# SCHEME OF DELEGATION

made between

St Edmundsbury and Ipswich Multi Academy Trust

and

The Local Governing Body of Long Melford Church of England Primary School

**EFFECTIVE DATE: 1st September 2016**

**THIS SCHEME OF DELEGATION** (which in this document is referred to as the "**Scheme**") is made on [•] between:

**(1) THE ST EDMUNSBURY AND IPSWICH MULTI-ACADEMY TRUST, a company limited by guarantee and registered in England and Wales under company number [•] (the "Company")**; and

**(2) THE LOCAL GOVERNING BODY OF LONG MELFORD CHURCH OF ENGLAND PRIMARY SCHOOL (the "LGB").**

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme:

"**Academy**" has the meaning ascribed to it in clause 2.1;

"**Academies Financial Handbook**" means the DfE's financial handbook for Academies in force from time to time;

"**Articles**" means the Articles of Association of the Company (and references in this Scheme to a numbered "**Article**" or "**Articles**" shall mean those specific provisions of the Articles);

"**Budget**" means the annual budget set by the Directors for the Academy in accordance with the Master Funding Agreement and/or the Relevant Funding Agreement;

"**DBE**" means the Diocesan Board of Education for the diocese within which the Academy is situated;

"**Directors**" means the directors of the Company;

"**Effective Date**" means [•]

a. ["**Incumbent**" means the Principal Officiating Minister of the Ecclesiastical Parish of Holy Trinity with St Catherine, Long Melford;]

"**LGB**" means the Local Governing Body of the Academy constituted by clause 4.4 of this Scheme and pursuant to Articles 100 - 104;

"**Master Funding Agreement**" means the Master Funding Agreement entered into by the Company and the Secretary of State on [•];

"**Principal**" means the head teacher of the Academy;

"**Relevant Funding Agreement**" means the Supplemental Funding Agreement entered into by the Company and the Secretary of State in respect of the Academy on [●];

"**Secretary of State**" means the Secretary of State for Education and his successors[; and][.]

["**Trustees**" means [●] *or* [has the meaning given to that term in the Articles].]

1.2 Except as expressly provided in this Scheme, words and expressions not defined in this Scheme shall have the same meaning accorded to them in the Articles and the Relevant Funding Agreement entered into by the Company.

1.3 Reference in this Scheme to clauses, paragraphs and annexes shall, unless otherwise stated, be to clauses, paragraphs and annexes of this Scheme.

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

## 2. INTRODUCTION

2.1 As a charity and company limited by guarantee, the Company is governed by a board of Directors who are responsible for, and oversee, the management and administration of the Company and the academies run by the Company. Long Melford Church of England Primary School (the "**Academy**") is one of the academies.

2.2 The Directors are accountable to external government agencies including the Charity Commission and the Department for Education (including any successor bodies) for the quality of the education provided by the Company and they are required to have systems in place through which they can assure themselves of quality, safety and good practice. [As the Academy is a Church of England academy, designated as such, the Directors are also accountable to the DBE under the provisions of the Diocesan Boards of Education Measure 1991, and to the Trustees to ensure that the Academy is conducted as a Church of England school.]

2.3 In order to discharge these responsibilities, the Directors may appoint people with appropriate skills and knowledge to serve on the LGB which has been established to assist with the good governance of the Academy in accordance

with clause 4.4 of this Scheme and Articles 100 - 104.

2.4 This Scheme explains the ways in which the Directors fulfil their responsibilities for the leadership and management of the Academy, the respective roles and responsibilities of the Directors and the members of the LGB and the commitments to each other to ensure the success of the Academy.

2.5 This Scheme has been put in place by the Directors from the Effective Date in accordance with the provisions of the Articles and it should be read in conjunction with those Articles as well as with:

(i) the Directors' strategic plans and policies for the Academy;

(ii) any budget set for the Academy; and

(iii) any directions given or rules and regulations set by the Directors.

## 3. ETHOS AND MISSION STATEMENT

3.1 The Academy's ethos is as follows:

Recognising its historic foundation, the Academy will preserve and develop its religious character in accordance with the principles of the Church of England and in partnership with the Church at Parish and Diocesan level.

3.2 The Academy's mission statement is as follows:

The Academy aims to serve its community by providing an education of the highest quality within the context of Christian belief and practice. It encourages an understanding of the meaning and significance of faith and promotes Christian values through the experience it offers to all its pupils.

## 4. DIRECTORS' POWERS AND RESPONSIBILITIES

4.1 The Directors have overall responsibility and ultimate decision-making authority for all the work of the Company, including the establishing and running of schools and in particular the Academy as a Church of England school. This is both exercised through strategic planning and the setting of policy and is managed through business planning, monitoring of budgets, performance management, the setting of standards and the implementation of quality management processes. The Directors have the power to direct change where

required.

