

# KING'S GROUP ACADEMIES

## SCHEME OF DELEGATION

### 1 INTRODUCTION

- 1.1 As a charity and company limited by guarantee, King's Group Academies (the "Company") is governed by a Board of Trustees (the "Trustees") who are responsible for, and oversee, the management and administration of the Company and the academies run by the Company (the "Academies").
- 1.2 The Trustees are accountable to external government agencies including the Charity Commission and the Department for Education (including any successor bodies) for the quality of the education they provide and they are required to have systems in place through which they can assure themselves of quality, safety and good practice, with particular regard to school performance and the effective use of resources.
- 1.3 In order to discharge these responsibilities, the Trustees 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. King's Education Ltd ("the Sponsor") also has the right to appoint people (as Sponsor Governors under clause 4.2) to form a majority of the Local Governing Body.
- 1.4 This Scheme of Delegation explains the ways in which the Trustees fulfil their responsibilities for the leadership and management of the Academy, the respective roles and responsibilities of the Trustees and the members of the Local Governing Body and the commitments to each other to ensure the success of the Academy.
- 1.5 This Scheme delegates various functions in accordance with clause 5 but the function of the Local Governing Body shall be to:
- 1.5.1 determine and oversee an ongoing strategic plan to ensure the Academy functions effectively in accordance with the [King's Group Academies vision, mission and ethos](#);
  - 1.5.2 monitor the key operational aspects of the Academy in accordance with its strategic plan, in particular:
    - (a) academic standards;
    - (b) safeguarding of pupils and staff, including risk management;
    - (c) local stakeholder engagement, and,

- (d) financial management;
  - 1.5.3 consider budget monitoring information and make recommendations to the head teacher or Executive Head teacher of the Academy/ies ("the Head Teacher") and the Trustees in relation to annual budget proposals and any potential overspend;
  - 1.5.4 govern admissions by:
    - (a) liaising with the relevant local authority to ensure the local admissions policy is consulted on and agreed, and that all appeals are handled by the local independent appeals panels.
    - (b) Or, in circumstances where the Trustees agree that the school should not use the local appeals process, the LGB will form a committee to apply admissions criteria in accordance with the Admissions Code and with due regard to any locally agreed fair access protocols, and to appoint the Head Teacher and another governor as proposers in any admissions appeals;
  - 1.5.5 govern exclusions in accordance with appropriate regulations;
  - 1.5.6 support the Head Teacher in recruitment and selection, grievance, disciplinary and processes in relation to staff, where appropriate;
  - 1.5.7 produce reports on Academy standards for the Trustees or any committee of the Trustees as from time to time agreed;
  - 1.5.8 through the Head Teacher, liaise and cooperate with the Trustees and the other Academies for the common good of the Academies; and
  - 1.5.9 where appropriate, set their own policy and procedures.
- 1.6 For the avoidance of doubt, leadership positions within the Academies are defined below. Where the term 'Head Teacher' appears in this scheme of delegation it is understood to mean either the Head Teacher, Principal or Executive Head Teacher in line with the arrangement at the Academy in question:
  - 1.6.1 Head Teacher or Principal - carries responsibility of the role of Head Teacher for one school
  - 1.6.2 Executive Head Teacher - carries responsibility for two or more schools
  - 1.6.3 Head of School – carries delegated responsibilities from executive headteacher for one school or site
- 1.7 This Scheme of Delegation has been put in place by the Trustees and shall take effect on and from 13 December 2017 (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 ETHOS AND MISSION STATEMENT**

The King's Group Academies vision and mission is available [here](#).

- 2.1 Decisions are to be taken at a level as close to those affected as is reasonably possible in the best interests of all of the pupils served by the Trust. Accordingly, the Local Governing Body is established to conduct the Academy and to ensure its good governance. The Local Governing Body shall be the "Advisory Body" of the Academy as required by the funding agreement entered into between the Company and the Secretary of State for Education (the "Secretary of State") governing the affairs of the Company (the "Funding Agreement").
- 2.2 The Trustees and the Local Governing Body share a particular commitment to the mutual support of all the Academies for whom the Company is responsible, especially those that are in need of assistance at any particular time. Accordingly, this Scheme of Delegation recognises the obligation on all Academies to collaborate to ensure the best possible educational experience for all children and families served by the Company's Academies, wherever their location in pursuit of this goal.
- 2.3 The Academies will play an active part in networks of local schools and will work with local communities to mutual benefit.

