

Appendices

Appendix 1: ACADEMY¹ CODE OF CONDUCT

FOR TRUSTEES²

FIRST EDITION

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¹ This Code is suitable for all types of institution legally established as an academy including UTCs, studio schools and free schools. Users may amend the description of the institution accordingly.

² Throughout this code "Trustee" or "Trustees" may be substituted by "Board Member" or "Board Members" or "Governor" or "Governors" and "Board" by "Governing Body" as appropriate. However, note that the Code is not suitable without amendment for use by members of local governing bodies in Multi Academy Trusts. MATs wishing to use the Code for local governing bodies should consult Eversheds.

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ACADEMY CODE OF CONDUCT FOR TRUSTEES

(Made by the Academy on [] and reviewed/revised on [] and [2015])

INTRODUCTION

This Code is intended as a guide, to indicate the standards of conduct and accountability which are expected of Trustees, to enable them to understand their legal and ethical duties and to assist them both in carrying out those duties and in their relationship with the *Board* and [Principal] [Chief Executive Officer (CEO)] as the Chief Executive. This Code therefore is aimed at promoting effective, well informed and accountable academy governance, and is not intended to be a definitive or authoritative statement of the law or good practice.

In addition to this Code, Trustees are recommended to familiarise themselves with the source documents listed in **the Schedule**.

If a Trustee is in doubt about the provisions of this Code or any of the source documents, the Clerk should be consulted and, if necessary, professional advice should be obtained. However, ultimate responsibility for the appropriateness of conduct as a Trustee of the Academy and for any act or omission in that capacity rests with the individual Trustee.

This Code applies to every committee or working party of the Board and to every subsidiary company or joint venture of the Academy to which Trustees may be appointed.

By accepting appointment to the Board, each Trustee agrees to accept the provisions of this Code.

INTERPRETATION

In this Code:-

'Academy' means [academy name];

'Academy Mission Statement' means the statement [set out/referred to] at paragraph 3.1 of this Code or such other mission statement as may be agreed by the Board from time to time;

['Academy Core Values' means those Core Values set out at paragraph 3.2 of this Code or such other core values as may be agreed by the Board from time to time, for example in a Public Value Statement;] [*Please delete if appropriate.*]

'Board' means the Board of Trustees of the company which was established for the purpose of conducting the Academy;

'DfE' means the Department for Education;

'EFA' means the Education Funding Agency or any successor body;

'Trustee', 'Chair', 'Principal'/'CEO' and 'Clerk' mean respectively a Member of the Board of Trustees of the Academy, the Chair of the *Board*, the Principal/Chief Executive Officer of the Academy and the Clerk of the Board;

2.8 all other definitions have the same meanings as given in the Academy's Memorandum and Articles of Association; and

2.9 words importing one gender import any gender.

AIMS AND VALUES

[Insert or refer to the Academy's Mission Statement and corporate objectives].

[Insert Core Values if relevant or delete this paragraph and paragraph 2.3]

The Academy's Mission Statement together with the corporate objectives of the Academy agreed by the Board from time to time seek to encapsulate the core purposes and aims of the Academy. Trustees should have due regard to these purposes and aims [and to the Core Values] when conducting the business of the Board and considering the activities and proposed activities of the Academy.

The Board recognises its obligations to all those with whom it and/or the Academy have dealings, including students, employees, suppliers, other educational institutions and the wider community. In particular, the Board is committed to:

having close regard to the voice of the learner;

combating any discrimination within the Academy on the grounds of the characteristics protected by the Equality Act 2010; and

engaging with the community which the Academy serves in order to understand and meet its needs [in accordance with the Academy's community/local engagement policy].

The Board is also committed to ensuring that it conducts its business in accordance with the highest ethical standards as set out in more detail in this Code.

DUTIES

Trustees owe a fiduciary duty to the Academy. This means that they should show it the highest loyalty and act in good faith in its best interests. Each Trustee should act honestly, diligently and (subject to the provisions appearing in paragraph 10 of this Code relating to collective responsibility) independently. The actions of Trustees should promote and protect the good reputation of the Academy and the trust and confidence of those with whom it deals.

Decisions taken by Trustees at meetings of the Board and its committees must not be for any improper purpose or personal motive. Decisions taken must always be for the benefit of the Academy, its students other beneficiaries of the Academy and must be taken with a view to safeguarding public funds. Accordingly, Trustees must not be bound in their speaking and voting by mandates given to them by other bodies or persons (including but not limited to the bodies that elected them).

Trustees must observe the provisions of the Academy's Memorandum and Articles of Association and in particular the duty to give immediate notice to the Clerk should they become disqualified from continuing to hold office. The responsibilities of Trustees are summarised in **Appendix 3**.

Trustees should comply with the Standing Orders and terms of reference of the Board and its committees to ensure that the Board and any such committee conducts itself in an orderly, fair, open and transparent manner. Trustees must keep those Standing Orders and terms of reference under periodic review.

Trustees should also have regard to the different, but complementary, responsibilities given to the Principal/CEO as the Academy's Chief Executive. The responsibilities given to the Principal/CEO as Chief Executive will depend on the scheme of delegation approved by the Board. In broad terms, whereas it is the Board's function to decide strategic policy and overall direction and to monitor the performance of the Principal/CEO and any other senior staff, it is the Principal's/CEO'S role to implement the Board's decisions, and to manage the Academy's affairs within the budgets and framework fixed by the Board. Trustees should work together so that the Board and the Principal/CEO as Chief Executive perform their respective roles effectively.

Trustees should refer to the Clerk for advice relating to the governance functions which are set out in **Appendix 4** and have regard to the Clerk's independent advisory role.

STATUTORY ACCOUNTABILITY

Trustees are collectively responsible for observing the obligations and responsibilities set out in the Funding Agreement which the Academy has entered into with the Secretary of State as a condition of receiving public funds. A summary of some of the more important requirements of the Funding Agreement is set out in **Appendix 5**.

Although the EFA is the main provider of funds to the Academy, Trustees should note that they are also responsible for the proper use of income derived from other sources, such as the [Parent Teacher Association] and for the control and monitoring of expenditure of such income, in order to meet the requirements of the EFA and public audit.

As accounting officer for the EFA, its Chief Executive is directly responsible and accountable to Parliament for ensuring that the uses to which the EFA puts its funds are consistent with the purposes for which the funds were given and comply with the conditions attached to them. The [Principal] [CEO], as accounting officer for the Academy, is also directly responsible and accountable to Parliament, through the Committee of Public Accounts, for the effective stewardship by the Academy of public funds. The [Principal] [CEO] may be required to appear before the Committee of Public Accounts, alongside the Chief Executive of the EFA, to give an account of the use made by the Academy of such funds. The Board is accountable to Parliament for ensuring the financial health of the Academy, and to the Courts for ensuring that the Academy is conducted in accordance with the Education Acts and the general law. The responsibilities of the [Principal] [CEO] as Accounting Officer are set out in the Academies Financial Handbook and are summarised in **Appendix 4** to this Code.

PUBLIC SERVICE VALUES

Public service values are at the heart of the education service. High standards of personal and corporate conduct, based on the principles set out in **Appendices 1** and **2** of this Code, and the recognition that students and other users of the Academy's services come first, are a requirement of being a Trustees, and should underpin all decisions taken by the Board.

SKILL, CARE AND DILIGENCE

- A Trustee should in all his or her work for the Academy exercise such skill as he or she possesses and such care and diligence as would be expected from a reasonable person in the circumstances. This will be particularly relevant when Trustees act as agents of the Academy, for example, when functions are delegated to a committee of the Board or to the Chair. Trustees should be careful to act within the terms of reference of any committees on which they serve.

POWERS

- Trustees are responsible for taking decisions which are within the powers given to the Board by the Academy's Articles of Association. A summary of those powers is set out in **Appendix 6**. If a Trustee thinks that the Board is likely to exceed its powers by taking a particular decision, he or she should immediately refer the matter to the Clerk for advice.

CONFLICTS OF INTEREST

Like other persons who owe a fiduciary duty, Trustees should seek to avoid putting themselves in a position where there is a conflict (actual or potential) between their personal interests and their duties to the Academy. They should not allow any conflict of interest to arise which might interfere with the exercise of their independent judgement.

Trustees are reminded that under the Academy's Articles of Association [and its policy on Conflicts of Interest] and the general law they must disclose to the Board any direct or indirect financial interest they have, or may have, in the supply of work to the Academy or the supply of goods for the purposes of the Academy, or in any contract or proposed contract concerning the Academy, or in any other matter relating to the Academy or any other interest of a type specified by the Board in any matter relating to the Academy, or any duty which is material and which conflicts or may conflict with the interests of the Board.

If an interest of any kind (including an interest of a spouse or partner of a Trustee or of a close relative of the Trustee or his or her partner or spouse) is likely or would, if publicly known, be perceived as being likely to interfere with the exercise of a Trustee's independent judgement, then:

the interest, financial or otherwise, should be reported to the Clerk;

the nature and extent of the interest should be fully disclosed to the Board before the matter giving rise to the interest is considered;

if the Trustee concerned is present at a meeting of the Board, or any of its committees, at which such supply, contract or other matter constituting the interest is to be considered, he or she should:

not take part in the consideration or vote on any question with respect to it and shall not be counted in the quorum for that meeting; and

withdraw from that Board or committee meeting where required to do so by a majority of the Trustees or committee present at the meeting.

For the purposes of clause 9.3 "close relative" includes but is not limited to a father, mother, brother, sister, child, grandchild and step-father/mother/brother/sister/child.

Where it is proposed that the Board should grant a Trustee a financial interest (such as a contract for the supply of goods or services) the Board must observe the requirements of the Charities Act 2011 and the provisions of Academy's Articles of Association. The Board may wish to take legal advice before granting such an interest to a member.

Trustees must not receive gifts, hospitality or benefits of any kind from a third party which might be in breach of the Bribery Act 2010 and the Academy's anti-bribery policy [and the Academy's policy on receiving gifts] or be seen to compromise their personal judgement or integrity. Any offer or receipt of such gifts, hospitality or benefits should immediately be reported to the Clerk.

The Clerk will maintain a Register of Trustees' Interests which will be open for public inspection and posted to the Academy's internet site. Trustees must disclose routinely to the Board all business interests, financial or otherwise, which they may have, and the Clerk will enter such interests on the Register. Trustees must give sufficient details to allow the nature of the interests to be understood by enquirers. Trustees must inform the Clerk whenever their circumstances change and interests are acquired or lost. In deciding whether an interest should be disclosed, Trustees should have regard to the meaning given to "interest" in paragraphs 9.3 and 9.5 of this Code.

