



# **SCHEME OF DELEGATION**

made between

*Diocese of Norwich Education and Academies Trust (DNEAT)*

and

*The Local Governing Body of*

*St Peter and St Paul Carbrooke Church of England Primary Academy*

**EFFECTIVE DATE: 1 September 2016**

**THIS SCHEME OF DELEGATION** (which in this document is referred to as the "**Scheme**") is made on 1 September 2016 between:

- (1) **The Diocese of Norwich Multi Academy Trust a company limited by guarantee and registered in England and Wales under company number 8737435 (the "Company");** and
- (2) **THE LGB OF St Peter and St Paul Carbrooke Church of England Primary Academy (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;

**"Budget"** means the annual budget set by the Trustees 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;

**"Trustees"** means the Trustees of the Company;

**"Effective Date"** means 1 September 2016;

**"Incumbent"** means Priest incumbent of the parish of Carbrooke St Peter and St Paul;

**"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 31<sup>st</sup> October 2013;

**"Headteacher"** means the headteacher or principal 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 1 February 2015;

**"Secretary of State"** means the Secretary of State for Education and his successors

**"Trustees"** as defined in the Articles.

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.

- 1.2 Reference in this Scheme to clauses, paragraphs and annexes shall, unless otherwise stated, be to clauses, paragraphs and annexes of this Scheme.
- 1.3 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 Trustees who are responsible for, and oversee, the management and administration of the Company and the academies run by the Company. St Peter and St Paul Carbrooke Church of England Primary Academy (the "Academy") is one of the academies.
- 2.2 The Trustees 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 Trustees 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 Trustees 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 Trustees fulfil their responsibilities for the leadership and management of the Academy, the respective roles and responsibilities of the Trustees 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 Trustees from the Effective Date in accordance with the provisions of the Company's Articles and it should be read in conjunction with those Articles as well as with:
- (i) the Trustees' 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 Company Trustees.
- 2.6 References in this Scheme to numbered Articles shall be to the relevant provision of the Articles.

### **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. TRUSTEES' POWERS AND RESPONSIBILITIES**

- 4.1 The Trustees 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 Trustees have the power to direct change where required.

- 4.2 The Trustees 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 Trustees 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 Article 101 provides for the appointment by the Trustees of committees to whom the Trustees may delegate certain of the functions of the Trustees. In further recognition of the Trustees' 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 Trustees 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 and no more than sixteen but there must be a majority of Trust Appointed Governors, unless otherwise determined by the Trustees.
- 5.1.2 The LGB shall have the following members:
- 5.1.2.1 Up to 10 members, appointed under clause 5.2.1;
  - 5.1.2.2 1 staff member, appointed under clause 5.2.2;
  - 5.1.2.3 2 parent members elected or appointed under clause 5.2.5; and
  - 5.1.2.4 the Headteacher.

- 5.1.3 The LGB may also have co-opted members appointed under clause 5.3.
- 5.1.4 The Trustees (all or any of them) shall also be entitled to serve on the LGB and attend any meetings of the LGB. Any Trustee 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 Trustees to uphold the objects of the Company.

## 5.2 **Appointment of members of the LGB**

### *General members*

- 5.2.1 The Trustees may appoint up to 10 persons to serve on the LGB with a minimum of 6. A minimum of 2 – and up to one quarter of the total number of members of the LGB - shall be appointed by the Trustees as governors to represent the interests of the Foundation. The Trustees will have regard to nominations from the principal officiating ministers for the parishes in the area served by the academies, but shall not be bound by them.

### *Staff members*

- 5.2.2 The Trustees may appoint 1 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 Headteacher) 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 Trustees 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 Headteacher) 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 Trustees.

### *Ex officio members*

- 5.2.4 The Headteacher and the Incumbent (if so appointed as a member by the Trustees under clause 5.2.1) 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 they must be a parent of a pupil at the Academy at the time when they are elected.
- 5.2.6 The Trustees 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 they prefer, by having their 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 they are 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 Trustees 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 5.2.9, the Trustees 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 Trustees may appoint up to 2 persons to be “co-opted” 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 appointed or elected to serve on the LGB. The Trustees 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 Headteacher).