## **3 TRUSTEES' POWERS AND RESPONSIBILITIES**

- 3.1 The Trustees have overall responsibility and ultimate decision making authority for all the work of the Company, including the establishing and running of schools and in particular the Academies. 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, the implementation of quality management processes and the identification, monitoring and management of risk. The Trustees have the power to direct change where required.
- 3.2 The Trustees have a duty to act in the fulfilment of the Company's objects.
- 3.3 Trustees will have regard to the interests of the other academies for which the Company is responsible in deciding and implementing any policy or exercising any authority in respect of the Academy.
- 3.4 Article 101 provides for the appointment by the Trustees of committees to whom the Trustees may delegate certain of the functions of the Trustees. In further recognition of the Trustees' power to delegate under Article 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 of the Academy.
- 3.5 The constitution, membership and proceedings of the Local Governing Body is determined by the Trustees and this Scheme of Delegation expresses such matters as well as acknowledges 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.

- 3.6 Where Trustees believe that a local governing body is not acting in the best interests of the aims and objectives of the Trust, it can after proper warning, set aside that governing body and implement interim forms of governance which might include: directing governance from the main Board; establishing a local governing body overseeing more than one school; any other arrangement from time to time that would meet the expectations of the Secretary of State and/or the Trustees.

#### **4 CONSTITUTION OF THE LOCAL GOVERNING BODY**

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

4.1.1 The number of people who shall sit on the Local Governing Body shall be not less than three, and would normally be established as described below.

4.1.2 The Local Governing Body shall usually have the following members:

4.1.2.1 up to 7 or such greater number as is required by clause 4.2.1 members, appointed under clause 4.2.1;

4.1.2.2 up to 2 staff members, appointed under clause 4.2.2 and 4.2.3. Where the Academy operates under an Executive Head Teacher, the Head of School (or equivalent) for will fill one of these two places ;

4.1.2.3 2 parent members elected or appointed under clause 4.2.5;

4.1.2.4 the head teacher , principal or Executive head teacher of the Academy (the "Head Teacher") or Academies; and

4.1.3 The Local Governing Body may also have co-opted members appointed under clause 4.3.

4.1.4 The Trustees (all or any of them) shall also be entitled to serve on the Local Governing Body and they and/or the Chief Executive Officer may attend any meetings of the Local Governing Body. Any Trustee of the Company appointed by Kings Education Limited pursuant to article 50 of the Articles attending a meeting of the Local Governing Body shall count towards the quorum for the purposes of the meeting and any Trustee attending a meeting shall be entitled to vote on any resolution being considered by the Local Governing Body.

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

4.2.1 The Sponsor may appoint up to 7 persons or such greater number of persons as shall exceed the number of members of the Local Governing Body appointed under other provisions of the Scheme of Delegation to serve on the Local Governing Body, provided the appointments shall have regard to any recommendations and views of the Trustees 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.

- 4.2.2 The Trustees, or if directed by the Trustees, 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 Head Teacher) 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.
- 4.2.3 Unless the Trustees 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 Head Teacher) 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.
- 4.2.4 The Head Teacher has the option of sitting on the Local Governing Body as a discretionary member. Head Teachers may also opt to serve as non-voting advisors to local governing bodies in agreement with the CEO.
- 4.2.5 Subject to clause 4.2.9, 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 one of the King's Group Academies at the time when he or she is elected.
- 4.2.6 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 a King's Group 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.
- 4.2.7 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 he prefers, by having his ballot paper returned to the Academy by a registered pupil at the Academy.
- 4.2.8 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 he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
- 4.2.9 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.

- 4.2.10 In appointing a person to be a parent member of the Local Governing Body pursuant to clause 4.2.9, the Local Governing Body shall appoint a person who is the parent of a registered pupil at a King's Group Academy; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.
- 4.2.11 The first parent and staff members of the Local Governing Body shall be those people who filled those positions on the Governing Body of the predecessor School at its closure (provided they remain eligible under this Scheme of Delegation), who, if the Trustees agree, shall serve on the Local Governing Body for the remainder of the terms of office for which they were elected to the predecessor Governing Body.
- 4.3 Co-opted members of the Local Governing Body
- 4.3.1 The Trustees, or if directed by the Trustees, the Local Governing Body may appoint up to 3 persons to be "Co-opted" to the Local Governing Body. A person who shall be "Co-opted" to the Local Governing Body means a person who is to serve on the Local Governing Body without having been appointed or elected to serve on the Local Governing Body under clauses 4.2.1 to 4.2.11 inclusive. The Trustees, or if directed by the Trustees, the Local Governing Body 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 Local Governing Body would exceed one third of the total number of persons serving on the Local Governing Body (including the Head Teacher).
- 4.4 Term of office
- 4.4.1 The term of office for any person serving on the Local Governing Body shall be up to 4 years, save that this time limit shall not apply to the Head Teacher and persons who are "Co-Opted" to the Local Governing Body who shall serve for 1 year. The term for each individual will be decided by the Sponsor or Trustees (subject to who is making the appointment pursuant to clauses 4.2.1 and 4.2.2) in the interest of ensuring continuity of governance.
- 4.4.2 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 (including being "Co-opted" again) to the Local Governing Body.
- 4.5 Resignation and removal
- 4.5.1 A person serving on the Local Governing Body shall cease to hold office if s/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).
- 4.5.2 A person serving on the Local Governing Body shall cease to hold office if s/he is removed by Sponsor, in the case of an appointment made the Sponsor or in all other cases, the person or persons who appointed him/her. 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/her,

