



## SCHEME OF DELEGATION

made between

**Yorkshire Causeway Schools Trust**

and

**Hampsthwaite Church of England Primary School**

**EFFECTIVE DATE: 1 February 2017**

**History of document: To be reviewed annually and re-approved by the Trust Board every three years, or sooner if deemed necessary.**

Version	Author	Date written	Approved	Note of Revisions
V2	L. Claringbold	01 Oct. 2020	24 Nov. 2020	Signatories page prior to Appendix One removed. Clause 5.3 added in Appendix One – Chairs Actions.

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**THIS SCHEME OF DELEGATION** (which in this document is referred to as the "**Scheme**") is made on 1 February 2017 between:

- (1) Yorkshire Causeway Schools Trust, a company limited by guarantee and registered in England and Wales under company number 7663935 (the "Company"); and**
- (2) The Local Governing Body of Hampsthwaite Church of England Primary School (the "LGB").**

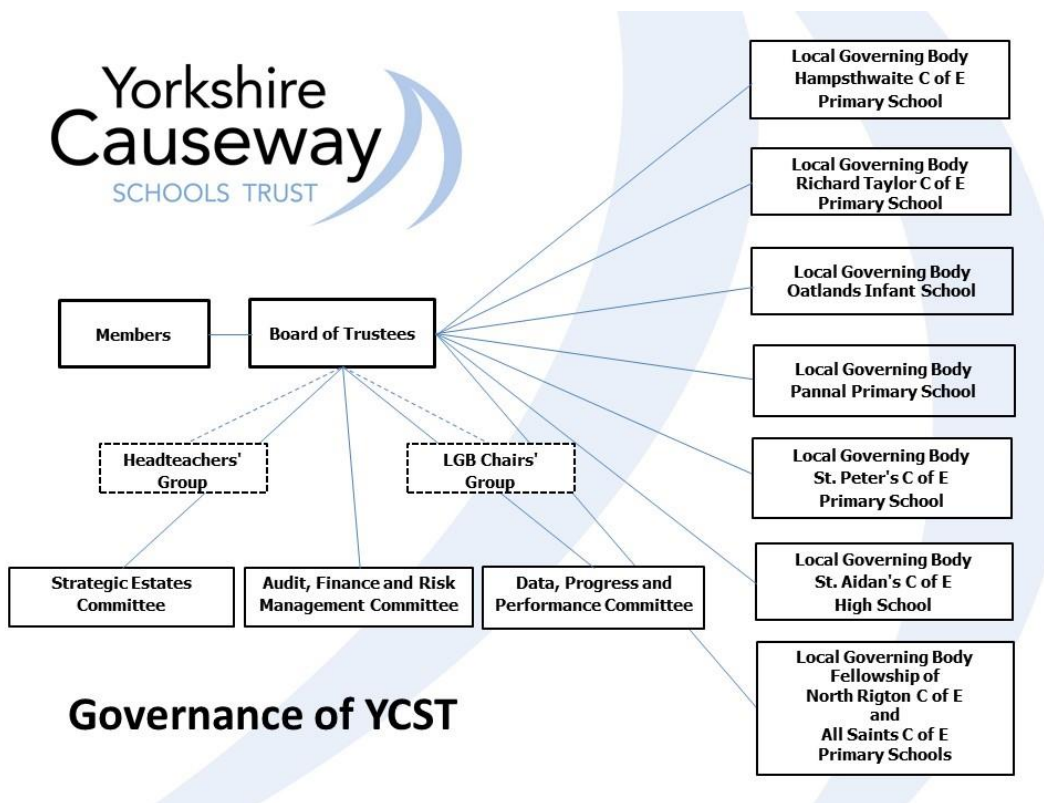
**1. BACKGROUND**

1.1. The Board of Trustees of Yorkshire Causeway Schools Trust is accountable in law for all decisions about its academies. However, this does not mean that the Board is required to make all the decisions itself. Many decisions can and should be delegated to the CEO, board committees and local governing bodies. It is vital that the decision to delegate a function is made by the full board of trustees and is recorded. Without such formal delegation, the individual or committee has no power to act.

1.2. Once determined the Scheme of Delegation must be published on the Trust and individual Schools' websites.

1.3. The Scheme of Delegation complements the delegation of financial powers referred to in the Academies Financial Handbook.

1.4. The Trust's governance structure is follows:



## 2. DEFINITIONS AND INTERPRETATION

### 2.1. In this Scheme:

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

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

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

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

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

"**Effective Date**" means 1 February 2017

"**Incumbent**" means, in relation to the Benefice of Hampsthwaite and Killinghall and Birstwith.

