

Terms of Reference for Partnership Boards

Hamwic Education Trust (the "Trust")

Statement of Intent

The Partners recognise the Trust ethos is built upon the creation of local communities of schools working together through the establishment of Partnership Boards.

The Partners undertake to work with the Board of Directors and Local Governing Bodies to protect, as far they are able and is within their control, this aspect of the Trust's ethos.

1. INTRODUCTION

- 1.1 Hamwic Education Trust (the "Trust") is governed by a Board of Directors (the "Directors") who are accountable to the Department for Education and have overall responsibility and ultimate decision making authority for all the work of the Trust, including the establishing and running of the academies operated by the Trust.
- 1.2 The academies set out in Schedule 1 Part 1 are currently operated by the Trust.
- 1.3 In order to assist with the discharge of their responsibilities, and recognising that collaboration and Partnership with the Academies will raise standards and improve achievement levels for the benefit of children and communities, the Directors intend to establish Partnership Boards to oversee the Academies within a specific geographic area ("Areas"). The first Partnership Boards are set out in Schedule 1 Part 2. for each.
- 1.4 It is also the intention of the Directors to establish a Local Governing Body ("LGB") for each Academy. Where no LGB has been established, any delegation to an LGB in the Scheme of Delegation is to be read as a delegation to the relevant Partnership Board.
- 1.5 The Directors may for any sponsored Academy establish an interim governing body with such members and such delegated powers as it decides (such delegation shall be set out in a separate delegation document).
- 1.6 The Directors may review these terms of reference at any time but shall review them at least annually.
- 1.7 These terms of reference may only be amended by the Board of Directors in consultation with the Governance & Ethos Committee.

2. CONSTITUTION

- 2.1 Members of the Partnership Board shall be known as "Partners".
- 2.2 The Directors have the right to appoint such persons to the Partnership Board as they shall determine from time to time.
- 2.3 Subject to clause 2.2, the composition of the Partnership Boards shall be as follows:
 - 2.3.1 the Chairs of each LGB within the relevant Area;

- 2.3.2 the School Leaders of each Academy within the relevant Area; and
- 2.3.3 other persons co-opted to the Partnership Board (but not a majority) by the Partners.
- 2.4 Subject to clause 2.3, it is for the Partnership Board to determine its size and make up and Partners may be appointed solely on skills based criteria.
- 2.5 The procedure for the appointment and the removal of Partners is set out in Annex 1.

3. RELATIONSHIP BETWEEN THE DIRECTORS AND PARTNERSHIP BOARD

3.1 The Directors and the Partnership Board intend to work together to:

- 3.1.1 deliver and uphold the visions and value of the Trust;
- 3.1.2 protect the community ethos of each Academy within the Area;
- 3.1.3 protect and preserve each Academy within the Area so that they all develop within the Trust; and
- 3.1.4 respect the character, ethos and values of each Academy within the Area.

3.2 The Partnership Board shall in carrying out its role:

- 3.2.1 promote high standards and aim to ensure that students and pupils are attending a successful school which provides them with a good education and supports their well-being;
- 3.2.2 be responsible to the Directors for its actions and follow the expectations of Partners as laid down by the Directors;
- 3.2.3 to establish that it is competent, accountable, independent and diverse that promotes best practice in governance;
- 3.2.4 to ensure that its Partners promote and uphold high standards of conduct, probity and ethics;
- 3.2.5 act as an ambassador for and to promote the Trust and Partnership.

3.3 The Directors shall support the work of the Partnership Board by:

- 3.3.1 setting a clear strategic vision to allow the Partnership Board to set and achieve its own aims and objectives within such vision;
- 3.3.2 ensuring that systems are put in place to allow the Partners to be presented with timely and good data to allow the Partnership Board to analyse Academy performance in order to support and challenge the School Leaders and the senior leadership team of the Academy; and
- 3.3.3 ensuring that the Partners have access to high quality training.

3.4 Without prejudice to the Directors' other rights to remove any partner and the Directors' right to amend these terms of reference at any time (in consultation with the Governance & Ethos Committee), where the Directors have concerns about the performance of a Partnership Board they may amongst other actions:

- 3.4.1 require the relevant Partnership Board to adopt and comply with a governance action plan in such form as determined by the Directors;
- 3.4.2 Directors of HET have the right to appoint a Partner to a Partnership Board;

