

# MAST SCHEME OF DELEGATION



*September 2015*

**SCHEME OF DELEGATION<sup>1</sup>**

**made between**

**MAST**

**and**

**St Johns CE Infant School**

**EFFECTIVE DATE: 1 September 2015**

**Reviewed: 5 September 2016**

**Reviewed and amended: 13 September 2017**

**Reviewed: 12 September 2018**

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

- (1) [THE MULTI-ACADEMY TRUST COMPANY - **MAST**], a company limited by guarantee and registered in England and Wales under company number [09628754] (the "**Company**");  
and
- (2) THE LGB OF [St Johns CE Infant School] (the "**LGB**").

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme:

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

"**Academies Financial Handbook**" means the DfE's financial handbook for Academies;

"**Articles**" means the Articles of Association of the Company;

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

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

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

"**Effective Date**" means 01 September 2015

"**Incumbent**" means [*the principal officiating minister of the parish of St Margaret's, Rainham*]<sup>2</sup>;

"**LGB**" means the local governing body of the Academy constituted by clause 4.4 of this Scheme and pursuant to Articles 100 - 104;

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<sup>2</sup> Delete if this is not a Church of England academy, but if it is then the presence of an ex officio Incumbent on the school's LGB is a usual and an entirely appropriate characteristic of a church school. We recommend you have regard to a school's previous Instrument of Government in this regard.

"**Master Funding Agreement**" means the Master Funding Agreement entered into by the Company and the Secretary of State on 1 September 2015 [●];

"**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 September 2015 [●];

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

["**Trustees**" means as defined in the Articles].<sup>3</sup>

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

## 2. INTRODUCTION

- 2.1 As a charity and company limited by guarantee, the Company is governed by a board of Directors who are responsible for, and oversee, the management and administration of the Company and the academies run by the Company. [**St Johns CE Infant School**] (the "**Academy**") is one of the academies.
- 2.2 The Directors are accountable to external government agencies including the Charity Commission and the Department for Education (including any successor bodies) for the quality of the education provided by the Company and they are required to have systems in place through which they can assure themselves of quality, safety and good practice. [As the Academy is a Church of England academy, designated as such, the Directors are also accountable to the DBE

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<sup>3</sup> Delete if this is not a Church of England Academy or if it has no foundation trustees. Otherwise the trustees can be defined by reference or if preferred be more specifically defined for the particular academy concerned. The definition is used in clause 2.2.

under the provisions of the Diocesan Boards of Education Measure 1991, and to the Trustees to ensure that the Academy is conducted as a Church of England school.]<sup>4</sup>

2.3 In order to discharge these responsibilities, the Directors may appoint people with appropriate skills and knowledge to serve on the LGB which has been established to assist with the good governance of the Academy in accordance with clause 4.4 of this Scheme and Articles 100 - 104.

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

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

- (i) the Directors' strategic plans and policies for the Academy;
- (ii) any budget set for the Academy; and
- (iii) any directions given or rules and regulations set by the Company Directors.

2.6 References in this Scheme to numbered Articles shall be to the relevant provision of the Articles.

### 3. **ETHOS AND MISSION STATEMENT<sup>5</sup>**

3.1 The Academy's ethos is as follows:

Recognising its historic foundation, the Academy will preserve and develop its religious character in accordance with the principles of the Church of England

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<sup>4</sup> Delete if the Academy is not a Church of England academy.

<sup>5</sup> If an ethos and mission statement is desired by the directors in order to set a context within which the LGB is to operate, we would suggest replicating the wording used in a school's previous existing instrument of government to conform with "as is" requirements. We recommend that any changes to such statements in respect of Church of England academies should be made in consultation with the DBE which again reflects previous practice.

and in partnership with the Church at Parish and Diocesan level.

3.2 The Academy's mission statement is as follows:

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

#### 4. **DIRECTORS' POWERS AND RESPONSIBILITIES**

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

4.2 The Directors have a duty:

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

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

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

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

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

responsibility of Academy Governing Bodies is to drive forward attainment and progress in the school and offer appropriate challenge to the Headteacher.