COLLECTIVE RESPONSIBILITY

The Board operates by Trustees taking majority decisions in a corporate manner at quorate meetings. Therefore, a decision of the Board, even when it is not unanimous, is a decision taken by the

Trustees collectively and each individual Trustee has a duty to stand by it, whether or not he or she was present at the meeting of the Board when the decision was taken.

If a Trustee disagrees with a decision taken by the Board, his or her first duty is to have any disagreement discussed and minuted. If the Trustee strongly disagrees, he or she should consult the Chair and, if necessary, then raise the matter with the Board when it next meets. If no meeting is scheduled, the Trustee should refer to the power of any three Trustees under the Academy's Articles of Association to requisition a meeting of the Trustees and, if appropriate, exercise it, requesting the Clerk to circulate the Trustee's views in advance to the other Trustees. Alternatively, as a final resort, the Trustee may decide to offer his or her resignation from office, after consulting the Chair.

OPENNESS AND CONFIDENTIALITY

Because of the Board's public accountability and the importance of conducting its business openly and transparently, Trustees should ensure that, as a general principle, students and staff of the Academy have free access to information about the proceedings of the Board. Accordingly, agendas, minutes and other papers relating to meetings of the Board are normally available for public inspection when they have been approved for publication by the Chair.

There will be occasions when the record of discussions and decisions will not be made available for public inspection, for example, when the Board considers sensitive issues or named individuals and for other good reasons. Such excluded items will be kept in a confidential folder by the Clerk, and will be circulated in confidence to Trustees. Some confidential items are likely to be of a sensitive nature for a certain period of time only (for example information relating to a proposed commercial transaction or collaboration with another institution). The Board should specify how long such items should be treated as confidential or, if this is not possible, such items should be regularly reviewed to consider whether the confidential status should be removed or whether the public interest in disclosure outweighs that confidential status and the item made available for public inspection. When considering such issues the Trustees must also consider the Academy's publication scheme issued under the Freedom of Information Act 2000. [*Refer to any Academy policy on Access to Information, if appropriate*].

Trustees have no right of access to minutes dealing with matters in respect of which they are required to withdraw from meetings under the Academy's Articles of Association.

It is important that the Board and its committees have full and frank discussions in order to take decisions collectively. To do so, there must be trust between Trustees with a shared corporate responsibility for decisions. Trustees should keep confidential any matter which, by reason of its nature, the Chair or members of any committee of the Board are satisfied should be dealt with on a confidential basis.

Trustees should not make statements to the press or media or at any public meeting relating to the proceedings of the Board or its committees without first having obtained the approval of the Chair or, in his or her absence, the Vice Chair. It is unethical for Trustees publicly to criticise, canvass or reveal the views of other Trustees which have been expressed at meetings of the Board or its committees.

COMPLAINTS

In order to ensure that the affairs of the Academy are conducted in an open and transparent manner and that the Academy is accountable for its use of public funds but also to its employees, its students and the community it serves, it is important for there to be appropriate complaints procedures in place and for these to be well publicised. Trustees are reminded of their specific responsibility under the Independent School Standards to have a formal complaints procedure complying with the Standards and with EFA guidance in place to handle issues raised by parents and of the legal requirements to have whistleblowing and staff grievance procedures.

Under the Independent School Standards parents have a right to make a complaint to the EFA that the Academy has not dealt adequately with their complaint. Trustees in particular are reminded that the EFA:

will consider complaints about the Academy that fall into any of the following three areas:

where there is undue delay or the Academy did not comply with its own complaints procedure when considering a complaint;

where the Academy is in breach of its funding agreement with the Secretary of State;
and

where an Academy has failed to comply with any other legal obligation.

will not overturn the Academy's decision about a complaint. However, if it finds that the Academy did not deal with a complaint properly it will request that the complaint is looked at again and that procedures meet the requirements set out in the Regulations.

If the Academy's complaints procedure does not meet the criteria required by the Regulations, the EFA will ask the Academy to put this right. It may seek to enforce the decision under the terms of the funding agreement on behalf of the Secretary of State, if appropriate.

ATTENDANCE AT MEETINGS³

- A high level of attendance at meetings of the Board is expected [*or refer to the Academy's Standing Orders if a more stringent or detailed attendance requirement has been set out*] so that Trustees can perform their functions properly.

GOVERNANCE DEVELOPMENT

The Board shall seek to ensure that all Trustees are appointed on merit, in accordance with an open selection procedure carried out by the Board's [Search] Committee, and are drawn widely from the community which the Academy serves so as to be representative of that community. The Board should have regard to the provisions relating to the membership of the Board in the Academy's Articles of Association, the need to combat discrimination and to promote equality, the need to make available a range of necessary skills and experience to ensure that the Board carries out its functions under the Academy's Articles of Association and the requirement to avoid or minimise conflicts of interest.

Trustees must obtain a thorough grounding in their duties and responsibilities by participating in the Academy's governance induction and training programmes, including regular refresher workshops.

As part of a continuing and critical process of self-evaluation and in order to promote more effective governance, Trustees will carry out an annual review of the performance by the Board of its duties and responsibilities.

³ This clause may be amended if desired to take account of Board Members' participation in decisions taken using the written resolution procedure allowed by the Articles of Association. If this procedure is commonly used by a Board it may be reasonable to expect Board members to participate fully in such alternative fora.

SCHEDULE

List of source documents

1. the Academy's Articles of Association;
the Standing Orders and terms of reference of the Board and its committees;
the Funding Agreement[s] entered into by the Academy with the Secretary of State;
the Academy's Mission Statement and corporate objectives;
the Academy's Strategic Plan;
the Academy's policies that extend to Board Members, including the Academy's policies on safeguarding learners and preventing people being drawn into terrorism, the avoidance of discrimination and the promotion of equality, [the Academy's policy on conflicts of interest], the anti-bribery policy as required by the Bribery Act 2010 and [the Academy's policy on receiving gifts];
the principles laid down by the Committee on Standards in Public Life (Nolan Committee) for those holding public office, namely:
 - selflessness;
 - integrity;
 - objectivity;
 - accountability;
 - openness;
 - honesty; and
 - leadership.(an extract from the report of the Nolan Committee setting out these Principles in more detail is set out at **Appendix 1**);
the Academies Financial Handbook issued by the EFA;
the Good Governance Standard for Public Services published by the Independent Commission on Good Governance in Public Services (Good Governance Standard) (an extract from the Good Governance Standard setting out the six core principles of good governance is set out at **Appendix 2**);
Appendices 1 (the Seven Principles of Public Life), 2 (Six Core Principles of Good Governance), 3 (Responsibilities of Trustees), 4 (Responsibilities of the Principal/CEO and Clerk), 5 (Funding Agreement with the Secretary of State) and 6 (Powers of the Board) are attached to this Code for reference.

AS A TRUSTEE I AGREE TO OBSERVE THIS CODE OF CONDUCT TO THE BEST OF MY ABILITIES.⁴

Dated:

.....
Name of Trustee

⁴ This is optional and Boards may prefer to rely on paragraph 1.5 of the Code.

APPENDIX 1a

The Seven Principles of Public Life

The following is an extract from the Second Report of the Nolan Committee on Standards in Public Life, May 1996

SELFLESSNESS

Holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

INTEGRITY

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

OBJECTIVITY

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

ACCOUNTABILITY

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

OPENNESS

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

HONESTY

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

LEADERSHIP

Holders of public office should promote and support these principles by leadership and example.

APPENDIX 2

Six Core Principles of Good Governance

The following is an extract from the Good Governance Standard for Public Services published by the Independent Commission on Good Governance in Public Services, January 2005

1. **Good governance means focusing on the organisation's purposes and on outcomes for citizens and service users**

Being clear about the organisation's purposes and its intended outcomes for citizens and service users;

Making sure that users receive a high quality service;

Making sure that taxpayers receive value for money.

2. **Good governance means performing effectively in clearly defined functions and roles**

Being clear about the functions of the governing body;

Being clear about the responsibilities of the non-executives and the executive, and making sure that those responsibilities are carried out;

Being clear about relationships between the governors and the public.

3. **Good governance means promoting values for the whole organisation and demonstrating the values of good governance through behaviour**

Putting organisational values into practice;

Individual governors behaving in ways that uphold and exemplify effective governance.

4. **Good Governance means taking informed, transparent decisions and managing risk**

Being rigorous and transparent about how decisions are taken;

Having and using good quality information, advice and support;

Making sure that an effective risk management systems is in operation.

5. **Good governance means developing the capacity and capability of the governing body to be effective**

Making sure that appointed and elected governors have the skills, knowledge and experience they need to perform well;

Developing the capability of people with governance responsibilities and evaluating their performance, as individuals and as a group;

Striking a balance, in the membership of the governing body, between continuity and renewal.

6. **Good governance means engaging stakeholders and making accountability real**

Understanding formal and informal accountability relationships;

Taking an active and planned approach to dialogue with accountability to the public;

Taking an active and planned approach to responsibility to staff;

Engaging effectively with institutional stakeholders

APPENDIX 3

Summary of Main Responsibilities of Trustees

The following summary draws on the description in the Academies Financial Handbook at section 1.5.10.

Responsibilities under statute

General

Trustees have a wide range of statutory responsibilities, for example under employment and health and safety legislation, the Prevent duty to have regard to the need to prevent people being drawn into terrorism, and under the Equality Act 2010 to avoid discrimination and promote equality.

Under regulations

Academies are required to comply with a wide range of regulations, including in particular the Independent School Standards 2014 and guidance issued by the DfE, for example in relation to admissions policies, safeguarding, Special Educational Needs and exclusion of students.

As company directors

A summary of directors' duties appears in **Appendix 6**.

As charity trustees

A summary of charity trustees' duties appears in **Appendix 6**.

Under the Articles of Association

Under Article 93, to exercise the powers of the Academy company as set out in Article 5.

Under Article 94 to expend the funds of the Academy in the manner they consider most beneficial for the achievement of the Academy's Objects and invest such funds and to enter into contracts on behalf of the Academy Trust.

Trustees may delegate many of their functions to committees, the principal or other senior staff but are required by the Academies Financial Handbook to have a written scheme of delegation providing robust internal control.

Under the Funding Agreement

A summary of the Funding Agreement appears as **Appendix 5**.

APPENDIX 4

Summary of main responsibilities of the Principal as Accounting Officer.

