any direction -
- a. given by the Directors; or

- b. given by the chairman of the Directors or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the Directors, so far as such direction is not inconsistent with any direction given as mentioned in (a).
110. Any three Directors may, by notice in writing given to the Clerk, requisition a meeting of the Directors; and it shall be the duty of the Clerk to convene such a meeting as soon as is reasonably practicable.
111. Each Director shall be given at least seven clear days before the date of a meeting –
- i) notice in writing thereof, signed by the Clerk, and sent to each Director at the address provided by each Director from time to time; and
  - ii) 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.
112. 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.
113. A resolution to rescind or vary a resolution carried at a previous meeting of the Directors shall not be proposed at a meeting of the Directors unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.
114. A meeting of the Directors shall be terminated forthwith if -
- (a) the Directors so resolve; or
  - (b) the number of Directors present ceases to constitute a quorum for a meeting of the Directors in accordance with Article 117, subject to Article 119.
115. Where in accordance with Article 114 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.
116. Where the Directors resolve in accordance with Article 114 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Directors 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.
117. Subject to Article 119 the quorum for a meeting of the Directors, and any vote on any matter thereat, shall be any three Directors, or, where greater, any one third (rounded up to a whole number) of the total number of Directors holding office at the date of the meeting.
118. The Directors may act notwithstanding any vacancies in their number, but, if the numbers of Directors is less than the number fixed as the quorum, the continuing Directors may act only for the purpose of filling vacancies or of calling a general meeting.
119. The quorum for the purposes of -
- (a) appointing a parent Director under Articles 56;

- (b) any vote on the removal of a Director in accordance with Article 66;
- (c) any vote on the removal of the chairman of the Directors in accordance with Article 90;

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

- 120. Subject to these Articles, every question to be decided at a meeting of the Directors shall be determined by a majority of the votes of the Directors present and voting on the question. Every Director shall have one vote.
- 121. Subject to Articles 117-119, 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.
- 122. The proceedings of the Directors shall not be invalidated by
  - a. any vacancy among their number; or
  - b. any defect in the election, appointment or nomination of any Director.
- 123. A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors, shall be valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors.
- 124. Subject to Article 125, the Directors shall ensure that a copy of
  - a. the agenda for every meeting of the Directors;
  - b. the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
  - c. the signed minutes of every such meeting; and
  - d. any report, document or other paper considered at any such meeting,are, as soon as is reasonably practicable, made available at every Academy to persons wishing to inspect them.
- 125. There may be excluded from any item required to be made available in pursuance of Article 124, any material relating to -
  - a. a named teacher or other person employed, or proposed to be employed, at any Academy;
  - b. a named pupil or named student at, or candidate for admission to, any Academy; and
  - c. any matter which, by reason of its nature, the Directors are satisfied should remain confidential.
- 126. Any Director shall be able to participate in meetings of the Directors by telephone or video conference provided that:
  - a. 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,
  - b. the Directors have access to the appropriate equipment if after all reasonable efforts it does not prove possible for the person to participate by telephone or video conference the meeting may still proceed with its business provided it is otherwise quorate.

## PATRONS AND HONORARY OFFICERS

127. The Directors may from time to time appoint any person whether or not a Member of the Company to be a patron of the Company or to hold any honorary office and may determine for what period he is to hold such office.

## THE SEAL

128. The seal, if any, shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Clerk or by a second Director.

## ACCOUNTS

129. Accounts shall be prepared in accordance with the relevant Statement of Recommended Practice as if the Company was a non-exempt charity and Parts 15 and 16 of the Companies Act 2006 and shall file these with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

## ANNUAL REPORT

130. The Directors shall prepare its Annual Report in accordance with the Statement of Recommended Practice as if the Company was a non-exempt charity and shall file these with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

## ANNUAL RETURN

131. The Directors shall comply with their obligations under Part 24 of the Companies Act 2006 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return to the Registrar of Companies and in accordance with the Statement of Recommended Practice as if the Company was a non-exempt charity and to the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

## NOTICES

132. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the directors) 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 these Articles, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.
133. A notice may be given by the Company to a Member 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 Company by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Company 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 Company.
134. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

135. 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.

