



**Terms of Reference**

Adopted by the Board on 16.10.2018

**Name**

- 1 Wotton House International School, Wotton House, Gloucester is registered as an independent school with the Department for Education:
- 2 URN 1244175 DfE no Registered proprietor: 916/6006
- 3 The School Advisory Board (the **Advisory Board**) has been established by Daniel Sturdy (the **Proprietor**) to provide the Proprietor with all necessary expertise, challenge and support.

**Membership**

- 4 The Advisory Board shall have between 7 and 10 members being:
  - 4.1 The Chair, who shall be appointed by the Proprietor from time to time;
  - 4.2 The Principal of the School from time to time;
  - 4.3 A minimum of 4 independent members appointed by the Proprietor (the **Independent Members**);
  - 4.4 A maximum of two representatives of school staff (elected by the staff body or co-opted);
  - 4.5 A maximum of two parent representatives (elected by the parent body or co-opted) together the **Board Members**.
- 5 No individual shall be appointed as a Board Member if any of the provisions at clause 30 apply.
- 6 Every person wishing to become a Board Member shall be required to sign a copy of the terms of reference by way of confirmation that they consent to become a Board Member and that they understand the duties and responsibilities upon them.
- 7 Board Members shall, from time to time, make disclosures for the purposes of all safeguarding checks and registrations that may be required by the Chair or the Proprietor, from time to time.
- 8 The Independent Members shall be appointed by the Proprietor and shall be individuals who the Proprietor deems to have appropriate experience and expertise, and are not:
  - 8.1 employed by the School; or
  - 8.2 parents of pupils attending the School.
- 9 Casual vacancies may be filled by appointment of the Chair.

**The Chair**

- 10 The main role of the Chair is to chair meetings of the Advisory Board. He or she also provides leadership to the Board Members and acts as the main point of contact between the Advisory Board, the Principal and the Proprietor.
- 11 The Chair also has a Veto in respect of decisions made (see clauses 27 and 28).

**Duties and responsibilities of Board Members**

- 12 It is expected that every Board Member will, as far as possible, attend each meeting (see also clause 30.6).
- 13 The Board Members shall, when making recommendations, comply with the following duties:
  - 13.1 that they must act honestly, with prudence and without a conflict of interest (see clauses 21 to 24 below);
  - 13.2 that they must act at all times in the best interests of the School;
  - 13.3 that the School is to be run in accordance with applicable legislation, guidance and best practice.
- 14 Board Members shall be under a duty of confidentiality in relation to all matters discussed at Advisory Board meetings (unless such matter is in the public domain otherwise than by breach of this clause).
- 15 No Board Member may speak to the press or the media without express permission of the Proprietor.
- 16 Board Members are not entitled to enter the School at any time of their choosing. Visits to the School (other than for official meetings) should be arranged through the Principal. Board Members must follow the same rules for all visitors.
- 17 Board Members shall act in accordance with these Terms of Reference and shall also be required to act in accordance with any additional code of conduct put in place by the Board from time to time.

## **Remit**

- 18 The remit of the Advisory Board (subject to the limitations set out in the next section) is to:
- 18.1 provide guidance and advise on decisions of an executive nature relating to educational and safeguarding standards at the School, including (but not limited to) teaching and learning, examinations, policies and procedures, curriculum and inspections, and all safeguarding and safer recruitment issues; and
  - 18.2 provide an oversight function in relation to those matters at 18.1 above; and
  - 18.3 provide appropriate challenge and support to the Proprietor; and
  - 18.4 act as an appeal body in relation to any complaints made in relation to pupils (by parents or other parties representing the interests of a pupil) or otherwise as required by the Proprietor (where the appeal body shall comprise three members of the Advisory Board).
- 19 The Chair shall be accountable to the Proprietor for all recommendations made.

## **Decision making and limitations on authority**

- 20 Decisions of/advice given by the Advisory Board (which shall be taken in accordance with the duty set out at clause 13 above) shall be advisory only and shall not be binding on the Proprietor.