- (i) the Incumbent of the benefice of which the parish forms part or
- (ii) the minister licensed as priest-in-charge of that benefice or of the relevant parish within the benefice in which rights of presentation are suspended or
- (iii) the vicar in a team ministry whose duties in relation to that parish are assigned to him/her by a pastoral scheme or licence from the bishop,

whichever is applicable;

in the case of a vacancy or unwillingness of the Incumbent to act, such person as may be appointed to act in their stead by the Archdeacon of Richmond and Craven.

"**Headteachers' Group**" means group comprising the Headteachers of all Academies run by the Company. The group meets regularly, providing advice and guidance to the Directors and acting as a conduit between the Directors and the Academies;

"**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 1 February 2017;

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

"**Relevant Funding Agreement**" means the Supplemental Funding Agreement entered into by the Company and the Secretary of State in respect of the Academy on 1 February 2017;

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

- 2.2. Except as expressly provided in this Scheme, words and expressions not defined in this Scheme shall have the same meaning accorded to them in the Articles and the Relevant Funding Agreement entered into by the Company.
- 2.3. Reference in this Scheme to clauses, paragraphs and annexes shall, unless otherwise stated, be to clauses, paragraphs and annexes of this Scheme.
- 2.4. In the event of conflict between any provision of this Scheme and the Articles, the Articles shall prevail.

### **3. Introduction**

- 3.1. As a charity and company limited by guarantee, the Company is governed by a board of Directors who are responsible for, and oversee, the management and administration of the Company and the academies run by the Company. Hampsthwaite Church of England Primary School (the "**Academy**") is one of the academies.
- 3.2. The Directors are accountable to external government agencies including the Charity Commission and the Department for Education (including any successor bodies) for the quality of the education provided by the Company and they are required to have systems in place through which they can assure themselves of quality, safety and good practice.
- 3.3. In order to discharge these responsibilities, the Directors may appoint people with appropriate skills and knowledge to serve on the LGB, which has been established to assist with the good governance of the Academy in accordance with clause 4.4 of this Scheme and Articles 100 - 104.
- 3.4. This Scheme explains the ways in which the Directors fulfil their responsibilities for the

leadership and management of the Academy, the respective roles and responsibilities of the Directors and the members of the LGB and the commitments to each other to ensure the success of the Academy.

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

2.5.1 the Directors' strategic plans and policies for the Academy;

2.5.2 any budget set for the Academy; and

2.5.3 any directions given or rules and regulations set by the Directors.

#### **4. Vision and Mission Statement**

4.1. The Academy's Vision and Mission statement is as follows:

The values and aims of our school are built firmly on Christian beliefs and principles, embodied not only in our heritage as a Church School but also in our everyday interactions and activities. It is through the support we give to each other that we build up respect, friendship and effective teamwork. We put children's enjoyment and achievement at the centre of everything we do, working with creativity to develop imagination and skills in an exciting yet challenging way.

4.2. No Mission Statement

4.3. 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.

#### **5. Directors' powers and responsibilities**

5.1. 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 both exercised through strategic planning and the setting of policy and is managed through business planning, monitoring of budgets, performance management, the setting of standards and the implementation of quality management processes. The Directors have the power to direct change where required.

**5.2. The Directors have a duty:**

5.2.1. to comply with any lawful directions issued to the Company; and

5.2.2. to act in the fulfilment of the Company's objects.

5.3. 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.

5.4. Articles 100 and 105 provide for the appointment by the Directors of committees to whom the Directors may delegate certain of the functions of the Directors. In further recognition of the Directors' power to delegate under Article 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.

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

**6. Constitution of the LGB**

**6.1. Members of the LGB**

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

6.1.2 The LGB shall have the following members:

Four parent governors

One staff governor

The Principal

Four Co-opted governors

Two foundation governors



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

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

6.1.5. All persons appointed or elected to the LGB shall give a written undertaking to the Directors to uphold the object of the Company.

## **6.2. Appointment of members of the LGB**

6.2.1. *Staff members* The Directors may appoint up to 2 persons who are employed at the Academy to serve on the LGB through such process as they may determine, provided that the total number of such persons (including the Principal) does not exceed one third of the total number of persons on the LGB. The positions held by those employed at the Academy (e.g. teaching and non teaching) may be taken into account when considering appointments.