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 this Scheme of Delegation will be taken into account. A person may also be removed by the Trustees but only after the Trustees 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.

- 4.5.3 If any person who serves on the Local Governing Body in his/her 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 his work at the Academy.
- 4.5.4 Where a person who serves on the Local Governing Body resigns his/her office or is removed from office, that person or, where he is removed from office, those removing him/her, shall give written notice thereof to the Local Governing Body who shall inform the Trustees.
- 4.6 Disqualification of members of the Local Governing Body
- 4.6.1 No person shall be qualified to serve on the Local Governing Body unless s/he is aged 18 or over at the date of his election or appointment. No current pupil of the Academy shall be entitled to serve on the Local Governing Body.
- 4.6.2 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.
- 4.6.3 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 his/her office be vacated.
- 4.6.4 A person shall be disqualified from serving on the Local Governing Body if:
- 4.6.4.1 his/her estate has been sequestered and the sequestration has not been discharged, annulled or reduced; or
- 4.6.4.2 s/he is the subject of a bankruptcy restrictions order or an interim order.
- 4.6.5 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 Trustees 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).
- 4.6.6 A person serving on the Local Governing Body shall cease to hold office if s/he would cease to be a Trustee 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).
- 4.6.7 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.
- 4.6.8 A person shall be disqualified from serving on the Local Governing Body at any time when s/he is:
- 4.6.8.1 included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999; or
- 4.6.8.2 disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000; or
- 4.6.8.3 barred from regulated activity relating to children (within the meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006).
- 4.6.9 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.
- 4.6.10 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 178 of the Charities Act 2011 or any statutory re-enactment or modification of that provision..
- 4.6.11 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 disclosure and barring service 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 Head Teacher 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.
- 4.6.12 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 Trustees.

- 4.6.13 This clause 4.6 and paragraph 2 of Appendix 1 shall also apply to any member of any committee of the Local Governing Body who is not a member of the Local Governing Body.

## **5 DELEGATED POWERS**

### **5.1 General Provisions**

- 5.1.1 Subject to the provisions of Appendix 2 to this Scheme of Delegation, 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 Trustees to the Local Governing Body 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 of Delegation.
- 5.1.2 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.
- 5.1.3 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 Trustees 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 the powers so delegated.
- 5.1.4 The matters set out in Appendix 2 shall not be delegated to the Local Governing Body.
- 5.1.5 Subject to provisions of Appendix 2 to this Scheme of Delegation, in general terms the day-to-day direction and running of the Academy is devolved to the Local Governing Body and the Academy's senior management. However, the Trustees remain responsible to the Secretary of State for Education and other external bodies for its academic standards and its financial health. Therefore, notwithstanding the principle of subsidiarity, in certain circumstances, the Trustees may deem it necessary to direct the Local Governing Body in matters of local strategy and even day-to-day management. Such circumstances include where:
- (a) standards and performance are low and likely to remain so without intervention;
  - (b) there has been a serious breakdown in management or governance which is prejudicial to the standards of performance or breaches the Company's policies and procedures;
  - (c) the safety of pupils and staff is threatened;

