



**SCHEME OF DELEGATION for Vale of Evesham School**  
EFFECTIVE DATE: 1 April 2013  
**Reviewed October 2017**

## **1. INTRODUCTION**

- 1.1 As a charity and company limited by guarantee, Advance Trust (the “Company”) is governed by a Board of Directors (the “Directors”) who are responsible for, and oversee, the management and administration of the Company and the academies run by the Company and **Vale of Evesham School** (the “Academy”) is one of the academies.
- 1.2 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 they provide and they are required to have systems in place through which they can assure themselves of quality, safety and good practice.
- 1.3 In order to discharge these responsibilities, the Directors appoint people who are more locally based to serve on a board (the “Local Governing Body”) which has been established to ensure the good governance of the Academy.
- 1.4 The Directors shall delegate various delegated functions to the Local Governing Body pursuant to clause 5 of this Scheme, but the function of the Local Governing Body shall be to:
  - 1.4.1 have a monitoring role in connection with the Academy;
  - 1.4.2 consider budget monitoring information and make recommendations to the Headteacher in relation to any potential overspending;
  - 1.4.3 oversee admissions arrangements in accordance with the Admissions Code and with the provisions of the Supplemental Funding Agreement;
  - 1.4.4 oversee exclusions in accordance with appropriate regulations

- 1.4.5 consider budget monitoring information and make recommendations to the Headteacher of the Academy (each a “Headteacher”) in relation to annual budget proposals;
  - 1.4.6 monitor and be accountable for standards and report annually to the Directors
  - 1.4.7 act as a critical friend to the Headteacher including advice in relation to annual budget proposals;
  - 1.4.8 represent the views of the community in discussions on budget issues that relate to community engagement and activity and make recommendations to the Headteacher; and
  - 1.4.9 support the Headteacher in recruitment and selection, grievance, disciplinary processes where appropriate.
- 1.5 This Scheme of Delegation 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 Local Governing Body and the commitments to each other to ensure the success of the Academy.
- 1.6 This Scheme of Delegation has been put in place by the Directors from the Effective Date in accordance with the provisions of the Company’s Articles of Association (the “Articles”) and it should be read in conjunction with those Articles. References in this Scheme to numbered Articles are to the relevant clause of the Articles.

## **2. DIRECTORS’ POWERS AND RESPONSIBILITIES**

- 2.1 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. This is largely exercised through strategic planning and the setting of policy. It 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.

- 2.2 The Directors have a duty to act in the fulfilment of the Company's objects.
- 2.3 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.
- 2.4 Article 100 provides 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 101 and 105, responsibility for the running of the Academy from the Effective Date will be delegated to the committee established by this Scheme of Delegation and which shall be known as the Local Governing Body (LGB) of the Academy.
- 2.5 The constitution, membership and proceedings of the Local Governing Body is determined by the Directors and this Scheme of Delegation expresses such matters as well as acknowledging the authority delegated to the Local Governing Body in order to enable the Local Governing Body to run the Academy and fulfil the Academy's mission.
- 2.6 Any member of the Company appointed as the Academy's representative shall consult with the Local Governing Body before voting on any resolution of the members of the Company.

### **3. CONSTITUTION OF THE LOCAL GOVERNING BODY**

#### **3.1 Members of the Local Governing Body**

- 3.1.1 The number of people who shall sit on the Local Governing Body shall be not less than three but, unless otherwise determined by the Directors, shall not be subject to any maximum.
- 3.1.2 The Local Governing Body shall have the following members:
- 3.1.2.1 up to 4 members, appointed under clause 3.2.1;
- 3.1.2.2 no less than 2 staff members, appointed under clause 3.2.2;
- 3.1.2.3 no less than 2 parent members elected or appointed under clause 3.2.3;
- 3.1.2.4 no less than 3 community members elected or appointed under clause 3.2.12;
- 3.1.2.5 the Headteacher

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

### **3.2 Appointment of members of the Local Governing Body**

3.2.1 The Local Governing Body may appoint up to 4 persons to serve on the Local Governing Body, having regard to any recommendations and views of the Directors in relation to ensuring that the people serving on the Local Governing Body between them have an appropriate range of skills and experience and due attention is given to succession planning.

3.2.2 The Local Governing Body may appoint persons who are employed at the Academy to serve on the Local Governing Body 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 Local Governing Body. The positions held by those employed at the Academy (e.g. teaching and non teaching) may be taken into account when considering appointments.

3.2.3 Unless the Directors agree otherwise, in appointing persons to serve on the Local Governing Body who are employed at the Academy the Local Governing Body shall 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 Local Governing Body.

3.2.4 The Headteacher shall be treated for all purposes as being an ex officio member of the Local Governing Body.

3.2.5 Subject to clause 3.2.9, the parent members of the Local Governing Body 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.

3.2.6 The Local Governing Body shall make all necessary arrangements for, and determine all other matters relating to, an election of the parent members of the Local Governing Body, 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 Local Governing Body which is contested shall be held by secret ballot.

- 3.2.7 The arrangements made for the election of the parent members of the Local Governing Body shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if s/he prefers, by having her/his ballot paper returned to the Academy by a registered pupil at the Academy.
- 3.2.8 Where a vacancy for a parent member of the Local Governing Body is required to be filled by election, the Local Governing Body 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 s/he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
- 3.2.9 The number of parent members of the Local Governing Body required shall be made up by persons appointed by the Local Governing Body if the number of parents standing for election is less than the number of vacancies.
- 3.2.10 In appointing a person to be a parent member of the Local Governing Body pursuant to clause 3.2.9, the Local Governing Body 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.
- 3.2.11 The Local Governing Body (after consulting the Directors) may appoint persons to be a Community Governor provided that the person who is appointed as a Community Governor is:
- (a) a person who lives or works in the community served by the Academy; or
  - (b) a person who, in the opinion of the Local Governing Body, is committed to the government and success of the respective Academy.

### **3.3 Term of office**

- 3.3.1 The term of office for any person serving on the Local Governing Body shall be 4 years, save that this time limit shall not apply to the Headteacher. Subject to remaining eligible to be a particular type of member on the Local Governing Body, any person may be re-appointed or re-elected to the Local Governing Body.
- 3.3.2 Governors may also be appointed for a specific term of office in order to complete an identified project, succession planning is vital in this instance to ensure full attendance for local governing board meetings.