## INDEMNITY

136. Subject to the provisions of the Companies Act 2006 and Article 6.3 every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## RULES

137. The Directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:
- a. the admission and classification of Members of the Company (including the admission of organisations to membership) and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
  - b. the conduct of Members of the Company in relation to one another, and to the Company's servants;
  - c. the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
  - d. the procedure at general meetings and meetings of the Directors and committees of the Directors and meetings of the Local Governing Bodies in so far as such procedure is not regulated by the Articles; and,
  - e. generally, all such matters as are commonly the subject matter of Company rules.
138. The Company in general meeting shall have power to alter, add or to repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of Members of the Company all such rules or bye laws, which shall be binding on all Members of the Company. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

## AVOIDING INFLUENCED COMPANY STATUS

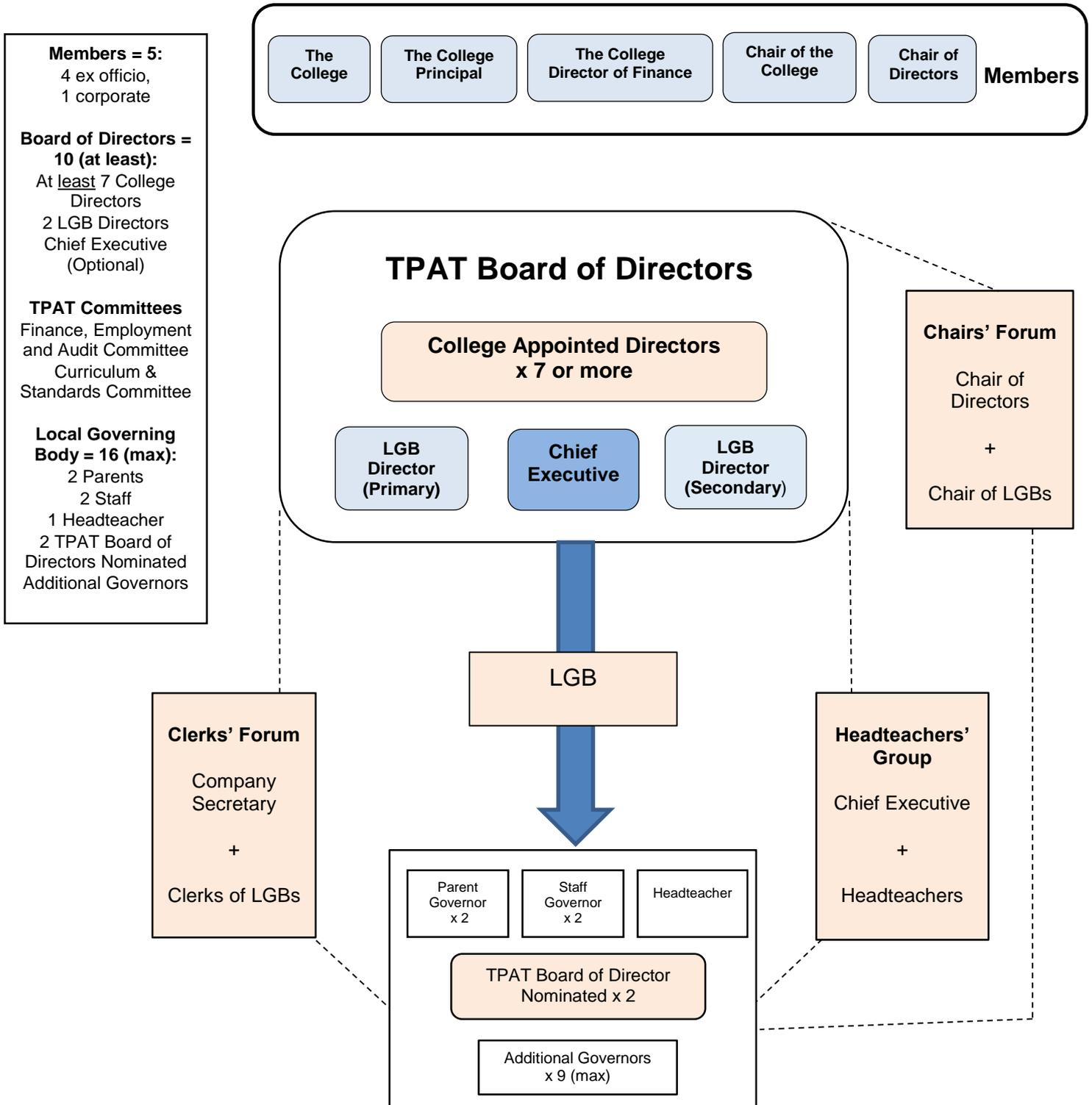
139. Notwithstanding the number of Members from time to time, the maximum aggregate number of votes exercisable by Local Authority Associated Persons shall never exceed 19.9% of the total number of votes exercisable by Members in general meeting and the votes of the other Members having a right to vote at the meeting will be increased on a pro-rata basis.
140. No person who is a Local Authority Associated Person may be appointed as a Director if, once the appointment had taken effect, the number of Directors who are Local Authority