- 3.4.3 suspend or remove any or all of the matters delegated to the Partnership Board;
- 3.4.4 suspend or remove any or all of the Partners of the relevant Partnership Board;
- 3.5 Where a Partnership Board is operating as an LGB for an Academy within the relevant Area, the Directors may also take any or all of the actions specified in clause 3.4 where:
 - 3.5.1 the Partnership Board (as an LGB) has acted outside these terms of reference or the Scheme of Delegation;
 - 3.5.2 there are concerns about financial matters of the Academy;
 - 3.5.3 insufficient progress is being made against educational targets (including where intervention by the Secretary of State is being considered or carried out);
 - 3.5.4 the Academy is placed in a category by Ofsted or the Trust's "Managed Service Standards Team";
 - 3.5.5 there has been a breakdown in the way the Academy is managed or governed;
 - 3.5.6 the safety of pupils or staff is threatened, including a breakdown of discipline; or
 - 3.5.7 the Directors consider such removal of power or responsibility appropriate in all of the circumstances.
- 3.6 The circumstances listed in paragraphs 4.4 are illustrative only and shall not limit the rights of the Directors to suspend or remove any or all of the matters delegated to a Partnership Board which is acting as an LGB.

4. DELEGATION TO THE PARTNERSHIP BOARD

- 4.1 The Partnership Board shall have the roles set out in the Scheme of Delegation and any other role that the Directors agree shall be carried out by the Partnership Board and that is communicated in writing to the Chair of the Partnership Board.
- 4.2 In the exercise of its delegated powers and functions for the Academies within its Area, the Partners of the Partnership Board shall:
 - 4.2.1 ensure that the Academies are conducted in accordance with the objects of the Trust, the terms of any trust governing the use of the land which is used for the purposes of the Academies, any agreement entered into with the Secretary of State for the funding of the Academies and these terms of reference;
 - 4.2.2 promptly implement and comply with any policies or procedures communicated to the Partnership Board by the Directors from time to time;
 - 4.2.3 review its own policies and practices on a regular basis, in view of any advice or recommendations made by the Directors;
 - 4.2.4 work closely with the Directors and act with integrity, objectivity and honesty in the best interests of the Trust and the Academies;
 - 4.2.5 be open about decisions and be prepared to justify those decisions;
 - 4.2.6 keep confidential all information of a confidential nature obtained by them relating to the Academies and the Trust; and
 - 4.2.7 adopt financial prudence in managing the financial affairs of the Trust in so far as these relate to the Academies and are delegated to them.

- 4.3 Each partner shall be required to take part in regular self-review and is accountable for meeting his own training and development needs. It is a partner's responsibility to consider if, and raise any concerns where, he feels that appropriate training and development is not being provided.
- 4.4 Partners shall be expected to report to the Trust against performance measures which have been set for the Partnership Board and provide such data and information regarding the business of the Partnership Board, the Academies within its Area and the pupils attending the Academies as the Directors may require from time to time.
- 4.5 Annex 3 sets out the powers retained by the Trust.
- 4.6 For the avoidance of doubt, where a power is not expressly delegated to the Partnership Board it will be deemed to have been retained by the Trust regardless of whether it is specified in Annex 3.
- 4.7 Annex 3 may be reviewed by the Directors at any time but shall be reviewed at least annually. Directors reserve the right to remove or alter any delegation at any time, whilst having due regard to, but not being bound by, the views of the Partnership Board.

Schedule 1:

Part 1: Academies operated within the Trust

Jefferys Education Partnership

- Upper Shirley High School
- Wordsworth Primary School
- Hollybrook Junior School
- Hollybrook Infant School
- Shirley Junior School
- Shirley Infant School
- Southampton Hospital School

Edwin Jones Partnership

- Harefield Primary School
- Beechwood Junior School
- Glenfield Infant School
- Townhill Infant School
- Weston Park Primary School

Ridings Partnership

- Gatcombe Park Primary School
- Westover Primary School

Hillary Trust

- Hamworthy Park Junior
- Twins Sails Infant and Nursery School
- Bearwood Primary and Nursery School
- Springdale First School

Poole Partnership

- Branksome Heath Junior School
- Sylvan Infant School
- Bishop Aldhelm's Church of England Primary School
- Talbot Primary School

Part 2: Partnership Boards

- a) Jefferys Education Partnership
- b) Edwin Jones Partnership
- c) Ridings Partnership
- d) Hillary Partnership
- e) Poole 2
- f) Southampton 2

Annex 1 – Appointment and Removal of Partners

1. School Leaders

- 1.1 The School Leaders of each Academy within the Partnership Board's Area shall be a Partner until he or she ceases to be a School Leader.
- 1.2 If a School Leader is unable to act as a Partner, he or she may give notice to the Partnership Board of his or her unwillingness to act as a Partner.
- 1.3 If a School Leader gives notice to the Partnership Board in accordance with 1.2, the Partnership Board may, with the consent of the Directors, appoint a member of the relevant Academy's senior leadership team who shall be a Partner until he or she ceases to be a member of the senior leadership team.

