



**Evolution Academy Trust**  
**Progress through Partnership**

## **Terms of Reference for Local Governing Body (LGB)**

*(updated January 2022)*

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### **Section 1: Constitution and Membership**

#### **1 Terms of Reference**

1.1 These terms of reference are drafted and maintained by the Trust. The Trustees may make amendments to these terms of reference from time to time, as described in the Trust's Articles of Association.

1.2 In the event that amendments are made, the Trust shall notify the Chair of each Local Governing Body, who shall be expected to make the other Governors aware of such changes.

#### **2 Membership**

2.1 In usual circumstances there are 7 members of each LGB, including for Federated LGBs. However, the LGB of each academy has the option of varying this according to specific circumstances. Additional other governors may be appointed at the discretion of the Trust.

The governing body will normally include:

- Academy Headteacher
- 1 staff representative
- 2 parent representatives
- 2 community representatives

2.2 Term: Local Governors will be appointed for terms of 4 years. Subject to remaining eligible to be a Governor any Governor may be re-appointed for consecutive periods not exceeding 8 years in total but thereafter a Governor shall not be eligible for re-appointment until one year after his or her retirement, unless agreed exceptionally by resolution of the Trustees that he or she shall be eligible to serve for a further consecutive term. For the avoidance of doubt, a Governor's term of office shall not include any time served as a governor of a predecessor school to an academy.

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

2.4 Appointment of School Governors should be by application, interview and then by vote if more than one member applies.

2.5 The Governors are not, and nothing within this document is intended to make them, charity trustees within the terms of section 97(1) of the Charities Act 1993 (although a Governor may also be a Trustee). Each Governor shall act in the best interests of the Trust and academy at all times.

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

2.7 The Trustees reserve the right to withdraw delegated powers from the Local Governing Body and disband it at any time.

2.8. The Trustees reserve the right to replace the LGB with a **Transition Board** if there are significant concerns about performance of the academy, leadership, governance or safeguarding.

2.9 Each Governor shall also be required to carry out training to ensure their skills and knowledge are up to date at least once per year, including safeguarding training.

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

### **3 The Trust and Local Governing Body**

3.1 The Trust is a charitable company limited by guarantee. It has entered into a Master Funding Agreement with the Department for Education and a Supplemental Funding Agreement in respect of the academy (together the "Funding Agreements") and so it is the Trust that is ultimately responsible to the Department for Education pursuant to the Funding Agreements.

3.2 The Trustees are the charity trustees (within the terms of section 97(1) of the Charities Act 1993) and responsible for the general control and management of the administration of the Trust in accordance with the provisions set out in the Articles of Association of the Trust.

3.3 The Local Governing Body shall be a Committee of the Trustees established pursuant to articles [88 to 93A] of the Articles of Association of the Trust.

3.4 As described in paragraph 9.1 below, the Trust shall appoint the Chair and Vice-Chair of the Local Governing Body.

#### **4 Resignation & Removal of Governors**

4.1 A Governor may at any time resign their office by giving notice in writing to the Clerk to the Local Governing Body. A Governor shall cease to hold office if he is removed by the person or persons who appointed him. This provision does not apply in the case of the Parent or Staff Member. The Trustees may terminate the appointment of any Governor whose presence or conduct is deemed by the Trustees not to be in the best interests of the Trust or the academy.

4.2 Any Staff Member shall automatically cease to hold office if he ceases to be employed at the academy. However, a Parent Governor shall not automatically cease to hold office solely by reason of the child (of whom that Parent Governor is a parent or carer) ceasing to be a pupil at the academy.

4.3 No person shall be qualified to be a Governor unless he is aged 18 or over at the date of his election or appointment. No current pupil of the academy shall be a Governor.

4.4 A Governor shall cease to hold office if he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs. A Governor shall cease to hold office if he is absent without the permission of the Governors from all their meetings held within a period of six months and the Governors resolve that this office be vacated. A Governor shall cease to hold office if he would be disqualified from acting as a charity trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).