### 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 Headteacher 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 Trustees under clause 5.2.1) 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 up to three years.

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 they resign their 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 Any person (including Parent members) serving on the LGB shall cease to hold office if the Trustees decide to remove them. Persons may be removed by Trustees where there is evidence that the person is not carrying out their role effectively, or is bringing the Trust into disrepute or is failing to uphold the ethos and values of the Trust.



- 5.5.3 If any person who serves on the LGB in their capacity as an employee at the Academy ceases to work at the Academy then they shall be deemed to have resigned and shall cease to serve on the LGB automatically on termination of their work at the Academy.
- 5.5.4 Where a person who serves on the LGB resigns their office or is removed from office, that person or, where they are removed from office, those removing him, shall give written notice thereof to the Trustees.
- 5.5.5 Any or all persons serving on the LGB may be removed when it is deemed necessary for that LGB to be replaced by a Transition Board.

## 5.6 **Disqualification of members of the LGB**

- 5.6.1 No person shall be qualified to serve on the LGB unless they are aged 18 or over at the date of their 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 they become incapable by reason of illness or injury of managing or administering their own affairs.
- 5.6.3 A person serving on the LGB shall cease to hold office if they are absent without the consent of the Chair of the LGB from all the full meetings of the LGB held within a period of six months and the LGB resolves that their office be vacated.
- 5.6.4 A person shall be disqualified from serving on the LGB if:
  - 5.6.4.1 Their estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
  - 5.6.4.2 They are 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 they are 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 they 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 they have 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 they were responsible or to which they were privy, or which by their conduct contributed to or facilitated.
- 5.6.8 A person shall be disqualified from serving on the LGB where they have, 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.
- 5.6.9 After the Academy has opened, a person shall be disqualified from serving on the LGB if they have not provided to the Trustees 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 Headteacher 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.
- 5.6.10 Where, by virtue of this Scheme, a person becomes disqualified from serving on the LGB; and they were, or was proposed, to so serve, they shall upon becoming so disqualified give written notice of that fact to the Trustees.

5.6.11 This clause 5.6 [and paragraph B of Appendix One] shall also apply to any member of any committee of the LGB who is not 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 Trustees of the Company;

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

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

the management of the business of the Academy shall otherwise be delegated by the Trustees 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 Trustees 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 Trustees to the LGB and from there to individuals. The Appendices will be reviewed by the Trustees on an annual basis. Trustees 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 Trustees.
- 6.1.6 In the exercise of its powers and functions, the LGB shall consider any advice given by the Headteacher and any other executive officer as well as the Trustees.
- 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 Trustees.

## 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 Trustees.
- 6.2.2 At all times, the Trustees 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 6.1.4, the LGB shall first obtain the written consent of the Trustees via the Finance, Audit and Resources Committee to any contracts or expenditure or any single matter above £30,000.00, or any contract with a duration longer than 12 months.

### *Finance*

- 6.3.2 The Trustees 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 Trustees in accordance with the Budget.
- 6.3.3 The accounts of the Company shall be the responsibility of the Trustees but the LGB shall provide such information about the finances of the Academy as often and in such format as the Trustees shall require. [Without prejudice to the above, the LGB shall provide monthly management accounts to the Trustees.]
- 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 67 and 67A of the Master Funding Agreement are observed at all times as well as any requirements and recommendations of the Trustees and the Secretary of State.
- 6.3.5 The LGB shall inform the Trustees of any need for significant unplanned expenditure and will discuss with the Trustees (and others as the Trustees 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, and in accordance with the Company's Finance Policy.

## 6.4 Premises

- 6.4.1 Subject to and without prejudice to clauses 6.3.4 and 6.4.5, 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 Trustees (and/or any others) as owners of such buildings and facilities.
- 6.4.2 The Trustees 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 Trustees.
- 6.4.4 Insuring the land and buildings used by the Academy will be the responsibility of the Trustees who will recover the cost from the budget delegated to the LGB.