- (d) safeguarding procedures are inadequate; or
    - (e) the reputation of the Company (in the opinion of the Trustees) or the Sponsor (in the opinion of the Sponsor) is at risk or could be at risk.
  - 5.1.6 If in consultation with the Academy's Local Governing Body the Trustees are persuaded to make an intervention as envisaged under this Scheme of Delegation as in 5.1.5 (above), such action will be taken in accordance with Appendix 3 of this Scheme. Otherwise, responsibility for matters identified in clause 5.1.5 shall be that of the Local Governing Body.
  - 5.1.7 In order to fulfil the Company's objectives and ensure that every child receives the best possible education, the Local Governing Body must successfully address any performance issues, by self-assessment, support from within the Company and support from other sources identified by the Trustees with the agreement of the Sponsor. Interaction will range from monitoring where performance is outstanding to significant support and intervention where the Company has concern about performance.
  - 5.1.8 In the exercise of its powers and functions, the Local Governing Body may consider any advice given by the Head Teacher and any other executive officer as well as the Trustees and the Sponsor
- 5.2 Ethos and Values
- 5.2.1 Whilst the Local Governing Body shall be responsible for ensuring that the Academy is conducted in accordance with its ethos and values referred to in clause 2, the determination of the Academy's ethos and mission statement shall be the responsibility of the Trustees, who shall not make any alteration to the character of the Academy or the conduct of the Academy without the consent of the members of the Company (the "Members").
  - 5.2.2 At all times, the Trustees and the Local Governing Body shall ensure that the Academy is conducted in accordance with the Object and any agreement entered into with the Secretary of State for the funding of the Academy.
- 5.3 Finance
- 5.3.1 The Trustees will agree and keep under regular review a [Finance Policy](#) that establishes the detailed financial delegations and powers of the CEO, Finance Director, Headteachers, budget managers and Local Governing Bodies. Any review or changes to the Finance Policy will be agreed by the Trustees, with due regard given to the views of Local Governing Bodies.
  - 5.3.2 The role of Local Governing Bodies in monitoring financial management at the school will depend on the degree of financial delegation agreed by the Trustees at each Academy. This will be set out in a letter from the Trustees to the each Local Governing Body at the start of each financial year.

- 5.3.3 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 may have the following powers, unless alternative arrangements are in place, namely:
- 5.1.3.1 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 the Trust's Finance Policy 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
  - 5.1.3.2 to enter into contracts on behalf of the Company in so far as they relate to the Academy and pursuant to what is permitted by the [Trust's Finance Policy](#) and with the express permission of the Finance Director sought and given.
- 5.3.4 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 Trustees
- 5.3.5 In acknowledgement of the receipt by the Trustees 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 Trustees may 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 Trustees acting reasonably in accordance with the following principles:
- (a) The Local Governing Body acknowledges the support provided by the Trustees and that certain costs will be incurred by the Company in undertaking its functions in meeting its responsibilities, in particular in relation to:
    - (i) the production of corporate accounts for the Company and the auditing of those accounts;
    - (ii) ensuring appropriate insurances are in place and implementing a suitable risk management strategy;
    - (iii) the functions of the Company Secretary and Responsible Officer (required for the purposes of the Funding Agreement); and

- (b) There may be other services provided by the Trustees on either an optional or a non-discretionary basis and these will be agreed with the Local Governing Body(s). In light of this, the Local Governing Body will be expected to meet a proportion of the costs incurred by the Trustees, which shall be determined by the Trustees on an annual basis.
  - (c) The Trustees will, on request, make available to the Local Governing Body full details of the expenditure incurred by the Trustees and will at the appropriate point in the year circulate a draft budget for the Trustees for discussion with the Local Governing Body.
- 5.3.6 In light of the principle of subsidiarity, but recognising the duties and responsibilities of the Trustees, the Trustees are committed to ensuring that decisions are made having regard to the need to achieve a value for money service, to keep to a minimum the levy for central support and functions.
- 5.3.7 The Local Governing Body may have the power to enter into contracts on behalf of the Company in so far as they relate to the Academy provided the expenditure on such contracts is taken into account in the relevant Budget, and subject to the provisions of Appendix 2 and the Trust Finance Policy.
- 5.3.8 The accounts of the Company shall be the responsibility of the Trustees but the Local Governing Body shall provide such information about the finances of the Academy as often and in such format as the Trustees shall reasonably require. The Local Governing Body acknowledges the need of the Trustees to coordinate the financial information of each Academy and in order to achieve efficiencies and to minimise the cost and risk of auditing, the Local Governing Body is committed to supporting the aim of the Trustees to harmonise the financial management information systems adopted by the Academies. Without prejudice to the above, the Local Governing Body shall inform the Trustees immediately of any materially adverse financial issues affecting the Academy and provide a full report on such issues to the next meeting of the Trustees.
- 5.3.9 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 Trustees and the Secretary of State.
- 5.3.10 Where it has financial responsibilities the Local Governing Body shall submit its annual budget to the Trustees at the agreed time and will have regard to any views of the Trustees as to the appropriateness of such budget. The Local Governing Body shall inform the Trustees of any need for significant unplanned expenditure and will discuss with the Trustees (and others as the Trustees shall require) options for identifying available funding. The provisions of clause 5.3.5 shall be taken into account in preparing the Budget.
- 5.3.11 The Local Governing Body shall develop appropriate risk management strategies in compliance with and consistent with those applicable to the Company as a whole

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, in order to ensure the long-term sustainability of the Academy. The Local Governing Body shall comply with any risk management policy adopted by the Company. The Local Governing Body shall nominate one member of the Local Governing Body to fulfil the functions of the Responsible Officer in so far as it affects the Academy and such person will liaise with the Company's Responsible Officer in order to ensure consistent financial risk management procedures are being adopted across all Academies.