Under the Academies Financial Handbook at section 1.5.17 the Principal (or Chief Executive Officer of a Multi-Academy Trust) as Accounting Officer for the Academy Trust shall be responsible for:

ensuring high standards of probity in the management of public funds, particularly regularity (dealing with public money in accordance with legal requirements), propriety (dealing with funds in accordance with Parliament's intentions) and value for money (through efficient and effective use of resources);

signing annual statements on regularity, propriety and compliance and submitting them to EFA;

demonstrating via the governance statement in the audited accounts how the Academy Trust has secured value for money;

keeping proper financial records;

taking personal responsibility for assuring the Board that there is compliance with the Funding Agreement and Financial Handbook

advising the Board in writing if any action they are considering is in breach of the Articles of Association, the Funding Agreement or the Handbook (and informing the EFA in writing if nevertheless the Board decides to proceed with such action);

complying with Treasury guidance on the role of accounting officer and adhering to the Seven Principles of Public Life.

APPENDIX 5

Overview of the DfE Model Funding Agreement, Master Funding Agreement and Supplemental Funding Agreement

1. Introduction

This note provides an overview of the DfE model Funding Agreement ("FA") for mainstream single Academy Trusts. It also provides a short summary of the model Master Funding Agreement (MFA) and model Supplemental Funding Agreement ("Supplemental Agreement") for mainstream Multi Academy Trusts ("MATs"). We refer to the DfE documents collectively as "the Agreements".

This note is based on the versions of the FA and Supplemental Agreement for mainstream academies issued by DfE in December 2014. The definitions used in this overview are the same as those provided for in the Agreements. Note that the Agreements refer to:

the Academy or MAT as the "Academy Trust";

the schools carried on by it as the "Academy" or "Academies"; and

the directors of the Academy as "Trustees".

The Agreements are concluded between the Secretary of State and the Academy Trust direct. At a meeting of the board of Trustees of the Academy Trust, the Trustees will approve the terms of the FA/MFA/Supplemental Agreement and authorise persons to sign it/them on behalf of the Academy Trust. Usually any one Trustee is authorised to sign the FA/MFA/Supplemental Agreement, but in practice it is often the Chair who signs it. Neither the Sponsor, nor any Academy is a party to the FA, the MFA or the Supplemental Agreement.

As Members of Academy Trusts do not sign the Agreements, they cannot incur directly any duties or liabilities under them. If a shortfall in funding occurred at some point in the future, the Secretary of State would not have any legal grounds for asking the Members of the Academy Trust to provide any funding to the Academy Trust.

The Agreements formalise the Secretary of State's financial support for the Academy Trust and each Academy. They create a framework for the funding of the Academies, including ongoing revenue funding and *ad hoc* capital funding.

The FA/MFA also set out the governance framework of the Academy (by referring to the Academy Trust's Articles of Association).

The Agreements impose such financial disciplines on the Academy Trust as the Secretary of State requires for the use of public funds. Academy Trustees should therefore also have regard to the Academies Financial Handbook issued by the DfE, in its latest edition, which will be found on the DfE website. References in this Guide to paragraphs in the Handbook are to the July 2015 edition of the Handbook accessible at:

<https://www.gov.uk/government/publications/academies-financial-handbook-2015>

In theory the Agreements may be adapted to the specific needs of the particular Academy Trust, but all proposed changes need to be submitted to the DfE together with compelling reasons for each modification. In Eversheds' experience the DfE are very unlikely to accept changes to the model Agreements unless they are necessary to support the Academy Trust's governance or land arrangements.

Overview of terms of the FA

Establishing the Academy (clause 1)

This clause states that the FA is made between the Secretary of State for Education and the Academy Trust in order for the Academy Trust to establish and run an independent school. For the Secretary of State to make payments to the Academy Trust it must meet the requirements of the FA. The clause sets out the definitions used in the FA, and it lists the general obligations of the Academy Trust as:

meeting the requirements of section 1A of the Academies Act 2010 (see **Appendix 2** to this guide); and

ensuring that the Academy is at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community.

- The Academy Trust must conduct the Academy in accordance with:

the Articles of Association;

the general legal requirements applying to academies, including the Independent School Standards;

the Academies Financial Handbook; and

the FA itself.

- The clause states the opening date for the Academy and requires the Academy to be governed by a board comprising the Trustees of the Academy Trust (referred to as Charity Trustees). The Charity Trustees must have regard to any Government guidance on the governance of Academy Trusts (an example would be that issued by DfE in relation to the model articles of association of Academy Trusts). Names of new or replacement Charity Trustees and Members of the Academy Trust must be provided to the Secretary of State before they are appointed or elected so their suitability can be assessed. The Academy Trust must also inform the Secretary of State of any changes they propose to make to the governance clauses in the Articles of Association (e.g. those relating to the appointment or removal of Trustees and Members) and, if the Secretary of State consents, approve the changes as soon as reasonably practicable.

Running of the Academy (clause 2)

Length of school day and year

This is entrusted to the Academy Trust.

Teachers and staff

DBS enhanced disclosures must be obtained "as appropriate" (i.e. in accordance with the relevant legislation⁵) on staff, supply staff, Members and Trustees of the Academy Trust, including the Chair of Trustees.

The Academy Trust may, subject to any relevant government guidance, employ anyone it believes is suitably qualified to plan and deliver teaching and assessment (i.e. not necessarily persons with Qualified Teacher Status).

Teachers' pay and conditions are the responsibility of the Academy Trust but the Trust must ensure that all teachers have access to the Teachers' Pension Scheme and other staff have access to the Local Government Pensions Scheme.

Pupils

- The FA states the planned capacity of the Academy, its age range and any boarding places. The Academy Trust must ensure that the Academy meets the needs of pupils with SEN and disabilities. Save where the Academy is allowed to select, the Academy must be an all ability, inclusive school.

School meals

- The Academy Trust must provide school lunches, free lunches and milk and comply with school food standards as if it were a maintained school.

Pupil Premium

- The Academy Trust must publish on the Academy's website information on the amount of Pupil Premium allocation it will receive, what it intends to spend it on and how it spent the allocation in the previous financial year.

Charging

- The Academy Trust cannot charge for admission to or attendance at the Academy and may only charge pupils where the law allows maintained schools to do so.

Admissions

- The Academy Trust must act in accordance with the School Admissions Code and Appeals Code issued by the DfE and equalities law. Where the Academy replaces an existing school, all Pupils on roll or offered places at the predecessor school automatically transfer to the Academy. The Academy Trust must participate in the co-ordinated admission arrangements operated by the local authority in whose area the Academy is based. In certain circumstances the Secretary of State can direct the Academy Trust to admit a named pupil. The Academy Trust must ensure that parents and relevant children have the right to appeal to an Independent Appeal Panel if dissatisfied with

⁵ On which see Appendix 2 to this guide and in particular the statutory guidance Keeping Children Safe in Education

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/435939/Keeping_children_safe_in_education.pdf

an admission decision. Objections to the Academy's admission arrangements will be considered by the Office of the Schools Adjudicator.

- **Exclusions**

- The local authority may require the Academy Trust to enter into an agreement regarding the sharing of funding for an excluded pupil as if the Academy were a maintained school.

- **Curriculum**

- The details of the curriculum are the responsibility of the Academy Trust but it must:
 - be balanced and broadly based and include English, maths and science;
 - not allow views or theories to be taught if contrary to established scientific or historical evidence and explanations;
 - actively promote the fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs;
 - provide for the teaching of religious education and a daily act of collective worship (subject to special provision for schools designated as having a religious character);
 - have regard to any government guidance on sex and relationship education as if it were a maintained school; and
- ensure careers guidance is provided in accordance with the requirements on maintained schools.

- **Assessment**

- Academy Trusts must enter pupils for examinations and ensure pupils take part in teacher assessments of performance as if they were maintained schools. They must not use grant funding to offer courses leading to qualifications not approved by the Secretary of State. They must publish on their website their most recent Key Stages 2 or 4 results, and information about how parents can access the most recent Ofsted report and DfE School Performance Tables.

Grant Funding (clause 3)

The Secretary of State will pay grants towards the cost of running the school (recurrent) (clauses 3.1-3.4) and may pay grants towards capital works and assets (capital) (clauses 3.5-3.11). Recurrent expenditure comes in the form of two grants - General Annual Grant ("GAG") and Earmarked Annual Grant ("EAG").

Capital Grant and Arrangements for payment of Capital Grant (clauses 3.5-3.11)

Capital expenditure includes all non-income related expenditure (which excludes repair and maintenance to electrical, mechanical or other services or to recreational facilities due to normal wear and tear). The Academy Trust must seek approval of the DfE for capital expenditure for which a capital grant will be sought, such consent must not be unreasonably withheld or delayed. The DfE can attach any conditions it specifies to the payment of a capital grant (as a matter of public law it must act reasonably in doing so) and the grants must be used to defray expenditure approved by the Secretary of State. The DfE is under no obligation to make agreed payments within any particular timescale. This is something the Academy Trust may wish to formally agree and record each time capital funding is agreed by the DfE. This section also requires the Academy Trust to provide proof that any necessary planning or other consents have been given.

General Annual Grant (clauses 3.12-3.35)

The General Annual Grant (GAG) will be paid by the Secretary of State to the Academy Trust in order to cover the normal running costs of each Academy, and a non-exhaustive list of such costs is set out in the FA, including the costs of insurance, salaries, utilities etc.

Except for those Special Academies (for which separate additional money will be available), GAG is intended to cover funding equivalent to that which would be received by a maintained school with similar characteristics, determined by the Secretary of State. It should also cover the costs of functions which would be carried out by the local authority if each Academy was maintained and specific grants which would be available were the Academy a maintained school – in each case such funding commitment shall be determined at the discretion of the Secretary of State.

There are two different ways in which GAG is calculated. Academy Trustees should be familiar with the detail of the clauses relevant to their Academy Trust and be aware of the implications for funding.

For converter and sponsored academies clauses 3.20 to 3.35 provide that GAG will be based on pupil number count. In the Academy Financial Year in which the Academy opens pupil count will be determined on the same basis as that used by the local authority for determining the budget of

the maintained predecessor school. In later years the pupil count will be for pupils in Year 11 and below the School Census used by maintained schools and for those in Year 12 and above the formula used for maintained schools.

By clauses 3.16-3.17 the pupil count for free schools and new provision academies will be the Academy Trust's most recent estimate of the number of pupils on roll the following September provided to the Secretary of State before the start of each academy financial year. Once all planned age groups are present at the Academy the pupil count will be determined as for converter and sponsored academies.