### **3.4 Resignation and removal**

- 3.4.1 A person serving on the Local Governing Body shall cease to hold office if she/he resigns his office by notice to the Local Governing Body (but only if at least three persons will remain in office when the notice of resignation is to take effect).
- 3.4.2 A person serving on the Local Governing Body shall cease to hold office if he is removed by the person or persons who appointed him. Whilst at the same time as acknowledging that no reasons need to be given for the removal of a person who serves on the Local Governing Body by a person or persons who appointed him, any failure to uphold the values of the Company and/or the Academy or to act in a way which is appropriate in light of the code of conduct and governors competency framework will be taken into account. A person may also be removed by the Directors but only after the Directors have given due regard to any representations by the Local Governing Body. This clause does not apply in respect of a person who is serving as a parent member on the Local Governing Body.
- 3.4.3 If any person who serves on the Local Governing Body in her/his capacity as an employee at the Academy ceases to work at the Academy then s/he shall be deemed to have resigned and shall cease to serve on the Local Governing Body automatically on termination of her/his work at the Academy.
- 3.4.4 Where a person who serves on the Local Governing Body resigns her/his office or is removed from office, that person or, where s/he is removed from office, those removing her/him, shall give written notice thereof to the Local Governing Body who shall inform the Directors.

### **3.5 Disqualification of members of the Local Governing Body**

- 3.5.1 No person shall be qualified to serve on the Local Governing Body unless he is aged 18 or over at the date of her/his election or appointment. No current pupil of the Academy shall be entitled to serve on the Local Governing Body.
- 3.5.2 A person serving on the Local Governing Body shall cease to hold office if s/he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.
- 3.5.3 A person serving on the Local Governing Body shall cease to hold office if s/he is absent without the permission of the Chair of the Local Governing Body from all the meetings of the Local Governing Body held within a period of six months and the Local Governing Body resolves that her/his office be vacated.
- 3.5.4 A person shall be disqualified from serving on the Local Governing Body if:

- 3.5.4.1 her/his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
- 3.5.4.2 s/he is the subject of a bankruptcy restrictions order or an interim order.
- 3.5.5 A person shall be disqualified from serving on the Local Governing Body at any time when s/he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
- 3.5.6 A person serving on the Local Governing Body shall cease to hold office if s/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 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).
- 3.5.7 A person shall be disqualified from serving on the Local Governing Body if s/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 s/he was responsible or to which s/he was privy, or which s/he by his conduct contributed to or facilitated.
- 3.5.8 A person shall be disqualified from serving on the Local Governing Body at any time when s/he is:
- 3.5.8.1 included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999; or 3.5.8.2 disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000; or
- 3.5.8.3 barred from regulated activity relating to children (within the meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006).
- 3.5.9 A person shall be disqualified from serving on the Local Governing Body if s/he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.
- 3.5.10 A person shall be disqualified from serving on the Local Governing Body where s/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 72 of the Charities Act 1993.

- 3.5.11 After the Academy has opened; a person shall be disqualified from serving on the Local Governing Body if s/he has not provided to the chairman of the Local Governing Body 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.
- 3.5.12 Where, by virtue of this Scheme of Delegation, a person becomes disqualified from serving on the Local Governing Body; and s/he was, or was proposed, to so serve, s/he shall upon becoming so disqualified give written notice of that fact to the Local Governing Body who shall inform the Directors.
- 3.5.13 This clause, 2.6 and paragraph 2 of the Appendix shall also apply to any member of any sub-committee of the Local Governing Body who is not a member of the Local Governing Body.

## **4. DELEGATED POWERS**

### **4.1 General Provisions**

- 4.1.1 Subject to the provisions of the Companies Act 2006, the Articles and to any directions given by the Members of the Company following a special resolution, the management of the business of the Academy shall be delegated by the Directors to the Local Governing Body who may exercise the powers of the Company set out in articles 5(b), (d), (f), (h), (i), (j), (k), (p) and (r) of the Articles of Association (the “Delegated Functions”) in so far as they relate to the Academy, in accordance with the terms of this Scheme of Delegation PROVIDED THAT they are not Reserved Matters. No alteration of the Articles and no such direction shall invalidate any prior act of the Local Governing Body which would have been valid if that alteration had not been made or that direction had not been given. Except as provided for in this Scheme of Delegation, the powers given by this Scheme of Delegation shall not be limited by any special power given to the Directors by the Articles or to the Local Governing Body by this Scheme of Delegation and a meeting of the Local Governing Body at which a quorum is present may exercise all of the Delegated Functions.
- 4.1.2 In general terms, the responsibility of the Directors in so far as the business of the Academy is concerned is to determine the policy and procedures of the Academy



and to consider and respond to strategic issues but the following matters (“Reserved Matters”) shall not be Delegated Functions:-

- 4.1.2.1 the powers set out in Articles 5 (a), (c), (e), (g), (l), (m), (n), (o), and (q) of the Articles of Association;
- 4.1.2.2 ensuring compliance with the Company’s duties under Company Law and Charity Law and agreements made with the Department for Education, (including the Master Funding Agreement and the Supplemental Funding Agreement);
- 4.1.2.3 the determination of the educational character, and mission of the Academy and the Company;
- 4.1.2.4 ensuring the solvency of the Company, safeguarding its assets and delivering its charitable outcomes;
- 4.1.2.5 ensuring the continued charitable status of the Company;
- 4.1.2.6 the determination of the establishment, constitution, membership, proceedings and delegated powers and functions of any governing body and committee and their annual review and revision;
- 4.1.2.7 the approval of the Company and the Academy’s policies;
- 4.1.2.8 to receive reports from the Local Governing Body and making recommendations to the Local Governing Body;
- 4.1.2.9 selling or otherwise disposing of any asset which is of a value in excess of 5% of the total net book value of all assets belonging to the Academy;
- 4.1.2.10 creating or allowing to come into being any third party interest (other than a line on assets arising in the ordinary course of trading or a charge operating as a result of a title retention clause);
- 4.1.2.11 giving any guarantee or indemnity other than in the ordinary course of business, **the value of which exceeds £4,000**;
- 4.1.2.12 entering into a contract or arrangement which is of a value of in excess of 5% of the General Annual Grant (“GAG”) for the Academy per year or which the termination provisions require more than six months’ notice;
- 4.1.2.13 acquiring assets having a market value in excess of 2% of the GAG for the Academy;
- 4.1.2.14 entering into, varying or terminating any lease, licence, tenancy or other similar arrangement;
- 4.1.2.15 any lending;
- 4.1.2.16 commencing or settling any litigation or arbitration proceedings;