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

6.2.3. *[not required]*

6.2.4. *Parent members* Subject to clause 5.2.8, the parent members of the LGB shall be elected by parents of registered pupils at the Academy and he or she must be a parent of a pupil at the Academy at the time when he or she is elected.

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

- 6.2.6. 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 having his ballot paper returned to the Academy by a registered pupil at the Academy.
- 6.2.7. Where a vacancy for a parent member of the LGB is required to be filled by election, the LGB shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
- 6.2.8. The number of parent members of the LGB required shall be made up by persons appointed by the Directors, after consultation with the LGB, if the number of parents standing for election is less than the number of vacancies.
- 6.2.9. In appointing a person to be a parent member of the LGB pursuant to clause 5.2.8, the Directors shall appoint a person who is the parent of a registered pupil at the Academy or, where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

### **6.3. Co-opted members of the LGB**

- 6.3.1. After seeking recommendations from the members of the LGB, the Directors may co-opt up to 4 persons to the LGB. A person who shall be “co-opted” to the LGB means a person who is to serve on the LGB without having been otherwise appointed or elected to serve on the LGB. The Directors may not co-opt a person who is employed at the Academy if thereby the number of persons employed at the Academy serving on the LGB would exceed one third of the total number of persons serving on the LGB (including the Principal).

### **6.4. Term of office**

- 6.4.1. The term of office for any person serving on the LGB shall be 4 years, save that this time limit shall not apply to the Principal who shall be treated for all purposes as being an ex officio member of the LGB;

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.

#### **6.5. Resignation and removal**

- 6.5.1. A person serving on the LGB shall cease to hold office if he resigns his office by notice to the LGB (but only if at least three persons appointed under clause 5.2.1 will remain in office when the notice of resignation is to take effect).
- 6.5.2. A person serving on the LGB shall cease to hold office if he is removed by the person or persons who appointed him. [This clause does not apply in respect of a person who is serving as a parent member on the LGB, who may be removed by the Directors.]
- 6.5.3. If any person who serves on the LGB in his capacity as an employee at the Academy ceases to work at the Academy then he shall be deemed to have resigned and shall cease to serve on the LGB automatically on termination of his work at the Academy.
- 6.5.4. Where a person who serves on the LGB resigns his office or is removed from office, that person or, where he is removed from office, those removing him, shall give written notice thereof to the Directors.

#### **6.6. Disqualification of members of the LGB**

- 6.6.1. No person shall be qualified to serve on the LGB unless he is aged 18 or over at the date of his election or appointment. No current pupil or student of the Academy shall be entitled to serve on the LGB.
- 6.6.2. A person serving on the LGB shall cease to hold office if he becomes incapable by reason of illness or injury of managing or administering his own affairs.
- 6.6.3. A person serving on the LGB shall cease to hold office if he is absent without the permission of the Chair of the LGB from all the meetings of the LGB held within a period of six months and the LGB resolves that his office be vacated.
- 6.6.4. A person shall be disqualified from serving on the LGB if:
  - 6.6.4.1. his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
  - 6.6.4.2. he is the subject of a bankruptcy restrictions order or an interim order.

- 6.6.5. A person shall be disqualified from serving on the LGB at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
- 6.6.6. A person serving on the LGB shall cease to hold office if he would cease to be a director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 6.6.7. A person shall be disqualified from serving on the LGB if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.
- 6.6.8. A person shall be disqualified from serving on the LGB where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 178 (persons disqualified from being charity trustees or trustees of a charity) of the Charities Act 2011.
- 6.6.9. After the Academy has opened, a person shall be disqualified from serving on the LGB if he has not provided to the Directors a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the chairman or the Principal confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.
- 6.6.10. Where, by virtue of this Scheme, a person becomes disqualified from serving on the LGB and he was so serving, or was proposed to so serve, he shall upon becoming so disqualified give written notice of that fact to the Directors.

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

## **7. Delegated powers**

### **7.1. General Provisions**

7.1.1. Subject to the provisions of:

(a) the Companies Act 2006,

(b) the Articles,

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

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

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

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

7.1.2. 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.

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

7.1.4. The Appendices to this Scheme set out the general principles and levels of delegation of responsibilities from the Directors to the LGB and from there to individuals. The Appendices will be reviewed by the Directors on an annual basis. Directors reserve the right to remove or alter any delegation at any time, whilst having due regard to, but not being bound by, the views of the LGB. So long as the Academy is judged by OFSTED to be Good or Outstanding it is the intention of the Directors that they will not remove or restrict any delegation without the prior agreement of the LGB.