- 5.3.12 The Trustees acknowledge the Local Governing Body's right and intention to use any voluntary (i.e. non-grant) funds (including any restricted funds) raised by the Local Governing Body for the purposes for which they have been raised and otherwise solely at the discretion of the Local Governing Body, provided that this is within the Object. Proper accounts will be kept by the Local Governing Body showing the receipt and use of such funds and the extent to which such funds are restricted, in the light of the obligation on the Company to note those funds separately in the accounts of the Company.

#### 5.4 Premises

- 5.4.1 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 Trustees (and/or any others) as owners of such buildings and facilities.
- 5.4.2 The Local Governing Body shall in conjunction with the Trustees 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.
- 5.4.3 The responsibility for any disposals or acquisitions of land to be used by the Academy will be that of the Trustees.
- 5.4.4 Insuring the land and buildings used by the Academy will be the responsibility of the Trustees who shall recover the cost from the Budget to the extent the same is not otherwise reclaimed directly from the Education and Skills Funding Agency (or any successor body).
- 5.4.5 The Local Governing Body will notify the Trustees as soon as reasonably practicable following the occurrence of an event in respect of which insurance has been obtained. The responsibility for notifying the insurers is that of the Local Governing Body. The Trustees and the Local Governing Body will provide each other with all necessary information and assistance as may be helpful in the management of any insurance claims.

## 5.5 Resources

### 5.5.1 Head teacher

5.5.1.1 The Trustees shall appoint the Head teacher and any deputy head teachers or vice principals of the Academy. The Trustees and the Local Governing Body may delegate such powers and functions as they consider are required by the Head Teacher for the internal organisation, management and control of the Academy (including the implementation of all policies approved by the Trustees and the Local Governing Body and for the direction of the teaching and curriculum at the Academy).

### 5.5.2 Other Staff

5.5.2.1 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:

5.5.2.1.1 comply with all policies dealing with staff issued by the Trustees from time to time;

5.5.2.1.2 comply with any pay terms set by the Trustees;

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

5.5.2.1.4 manage any claims and disputes with staff members in compliance with model disciplinary procedures for the Academy which are approved by the Trustees and having regard to and any advice and recommendations given by the Trustees.

5.5.2.2 The Local Governing Body shall oversee the performance management of all staff (except the Head Teacher) and shall ensure procedures are in place for the proper professional and personal development of staff.

## 5.6 Curriculum and Standards

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

5.6.2 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 Trustees as they might issue from time to time.

- 5.6.3 The Local Governing Body shall be responsible for the setting and review from time to time of the Academy's admissions policy provided that no change will be made to the admissions criteria without the written consent of the Trustees.
- 5.6.4 Any decision to expand the Academy shall be that of the Trustees but who shall have regard to the views of the Local Governing Body.
- 5.7 Extended Schools and Business Activities
- 5.7.1 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 Trustees 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 Objects and any threat to funding provided by the Secretary of State.
- 5.8 Regulatory Matters
- 5.8.1 The responsibility for the satisfaction and observance of all regulatory and legal matters shall be the Trustees but the Local Governing Body shall do all such things as the Trustees may specify as being necessary to ensure that the Company is meeting its legal obligations.
- 6 OPERATIONAL MATTERS**
- 6.1 The Local Governing Body shall comply with the obligations set out in Appendix 1 to this Scheme of Delegation which deals with the day to day operation of the Local Governing Body.
- 6.2 The Local Governing Body will adopt and will comply with all policies of the Trustees communicated to the Local Governing Body from time to time.
- 6.3 Both the Trustees 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.
- 6.4 The Local Governing Body will review its policies and practices on a regular basis, having regard to recommendations made by the Trustees (and the Members) 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.
- 6.5 The Local Governing Body shall provide promptly such data and information regarding the business of the Academy and the pupils attending the Academy as the Trustees may require from time to time.