- 4.1.2.17 entering into any other arrangement in the nature of borrowing (including debts factoring, invoice discounting, hire purchase, equipment leasing, conditional or credit sales or any off-balance sheet borrowings) if the value of the amount borrowed exceeds 2% of the GAG for that Academy;
  - 4.1.2.18 terminating or varying the terms of any contract which has a value in excess of 5% of the GAG for that Academy;
  - 4.1.2.19 engaging any employee or consultant whose annual emoluments per annum exceeds the total annual emoluments of the Headteacher of that Academy per annum;
  - 4.1.2.20 varying the terms and conditions of that engagement so that the terms and conditions of that engagement are no longer comparable to the equivalent engagement in one or more of the academies within the Company;
  - 4.1.2.21 establishing or amending any pension scheme or granting any pension rights to any director, officer, employee, former director, officer or employee, or any member of any such person's family.
- 4.1.3 Except as provided for in this Scheme of Delegation, in addition to all powers hereby expressly conferred upon the Local Governing Body and without detracting from the generality of the powers delegated, the Local Governing Body shall have the following powers, namely:
- 4.1.3.1 managing the employment of all staff employed at the Academy;
  - 4.1.3.2 adopting the disciplinary policy which is in place as Advance Trust policy;
  - 4.1.3.3 managing all disciplinary matters in accordance with such policy
  - 4.1.3.4 to expend certain funds of the Company as permitted by clause 5.3 in such manner as the Local Governing Body shall consider most beneficial for the achievement of the Object in so far as it relates to the Academy and to invest in the name of the Company such part of the funds of the Company for which it has responsibility pursuant to this Scheme of Delegation as it may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Object; and
  - 4.1.3.5 to enter into contracts on behalf of the Company in so far as they relate to the Academy.
- 4.1.4 In the exercise of its powers and functions, the Local Governing Body shall:

4.1.4.1 consider any advice given by the Headteacher and any other executive officer;

4.1.4.2 have due regard to any guidelines and policies issued by the Directors.

4.1.5 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 Local Governing Body 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 Local Governing Body and the Directors.

## 4.2 Ethos and Values

4.2.1 Whilst the Local Governing Body shall be responsible for ensuring that the business of the Academy is conducted in accordance with its ethos and values, the determination of the Academy's mission statement shall be the responsibility of the Directors.

4.2.2 At all times, the Directors and the Local Governing Body shall ensure that the business of the Academy is conducted in accordance with the object of the Company, the terms of the 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.

## 4.3 Finance

4.3.1 In acknowledgement of the receipt by the Directors of funds in relation to the Academy; provided by the Secretary of State, donated to the Company and generated from the activities of the Company, the Directors delegate to the Local Governing Body the responsibility to manage and expend all monies received on account of the Academy for the purposes of the Academy less an amount to be determined each year by the Directors acting reasonably.

4.3.2 Whilst the Local Governing Body 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 4.1.3, the Local Governing Body shall first obtain the written consent of the Directors to any contracts or expenditure for any **single matter above £4,000**

4.3.3 The accounts of the Company shall be the responsibility of the Directors but the Local Governing Body shall provide such information about the finances of the

Academy as often and in such format as the Directors shall reasonably require. Without prejudice to the above, the Local Governing Body shall provide monthly management accounts to the Directors.

- 4.3.4 The Local Governing Body shall ensure that proper procedures are put in place for the safeguarding of funds and that the requirements of the Academies Financial Handbook are observed at all times as well as any requirements and recommendations of the Directors and the Secretary of State.
- 4.3.5 The Local Governing Body 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.
- 4.3.6 The Local Governing Body 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.

#### **4.4 Premises**

- 4.4.1 Subject to and without prejudice to clauses 5.3.2 and 5.4.4, the maintenance of the buildings and facilities used in respect of the Academy is the responsibility of the Local Governing Body, 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.
- 4.4.2 The Local Governing Body shall in conjunction with the Directors develop a 5 year 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 the Local Governing Body's responsibility to ensure the buildings and facilities are maintained to a good standard.
- 4.4.3 The responsibility for any disposals or acquisitions of land to be used by the Academy will be that of the Directors.
- 4.4.4 Insuring the land and buildings used by the Academy will be the responsibility of the Directors who shall recover the cost from the budget delegated to the Local Governing Body.

## **4.5 Resources**

### **4.5.1 Headteacher**

4.5.1.1 The Local Governing Body shall appoint the Headteacher but shall allow a Director (not being a representative or appointee of the Academy) to be a member with full voting rights on the committee making such appointment. The Directors and Local Governing Body 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 approved by the Directors and the Local Governing Body and for the direction of the teaching and curriculum at the Academy). They may also remove such powers as they consider to be mis-managed.

### **4.5.2 Other Staff**

4.5.2.1 The Local Governing Body shall be responsible for the appointment and management of all other staff to be employed at the Academy provided that the Local Governing Body shall:

- 4.5.2.1.1 comply with all policies dealing with staff issued by the Directors from time to time;
- 4.5.2.1.2 take account of any pay terms set by the Directors;
- 4.5.2.1.3 adopt any standard contracts or terms and conditions for the employment of staff issued by the Directors;
- 4.5.2.1.4 manage any claims and disputes with staff members having regard to any advice and recommendations given by the Directors.

4.5.2.2 The Local Governing Body 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.

## **4.6 Curriculum and Standards**

4.6.1 The Local Governing Body shall be responsible for the setting and review of the curriculum but shall have regard to any views of the Directors in recognition of the Directors' obligation to the Secretary of State to provide a broad and balanced curriculum.

4.6.2 The Local Governing Body shall be responsible for the standards achieved by the Academy and the pupils attending the Academy but shall follow such

advice and recommendations of the Directors as they might issue from time to time.

- 4.6.3 Any decision to expand the Academy shall be that of the Directors but who shall have regard to the views of the Local Governing Body.