4.2 The Directors have a duty:

4.2.1 to comply with any lawful directions issued to the Company;

4.2.2 to act in the fulfilment of the Company's objects; and

4.2.3 to have regard to the advice of the DBE generally and in particular in respect of upholding the Company's objects.

4.3 Directors will have regard to the interests of the other academies for which the Company is responsible in deciding and implementing any policy or exercising any authority in respect of the Academy.

4.4 Articles 100 and 101 provide for the appointment by the Directors of committees to whom the Directors may delegate certain of the functions of the Directors. In further recognition of the Directors' power to delegate under Articles 102 and 105, and from the date of this Scheme, responsibility for the running of the Academy from the Effective Date will be delegated to the committee established by this Scheme and which shall be known as the LGB of the Academy.

4.5 The constitution, membership and proceedings of the LGB are determined by the Directors and this Scheme expresses such matters as well as acknowledging any authority delegated to the LGB in order to enable the LGB to assist with the running of the Academy and fulfil the Academy's mission.

## 5. CONSTITUTION OF THE LGB

### 5.1 Members of the LGB

5.1.1 The number of people who shall sit on the LGB shall be not less than three but, unless otherwise determined by the Directors, shall not be subject to any maximum.

5.1.2 The LGB shall have the following members:

5.1.2.1 Up to 5 members, appointed under clause 5.2.1;

5.1.2.2 1 staff member, appointed under clause 5.2.3;

5.1.2.3 Up to 2 parent members elected or appointed under clause 5.2.6; and

5.1.2.4 the Principal.

5.1.3 The LGB may also have co-opted members appointed under clause 5.3.

5.1.4 The Directors (all or any of them) shall also be entitled to serve on the LGB and attend any meetings of the LGB. Any Director attending a meeting of the LGB shall count towards the quorum for the purposes of the meeting and shall be entitled to vote on any resolution being considered by the LGB.

5.1.5 All persons appointed or elected to the LGB shall give a written undertaking to the [Foundation] Directors to uphold the object of the Company.

5.2 **Appointment of members of the LGB**

*General members*

5.2.1 The Directors may appoint up to 5 persons to serve on the LGB, one of whom shall normally be the Incumbent.

*Staff members*

5.2.2 The Directors may appoint one person who is employed at the Academy to serve on the LGB through such process as they may determine, provided that the total number of such persons (including the Principal) does not exceed one third of the total number of persons on the LGB. The positions held by those employed at the Academy (e.g. teaching and non teaching) may be taken into account when considering appointments.

5.2.3 In appointing persons to serve on the LGB who are employed at the Academy the Directors may invite nominations from all staff employed under a contract of employment or a contract for services or otherwise engaged to provide services to the Academy (excluding the Principal) and, where there are any contested posts, shall hold an election by a secret ballot. All arrangements for the calling and the conduct of the election and resolution of questions as to whether any person is an eligible candidate shall be determined by the Directors.

*Ex officio members*

5.2.4 The Principal and the Incumbent (if so appointed as a member by the Directors under clause 5.2.[1][2]) shall both be treated for all purposes as being ex officio members of the LGB.

*Parent members*

5.2.5 Subject to clause 5.2.10, the parent members of the LGB shall be elected by parents of registered pupils at the Academy and he or she must be a parent of a pupil at the Academy at the time when he or she is elected.

5.2.6 The Directors shall make all necessary arrangements for, and determine all other matters relating to, an election of the parent members of the LGB, including any question of whether a person is a parent of a registered pupil at the Academy. Any election of persons who are to be the parent members of the LGB which is contested shall be held by secret ballot.

5.2.7 The arrangements made for the election of the parent members of the LGB shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he prefers, by having his ballot paper returned to the Academy by a registered pupil at the Academy.

5.2.8 Where a vacancy for a parent member of the LGB is required to be filled by election, the LGB shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.

5.2.9 The number of parent members of the LGB required shall be made up by persons appointed by the Directors if the number of parents standing for election is less than the number of vacancies.

5.2.10 In appointing a person to be a parent member of the LGB pursuant to clause 5.2.10, the Directors shall appoint a person who is the parent of a registered pupil at the Academy; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

5.3 **Co-opted members of the LGB**

5.3.1 The Directors may co-opt up to 2 persons to the LGB. A person who shall be "co-opted" to the LGB means a person who is to serve on the LGB without having been otherwise appointed or elected to serve on the LGB. The Directors may not co-opt a person who is employed at the Academy if thereby the number of persons employed at the Academy serving on the LGB would exceed one third of the total number of persons serving on the LGB (including the Principal).

5.4 **Term of office**

5.4.1 The term of office for any person serving on the LGB shall be 4 years, save that this time limit shall not apply to:

(i) the Principal who shall be treated for all purposes as being an ex officio member of the LGB;

(ii) the Incumbent (if so appointed as a member by the Directors under clause 5.2.[1][2]) who shall be treated for all purposes as being an ex officio member of the LGB; or

(iii) persons who are "co-opted" to the LGB, who shall serve for 1 year.

