

Nexus Education Schools Trust

LOCAL COMMITTEE TERMS OF REFERENCE

V2.0 - September 2017

Version History

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Nexus Education Schools Trust

TERMS OF REFERENCE FOR LOCAL COMMITTEES

APPROVED BY THE BOARD OF DIRECTORS ON: September 2017

ACADEMY NAME: xxxxxxxx School

1. THE ROLE OF THE LOCAL COMMITTEE

The Local Committee is a committee of the main board of the Trust. Each Academy has its own Local Committee. Each Local Committee is established by the Board in accordance with the Trust's Articles and will be subject to Terms of Reference set out below which will detail the responsibilities of the Local Committee and its relationship with the main board.

2. THE TRUST AND LOCAL COMMITTEE

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.

The Trust Directors are the charity trustees (within the terms of section 177 of the Charities Act 2011) and are responsible for the general control and management of the administration of the Trust in accordance with the provisions set out in the Articles.

The Local Committee is a committee of the Trust Board of Directors, established pursuant to Article [101]. The Local Committee will act in accordance with these Terms of Reference and the Scheme of Delegation for the Academy unless otherwise directed by the Trustees. It will be accountable to the Trustees for its decisions.

3. LOCAL COMMITTEE – APPOINTMENT AND STRUCTURE

3.1 Membership of the Local Committee shall comprise not less than 8 and not more than 12 as follows:

- The Schools Leader (either Executive Head, Headteacher, Head of School)
- Two Parent Local Committee Members
- A minimum of Three Community Members and not more than six
- A minimum of one staff representative and not more than two
- The Trust Board of Directors may appoint a Trust Board member.
- One Associate member may be appointed for a time limited task specific role
- All appointments agreed by the Trust board
- Observers may join the meetings at the agreement of the Chair

3.2 With regard to the appointments made by the Trustees, the Trustees shall seek to ensure that the views of the Local Committee are taken into account, through local committee representation on the Trust sub Committees. For example, the role of CFO, or individual school Head Teacher positions.

3.3 The Trust Board in the case of a Sponsored Academy or newly opened free school will establish an Interim Board, for a period of time, to be determined by the Trust.

- 3.4 The length of a Local Committee Member's term of office shall be four years. A Local Committee Member may be re-appointed for consecutive periods not exceeding 8 years in total but thereafter a Local Committee Member 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.
- 3.5 No person shall be qualified to be a Local Committee Member unless aged 18 or over at the date of his election or appointment. No current pupil of any of the Academies shall be a Local Committee Member.
- 3.6 A Local Committee Member shall cease to hold office if they become incapable, by reason of illness or injury, of managing or administering his own affairs.
- 3.7 All absences will be noted at meetings.
- 3.8 A Local Committee Member shall cease to hold office if absent from all the Local Committee meetings held within a period of three months, without due reason.
- 3.9 A person shall be disqualified from holding or continuing to hold office as a Local Committee Member if:
- 3.9.1: They have been declared bankrupt and/or their estate has been seized from their possession for the benefit of their creditors and the declaration or seizure has not been discharged, annulled or reduced;
 - or
 - 3.9.2: They are the subject of a bankruptcy restriction order or an interim order.
- 3.10 A person shall be disqualified from holding or continuing to hold office as a Local Committee Member at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
- 3.11 A Local Committee Member shall cease to hold office if:
- 3.11.1: They would, by virtue, of any provision in the Companies Act 2006 or section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision), be disqualified from acting as a trustee; or
 - 3.11.2: Is otherwise found to be unsuitable by the Secretary of State under the provisions of the Funding Agreements.
- 3.12 A person shall be disqualified from holding or continuing to hold office as a Local Committee Member if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.
- 3.13 A person shall be disqualified from holding or continuing to hold office as a Local Committee Member where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 178 of the Charities Act 2011.
- 3.14 After the Academy has opened, a person shall be disqualified from holding or continuing to hold office as a Local Committee Member if he has not provided to the Chairman of the Trustees, by the date of the Local Committee Member's appointment or as soon as practicable thereafter, a disclosure and barring service certificate (previously known as a criminal records certificate) at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that, the certificate discloses any information which would in the opinion of either the Chairman of the Trustees or the Chief Executive Officer confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