#### **4.7 Extended Schools and Business Activities**

- 4.7.1 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, would be the responsibility of the Local Governing Body, this shall only be undertaken in a manner consistent with any policy set by the Directors and having 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.

#### **4.8 Regulatory Matters**

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

### **5. OPERATIONAL MATTERS**

- 5.1 The Local Governing Body shall comply with the obligations set out in the Appendix which deals with the day to day operation of the Local Governing Body.
- 5.2 The Local Governing Body will adopt and will comply with all policies of the Directors, communicated to the Local Governing Body from time to time.
- 5.3 Both the Directors and all members of the Local Governing Body have a duty to act independently and not as agents of those who may have appointed them and will 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.
- 5.4 The Local Governing Body 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.
- 5.5 The Local Governing Body 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.

- 5.6 The Local Governing Body 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 Local Governing Body under this Scheme of Delegation in such circumstances.

## **6. ANNUAL REVIEW**

- 6.1 This Scheme of Delegation shall operate from the Effective Date in respect of the named Academy. Where applicable, it will be based on the framework Scheme of Delegation that will have been put in place on the incorporation of the Company and will have been attached to Company's first Articles of Association.
- 6.2 The Directors will have the absolute discretion to review this Scheme of Delegation (together with the provisions of the Terms of Reference) at least on an annual basis and to alter any provisions of it.
- 6.3 In considering any material changes to this Scheme of Delegation or any framework on which it is based, the Directors will have regard to and give due consideration of any views of the Local Governing Body.

## APPENDIX

### FUNCTIONING OF THE LOCAL GOVERNING BODY

#### 1. CHAIRMAN AND VICE-CHAIRMAN OF THE LOCAL GOVERNING BODY

1.1 The members of the Local Governing Body shall each school year, at their first meeting in that year, elect a chairman and a vice-chairman from amongst their number to serve until a successor is appointed or a vacancy occurs as envisaged in paragraph 1.3. 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 chairman or vice-chairman, noting for the avoidance of doubt that once elected the chairman will be eligible to serve as a Director of the Company pursuant to the provisions of Articles 51 and 52 of the Articles of Association.

However the Board has agreed to caveat this point to allow a person who is already a Director of the Company to be elected as chairman or vice-chairman in exceptional circumstances for example:

1.1.2 following an Ofsted judgement of poor governance.

1.2 Subject to paragraph 1.4, the chairman or vice-chairman shall hold office as such until her/his successor has been elected in accordance with this clause 1.

1.2 The chairman or vice-chairman may at any time resign her/his office by giving notice in writing to the Local Governing Body. The chairman or vice-chairman shall cease to hold office if:

1.3.1 s/he ceases to serve on the Local Governing Body;

1.3.2 s/he is employed by the Company whether or not at the Academy;

1.3.3 s/he is removed from office in accordance with this Scheme of Delegation; or

1.3.4 in the case of the vice-chairman, s/he is elected in accordance with this Scheme of Delegation to fill a vacancy in the office of chairman.

1.4 Where by reason of any of the matters referred to in paragraph 1.3, a vacancy arises in the office of chairman or vice-chairman, the members of the Local Governing Body shall at its next meeting elect one of their number to fill that vacancy.



- 1.5 Where the chairman is absent from any meeting or there is at the time a vacancy in the office of the chairman, the vice-chairman shall act as the chair for the purposes of the meeting.
- 1.6 Where in the circumstances referred to in paragraph 1.5 the vice-chairman is also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the members of the Local Governing Body 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.
- 1.7 A Director shall act as chairman during that part of any meeting at which the chairman is elected.
- 1.8 Any election of the chairman or vice-chairman which is contested shall be held by secret ballot.
- 1.9 The chairman or vice-chairman may only be removed from office by the Directors at any time or by the Local Governing Body in accordance with this Scheme of Delegation.
- 1.10 A resolution to remove the chairman or vice-chairman from office which is passed at a meeting of the Local Governing Body shall not have effect unless:
- 1.10.1 it is confirmed by a resolution passed at a second meeting of the Local Governing Body held not less than fourteen days after the first meeting; and
- 1.10.2 the matter of the chairman's or vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.
- 1.11 Before a resolution is passed by the Local Governing Body at the relevant meeting as to whether to confirm the previous resolution to remove the chairman or vice-chairman from office, the person or persons proposing his removal shall at that meeting state their reasons for doing so and the chairman or vice-chairman shall be given an opportunity to make a statement in response.

## **2. CONFLICTS OF INTEREST**

- 2.1 Any member of the Local Governing Body who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with her/his duties as a member of the Local Governing Body shall disclose that fact to the Local Governing Body as soon as s/he becomes aware of it. A person must absent her/himself from any discussions of the Local Governing Body in which it is possible that a conflict will arise between her/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 s/he is in the employment of the Company or is in receipt of remuneration or the provision of any other benefit directly from the Company or in some other way is linked to the Company or the Academy.
- 2.3 In any conflict between any provision of this Scheme of Delegation and the Articles, the Articles shall prevail.
- 2.4 Any disagreement between the members of the Local Governing Body and the Head teacher or any sub-committee of the Local Governing Body shall be referred to the Directors for their determination.

### **3. THE MINUTES**

- 3.1 The minutes of the proceedings of a meeting of the Local Governing Body shall be drawn up and entered into a book kept for the purpose by the person authorised to keep the minutes of the Local Governing Body; and shall be signed (subject to the approval of the members of the Local Governing Body) 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 officers made by the Local Governing Body; and
  - 3.1.2 all proceedings at meetings of the Local Governing Body and of committees of the Local Governing Body 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 Local Governing Body (and such of the sub-committees 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 Subject to this Scheme of Delegation, the Local Governing Body may establish any sub-committee. The constitution, membership and proceedings of any subcommittee shall be determined by the Local Governing Body but having regard to any views of the Directors. The establishment, terms of reference, constitution and membership of any sub-committee shall be reviewed at least once in every twelve months. The

membership of any sub-committee may include persons who do not also serve on the Local Governing Body, provided that a majority of the members of any such sub-committee shall be members of the Local Governing Body or Directors. The Local Governing Body may determine that some or all of the members of a sub-committee who are not Directors or who do not serve on the Local Governing Body shall be entitled to vote in any proceedings of the sub-committee. No vote on any matter shall be taken at a meeting of a sub-committee unless the majority of members of the sub-committee present either are Directors or who serve on the Local Governing Body.