Subject to remaining eligible to be a particular type of member on the LGB, any person may be re-appointed or re-elected (including being "co-opted" again) to the LGB.

5.5 **Resignation and removal**

5.5.1 A person serving on the LGB shall cease to hold office if he resigns his office by notice to the LGB (but only if at least three persons appointed under clause 5.2.1 will remain in office when the notice of resignation is to take effect).

5.5.2 A person serving on the LGB shall cease to hold office if he is removed by the person or persons who appointed him. This clause does not apply in respect of a person who is serving as a parent member on the LGB, who may be removed by the Directors.

5.5.3 If any person who serves on the LGB in his capacity as an employee at the Academy ceases to work at the Academy then he shall be

deemed to have resigned and shall cease to serve on the LGB automatically on termination of his work at the Academy.

5.5.4 Where a person who serves on the LGB resigns his office or is removed from office, that person or, where he is removed from office, those removing him, shall give written notice thereof to the Directors.

5.6 **Disqualification of members of the LGB**

5.6.1 No person shall be qualified to serve on the LGB unless he is aged 18 or over at the date of his election or appointment. No current pupil or student of the Academy shall be entitled to serve on the LGB.

5.6.2 A person serving on the LGB shall cease to hold office if he becomes incapable by reason of illness or injury of managing or administering his own affairs.

5.6.3 A person serving on the LGB shall cease to hold office if he is absent without the permission of the Chair of the LGB from all the meetings of the LGB held within a period of six months and the LGB resolves that his office be vacated.

5.6.4 A person shall be disqualified from serving on the LGB if:

5.6.4.1 his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or

5.6.4.2 he is the subject of a bankruptcy restrictions order or an interim order.

5.6.5 A person shall be disqualified from serving on the LGB 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).

5.6.6 A person serving on the LGB shall cease to hold office if he would cease to be a director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

5.6.7 A person shall be disqualified from serving on the LGB 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.

5.6.8 Not used.

5.6.9 Not used.

5.6.10 A person shall be disqualified from serving on the LGB 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 (persons disqualified from being charity trustees or trustees of a charity) of the Charities Act 2011.

5.6.11 After the Academy has opened, a person shall be disqualified from serving on the LGB if he has not provided to the Directors 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 or the Principal 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.

5.6.12 Where, by virtue of this Scheme, a person becomes disqualified from serving on the LGB; and he was, or was proposed, to so serve, he shall upon becoming so disqualified give written notice of that fact to the Directors.

5.6.13 This clause 5.6 [and paragraph 2 of Appendix One] shall also apply to any member of any committee of the LGB who is not otherwise a member of the LGB.

## 6. DELEGATED POWERS

6.1 **General Provisions**

6.1.1 Subject to the provisions of:

(a) the Companies Act 2006;

(b) the Articles;

(c) the strategic plan and policies of the Directors of the Company;

(d) any Budget set by the Directors for the Academy; and

(e) any directions given and rules and regulations set by the Directors of the Company,

the management of the business of the Academy shall otherwise be delegated by the Directors to the LGB who may exercise all the powers of the Company in so far as they relate to the Academy, in accordance with the terms of this Scheme.

6.1.2 No alteration of the Articles and no such direction shall invalidate any prior act of the LGB which would have been valid if that alteration had not been made or that direction had not been given.

6.1.3 Except as provided for in this Scheme, the powers given by this Scheme shall not be limited by any special power given to the Directors by the Articles or to the LGB by this Scheme and a meeting of the LGB at which a quorum is present may exercise all the powers so delegated.

6.1.4 The Appendices to this Scheme set out the general principles and levels of delegation of responsibilities from the Directors to the LGB and from there to individuals. The Appendices will be reviewed by the Directors on an annual basis. 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 LGB.

6.1.5 Except as provided for in this Scheme and its Appendices, in addition to all powers hereby expressly conferred upon the LGB and without detracting from the generality of the powers delegated, the LGB shall have the following powers, namely:

6.1.5.1 to expend certain funds of the Company as permitted by clause 6.3.2 in such manner as the LGB shall consider most beneficial for the achievement of the Object in so far as it relates to the Academy; and

6.1.5.2 to enter into such contracts on behalf of the Company in so far as they relate to the Academy and are permitted by the Directors.

6.1.6 In the exercise of its powers and functions, the LGB shall consider any advice given by the Principal and any other executive officer as well as the Directors.

6.1.7 Any bank account in which any money of the Company in so far as it relates to the Academy is deposited shall be operated by the LGB in the name of the Company. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the LGB [and the Directors].

## 6.2 Ethos and Values

6.2.1 Whilst the LGB shall be responsible for ensuring that the Academy is conducted in accordance with its ethos and values referred to in clause 3, the determination of the Academy's ethos and mission statement shall be the responsibility of the Directors.