Associated Persons would represent 20% or more of the total number of Directors. Upon any resolution put to the Directors, the maximum aggregate number of votes exercisable by any Directors who are Local Authority Associated Persons shall represent a maximum of 19.9% of the total number of votes cast by the Directors on such a resolution and the votes of the other Directors having a right to vote at the meeting will be increased on a pro-rata basis.

141. No person who is a Local Authority Associated Person is eligible to be appointed to the office of Director unless his appointment to such office is authorised by the local authority to which he is associated.
142. If at the time of either his becoming a Member of the Company or his first appointment to office as a Director any Member or Director was not a Local Authority Associated Person but later becomes so during his membership or tenure as a Director he shall be deemed to have immediately resigned his membership and/or resigned from his office as a Director as the case may be.
143. If at any time the number of Directors or Members who are also Local Authority Associated Persons would (but for Articles 139 to 142 inclusive) represent 20% or more of the total number of Directors or Members (as the case may be) then a sufficient number of the Directors or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned as Directors or Members (as the case may be) immediately before the occurrence of such an event to ensure that at all times the number of such Directors or Members (as the case may be) is never equal to or greater than 20% of the total number of Directors or Members (as the case may be). Directors or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned in order of their appointment date the most recently appointed resigning first.
144. The Members will each notify the Company and each other if at any time they believe that the Company or any of its subsidiaries has become subject to the influence of a local authority (as described in section 69 of the Local Government and Housing Act) 1989.

## APPENDIX 2

### Truro & Penwith Academy Trust Governance Structure Chart



## APPENDIX 3

### Academy Levels Criteria and Procedure

#### Assessment

The level of autonomy of the Academy will be assessed on the basis of academic and financial measures.

Academic performance will be assessed at the end of each academic year by the Teaching School on the basis of a Self-Assessment Report and validation meeting chaired by a Director.

Grading system to be aligned with Ofsted grading categories (1 = Outstanding, 2 = Good, 3 = Requires Improvement, 4 = Inadequate).

Financial performance to be assessed on the basis of the end of year financial outturn – two categories: A = surplus achieved, B = breakeven or deficit.

If the Academy achieves a grade 1/2 for academic performance **and** financial performance category A, the Academy will be a Level 1 Academy.

If the Academy does not achieve the criteria for a Level 1 Academy above it will be deemed to be a Level 2 Academy.

Baseline, starting level to be determined in first year based on grading by Teaching School and College Head of Finance.

#### Movement Between Levels

Movement between levels will be determined by annual end of year review of academic and financial performance.

The emphasis of the process will always be on supporting academies to gain higher level of autonomy. The Company will ensure that the Academy receives the relevant support in relation to school improvement work including all aspects of training and support (e.g. financial management training) to improve academic and financial performance and achieve higher level of independence.

## APPENDIX 4

### General Powers Delegated to the LGB

#### 1 CONTRACTS

- 1.1 The LGB shall have the power (subject to the other provisions of this SoDA) to enter into contracts on behalf of the Company in so far as they relate to the Academy provided that the LGB shall first obtain the written consent of the Directors to any contracts or expenditure which would commit the Academy and/or the Company to expenditure (in aggregate) in excess of the financial limits referred to in Appendix 5.
- 1.2 The LGB should inform all contract providers with information about its structure, the role of the Company and details of who is permitted to enter into contracts.
- 1.3 All contracts should be signed by the Headteacher and the Company's Business Manager or a Director of the Company.
- 1.4 School improvement services will be contracted through and will normally be provided by the Cornwall Teaching School and, notwithstanding any other provision or statement in this SoDA, the LGB shall not enter into any contract relating to the provision of school improvement services or services akin to school improvement with any other provider without first obtaining the written consent of the Directors.