## 6.5 Human Resources

### 6.5.1 Headteacher

The Trustees shall appoint the Headteacher in accordance with the Articles. The Trustees [and the LGB] may delegate such powers and functions as they consider are required by the Headteacher for the internal organisation, management and control of the Academy (including the implementation of all policies set by the Trustees for the direction of the teaching and curriculum at the Academy). The LGB will be expected to take part in the selection and appointment process.

### 6.5.2 Other Staff

6.5.2.1 The Trustees 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 Trustees from time to time;

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

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

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

6.5.2.3 The Trustees together with the LGB shall carry out the performance management of all staff (including the Headteacher) 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 Trustees' obligation to the Secretary of State to provide a broad and balanced curriculum, the Trustees 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 Trustees 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 Trustees 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 Trustees.

6.6.4 Any decision to expand the Academy shall be that of the Trustees (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 Trustees 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 Trustees shall be responsible for the satisfaction and observance of all regulatory and legal matters but the LGB shall do all such things as the Trustees 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 Trustees communicated to the LGB from time to time.

7.3 Both the Trustees 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 Trustees 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 Trustees may require from time to time.
- 7.6 The LGB shall submit to any inspections by the Trustees, and any inspections pursuant to section 48 of the Education Act 2005 (Statutory Inspections of Anglican and Methodist Schools).
- 7.7 The LGB shall work closely with and shall promptly implement any advice or recommendations made by the Trustees in the event that intervention is either threatened or is carried out by the Secretary of State and the Trustees 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 Trustees at any time by giving notice in writing to the LGB. The termination will be immediate unless a future date is specified by the Trustees.
- 8.3 Notwithstanding this being the first Scheme to apply in respect of the Academy, the Trustees 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 Trustees will have regard to and give due consideration of any views of the LGB.



**The Local Governing Body of  
St Peter and St Paul Carbrooke Church of England Primary Academy**

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

Executed on behalf of the LGB by:

.....  
**Chairman**

In the presence of:

Witness (name): .....

Address: .....

.....

Occupation.....

Date: .....

=====

Executed on behalf of the Company by:

.....  
**Trustee**

In the presence of:

Witness (name): .....

Address: .....

.....

Occupation.....



## APPENDIX ONE

### FUNCTIONING OF THE LGB

#### A CHAIRMAN, VICE-CHAIRMAN AND CLERK OF THE LGB

- A.1 The chairman of each LGB shall be appointed by the Trustees having due regard to, but not being bound by, the views of the LGB.
- A.2 The clerk of each LGB shall be appointed by the Trustees having due regard to, but not being bound by, the views of the LGB.
- A.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 A.5. Neither a person who is employed by the Company (whether or not at an Academy) nor a person who is at the time of election already a Trustee of the Company (except where such person is a Trustee by virtue of being the incumbent chairman) shall be eligible for election as vice-chairman.
- A.4 Subject to paragraph A.5, the chairman or vice-chairman shall hold office as such until their successor has been appointed or elected (respectively) in accordance with this clause 1.
- A.5 The chairman or vice-chairman may at any time resign their office by giving notice in writing to the Trustees. The chairman or vice-chairman shall cease to hold office if:
- i) They cease to serve on the LGB;
  - ii) They are employed by the Company whether or not at an Academy;
  - iii) They are removed from office in accordance with this Scheme; or
  - iv) In the case of the vice-chairman, they are appointed in accordance with this Scheme to fill a vacancy in the office of chairman.
- A.6 Where by reason of any of the matters referred to in paragraph A.5, a vacancy arises in the office of chairman, the Trustees shall appoint a new chairman.
- A.7 Where by reason of any of the matters referred to in paragraph A.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.

- A.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.
- A.9 Where in the circumstances referred to in paragraph A.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 an Academy nor a Trustee.
- A.10 Any election of the vice-chairman which is contested shall be held by secret ballot.
- A.11 The chairman may be removed from office by the Trustees at any time.
- A.12 The vice-chairman may be removed by the LGB in accordance with this Scheme.
- A.13 A resolution to remove the vice-chairman from office which is passed at a meeting of the LGB shall not have effect unless:
- i) 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
  - ii) 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.
- A.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 their 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.