2. Chairs of LGBs

- 2.1 The Chair of each LGB within the Partnership Board's Area shall be a partner until he or she ceases to be Chair.
- 2.2 If a Chair of an LGB is unable to act as a partner, he or she may give notice to the Partnership Board of his or her inability to act as a Partner.
- 2.3 If a Chair of an LGB gives notice to the Partnership Board in accordance with 2.2, the Partnership Board may, with the consent of the Directors, appoint a governor of the relevant Academy's LGB who shall be a Partner until he or she ceases to be a governor of the LGB.

3. Co-opted Partners

- 3.1 Co-opted Partners of the Partnership Board shall be appointed by the Partners. He or she must be:
 - a) a person who lives or works in the community served by the Partnership Board; or
 - b) a person who, in the opinion of the Partnership Board, has the necessary skills set and is committed to the governance and success of the Partnership Board.

4. Trust Appointed Partner

- 4.1 The Directors of HET have the right to appoint a Partner to a Partnership Board.

5. Term of office

- 5.1 The term of office for any co-opted Partner shall be confirmed on appointment with such term being no more than 4 years and no less than 2 years.
- 5.2 A co-opted Partner may be re-appointed or re-elected to the Partnership Board.

6. Resignation and removal

- 6.1 A person serving on the Partnership Board shall cease to hold office if:
 - a) he resigns his office by giving notice in writing to the clerk of the LGB;
 - b) the School Leaders (or member of the senior leadership team) ceases to work at the Academy;
 - c) the Chair of an LGB (or governor of an LGB) ceases to be a governor of the LGB;

- d) the Directors terminate the appointment of a partner whose presence or conduct is deemed by the Directors, at their sole discretion, not to be in the best interests of the Trust or the Partnership Board;
- e) he or she has, without the consent of the Partnership Board, failed to attend Partnership Board meetings for a continuous period of six months, beginning with the date of the first such meeting he or she failed to attend and the Chair agree that the term of office should be terminated.

6. Disqualification of Partners of the Partnership Board

- 6.1 A person shall be disqualified from serving on the Partnership Board if he would not be able to serve as a Trustee in accordance with Articles 68-80 of the Articles.

7. Appointment and removal of Chair and Vice Chair

- 7.1 The Chair and Vice Chair of the Partnership Board shall be elected by the Partnership Board. The appointment of the Chair and Vice Chair shall be recommended to the Directors for approval, such approval will not be unreasonably withheld.
- 7.2 The term of office of the Chair and Vice Chair shall be 2 years. Subject to remaining eligible to be a partner, any partner may be re-appointed as Chair or Vice Chair of the Partnership Board.
- 7.3 The Chair or Vice Chair may at any time resign his office by giving notice in writing to the Directors. The Chair or Vice Chair shall cease to hold their office if:
 - a) He/she ceases to serve on the Partnership Board;
 - b) He/she is employed by the Trust whether or not at an Academy (save that this does not apply where the Chair or Vice Chair is a School Leader of an Academy within the Partnership Board's Area); or
 - c) In the case of the Vice Chair, he/she is appointed to fill a vacancy in the office of the Chair.
- 7.4 Where the Chair is absent from any meeting or there is at the time a vacancy in the office of the Chair, the Vice Chair shall act as the Chair for the purposes of the meeting. Where the Vice Chair is also absent from the meeting or there is at the time a vacancy in the office of Vice Chair, the Partners of the Partnership Board shall elect one of their number to act as chair for the purposes of that meeting.

8. Committees

- 8.1 Subject to the prior agreement of the Directors, the Partnership Board may establish subcommittees who may include individuals who are not Partners of the Partnership Board, provided that such individuals are in a minority.
- 8.2 The Partnership Board may delegate to a subcommittee or any person serving on the Partnership Board such of their powers or functions as they consider desirable. Any such delegation may be made subject to any conditions either the Directors or the Partnership Board may impose and may be revoked or altered. The person or subcommittee shall report to the Partnership Board in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Partnership Board immediately following the taking of the action or the making of the decision.

Annex 2 – Proceedings of the Partnership Board

1. Clerk

1.1 The Partners shall appoint a clerk to the Partnership Board who shall not be a partner. In the absence of a clerk, the Partnership Board shall elect a replacement for that meeting.

1.2 The responsibilities / functions of the Clerk to the Partnership Board are as follows:

- convene meetings of the Partnership Board including sending notices and papers of meetings;
- attend meetings of the Partnership Board and ensure minutes are produced;
- maintain a register of members of the Partnership Board including their terms of office and report any vacancies to the Partnership Board;
- maintain a register of business interests of Partnership Board Partners;
- maintain a register of Partners' attendance at meetings and report on non-attendance to the Partnership Board;
- report to the Partnership Board as required on the discharge of the Clerk's functions; and
- perform such other functions as shall be determined by the Partnership Board from time to time.