4.5 Where a person becomes disqualified from holding, or continuing to hold office as a Governor and **he is, or is proposed, to become such a Governor, he shall upon becoming so disqualified give written notice of that fact to the Clerk to the Local Governing Body.**

#### **5 Appointment of the Clerk to Governors**

5.1 The Clerk to Governors shall be appointed by the Local Governing Body for such term, at such remuneration and upon such conditions as they may think fit; and any Clerk so appointed may be removed by them. The Clerk shall not be a Governor. Notwithstanding this paragraph, the Governors may, where the Clerk fails to attend a meeting of theirs, appoint an other person to act as Clerk for the purposes of that meeting.

#### **6 Appointment of Chair and Vice Chair of LGB**

6.1 The Chair and Vice-Chair of the Local Governing Body shall be appointed at the start of each academic year by The Trust from among the community or Parent Governors.

6.2 Where The Trust consider that there is not a suitable Chair or Vice-Chair among the community Governors, or there is an immediate need to fill an vacant role, the Executive Leadership Team or Trustee shall fulfil the role until such time as a suitable community Governor can be found.

## 7 Governor Meetings

7.1 The Local Governing Body shall meet at least **once in every term**, and shall hold such other meetings as may be necessary. It is expected that Chairs will work closely with Headteachers to determine the range of meetings per year from 3 to 6, based on the unique needs of the school.

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

7.3 A special meeting of the Local Governing Body shall be called by the Clerk whenever requested by the Chair or at the request in writing by any three Governors. Where there are matters demanding urgent consideration, the Chair or, in his absence, the Vice-Chair may waive the need for seven days' notice of the meeting and substitute such notice as he/she thinks fit.

7.4 Meetings of the Local Governing Body shall be quorate if three or one-third of members are present (whichever is greater), which must include at least one community Governor. If the number of Governors assembled for a meeting of the Local Governing Body does not constitute a quorum, the meeting shall not be held. If in the course of a meeting of the Local Governing Body the number of Governors present ceases to constitute a quorum, the meeting shall be terminated forthwith. If for lack of a quorum a meeting cannot be held or, as the case may be, cannot continue, the Chair shall, if he/she thinks fit, determine the time and date at which a further meeting shall be held and shall direct the Clerk to convene the meeting accordingly.

7.5 Every question to be decided at a meeting of the Local Governing Body shall be determined by a majority of the votes of the Governors present and voting on the question. Every Governor shall have one vote. Where there is an equal division of votes the Chair of the meeting shall have a second or casting vote. A Governor may not vote by proxy.

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

7.7 If it is necessary for an LGM meeting to take place remotely, due to health and safety or other reasons, this must be considered and supported.

## 8 Minutes and Publication

8.1 At every meeting of the Local Governing Body the minutes of the last meeting shall be taken as the first agenda item after any apologies, except in cases where the Governors present decide otherwise, and, if agreed to be accurate, shall be signed as a true record. **These minutes will be saved on Governor Hub.**

8.2 The Clerk to the Local Governing Body shall ensure that a copy of the agenda for every meeting of the Governors, the draft minutes of every such meeting (if they have been approved by the Chair of that meeting), the signed minutes of every such meeting and any report, document or other paper considered at any such meeting are, as soon as is reasonably practicable, made available via Governor Hub.

## **9 Delegation of Functions and Committees**

9.1 Subject to these terms of reference the Local Governing Body may not establish sub-committees.

9.2 An LGB may invite attendance by persons who are neither Governors nor committee members where such attendance is considered by the members of the Committee to benefit its deliberations.

9.3 Subject to these terms of reference the Chair of the Local Governing Body shall have delegated powers to act on behalf of the Local Governing Body in between meetings where urgent action is needed and there is no time to call a meeting (“Urgent” is defined in the relevant legislation as delay being seriously detrimental to the interests of the academy or an individual connected with the academy)

## **10 Conflicts of Interest**

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

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

10.3 All Governors shall complete a declaration of interests form on joining the Local Governing Body and at the start of each academic year.

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