6.2.2 At all times, the Directors and the LGB shall ensure that the Academy is conducted in accordance with the object of the Company, the terms of any trust governing the use of the land which is used for the purposes of the Academy, and any agreement entered into with the Secretary of State for the funding of the Academy.

## 6.3 Powers

*Contracts*

6.3.1 Whilst the LGB shall have the power to enter into contracts on behalf of the Company in so far as they relate to the Academy pursuant to clause 6.1.5, the LGB shall first obtain the written consent of the Directors to any contracts or expenditure in accordance with the MAT's Financial Policy and Procedures.

*Finance*

6.3.2 The Directors delegate to the LGB the responsibility to plan, manage and expend such of the monies received under the Relevant Funding Agreement or otherwise for the purposes of the Academy as may be determined each year by the Directors in accordance with the Budget.

6.3.3 The accounts of the Company shall be the responsibility of the Directors but the LGB shall provide such information about the finances of the Academy as often and in such format as the Directors shall [reasonably] require.

6.3.4 The LGB shall ensure that proper procedures are put in place for the safeguarding of funds responsibility for which is delegated to them and that the requirements of the Academies Financial Handbook as per clauses 1.15 and 4.6 – 5.8 of the Master Funding Agreement are observed at all times as well as any requirements and recommendations of the Directors and the Secretary of State.

6.3.5 The LGB shall inform the Directors of any need for significant unplanned expenditure and will discuss with the Directors (and others as the Directors shall require) options for identifying available funding.

6.3.6 The LGB shall develop appropriate risk management strategies and shall at all times adopt financial prudence in managing the financial affairs of the Company in so far as these relate to the Academy and are responsibilities delegated to them pursuant to this Scheme.

6.4 **Premises**

6.4.1 Subject to and without prejudice to clauses 6.3.1 and 6.4.4, the use of monies apportioned in the Budget for the routine maintenance of the buildings and facilities used in respect of the Academy will be the responsibility of the LGB, who shall have regard at all times to the safety of the users of the buildings and the facilities and the legal responsibilities of the Directors (and/or any others) as owners of such buildings and facilities.

6.4.2 The Directors may have regard to, but not be bound by, the views of the LGB in developing any mid to long term estate management strategy that will identify the suitability of building and facilities in light

of long term curriculum needs and the need for and availability of capital investment to meet their responsibility to ensure the buildings and facilities are maintained to a good standard.

6.4.3 The responsibility for any disposals or acquisitions of land owned by the Company will be that of the Directors.

6.4.4 Insuring the land and buildings used by the Academy will be the responsibility of the Directors who may recover the cost from the budget delegated to the LGB.

6.5 **Human Resources**

6.5.1 **Principal**

The Directors shall appoint the Principal [and Deputy Principal] in accordance with the Articles. The Directors [and the LGB] may delegate such powers and functions as they consider are required by the Principal [and Deputy Principal] for the internal organisation, management and control of the Academy (including the implementation of all policies set by the Directors for the direction of the teaching and curriculum at the Academy).

6.5.2 **Other Staff**

6.5.2.1 The Directors shall be responsible for the appointment and contractual management and compliance of all other staff (to include teaching and non-teaching staff) to be employed by the Academy, but may delegate all or any of these powers to the LGB as it may see fit.

6.5.2.2 In so far as there is delegation of powers to the LGB pursuant to clause 6.5.2.1 above, the LGB shall:

6.5.2.2.1 comply with all policies dealing with staff issued by the Directors from time to time;

6.5.2.2.2 take account of any pay terms set by the Directors;

6.5.2.2.3 adopt any standard contracts or terms and conditions for the employment of staff issued by the Directors; and

6.5.2.2.4 manage any claims and disputes with staff members having regard to any advice and recommendations given by the Directors.

6.5.2.3 The Directors together with the LGB shall carry out the performance management of all staff (including the Principal) and shall put in place procedures for the proper professional and personal development of staff.

6.6 **Curriculum and Standards**

6.6.1 In recognition of the Directors' obligation to the Secretary of State to provide a broad and balanced curriculum, the Directors shall be responsible for the setting and review of the curriculum but shall have regard to, but not be bound by, any views of the LGB.

6.6.2 The Directors shall be responsible for the standards achieved by the Academy and the pupils attending the Academy but may have regard to, but not be bound by, the advice and recommendations of the LGB.

6.6.3 Subject to the provisions of any statutory admissions code, the LGB shall be responsible for the review from time to time of the Academy's admissions policy. The Directors shall be ultimately responsible for the setting and approval of the admissions policy and no change will be made to the admissions criteria without the written consent of the Directors.

6.6.4 Any decision to expand the Academy shall be that of the Directors (with the written consent of the DBE) who shall have regard to, but not be bound by, the views of the LGB.