## **5. DELEGATION**

- 5.1 Provided such power or function has been delegated to the Local Governing Body, the Local Governing Body may further delegate to any person serving on the Local Governing Body, committee, 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 Directors or the Local Governing Body may impose and may be revoked or altered.
- 5.2 Where any power or function of the Directors or the Local Governing Body is exercised by any sub-committee, any Director or member of the Local Governing Body, the Headteacher or any other holder of an executive office, that person or sub-committee shall report to the Local Governing Body in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Local Governing Body immediately following the taking of the action or the making of the decision.

## **6. MEETINGS OF THE LOCAL GOVERNING BODY**

- 6.1 Subject to this Scheme of Delegation, the Local Governing Body may regulate its proceedings as the members of the Local Governing Body think fit.
- 6.2 The Local Governing Body shall meet at least four times in every school year. Meetings of the Local Governing Body shall be convened by the secretary to the Local Governing Body. In exercising his functions under this Scheme of Delegation the secretary shall comply with any direction:
- 6.2.1 given by the Directors or the Local Governing Body; or
- 6.2.2 given by the chairman of the Local Governing Body or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the

Local Governing Body, 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 Local Governing Body may, by notice in writing given to the secretary, requisition a meeting of the Local Governing Body; and it shall be the duty of the secretary to convene such a meeting as soon as is reasonably practicable.
- 6.4 The Clerk (as defined below) shall provide to each member of the Local Governing Body 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 Local Governing Body at the address provided by each member from time to time;
  - 6.4.2 all reports or other papers to be considered at the meeting; and
  - 6.4.3 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 Local Governing Body shall not be proposed at a meeting of the Local Governing Body 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 Local Governing Body shall be terminated forthwith if:
- 6.7.1 the members of the Local Governing Body so resolve; or
  - 6.7.2 the number of members present ceases to constitute a quorum for a meeting of the Local Governing Body 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 Local Governing Body 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 Local Governing Body 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 Local Governing Body, and any vote on any matter thereat, shall be any three of the members of the Local Governing Body, or, where greater, any one third (rounded up to a whole number) of the total number of persons holding office on the Local Governing Body at the date of the meeting. If the Directors have appointed any additional members of the Local Governing Body pursuant to clause 4.1.2.5 of this Scheme of Delegation then a majority of the quorum must be made up of such persons.
- 6.11 The Local Governing Body 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 appointing a parent member;
  - 6.12.2 any vote on the removal of a person in accordance with this Scheme of Delegation;
  - 6.12.3 any vote on the removal of the chairman of the Local Governing Body; 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 of Delegation, every question to be decided at a meeting of the Local Governing Body shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the Local Governing Body 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 Local Governing Body 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 Local Governing Body.

- 6.16 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the Local Governing Body or of a subcommittee of the Local Governing Body, shall be valid and effective as if it had been passed at a meeting of the Local Governing Body or (as the case may be) a subcommittee of the Local Governing Body 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 Local Governing Body and may include an electronic communication by or on behalf of the Local Governing Body indicating his or her agreement to the form of resolution providing that the member has previously notified the Local Governing Body in writing of the email address or addresses which the member will use.
- 6.17 Subject to paragraph 6.18, the Local Governing Body shall ensure that a copy of:
- 6.17.1 the agenda for every meeting of the Local Governing Body;
  - 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 Local Governing Body is satisfied should remain confidential.
- 6.19 Any member of the Local Governing Body shall be able to participate in meetings of the Local Governing Body by telephone or video conference provided that:
- 6.19.1 s/he has given notice of her/his intention to do so detailing the telephone number on which s/he can be reached and/or appropriate details of the video conference suite from which s/ he shall be taking part at the time of the meeting at least 48 hours before the meeting; and
  - 6.19.2 the Local Governing Body has access to the appropriate equipment if after all reasonable efforts it does not prove possible for the person to participate by telephone or video conference the meeting may still proceed with its business provided it is otherwise quorate.

## **7. CLERK**

- 7.1 The Local Governing Body must appoint a clerk (the “Clerk”) (who must not be the Headteacher) and may remove the Clerk from office at any time.
- 7.2 In the absence of the Clerk from a Local Governing Body meeting, the Local Governing Body may appoint any one of the Governors to act as Clerk for the purposes of that meeting.
- 7.3 The Clerk must:
- 7.3.1 convene meetings of the Local Governing Body;
  - 7.3.2 attend meetings of the Local Governing Body and ensure that minutes of the proceedings are drawn up; and
  - 7.3.3 perform any other functions determined by the Local Governing Body.

## **8. NOTICES**

- 8.1 Any notice to be given to or by any person pursuant to this Scheme of Delegation (other than a notice calling a meeting of the Local Governing Body) 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 these Articles, “Address” in relation to electronic communications, includes a number or address used for the purposes of such communications.
- 8.2 A notice may be given by the Local Governing Body to its members either personally or by sending it by post in a prepaid envelope addressed to the member at her/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 Local Governing Body by the member. A member whose registered address is not within the United Kingdom and who gives to the Local Governing Body an address within the United Kingdom at which notices may be given to her/him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to her/him at that address, but otherwise no such member shall be entitled to receive any notice from the Local Governing Body.
- 8.3 A member of the Local Governing Body present, either in person or by proxy, at any meeting of the Local Governing Body shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 8.4 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.

## **9. INDEMNITY**

- 9.1 Subject to the provisions of the Companies Act 2006 every member of the Local Governing Body 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 her/him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which s/he is acquitted or in connection with any application in which relief is granted to her/him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.





# **DRAFT TERMS OF REFERENCE FOR LOCAL GOVERNING BODIES**

**For Adoption by Resolution of the Board on 13<sup>th</sup> March 2018**

## **1. INTRODUCTION**

- 1.1 As a charity and company limited by guarantee, Advance Trust (the “**Trust**”) is governed by a Board of Directors (the “**Directors**”) who have overall responsibility and ultimate decision making authority for all the work of the Trust, including the establishing and running of the academies run by the Trust.
- 1.2 The following academies are currently run by the Trust: Vale of Evesham School, The Kingfisher School, Riversides School and Newbridge Short Stay Secondary School (each one the “**Academy**” or collectively the “**Academies**”).
- 1.3 In order to assist with the discharge their responsibilities, the Directors have established a Local Governing Body (“**LGB**”) in each of the Academies. The LGB shall be a committee established pursuant to Articles 100 to 104 (inclusive) of the Articles of Association of the Trust (the “**Articles**”).
- 1.4 The Directors may review these terms of reference at any time but shall review them at least annually.
- 1.5 These terms of reference may only be amended with approval by the Board of Directors.

