

BONITAS MULTI-SCHOOL TRUST

SCHEME OF DELEGATION FOR JENNETT’S PARK CE PRIMARY SCHOOL

1. INTRODUCTION

- 1.1 As a charity and Trust limited by guarantee, the Bonitas Multi-Academy Trust (the “Trust”) is governed by a Board of Trustees (the “Trustees”) who are responsible for, and oversee, the management and administration of the Trust and the academies run by the Trust.
- 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. As the school is a Church of England school, designated as such, the Trustees are also accountable to the Oxford Diocesan Board of Education (the “DBE”) under the provisions of the Diocesan Boards of Education Measure 1991 and to the trustees of the school site to ensure that the school is conducted as a Church of England school.
- 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 school.
- 1.4 This Scheme of Delegation explains the ways in which the Trustees fulfil their responsibilities for the leadership and management of the school, the respective roles and responsibilities of the Trustees and the members of the Local Governing Body (“the LGB members”) and the commitments to each other to ensure the success of the school.
- 1.5 This Scheme of Delegation has been put in place by the Trustees from the 1st September 2017 in accordance with the provisions of the Trust’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. References in this Scheme to numbered paragraphs are to the relevant paragraphs of this Scheme or its Appendix.

2. ETHOS AND AIMS

- 2.1 The aim of the Members and Trustees of the Bonitas Multi-Academy Trust is to establish the Trust as a place in which there is uncompromising commitment to high expectations, an unwavering focus upon improvement and the opportunity for all students and staff to excel.

- 2.2 The vision is to establish the Trust as a teaching and learning community in which high quality teaching is standard and where, within an inclusive and caring ethos built upon Christian belief and practice, children are able to flourish in all aspects of their learning.

3. TRUSTEES' POWERS AND RESPONSIBILITIES

- 3.1 The Members have overall responsibility and are the ultimate decision-making authority for all the work of the Trust, including the establishing and oversight of the Board of Trustees.

- 3.2 The Board of Trustees is responsible for the core governance functions within the Trust. This is largely exercised through strategic planning and the setting of policy. It is managed through business planning, monitoring of budgets, performance management, the setting of standards and the implementation of quality management processes and, in respect of the school, is done so together with the Local Governing Body in accordance with the terms and parameters set out in this Scheme. The Trustees have the power to direct change and set policy where required (again in accordance with the terms and parameters set out in this Scheme and, subject to their powers under the Articles).

- 3.2.1 The Trustees have agreed that, in respect of the school only, the Local Governing Body shall have the ability to identify areas needing school improvement and to formulate its own plans and strategies to deal with such issues provided always that such plans and strategies are compatible with the Trust's overall strategies and policies and have been approved in writing by the Trustees before implementation.

- 3.3 The Trustees have a duty to act in the fulfilment of the Trust's Objects.

- 3.4 The Trustees will have regard to the interests of the other academies for which the Trust is responsible in deciding and implementing any policy or exercising any authority in respect of the school.

- 3.5 Articles 101 and 101A provide for the appointment by the Trustees of committees to whom the Trustees may delegate certain of the functions of the Trustees. In further recognition of the Trustees' power to delegate under Articles 102 to 105 and 106, responsibility for the running of the school from the 1 September 2017 will be delegated to the Local Governing Body.

- 3.6 The constitution, membership and proceedings of the Local Governing Body are determined by the Trustees, and this Scheme of Delegation expresses such matters as well as setting out the authority delegated to the Local Governing Body in order to enable the Local Governing Body to run the school and fulfil the school's mission.

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 but, unless otherwise determined by the Trustees, shall not be subject to any maximum.
- 4.1.2 The Local Governing Body shall have the following members (“the LGB members”):
 - 4.1.2.1 Up to 5 LGB members appointed under para 4.2.1 (the “Foundation LGB members”)
 - 4.1.2.2 1 Staff LGB member, appointed under para 4.2.2;
 - 4.1.2.3 2 Parent LGB members elected or appointed under para 4.2.5; and
 - 4.1.2.4 The Headteacher of the school.
- 4.1.3 The Local Governing Body may also have co-opted LGB 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 attend any meetings of the Local Governing Body. Any Trustee attending a meeting of the Local Governing Body shall count towards the quorum for the purposes of the meeting and shall be entitled to vote on any resolution being considered by the Local Governing Body provided that the number of Trustees present and voting does not form a majority of the total number of attendees present and voting.
- 4.1.5 All persons appointed or elected to the Local Governing Body shall give a written undertaking to the Trustees to uphold the Objects of the Trust.