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

## 5. CONSTITUTION OF THE LGB

### 5.1 Members of the LGB

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

5.1.2 The LGB shall have the following members:

5.1.2.1 Up to [6] members<sup>6</sup>, appointed under clause 5.2.1 and;

5.1.2.2 [1] staff members<sup>7</sup>, appointed under clause 5.2.3;

5.1.2.3 [2] parent members<sup>8</sup> elected or appointed under clause 5.2.6;

5.1.2.4 the Principal.

5.1.3 The LGB may also have co-opted members appointed under clause 5.3 providing those appointed by the Directors outnumber all other LGB members by a majority of 2..

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<sup>6</sup> This number can be changed but these Director-appointed members (i.e. all those other than parent members) must comprise the majority of the LGB.

<sup>7</sup> There is no DfE requirement for an academy to have staff members on its LGB but if there are, there must be no more than 2 (Master Funding Agreement clause 15).

<sup>8</sup> It is a DfE requirement that there be at least 2 elected parent members on any "Advisory Body" which includes an LGB (Master Funding Agreement clause 15).

5.1.4 All persons appointed or elected to the LGB shall give a written undertaking to the [Foundation]<sup>9</sup> Directors to uphold the object of the Company.

## 5.2 Appointment of members of the LGB

### *General members*

5.2.1 The Directors may appoint at least 6 persons to serve on the LGB. The LGB may find and interview persons to serve on the LGB and recommend them to the Directors for appointment. Directors will consider the recommendations of the LGB when making appointments.<sup>10</sup>

### *Staff members*

5.2.2 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.

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

### *Ex officio members*

<sup>9</sup> We suggest including the reference to Foundation Directors only if the Company is not a church majority controlled company; see footnote 7.

<sup>10</sup> In making such appointments we recommend that the Directors take into account the need for an appropriate range of skills and experience on the LGB and that due attention is given to succession planning.

**Commented [J1]:** Does The LGB want this responsibility instead?

**Commented [JC2]:** As there are no longer "Foundation Directors" this should be deleted



- 5.2.4 The Principal shall be treated for all purposes as being ex officio members of the LGB.

*Parent members*

- 5.2.5 Subject to clause 5.2.10, the parent members of the LGB shall be elected by parents of registered pupils at the Academy and he or she must be a parent of a pupil at the Academy at the time when he or she is elected. [Update as below]
- 5.2.6 The LGB 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 [or carer] is a parent of a registered pupil at the Academy. Any election of persons who are to be the parent members of the LGB which is contested shall be held by secret ballot.
- 5.2.7 The arrangements made for the election of the parent members of the LGB shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he prefers, by having his ballot paper returned to the Academy by a registered pupil at the Academy.
- 5.2.8 Where a vacancy for a parent member of the LGB is required to be filled by election, the LGB shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
- 5.2.9 The number of parent members of the LGB required shall be made up by persons appointed by the LGB if the number of parents standing for election is less than the number of vacancies.
- 5.2.10 In appointing a person to be a parent member of the LGB pursuant to clause 5.2.10, the LGB shall appoint a person who is the parent of a registered pupil [or carer] at the Academy; or where it is not reasonably

practical to do so, a person who is the parent of a child of compulsory school age.

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

5.3.1 The LGB may appoint persons to be “co-opted” to the LGB for a period of up to one year where the person has skills which are needed and would enhance the functioning of the LGB. A person who shall be “co-opted” to the LGB means a person who is to serve on the LGB without having been appointed or elected to serve on the LGB. The Directors may not co-opt a person who is employed at the Academy if thereby the number of persons employed at the Academy serving on the LGB would exceed one third of the total number of persons serving on the LGB (including the Principal).

**5.4 Term of office**

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

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

(ii) the Incumbent (if so appointed as a member by the Directors under clause 5.2.1) who shall be treated for all purposes as being an ex officio member of the LGB; or

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

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

**5.5 Resignation and removal**

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

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

5.5.3 If any person who serves on the LGB in his capacity as an employee at the Academy ceases to work at the Academy then he shall be deemed to have resigned and shall cease to serve on the LGB automatically on termination of his work at the Academy.

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

**5.6 Disqualification of members of the LGB**

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

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

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

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

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

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

5.6.5 A person shall be disqualified from serving on the LGB at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or

to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

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

upon becoming so disqualified give written notice of that fact to the Directors.