#### 2 FINANCE

- 2.1 The Directors delegate to the LGB the responsibility to plan, manage and expend such of the monies received under the Academy Funding Agreement or otherwise for the purposes of the Academy as may be determined each year by the Directors in accordance with the annual budget set by the Directors ("Budget").
- 2.2 The LGB acknowledges the support provided by the Company and that certain costs will be incurred by it in undertaking its functions and meeting its responsibilities.
- 2.3 The services which will be provided by the Company are set out in Appendix 6. The Academy acknowledges the following:
  - 2.3.1 the Company will normally expect a percentage of the Academy's budget GAG funding to be paid to the Company each financial year to pay for or contribute to the payment for the services provided by the Company as set out in Appendix 6;
  - 2.3.2 details of how and what the budget deduction will cover are set out in Appendix 6;
  - 2.3.3 the Company may on such notice as is reasonable add or remove services to be provided and vary the amount which the Academy will contribute to the funding of these services.
- 2.4 There may be other services provided by the Directors on either an optional or a non-discretionary basis. The Academy will meet such proportion of the costs incurred by the Company in relation to such additional services as shall be determined by the Directors on an annual basis. The Directors will on request make available to the LGBs full details of the expenditure incurred by the Company and will at the start of each academic year circulate a draft budget for the Company for discussion with the LGBs.
- 2.5 The LGB shall ensure that all funds received by the Academy are spent in a manner as the LGB shall consider most beneficial for the achievement of the object of the Company in so far as it relates to the Academy and in accordance with the financial limits set out in Appendix 5.
- 2.6 The LGB shall ensure that proper procedures are put in place for the safeguarding of funds and that the requirements of the Academies Financial Handbook are observed at all times as

well as any requirements and recommendations of the Directors and the Secretary of State. The LGB shall develop appropriate risk management strategies and shall at all times adopt financial prudence in managing the financial affairs of the Company in so far as these relate to the Academy and are delegated to them.

- 2.7 Any bank account in which any money of the Company in so far as it relates to the Academy is deposited shall be operated by the LGB in the name of the Company. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the Directors.
- 2.8 The accounts of the Company shall be the responsibility of the Directors but the LGB shall provide such information about the finances of the Academy as often and in such format as the Directors shall request.
- 2.9 The LGB shall inform the Directors of any need for significant unplanned expenditure and will discuss with the Directors (and others as the Directors shall require) options for identifying available funding.
- 2.10 In acknowledgement of the receipt by the Directors of funds in relation to the Academy; provided by the Secretary of State, donated to the Company and generated from the activities of the Company, the Directors, subject to Appendix 3 and Appendix 4, delegate to the LGB the responsibility to manage and expend allocated monies received on account of the Academy for the purposes of the Academy.
- 2.11 The Directors acknowledge the LGB's right and intention to use any voluntary (i.e. non grant) funds (including any restricted funds) raised by the LGB for the purposes for which they have been raised and otherwise solely at the discretion of the LGB provided this is within the Object. Proper accounts will be kept by the LGB showing the receipt and use of such funds and the extent to which such funds are restricted, in the light of the obligation on the Company to note these funds separately in the accounts of the Company.

### **3 PREMISES**

- 3.1 The use of monies apportioned in the Budget for the routine maintenance of the buildings and facilities used by Academy will be the responsibility of the LGB.
- 3.2 The LGB shall have regard at all times to the safety of the users of the buildings and the facilities and the legal responsibilities of the Directors (and/or any others) as owners of such buildings and facilities.
- 3.3 The Directors shall have regard to, but not be bound by, the views of the LGB in developing any mid to long term estate management strategy.
- 3.4 Insuring the land and buildings used by the Academy will be the responsibility of the Directors who will recover the cost from the budget delegated to the LGB.
- 3.5 The LGB will notify the Directors as soon as reasonably practicable following the occurrence of an event in respect of which insurance has been obtained. The responsibility for notifying the insurers is the LGB's. The Directors and the LGB will provide each other with all necessary information and assistance as may be helpful in the management of any insurance claims.

## 4 HUMAN RESOURCES

### *Headteacher*

- 4.1 The Directors shall be responsible for the appointment of the Headteacher but shall include the LGB in the decision making process and take due account of the views of the LGB prior to making an appointment.
- 4.2 The Directors shall decide the pay and pay progression of the Headteacher and shall work with the LGB to undertake the annual performance review of the Headteacher.