- 6.6 The Local Governing Body shall submit to any inspections by the Trustees and the Members in order to allow them to assess how well the Academy is being managed in light of the additional responsibilities and expectations of schools which are academies.
- 6.7 The Local Governing Body shall consider the need for any other specific commitments that might be made by the Trustees and the Local Governing Body, e.g. in relation to ethos, character, teachings, collective worship, policies, supporting other schools.
- 6.8 In the exercise of their powers and functions the Local Governing Body shall consider any advice given by the Trustees.
- 6.9 The Local Governing Body shall adhere to a policy for the admission of pupils to the Academy approved by the Trustees from time to time.

## **7 INTERVENTION AND REMOVAL OF DELEGATED RESPONSIBILITY**

- 7.1 The Local Governing Body shall work closely with and shall promptly implement any advice or recommendations made by the Trustees in the event that intervention is either threatened or is carried out by the Secretary of State and the Trustees expressly reserve the unfettered right to review or remove any power or responsibility conferred on the Local Governing Body under this Scheme of Delegation in such circumstances.
- 7.2 Notwithstanding the above, the Trustees and the Local Governing Body acknowledge the value of maintaining a good working relationship, particularly in light of the levels of delegated responsibility within the Company and the impact this may have on the ability of the Trustees to react when standards are falling and/or there is evidence of financial imprudence exposing the Local Governing Body and possibly more widely the Company itself to a threat of intervention. The Trustees and the Local Governing Body in such circumstances will make the following commitments to each other:
- 7.2.1 to discuss openly any situation which may in the opinion of either potentially lead to a threat of intervention by the Secretary of State;
- 7.2.2 to use all reasonable endeavours to agree the measures to be taken to improve standards in the performance of the Academy and to support each other in the implementation of those measures;
- 7.2.3 to allow each other the opportunity to effect improvements at the Academy through directions to be issued to persons appointed either by the Local Governing Body (including the Head Teacher) or the Sponsor (as the case may be) in relation to the governance of the Academy provided such steps do not seek to undermine the collaborative and respectful approach being adopted by each;
- 7.2.4 not to remove or deny delegated authority without first agreeing to put in place for an appropriate period of time an interim executive board, whose responsibility it will be to address the issues culminating in the threat of intervention, such interim executive board will be made up of an equal number of persons appointed by both the Trustees and Local Governing Body and shall have power to act subject only to the guiding principles set out in clause 1 and the fulfilment of the Object.



**8 ANNUAL REVIEW**

- 8.1 This Scheme of Delegation shall operate from the Effective Date in respect of the named Academies.
- 8.2 Notwithstanding this being the first Scheme of Delegation to apply in respect of the Academy, the Trustees shall review this Scheme of Delegation at least on an annual basis and alter any provisions of it.
- 8.3 In considering any material changes to this Scheme of Delegation or any framework on which it is based, the Trustees will have regard to and give due consideration of any views of the Local Governing Body.

## **APPENDIX 1**

### **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 Governor to be chairman and a vice-chairman from among their number in writing to serve until a successor is appointed or a vacancy occurs as envisaged in paragraph 1.3. A person who is employed by the Company (whether or not at the Academy) shall not be eligible for election as chairman or vice-chairman.
- 1.2 Subject to paragraph 1.4, the chairman or vice-chairman shall hold office as such until his successor has been elected in accordance with this clause 1.
- 1.3 The chairman or vice-chairman may at any time resign his/her office by giving notice in writing to the Local Governing Body. The chairman or vice-chairman shall cease to hold office if:
- s/he ceases to serve on the Local Governing Body;
  - s/he is employed by the Company whether or not at the Academy;
  - s/he is removed from office in accordance with this Scheme of Delegation; or
  - 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 Trustee.
- 1.7 A Trustee 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 Trustees 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:
- 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

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/her 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 as defined in clause 2.2) which conflicts or may conflict with his/her 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 themselves from any discussions of the Local Governing Body 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 as defined in paragraph 2.2).
- 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 ("Personal Financial Interest").
- 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 subcommittee of the Local Governing Body shall be referred to the Trustees 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:
- all appointments of officers made by the Local Governing Body; and
- 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 subcommittees as the Trustees shall from time to time notify) shall be provided to the Trustees as soon as reasonably practicable after those minutes are approved.