## **Conflicts of Interest**

- 21 For the purposes of these terms of reference the following definitions shall apply:
- 21.1 **Interest** means any direct or indirect interest (including any interest a Board Member may have as a consequence of any duty he or she may owe to any other person or organisation); and
  - 21.2 **Conflict of Interest** means any interest of a Board Member that conflicts, or may conflict, with the interests of the School and includes a conflict of interest and duty and a conflict of duties.
- 22 Board Members shall declare the nature and extent of any Interest in any matter relating to the School and/the Proprietor and/or the Advisory Board.
- 23 Unless a Board Member has the authority of the Chair or Proprietor (whose decision shall be final and binding) a Board Member with a Conflict of Interest shall:
- 23.1 withdraw from the meeting for that item;
  - 23.2 not count in the quorum for that part of the meeting; and
  - 23.3 not be entitled to vote,
- in relation to any matter in which they have or may have a Conflict of Interest.
- 24 For the avoidance of doubt, the Chair and/or Proprietor may direct that any or none of the provisions of clause 23.1 to 23.3 shall apply.

## **Proceedings of the Advisory Board**

- 25 The quorum for each meeting shall be 3 Board Members. Appropriate person(s) shall be invited to attend each meeting of the Advisory Board but shall withdraw if so requested by the Chair and in any event shall take no part in discussion of matters in which any of them has a personal interest.
- 26 All attempts shall be made to ensure that an agenda and supporting papers shall be circulated by the Chair/Proprietor at least three days before each meeting and the business of the Advisory Board shall be conducted as the Chair of the Advisory Board considers appropriate.
- 27 Subject to the Veto, decisions of the Advisory Board shall be taken by a simple majority of those present and voting. Votes tendered by proxy shall not be counted.
- 28 The Chair shall have a right of veto in respect of all decisions taken by the Advisory Board (the **Veto**).

## **Frequency and minutes**

- 29 The Advisory Board shall hold a meeting at least three times a year or more often as required.

## **Removal and rotation**

- 30 A Board Member shall cease to be a member of the Advisory Board if he or she
- 30.1 is removed by resolution of the Proprietor;
  - 30.2 is removed by resolution of the Chair;
  - 30.3 ceases to meet the requirements of being a Member or an Independent Member or ceases to be employed as a Principal (as appropriate);
  - 30.4 dies;

- 30.5 resigns his office by notice to the Chairman;
  - 30.6 is absent without leave of the Chair/ Proprietor from more than two consecutive meetings and the Chair/ Proprietor resolves that his office be vacated;
  - 30.7 shall in the opinion of the Advisory Board be unable properly to fulfil his/her duties by reason of illness, disability or infirmity and the Advisory Board resolves that his/her office be vacated;
  - 30.8 becomes incapable by reason of mental disorder, illness or injury of managing or administering his or her own affairs;
  - 30.9 has been adjudged bankrupt or sequestration of his/her estate has been awarded and (in either case) he/she has not been discharged or the bankruptcy order has not been annulled or rescinded;
  - 30.10 has made a composition or arrangement with, or granted a trust deed for, his or her creditors and has not been discharged in respect of it;
  - 30.11 fails to declare the nature of any direct or indirect Interest as required by the Terms of Reference and the Advisory Board resolve that his/her office be vacated; or
  - 30.12 is at any time included in any list of persons considered to be unsuitable to have access to children, young persons or vulnerable adults and the Advisory Board resolve that his/her office be vacated.
- 31 With the exception of the Principal, no Board Member shall serve for more than three years without a resolution of the Proprietor to that effect.

**Remuneration**

- 32 The Board Members shall be reimbursed for reasonable expenses incurred in relation to their role as Board Members, and shall be reimbursed as the Proprietor sees fit.

**Complaints and Disputes**

- 33 Board Members are required to act collectively and should maintain a unified position in relation to the School and its community. The decisions of the Proprietor and the Advisory Board, once made, should be supported by all Board Members.
- 34 It is recognised that there may be times when, for whatever reason, complaints or disputes about the administration, management or governance of the School arise. All such complaints or disputes are to be dealt with professionally and discreetly and shall exclusively be matters for the Proprietor. It is the responsibility of the Chair of the Advisory Board to ensure that complaints and disputes are notified to the Proprietor.

**Access to Board Members by pupils, parents and staff**

- 35 If a Board Member is approached by a pupil, parent or member of staff with a concern or complaint, they should be directed to the Proprietor or Principal.
- 36 It is not appropriate for Board Members to comment or express a view. It would be appropriate to report any conversation to the Proprietor, Principal and the Chair of the Advisory Board.

**Alterations**

- 37 This constitution and these terms of reference may only be altered with prior consent of the Proprietor.

I confirm that I have read and understand these terms of reference

Signature:.....

Name:.....

Date:.....