### *Other staff*

- 4.3 The Directors shall be responsible for the appointment, dismissal and contractual management and compliance of all other staff (to include teaching and non-teaching staff) to be employed by the Academy, but may delegate all or any of these powers to the LGB as they may see fit.
- 4.4 Where appointment of staff is delegated to the LGB, the LGB shall:
  - comply with all policies dealing with staff issued by the Directors from time to time;
  - take account of any pay terms set by the Directors;
  - adopt any standard contracts or terms and conditions for the employment of staff issued by the Directors; and
  - manage any claims and disputes with staff members having regard to any advice and recommendations given by the Directors.
- 4.5 The Directors together with the LGB shall carry out the performance management of all staff (including the Headteacher) and shall put in place procedures for the proper professional and personal development of staff.

## 5 CURRICULUM AND STANDARDS

- 5.1 The LGB shall be responsible for the setting and review of the curriculum but shall have regard to any views of the Directors in recognition of the Directors' obligation to the Secretary of State to provide a broad and balanced curriculum. The LGB shall be responsible for the standards achieved by the Academy and the pupils attending the Academy but shall follow such advice and recommendations of the Directors as they might issue from time to time. The Headteacher will make regular written reports to the LGB which will be forwarded to the Directors. At the beginning of each academic year the LGB shall submit to the Directors a curriculum plan for approval.
- 5.2 Subject to the provisions of any statutory admissions code, the LGB shall be responsible for the review from time to time of the Academy's admissions policy. The Directors shall be ultimately responsible for the setting and approval of the admissions policy and no change will be made to the admissions criteria without the written consent of the Directors.
- 5.3 If a serious safeguarding issue arises the Chair of the LGB shall inform the Directors as soon as practicable.

## 6 EXTENDED SCHOOL AND BUSINESS ACTIVITIES

- 6.1 Whilst the undertaking of any activities which would be described as part of the Academy's "extended schools agenda" or any activities designed to generate business income, shall be the responsibility of the LGB, such activities shall only be undertaken in a manner consistent with any policy set by the Directors and provided that the LGB shall have regard to the viability of such activities and possible implications including taxation.

## APPENDIX 5

### Financial limits for LGBs

**All Company Academies must follow the financial procedures issued by the Academy Trust Finance Director. Any changes to the standard financial procedures require the approval of the Directors.**

**In addition, all Company Academies are required to comply with the Academies Financial Handbook.**

#### **Level 1 autonomy**

Orders/contracts with a total value in excess of 3% of the GAG funding require the approval of the Academy Trust Finance Director.

Contracts with a value in excess of 5% of the GAG funding or £100,000 (the lower of) will require the approval of the Directors.

#### **Level 2 autonomy**

Orders/contracts with a total value in excess of 1.5% of the GAG funding require the approval of the Academy Trust Finance Director.

Contracts with a value in excess of 5% of the GAG funding or £100,000 (the lower of) will require the approval of the Directors.

## APPENDIX 6

### Academy Budget Contribution to Centrally Provided Services

#### Schedule of services and support provided by the Company

- Annual accounts preparation and Audit for the Company
- Management accounts review including attendance at key LGB meetings if required
- Finance system and relevant training for users
- Central payment function including general procurement advice
- Bank charges
- Payroll processing charges
- General payroll support
- HR support including recruitment of key staff
- Estate advice on compliance and estate performance
- Legal support (post conversion)
- Insurance (excluding motor and travel)
- School Improvement: Annual assessment
- Support and assistance with the academisation and transition process.

Greater levels of support (eg Finance) may increase the topslice **but at least 3 months' notice of any change will be given**

## APPENDIX 7

### Reporting Formats and Frequencies

The LGB shall provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Directors may require from time to time, including:

- a. attendance data – termly;
- b. pupil attainment data – termly;
- c. LGB agendas – at least a week before meeting held;
- d. minutes of LGB meetings – no later than two weeks after the meeting;
- e. staff sickness data – termly;
- f. safeguarding reports – termly except in case of serious issue when report to be made within 24 hours;
- g. any correspondence from or to or contact with the DfE, EFA, Ofsted, Companies House or the Charity Commission – within 48 hours of contact or correspondence;
- h. headteacher reports – termly;
- i. financial data i.e. income v spending - monthly;
- j. curriculum plan – annually;
- k. performance data (e.g. data from RAISEonline, school data dashboard, end of key stage assessments, GCSEs) – annually;
- l. behaviour/exclusions report – annually;
- m. staff performance and capability – annually;
- n. staff discipline, conduct and grievances – annually;
- o. health and safety – annually;
- p. complaints – annually;
- q. risk management plan and risk registers – annually;
- r. Equality Duty Statement – every four years;
- s. Business Continuity Plan.