## **B CONFLICTS OF INTEREST**

- B.1 Any member of the LGB or any member of a committee of the LGB who is not also a 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 B.2 below) which conflicts or may conflict with their duties as a member of the LGB shall disclose that fact to the LGB as soon as they become aware of it. A person must absent themselves from any discussions of the LGB in which it is possible that a conflict will arise between their 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).

- B.2 For the purpose of paragraph B.1, a person has a Personal Financial Interest if they are 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 an Academy.

## **C THE MINUTES**

- C.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:
- i) all appointments of members and/or officers made by the LGB and/or the Trustees; and
  - ii) all proceedings at meetings of the LGB and of committees of the LGB including the names of all persons present at each such meeting.
- C.2 The chairman shall ensure that copies of minutes of all meeting of the LGB (and such of the subcommittees as the Trustees shall from time to time notify) shall be provided to the Trustees as soon as reasonably practicable after those minutes are approved.

## **D COMMITTEES**

- D.1 The LGB may establish subcommittees as it sees fit. Subcommittees may include individuals who are not members of the LGB, provided that such individuals are in a minority.

## **E DELEGATION**

- E.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 Headteacher 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 Trustees or the LGB may impose and may be revoked or altered.
- E.2 Where any power or function of the Trustees or the LGB is exercised by any subcommittee, any Trustee or member of the LGB, the Headteacher 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.

## **F MEETINGS OF THE LGB**

- F.1 Subject to the provisions contained in this Scheme, the LGB may regulate its proceedings as the members of the LGB think fit.
- F.2 The LGB shall meet at least three times in every school year. Meetings of the LGB shall be convened by the Clerk to the LGB. In exercising their functions under this Scheme the clerk shall comply with any direction:
- i) Given by the Trustees or the LGB; or
  - ii) Given by the chairman of the LGB or, in their 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 F.2(i) above.
- F.3 Any three members of the LGB may, by notice in writing given to the clerk, requisition a meeting of the LGB; and it shall be the duty of the clerk to convene such a meeting as soon as is reasonably practicable.
- F.4 Each member of the LGB shall be given at least seven clear days before the date of a meeting:
- i) notice in writing thereof, signed by the clerk, and sent to each member of the LGB at the address provided by each member from time to time; and
  - ii) a copy of the agenda for the meeting,
- provided that where the chairman or, in their 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.
- F.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.
- F.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.

- F.7 A meeting of the LGB shall be terminated forthwith if:
- i) the members of the LGB so resolve; or
  - ii) the number of members present ceases to constitute a quorum for a meeting of the LGB in accordance with paragraph F.10, subject to paragraph F.12.
- F.8 Where in accordance with paragraph F.7 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the clerk as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.
- F.9 Where the LGB resolves in accordance with paragraph F.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 clerk to convene a meeting accordingly.
- F.10 Subject to paragraph F.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, provided that no quorum shall be reached unless a majority of the Trust appointed LGB members are present.
- F.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.
- F.12 The quorum for the purposes of:
- i) any vote on the appointment of a parent member in accordance with clause 5.2.9 of the Scheme;
  - ii) any vote on the removal of a person in accordance with this Scheme;
  - iii) not used
- 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.

- F.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.
- F.14 Subject to paragraphs F.10 – F.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.
- F.15 The proceedings of the LGB shall not be invalidated by
- i) any vacancy on the board; or
  - ii) any defect in the election, appointment or nomination of any person serving on the LGB.
- F.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 their 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.
- F.17 Subject to paragraph F.18, the LGB shall ensure that a copy of:
- i) the agenda for every meeting of the LGB;
  - ii) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
  - iii) the signed minutes of every such meeting; and
  - iv) any report, document or other paper considered at any such meeting,
- are, as soon as is reasonably practicable, made available at the Academies to persons wishing to inspect them.
- F.18 There may be excluded from any item required to be made available in pursuance of paragraph F.17, any material relating to:
- i) a named teacher or other person employed, or proposed to be employed, at an Academy;

- ii) a named pupil at, or candidate for admission to, an Academy; and
- iii) any matter which, by reason of its nature, the LGB is satisfied should remain confidential.