2. Meetings

2.1 The Partnership Board shall meet at least once in every term and shall hold such other meetings as may be necessary.

2.2 Meetings of the Partnership Board shall be convened by the Clerk to the Partnership Board, who shall send the Partners written notice of the meeting and a copy of the agenda at least seven clear days in advance of the meeting. Where there are matters demanding urgent consideration, the Chair may waive the need for seven days' notice of the meeting and substitute such notice as he thinks fit.

2.3 Any Partner shall be able to participate in meetings of the Partners by telephone or video conference provided that he has given reasonable notice to the Clerk of the Partnership Board and that the Partners have access to the appropriate equipment.

2.4 The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof or any defect in the election, appointment or nomination of any person serving on the Partnership Board.

2.5 The Partners may invite any persons who are not Partners to attend the whole or part of any meeting for purposes connected with the meeting.

2.6 The Directors may attend a Partnership meeting giving notice of attendance to the Chair.

3. Quorum

3.1 The quorum for a meeting of the Partnership Board, and any vote on any matter at such a meeting, shall be any three of the Partners of the Partnership Board, or, where greater, any one third (rounded up to a whole number) of the total number of Partners of the Partnership Board at the date of the meeting.

4. Voting

- 4.1 Every matter to be decided at a meeting of the Partnership Board shall be determined by a majority of the votes of the Partners present and entitled to vote on the matter. Every Partner shall have one vote. Where there is an equal division of votes, the Chair of the meeting shall have the casting vote. A Partner may not vote by proxy.
- 4.2 Any Partner who is also an employee of the Trust shall withdraw from that part of any meeting of the Partnership Board at which his/her remuneration, conditions of service, promotion, conduct, suspension, dismissal or retirement are to be considered.
- 4.3 A resolution in writing, signed by all the Partners shall be valid and effective as if it had been passed at a meeting of the Partners duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Partners.

5. Conflicts of Interest

- 5.1 Any Partner who has or may have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest (as defined below)) which conflicts or may conflict with his duties as a partner of the Partnership Board shall disclose that fact to the Partnership Board as soon as he becomes aware of it. A person must absent himself from any discussions of the Partnership Board in which it is possible that a conflict will arise between his duty to act solely in the interests of the Partnership Board and its Academies and any duty or personal interest (including but not limited to any Personal Financial Interest).
- 5.2 A Partner of the LGB has a personal financial interest if he, or any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the partner or any person living with the partner as his or her partner, is in the employment of the Trust or is in receipt of remuneration or the provision of any other benefit directly from the Trust or in some other way is linked to the Trust or an Academy within the Partnership Board's Area.

6. Minutes of meetings

- 6.1 At every meeting of the Partnership Board the minutes of the last meeting shall be taken as the first agenda item after any apologies and, if agreed to be accurate, shall be signed as a true record.
- 6.2 The Clerk to the Partnership Board shall ensure that a copy of the agenda for every meeting of the Partners, the draft minutes of every such meeting (if they have been approved by the Chair of that meeting), the signed minutes of every such meeting and any report, document or other paper considered at any such meeting are, as soon as is reasonably practicable, made available to the Company Secretary of the Trust.

Annex 3 – Reserved Matters

The Reserved Matters are:

Members

(subject to such other consents/ requirements as might be required by law or the Funding Agreement)

- 1 to change the name of the Academy Trust
- 2 to change the Objects (which would require Charity Commission and Secretary of State consent in any event)
- 3 to change the structure of the Board of Directors
- 4 to amend the Articles of Association
- 5 to amend this Scheme
- 6 to pass a resolution to wind up the Academy Trust
- 7 to appoint the auditors (save to the extent that the Directors may make a casual appointment)

Directors

(subject to such other consents/ requirements as might be required by law or the Funding Agreement)

- 8 to change the name of the Academies
- 9 to determine the educational character, mission or ethos of the Academies
- 10 to adopt or alter the constitution and terms of reference of any committee of the Board of Directors
- 11 to terminate a supplemental funding agreement for an Academy
- 12 to establish a trading company
- 13 to sell, purchase, mortgage or charge any land in which the Academy Trust has an interest
- 14 to approve the annual estimates of income and expenditure (budgets) and major projects
- 15 to appoint investment advisors
- 16 to sign off the annual accounts;
- 17 to appoint or dismiss, the Chief Executive Officer, the Deputy Chief Executive Officer, the Company Secretary or the Clerk to the Directors;
- 18 to settle the division of executive responsibilities between the Directors on the one hand and Chief Executive Officer, the Deputy Chief Executive Officer and the School Leaders on the other hand, and to settle the division of executive responsibilities between those

individuals

- 19 to do any other act which the Funding Agreement expressly reserves to the Board of Directors or to another body (including for the avoidance of doubt, terminating the Funding Agreement or any part of it)
- 20 to do any other act which the Articles expressly reserve to the Board of Directors or to another body
- 21 to do any other act which the Board of Directors determine to be a Reserved Matter from time to time