## APPENDIX 8

### Vision Statement

#### **Truro and Penwith Academy Trust will:**

- recognise and encourage local distinctiveness and individuality
- inspire its schools to become beacons of hope and aspiration in the communities they serve
- focus on improving learning and teaching for all – to enable all children and young people to have the best possible learning experience, leading to the highest levels of achievement
- work with Academy Schools to sustain partnerships for excellence in teaching, learning and leadership in Cornwall
- work in partnership with the Cornwall Teaching School and its associates to provide bespoke school support and improvement activities of the highest quality in its schools
- facilitate partnership working between its schools and enable all staff to receive high quality development opportunities
- benefit from the considerable expertise of Truro and Penwith College to identify cost effective and predominantly local solutions for service delivery and quality assurance
- build on Truro and Penwith College's example in high quality leadership and governance, with devolved and earned local accountability for its schools
- enable schools to retain any surpluses they create
- acknowledge the diverse nature of the Communities its schools serve and encourage their full engagement in helping local schools achieve outstanding outcomes for their students

## APPENDIX 9

### Levels of Delegation

*LGB's should bear in mind that even where decisions are delegated, the LGB together with the Company as a whole remains responsible for decisions made pursuant to such delegated authority.*

Function	No.	Tasks	TPAT Board of Directors	TPAT Committees	LGB
Central Services	1.	To determine the scope of mandatory core services to be delivered by the Company on behalf of its Academies	<b>X</b>		
	2.	To identify those additional services to be procured on behalf of individual academies			<b>X</b>
	3.	To ensure centrally procured services provide value for money		<b>X</b>	
Budgets	4.	To determine the proportion of the overall Academy budget to be delegated to individual Academies	<b>X</b>		
	5.	To develop and propose the individual Academy budget			<b>X</b>
	6.	To approve the first formal budget plan each financial year			<b>X</b>
	7.	To monitor monthly Academy expenditure			<b>X</b>
	8.	Approving transfers between budget headings			<b>X</b>
	9.	Ensuring the arrangements for collection of income, ordering of goods and services and payments			<b>X</b>
	10.	To approve any change between budget headings and/or likely budget overspends			<b>X</b>
	11.	To establish financial decision levels and limits	<b>X</b>		
	12.	To establish a charging and remissions policy			<b>X</b>
	13.	To appoint the Accounting Officer	<b>X</b>		
	14.	Miscellaneous financial expenditure outside of the agreed budget		<b>X</b>	
	15.	To enter into contracts which relate to the Academy in accordance with the financial limits set out in Appendix 5			<b>X</b>

	16.	To enter into contracts which effect more than one Company Academy	X		
	17.	To make payments within agreed financial limits			X
	18.	To approve capital spend within the agreed annual budget			X
	19.	Maintaining a register of formal contracts entered into, amounts paid and certificates of completion			X
	20.	Retention of quotes obtained for goods, works and services.			X
	21.	Ensuring that all correct invoices are certified by authorised people before payments are made and that the invoices and accompanying documentation is stored in a secure way and available for inspection			X
	22.	Authorisation of a tender document before it is published			X
Audit	23.	Appointment of Auditors	X		
	24.	Compiling records to ensure an audit trail			X
	25.	Implementing recommendations arising from an audit inspection			X
Staffing	26.	Headteacher appointments (selection panel)	X		
	27.	Deputy appointments (selection panel)			X
	28.	Appoint other Academy teachers			X
	29.	Appoint Academy non-teaching staff			X
	30.	Agree a pay policy	X		
	31.	Pay discretions for Academy staff (excluding the Headteacher)			X
	32.	Establishing disciplinary/capability procedures		X	
	33.	Dismissal of Headteacher	X		
	34.	Dismissal of other staff			X
	35.	Suspending Headteacher	X		
	36.	Suspending other staff			X