## **2. CONSTITUTION OF THE LGB**

### **Governors of the LGB**

- 2.1 Members of the LGB shall be known as “**governors**”.
- 2.2 The Directors have the right to appoint such persons to the LGB as they shall determine from time to time
- 2.3 Subject to clause 2.2, the governorship of the LGB shall be comprised as follows:
  - a) the Executive Principal for the Trust;

- b) Headteacher or Head of School (as applicable) of the Academy;
- c) Up to 2 staff governors elected in accordance with clauses 2.4 – 2.5;
- d) 2 parent governors elected in accordance with clauses 2.6 - 2.10;
- e) up to three community governors appointed by the Directors in accordance with clauses 2.11 – 2.12.

## **Appointment of governors**

### *Staff governors*

- 2.4 The Directors shall 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 and, where there are any contested posts, shall hold an election by a secret ballot.
- 2.5 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. The Directors may delegate the running of the election to the LGB.

### *Parent governors*

- 2.6 Parent governors of the LGB shall be elected by parents of registered pupils at the Academy. He or she must be a parent of, or have parental responsibility for, a pupil at an Academy within the Trust at the time when he or she is elected. Failing to find a parent governor from the Academy, governors with children of school age will be considered.
- 2.7 The Directors shall have oversight of all necessary arrangements for election of the parent governors. The Directors may delegate the running of the election to the LGB.
- 2.8 Where a vacancy for a parent governor is required to be filled by election, the Directors 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.
- 2.9 Any election of persons who are to be the parent governors which is contested shall be held by secret ballot. The arrangements made for the election of the parent governors shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if

s/he prefers, by having his ballot paper returned to the Academy by a registered pupil at the Academy.

- 2.10 Where the number of parents standing for election is less than the number of vacancies, the Directors may 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 registered pupil of another Academy run by the Trust.

#### *Community governors*

- 2.11 Community governors of the LGB shall be appointed by the Directors. He or she must be:
- a) a person who lives or works in the community served by the Academy; or
  - b) a person who, in the opinion of the Directors, is committed to the government and success of the Academy

- 2.12 The Directors may not appoint an employee of the Trust as a community governor.

#### **Term of office**

- 2.13 The term of office for any governor shall be [4] years, save the Executive Principal for the Trust and Headteacher/Head of School of the Academy (as applicable) who shall remain a governor until he or she ceases to work at the Academy.

- 2.14 Subject to remaining eligible to be a particular type of governor, any person may be re-appointed or re-elected to the LGB

#### **Resignation and removal**

- 2.15 A person serving on the LGB shall cease to hold office if:
- a) s/he resigns his office by giving notice in writing to the clerk of the LGB;
  - b) the Headteacher/Head of School or a staff governor ceases to work at the Academy;
  - c) the Directors terminate the appointment of a governor whose presence or conduct is deemed by the Directors, at their sole discretion, not to be in the best interests of the Trust or the Academy.

- 2.16 For the avoidance of doubt, a parent governor shall not automatically cease to hold office solely by reason of their child ceasing to be a pupil at the Academy.

### **Disqualification of governors of the LGB**

- 2.17 A person shall be disqualified from serving on the LGB if s/he would not be able to serve as a Director in accordance with Articles 68-80 of the Articles.

### **Appointment and removal of Chair and Vice Chair**

- 2.18 The Chair and Vice Chair of the LGB shall be appointed by internal vote at the first meeting of the LGB on an annual basis and may be removed from office by the Directors at any time.
- 2.19 The term of office of the Chair and Vice Chair shall be a maximum of 2 years, but LGB's will be able to vote annually at the first meeting. Subject to remaining eligible to be a governor, any governor may be re-appointed as Chair or Vice Chair of the LGB.
- 2.20 The Chair and Vice Chair may at any time resign his office by giving notice in writing to the Directors. The Chair or Vice Chair shall cease to hold office if:
- a) S/he ceases to serve on the LGB;
  - b) S/he is employed by the Trust whether or not at the Academy; or
  - c) in the case of the Vice Chair, s/he is appointed to fill a vacancy in the office of the Chair.

- 2.21 Where the Chair is absent from any meeting or there is at the time a vacancy in the office of the Chair, the Vice Chair shall act as the chair for the purposes of the meeting. Where the Vice Chair is also absent from the meeting or there is at the time a vacancy in the office of Vice Chair, the governors of the LGB shall elect one of their number to act as chair for the purposes of that meeting.

### **Committees**

- 2.22 Subject to the prior agreement of the Directors, the LGB may establish subcommittees which may include individuals who are not members of the LGB, provided that such individuals are in a minority.
- 2.23 The LGB may delegate to a subcommittee or any person serving on the LGB, subcommittee, the Headteacher or Head of School (as applicable) or any other holder of an executive office, such of their powers or functions as they consider desirable. Any such delegation may be made subject to any conditions either the Directors or the LGB may impose and may be revoked or altered. The 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.

### **3. PROCEEDINGS OF THE LGB**

#### **Meetings**

- 3.1 The LGB shall meet at least once in every term and shall hold such other meetings as may be necessary. There is an expectation that the first meeting of the LGB will take place in early September each year to elect a chair and vice chair, agree the sub committees terms of reference and membership. Any subcommittee regular guests will be agreed. The updated Schemes of Delegation, Code of Conduct and Retained Powers of Advance Trust will be adopted. Dates for meetings for the coming academic year will be agreed. Documents to be adopted at this meeting will be sent to governors prior to the school summer holiday to allow for adequate time to review.
- 3.2 Meetings of the LGB shall be convened by the clerk to the LGB, who shall send the governors written notice of the meeting and a copy of the agenda at least seven clear days in advance of the meeting. Where there are matters demanding urgent consideration, the Chair or, in his absence, the Vice-Chair, may waive the need for seven days' notice of the meeting and substitute such notice as he thinks fit.
- 3.3 Any governor shall be able to participate in meetings of the governors by telephone or video conference provided that he has given reasonable notice to the clerk of the LGB and that the governors have access to the appropriate equipment.
- 3.4 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 or any defect in the election, appointment or nomination of any person serving on the LGB.