5.6.11 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 a member of the LGB.

## 6. DELEGATED POWERS

### 6.1 General Provisions

6.1.1 Subject to the provisions of:

- (a) the Companies Act 2006;
- (b) the Articles;
- (c) the strategic plan and policies of the Directors of the Company;
- (d) any Budget set by the Directors for the Academy<sup>11</sup>; and
- (e) any directions given and rules and regulations set by the Directors of the Company,

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

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

6.1.3 Except as provided for in this Scheme, the powers given by this Scheme shall not be limited by any special power given to the Directors by the Articles or to the LGB by this Scheme and a meeting of the LGB

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<sup>11</sup> In footnote 1 there is a reference to certain choices made by the draftsman. One of those choices is that it is assumed that the board of directors will keep reasonably tight control on the finances of each of the academies run by the MAT. A budget is set for each of the academies and it is assumed that any LGB will only have discretion over the spending of a part of that budget pursuant to clause 6.3.2 below. Precisely where the line is drawn and the terms and conditions upon which an LGB will have power and responsibility here is left to the board of directors in drawing up a budget and its policies, rules, regulations and directives.

at which a quorum is present may exercise all the powers so delegated.

- 6.1.4 [The Appendices to this Scheme set out the general principles and levels of delegation of responsibilities from the Directors to the LGB and from there to individuals. The Appendices will be reviewed by the Directors on an annual basis. Directors reserve the right to remove or alter any delegation at any time, whilst having due regard to, but not being bound by, the views of the LGB.]<sup>12</sup>
- 6.1.5 Except as provided for in this Scheme and its Appendices, in addition to all powers hereby expressly conferred upon the LGB and without detracting from the generality of the powers delegated, the LGB shall have the following powers, namely:
- 6.1.5.1 to expend certain funds of the Company as permitted by clause 6.3.2 in such manner as the LGB shall consider most beneficial for the achievement of the Object in so far as it relates to the Academy; and
- 6.1.5.2 to enter into such contracts on behalf of the Company in so far as they relate to the Academy and are permitted by the Directors.
- 6.1.6 In the exercise of its powers and functions, the LGB shall consider any advice given by the Principal and any other executive officer as well as the Directors.
- 6.1.7 Any bank account in which any money of the Company in so far as it relates to the Academy is deposited shall be operated by the LGB in the name of the Company. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the LGB.

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<sup>12</sup> Remove square brackets if the attached model Appendices are to be included or if a different version setting out delegation of responsibilities is to be inserted. Alternatively one can have (a) separate document(s) entitled "Supplemental Document(s) to the Scheme of Delegation for [*name of Academy*]" which can set out strategic plans and policies, rules and regulations, directions etc for the academy or group of academies and which the Directors can change from time to time without in each case then needing to attach this as an appendix to the scheme of delegation.

**6.2 Ethos and Values**

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

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

**6.3 Powers**

*Contracts*

6.3.1 The LGB shall ensure that proper procedures are put in place for the safeguarding of funds responsibility for which is delegated to them and that the requirements of the Academies Financial Handbook as per clauses 67 and 67A of the Master Funding Agreement are observed at all times as well as any requirements and recommendations of the Directors and the Secretary of State.

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

**6.4 Premises**

6.4.1 Subject to and without prejudice to clauses 6.3.4 and 6.4.5, the use of monies apportioned in the Budget for the routine maintenance of the buildings and facilities used in respect of the Academy will be the responsibility of the LGB, who shall have regard at all times to the safety of the users of the buildings and the facilities and the legal

responsibilities of the Directors (and/or any others) as owners of such buildings and facilities.<sup>13</sup>

- 6.4.2 The Directors may have regard to, but not be bound by, the views of the LGB in developing any mid to long term estate management strategy that will identify the suitability of building and facilities in light of long term curriculum needs and the need for and availability of capital investment to meet their responsibility to ensure the buildings and facilities are maintained to a good standard.
- 6.4.3 The responsibility for any disposals or acquisitions of land owned by the Company will be that of the Directors.
- 6.4.4 Insuring the land and buildings used by the Academy will be the responsibility of the Directors who may recover the cost from the budget delegated to the LGB.