## **4 COMMITTEES**

- 4.1 Subject to this Scheme of Delegation, the Local Governing Body may establish any subcommittee, but not normally more than three. The constitution, membership and proceedings of any subcommittee shall be determined by the Local Governing Body but having regard to any views of the Trustees. The establishment, terms of reference, constitution and membership of any subcommittee shall be reviewed at least once in every twelve months. The membership of any subcommittee may include persons who do not also serve on the Local Governing Body, provided that a majority of the members of any such subcommittee shall be members of the Local Governing Body or Trustees. The Local Governing Body may determine that some or all of the members of a subcommittee who are not Trustees or who do not serve on the Local Governing Body shall be entitled to vote in any proceedings of the subcommittee. No vote on any matter shall be taken at a meeting of a subcommittee unless the majority of members of the subcommittee present either are Trustees 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 Head Teacher or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions either the Trustees or the Local Governing Body may impose and may be revoked or altered.
- 5.2 Where any power or function of the Trustees or the Local Governing Body is exercised by any subcommittee, any Trustee or member of the Local Governing Body, the Head Teacher or any other holder of an executive office, that person or subcommittee 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 three times in every school year. Meetings of the Local Governing Body shall be convened by a suitably qualified clerk to the Local Governing Body. In exercising his/her functions under this Scheme of Delegation the clerk shall comply with any direction:
- given by the Trustees or the Local Governing Body; or
- given by the chairman of the Local Governing Body or, in his/her 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 clerk, requisition a meeting of the Local Governing Body; and it shall be the duty of the clerk to convene such a meeting as soon as is reasonably practicable.
- 6.4 Each member of the Local Governing Body shall be given at least seven clear days before the date of a meeting:
- notice in writing thereof, signed by the clerk, and sent to each member of the Local Governing Body at the address provided by each member from time to time; and
- a copy of the agenda for the meeting;
- provided that where the chairman or, in his/her 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:
- the members of the Local Governing Body so resolve; or
- 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 clerk as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.
- 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 clerk to convene a meeting accordingly.
- 6.10 Subject to paragraph 6.10A and 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.
- 6.10A If the Trustees have appointed any additional members of the Local Governing Body pursuant to clause 4.1.2.5 of this Scheme of Delegation then the quorum for a meeting of the Local

Governing Body, and any vote on any matter thereat, shall be any three members of the Local Governing Body and any one of such additional members.

6.11 The Local Governing Body may act notwithstanding any vacancies on its board, but, if the numbers of eligible persons serving is less than the number fixed as the quorum, the continuing persons may act only for the purpose of filling vacancies.

6.12 The quorum for the purposes of:

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

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.

6.12A The quorum for appointing a parent member shall be any two thirds (rounded up to a whole number) of the persons who are at that time persons entitled to vote on the matter.

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 to 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

any vacancy on the board; or

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/her 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:

the agenda for every meeting of the Local Governing Body;

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

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

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

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:

he has given notice of his/her 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

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 NOTICES**

- 7.1 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.

- 7.2 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 his/her 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 him/her, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him/her at that address, but otherwise no such member shall be entitled to receive any notice from the Local Governing Body.

7.3 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.

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

## **8 INDEMNITY**

8.1 Subject to the provisions of the Companies Act 2006 every member of the 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 him/her 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/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## **APPENDIX 2**

### **MATTERS RESERVED TO THE BOARD OF TRUSTEES OF THE COMPANY**

- 1 Altering the name of the Academy.
- 2 Any borrowing (or aggregate borrowings) by the Company in respect of the Academy otherwise than as expressly provided in the relevant Budget for the Financial Year and on terms agreed in advance in writing by the Trustees.
- 3 Making any acquisition or disposal of any material asset(s) of the Academy [otherwise than in the ordinary course of business].
- 4 Creating or granting any encumbrance or giving of any security or guarantee over the whole or any part of the undertaking or assets of the Company or the Academy or agreeing to do so.
- 5 Entering into any partnering or collaboration arrangement, joint venture or other agreement or arrangement for the joint administration or sharing of services of the Academy other than with another academy of the Company.
- 6 The appointment or dismissal of the Head teacher and any deputy head teacher or vice principal of the Academy.
- 7 Entering into any capital commitment, in line with the financial delegations set out in the Trust Finance Policy
- 8 Any commitment or expenditure that is not taken into account in the relevant Budget for the Financial Year.
- 9 Entering into any contract for goods or services or goods and/or services in respect of which the Trustees have notified the Local Governing Body that the Company is in negotiations for or has entered into purchasing arrangements for the supply of goods or services or goods and/or services of a similar nature for one or more academies of the Company.
- 10 Employing or offering to employ or engage the services of any member of staff for a position for which the Trustees has notified the Local Governing Body that the Company intends to employ or engage the services of a person or persons to provide services for one or more academies of the Company.
- 11 Any acquisition or disposal or other transaction concerning the use or occupation of land.
- 12 Prosecution, defence or settlement of litigation or being otherwise material to the interests of the Company including but not limited to its reputation or the reputation of the Sponsor
- 13 The approval of Budgets and any material changes to them.
- 14 Approval of the appointment of the Academy's professional advisers.
- 15 This schedule of matters reserved for Trustees' decisions.
- 16 Any decision to cease to operate all or a material part of the Academy's operations.