#### **Quorum**

- 3.5 The quorum for a meeting of the LGB, and any vote on any matter at such a meeting, shall be any three of the governors of the LGB, or, where greater, any one third (rounded up to a whole number) of the total number of governors of the LGB at the date of the meeting, which must include at least one governor appointed by the Trust.

#### **Voting**

- 3.6 Every matter to be decided at a meeting of the LGB shall be determined by a majority of the votes of the governors present and entitled to vote on the matter. Every governor shall have one vote.

Where there is an equal division of votes, the Chair of the meeting shall have the casting vote. A governor may not vote by proxy.

- 3.7 Any governor who is also an employee of the Trust shall withdraw from that part of any meeting of the LGB at which his remuneration, conditions of service, promotion, conduct, suspension, dismissal or retirement are to be considered.
- 3.8 A resolution in writing, signed by all the governors shall be valid and effective as if it had been passed at a meeting of the governors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the governors.

### **Conflicts of Interest**

- 3.9 Any governor who has or may have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest as defined below) which conflicts or may conflict with her/his duties as a governor 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 her/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).
- 3.10 A governor of the LGB has a Personal Financial Interest if he, or any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the governor or any person living with the governor as her/his or her partner, is in the employment of the Trust or is in receipt of remuneration or the provision of any other benefit directly from the Trust or in some other way is linked to the Trust or the Academy.

### **Minutes of meetings**

- 3.11 At every meeting of the LGB the minutes of the last meeting shall be taken as the first agenda item after any apologies and, if agreed to be accurate, shall be signed as a true record.
- 3.12 The clerk to the LGB shall ensure that a copy of the agenda for every meeting of the governors, the draft minutes of every such meeting (if they have been approved by the Chair of that meeting), the signed minutes of every such meeting and any report, document or other paper considered at any such meeting are, as soon as is reasonably practicable, made available to the Company Secretary of the Trust.

## 4. DELEGATED POWERS

### General principles

- 4.1 In the exercise of its delegated powers and functions, the governors of the LGB shall:
- a) ensure that the Academy is conducted in accordance with the object of the Trust, the terms of any trust governing the use of the land which is used for the purposes of the Academy, any agreement entered into with the Secretary of State for the funding of the Academy and these terms of reference;
  - b) promptly implement and comply with any policies or procedures communicated to the LGB by the Directors from time to time;
  - c) review its own policies and practices on a regular basis, in view of any advice or recommendations made by the Directors;
  - d) work closely with the Directors and act with integrity, objectivity and honesty in the best interests of the Trust and the Academy;
  - e) be open about decisions and be prepared to justify those decisions;
  - f) keep confidential all information of a confidential nature obtained by them relating to the Academy and the Trust; and,
  - g) adopt financial prudence in managing the financial affairs of the Trust in so far as these relate to the Academy and are delegated to them.
- 4.2 Each governor shall be required to take part in regular self-review and is accountable for meeting her/his own training and development needs. It is a governor's responsibility to consider if, and raise any concerns where, he feels that appropriate training and development is not being provided.
- 4.3 Governors shall be expected to report to the Trust against KPIs which have been set for the Academy and 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.

### Levels of delegation

- 4.4 Appendix 1 to these terms of reference set out what powers are retained by the Trust. Appendix 2 to these terms of reference set out what powers are delegated from the Directors to the LGB.

For the avoidance of doubt, where a power is not expressly delegated to the LGB, it will be deemed to have been retained by the Trust regardless of whether it is specified in Appendix 1.

- 4.5 The Appendices may be reviewed by the Directors at any time but shall be reviewed at least annually. 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.

#### **Delegation to Headteacher or Head of School of the Academy**

- 4.6 Subject to the responsibilities of the LGB and the policy statements of the Trust, the Headteacher or Head of School (as applicable) of the Academy shall be responsible to the LGB for:
- a) implementing the agreed policies and procedures laid down by the LGB including the implementation of all statutory regulations;
  - b) advising the LGB on strategic direction, forward planning and quality assurance;
  - c) the leadership and management of the Academy;
  - d) advising the LGB (and/or the admissions committee, where applicable) on the admission of pupils;
  - e) managing the delegated budget and resources agreed by the LGB;
  - f) advising the LGB on the appointment of any Deputy, Vice or Assistant Headteacher and such other senior posts as the LGB may determine;
  - g) the appointment of all other staff and (except to the extent directed otherwise by the Directors and/or the LGB), the salary grading, allocation of duties, appraisal and discipline of all staff;
  - h) the maintenance of good order and discipline by the pupils including their suspension and/or exclusion within the framework laid down by the LGB; and,
  - i) all such additional functions as may be assigned under the job description or contract of employment.





## APPENDIX 1

### POWERS RETAINED BY THE TRUST

#### Vision

- setting out the vision for the Trust and its application at both Trust and Academy levels
- determination of the corporate planning and strategy for the Academy and the Trust (in consultation with the LGB)

#### Compliance

- ensuring compliance with all statutory regulations and Acts of Parliament governing the operation of the Academy, including, without limitation all charity and company laws and all health and safety regulations
- ensuring compliance with the provisions of the Articles and the Funding Agreements
- ensuring compliance with the Academies Financial Handbook

#### Governance

- ensuring processes are in place for the appointment of Directors and governors of the LGB
- appointing the Responsible Officer for the Academy
- appointing the clerk to the LGB (in consultation with the LGB)
- monitoring the performance of the Local Governing Body
- power to withdraw delegated powers from the LGB and, if necessary, disband it

#### Policies

- setting HR policies and procedures (as legal employer of all staff), developing appropriate terms and conditions of service with each Academy, including the performance management policy and pay policy
- setting and reviewing the curriculum and standards to be achieved by the Academies (in consultation with the LGB)
- determining the admissions policy and arrangements for the Academy in accordance with admissions law and DfE codes of practice
- determining Trust-wide DBS policy as set out in the Academies Financial Handbook
- the development of a charging and remissions policy and a revenue generation policy for the Trust
- setting other Trust wide policies such as health & safety, DBS, safeguarding etc