## 6.5 Human Resources

### 6.5.1 Principal

The Directors shall appoint the Principal in accordance with the Articles. The Principal will be line managed by the CEO. The Directors and the LGB may delegate such powers and functions as they consider are required by the Principal and Deputy Principal for the internal organisation, management and control of the Academy (including the implementation of all policies set by the Directors for the direction of the teaching and curriculum at the Academy).<sup>14</sup>

### 6.5.2 Other Staff

- 6.5.2.1 The Directors shall be responsible for the appointment and contractual management and compliance of all other staff (to

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<sup>13</sup> The model assumes that responsibility for routine maintenance of the premises occupied by the Academy will be delegated to the LGB, but that otherwise the directors will retain direct control. Clauses 6.4.3 and 6.4.4 state the position on certain points for the avoidance of doubt.

<sup>14</sup> Again the model assumes that the directors will retain responsibility for the appointment of the Principal. The directors may well wish to retain responsibility and have direct involvement in the appointment of all other staff and certainly the school's leadership team, but the drafting provides for more flexibility here subject to policy rules, directives etc.



include teaching and non-teaching staff) to be employed by the Academy, but may delegate all or any of these powers to the LGB as it may see fit.

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

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

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

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

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

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

## 6.6 Curriculum and Standards

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

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

6.6.3 Subject to the provisions of any statutory admissions code, the LGB shall be responsible for the review from time to time of the Academy's

admissions policy. The Directors shall be ultimately responsible for the setting and approval of the admissions policy and no change will be made to the admissions criteria without the written consent of the Directors.

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

**6.7 Extended School and Business Activities**

Whilst the undertaking of any activities which would be described as part of the Academy's "extended schools agenda" or any activities designed to generate business income, shall be the responsibility of the LGB<sup>15</sup>, this shall only be undertaken in a manner consistent with any policy set by the Directors provided that:

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

**6.8 Regulatory Matters**

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

**7. OPERATIONAL MATTERS**

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

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<sup>15</sup> A policy choice is made by the model but subject to any adjustment the directors may wish to make here.

- 7.2 The LGB will adopt and will comply with all policies of the Directors communicated to the LGB from time to time.
- 7.3 Both the Directors and all members of the LGB have a duty to act with integrity, objectivity and honesty in the best interests of the Company and the Academy and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.
- 7.4 The LGB will review its policies and practices on a regular basis, having regard to recommendations made by the Directors from time to time, in order to ensure that the governance of the Academy is best able to adapt to the changing political and legal environment.
- 7.5 The LGB shall provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Directors may require from time to time.
- 7.6 The LGB shall submit to any inspections by the Directors, and any inspections pursuant to section 48 of the Education Act 2005 (Statutory Inspections of Anglican & Methodist Schools).
- 7.7 The LGB shall work closely with and shall promptly implement any advice or recommendations made by the Directors in the event that intervention is either threatened or is carried out by the Secretary of State and the Directors expressly reserve the unfettered right to review or remove any power or responsibility conferred on the LGB under this Scheme in such circumstances.
- 7.8 The Directors together with the LGB, shall be responsible for upholding the Christian ethos, character, teachings, collective worship and policies of the MAT. <sup>[16]</sup>

**8. ANNUAL REVIEW AND TERMINATION**

- 8.1 This Scheme shall operate from the Effective Date in respect of the named Academy.
- 8.2 This Scheme may be terminated by the Directors at any time by giving notice in

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<sup>16</sup> Please consider/ discuss whether you wish any further provisions to be included here.

writing to the LGB.

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

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

8.5 Local Governing Bodies and Principals of academies in the trust should be as autonomous as possible and have as much freedom as possible.

Local Governing Bodies and Principals will have delegation of responsibility and decision making according to the scheme of delegation and day-to-day operation of their academies unless there is a cause for concern.

The Board will put in place effective arrangements for monitoring and evaluating the performance of Local Governing Bodies and academies.

The Board will take action, including the full or partial withdrawal of delegated authorities to individuals, groups and Local Governing Bodies should the individual, group, or Local Governing Body, fail to carry out their duties and responsibilities effectively.