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

3.15 A Local Committee Member's term of office shall be terminated if:

3.15.1 He/she resigns by serving written notice to the [Clerk]/[Secretary];

3.15.2 The Trustees terminate his appointment;

3.15.3 He/she is removed by the persons appointing them (although this does not apply to elected staff or Parent Local Committee Members);

3.15.4 In the case of a Staff Member, their employment is terminated.

3.16 The Local Committee may continue to act notwithstanding a temporary vacancy in its composition.

4 APPOINTMENT OF CHAIR AND VICE-CHAIR OF LOCAL COMMITTEE

4.1 The Chair of the Local Committee shall be nominated by the Local Committee and then ratified by the Trustees

4.2 The term of office of the Chair of the Local Committee shall be 2 years. Subject to remaining eligible to be a Chair, a Local Committee Member may be re-appointed for a further term of office as Chair by the Local Committee Members.

4.3 Subject to remaining eligible to be a Chair, any Local Committee Member may be re-appointed as Chair for consecutive periods not exceeding 5 years in total. Thereafter, a Local Committee Member shall not usually be eligible for re-appointment as Chair until one year after his or her retirement, unless otherwise agreed by the Trustees.

4.4 The Vice-Chair of the Local Committee shall be appointed by the Local Committee Members from amongst their number, for a term of 2 years. Subject to remaining eligible to be a Vice-Chair, a Local Committee Member may be re-appointed for further terms of office as Vice-Chair by the Local Committee Members

4.5 If both the Chair and the Vice-Chair are absent from any meeting of the Local Governing Body, those Local Committee Members present shall appoint one of their number to chair the meeting.

5 RESPONSIBILITIES OF TRUSTEES AND LOCAL COMMITTEE MEMBERS

Compliance and Governance

5.1 The Trustees shall:

5.1.1 Ensure compliance with all statutory regulations and Acts of Parliament governing the operation of the Academy, including health and safety;

5.1.2 Comply with the provisions of the Funding Agreements; and

5.1.3 Determine the corporate planning and strategy for the Academy and the Trust in consultation with the Local Committee.

5.2 The Local Committee Members shall:

5.2.1 Carry forward the Trust's vision, in a way appropriate to the specific qualities and community characteristics of the Academy;

5.2.2 Ensure that standards of attainment and progress by the pupils of the Academy are high [and, particularly in the early days of the newly opened Free school academy/ sponsored academy, improve as quickly as possible and are then maintained at the highest possible level;]

5.2.3 Take a strategic role in the governance of the Academy;

5.2.4 Provide support to the School's Leaders (Executive Head, Headteacher, Head of School) and the staff;

5.2.5 Monitor and evaluate the work of the Academy systematically and regularly in relation to:

- Pupil outcomes;
- Teaching, learning and assessment;
- Effectiveness of leadership and management; and
- Financial probity;

5.2.6 Implement actions required to comply with statutory regulations and the Funding Agreements;

5.2.7 Implement the policies agreed by the Trustees;

5.2.8 Agree nomination of a member and no more than two to support the strategic development of NEST at the Local Area Hub. Representatives on the Local Hub will be members of the MAT Trust Directors Board sub committees and will meet at least once a term.

