

Appendix B

FUNCTIONING OF THE ACADEMY COMMITTEE

- 1. CHAIRMAN AND VICE-CHAIRMAN OF THE ACADEMY COMMITTEE**
- 1.1. The Academy Representatives to the Academy Committee shall each school year, at their first meeting in that year, elect a chairman and a vice-chairman to serve until a successor is appointed or a vacancy occurs as envisaged in paragraph 1.3. The chairman's position shall always be held by an Academy Foundation Representative. An Academy Foundation Representative who is at the time of election already a Director of the Company shall be eligible for election as chairman or vice-chairman. The Principal of the Academy is not eligible to stand for election as chairman or vice-chairman.
- 1.2. Subject to paragraph 1.4, the chairman or vice-chairman shall hold office as such until his successor has been elected in accordance with this clause 1.
- 1.3. The chairman or vice-chairman may at any time resign his office by giving notice in writing to the clerk of the Academy Committee who shall notify the Directors. The chairman or vice-chairman shall cease to hold office if:
 - 1.3.1. he ceases to serve on the Academy Committee;
 - 1.3.2. he is employed by the Company whether or not at the Academy;
 - 1.3.3. he is removed from office in accordance with this Scheme; or
 - 1.3.4. in the case of the vice-chairman, he is elected in accordance with this Scheme to fill a vacancy in the office of chairman.
- 1.4. Where by reason of any of the matters referred to in paragraph 1.3, a vacancy arises in the office of chairman or vice-chairman, the Academy Representatives shall at the next meeting of the Academy Committee elect one of their number to fill that vacancy.
- 1.5. Where the chairman is absent from any meeting or there is at the time a vacancy in the office of the chairman, the vice-chairman shall act as the chair for the purposes of the meeting.
- 1.6. Where in the circumstances referred to in paragraph 1.5 the vice-chairman is

also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the Academy Representatives shall elect one of their number to act as a chairman for the purposes of that meeting; the Principal may not be elected.

- 1.7. Any election of the chairman or vice-chairman which is contested shall be held by secret ballot.
- 1.8. The chairman or vice-chairman may only be removed from office by the Directors at any time or by the Academy Committee in accordance with this Scheme.
- 1.9. A resolution to remove the chairman or vice-chairman from office which is passed at a meeting of the Academy Committee shall not have effect unless:
 - 1.9.1. it is confirmed by a resolution passed at a second meeting of the Academy Committee held not less than fourteen days after the first meeting; and
 - 1.9.2. the matter of the chairman's or vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.
- 1.10. Before a resolution is passed by the Academy Committee at the relevant meeting as to whether to confirm the previous resolution to remove the chairman or vice-chairman from office, the person or persons proposing his removal shall at that meeting state their reasons for doing so and the chairman or vice-chairman shall be given an opportunity to make a statement in response.

2. CONFLICTS OF INTEREST

- 2.1. Any Academy Representative who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a member of the Academy Committee shall disclose that fact to the Academy Committee as soon as he becomes aware of it. An Academy Representative must absent himself from any discussions of the Academy Committee 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).

2.2. For the purpose of paragraph 2.1, a person has a Personal Financial Interest if he is in the employment of the Company or is in receipt of remuneration or the provision of any other benefit directly from the Company or in some other way is linked to the Company or the Academy.

2.3. In any conflict between any provision of this Scheme and the Articles, the Articles shall prevail.

2.4. Any disagreement between the Principal and any of the other Academy Representatives shall be referred to the Directors for their determination.

3. **THE CLERK**

3.1. The Directors must appoint a clerk to each Academy Committee.

3.2. The Principal cannot be appointed clerk of the Academy Committee.

3.3. If the clerk does not attend an Academy Committee meeting the Academy Representatives can appoint a member of the committee (but not the Principal) to act as clerk for that meeting.