7.1.5. 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:

7.1.5.1 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

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

7.1.6. In the exercise of its powers and functions, the LGB shall consider any advice given by the Principal and/or any other executive officer of the Company and shall comply with any advice or direction given by the Directors.

7.1.7. 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 y from such an account shall be signed by at least two signatories authorised by the Directors.

## 7.2. **Ethos and Values**

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

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

## 7.3. **Powers**

### ***Contracts***

- 7.3.4. Whilst the LGB shall have the power to enter into contracts on behalf of the Company in so far as they relate to the Academy pursuant to clause 6.1.5, the LGB shall first obtain the written consent of the Directors to any contracts or expenditure for any single matter above £25,000.

***Finance***

- 7.3.5. The Directors delegate to the LGB the responsibility to plan, manage and expend such of the monies received under the Relevant Funding Agreement or otherwise for the purposes of the Academy as may be determined each year by the Directors in accordance with the Budget.
- 7.3.6. The accounts of the Company shall be the responsibility of the Directors but the LGB shall provide such information about the finances of the Academy as often and in such format as the Directors shall require. Without prejudice to the above, the LGB shall provide monthly management accounts to the Directors.
- 7.3.7. The LGB shall ensure that proper procedures are put in place for the safeguarding of funds, where responsibility for those funds has been delegated to them, and that the requirements of the Academies Financial Handbook as per clauses 1.15 and 4.6 – 5.8 of the Master Funding Agreement are observed at all times as well as any requirements and recommendations of the Directors and the Secretary of State.
- 7.3.8. The LGB shall inform the Directors of any need for significant unplanned expenditure and will discuss with the Directors (and others as the Directors shall require) options for identifying available funding.
- 7.3.9.** 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.

**7.4. Premises**

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

- 7.4.5. The Directors may have regard to, but not be bound by, the views of the LGB in developing any mid to long term estate management strategy that will identify the suitability of building and facilities in light of long term curriculum needs and the need for and availability of capital investment to meet their responsibility to ensure the buildings and facilities are maintained to a good standard.
- 7.4.6. The responsibility for any disposals or acquisitions of land owned by the Company will be that of the Directors. Where this involves land occupied or used or to be occupied or used by the Academy, the Directors will have regard to, but not be bound by, the views of the LGB.
- 7.4.7. Insuring the land and buildings used by the Academy or entering into any risk pooling agreement will be the responsibility of the Directors who may recover the cost from monies received under the Relevant Funding Agreement or otherwise for the purposes of the Academy.

## **7.5. Human Resources**

### **7.5.4. Principal**

The Directors shall appoint the Principal in accordance with the Articles. The Directors will consult with and involve the LGB, to facilitate the appointment process. So long as the Academy is judged by OFSTED to be Good or Outstanding it is the intention of the Directors that they would not appoint someone as Principal without the prior agreement of the LGB. The Directors and the LGB may delegate to the Principal such powers and functions as they consider are required by the Principal for the internal organisation, management and control of the Academy (including the implementation of all policies set by the Directors for the direction of the teaching and curriculum at the Academy).

### **7.5.5. Other Staff**

- 7.5.5.1. The Directors shall be responsible for the appointment and contractual management and compliance of all other staff (to include teaching and non-teaching staff) to be employed by the Company at the Academy but may delegate all or any of these powers to the LGB as they may see fit.
- 7.5.5.2. In so far as there is a delegation of powers to the LGB pursuant to clause 6.5.2.1 above, the LGB shall:



- 7.5.5.2.1. comply with all policies concerning staff employed by the Company as may be issued by the Directors from time to time;
- 7.5.5.2.2. take account of any pay terms set by the Directors;
- 7.5.5.2.3. adopt any standard contracts or terms and conditions for the employment of staff issued by the Directors; and
- 7.5.5.2.4. manage any claims and disputes with staff employed by the Company at the Academy and comply with any advice, recommendation and/or direction given by the Directors.

**7.5.6.** The Directors, together with the LGB, shall be responsible for the performance management of all staff employed by the Company at the Academy (including the Principal) and shall comply with procedures for the proper professional and personal development of staff as may be issued by the Directors.

## **7.6. Curriculum and Standards**

7.6.4. In recognition of the Directors' obligation to the Secretary of State to provide a broad and balanced curriculum, the Directors shall be responsible for the setting and review of the curriculum but shall have regard to, but not be bound by, any views of the LGB. So long as the Academy is judged by OFSTED to be Good or Outstanding it is the intention of the Directors that they will not change the curriculum of the Academy without the prior agreement of the LGB.