Sub Committees include:

- Education Strategy and Standards
- Nomination and Remuneration
- Audit and Risk
- Finance and Resources

6 APPOINTMENTS AND TRAINING

6.1 The Trustees shall:

6.1.2 Ratify appointment of a school leader in partnership with the Local Committee and staff;

6.1.3 By acting through the Trust's agreed policies and the delegated scheme of delegation, ratify and agree recommendations from the Nomination and Remuneration Committee:

6.1.3 Determine salary increases and undertake performance management for the Schools' Leaders' (Executive Head, Headteacher, Head of School) subject to the terms of the contract of employment);

6.1.4 Determine any restructuring of staff at the Academy;

6.1.5 Determine terms and conditions of service for staff (the Trust is the employer of all staff and is responsible for procedures and terms and conditions of service for all employees including the setting of appropriate rules for the conduct of staff, in each case as developed with each Academy). Changes to such policies and procedures will be effected only after consultation with the Local Committee, Schools Leaders (Executive Head, Head teacher Heads of School) and staff groups where appropriate;

6.1.6 Ratify the appointment of the Chair of the Local Committee and agree the appointment the Clerk to the Local Committee;

6.1.7 Ensure that Trustee and Local Committee Member training and evaluation is provided.

6.2 The Local Committee Members shall:

6.2.1 Comply with the Trust's HR policies, including the process for local performance reviews for members of staff;

6.2.2 Advise the Chief Executive Officer, in the event that they consider changes are required to staff terms and conditions (to be clear, Local Committee Members may not make any amendments to terms and conditions without the Trustees' consent).

6.2.3 Appoint Link Committee Members to oversee key aspects of the school: -

- Achievement, Curriculum and Standards;
- Inclusion, encompassing Special Education Needs (SEN) Vulnerable groups and Pupil Premium;

- Safeguarding (including compliance), Attendance and Welfare;
- Provision, Resources and Finance.

7 FINANCES

7. 1. The Trustees shall:

- 7.1.1 Have oversight, with regard to the finances of the Trust and the Academy, including, but without limitation, responsibility for compliance with the financial and accounting requirements detailed within the Funding Agreement;
- 7.1.2 Determine the Academy's annual budget in consultation with the Local Committee and Hub committees;
- 7.1.3 Determine, after consultation with the Local Committee and Local Hub Committees, the extent of the services provided to the Academy by the Trust and how the costs for such services should be allocated, apportioned or retained;
- 7.1.4 Comply with the Academies Financial Handbook including, but without limitation, determination of procurement policies for the Trust; put in place guidelines for the local maintenance of assets and appropriate registers.

7. 2. The Local Committee Members shall:

- 7.2.1 Provide to the CFO by 1 June details to enable draft budgets to be considered by the Trustees and to be submitted to the DfE as required by the Funding Agreements and provide such further support, in connection, with the budgetary process as may be required.
- 7.2.2 Except where prior permission has been obtained from the Trustees, the Academy budget is to be prepared to show break even or better;
- 7.2.3 Comply with the final budget as notified by the Trust, including monitoring and reviewing expenditure on a regular basis;
- 7.2.4 Manage the Academy's cash flow and monitor expenditure by the Academy in accordance with policies determined by the Trustees. Under no circumstances has the Local Committee the authority to borrow money.
- 7.2.5 Maintain proper accounting records and the preparation of income and expenditure and balance sheets as required by the CFO;
- 7.2.6 Assist the Trustees in complying with the provisions of the Funding Agreements where requested from time to time;
- 7.2.7 Maintain or put in place appropriate arrangements for the maintenance of the Academy estate in accordance with the guidelines established by the Trust;
- 7.2.8 Seek value for money and be able to, demonstrate that value for money has been achieved, including implementation of the Trust's procurement policies;
- 7.2.9 Notify the Trust of any changes to fixed assets used by the Academy; and
- 7.2.10 Observe proper levels of delegation and protocols, in conjunction with the CFO and Accounting Officer.