17 Final agreement on admissions policy(ies)

## Appendix 3

### Protocol for Trustees' Intervention in accordance with clause 5 of this Scheme of Delegation

#### 1 PURPOSE

- 1.1 This Scheme of Delegation reflects the principle that decisions are to be taken at a level as close to those affected as is reasonably possible in the best interests of all of the pupils served by the Trust.. However, clause 5.1.5 of this Scheme of Delegation identifies exemplary circumstances in which the Trustees might be required to intervene at an Academy in the interests of that Academy or the wider Trust. This Appendix 3 summarises the process of any such intervention, notwithstanding the principles summarised in paragraphs 2 and **Error! Reference source not found.**

#### 2 PRINCIPLES

The following principles direct the way in which the Trust will work with Academies to support continuous improvement:

- 2.1 Each Academy holds the responsibility for the achievements and attendance of its pupils;
- 2.2 Each Academy is itself at the heart of the improvement process and in control of its own improvement;
- 2.3 Effective governance is critical to the process of continuous improvement;
- 2.4 Recognition, acknowledgement and dissemination of good practice promote improvement;
- 2.5 Transparency, objectivity and flexibility are necessary qualities to promote improvement;
- 2.6 Well-informed, decisive and urgent action ensures that children's and young people's life chances are safeguarded;
- 2.7 Effective safeguarding procedures are paramount; and
- 2.8 Each Academy is presumed to have earned autonomy in accordance with paragraph 3 unless circumstances dictate otherwise.

#### 3 DELEGATED AUTHORITY

Unless the Secretary of State (in accordance with clause 7.1 of this Scheme of Delegation) or the Trustees (in accordance with clause 5.1.5 of this Scheme of Delegation) determine that there is a need for higher level intervention, each Local Governing Body is assumed to have delegated authority to manage its own Academy or Academies collaboratively but without intervention from the Trustees in respect of the formulation of local improvement strategy or day-to-day operation of the Academy or Academies.

#### 4 MANAGING INTERVENTION

- 4.1 When, in accordance with clause 5.1.5 of this Scheme of Delegation, the Trustees determine that an intervention is required, they will appoint an intervention group consisting of between

3 and 5 members selected on the basis of their experience, expertise and availability relevant to the needs that have led to the intervention ('Intervention Group'). Members of the Intervention Group may be Trustees, governors or Head Teachers from other Company Academies or other specialists from outside the Company. Unless there is specific reason not to do so, an Intervention Group will always include the chair of the relevant Co-ordinating Committee. The role of the Intervention Group is to:

arrange to meet as soon as possible with the relevant Local Governing Body and the Academy's senior management team;

in discussion with the relevant governors and staff of the Academy and with the relevant Co-ordinating Committee, determine a strategy to resolve as effectively as possible the issue which gave rise to the intervention;

in discussion with the Academy, the Co-ordinating Committee and the Trustees, to secure the resources required for the determined intervention strategy and, where appropriate, identify any external partner or organisation who might provide all or part of the intervention;

give a full report as soon as possible to the Trustees about the goal(s) and details of the intervention strategy, the process by which its success will be monitored, an analysis of any risks associated either with the original concern or with the intervention itself and the likely timescale to return the Academy to earned autonomy status;

on behalf of the Trustees, monitor the intervention in accordance with the strategy and make a recommendation to the Trustees when the intervention should be considered to have been completed and the Academy returned to earned autonomy; and

on occasion the Trustees may terminate an intervention under the terms of this Appendix 3 on the assurance that the Co-ordinating Committee, its chair or other appropriate person or body continues to perform some specific additional monitoring for an agreed period post termination.

- 4.2 For the period of any Trustees' intervention in accordance with this protocol, the Intervention Group must work closely with the Local Governing Body, unless Trustees have determined it is to be stood down, to ensure that it is aware of all the key actions that are taking place in the Academy and allow it, therefore, to continue to manage those aspects of the Academy not subject to the intervention.
- 4.3 For the period of the intervention, the Local Governing Body must follow any specific direction given to it by the Trustees or by the Intervention Group. This does not preclude the right of the Local Governing Body to make representations (directly or via the Co-ordinating Committee) to the Trustees if for any reason it has any concerns about any aspect of the determined intervention strategy.