- Clauses 3.22 and 3.23 allow the Secretary of State to pay additional GAG where the Academy has diseconomies of scale through operating below planned capacity or where, not being a converter academy, it has to meet additional costs during the start-up period.
- Clause 3.24 accepts that the service of a notice of intention to terminate the Funding Agreement may reduce new pupil numbers, and makes provision for the payment of an appropriately larger GAG in such circumstances.
- **Earmarked Annual Grant (EAG) (clauses 3.25 and 3.26)**
- The EAG can be used either for Recurrent or Capital Expenditure. It is sought from the Secretary of State for a specific purpose and the arrangements for requesting an EAG are set out in these clauses.
- **Arrangements for Payment of GAG and EAG (clauses 3.27 to 3.32)**
- This section goes into the practicalities of payment and any miscalculation of GAG or EAG. The GAG for the initial Academy Financial Year (as defined by the FA) will be notified to the Academy Trust prior to that financial year, and in subsequent years, will be notified in an annual funding letter preceding the next Academy Financial Year, and this shall be known as the Annual Letter of Funding. GAG is paid in monthly instalments.
- Amounts of EAG will be notified to the Academy Trust wherever possible in the Annual Letter of Funding or its equivalent, or as soon as practicable thereafter.
- **Other relevant funding (clauses 3.33 to 3.35)**
- These clauses provide that costs incurred by the Academy Trust in connection with the transfer of employees under the Transfer of Undertakings (Protection of Employment Regulations) 2006 may be met by the Secretary of State. Payment of grant in respect of such costs is to be agreed between the parties.
- **Additional grants may be available to fully sponsored academies.**
- Funding from a local authority to the Academy Trust may be received in respect of the provision detailed in statements of SEN for such pupils attending an Academy.
- **Financial and accounting requirements (clause 4)**
- **General**
- The Academy Trust must appoint an accounting officer and inform the Secretary of State of that appointment (clause 4.3). The duties of the accounting officer are set out in the Academies Financial Handbook at paras 1.5.17-1.5.23.
- The Academy Trust must comply with Charity Commission requirements and guidance for charities and charity trustees and in particular the guidance on protecting charities from harm which can be found at the following link:
- http://www.charitycommission.gov.uk/our_regulatory_activity/counter_terrorism_work/protecting_charities_landing.aspx
- It must also satisfy the financial reporting requirements of the Secretary of State, including the production of annual budgets, appropriate accounting records and annual audits and returns (clause 4.8). The Academy Trust must have regard to the provisions of the Academies Financial Handbook (clause 4.6). The Academy Trust must have adequate insurance cover in place or opt into the DfE's arrangements (clause 4.7).
- The Academy Trust must balance its budget from each financial year to the next, subject to some allowance for carrying forward surpluses and allowance for in-year deficits (clause 4.9). A budget plan must be prepared and approved by the Academy Trustees each Academy Financial Year. The Academy Trust must submit indicative budgets relating to each Academy, and setting out the prospective income and expenditure of the relevant Academy, to the Secretary of State, by a date notified by the Secretary of State (clause 4.12-4.13). The FA also sets out conditions in respect of accounting which must be met before any payment of grant is made.

- The Academy Trust may carry forward unspent GAG from the previous year subject to any limit in the Academies Financial Handbook or otherwise notified by the Secretary of State (clause 4.14). The Handbook removes such limits for eligible Academy Trusts (para 3.10.2).
- The Academy Trust must prepare and file an annual report and accounts as required by the Companies Act 2006 and in accordance with the Charity Commission's Statement of Recommended Practice (clauses 4.19-4.20). The SORP is accessible at:
- <http://www.charitiessorp.org/>
- The accounts must be audited by independent auditors appointed in accordance with the Academies Financial Handbook and must be submitted to the Secretary of State by 31 December each academy financial year (clauses 4.21 and 4.24). They must be published on the Academy's website with details of the articles of association and of the Trustees and Members (clause 4.25). The Academy Trust must allow access to the accounts and records to staff of the DfE and National Audit Office (clause 4.27).
- The following will not be permitted without the prior written consent of the Secretary of State:

sales or purchases of freehold property or the grant or take up of any leasehold or tenancy agreement, save as allowed by the Academies Financial Handbook (see para 3.9 of the Handbook), where the assets or property have been funded (whether in whole or in part) by the Secretary of State (clause 4.29). Except as permitted by the Academies Financial Handbook the Academy Trust will have to pay to the Secretary of State an amount of the sale proceeds equivalent to the proportion of the cost of acquisition met by the Government (clause 4.31);

the giving of any guarantees, indemnities or letters of comfort, except such as are given in normal contractual relations. Such consent will also be necessary where any debts or liabilities owed to it are proposed to be written off above a value specified by the Secretary of State from time to time, or an offer to make any special payments, as defined by the Treasury publication *Managing Public Money*, see:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/452313/Managing_Public_Money_Aug_2015.pdf

Such special payments include *ex gratia* payments, staff severance payments and compensation payments (clause 4.33). In relation to staff severance payments see Handbook paras 3.7.9-3.7.15 indicating the need for EFA approval for non-statutory/non-contractual payments of £50,000 or more. As at August 2015 the Treasury was consulting on further tightening of the rules regarding severance payments to staff in the public sector, with a view to capping such payments at £95,000. Accordingly professional advice should be sought if any substantial non-statutory/non-contractual payment to a staff member is being considered.

- Whether or not the circumstances require the approval of the Secretary of State, the Academy Trust shall provide 30 days' notice to the Secretary of State of its intention to take such steps as outlined (clause 4.34).

- **Borrowing Powers (clause 4.36)**

- The Academy Trust is not permitted to borrow against or so as to put at risk property or assets funded (whether in whole or in part) by the Secretary of State without the consent of the Secretary of State except as permitted by the Academies Financial Handbook. This provides at para 3.4.1 that EFA approval must be sought where borrowing, including finance leases and overdrafts, is to be repaid from grant monies or secured on assets funded by grant monies. Approval may only be given in exceptional circumstances.

- **Land Clauses (clause 5)**

- There are seven versions of the land clauses depending on whether the Academy Trust holds the freehold, the leasehold or under a church supplemental agreement or lease from private site trustees, or where a new freehold or lease hold site is to be provided by EFA, with or without a legal charge (mortgage) in favour of the Secretary of State. The principles are, however, the same for all the versions and provide for the Academy Trust:

not transferring the land without the written consent of the Secretary of State;

keeping the property clean and tidy and making good any damage;

not granting any consent or licence or encumbrance (such as a mortgage), share occupation or entering into any onerous obligation without the Secretary of State's consent;

granting an option to the Secretary of State to acquire the land at nil consideration (i.e. free of charge) on termination of the FA if the Secretary of State gives written notice;

informing the Secretary of State if it receives a notice relating to the property or is in breach of any lease;

if it agrees with the Secretary of State that part of the property should be leased to another Academy Trust to meet a need for additional places, using its best endeavours to obtain any necessary consents to enable it to share the land.

- **Complaints (clause 6)**

- This clause does not apply to free schools and new provision academies. It ensures that where a complaint relates to matters arising before the Academy opened the Secretary of State can investigate the complaint (in practice via the EFA) and make orders to the Academy Trust as if the Academy were still a maintained school.

- **Termination (clause 7):**

- **Clause 7.1 :** this Clause allows either party to give at least seven financial years' notice to terminate the FA, to take effect on 31 August.

- **Clauses 7.2-7.5:** these clauses provide the Secretary of State with a right to serve a Termination Warning Notice in circumstances listed in clause 7.2. If the Secretary of State is satisfied that the Academy Trust has not responded to the Warning Notice as specified or has not completed the action required he may serve a Termination Notice (clause 7.5). Termination Warning Notices may also be served:

if the Chief Inspector gives notice that special measures are needed or the Academy requires significant improvement (clauses 7.6-7.8); or

the Academy is removed from the Register of Independent Schools (clause 7.9); or

if enforcement steps are taken as a result of the Academy Trust becoming insolvent (clause 7.10); or

if an Academy Trustee or Member refuses to undergo checks required under the FA or is determined by the Secretary of State to be unsuitable (clauses 7.12-7.14); or

(in the case of free schools and some new provision academies) the number of prospective pupils who have accepted places is below a stated figure, or the Academy is not financially viable, or planning permission has not been obtained by a stated date or the Secretary of State considers that the Academy would, on opening provide an unacceptably low standard of education (clauses 7.15-7.19).

- **Clauses 7.20-7.23:** the Academy Trust must notify the Secretary of State promptly of any change of control of the Academy Trust or of the legal entity that controls it. It falls to the Secretary of State to use her/his discretion to decide whether there has been such a change. The discretion must be used reasonably but is likely to apply whenever there is a change in the person(s) or organisation(s) with the power significantly to influence the Trust's decision making. The Secretary of State can issue a Termination Notice if not satisfied with the change of control.

- **Clauses 7.26-7.31 (Effect of Termination):** these cover the practicalities of termination of the Funding Agreement. In the event of termination of the FA, the Secretary of State may indemnify the Academy Trust for costs that may arise on the closure of the Academy. The Academy Trust will have to transfer to the body nominated by the Secretary of State for educational purposes a proportion of the Academy's capital assets equal to the proportion of the financial contribution made by the Government, or must pay an equivalent sum in lieu.

- **Other contractual arrangements (clause 8)**

- **Information (clauses 8.1-8.2):** this section describes the areas where the Secretary of State may ask for information about the general running of any Academy. The Academy Trust will be provided by the Secretary of State with such information as may reasonably be required for the running of an Academy.

- **Access by the Secretary of State's officers (clauses 8.3-8.5):** this section allows DfE officials access, at any reasonable time, to the premises of any Academy and records, files and reports relating to the running of the Academy Trust and each Academy.

- The Academy Trust is responsible for ensuring that papers relating to each Academy prepared for meetings of the Trustees are provided to the Secretary of State on request in advance of any meeting.

- Two DfE officials have the right to attend and to speak at all meetings of the Trustees. However they must withdraw from any discussions of an Academy's or the Academy Trust's relationship with the Secretary of State or any discussion of bids for funding to the Secretary of State.

- Any material relating to a named teacher or other person employed or proposed to be employed at the Academy, a named pupil or candidate for admission to the Academy, or any matter which the Academy Trust is satisfied should remain confidential, may be excluded from any item required to be made available for inspection or to be sent to the Secretary of State.
- **Notices (clause 8.6):** this clause sets out the contact details of the parties for the purposes of sending notices or communications under the FA.
- **General (clauses 8.7-8.12):** the Academy Trust cannot assign (i.e. transfer) the FA to another body. Failure to exercise or delay in exercising rights of the Secretary of State will not result in the Secretary of State waiving such rights. Where the Academy is designated with a Church of England or Roman Catholic character the Secretary of State agrees that the FA shall be interpreted in a way compatible with the relevant Church Supplemental Agreement.