8 POLICIES AND TARGETS

8.1 The Trust Directors in consultation with the local committee:

- 8.1.1 Determine the Academy's development plan; and
- 8.1.2 Determine the policies for use by the Academy (as detailed at Annex [x]);
- 8.1.3 Determine the admissions policy and arrangements for the Academy in accordance with admissions law and DfE codes of practice (which is communicated to the Local Committee, Members and implemented);

- 8.1.4 Determine any additional financial and reporting targets for the Academy;
- 8.1.5 Consider and evaluate performance against KPIs set by the Trust in relation to academics, finances and other matters;
- 8.2. Each Local Committee Member shall act in the best interests of the Academy, at all times.
- 8.3. No Local Committee Member shall act or omit to act in a way which would be prejudicial to the interests of the Academy or the Trust at any time, including any actions or omissions which might create bad publicity for the Academy or the Trust.
- 8.4. The Local Committee Members must keep confidential all information of a confidential nature, obtained by them relating to the Academy and the Trust; excluding where this is public knowledge or to comply statutory obligations e.g. whistle blowing where major financial irregularities are discovered.
- 8.5. When a person becomes a Local Committee Member of an Academy within the Trust (following his or her appointment or his or her transfer from a maintained school), he or she shall be required to complete and sign a registration form (with details required for the Trust) in which the Local Committee Member agrees to comply with:
 - The Articles;
 - The Funding Agreements;
 - These Terms of Reference;
 - Any terms of reference of sub-committees which may apply to that Local Committee Member.
- 8.6 Each Local Committee Member shall also be required to take part in regular self-reviews and is accountable for meeting his or her own training and development needs. It is a Local Committee Member's responsibility to consider if, and raise any concerns where, he or she feels that appropriate training and development is not being provided by NEST.

9 CHIEF EXECUTIVE OFFICER

- 9.1 The Chief Executive Officer has been appointed by the Trust Directors to oversee and coordinate all Trust activities and to undertake the role of Accounting Officer. Trustees delegate to the Chief Executive Officer such functions and powers as are required in relation to securing the effective internal organisation, management and control of the Trust and its Academies, including the implementation, management and monitoring of all policies approved by the Trustees for the effective operation of the Academies.

10 RESPONSIBILITIES OF THE SCHOOLS' LEADERS

- 10.1 The Schools Leaders (Executive Head, Headteacher, Head of School) , shall be responsible to the Local Committee and are accountable to the Trust Board for the leadership and management of the Academy, including, in particular for:-
 - 10.1.1 Implementing the agreed policies and procedures laid down by the Local Committee and the Trustees;
 - 10.1.2 Advising the Local Committee on strategic direction, forward planning and quality assurance;
 - 10.1.3 Advising the Local Committee on the admission of pupils;
 - 10.1.4 Managing the delegated budget and resources agreed by the Local Committee;
 - 10.1.5 Advising the Local Committee and the Trustees on the appointment of the Deputy School Leaders and such other senior posts as the Local Committee may determine;
 - 10.1.6 The appointment of all other staff and (except to the extent directed otherwise by the Trustees and/or the Local Committee), the salary grading, allocation of duties, appraisal and discipline of all staff in accordance with the Trust's human resources policies and procedures and best practice for HR and recruitment;
 - 10.1.7 The maintenance of good order and discipline by the pupils including their suspension and/or exclusion within the framework laid down by the Local Committee and monitored by the Trustees; and

10.1.8 All such additional functions as may be assigned under the Schools' Leaders (Executive Head, Headteacher, Head of School), job description or contract of employment.

11 ROLE OF THE CHAIR

11.1 The Chair shall:

11.1.1 Meet regularly with the Schools' Leaders (Executive Head, Headteacher, Head of School);

11.1.2 Preside over efficient Local Committee meetings by establishing a sound sub-committee structure and effective working procedures;

11.1.2 Be accountable to the Trustees for the operation of the Academy and shall meet with the Chief Executive Officer and the Trustees at such times as may be reasonably required.

11.1.3 Oversee attendance/feedback to local committee of the Local Hub member/s

12 CONFLICTS OF INTEREST

12.1 The income and property of the Academy must be applied solely towards the provision of the Objects as detailed in the Articles. The restrictions and procedures which apply to the Trustees in the Articles, with regard to having, a Personal Financial Interest shall also apply to the Local Committee Members.