F.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:

- i) They have given notice of their intention to do so detailing the telephone number on which they can be reached and/or appropriate details of the video conference suite from which they shall be taking part at the time of the meeting at least 48 hours before the meeting; and
- ii) 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.

## **G NOTICES**

G.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.

G.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 their 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 them, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to them at that address, but otherwise no such member shall be entitled to receive any notice from the LGB.

G.3 A member of the LGB present, either in person or in accordance with paragraph F.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.

- G.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.

## **H INDEMNITY**

- H.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 Academies shall be indemnified out of the assets of the Company against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which they are acquitted or in connection with any application in which relief is granted to them 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

### SCHEME OF DELEGATION CHECK LIST

#### KEY

Level 1: The Trust Board and sub-committees

Level 2: The Local Governing Body (LGB) and sub-committees

Level 3: The 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.*

This schedule will be reviewed at least annually and may be subject to more frequent review where there is felt to be cause for concern.

Responsibilities in red text may be delegated differently based on the DNEAT risk rating process or where the Trust has identified areas of concern. Specific areas which may trigger the removal of a responsibility are shown overleaf.

#### Abbreviations:

FARC Finance, Audit and Resources Committee (DNEAT Board sub-committee)

LGB Local Governing Body

HT Headteacher

SSDC Standards and Strategic Development Committee (DNEAT Board sub-committee)

<b>Triggers for removal of responsibilities</b>	
<b>Area of concern</b>	<b>Evidence base</b>
The current overall effectiveness	<ul style="list-style-type: none"> <li>• An analysis of pupil outcomes using national data sets for the end of each key stage and the current assessment information held for all year groups by each academy</li> <li>• An analysis of attendance and exclusion rates using national and academy data sets</li> </ul>
The capacity of leadership to improve	<ul style="list-style-type: none"> <li>• The validation of each academy's monitoring evidence by AGEPS</li> <li>• DNEAT Academy Effectiveness Reviews</li> <li>• AGEP records of visit</li> <li>• External scrutiny and reporting, for example DFE adviser, Ofsted and other visit reports</li> <li>• Governor quality assurance</li> <li>• High governor vacancy rates</li> <li>• Website compliance checks</li> <li>• Quality of safeguarding</li> <li>• Observations of teaching and scrutinies of work</li> <li>• Pupil/parent voice and parental complaints</li> <li>• Accuracy of assessment information and quality of analysis to identify essential priorities</li> <li>• Quality of self-evaluation and improvement planning</li> </ul>
The number of years each academy has been part of the trust	<ul style="list-style-type: none"> <li>• Progress over time with account taken of the time remaining before inspection</li> </ul>
Finance	<ul style="list-style-type: none"> <li>• Financial risk rating</li> </ul>
Staffing	<ul style="list-style-type: none"> <li>• Staff turbulence</li> <li>• Interim Leadership</li> </ul>