ANNEXES

- **Academy Arrangements for pupils with Special Educational Needs and disabilities (Clauses 9-10)**
- The Children and Families Act 2014 now imposes duties directly on academies in respect of children with SEN. If an Academy Trust considers that a local authority should not have named it in an Education, Health and Care (EHC) Plan it may ask the Secretary of State to decide whether the LA has acted unreasonably. The Secretary of State's decision is final, subject to any right of the parent to appeal to the relevant tribunals.

MASTER FUNDING AGREEMENT

Introduction (clause 1): a MAT enters into the Master Funding Agreement with the Secretary of State. The Academy Trust must comply with the requirements of the MFA and of each Supplemental Agreement entered into in respect of each Academy. The clause also refers to the provisions of the Academies Act 2010 relevant to each type of academy i.e. Mainstream, Alternative Provision, 16-19 and Special, since a MAT may have academies in some or all of these categories.

Running of the Academies (Clause 2): this clause is similar to that in the FA with necessary variations, for example clause 2.20 (exclusions) does not apply to Alternative Provision Academies or 16-19 Academies. There are variations for Alternative Provision and 16-19 Academies in relation to the Curriculum (Clauses 2.22 and 2.25) and Assessment (Clauses 2.28 and 2.30, the latter making special provision also for Special Academies and Studio Schools). The Academy Trust must be governed by its Board of Trustees (described as the Board of Charity Trustees), and this Board must engage with the relevant Local Governing Body (if appointed, if not, with representatives of each Academy).

Grant funding (clause 3): this clause is similar to its counterpart in the FA except that there are special provisions regarding the calculation of GAG which apply only to Mainstream Academies, Special Academies and Studio Schools (clause 3.13).

Financial and accounting requirements (clause 4): this clause is essentially the same as that in the FA.

Complaints (clause 5): this clause, concerning pre-opening matters, is largely the same as that in the FA.

NB the MFA does not deal with land issues as these are dealt with on a per site basis in the Supplemental Agreement(s).

Termination (clause 6): the MFA starts on the date it is delivered to the Academy Trust and continues until either it is terminated in accordance with this clause or until all Supplemental Agreements have terminated (clause 6.1). The circumstances in which the MFA can be terminated are more limited than in the FA. There is no provision for termination by either party on seven academic years' notice, as there is in the FA. Seven years' notice can, however, be given to terminate Supplemental Agreements. The grounds for termination by the Secretary of State are limited to insolvency of the Academy Trust and the unsuitability of Members or Trustees, i.e. to matters affecting the MAT generally. In those circumstances the Secretary of State can proceed direct to issue of a Termination Notice rather than first having to issue a Termination Warning Notice. The grounds for termination relating to poor quality of provision, and the more extended termination process that may be triggered, are, however, in the Supplemental Agreement.

Other contractual arrangements (clause 7): this clause is similar to the corresponding clause (clause 8) in the FA. The provision regarding access to meetings and papers extend to those of Local Governing Bodies as well as to the board of Trustees.

SUPPLEMENTAL FUNDING AGREEMENT

- The Academy Trust enters into a Supplemental Agreement with the Secretary of State in respect of each Academy operated within the Academy Trust, in addition to the Master Funding Agreement.

Overview of the terms of the Supplemental Agreement

Establishing the Academy (Clause 1): the Academy is to be operated in accordance with both the Master FA and the Supplemental Agreement. The Academy Trust will open the Academy on the stated date. The Academy Trust must ensure that so far as is reasonably practicable and consistently with clause 2 and the Equality Act pupils of all faiths and none are able to play a full part in the life of the Academy.

Running of the Academy (Clause 2): this clause contains similar provisions regarding Teachers and Staff, Pupils, any SEN Unit, Charging of fees to non-European Economic Area students, Admissions and the Curriculum as are found in the FA.

Grants paid by the Secretary of State (Clauses 3 and 4): GAG and EAG in respect of the Academy will be paid to the Academy Trust in accordance with the FA. Grants in respect of Capital Expenditure may be paid to the Academy Trust in accordance with the FA.

Land (Clause 4): this clause is in seven versions as in the FA.

Termination (Clause 5): this clause provides for either side to terminate the Supplemental Agreement by giving seven years notice, and for the Secretary of State to terminate it earlier in

the same situations as set out in the FA. It also contains similar provision for the effects of termination as in the FA.

If the Master FA were to terminate it would terminate the Supplemental Agreement. If the Supplemental Agreement terminates the school will cease to be an Academy. Termination of one Supplemental Agreement will not have any impact on the FA or the other Supplemental Agreements of other Academies within the MAT.

Other contractual arrangements (Clause 6): this is similar to Clause 6 of the FA. The FA is stated to be fully effective subject to any variations in the Supplemental Agreement. The provisions relating to access by the Secretary of State to Academy Trust meetings and records are absent from this clause but appear in clause 6 of the MFA.

ANNEXES

Clause 7: Pupils with SEN and disabilities: this is similar to the corresponding Annex to the FA.

APPENDIX 6

Summary of the Powers of the Board⁶

Article 93 of the Articles of Association

POWERS OF TRUSTEES

93. Subject to provisions of the Companies Act 2006, the Articles and to any directions given by special resolution, the business of the Academy Trust shall be managed by the Trustees who may exercise all the powers of the Academy Trust. No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees 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 Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

Article 4 of the Articles of Association

OBJECTS

1. The Academy Trust's objects ("**the Objects**") are specifically restricted to the following:
 - a. [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 offering a broad and balanced curriculum ("**the mainstream Academies**") 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**")] **[Use this clause if you are a Multi-academy Trust and delete the following clause]**

OR [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 [a school offering a broad and balanced curriculum ("the **Academy**")]/[a school specially organised to make special educational provision for pupils with Special Educational Needs offering a broad and balanced curriculum ("the **Special Academy**")]/[an educational institution which is 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 Academy**")]/ [a 16 to 19 Academy offering a curriculum appropriate to the needs of its students ("the **16 to 19 Academy**")] **[Use this clause if you are a single Academy Trust and delete the preceding clause].**
 - b. to promote for the benefit of the inhabitants of the areas in which the [Academies]/[Academy] [are]/[is] situated the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said inhabitants⁷.

POWERS OF THE ACADEMY TRUST

2. In furtherance of the Objects but not further or otherwise the Academy Trust may exercise the

⁶ These powers must be exercised in accordance with the duties imposed on company directors by the Companies Act 2006 and on trustees of charitable trusts by charity law.

⁷ Optional Article. However, we recommend that it is included to assist you in being able to make your facilities available for community use and to mitigate against your liability to tax to the extent you choose to do so. To the extent you wish to make your facilities available for recreational community use at a later date and this clause is not included, this will require you to obtain consent from the charity commission.

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 Academy Trust;
- b. to raise funds and to invite and receive contributions provided that in raising funds the Academy Trust 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 Articles 6.6-6.8 below to employ such staff, as are necessary for the proper pursuit of the Objects 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 companies, trusts, associations or institutions formed for all or any of the Objects;
- f. to co-operate with other charities, other independent and maintained schools, academies and institutions within the further education sector, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
- g. to pay out of funds of the Academy Trust the costs, charges and expenses of and incidental to the formation and registration of the Academy Trust;
- h. to establish, maintain, carry on, manage and develop the [Academies at locations to be determined by the Trustees]/[Academy at [INSERT ADDRESS] ***[delete as applicable depending on whether you are a Multi-academy Trust or a single Academy Trust]***];
- i. to offer scholarships, exhibitions, prizes and awards to pupils [and students] former pupils [and former students], and otherwise to encourage and assist the educational attainment of pupils [and students] and former pupils [and former students] ***[delete bracketed wording if you are a single or multi Academy Trust which will not establish and maintain 16-19 provision]***];
- 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 Academy Trust, to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Academy Trust may think fit;
- m. to deposit or invest any funds of the Academy Trust not immediately required for the furtherance of its Objects (but to invest only after obtaining such advice from a financial expert as the Trustees 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 Trustees;
 - ii. every transaction is reported promptly to the Trustees;
 - iii. the performance of the investments is reviewed regularly with the Trustees;
 - iv. the Trustees 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 Trustees on receipt; and
 - vii. the financial expert must not do anything outside the powers of the Trustees;
- o. to arrange for investments or other property of the Academy Trust to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;

- p. to provide indemnity arrangements to Trustees 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 Academy Trust; and
- s. to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.

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Appendix 7: Who's who at ALET: Details of Sponsor, Members, Trustees and local governing bodies (LGBs)

ACTIVATE LEARNING EDUCATION TRUST	
Sponsor	
<p>Activate Learning is the Trust's sponsor. Activate Learning combines secondary, further and higher education, apprenticeship and workforce training, consultancy, commercial business and social enterprise. It is unified by a clearly articulated learning philosophy and a shared mission to "transform lives through learning"</p>	
ACTIVATE LEARNING EDUCATION TRUST	
Proposed Members	
Sally Dicketts CBE, Chair and ex-officio)	Sally Dicketts is the CEO of Activate Learning, a further education body, active in secondary, further and higher education
Activate Learning Corporation	A further education body, active in secondary, further and higher education (see above, Sponsor)
Currently Lee Nicholls, to be replaced by: Independent	Lee Nicholls is Group Executive Director at Activate Learning with a portfolio of responsibilities, including academies. As Lee assumes the responsibilities of the CEO function during set up, he will be replaced as a Member by an Independent Member.
Independent	TBA
Independent	TBA
ACTIVATE LEARNING EDUCATION TRUST	
Trustees	
Sally Dicketts CBE, CEO Activate Learning	<p>Sally Dicketts is currently Chair of the ALET Board of Trustees.</p> <p>Sally has held senior posts in both secondary schools and further education. She became Principal at Milton Keynes College in 1996, and in 2003 became the first Principal of Oxford & Cherwell Valley College.</p> <p>In 2010, Oxford and Cherwell Valley College took over the responsibility for running Reading College and in 2013 set up a UTC in Reading. In 2013 she became the first Chief Executive of Activate Learning, bringing together in one group, three FE Colleges (Banbury & Bicester College, City of Oxford College and Reading College), two UTC's (UTC Reading and UTC Oxfordshire), a 11-18 secondary school, a studio school, and a training provider delivering apprentices, training and consulting in the workplace.</p> <p>Sally is a tireless campaigner and advocate for the learning and skills sector. She is a member of City & Guilds Learning and Assessment Policy Committee. She is a board member of AMiE, and was the chair of the Employment committee of the AoC. She is a member of the Oxfordshire Management Club, All Souls Group and is a leading thinker for the National Education Trust. She sits on the Oxfordshire LEP. Sally was awarded a CBE in the Queen's Honours list in July 2013.</p> <p>Her main area of interest is in how people learn, mindfulness and how to develop more entrepreneurial innovative individuals. She enjoys travel, cycling, Zumba and spending time with her partner and daughter.</p>