12.2 Any Local Committee Member 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 Local Committee Member shall disclose that fact to the Local Committee Members as soon as he becomes aware of it.

12.3 A Local Committee Member must absent himself from any discussions of the Local Committee Members 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).

13 MEETINGS OF THE LOCAL COMMITTEE

13.1 The Local Committee shall meet at least once each half term, and shall hold such other meetings as may be necessary. A quorum must be present, being three or one third of the Local Committee Members in post (if greater).

13.2 All meetings shall be convened by the Clerk, who shall send to the Local Committee Members and to the Chief Executive Officer written notice of the meeting and a copy of the agenda at least seven clear days in advance of the meeting.

13.3 A special meeting of the Local Committee shall be called by the Clerk whenever requested by the Chair or at the request in writing of any three Local Committee Members or of the Chief Executive Officer. Where there are matters demanding urgent consideration, the Chair or, in their absence, the Vice-Chair may, with the approval of the Chief Executive Officer waive the need for seven clear days' notice of the meeting and substitute such notice as he/she thinks fit.

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

13.5 If the number of Local Committee Members assembled for a meeting of the Local Committee does not constitute a quorum, the meeting shall not be held. If in the course, of a meeting, of the Local Committee, the number of Local Committee Members present ceases to constitute a quorum, the meeting shall be terminated forthwith.

13.6 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.

13.7 Every question to be decided at a meeting of the Local Committee shall be determined, by a majority of the votes, of the Local Committee Members present and voting on the question. Every Local Committee Member shall have one vote. Where there is an equal division of votes the Chair of the meeting shall have a second or casting vote.

- 13.8 A Local Committee Member may not vote by proxy and cannot nominate another individual to attend a meeting on their behalf.
- 13.9 No resolution of the Local Committee may be rescinded or varied at a subsequent meeting unless consideration of the rescission or variation is a specific item of business on the agenda for that meeting.
- 13.10 Any Local Committee Member who is also an employee of the Trust shall withdraw from that part of any meeting of the Local Committee at which his remuneration, conditions of service, promotion, conduct, suspension, dismissal or retirement are to be considered.
- 13.11 A resolution in writing, signed by all the Local Committee Members, shall be valid and effective as if it had been passed at a meeting of the Local Committee or (as the case maybe) a committee of Local Committee duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Local Committee Members (or the members of a committee, as the case maybe).
- 13.12 Any Local Committee Member shall be able to participate in meetings of the Local Committee Members by telephone or video conference provided that, he has given reasonable notice to the Clerk and that the Local Committee Members have access to the appropriate equipment.
- 13.13 Minutes must be prepared of all Local Committee meetings and meetings of all sub-committees. Drafts of those minutes must be sent to all attendees and to the Chief Executive Officer no later than 14 days after the date of the meeting. Final minutes, as approved by the Local Committee Members, must be sent to the Chief Executive Officer within 7 days of approval.

14 DELEGATION OF FUNCTIONS AND COMMITTEES

- 14.1 The Local Committee shall establish:
 - 14.1.1 A Performance Management Pay committee of three Local Committee members to oversee the procedure of reviewing the School Leaders performance and pay progression.
 - 14.1.2 Committees, with named, trained members, which would enable the convening, from time to time Complaint panels or Appeal committees.
 - 14.1.3 Nominate member/s to the Trust Board Hub Board and its sub committees, whose role will be to participate in the governance of the MAT. (together, "Committees") and, subject to paragraph 11.2, the powers of any such Committees, their terms of reference and membership shall be determined by the Local Committee in accordance with any guidance or policies of the Trust.
- 14.2 The Local Committee meeting agenda incorporates headings of the Trust Board sub committees, negating the need for sub committees of the Local committee. The Head teacher and Chair may convene additional meetings to report to the Local Committee.
- 14.3 Committees may include members who are not Local Committee Members. These will be associate members, their role task specific, time limited and non-voting. Except where it is otherwise constrained within its terms of reference, a Committee may invite attendance by persons who are neither Local Committee Members nor committee members where such attendance is considered by the members of the Committee to benefit its deliberations.
- 14.4 Copies of the minutes of Committee meetings are to be circulated to all Local Committee Members and those who are entitled to attend Local Committee meetings.