**APPENDIX ONE**

**FUNCTIONING OF THE LGB**

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

- 1.1 The chairman of each LGB shall be appointed by the LGB with reference to the Directors
- 1.2 The secretary or clerk of each LGB shall be appointed by the Directors
- 1.3 The members of the LGB may, for each school year, at their first meeting in that year, elect a vice-chairman from among their number to serve until a successor is elected or a vacancy occurs as envisaged in paragraph 1.5. Neither a person who is employed by the Company (whether or not at the Academy) nor a person who is at the time of election already a Director of the Company (except where such person is a Director by virtue of being the incumbent chairman) shall be eligible for election as vice-chairman.
- 1.4 Subject to paragraph 1.5, the chairman or vice-chairman shall hold office as such until his successor has been appointed or elected (respectively) in accordance with this clause 1.
- 1.5 The chairman or vice-chairman may at any time resign his office by giving notice in writing to the Directors. The chairman or vice-chairman shall cease to hold office if:
  - 1.5.1 he ceases to serve on the LGB;
  - 1.5.2 he is employed by the Company whether or not at the Academy;
  - 1.5.3 he is removed from office in accordance with this Scheme; or
  - 1.5.4 in the case of the vice-chairman, he is appointed in accordance with this Scheme to fill a vacancy in the office of chairman.
- 1.6 Where by reason of any of the matters referred to in paragraph 1.5, a vacancy arises in the office of chairman, the LGB shall appoint a new chairman having due regard to the views of the Directors.
- 1.7 Where by reason of any of the matters referred to in paragraph 1.5 a vacancy

arises in the office of vice-chairman, the members of the LGB shall at its next meeting elect one of their number to fill that vacancy.

- 1.8 Where the chairman is absent from any meeting or there is at the time a vacancy in the office of the chairman, the vice-chairman shall act as the chair for the purposes of the meeting.
- 1.9 Where in the circumstances referred to in paragraph 1.8 the vice-chairman is also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the members of the LGB shall elect one of their number to act as a chairman for the purposes of that meeting, provided that the person elected shall neither be a person who is employed by the Company whether or not at the Academy nor a Director.
- 1.10 Any election of the vice-chairman which is contested shall be held by secret ballot.
- 1.11 The chairman may be removed from office by the Directors at any time,
- 1.12 The vice-chairman may be removed by the LGB in accordance with this Scheme.
- 1.13 A resolution to remove the vice-chairman from office which is passed at a meeting of the LGB shall not have effect unless:
  - 1.13.1 it is confirmed by a resolution passed at a second meeting of the LGB held not less than fourteen days after the first meeting; and
  - 1.13.2 the matter of the vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.
- 1.14 Before a resolution is passed by the LGB at the relevant meeting as to whether to confirm the previous resolution to remove the vice-chairman from office, the person or persons proposing his removal shall at that meeting state their reasons for doing so and the vice-chairman shall be given an opportunity to make a statement in response.

## 2. **CONFLICTS OF INTEREST**

- 2.1 Any member of the LGB who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest (as

that phrase is defined in paragraph 2.2 below)) which conflicts or may conflict with his duties as a member of the LGB shall disclose that fact to the LGB as soon as he becomes aware of it. A person must absent himself from any discussions of the LGB in which it is possible that a conflict will arise between his duty to act solely in the interests of the Academy and any duty or personal interest (including but not limited to any Personal Financial Interest).

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

### 3. **THE MINUTES**

- 3.1 The minutes of the proceedings of a meeting of the LGB shall be drawn up and entered into a book kept for the purpose by the person authorised to keep the minutes of the LGB, and shall be signed (subject to the approval of the members of the LGB) at the same or next subsequent meeting by the person acting as chairman thereof. The minutes shall include a record of:
- 3.1.1 all appointments of members and/or officers made by the LGB and/or the Directors; and
  - 3.1.2 all proceedings at meetings of the LGB and of committees of the LGB including the names of all persons present at each such meeting.
- 3.2 The chairman shall ensure that copies of minutes of all meeting of the LGB (and such of the subcommittees as the Directors shall from time to time notify) shall be provided to the Directors as soon as reasonably practicable after those minutes are approved.