	<p>Skills: education, strategy, partnership, finance, learning, mergers and acquisitions</p>
<p>Lee Nicholls, Group Executive Director at Activate Learning</p>	<p>Lee Nicholls is Group Executive Director at Activate Learning with a portfolio of responsibilities, including academies and will assume the responsibilities of the Trust's CEO function at least for the period of the set up and establishment phases of the MAT.</p> <p>Lee has held a number of senior posts in further education and higher education after starting out in education as a teacher of science. He has previously held the position of Pro Vice-Chancellor of Further Education at Thames Valley University and, as Executive Director of Further Education, was responsible for the Reading Campuses when part of the University from 2004 up until 2010.</p> <p>From 2010, Lee joined Activate Learning as an Executive Director and has been responsible for the development of academies, strategic partnerships, higher education, curriculum design and in raising standards.</p> <p>Most notably, over the past 3 years, Lee has conceived of and implemented 2 University Technical Colleges (UTCs) in Reading and South Oxfordshire and a Studio School in Bicester, as a means of raising the profile of high achieving technical education linked to local economies and employment opportunities.</p> <p>Lee is Chair of the UTC Reading Board of Governors, Chair of UTC Oxfordshire and Chair of an Open College Network accreditation body. Previously, Lee has chaired the Economic Development committee for Reading and was a Governor of the Oxford Spires Academy secondary school in Oxford as it became an academy.</p> <p>Lee is an alumnus of Henley Business School and throughout his career has gained considerable experience of change in complex multi-sector organisations, and in the delivery of 'more than the sum of the parts' through the power of partnership.</p> <p>Skills: education, strategy, partnerships, finance, establishing academies, school governance</p>
<p>Phil Shadbolt OBE Chairman, Zeta Specialist Lighting</p>	<p>Phil Shadbolt, Chairman of Bicester-based Zeta is among those honoured with OBEs in the 2016 New Year honours, and has been recognised for services to Business & Innovation.</p> <p>Phil set up Zeta Specialist Lighting, a research and development-led company which has a strong heritage in designing and developing innovative LED and solar powered lighting solutions, from scratch. The company, which marked its 25th anniversary in 2014 with a £3.5 million investment in its UK manufacturing facility.</p> <p>Under Shadbolt's stewardship, Zeta has received a number of prestigious awards recognising its success in innovation, including five DTI SMART Awards. In its silver anniversary year, the company picked up The Integration Technology Export Award at the 2014 Cherwell Valley Business Awards, and a Silver Scoot Headline Award, which recognises and rewards the successes and achievements of British businesses, large and small.</p> <p>In 2010, the company won funding from the Technology Strategy Board and Defra through the Small Business Research Initiative and is also involved in a three-year project with Plessey Semi-Conductors which will lead to more advanced LED technology becoming available.</p> <p>In addition to his work at Zeta, Shadbolt sits on four Boards; OxLEP, Bicester Vision, Activate Learning Education Trust, and he is a Governor at Oxford Brookes University.</p> <p>Skills: technology, small business owner and founder, innovation, commercial</p>

<p>Placi Espejo, Commercial Sales and Marketing Manager, Heyford Park management</p>	<p>For 3 years Placi worked as Bicester Vision Partnership Manager, a private and public partnership that works to support and encourage the economic led growth of Bicester, engaging at the same with the community and education establishment.</p> <p>Placi was Portfolio Director/Network Manager of the Oxfordshire Innovation and Growth Team, and provided business support to high growth and innovative businesses in the area. In this role, Placi supported companies by giving them advise on business planning, raising funding, applying for grants, assistance with IP issues, access to a number of Market Research sources, etc.</p> <p>Before this, Placi was Network Manager for the Oxfordshire Enterprise Hub and managed a number of projects aimed at supporting early stage businesses, some of them funded by the European Commission, MedPride, ETI, VIVA and Talent Scout, some others were funded at a regional level for example Fit For Funding, which was an Investment Readiness Project and other smaller projects funded at a local or county level as GIIN (Gloucestershire Internet Incubation Network).</p> <p>Skills: marketing, commercial</p>
<p>Steve Ball, Activate Learning</p>	<p>Steve Ball was appointed as Chief Financial Officer of Activate Learning in January 2016.</p> <p>The bulk of his career has been spent in the private sector, with senior finance roles at M&S and DHL providing invaluable experience both in the UK and overseas. Most recently, Steve led the financial transformation of SEMTA, the Sector Skills Council for engineering, which was his introduction to the education sector.</p> <p>Steve is passionate about instilling robust, financially effective, private sector disciplines into education, ensuring that the maximum funding available is invested for the benefit of learners.</p> <p>Skills: corporate finance, legal & contract matters, business growth and strategy</p>
<p>Head 1</p>	
<p>Chair 1</p>	
<p>Head 2</p>	
<p>Chair 2</p>	
<p>Independent 1</p>	<p>TBA</p>
<p>Independent 2</p>	<p>TBA</p>

Local Governing Body composition (the MAT is currently made up of The Bicester School and The Bicester Technology Studio. There is a process underway to transfer the 2 single UTC trusts into the MAT)

UTC Reading (proposed)	UTC Oxfordshire (proposed)	The Bicester School	Bicester Technology Studio (opens Sept 2016)
Local Governing Body	Local Governing Body	Local Governing Body	Local Governing Body
Principal <ul style="list-style-type: none"> Joanne Harper 	Principal <ul style="list-style-type: none"> Owain Johns 	Principal <ul style="list-style-type: none"> Tony Rushworth 	Principal <ul style="list-style-type: none"> Richard Brown
Sponsor (2) <ul style="list-style-type: none"> Vacancy (Lee Nicholls, currently chair, assumes CEO function) Paul Newman (Vice Chair) <p><i>Sponsor: Lee Nicholls, as CEO can attend the Board (non-voting)</i></p>	Sponsor (2) <ul style="list-style-type: none"> Vacancy (Lee Nicholls, currently chair, assumes CEO function) Philip Waddup (Vice Chair) <p><i>Sponsor: Lee Nicholls, as CEO can attend the Board (non-voting)</i></p>	Representative (1) from the ALET Trust LGB (Chair of the LGB) <ul style="list-style-type: none"> Rob Pearson (Head Teacher Bure Park Primary School) <p><i>Sponsor: Lee Nicholls, as CEO can attend the Board (non-voting)</i></p>	Representative (1) from the ALET Trust Board of Directors (Chair of the LGB) <ul style="list-style-type: none"> Graeme Laws (Bicester Vision) <p><i>Sponsor: Lee Nicholls, as CEO can attend the Board (non-voting)</i></p>
Sponsor -nominated & endorsed by partners (up to 8) <ul style="list-style-type: none"> David Kershaw (On-Systems) Carol Stanley (industry) Anjanie McKenzie (Microsoft) Vacancy 	Sponsor -nominated and endorsed by partners (up to 8) <ul style="list-style-type: none"> Mark Bodeker - community Grace Thompson - STFC Billy McNeil – RM Education David Martin – CCFE 	Community Representative <ul style="list-style-type: none"> David Dunne (former IEB link) Ann Ewens – Oxford Brookes Councillor Richard Mould (Bicester Town Council leader) Vacancy (business) 	Community Representative <ul style="list-style-type: none"> Georgina Whyatt (Oxford Brookes) Lewis Knight (BioRegional) Brian Whitford (WBS Business Logistics) TBA (secondary education experience)
Academic partner (1) <ul style="list-style-type: none"> Tony McFayden (Univ. of Reading) 	Academic partner (1) <ul style="list-style-type: none"> Paul Hogg – Royal Holloway 		
Industry partner (1) <ul style="list-style-type: none"> Martin Dix (PBA) 	Industry partner (1) <ul style="list-style-type: none"> Stephen Houseman – BMW MINI 		
Parent Representative (2) <ul style="list-style-type: none"> Sarah Fleming Sarah Clarke 	Parent Representative (2) <ul style="list-style-type: none"> Alex Birkhead Zoe Pooley 	Parent Representative (2) <ul style="list-style-type: none"> Olly Wright Sharon Wittingham 	Parent Representative (2) <ul style="list-style-type: none"> TBA TBA
Staff Representative (1) <ul style="list-style-type: none"> Jennie Hooper 	Staff Representative (1) <ul style="list-style-type: none"> TBA 	Staff Representative (1) <ul style="list-style-type: none"> Sarah Masterson 	Staff Representative (1) <ul style="list-style-type: none"> TBA

Appendix 8 – Decision Matrix (modified version of NGA Model 1 – Delegation to Local Governing Committees)

Key	
Level 1:	Members
Level 2:	Board of trustees of the multi academy trust
Level 3:	Chief executive officer
Level 4:	Local governing committee (LGC)
Level 5:	Academy principal
Blue box	Function cannot be legally carried out at this level.
✓	Action to be undertaken at this level
✓	Action to be undertaken at this level
A	Provide advice and support to those accountable for decision making
<>	Direction of advice and support

Area	Decision	Delegation				
		Members	Trust Board	CEO	LGC	Academy Principal
Governance framework						
People	Members: Appoint/Remove	✓				
	Trustees: Appoint/Remove	✓				
	Role descriptions for members	✓				
	Role descriptions for trustees/chair/ specific roles/committee members: agree		✓	<A		
	Parent trustee/committee member: elected		✓		✓	

Area	Decision	Delegation				
		Members	Trust Board	CEO	LGC	Academy Principal
	Committee chairs: appoint and remove		✓	<A		
	LGC chairs: appoint and remove		✓	<A	✓	
	Clerk to board: appoint and remove		✓			
	Clerk to LGC: appoint and remove		✓		✓	
Systems and structures	Articles of association: agree and review	✓	<A	<A		
	Governance structure (committees) for the trust: establish and review annually		✓	<A		
	Terms of reference for trust committees (including audit if required, and scheme for school committees): agree annually		✓	<A		
	Terms of reference for LGC/local committees: agree and review annually		✓	<A		
	Skills audit: complete and recruit to fill gaps		✓	<A>	✓	A
	Annual self-review of trust board and committee performance: complete annually		✓			
	Annual self-review of LGC performance: complete annually				✓	
	Chair's performance: carry out 360 review periodically		✓		✓	
	Trustee / committee member contribution: review annually		✓		✓	
	Succession: plan		✓	<A>	✓	A
	Annual schedule of business for trust board: agree		✓	<A		