6.7 **Extended School and Business Activities**

Whilst the undertaking of any activities which would be described as part of the Academy's "extended schools agenda" or any activities designed to generate business income, shall be the responsibility of the LGB, this shall only be

undertaken in a manner consistent with any policy set by the Directors provided that:

(i) such policy is consonant with the trusts and ethos of the Academy; and

(ii) that the LGB shall have regard to the viability of such activities, the impact on the Academy's activities and any financial implications, such as the threat of taxation in light of the Company's charitable objects and any threat to funding provided by the Secretary of State.

6.8 **Regulatory Matters**

The Directors shall be responsible for the satisfaction and observance of all regulatory and legal matters but the LGB shall do all such things as the Directors may specify as being necessary to ensure that the Company is meeting its legal obligations.

## 7. OPERATIONAL MATTERS

7.1 The LGB shall comply with the obligations set out in Appendix 2 which deals with the day-to-day operation of, and delegation of responsibilities to, the LGB.

7.2 The LGB will adopt and will comply with all policies of the Directors communicated to the LGB from time to time.

7.3 Both the Directors and all members of the LGB have a duty to act with integrity, objectivity and honesty in the best interests of the Company and the Academy and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.

7.4 The LGB will review its policies and practices on a regular basis, having regard to recommendations made by the Directors from time to time, in order to ensure that the governance of the Academy is best able to adapt to the changing political and legal environment.

7.5 The LGB shall provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Directors may require from time to time.

7.6 The LGB shall submit to any inspections by the Directors, and any inspections pursuant to section 48 of the Education Act 2005 (Statutory Inspections of

Anglican Schools).

7.7 The LGB shall work closely with and shall promptly implement any advice or recommendations made by the Directors in the event that intervention is either threatened or is carried out by the Secretary of State and the Directors expressly reserve the unfettered right to review or remove any power or responsibility conferred on the LGB under this Scheme in such circumstances.

## 8. ANNUAL REVIEW AND TERMINATION

8.1 This Scheme shall operate from the Effective Date in respect of the named Academy.

8.2 This Scheme may be terminated by the Directors at any time by giving notice in writing to the LGB.

8.3 Notwithstanding this being the first Scheme to apply in respect of the Academy, the Directors will have the absolute discretion to review this Scheme at least on an annual basis and to alter any provisions of it.

8.4 In considering any material changes to this Scheme or any framework on which it is based, the Directors will have regard to and give due consideration of any views of the LGB.

This Scheme of Delegation was executed as a Deed on 20[●]

Executed on behalf of the Company by:

[**Either**

.....
**Director**

In the presence of:

Witness.....

Address.....

Occupation.....]

[**Or**

.....
**Director**

.....]
**Director/Secretary**

Executed on behalf of the LGB by:

.....
**Chairman**

In the presence of:

Witness.....

Address.....

Occupation.....]

## APPENDIX ONE

## FUNCTIONING OF THE LGB

### 1. CHAIRMAN, VICE-CHAIRMAN AND SECRETARY OF THE LGB

1.1 The chairman of each LGB shall be appointed by the Directors.

1.2 The secretary of each LGB shall be appointed by the Directors having due regard to, but not being bound by, the views of the LGB.

1.3 The members of the LGB may, for each school year, at their first meeting in that year, elect a vice-chairman from among their number to serve until a successor is elected or a vacancy occurs as envisaged in paragraph 1.5. Neither a person who is employed by the Company (whether or not at the Academy) nor a person who is at the time of election already a Director of the Company (except where such person is a Director by virtue of being the incumbent chairman) shall be eligible for election as vice-chairman.

1.4 Subject to paragraph 1.5, the chairman or vice-chairman shall hold office as such until his successor has been appointed or elected (respectively) in accordance with this paragraph 1.

1.5 The chairman or vice-chairman may at any time resign his office by giving notice in writing to the Directors. The chairman or vice-chairman shall cease to hold office if:

1.5.1 he ceases to serve on the LGB;

1.5.2 he is employed by the Company whether or not at the Academy;

1.5.3 he is removed from office in accordance with this Scheme; or

1.5.4 in the case of the vice-chairman, he is appointed in accordance with this Scheme to fill a vacancy in the office of chairman.

1.6 Where by reason of any of the matters referred to in paragraph 1.5, a vacancy arises in the office of chairman, the Directors shall appoint a new chairman.

1.7 Where by reason of any of the matters referred to in paragraph 1.5 a vacancy arises in the office of vice-chairman, the members of the LGB shall at its next meeting elect one of their number to fill that vacancy.

1.8 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.

1.9 Where in the circumstances referred to in paragraph 1.8 the vice-chairman is also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the members of the LGB shall elect one of their number to act as a chairman for the purposes of that meeting, provided that the person elected shall neither be a person who is employed by the Company whether or not at the Academy nor a Director.

1.10 Any election of the vice-chairman which is contested shall be held by secret ballot.

1.11 The chairman may be removed from office by the Directors at any time,

1.12 The vice-chairman may be removed by the LGB in accordance with this Scheme.

1.13 A resolution to remove the vice-chairman from office which is passed at a meeting of the LGB shall not have effect unless:

1.13.1 it is confirmed by a resolution passed at a second meeting of the LGB held not less than fourteen days after the first meeting; and

1.13.2 the matter of the vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.