15 ACCOUNTS AND AUDIT

- 15.1 The Local Committee shall:
 - 15.1.1 Agree a draft an annual budget
 - 15.1.2 Keep proper accounts and proper records in relation to the accounts; and
 - 15.1.3 Prepare in respect of each financial year of the Academy end of year statements. The statement of accounts shall give a true and fair account of the state of the Academy's affairs at the end of the financial year and of the Academy's income and expenditure during the financial year.
- 15.2 Accounts are audited termly and reported to the Local Committee and Audit and risk sub committee

15.3 The accounts (including any statements prepared under this paragraph) shall be audited by persons appointed in respect of each financial year by the Trust.

16 AMENDMENT OF TERMS OF REFERENCE

16.1 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. In the event that amendments are made, the Trust shall notify the Chair of each Local Committees, who shall be expected to make the other Local Committee Members aware of such changes.

16.2 This document shall be subject to review at least at the first meeting of the Trustees after 31 August each year and at the first meeting of the Trustees in each academic year thereafter.

17 EFFECTIVE DATE

17.1 These Terms of Reference shall come into effect, in relation to a Local Committee, on the establishment of the Local Committee.

18 INTERPRETATION

18.1 In this document:-

“Academy”	Means the Academy which is one of the academies of the Trust;
“Articles”	Means the Articles of Association of the Trust;
“Chief Executive Officer”	Means the person appointed by the Trustees as an employee to oversee and co-ordinate all Trust activities;
“CFO”	Means the person appointed by the Trustees as an employee, under the overall direction of the Chief Executive Officer to oversee the financial aspects of the Trust;
“Clerk”	Means the person appointed to act as clerk to the Local Governing Body;
“Funding Agreements”	Has the meaning given to it in point 8.5;
“Schools Leaders (Executive Head, Head of School, Headteacher)”	Means the member of staff at the Academy who is appointed by the Trust (in accordance with the terms of this document and his or her contract of employment, as may be amended from time to time) to have overall day to day control of and responsibility for the leadership and management of the Academy;
“Local Committee Member”	Means a member of the Local Committee;
“Local Committee”	Means the Local Committee for the Academy, being a committee of the main Trust Board, constituted as provided by paragraph 3 of this document;
“Parent Local Committee Member”	Means a Local Committee Member elected or appointed in accordance with Articles of Association for Nexus Education Schools Trust item 54 – 56;
“Personal Financial Interest”	Means any interest in the employment or remuneration of, or the provision of any other benefit to, a Local Committee Member as further detailed within Article 6 of the Articles;
“Scheme of Delegation”	Means the scheme of delegation established by the Trust in respect of the Academy (as amended from time to time by the Trustees), setting out the level of decision-making permitted for the overall governance and management of the Trust and the Academy;
“Secretary”	Means the Secretary of the Trust or any other person appointed to perform the duties of Secretary to the Trust;
“Staff Member”	Means a member elected to the Local Committee by members of staff of the Academy;
“this document”	Means these Terms of Reference;
“the Trust”	Means Nexus Education Schools Trust, company number 08753719; and
“the Trustees”	Means those persons appointed as directors (under company law) and trustees (under charity law) of the Trust.

18.2 Unless the context requires otherwise, a reference to:-

a numbered paragraph is a reference to the paragraph so numbered in this document (or the sub-paragraph, as the case maybe), and words importing one gender shall include any other gender, the singular number shall include the plural and vice versa and the headings are included for convenience only and shall not affect the construction of this document.

18.3 This is Central Policy for Nexus Education Schools Trust School