Area	Decision	Delegation				
		Members	Trust Board	CEO	LGC	Academy Principal
	Annual schedule of business for LGC: agree			A>	✓	A
Reporting						
Reporting	Trust governance details on trust and academies' websites: ensure		✓	<A		
	Academy governance details on academy website: ensure		✓	<A		
	Register of all interests, business, pecuniary, loyalty for members/trustees/committee members: establish and publish		✓	<A		
	Annual report on performance of the trust: submit to members and publish		✓	<A		
	Annual report and accounts including accounting policies, signed statement on regularity, propriety and compliance, incorporating governance statement demonstrating value for money: submit		✓	<A		
	Annual report work of LGC: submit to trust and publish				✓	A
Being Strategic						
Being	Determine trust wide policies which reflect the trust's ethos and values (facilitating discussions with unions where appropriate) including: admissions; charging and remissions; complaints; expenses; health and safety, premises management; data protection and FOI; staffing policies including capability, discipline,		✓	<A		

Area	Decision	Delegation				
		Members	Trust Board	CEO	LGC	Academy Principal
Strategic	conduct and grievance: approve					
	Determine school level policies which reflect the school's ethos and values to include e.g. admissions; SEND; safeguarding and child protection; curriculum; behaviour: approve			A>	A	✓
	Central spend: agree		✓	<A		
	Management of risk: establish register, review and monitor		✓	<A>	✓	A
	Engagement with stakeholders	✓	✓	✓✓	✓	✓
	Trust's vision and strategy, agreeing key priorities and key performance indicators (KPIs) against which progress towards achieving the vision can be measured: determine		✓	<A		
	Schools vision and strategy, agreeing key priorities and key performance indicators (KPIs) against which progress towards achieving the vision can be measured: determine			A>	A	✓
	Chief executive officer: Appoint and dismiss		✓			
	Academy principal : Appoint and dismiss			✓		
	Budget plan to support delivery of trust key priorities: agree		✓	<A		
Being Strategic	Budget plan to support delivery of school key priorities: agree			A>	A	✓
	Trust's staffing structure: agree		✓	<A		

Area	Decision	Delegation				
		Members	Trust Board	CEO	LGC	Academy Principal
	School staffing structure: agree			A>	A	✓
Holding to account						
Holding to account	Auditing and reporting arrangements for matters of compliance (eg safeguarding, H&S, employment): agree		✓	<A>	✓	A
	Reporting arrangements for progress on key priorities: agree		✓	<A>	✓	A
	Performance management of the Chief Executive Officer: undertake		✓			
	Performance management of academy principal : undertake			✓	A	
	Trustee monitoring: agree arrangements		✓	<A		
	LGC member monitoring: agree arrangements				✓	A
Ensuring financial probity						
Ensuring financial probity	Chief financial officer for delivery of trusts detailed accounting processes: appoint		✓	<A		
	Trust's scheme of financial delegation: establish and review		✓	<A		
	School's scheme of financial delegation: establish and review		✓	<A		
	External auditors' report: receive and respond		✓	<A	✓	A

Area	Decision	Delegation				
		Members	Trust Board	CEO	LGC	Academy Principal
	CEO pay award: agree		✓			
	Academy principal pay award: agree			✓	A	
	Approve annual recommended pay award (subject to affordability in budgets presented by LGBs)		✓	A	A	A
	Staff appraisal procedure and pay progression: monitor and agree		✓	A>	A	✓
	Benchmarking and trust wide value for money: ensure robustness		✓	<A		
	Benchmarking and academy value for money: ensure robustness				✓	A
	Develop trust wide procurement strategies and efficiency savings programme			✓		
Education, Curriculum and Standards						
Education, curriculum and standards	Develop a set of targets to be reported to the Trust Board that enable pupil achievement and teaching quality to be reported		✓	<A		A
	Assist the school leadership team in the development of curriculum which meets the school's specific needs and ethos and has regard to: <ul style="list-style-type: none"> Any nationally recognised curriculum priorities and initiatives The obligation to provide religious education, sex education and physical education Special educational needs National testing and attainment targets 					✓

Area	Decision	Delegation				
		Members	Trust Board	CEO	LGC	Academy Principal
	<ul style="list-style-type: none"> Any teaching objectives and priorities adopted by the Trust Board for all schools 					
	Monitoring and evaluating the implementation and impact of the SDP					✓
	Quality assuring the SDP				✓	A
	Validating and challenging the grades in the SEF				✓	A
	Quality assuring the self-evaluation process in each school				✓	A
	Monitoring and evaluating behaviour, welfare, safety and engagement with stakeholders				✓	A
	Identifying pattern and trends in educational attainment and progress				✓	A
Financial Management – operating budgets						
Financial Management	Ensuring that financial regulations and procedures are implemented					✓
	Establish protocols for carry forward of school reserves		✓	<A		
	Establish protocols for schools to make use of trust reserves or carry forward		✓	<A		
	Establish protocol for shared services with SLAs through contributions from individual schools		✓	<A		
	Local budgets developed and approved			<A>	✓	A
	Local budgets used on delivery of SDP and other priorities, assisted by financial benchmarks			A>		✓

Appendix 9: Terms of Reference

Terms of Reference for the Trust Board

THE ACTIVATE LEARNING EDUCATION TRUST (“the Trust”)

TERMS OF REFERENCE FOR THE TRUST BOARD (“the Trust Board”)

PURPOSE

The Activate Learning Education Trust (ALET), as a multi-academy trust, has overall responsibility for:

- a. *Ensuring clarity of vision, ethos and strategic direction;*
- b. *Holding the CEO function and head teachers to account for the educational performance of the school and its pupils, and the performance management of staff; and*
- c. *Overseeing the financial performance of the schools and making sure money is well spent.*

The ALET will fulfil these responsibilities by:

- Defining Trust vision, values, and strategic ambitions over a 7-10 year period;
- Appointing Head Teachers and the Director of Resources, and fulfilling its role in succession planning;
- Annual performance reviews of head teachers, Director of Resource and Education Advisor;
- Setting the Trust budget and monitoring performance against this;
- Defining Trust policies. These can be adapted by the local governing bodies where required by local circumstances;
- Maintaining the risk register for the Trust, incorporating the key individual school risks; and
- Defining a standardised reporting structure for KPIs (the “KPI Dashboard”) that is used for reporting on each school’s performance to the Trust board and thereby used to hold each school to account.

Where a school in the trust is high performing, the Trust wishes to have maximum delegation for the Head Teacher (for day to day management) and the Local Governing Bodies, who will support the work of the Trust and promote the success of the Academies. Responsibility for the running of the shared services for the Trust will be delegated to the CEO function. The roles and responsibilities of the Trustees and those serving on a Local Governing Body are set out in the Scheme of Delegation.

MEMBERSHIP OF TRUST BOARD

The composition and powers of the Trust Board are subject to charity and company law and determined by the Articles of Association. Should any conflict between these Terms of Reference and the Articles arise, the Articles, as the legal framework for the Trust, shall prevail. Board members must be able to demonstrate an understanding of the vision and

values of the Trust and a commitment to fulfilling the Trust's stretch goals, drawing on specialist skills where required.

The number of Trustees shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

QUORUM

The quorum for a meeting of the Trustees, and any vote on any matter thereat, shall be any three Trustees, or where greater, any one third (rounded up to a whole number) of the total number of Trustees holding office at the date of the meeting, who are in each case present at the meeting and entitled to vote on the matters to be resolved.

RESPONSIBILITIES

Responsibilities of the Trustees are specified within the Decision Matrix.

REVIEW

In accordance with best practice, the Trust Board will carry out a regular review of the skills and experience available on the Trust Board and will seek to develop additional capacity and skills where required. Except in relation to posts held in an ex officio capacity and otherwise only in exceptional circumstances, Trustees will not seek reappointment beyond the usual 3 terms of office, a standard term of office being 4 years.

THE GENERAL EQUALITY DUTY

The Trust must have due regard to the need to:

- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Act;
- Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Protected characteristics

- Age (not pupils)
- Disability
- Ethnicity and race
- Gender
- Gender reassignment
- Marriage and civil partnership

- Pregnancy and maternity
- Religion and Belief
- Sexual identity and orientation

Terms of Reference for the Local Governing Body

THE ACTIVATE LEARNING EDUCATION TRUST (“the Trust”)

TERMS OF REFERENCE FOR THE LOCAL GOVERNING BODY (“the Local Governing Body”)

PURPOSE

Each Academy is accountable to and must serve its community. All children deserve and should expect to receive a high standard of education. Whilst the Trustees of the Trust have overall responsibility and ultimate decision making authority for all the work of the Trust, and the standards achieved by the pupils and students of the Academies, a Local Governing Body has been set up to ensure the vision of the Trust is fulfilled at the level of the individual school. The Local Governing Body is focused on the day to day life of the Academy for which it has responsibility and is there to ensure the staff working in the Academy are supported and challenged, when necessary, and the needs of the pupils and students are met.

The Local Governing Body represents the community and is responsible for all engagement with parents and the wider community. The Local Governing Body will assist the Trustees in the development of policy and strategy; advising on standards and target setting as well as daily life within the Academy and working with the Trust’s Executive function and the senior leadership teams in the Academies to secure the long term success of the Academy.

The Local Governing Body shall meet at least once a term.

MEMBERSHIP

The role of those serving on the Local Governing Body is an important one, fulfilling the Trust’s mission and providing feedback to the Trustees of the Trust. Those serving on the Local Governing Body must act independently and in the best interest of the Academies and the Trust, whilst recognising that the Academy is part of a family of schools run by the Trust each with collective responsibility. They will act as ambassadors of the Academies and the Trust and must be able to demonstrate an understanding of the ethos and values of the Trust and a commitment to fulfilling the Trust’s mission and objectives for the Academies, using their skills and experience and drawing on specialist skills where required.

Specific skills may be needed if a member of the Local Governing Body is to take responsibility for and lead on a specific area as part of a working party or when invited to serve on any of the Trust’s committees looking at finances, audit and risk management, premises, resources, standards and continuous school improvement across the Trust. A regular skills audit will be undertaken and those serving on the Local Governing Body should expect to be able to articulate their contribution to the success of the Academies.