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

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

7.7. Any decision to expand the Academy shall be that of the Directors who shall have regard to, but not be bound by, the views of the LGB. So long as the Academy is judged by Ofsted to be Good or Outstanding it is the intention of the Directors that they will not expand the Academy without the prior agreement of the LGB. While acknowledging that the Directors have overall responsibility and ultimate decision-

making authority for all the work of the Company, including considering any requests from other schools to join the Company, the Directors will take advice and guidance from the Headteachers' Group when deciding to agree to another school joining the Company.

#### **7.8. 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 accordance with any policy set by the Directors provided that:

(i) such policy is consonant with the 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.

#### **7.9. Regulatory Matters**

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

### **8. Operational Matters**

- 8.1. 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.
- 8.2. The LGB will adopt and will comply with all policies of the Directors communicated to the LGB from time to time.
- 8.3. Both the Directors and all members of the LGB have a duty to act with integrity, objectivity and honesty in the best interests of the Company and the Academy and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.
- 8.4. The LGB will review its policies and practices on a regular basis and in accordance with any advice, recommendation or instruction issued 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.
- 8.5. The LGB shall provide such data and information regarding the business of the Academy and the pupils

attending the Academy as the Directors may reasonably require from time to time.

8.6. The LGB shall submit to any inspections by the Directors.

8.7. The LGB shall co-operate with the Directors and shall promptly implement any advice, recommendation or instruction issued by the Directors where intervention is either threatened or is carried out by the Secretary of State and the Directors expressly reserve their unfettered right to review and/or remove any power or responsibility conferred on the LGB under this Scheme in such circumstances.

## **9. Annual Review and Termination**

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

9.2. This Scheme may be terminated by the Directors at any time by giving notice in writing to the LGB where intervention is either threatened or is carried out by the Secretary of State at the Academy.

9.3. Notwithstanding this being the first Scheme to apply in respect of the Academy, the Directors will have the right to review this Scheme at least on an annual basis and, where intervention is either threatened or is carried out by the Secretary of State at the Academy, to alter any provisions of it.

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

## **APPENDIX ONE**

### **FUNCTIONING OF THE LGB**

#### **1. CHAIRMAN, VICE-CHAIRMAN and secretary OF THE LGB**

1.1. Where paragraph 1.3 does not apply, the chairman of the LGB shall be appointed by the Directors having due regard to, but not being bound by, the views of the LGB.

1.2. The secretary of the LGB shall be appointed by the LGB .

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

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

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

1.5.1 he ceases to serve on the LGB;

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

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

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

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

1.7 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.

1.8 Where, in the circumstances referred to in paragraph 1.7, the vice-chairman is also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the members of the LGB shall elect one of their number to act as a chairman for the purposes of that meeting, provided that the person elected shall neither be a person who is employed by the Company (whether or not at the Academy) nor a Director.

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

1.10 The chairman may be removed from office by the Directors at any time. However, so long as the Academy is judged by OFSTED to be Good or Outstanding and the LGB is fulfilling its obligations pursuant to this Scheme, it is the intention of the Directors that they will not remove the chairman without the prior agreement of the LGB.

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

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

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

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

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

his duty to act solely in the interests of the Academy and any duty or personal interest (including but not limited to any Personal Financial Interest).

2.2 For the purpose of paragraph 2.1, a person has a Personal Financial Interest if he is in the employment of the Company or is in receipt of remuneration or the provision of any other benefit directly from the Company or in some other way is linked to the Company or the Academy.

### **3 THE MINUTES**

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

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

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

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

### **4 COMMITTEES**

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

### **5 DELEGATION**

5.1 Provided such power or function has been delegated to the LGB, the LGB may further delegate to any person serving on the LGB, any subcommittee of the LGB, the Principal and/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 which either the Directors or the LGB may impose and may be revoked or altered.