1.14 Before a resolution is passed by the LGB at the relevant meeting as to whether to confirm the previous resolution to remove the vice-chairman from office, the person or persons proposing his removal shall at that meeting state their reasons for doing so and the vice-chairman shall be given an opportunity to make a statement in response.

## 2. CONFLICTS OF INTEREST

2.1 Any member of the LGB who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest (as that phrase is defined in paragraph 2.2 below)) which conflicts or may conflict with his duties as a member of the LGB shall disclose that fact to the LGB as soon as he becomes aware of it. A person must absent himself from any discussions of the LGB 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.

## 3. THE MINUTES

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

3.1.1 all appointments of members and/or officers made by the LGB and/or the Directors; and

3.1.2 all proceedings at meetings of the LGB and of committees of the LGB including the names of all persons present at each such meeting.

3.2 The chairman shall ensure that copies of minutes of all meeting of the LGB (and such of the subcommittees as the Directors shall from time to time notify) shall be provided to the Directors as soon as reasonably practicable after those minutes are approved.

## 4. COMMITTEES

4.1 The LGB may establish subcommittees as it sees fit but, save as set out in paragraph 5 below, such subcommittees will not have any delegated powers or responsibilities. Subcommittees may include individuals who are not members of the LGB, provided that such individuals are in a minority.

## 5. DELEGATION

5.1 Provided such power or function has been delegated to the LGB, the LGB may further delegate to any person serving on the LGB, subcommittee, the Principal or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions either the Directors or the LGB may impose and may be revoked or altered.

5.2 Where any power or function of the Directors or the LGB is exercised by any subcommittee, any Director or member of the LGB, the Principal or any other holder of an executive office, that person or subcommittee shall report to the LGB in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the LGB immediately following the taking of the action or the making of the decision.

## 6. MEETINGS OF THE LGB

6.1 Subject to the provisions contained in this Scheme, the LGB may regulate its proceedings as the members of the LGB think fit.

6.2 The LGB shall meet at least three times in every school year. Meetings of the LGB shall be convened by the secretary to the LGB. In exercising his functions under this Scheme the secretary shall comply with any direction:

6.2.1 given by the Directors or the LGB; or

6.2.2 given by the chairman of the LGB or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the LGB, so far as such direction is not inconsistent with any direction given as mentioned in 6.2.1 above.

6.3 Any three members of the LGB may, by notice in writing given to the secretary, requisition a meeting of the LGB; and it shall be the duty of the secretary to convene such a meeting as soon as is reasonably practicable.

6.4 Each member of the LGB shall be given at least seven clear days before the date of a meeting:

6.4.1 notice in writing thereof, signed by the secretary, and sent to each member of the LGB at the address provided by each member from time to time; and

6.4.2 a copy of the agenda for the meeting,

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.

6.5 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.

6.6 A resolution to rescind or vary a resolution carried at a previous meeting of the LGB shall not be proposed at a meeting of the LGB unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

6.7 A meeting of the LGB shall be terminated or adjourned (as applicable) forthwith if:

6.7.1 the members of the LGB so resolve; or

6.7.2 the number of members present fails or ceases to constitute a quorum for a meeting of the LGB in accordance with paragraph 6.10, subject to paragraph 6.12.

6.8 Where in accordance with paragraph 6.7 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 secretary 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.

6.9 Where the LGB resolves in accordance with paragraph 6.7 to adjourn a meeting before all the items of business on the agenda have been disposed of, the LGB 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 secretary to convene a meeting accordingly.

6.10 Subject to paragraph 6.12, the quorum for a meeting of the LGB, and any vote on any matter thereat, shall be any three of the members of the LGB, or, where greater, any one third (rounded up to a whole number) of the total number of members of the LGB at the date of the meeting.

6.11 The LGB may act notwithstanding any vacancies on its board, but, if the numbers of persons serving is less than the number fixed as the quorum, the continuing persons may act only for the purpose of filling vacancies or of calling a general meeting.

6.12 The quorum for the purposes of:

6.12.1 any vote on the appointment of a parent member in accordance with clause 5.2.9 of the Scheme;

6.12.2 any vote on the removal of a person in accordance with this Scheme;

6.12.3 any vote on the removal of the chairman of the LGB;

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.

6.13 Subject to this Scheme, every question to be decided at a meeting of the LGB shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the LGB shall have one vote.

6.14 Subject to paragraphs 6.10 – 6.12, 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.

6.15 The proceedings of the LGB shall not be invalidated by

6.15.1 any vacancy on the board; or

6.15.2 any defect in the election, appointment or nomination of any person serving on the LGB.