The Local Governing Body will comply with any guidance issued from time to time by the Trust Board as to the composition of the Local Governing Body, the carrying out elections and any other matter affecting the functioning of the Local Governing Body, including the holding of meetings and the removal of Governors. Minutes of all meetings will be sent to the Director of Resources or equivalent..

The responsibilities of the Local Governing Body are specified in the Decision Matrix.

REVIEW

In accordance with best practice, the Local Governing Body will carry out a regular review of the skills and experience available on the board and will seek to develop additional capacity and skills where required. The Trust Board will review these Terms of Reference on a regular basis and will support the work of the Local Governing Body.

THE GENERAL EQUALITY DUTY

The Academies must have due regard to the need to:

- Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Act;
- Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
- Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Protected characteristics

- Age (not pupils)
- Disability
- Ethnicity and race
- Gender
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Religion and Belief
- Sexual identity and orientation

Meetings of the Local Governing Body

Subject to this Scheme of Delegation, the Local Governing Body may regulate its

proceedings as the members of the Local Governing Body deem appropriate.

The Local Governing Body shall meet at least 3 times in every school year. Meetings of the Local Governing Body shall be convened by the clerk to the Trust. In exercising his or her functions under this Scheme of Delegation the clerk shall comply with any directive given by the Trustees, the Local Governing Body, the Chair of the Local Governing Body or, in his or her absence or where there is a vacancy in the office of the Chair, the Vice-Chairman of the Local Governing Body, so far as such direction is not inconsistent with any direction given as mentioned above.

Any 3 members of the Local Governing Body may, by notice in writing given to the Clerk, requisition a meeting of the Local Governing Body; and it shall be the duty of the Clerk to convene such a meeting as soon as is reasonably practicable.

Each member of the Local Governing Body shall be given notice in writing at least seven clear days before the date of a meeting, signed by the Clerk, and sent to each member of the Local Governing Body at the address provided by each member from time to time, or electronically, along with a copy of the agenda for the meeting. Provided that where the Chair or, in his absence or where there is a vacancy in the office of Chair, the Vice-Chair, 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 are given within such shorter period as he directs.

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

A resolution to rescind or vary a resolution carried at a previous meeting of the Local Governing Body shall not be proposed at a meeting of the Local Governing Body unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

A meeting of the Local Governing Body shall be terminated if the members of the Local Governing Body so resolve or the number of members present ceases to constitute a quorum for a meeting of the Local Governing Body.

Where 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.

Where the Local Governing Body resolves to adjourn a meeting before all the items of business on the agenda have been disposed of, the Local Governing Body 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.

The quorum for a meeting of the Local Governing Body, and any vote on any matter thereat, shall be 3 Governors. The Local Governing Body may act notwithstanding any vacancies on its board, but, if the numbers of persons serving is less than the number fixed as the quorum, the continuing persons may act only for the purpose of filling vacancies.

The quorum for the purposes of any vote on the removal of a person in accordance with this Scheme of Delegation or any vote on the removal of the Chair of the Local Governing Body shall be any two-thirds (rounded up to a whole number) of the persons who are at the time persons entitled to vote on those respective matters.

Subject to this Scheme of Delegation, every question to be decided at a meeting of the Local Governing Body shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the Local Governing Body shall have one vote.

Where there is an equal division of votes, the Chair of the meeting shall have a casting vote in addition to any other vote he may have.

The proceedings of the Local Governing Body shall not be invalidated by: any vacancy on the LGB or any defect in the election, appointment or nomination of any person serving on the LGB.

A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the Local Governing Body or of a subcommittee of the Local Governing Body, shall be valid and effective as if it had been passed at a meeting of the Local Governing Body or (as the case may be) a subcommittee of the Local Governing Body duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the Local Governing Body and may include an electronic communication by or on behalf of the Local Governing Body indicating his or her agreement to the form of resolution providing that the member has previously notified the Local Governing Body in writing of the email address or addresses which the member will use.

The Local Governing Body shall ensure that a copy of the agenda for every meeting of the Local Governing Body, the draft minutes of every such meeting, if they have been approved by the person acting as the Chair of that meeting, the signed minutes of every such meeting and any report, document or other paper considered at any such meeting are, as soon as is reasonably practicable, made available at each 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 Local Governing Body is satisfied should remain confidential.

Any member of the Local Governing Body shall be able to participate in meetings of the Local Governing Body by telephone or video conference provided that he or she has given notice of his or her intention to do so, detailing the telephone number on which he or she can be reached and/or appropriate details of the video conference suite from which he or she shall be taking part at the time of the meeting at least 48 hours before the meeting; and that the Local Governing Body has 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.

Notices

Any notice to be given to or by any person pursuant to this Scheme of Delegation (other than a notice calling a meeting of the Local Governing Body) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Scheme of Delegation, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.

A notice may be given by the Local Governing Body to its members either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Local Governing Body by the member. A member whose registered address is not within the United Kingdom and who gives to the Local Governing Body an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Local Governing Body.

A member of the Local Governing Body present, either in person or by proxy, at any meeting of the Local Governing Body shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

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

Subject to the provisions of the Companies Act 2006 every member of the Local Governing Body 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 or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

SUB-COMMITTEES TO THE LOCAL GOVERNING BODY

The Local Governing Body may decide to conduct some of its business through the formation of sub-committees to the Local Governing Body. These may function as advisory bodies only to the Local Governing Body and may cover, for example, scrutiny of finances, plus interaction with specific groups pertinent to the running of the academy (for example, employer groups for UTCs or Studio Schools).

These sub-committees can make advisory recommendations to the Local Governing Body, who can then take decisions based on this advice, subject to this being consistent with the Decision matrix and scheme of delegation.

Proposed Terms of Reference for Trust sub-committee

Audit Committee

Membership

3 members comprising of:

- 3 members of the Multi Academy Trust Board.

It is preferable that the Chair of the Committee has Financial and/or Audit and Governance experience.

The Chair will be appointed by the Trust Board.

In addition, a Clerk will be appointed to assist with the administration of the Committee. Members of the Executive Team will be required to attend via invitation, along with other staff as the need arises.

Period of Office

The members of the Committee shall serve for a period of two years, and are eligible for re- election.

Membership shall cease by:

- mutual agreement
- resignation as either a Trustee or Employee

Meetings

The Committee will meet at least three times per year, usually at least two weeks prior to the Trust Board meeting.

Quorum

At least one member and the Chair.

Authority

The Audit Committee is a Committee of the Board and is authorised to investigate any activity within its terms of reference or specifically delegated to it by the Board. It is

authorised to request any information it requires from any employee, external audit, internal audit or other assurance provider.

The Audit Committee is authorised to obtain outside legal or independent professional advice it considers necessary, normally in consultation with the Accounting Officer and Chair of the Trust Board. However, the Audit Committee may not incur expenditure in excess of [figure TBC] in any single financial year without the prior approval of the Trust Board.

Purpose

The purpose of the Audit Committee is to oversee the external Audit of Trust accounts.

Duties

The duties of the Audit Committee are to:

- undertake detailed review of the Audited Annual Statement for the Trust and any recommendations from the auditors, including those related to financial controls and systems.
- Commission any internal audit work, as appropriate and as highlighted by the risk register.
- Make recommendations to the Trust Board with regard to the appointment, re-appointment, dismissal and remuneration of the external auditor.

Administration

The Audit Committee will meet at least once per year in order to review the Audited Financial Statement prior to this going to the Trust Board. , In addition, the following requirements will be met:

- The Chair of the Trust Board cannot be a member of the Audit Committee.
- The Chair of the Audit Committee will be a Trustee of the Trust
- The Accounting Officer, Head Teachers and any other paid staff will have no voting rights and cannot Chair the Committee
- Agendas will be agreed in advance by the Chair of Audit Committee, with all required papers and reports circulated at least five working days in advance of the meeting.

Proposed Terms of Reference for Trust sub-committee

Education Standards Committee

Membership

3 members comprising of:

- 3 members of the Trust Board.

The Chair will be appointed by the Trust Board.

In addition, a Clerk will be appointed to assist with the administration of the Committee. The Education Adviser and members of the Executive Team will be required to attend via invitation, along with other staff as the need arises.

Period of Office

The members of the Committee shall serve for a period of two years, and are eligible for re-election.

Membership shall cease by:

- mutual agreement
- resignation as either a Trustee or Employee

Meetings

The Committee will meet at least once per year at least two weeks prior to the Trust Board meeting to which it reports.

Quorum

At least one member and the Chair.

Authority

The Education Standards Committee is a Committee of the Board and is authorised to investigate any activity within its terms of reference or specifically delegated to it by the Board.

Purpose

With regard to the Trust, the Education Standards Committee is to maintain oversight of monitoring and evaluating pupil achievement and the quality of teaching, ensuring the Trust provides a high quality learning experience and delivers a broad and balanced curriculum in keeping with the Trust's vision and values, all pupil needs and legal requirements.

Duties

The duties of the Education Standards Committee are to:

- a. Advise the Trust Board on the appropriate KPIs to be reported to the MAT that enable pupil achievement and teaching quality to be monitored;
- b. Scrutinise KPI data to ensure it is robust; and
- c. Scrutinise external data on school performance including RAISE online, and report to the Trust.
- d. Report or make recommendations to the Trust Board on the School Development Plan, and
- e. Take appropriate action on any other relevant matter referred by the Trust.

Administration

The Education Standards Committee will meet at least once per year, usually at least two weeks in advance of the Trust Board meeting to which it will report. In addition, the following requirements will be met:

- The Chair of the Trust Board cannot be a member of the Education Standards Committee;
- The Chair of the Education Standards Committee will be a Trustee of the Trust;
- Any paid staff will have no voting rights and cannot chair the Committee; and
- Agendas will be agreed in advance by the Chair of Education Standards Committee, with all required papers and reports circulated at least five working days in advance of the meeting.

Proposed Terms of Reference for Trust sub-committee

Appointments and Remuneration Committee

Membership

3 members comprising of:

- 3 members of the Trust Board and LGB Chairs.

The Chair will be appointed by the Trust Board.

In addition, a Clerk will be appointed to assist with the administration of the Committee.

Period of Office

The members of the Committee shall serve for a period of two years, and are eligible for re-election.

Membership shall cease by:

- mutual agreement
- resignation as either a Trustee or Employee

Meetings

The Committee will meet annually.

Quorum

At least one Trustee, the Chair and LGB Chairs.

Authority and Purpose

The Appointments and Remuneration Committee is a Committee of the Board and is authorised to review the pay of the executive staff – the head teachers and other staff appointed in a trust-wide executive capacity- and receive feedback on pay and progression of all school staff and will meet as appropriate to appoint head teachers.