- 5.2 Where any power or function of the Directors or the LGB is exercised by any person serving on the LGB, any subcommittee of the LGB, the Principal and/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.
- 5.3 In order to facilitate the LGB of each school in making urgent decisions the Chair may use the 'Chair's Action' procedure as a decision-making process when the Chair is of the opinion that a matter of urgency exists and it is not practical to arrange a full governing body meeting at short notice,
- 5.3.1 'Chair's Action' may be exercised:
- (A) having received a written report from the Headteacher which clearly states, amongst other things, why the item concerned could not be brought to a regular meeting and why it would qualify for urgent decision under this procedure; or
  - (B) as a result of other information that is brought to their attention and a delay in exercising the function would likely be seriously detrimental to the interests of the Trust, any Trust school, pupil or their parent or a person who works at the Trust.
- 5.3.2 Where the circumstances in (A) or (B) apply and the Chair (whether by reason of vacancy in the office, incapacity or otherwise) is unable to exercise the function in question then the Vice Chair may carry out the function instead.
- 5.3.3 The Chair may decide, on receipt of a request for a decision under Chair's Action, that the matter should be dealt with instead by a special full governing body meeting called at short notice, in which case a meeting shall be called promptly.
- 5.3.4 Any action under Chair's Action should be reported in writing as soon as possible to the governing body and to the Executive Leader (together with a copy of any written report from the Headteacher or reference to the "other information" referred to in 5.3.1 (B) above). A record of the decisions taken shall also be included with the governing body's minutes.

## **6 MEETINGS OF THE LGB**

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

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

6.2.1 the Directors or the LGB; or

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

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

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

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

6.4.2 a copy of the agenda for the meeting

provided that, where the chairman or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting and the copy of the agenda thereof are given within such shorter period as he directs.

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

6.6 A resolution to rescind or vary a resolution carried at a previous meeting of the LGB shall not be proposed at a meeting of the LGB unless the consideration of the rescission or variation of



the previous resolution is a specific item of business on the agenda for that meeting.

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

6.7.1 the members of the LGB so resolve; or

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

6.8 Where, in accordance with paragraph 6.7, a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the secretary as soon as is reasonably practicable but, in any event, within seven days of the date on which the meeting was originally to be held or was so terminated.

6.9 Where the LGB resolves in accordance with paragraph 6.7 to adjourn a meeting before all the items of business on the agenda have been disposed of, the LGB shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items and they shall direct the secretary to convene a meeting accordingly.

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

6.11 The LGB may act notwithstanding any vacancies on its board but, if the number 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 meeting of the LGB.

6.12 The quorum for the purposes of

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

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

6.12.3 any vote on the removal of the vice-chairman or chairman of the LGB

shall be any two-thirds (rounded up to a whole number) of the persons who are at the time persons entitled to vote on those respective matters.

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

6.14. Subject to paragraphs 6.10 – 6.12, where there is an equal division of votes the chairman of the meeting shall have a casting vote in addition to any other vote he may have.

6.15. The proceedings of the LGB shall not be invalidated by

6.15.1 any vacancy on the LGB; or

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

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

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

6.17.1 the agenda for every meeting of the LGB,

6.17.2 the signed minutes of every 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 any material relating to:

- 6.18.1 a named teacher or other person employed or proposed to be employed at the Academy;
- 6.18.2 a named pupil at, or candidate for admission to, the Academy; and
- 6.18.3 any matter which, by reason of its nature, the LGB is satisfied should remain confidential.

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

6.19.1 he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting and

6.19.2 the LGB has access to the appropriate equipment

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

## **7. NOTICES**

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

7.2 A notice may be given by the LGB to its members either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the LGB by the member. A member whose registered address is not within the United Kingdom and who gives to the LGB an address within the United Kingdom at which notices may be given to him or an address to which notices may be sent using electronic communications shall be entitled to have notices given to him at that address but otherwise no such member shall be entitled to receive any notice from

the LGB.

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

7.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

## **8. INDEMNITY**

8.1. Subject to the provisions of the Companies Act 2006, the Charities Act 2011 or any other provision of law, every member of the LGB or other officer or auditor of the Company acting in relation to the Academy shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

**APPENDIX TWO: Levels of Delegation Checklist**

**Please note:** Although decisions may be delegated, the LGB together with the Company as a whole remains responsible for any decision made under delegation.

**DECISION KEY:** X – Accountable      A – Advisor

		Decision Level				
Function	Tasks	Members	Trust Board	LGB	CEO	Head-teacher
1. Being strategic	1.1 Determine the scope of mandatory core services to be delivered by the Company on behalf of its Academies		X			
	1.2 Determine the proportion of the overall school budget to be delegated to individual Academies		X		A	
	1.3 Identify additional services to be procured on behalf of individual academies (para 7.3.1 refers)			X		A
	1.4 Developing school buildings strategy (para 7.4.2 refers)			A	X	
	1.5 Approve school estates strategy		X		A	
	1.6 Procuring and maintaining buildings, including developing properly funded maintenance plan (para 7.4.1 refers)			X		A
	1.7 Develop and implement premises management plans, including annual maintenance			X		A