6.16 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the LGB or of a subcommittee of the LGB, shall be valid and effective as if it had been passed at a meeting of the LGB or (as the case may be) a subcommittee of the LGB duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the LGB and may include an electronic communication by or on behalf of the LGB indicating his or her agreement to the form of resolution providing that the member has previously notified the LGB in writing of the email address or addresses which the member will use.

6.17 Subject to paragraph 6.18, the LGB shall ensure that a copy of:

6.17.1 the agenda for every meeting of the LGB;

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

6.17.3 the signed minutes of every such meeting; and

6.17.4 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.

6.18 There may be excluded from any item required to be made available in pursuance of paragraph 6.17, any material relating to:

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

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

6.18.3 any matter which, by reason of its nature, the LGB is satisfied should remain confidential.

6.19 Any member of the LGB shall be able to participate in, and be counted as present at for the purposes of the quorum, meetings of the LGB by telephone or video conference provided that:

6.19.1 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

6.19.2 the LGB has access to the appropriate equipment,

and provided that, if after all reasonable efforts it does not prove possible for that person to participate by telephone or video conference, the meeting may still proceed with its business provided it is otherwise quorate.

## 7. NOTICES

7.1 Any notice to be given to or by any person pursuant to this Scheme (other than a notice calling a meeting of the LGB) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Scheme, "Address" in relation to electronic communications, includes a number or address used for the purposes

of such communications.

7.2 A notice may be given by the LGB to its members either personally or by sending it by post in a prepaid envelope addressed to the member 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 LGB by the member. A member whose registered address is not within the United Kingdom and who gives to the LGB 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 member shall be entitled to receive any notice from the LGB.

7.3 A member of the LGB present, either in person or in accordance with paragraph 6.19, at any meeting of the LGB shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

7.4 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.

## 8. INDEMNITY

8.1 Subject to the provisions of the Companies Act 2006 every member of the LGB 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.

**APPENDIX TWO**

**Levels of Delegation**

# TRUST DELEGATION CHECK LIST

**KEY**

Level 1: The Multi-Academy Trust (the Company)

Level 2: Local Governing Body (LGB)

Level 3: A committee of the Governing Body

Level 4: Principal/ Headteacher

*It should be remembered that although decisions may be delegated, the LGB together with the Trust as a whole remains responsible for any decision made under delegation*

| | | | Decision Level | | | |
|---|---|---|---|---|---|---|
| **Function** | **No** | **Tasks** | **1** | **2** | **3** | **4** |
| **Central Services** | 1. | To determine the scope of mandatory core services to be delivered by the Company on behalf of its Academies | √ | | | |
| | 2. | To identify those additional services to be procured on behalf of individual academies | √ | | | |
| | 3. | To ensure centrally procured services provide value for money | √ | | | |
| **Budgets** | 4. | To determine to proportion of the overall Academy budget to be delegated to individual Academies | √ | | | |
| | 5. | To develop and propose the individual Academy budget | √ | | | |

| | | | Decision Level | | | |
|---|---|---|---|---|---|---|
| **Function** | **No** | **Tasks** | **1** | **2** | **3** | **4** |
| | | | | | | |
| | 6. | To approve the first formal budget plan each financial year | √ | | | |
| | 7. | To monitor monthly expenditure | | | | √ |
| | 8. | To approve any between budget headings and/or likely budget overspends | √ | | | |
| | 9. | To establish financial decision levels and limits | √ | | | |
| | 10. | To establish a charging and remissions policy | √ | | | |
| | 11. | Miscellaneous financial expenditure outside of the agreed budget | √ | | | |
| | 12. | To enter into contracts up to an agreed financial limit in accordance with the Trust's financial policy and procedures | | √ | | |
| | 13. | To make payments within agreed financial limits | | √ | | |
| **Staffing** | 14. | Principal appointments (selection panel) | √ | | | |
| | 15. | Deputy appointments (selection panel) | √ | | | |
| | 16. | Appoint other teachers | | | | √ |

| | | | Decision Level | | | |
|---|---|---|---|---|---|---|
| **Function** | **No** | **Tasks** | **1** | **2** | **3** | **4** |
| | | | | | | |
| | 17. | Appoint non teaching staff | | | | √ |
| | 18. | Agree a pay policy | √ | | | |
| | 19. | Pay discretions | | √ | | |
| | 20. | Establishing disciplinary/capability procedures | √ | | | |
| | 21. | Dismissal of Headteacher/Deputy | √ | | | |
| | 22. | Dismissal of other staff | | √ | | |
| | 23. | Suspending Principal | √ | | | |
| | 24. | Suspending other Staff | | | | √ |
| | 25. | Ending suspension (Principal) | √ | | | |
| | 26. | Ending Suspension (other Staff) | | | | √ |
| | 27. | Determining Staff complement within agreed budget | √ | | | |
| | 28. | Determining dismissal payments/early retirement | √ | | | |
| **Curriculum** | 29. | To develop a curriculum policy | | √ | | |