4. **THE MINUTES**

4.1. The minutes of the proceedings of a meeting of the Academy Committee shall be drawn up and entered into a book kept for the purpose by the person authorised to keep the minutes of the Academy Committee; and shall be signed (subject to the approval of the members of the Academy Committee) at the same or next subsequent meeting by the person acting as chairman thereof. The minutes shall include a record of:

4.1.1. all appointments of officers made by the Academy Committee; and

4.1.2. all proceedings at meetings of the Academy Committee including the names of all persons present at each such meeting.

4.2. The chairman shall ensure that copies of minutes of all meeting of the Academy Committee shall be provided to the Directors and the Founder Member as soon as reasonably practicable after those minutes are approved.

5. **MEETINGS OF THE ACADEMY COMMITTEE**

- 5.1. Subject to this Scheme, the Academy Committee may regulate its proceedings as the Academy Representatives think fit.
- 5.2. The Academy Committee shall meet at least three times in every school year. Meetings of the Academy Committee shall be convened by the clerk of the Academy Committee. In exercising his functions under this Scheme the clerk shall comply with any direction:
 - 5.2.1. given by the Directors or the Academy Committee; or
 - 5.2.2. given by the chairman of the Academy Committee or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the Academy Committee, so far as such direction is not inconsistent with any direction given as mentioned in 5.2.1 above.
- 5.3. Any three Academy Representatives may, by notice in writing given to the clerk of the Academy Committee, requisition a meeting of the Academy Committee; and it shall be the duty of the clerk to convene such a meeting as soon as is reasonably practicable.
- 5.4. Each Academy Representative shall be given at least seven clear days before the date of a meeting:
 - 5.4.1. notice in writing thereof, signed by the clerk of the Academy Committee, and sent to each Academy Representative at the address provided by each Academy Representative from time to time; and
 - 5.4.2. a copy of the agenda for the meeting;
 - 5.4.3. provided that where the chairman or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.
- 5.5. 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.
- 5.6. A resolution to rescind or vary a resolution carried at a previous meeting of

the Academy Committee shall not be proposed at a meeting of the Academy Committee unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

5.7. A meeting of the Academy Committee shall be terminated forthwith if:

5.7.1. the Academy Representatives so resolve; or

5.7.2. the number of Academy Representatives present ceases to constitute a quorum for a meeting of the Academy Committee in accordance with paragraph 5.10, subject to paragraph 5.12.

5.8. Where in accordance with paragraph 5.7 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.

5.9. Where the Academy Committee resolves in accordance with paragraph 5.7 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Academy Committee 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.

5.10. Subject to paragraph 5.12, the quorum for a meeting of the Academy Committee, and any vote on any matter thereat, shall be any one half (rounded up to a whole number) of the total number of Academy Representatives holding office at the date of the meeting. If the Directors have appointed any Additional Academy Representatives of the Academy Committee pursuant to clause 6.1.2.5 of this Scheme then a meeting will only be considered to be quorate if those Additional Academy Representatives are present.

5.11. The Academy Committee may act notwithstanding any vacancies on its board, but, if the numbers of persons serving is less than three, the continuing persons may act only for the purpose of filling vacancies.

- 5.12. The quorum for the purposes of:
- 5.12.1. appointing an Academy Parent Representative;
 - 5.12.2. any vote on the removal of a person in accordance with this Scheme;
 - 5.12.3. any vote on the removal of the chairman of the Academy Committee;
- 5.13. 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.
- 5.14. Subject to this Scheme, every question to be decided at a meeting of the Academy Committee shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the Academy Committee shall have one vote.
- 5.15. Subject to paragraphs 5.10 and 5.12, where there is an equal division of votes, the chairman of the meeting shall have a casting vote in addition to any other vote he may have.
- 5.16. The proceedings of the Academy Committee shall not be invalidated by
- 5.16.1. any vacancy on the Academy Committee; or
 - 5.16.2. any defect in the election, appointment or nomination of any person serving on the Academy Committee.
- 5.17. A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the Academy Committee, shall be valid and effective as if it had been passed at a meeting of the Academy Committee. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the Academy Committee and may include an electronic communication by or on behalf of that member of the Academy Committee indicating his or her agreement to the form of resolution providing that the member has previously notified the Academy Committee in writing of the email address or addresses which the member will use.
- 5.18. Subject to paragraph 5.20, the Academy Committee shall ensure that a copy of:
- 5.18.1. the agenda for every meeting of the Academy Committee;