NO.	RESPONSIBILITY	TRUST BOARD	LGB	HT
<b>Central Services</b>				
1	To determine the scope of mandatory core services to be delivered by the Company on behalf of its Academies	FARC		
2	To identify those additional services to be procured on behalf of individual academies	FARC		
3	To ensure centrally procured services provide value for money	FARC		
<b>Finance and Budgets</b>				
4	To develop and approve a Finance Policy	FARC		
5	To determine the proportion of the overall Academy budget to be delegated to individual Academies	BOARD		
6	To develop and propose the individual Academy budget including the first formal budget plan.		LGB	
7	To approve the first formal budget plan each financial year	FARC		
8	To monitor expenditure against budget on a regular basis		RESOURCES	
9	Within the limits of the DNEAT Financial Policy, to take day to day management decisions regarding virement between budget headings and report to the LGB			HT
10	To approve any virement between budget headings and/or likely budget overspends except where this would produce a deficit		RESOURCES	
11	To establish financial decision levels and limits in accordance with section 6 of the Scheme of Delegation and the Trust Finance Policy	FARC		
12	To establish a charging and remissions policy (see also 43)	FARC		
13	To appoint the Accounting Officer	BOARD		
14	To manage the miscellaneous financial expenditure outside of the agreed budget			HT
15	To enter into contracts (Trustees may wish to agree financial and contract duration limits through the Finance Policy) up to the limits of delegation and within an agreed budget		RESOURCES	HT
16	To make payments within financial limits set out in the Finance Policy		RESOURCES	HT
<b>Staffing</b>				
17	To make Headteacher appointments (selection panel) in accordance with 6.5.1 of the Scheme of Delegation.	BOARD		
18	To make Deputy appointments (selection panel)		LGB	
19	To appoint other teachers		PANEL	
20	To appoint non-teaching staff		PANEL	
21	To agree a pay policy and other HR policies and procedures	PERSONNEL		

NO.	RESPONSIBILITY	TRUST BOARD	LGB	HT
22	To implement the Pay Policy and procedures in line with agreed budget			HT
23	To approve pay discretions in accordance with the agreed Pay Policy		RESOURCES	
24	To manage day to day decisions on staff pay and hours to ensure effective operation of the Academy within agreed budget.			HT
25	To establish disciplinary/capability procedures	PERSONNEL		
26	To dismiss Headteacher	BOARD		
27	To dismiss other staff			HT
28	To suspend Headteacher	BOARD		
29	To suspend other Staff			HT
30	To end suspension (Headteacher)	BOARD		
31	To end Suspension (other Staff)			HT
32	To determine Staff complement within agreed budget		RESOURCES	
33	To approve dismissal payments / early retirement / settlement agreements	PERSONNEL		
<b>Curriculum</b>				
34	To develop and review the curriculum and planning policy		STANDARDS & CURRICULUM	
35	To implement curriculum and planning policy			HT
36	To be responsible and accountable for standards of teaching			HT
37	To hold the Headteacher to account for standards of teaching		LGB	
38	To be responsible and accountable for individual child's education			HT
39	To hold the Headteacher to account for individual child's education		LGB	
40	To develop and keep up to date a written policy regarding the provision of sex and relationships education	BOARD		
41	To develop a Religious Education Policy	BOARD		
42	To ensure compliance with the Prevent Duty		LGB	
43	To implement the Trust's Charges and Remissions Policy for activities at the Academy (see also 12)		RESOURCES	



NO.	RESPONSIBILITY	TRUST BOARD	LGB	HT
<b>Performance Management</b>				
44	To develop a performance management policy	PERSONNEL		
45	To implement the performance management policy excluding the Headteacher			HT
46	To lead and implement the Headteacher's performance management	PERSONNEL		
47	To review annually the performance management policy	PERSONNEL		
<b>Standards and Behaviour</b>				
48	To propose targets for pupil achievement			HT
49	To approve targets for pupil achievement	SSDC		
50	To be responsible and accountable for pupil outcomes			HT
51	To hold the Headteacher to account for pupil outcomes	SSDC	LGB	
52	To develop and approve the Behaviour Policy		LGB	
53	To implement the Behaviour Policy			HT
54	To appoint the members of the panel to review whether to uphold an exclusion or direct the reinstatement of a pupil (immediately or on a particular date)		LGB	
<b>Admissions</b>				
55	To develop and approve an Admissions Policy	BOARD		
56	To consult before setting an admissions policy		LGB	
57	To consider Admissions application decisions and appeals		PANEL	
58	To appeal against LA directions to admit pupil(s)		LGB	
<b>Collective Worship</b>				
59	To develop and approve a Collective Worship Policy	BOARD		
60	To ensure that all pupils take part in a daily act of collective worship		LGB	
<b>Premises and Insurance</b>				
61	To review arrangements for buildings insurance and employers' and personal liability (currently through the EFA RPA scheme)	FARC		
62	To review arrangements for Vehicle, Equipment, Sickness and Maternity Cover and any other insurance not included in RPA		RESOURCES	