### 4. **COMMITTEES**

- 4.1 The main responsibility of Academy Governing Bodies is to drive forward attainment and progress in the school and offer appropriate challenge to the Headteacher. The LGB may establish subcommittees as it sees fit to meet this responsibility, save as set out in paragraph 5 below, such subcommittees will not have any delegated powers or responsibilities. Subcommittees may include



individuals who are not members of the LGB, provided that such individuals are in a minority.

**5. DELEGATION**

- 5.1 Provided such power or function has been delegated to the LGB, the LGB may further delegate to any person serving on the LGB, subcommittee, the Principal or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions either the Directors or the LGB may impose and may be revoked or altered.
- 5.2 Where any power or function of the Directors or the LGB is exercised by any subcommittee, any Director or member of the LGB, the Principal or any other holder of an executive office, that person or subcommittee shall report to the LGB in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the LGB immediately following the taking of the action or the making of the decision.

**6. MEETINGS OF THE LGB**

- 6.1 Subject to the provisions contained in this Scheme, the LGB may regulate its proceedings as the members of the LGB think fit.
- 6.2 The LGB shall meet at least three times in every school year. Meetings of the LGB shall be convened by the secretary to the LGB. In exercising his functions under this Scheme the secretary shall comply with any direction:
  - 6.2.1 given by the Directors or the LGB; or
  - 6.2.2 given by the chairman of the LGB or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the LGB, so far as such direction is not inconsistent with any direction given as mentioned in 6.2.1 above.
- 6.3 Any three members of the LGB may, by notice in writing given to the secretary, requisition a meeting of the LGB; and it shall be the duty of the secretary to convene such a meeting as soon as is reasonably practicable.
- 6.4 Each member of the LGB shall be given at least seven clear days before the

date of a meeting:

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

6.4.2 a copy of the agenda for the meeting,

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

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

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

6.7 A meeting of the LGB shall be terminated forthwith if:

6.7.1 the members of the LGB so resolve; or

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

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

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

shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the secretary to convene a meeting accordingly.

- 6.10 Subject to paragraph 6.12, the quorum for a meeting of the LGB, and any vote on any matter thereat, shall be any three of the members of the LGB, or, where greater, any one third (rounded up to a whole number) of the total number of members of the LGB at the date of the meeting. If the Directors have appointed any additional members of the LGB pursuant to clause 4.1.2.5 of this Scheme then the quorum must include all such persons.
- 6.11 The LGB may act notwithstanding any vacancies on its body, but, if the numbers of persons serving is less than the number fixed as the quorum, the continuing persons may act only for the purpose of filling vacancies or of calling a general meeting.
- 6.12 The quorum for the purposes of:
- 6.12.1 any vote on the appointment of a parent member in accordance with clause 4.2.9 of the Scheme;
  - 6.12.2 any vote on the removal of a person in accordance with this Scheme;
  - 6.12.3 any vote on the removal of the chairman of the LGB;
- shall be any two-thirds (rounded up to a whole number) of the persons who are at the time persons entitled to vote on those respective matters.
- 6.13 Subject to this Scheme, every question to be decided at a meeting of the LGB shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the LGB shall have one vote.
- 6.14 Subject to paragraphs 6.10 – 6.12, where there is an equal division of votes, the chairman of the meeting shall have a casting vote in addition to any other vote he may have.
- 6.15 The proceedings of the LGB shall not be invalidated by
- 6.15.1 any vacancy on the body; or
  - 6.15.2 any defect in the election, appointment or nomination of any person

serving on the LGB.

- 6.16 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the LGB or of a subcommittee of the LGB, shall be valid and effective as if it had been passed at a meeting of the LGB or (as the case may be) a subcommittee of the LGB duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the LGB and may include an electronic communication by or on behalf of the LGB indicating his or her agreement to the form of resolution providing that the member has previously notified the LGB in writing of the email address or addresses which the member will use.
- 6.17 Subject to paragraph 6.18, the LGB shall ensure that a copy of:
- 6.17.1 the agenda for every meeting of the LGB;
  - 6.17.2 the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
  - 6.17.3 the signed minutes of every such meeting; and
  - 6.17.4 any report, document or other paper considered at any such meeting,
- are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them and are sent to the Directors for their consideration.
- 6.18 There may be excluded from any item required to be made available in pursuance of paragraph 6.17, any material relating to:
- 6.18.1 a named teacher or other person employed, or proposed to be employed, at the Academy;
  - 6.18.2 a named pupil at, or candidate for admission to, the Academy; and
  - 6.18.3 any matter which, by reason of its nature, the LGB is satisfied should remain confidential.
- 6.19 Any member of the LGB shall be able to participate in, and be counted as present at for the purposes of the quorum, meetings of the LGB by telephone or video conference provided that:

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

6.19.2 the LGB has access to the appropriate equipment,

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

## 7. NOTICES

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

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

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

7.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators

shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

8. **INDEMNITY**

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

**APPENDIX TWO**

## Medway Anglican School Trust COMPANY DELEGATION CHECK LIST

**KEY**

Level 1: The Company

Level 2: LGB

Level 3: An individual member

Level 4: Principal

Blue box function cannot be carried out at this level

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

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
Central Services	1.	To determine the scope of mandatory core services to be delivered by the Company on behalf of its Academies	yes				



Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	2.	To identify those additional services to be procured on behalf of individual academies		yes			
	3.	To ensure centrally procured services provide value for money	yes				
<b>Budgets</b>	4.	To determine to proportion of the overall Academy budget to be delegated to individual Academies	yes				
	5.	To develop and propose the individual Academy budget			Yes CFO	yes	
	6.	To approve the first formal budget plan each financial year			CEO		CEO to review and take to Board
	7.	To monitor monthly expenditure			CFO	yes	CFO to advise and report to Board and CEO

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	8.	To approve any between budget headings and/or likely budget overspends			CEO		Limits for this as given in MAST Financial Handbook. CEO to consider information and requests, and advice from CFO
	9.	To establish financial decision levels and limits	yes				These will be recorded in the MAST Financial Handbook
	10.	To establish a charging and remissions policy	yes				Central policy for MAST
	11.	To appoint the Responsible Officer	yes				
	12.	Miscellaneous financial expenditure outside of the agreed budget				yes	Within the limits set by Board
	13.	To enter into contracts (Directors may wish to agree financial limits) up to the limits of delegation and within an agreed budget				yes	Limits for this as given in MAST Financial Handbook

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	14.	To make payments within agreed financial limits				yes	Limits for this as given in MAST Financial Handbook
<b>Staffing</b>	15.	Principal appointments (selection panel)	yes				Principal appointments panel will be formed from LGB, CEO MAST, RDBE representative, others as invited
	16.	Deputy appointments (selection panel)		yes			Deputy appointments panel will be formed from LGB, CEO MAST, others as invited
	17.	Appoint other teachers				yes	LGB representative on teacher appointments panel
	18.	Appoint non teaching staff				yes	
	19.	Agree a pay policy	Yes				Central pay policy
	20.	Pay discretions	Yes				For HTPM this will be at the discretion of directors. The Board has a Pay Committee which meets annually to review pay recommendations and has representation from each LGB

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	21.	Establishing disciplinary/capability procedures	yes				Central policy applied by schools
	22.	Dismissal of Headteacher/Deputy	yes				
	23.	Dismissal of other staff		yes			
	24.	Suspending Principal	yes	yes			May be initiated by LGB and confirmed by Board, or by the Board alone
	25.	Suspending other Staff				yes	
	26.	Ending suspension (Principal)	yes				May be recommended by LGB and decision by Board
	27.	Ending Suspension (other Staff)		yes			And reported to the Board

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	28.	Determining Staff complement within agreed budget		yes			
	29.	Determining dismissal payments/early retirement			yes		CFO to provide figures for approval within limits by Principal/LGB / Board
<b>Curriculum</b>	30.	To develop a curriculum policy	yes	yes			Central curriculum policy will give key principles, but individual school variations may be developed
	31.	To implement curriculum policy				yes	
	32.	Responsible for standards of teaching				yes	The main responsibility of the LGB is to drive forward attainment and progress in the school and offer appropriate challenge to the Headteacher. LGBs will undertake activities to ensure that accurate oversight and challenge is maintained.
	33.	Accountability for standards of teaching	Yes				
	34.	Responsibility for individual child's education				yes	