#### Educational Standards

- annual target setting for the Trust in general
- determination of the educational targets of the Academy including, but without limitation, determination of the Academy's development plan (in consultation with the LGB)

- considering and evaluating school performance against key performance indicators set by the Trust (in consultation with the LGB)
- oversight of performance, standards and outcomes on a Trust and individual Academy basis
- putting in place support and intervention strategies for individual Academies

### **Appointment**

- putting in place processes for: (i) making appointments within the Trust's remit and (ii) the LGB making appointments within its own remit
- appointing the Headteacher and/or Head of School of the Academy and any Deputy, Vice or Assistant Headteacher (in consultation with the LGB)
- approving the appointment of any senior appointments at the Academy (in consultation with the LGB)
- appointment of cross-academy staff

### **HR and Performance Management**

- put in place procedures for the proper professional and personal development of all staff
- responsibility for the performance management of the Executive Principal and the Headteacher and/or Head of School of the Academy
- responsibility for the performance management and oversight of cross-academy staff
- putting in place processes for: (i) undertaking the performance management of staff within the Trust's remit and (ii) the LGB undertaking the performance management of staff within its own remit
- manage any claims and disputes all staff, including matters of suspension

### **Training**

- providing Director and governor training and evaluation

### **Finances**

- establishing a funding model for use across the Trust and the Academies including developing an individual funding model for the Academy (in consultation with the LGB)
- agreement of the Academies annual budgets and determining the proportion of the overall Academy budget to be delegated to individual Academies (in consultation with the LGB)
- determining any additional financial and reporting targets for the Academy
- putting in place guidelines and establishing processes for the local maintenance of assets and appropriate registers
- oversight of the finances of the Trust and the Academies, including, but without limitation, responsibility for compliance with the financial and accounting requirements detailed within the Funding Agreement
- considering and evaluating performance against key performance indicators set by the Trust in relation to finances (in consultation with the LGB)
- arrange for the auditing of the multi-academy Trust statements of accounts
- managing a corporate risk register for the Trust

## **Assets and Premises**

- developing an estate management strategy for the Academies 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
- dispose or acquire land or interests in land to be used by the Academies
- insuring the land and buildings used by the Academies

## **Services**

- determination of procurement policies for the Trust, in conjunction with the Trust's Finance Director, from time to time
- determination of the extent of the services provided to the Academy by the Trust and how the costs should be allocated (in consultation with the LGB)
- oversight of the effectiveness of the delivery of centrally provided services

## **Media and PR**

- oversight of public relations activities to project the activities of the Trust and the Academies to the wider community



## APPENDIX 2

### POWERS DELEGATED TO THE LOCAL GOVERNING BODY

#### Vision

- work with the Trust to determine corporate planning and strategy for the Academy (through the BIS – Business Implementation Strategy)
- to carry forward the Trust's vision, in a way appropriate to the specific qualities and community characteristics of the Academy

#### Compliance

- implementation of actions required to comply with all statutory regulations
- assist the Trustees in complying with the provisions of the Funding Agreement where requested

#### Governance

- work with the Trust in the appointment of the clerk to the LGB
- assisting in the appointment of staff and parent governors where requested by the Trust
- oversight of the Academy's activities
- holding the Headteacher or Head of School (as appropriate) and Academy leadership to account for the achievement, quality of teaching, behaviour and safety and leadership and management of the Academy

#### Policies

- work with the Trust to set the curriculum and standards to be achieved by the Academy
- implementation of all policies prepared and approved by the Trust, for example, policies regarding admissions, DBS's and health and safety
- ensure provision of free school meals to those pupils meeting the criteria
- to comply with and adhere to the terms of any Trust protocol or any guidance issued by the Trust from time to time
- put in place other Academy specific policies and procedures as required

#### Educational Standards

- work with the Trust to determine the educational targets of the Academy including, but without limitation, determination of the Academy's development plan
- work with the Trust to consider and evaluate school performance against key performance indicators set by the Trust

## Appointment

- work with the Trust to appoint the Headteacher and/or Head of School and any Deputy, Vice or Assistant Headteacher of the Academy
- seek the approval of the Trustees for any senior appointments at the Academy
- make other appointments of staff within their remit and in a way consistent with any policy or procedure as may be determined by the Trust from time to time, including compliance with any pay terms and adoption of any standard contracts or terms and conditions for the employment of staff issued by the Trust

## HR and Performance Management

- monitoring local HR activity and policy, including the process for local performance reviews for members of staff and in particular ensuring that it is within the parameters for the particular Academy from time to time established by the Trustees
- considering whether any changes are required to staff terms and conditions, although the governors may not make any amendments to terms and conditions without the Trustees' consent

## Finances

- work with the Trust to establish a funding model for use across the Trust and the Academies including developing an individual funding model for the Academy
- consideration of the Academy's required funding and support in relation to the annual budgetary process
- regularly monitoring and reviewing the Academy's cashflow and expenditure in accordance with policies determined by the Trustees
- develop appropriate risk management strategies and ensure Academy-level resource is applied appropriately
- inform the Trust of any need for significant unplanned expenditure and work with the Trust to explore options for identifying available funding
- ensuring compliance with the overall financial plan for the Academy
- keeping proper accounts and proper records in relation to the accounts
- preparing a statement of accounts in respect of each financial year of the Academy
- observing proper levels of delegation and protocols, in conjunction with the Responsible Officer
- managing a risk register for the Academy

## Assets and Premises

- maintenance of or putting in place appropriate arrangements for the maintenance of the Academy estate in accordance with the guidelines established by the Trust
- ensure the safety of the users of the Academy buildings and facilities
- notify the Trust of any changes to fixed assets used by the Academy

## Services

- work with the Trust to determine the extent of the services provided to the Academy by the Trust and how the costs should be allocated
- implementation of Trust's procurement policies insofar as they impact on the Academy
- enter into contracts on behalf of the Trust in so far as they relate to the Academy **provided that the LGB shall first obtain the written consent of the Directors to any contracts or expenditure**
- seeking value for money and being able to demonstrate that value for money has been achieved

## Media and PR

- support the Trust and the Academy in relation to any public relations activities to project the activities of the Trust and the Academy to the wider community