5.18.2. the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;

5.18.3. the signed minutes of every such meeting; and

5.18.4. any report, document or other paper considered at any such meeting, are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.

5.19. The Academy Committee shall use all reasonable endeavours to ensure their advice is brought to the attention of the Directors.

5.20. There may be excluded from any item required to be made available in pursuance of paragraph 5.18, any material relating to:

5.20.1. a named teacher or other person employed, or proposed to be employed, at the Academy;

5.20.2. a named pupil at, or candidate for admission to, the Academy; and

5.20.3. any matter which, by reason of its nature, the Academy Committee is satisfied should remain confidential.

5.21. Any Academy Representative shall be able to participate in meetings of the Academy Committee by telephone or video conference provided that:

5.21.1. he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting; and

5.21.2. the Academy Committee 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.

6. **NOTICES**

6.1. Any notice to be given to or by any person pursuant to this Scheme (other than a notice calling a meeting of the Academy Committee) shall be in writing

or shall be given using electronic communications. In this Scheme, “address” in relation to electronic communications, includes a number or address used for the purposes of such communications.

- 6.2. A notice may be given to an Academy Representative either personally or by sending it by post in a prepaid envelope addressed to the Academy Representative 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 clerk of the Academy Committee by that Academy Representative. An Academy Representative whose registered address is not within the United Kingdom and who gives to the clerk of the Academy Committee an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such Academy Representative shall be entitled to receive any notice from the Academy Committee or any other party to the Scheme.
- 6.3. A notice shall be deemed to have been given to the Academy Committee and each of the Academy Representatives if that notice is sent by post in a prepaid envelope addressed to the clerk of the Academy Committee or by giving it using electronic communications to an address for clerk of the Academy Committee for the time being notified to all the other parties to the Scheme by the clerk of the Academy Committee.
- 6.4. A notice shall be deemed to have been given to the Directors of the Company if that notice is sent by post in a prepaid envelope addressed to the Office or if left at the Office or by giving it using electronic communications to an address for the Office for the time being notified to all the other parties to the Scheme by the clerk of the Company.
- 6.5. A notice shall be deemed to have been given to the Founder Member if that notice is sent by post in a prepaid envelope addressed to the Director of Education at the Diocesan Education Service, St Anne's House, 61 Coventry Road, Coleshill, Birmingham B46 3EA or such other address as may be notified from time to time to the other parties to the Scheme by the Founder Member.

- 6.6. A notice shall be deemed to have been given to the Diocesan Bishop if that notice is sent by post in a prepaid envelope addressed to the Director of Education at the Diocesan Education Service, St Anne's House, 61 Coventry Road, Coleshill, Birmingham B46 3EA or such other address as may be notified from time to time to the other parties to the Scheme by the Diocesan Bishop.
- 6.7. A notice shall be deemed to have been given to the Trustees if that notice is sent by post in a prepaid envelope addressed to the Archbishop at Cathedral House, St Chad's Queensway, Birmingham B4 6EU or such other address as may be notified from time to time to the other parties to the Scheme by the Trustees.
- 6.8. An Academy Representative present, either in person or by proxy, at any meeting of the Academy Committee shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 6.9. 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.

7. INDEMNITY

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

8. GOVERNING LAW AND JURISDICTION

- 8.1. This Scheme and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 8.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Scheme, its subject matter or formation (including non-contractual disputes or claims).