	37.	Ending suspension (Headteacher)	X		
	38.	Ending suspension (other Staff)			X
	39.	Determining staff complement within agreed budget			X
	40.	Determining dismissal payments/early retirement			X
	41.	Reviewing the Academy Headteacher's performance appraisal and salary review		X	
	42.	Teaching staff appraisals and salary reviews			X
	43.	Support staff appraisals and salary reviews			X
Curriculum	44.	To develop a curriculum policy			X
	45.	Approval of the curriculum policy		X	
	46.	To implement curriculum policy			X
	47.	Responsible for standards of teaching			X
	48.	Accountability for standards of teaching			X
	49.	Responsibility for individual child's education			X
	50.	Accountability for individual child's education.			X
	51.	Provision of sex education - to establish and keep up to date a written policy			X
	52.	To prohibit political indoctrination and ensuring the balanced treatment of political issues			X
	53.	To establish a charging and remissions policy for activities			X
Performance Management	54.	To develop an academy development plan			X
	55.	To implement the academy development plan			X
	56.	To review annually the performance management policy		X	
Target Setting	57.	To propose targets for pupil achievement			X
	58.	To agree targets for pupil achievement		X	

	59.	Responsibility for pupil outcomes			X
	60.	To establish a discipline policy		X	
	61.	To review the use of exclusion and to decide whether or not to confirm all permanent exclusions and fixed term exclusions where the pupil is either excluded for more than 15 days in total in a term or would lose the opportunity to sit a public examination. (Can be delegated to chair/vice-chair in cases of urgency)			X
	62.	To direct reinstatement of excluded pupils (Can be delegated to chair/vice- chair in cases of urgency)			X
Admissions	63.	To propose an admissions policy			X
	64.	To approve the admissions policy		X	
	65.	Admissions: application decisions			X
	66.	To appeal against LA directions to admit pupil(s)			X
Religious Education	67.	Responsibility for ensuring provision of RE in line with school's basic curriculum			X
Premises & Insurance	68.	Buildings insurance and personal liability	X		
	69.	Developing school buildings strategy or master plan			X
	70.	Procuring and maintaining buildings, including developing properly funded maintenance plan			X
	71.	Arranging the security and maintenance of buildings and furniture on a day-to-day basis			X
	72.	Maintaining an inventory of moveable items of equipment and checking the inventory annually			X
	73.	Maintaining a record of all property borrowed by staff			X
	74.	Authorising the disposal of all unusable and obsolete equipment in excess of £10,000		X	
	75.	Reviewing insurance cover	X		
Health & Safety	76.	To propose a health and safety policy			X

	77.	To approve a health and safety policy		X	
	78.	To ensure that health and safety regulations are followed			X
School Organisation	79.	To publish proposals to change category of school	X		
	80.	To set the times of school sessions and the dates of school terms and holidays			X
	81.	To ensure that the school meets for 380 sessions in a school year			X
Information for Parents	82.	To prepare and publish the school prospectus			X
	83.	To ensure provision of free school meals to those pupils meeting the criteria			X
	84.	Adoption and review of home-school agreements			X
LGB Procedures	85.	To draw up governing documents and any amendments thereafter	X		
	86.	To appoint the chair of the LGB in consultation with the LGB	X		
	87.	To hold a full LGB meeting at least three times in a school year or a meeting of the temporary governing body as often as may require			X
	88.	To appoint and remove members of the LGB			X
	89.	To set up a Register of governors' business interests			X
	90.	To approve a Directors/Governors' Expenses Policy		X	
	91.	To discharge duties in respect of pupils with special needs by appointing a "responsible person"			X
	92.	To consider whether or not to exercise delegation of functions to individuals			X
	93.	To regulate the LGB procedures (where not set out in law)			X
Extended Schools	94.	To decide to offer additional activities and to what form these should take			X
	95.	To put into place the additional services provided (where necessary)			X
	96.	To ensure delivery of services provided			X
	97.	To cease providing extended school provision			X
Safeguarding	98.	To propose a safeguarding policy			X

	99.	To approve a safeguarding policy		<b>X</b>	
	100.	To be informed about serious safeguarding issues	<b>X</b>		
	101.	To make decisions about serious safeguarding issues			<b>X</b>
	102.	To ensure that the safeguarding policy is implemented			<b>X</b>
	103.	Controlling IT systems, security and privacy of data			<b>X</b>
Policies	104.	To determine, on an annual basis, those policies which will be developed by the Company and mandatory for all Academies	<b>X</b>		
	105.	To provide, on an annual basis, copies of all policies and procedures and a schedule for their review			<b>X</b>