		Decision Level				
Function	Tasks	Members	Trust Board	LGB	CEO	Head-teacher
1. Being strategic	1.8 Set the times of school sessions, training days and the dates of school terms and holidays		X	A		
	1.9 Approve constituting documents and any amendments thereafter		X			
	1.10 Hold a full LGB meeting at least three times in a school year (Appendix 1, para 6.2 refers) or a meeting of the temporary governing body as often as may be required			X		
	1.11 Appoint and remove members of the LGB (sections 6.2-6.6 refer)		X			
	1.12 Consider whether or not to exercise delegation of functions to individuals		X			
	1.13 Consider requests from other schools to join the Company (para 7.6.4 refers)		X			A
	1.14 Determine and approve trust-wide policies which reflect the trust's ethos and values (facilitating discussions with unions where appropriate) in accordance with the Trust's schedule of policies (para 8.2 refers).		X		A	
	1.15 Determine and approve school-level policies which reflect the school's ethos and values in accordance with the Trust's schedule of policies (para 8.4 refers).			X		A
	1.16 Agree central spend/ top slice		X		A	

		Decision Level				
Function	Tasks	Members	Trust Board	LGB	CEO	Head-teacher
1. Being strategic	1.17 Establish risk register				X	A
	1.18 Review and monitor risk management reports (section 7.3.6 refers)		X	A		
	1.19 Engagement with stakeholders	X	X	X	X	X
	1.20 Determine Trust's vision and strategy, agreeing key priorities and KPI's against which progress towards achieving the vision can be measured		X		A	
	1.21 In the context of the Trust's vision and strategy determine School's vision and strategy, agreeing key priorities and KPI's against which progress towards achieving the vision can be measured.			X		A
	1.22 Approve and publish the school prospectus			X		A
	1.23 Review the School's admissions policy from time to time to ensure it still fits with the vision and strategy, and meets legislative requirements, making recommendations for amendment to the Trust Board where required (para 7.6.3 refers).			X		
	1.24 Approve the School's admission policy		X			

Function	Tasks	Decision Level				
		Members	Trust Board	LGB	CEO	Head-teacher
	1.25 Publish significant change proposals to change category of school (para 7.6.4 refers).		X	A		
2. Ensuring financial probity	2.1 Establish and publish register of all interests, business, pecuniary, loyalty for members/ trustees/ committee members		X	A		
	2.2 Approve and set up an Expenses Scheme to include trustees, governors and staff.		X			
	2.3 Ensure robustness of benchmarking and trust-wide value for money		X		A	
	2.4 Ensure robustness of benchmarking and school value for money			X		A
	2.5 Develop trust-wide procurement strategies		X		A	
	2.6 Delivery of efficiency savings programme				X	
	2.7 Develop and propose the individual school budget					X
	2.8 Approve budget plan to support delivery of trust key priorities		X		A	
	2.9 Agree budget plan to support delivery of school key priorities (para 7.3.2 refers)			X		A
	2.10 Monitor monthly expenditure (para 7.3.3 refers)		X	A		



Function	Tasks	Decision Level				
		Members	Trust Board	LGB	CEO	Head-teacher
2. Ensuring financial probity	2.11 Approve any between budget headings transfers and/or likely budget overspends (para 7.3.5 refers)		X			
	2.12 Establish financial decision levels and limits in the Trust Finance Policy		X		A	
	2.13 Appoint Internal Auditors		X			
	2.14 Appoint external Auditors	X				
	2.15 Enter into contracts (in accordance with the Finance Policy) up to the limits of delegation and within an agreed budget (paras 7.1.5.2 and 7.3.1 refers)		X	X		X
	2.16 Make payments within agreed financial limits as set out in the Finance Policy (para 7.1.5.1 and 7.3.2 refer)		X	X		X
	2.17 Appoint Chief Financial Officer for delivery of Trust’s detailed accounting processes		X		A	
	2.18 Ensure buildings insurance/risk pooling arrangements and personal liability cover is in place (para 7.4.4 refers)		X			
	2.19 Receive and respond to external auditors’ report		X		A	