| | | | Decision Level | | | |
|---|---|---|---|---|---|---|
| **Function** | **No** | **Tasks** | **1** | **2** | **3** | **4** |
| | | | | | | |
| | 30. | To implement curriculum policy | | | | √ |
| | 31. | Responsible for standards of teaching | | | | √ |
| | 32. | Responsibility for individual child's education | | | | √ |
| | 33. | Provision of sex education – to establish and keep up to date a written policy | | √ | | |
| | 34. | To prohibit political indoctrination and ensure the balanced treatment of political issues | | √ | | |
| **Performance Management** | 35. | To develop a performance management policy | √ | | | |
| | 36. | To implement the performance management policy | | √ | | √ |
| | 37. | To review annually the performance management policy | √ | | | |
| **Target Setting** | 38. | To propose targets for pupil achievement | | | | √ |
| | 39. | To agree targets for pupil achievement | √ | | | |
| | 40. | Responsibility for pupil outcomes | | √ | | |

| | | | Decision Level | | | |
|---|---|---|---|---|---|---|
| **Function** | **No** | **Tasks** | **1** | **2** | **3** | **4** |
| | 41. | To establish a behavior policy | | √ | | |
| | 42. | To review the use of exclusion and to decide whether or not to confirm all permanent exclusions and fixed term exclusions where the pupil is either excluded for more than 15 days in total in a term or would lose the opportunity to sit a public examination. (Can be delegated to chair/vice-chair in cases of urgency) | | | √ | |
| | 43. | To direct reinstatement of excluded pupils (Can be delegated to chair/vice-chair in cases of urgency) | | | √ | |
| **Admissions** | 44. | To consult before setting an admissions policy | | √ | | |
| | 45. | To propose oversubscription criteria, subject to compliance with the current School Admissions Code | | √ | | |
| | 46. | Admissions: application decisions | | | √ | |
| | 47. | To appeal against LA directions to admit pupil(s) | | √ | | |
| **Religious Education** | 48. | Responsibility for ensuring provision of RE in line with school's basic curriculum | | √ | | |
| **Collection Worship** | 49. | To ensure that all pupils take part in a daily act of collective worship | | √ | | |
| **Premises & Insurance** | 50. | Buildings insurance and personal liability | | √ | | |

| | | | Decision Level | | | |
|---|---|---|---|---|---|---|
| **Function** | **No** | **Tasks** | **1** | **2** | **3** | **4** |
| | 51. | Developing school buildings strategy or master plan | | √ | | |
| | 52. | Procuring and maintaining buildings, including developing properly funded maintenance plan | | √ | | |
| | 53. | To institute a health and safety policy | √ | | | |
| | 54. | To ensure that health and safety regulations are followed | | √ | | √ |
| | 55. | To publish proposals to change category of school | √ | | | |
| | 56. | To set the dates of school terms and holidays | √ | | | |
| | 57. | To set the times of school sessions | | √ | | |
| | 58. | To ensure that the school meets for 380 sessions in a school year | | √ | | |
| | 59. | To prepare and publish the school prospectus | | √ | | |
| | 60. | To ensure provision of free school meals to those pupils meeting the criteria | | √ | | |
| | 61. | Adoption and review of home-school agreements | | √ | | |
| | 62. | To appoint (and remove) the chair of the LGB | √ | | | |

| | | | Decision Level | | | |
|---|---|---|---|---|---|---|
| **Function** | **No** | **Tasks** | **1** | **2** | **3** | **4** |
| | | | | | | |
| | 63. | To appoint and dismiss the clerk to the LGB | √ | | | |
| | 64. | To hold a full LGB meeting at least three times in a school year | | √ | | |
| | 65. | To appoint and remove members of the LGB, other than staff and parent governors | √ | | | |
| | 66. | To set up a Register of governors' Business Interests | | √ | | |
| | 67. | To approve and set up a governors' Expenses Scheme | √ | | | |
| | 68. | To discharge duties in respect of pupils with special needs by appointing a "responsible person" | | √ | | |
| | 69. | To consider whether or not to exercise delegation of functions to individuals | | √ | | |
| | 70. | To regulate the LGB procedures (where not set out in law) | √ | | | |
| | 71. | To decide to offer additional activities and what form these should take | | √ | | |
| | 72. | To put into place the additional services provided | | | | √ |
| | 73. | To ensure delivery of services provided | | √ | | |

| | | | Decision Level | | | |
|---|---|---|---|---|---|---|
| **Function** | **No** | **Tasks** | **1** | **2** | **3** | **4** |
| | 74. | To cease providing extended school provision | | √ | | |
| | 75. | To institute a safeguarding policy | | √ | | |
| | 76. | To ensure that the safeguarding policy is implemented | | √ | | |
| | 77. | To determine, on an annual basis, those policies which will be developed by the Trust and mandatory for all Trust Academies | √ | | | |
| | 78. | To provide to the Trust, on an annual basis, copies of all policies and procedures and a schedule for their review | | √ | | |