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	35.	Accountability for individual child's education.	yes	yes			
	36.	Provision of sex education – to establish and keep up to date a written policy		yes			
	37.	To prohibit political indoctrination and ensuring the balanced treatment of political issues	yes	yes			
	38.	To establish a charging and remissions policy for activities	yes				
<b>Performance Management</b>	39.	To develop a performance management policy	yes				Central performance management and appraisal policy
	40.	To implement the performance management policy	yes			yes	HTs will implement the performance management and appraisal process according to the policy and make recommendations to the Board pay committee

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	41.	To review annually the performance management policy	yes				
<b>Target Setting</b>	42.	To propose targets for pupil achievement				yes	HTs will propose targets for pupil achievement. These will be evaluated and challenged if necessary by the CEO and LGB/Board
	43.	To agree targets for pupil achievement	yes	yes			LGB to agree and send to Board for final approval
	44.	Responsibility for pupil outcomes				yes	
	45.	Accountability for pupil outcomes	yes	yes			
	46.	To establish a discipline policy	yes				Central policy
	47.	To review the use of exclusion and to decide whether or not to confirm all permanent exclusions and fixed term exclusions where the pupil is either excluded for more than 15 days in total in a term or would lose the opportunity to sit		yes			In accordance with the agreed policy.

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
		a public examination. (Can be delegated to chair/vice-chair in cases of urgency)					
	48.	To direct reinstatement of excluded pupils (Can be delegated to chair/vice-chair in cases of urgency)		yes			
<b>Admissions</b>	49.	To consult before setting an admissions policy	yes				
	50.	Admissions: application decisions				yes	
	51.	To appeal against LA directions to admit pupil(s)	Yes	Yes		yes	
<b>Religious Education</b>	52.	Responsibility for ensuring provision of RE in line with school's basic curriculum	Yes				



Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
Collection Worship	53.	In all trust schools to ensure that all pupils take part in a daily act of collective worship				yes	
Premises & Insurance	54.	Buildings insurance and personal liability	yes				
	55.	Developing school buildings strategy or master plan	yes				
	56.	Procuring and maintaining buildings, including developing properly funded maintenance plan	Yes				
	57.	To institute a health and safety policy	Yes				
	58.	To ensure that health and safety regulations are followed		yes			

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	59.	To publish proposals to change category of school	yes				
	60.	To set the times of school sessions and the dates of school terms and holidays	yes	yes			
	61.	To ensure that the school meets for 380 sessions in a school year	yes	yes			
	62.	To prepare and publish the school prospectus		yes			
	63.	To ensure provision of free school meals to those pupils meeting the criteria		yes			
	64.	Adoption and review of home-school agreements		yes			

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	65.	To draw up governing documents and any amendments thereafter	yes				
	66.	To appoint (and remove) the chair of the LGB	yes	yes			
	67.	To appoint and dismiss the clerk to the LGB	yes				
	68.	To hold a full LGB meeting at least three times in a school year or a meeting of the temporary governing body as often may require		yes			
	69.	To appoint and remove members of the LGB		yes			See articles
	70.	To set up a Register of members' Business Interests	yes	yes			

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	71.	To approve and set up a members' Expenses Scheme	yes				
	72.	To discharge duties in respect of pupils with special needs by appointing a "responsible person"		yes			
	73.	To consider whether or not to exercise delegation of functions to individuals	yes	yes			
	74.	To regulate the LGB procedures (where not set out in law)		yes			
	75.	To determine the development needs of governors and put in place an appropriate program	yes	yes			
	76.	To consider requests from other schools to join the Company	yes				

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
	77.	To decide to offer additional activities and to what form these should take				yes	
	78.	To put into place the additional services provided				yes	
	79.	To ensure delivery of services provided		yes			
	80.	To cease providing extended school provision		yes			
	81.	To institute a safeguarding policy	yes	yes			Central safeguarding policy
	82.	To ensure that the safeguarding policy and is implemented	Yes	yes		yes	
	83.	To determine, on an annual basis, those policies which will be developed by the	yes				

Function	No	Tasks	Decision Level				Additional information/criteria
			1	2	3	4	
		Trust and mandatory for all Trust Academies					
	84.	To provide to the Company, on an annual basis, copies of all policies and procedures and a schedule for their review	yes	yes			