		Decision Level				
Function	Tasks	Members	Trust Board	LGB	CEO	Head-teacher
3. Holding to account	3.1 Operational responsibility for standards of educational provision					X
	3.2 Hold the Headteacher to account for educational provision (para 7.6.2 refers)			X		
	3.3 Strategic accountability for standards of educational provision (para 7.6.2 refers)				X	
	3.4 Hold CEO to account for standards of educational provision (para 7.6.2 refers)		X			
	3.5 Undertake performance management of the CEO (section 7.5.2.3 refers)		X			
	3.6 Undertake performance management of the Headteacher (section 7.5.2.3 refers)			X	A	
	3.7 Submit to members and publish annual report on performance of the trust		X		A	
	3.8 Approve Annual Report and accounts	X				
	3.9 Submit annual report and accounts including accounting policies, signed statement on regularity, propriety and compliance, incorporating governance statement demonstrating value for money		X		A	
	3.10 Submit termly report on the work of LGB and LGB minutes to the Trust			X		A
	3.11 Regulate the LGB procedures (where not set out in law)		X			

		Decision Level				
Function	Tasks	Members	Trust Board	LGB	CEO	Head-teacher
3. Holding to account	3.12 Agree auditing and reporting arrangements for all matters of compliance (eg safeguarding, H&S, employment, free school meals, website, Trust/school policies)		X	A	A	A
	3.13 Accountable for matters of compliance		X		A	
	3.14 Hold Headteacher to account for matters of compliance			X		
	3.15 Operational responsibility for matters of compliance					X
	3.16 To have an overview of the use of exclusions.		X	A		
4. People	4.1 Agree Trust staffing structure		X		A	
	4.2 Agree school staffing structure			X		A
	4.3 Appoint and dismiss CEO		X			
	4.4 Appoint and dismiss Headteacher (para 7.5.1 refers)		X	A		
	4.5 Suspending / end suspension of Headteacher		X	A		
	4.6 Appoint other teachers, including Deputy Headteacher (paras 7.5.2.1/2 refer)			A		X

		Decision Level				
Function	Tasks	Members	Trust Board	LGB	CEO	Head-teacher
4. People	4.7 Appoint school non-teaching staff (paras 7.5.2.1/2 refer)			A		X
	4.8 Appoint trust non-teaching staff		A		X	
	4.9 Suspend / end suspension / dismissal of other school staff			X		
	4.10 Suspend / end suspension / dismissal of other trust staff		X			
	4.11 Determining dismissal payments/ early retirement		X			
	4.12 Agree CEO pay award		X			
	4.13 Agree Headteacher pay award			X	A	
	4.14 Monitor staff appraisal procedure and pay progression		X	A		
	4.15 Agree central service staff appraisal outcome and pay progression (para 7.5.2.3 refers)		X		A	
	4.16 Agree school staff appraisal outcome and pay progression (para 7.5.2.3 refers)			X		A
	4.17 Pay discretions.		X	A	A	

		Decision Level				
Function	Tasks	Members	Trust Board	LGB	CEO	Head-teacher
4. People	4.18 Agree role descriptions for and appoint (and remove) members	X				
	4.19 Appoint (and remove) non- co-opted trustees (Article 50 refers)	X				
	4.20 Appoint (and remove) co-opted trustees (Article 58 refers)		X			
	4.21 Agree role descriptions for trustees/ chair of the Trust Board/ any specific roles		X		A	
	4.22 Agree role descriptions for governors / chair of the LGB/ any specific roles			X		A
	4.23 Appoint (and remove) the clerk to the Trust Board (Article 81 refers)		X			
	4.24 Appoint the chair of the LGB (Appendix 1, paras 1.1 and 1.3 refer)		X	A		
	4.25 Remove the chair of the LGB (Appendix 1, paras 1.10 and 1.11 refer)		X	A		
	4.26 Appoint and dismiss the clerk to the LGB (Appendix 1, para 1.2 refers)			X		A
	4.27 Determine the development needs of governors by completion of skills audits and put in place an appropriate program or recruit to fill gaps		X	A	A	A
	5.1 Agree and review articles of association	X	A		A	

		Decision Level				
Function	Tasks	Members	Trust Board	LGB	CEO	Head-teacher
5. Systems and Structure	5.2 Establish and annually review governance structure (committees) for the Trust		X		A	
	5.3 Annually agree terms of reference for trust committees (including LGB's)		X		A	
	5.4 Annually agree terms of reference for LGB committees			X		A
	5.5 Complete annual self review of trust board and committee performance, to include trustee contribution and succession planning for the Board and central services staff		X		A	
	5.6 Complete annual self review of LGB performance, to include governor contribution for the LGB and school staff			X		A
	5.7 Periodically carry out review of chair's performance		X	X		
	5.8 Agree annual schedule of business for trust board		X		A	
	5.9 Agree annual schedule of business for LGB			X	A	A
	5.10 Offer or cease additional (extended school) activities and manage what form these should take (para 7.7 refers)			X		A