NO.	RESPONSIBILITY	TRUST BOARD	LGB	HT
63	To develop and update academy premises development plan		RESOURCES	
64.	To maintain site and buildings, in line with maintenance and premises development plans			HT
65	To develop properly funded maintenance plan		RESOURCES	
<b>Health and Safety</b>				
66	To develop and approve a Health & Safety Policy framework.	FARC		
67	To develop and implement a health and safety policy in line with the policy framework		LGB	
68	To ensure that health and safety regulations are followed		RESOURCES	
<b>School Organisation</b>				
69	To publish proposals to change category of school	BOARD		
70	To approve changes to the times of the school day	BOARD		
71	To set the times of school sessions and extended activities		LGB	
72	To approve the dates of school terms, holidays and Trust-wide CPD days	BOARD		
73	To ensure that the school meets for 380 sessions in a school year		LGB	
<b>Information for Parents</b>				
74	To ensure that information for prospective and existing parents is available online, or paper-based if required			HT
75	To ensure provision of free school meals to those pupils meeting the criteria			HT
76	To ensure statutory information regarding SEND (including annual SEN Information Report) is published on the academy website		STANDARDS & CURRICULUM	
<b>Governance Procedures</b>				
77	To draw up governing structures and documents and any amendments thereafter	BOARD		
78	To recommend appointment and removal of the Chair of the LGB		LGB	
79	To approve appointment and removal of the chair of the LGB	SSDC + CHAIR		
80	To approve appointment and dismissal of the clerk to the LGB	SSDC + CHAIR		
81	To hold a full LGB meeting in line with DNEAT Governance Framework or a meeting of the temporary governing body as often as may be required		LGB	
82	To appoint members of the LGB and remove members of the LGB in line with section 5.5 of the Scheme of Delegation	SSDC + CHAIR		

NO.	RESPONSIBILITY	TRUST BOARD	LGB	HT
83	To set up a Register of LGB Governors' Pecuniary and Personal Interests		LGB	
84	To approve and set up a Governors/Trustees' Allowances Scheme	BOARD		
85	To appoint a "responsible person"/link governor to discharge duties in respect of Safeguarding, SEND, LAC, Pupil Premium, Health & Safety, Academy Website Compliance		LGB	
86	To ensure proper election processes are followed for staff and parent representatives on the LGB		LGB	
87	To regulate the LGB procedures (where not set out in law)	BOARD		
88	To determine the development needs of governors and put in place an appropriate programme based upon a skills audit		LGB	
89	To approve the formation of federated governing bodies under executive headship	BOARD		
<b>Extended Schools</b>				
90	To decide to offer additional activities and what form these should take		LGB	
91	To put into place the additional services provided			HT
92	To ensure delivery of services provided			HT
93	To cease providing extended school provision		LGB	
<b>Safeguarding</b>				
94	To develop and approve a safeguarding policy	BOARD		
95	To ensure that the safeguarding policy is implemented, monitored and evaluated		LGB	
<b>Equality and Diversity</b>				
96	To develop and approve an equality and diversity policy	BOARD		
97	To ensure that the equality and diversity policy is implemented, monitored and evaluated		LGB	
<b>Policies and Compliance</b>				
98	To determine, on an annual basis, those policies which will be developed by the Trust and are mandatory for all Trust Academies	BOARD		
99	To publish on academy website all locally developed policies and procedures		LGB	
100	To ensure Trust website is compliant with legislative requirements	BOARD		
101	To ensure academy website is compliant with legislative requirements		LGB	
102	Produce and monitor an academy level risk register taking into account Trust-wide Risk Register		LGB	

NO.	RESPONSIBILITY	TRUST BOARD	LGB	HT
<b>Monitoring and Evaluation</b>				
103	To ensure all academies are conversant with Ofsted and SIAMS inspection frameworks and prepared for inspection	BOARD		
104	Carry out annual self-assessment of the LGB and report to Trust Board		LGB	