4.2 **Appointment of LGB members**

- 4.2.1 The Foundation LGB members shall be appointed by the Trustees provided always that in ratifying such nominations and appointing the nominated individuals the Trustees shall have regard to the need to ensure 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 may appoint a person employed at the school to serve as a Staff LGB member (“the Staff LGB member”) on the Local Governing Body through such process as the Trustees may determine, provided that the total number of such persons (including the Headteacher) does not exceed one third of the total number of persons

on the Local Governing Body. The positions held by those employed at the school (e.g. teaching and non-teaching) may be taken into account when considering appointments.

- 4.2.3 In appointing a person to serve on the Local Governing Body who is employed at the school, the Trustees 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 school (excluding the Headteacher) and, where there are any contested posts, the Trustees will make an appointment drawing on the pool of candidates. All arrangements for the issuing of the invitation for nominations and resolution of questions as to whether any person is an eligible shall be determined by the Trustees.
- 4.2.4 The Headteacher shall be treated for all purposes as being an *ex officio* LGB member.
- 4.2.5 Subject to para 4.2.9, the Parent LGB members shall be elected by parents of registered pupils at the school and he or she must be a parent of a pupil at the school at the time when he or she is elected.
- 4.2.6 The Trustees shall make all necessary arrangements for, and determine all other matters relating to, an election of the Parent LGB members, including any question of whether a person is a parent of a registered pupil at the school.
- 4.2.7 Where a vacancy for a Parent LGB member is required to be filled by election, the Trustees 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 school is informed of the vacancy and that it is required to be filled by election, informed that he or she is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
- 4.2.8 The Parent LGB members shall be appointed by the Trustees if the number of parents standing for election is less than the number of vacancies.
- 4.2.9 In appointing a person to be a Parent LGB member pursuant to para 4.2.8, the Trustees shall appoint a person who is the parent of a registered pupil at the school; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.
- 4.3 **Co-opted members of the Local Governing Body**
- 4.3.1 The Local Governing Body with the written consent of the Trustees may appoint up to 2 persons to be co-opted to the Local Governing Body (“co-opted LGB members”). The Local Governing Body may not co-opt a person who is employed at the school if thereby the number of persons employed at the school serving on the Local Governing Body would exceed one third of the total number of persons serving on the Local Governing Body (including the Headteacher).

4.3.2 In appointing co-opted LGB members, the Local Governing Body and the Trustees shall have regard to the need to ensure that the LGB members between them have an appropriate range of skills and experience and due attention is given to succession planning.

4.4 **Term of office of LGB members**

4.4.1 The term of office for any LGB member shall be 4 years, save that this time limit shall not apply to the Headteacher (who shall serve *ex officio*) and to Co-opted LGB members (who shall serve for 2 years) and save that in order to secure continuity and effective management of the LGB, on first appointment following formation of the LGB, the Trustees shall appoint one third of the LGB members to serve for only two years and a further one third to serve for only three years (but if re-appointed they shall each be entitled to serve for a normal four-year term thereafter). Subject to remaining eligible to be a particular type of member on the Local Governing Body, any person may be reappointed or re-elected (including being co-opted again) to the Local Governing Body.

4.5 **Resignation and removal of LGB members**

4.5.1 A LGB member shall cease to hold office if he or she resigns his or her 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) or is disqualified under para 4.6.

4.5.2 A LGB member shall cease to hold office if he or she is removed by the person or persons who appointed him or her. Whilst acknowledging that no reasons need to be given for the removal of a LGB member by a person or persons who appointed him or her, any failure to uphold the values of the Trust and/or the school or to act in a way which is appropriate in light of this Scheme of Delegation will be taken into account. The Trustees acknowledge that the removal of all LGB members would only normally occur in the following circumstances:

4.5.2.1 Where, in the reasonable opinion of the Trustees, a significant budget deficit has arisen and the Local Governing Body has failed to remedy or taken appropriate steps to remedy to the Trustees' satisfaction within one school term;

4.5.2.2 Where the school is given a grade 4 Ofsted report and the LGB is unable to demonstrate capacity for rapid improvement of the school;

4.5.2.3 Where either (i) a review of the school's governance has been carried out by the Trust or any external agency and has highlighted, in the reasonable opinion of the Trustees, areas requiring improvement and the Local Governing Body has failed to address or resolve such significant weaknesses within one school term; or (ii) the Local Governing Body has refused to participate in such review of the school's governance within one school term.

4.5.2.4 Where, in the reasonable opinion of the Trustees, the Local Governing Body has acted in a way which is in conflict with the objects and principles of the Trust as set out in Article 4 and paras 2.1 and 2.2 in these delegations.

4.5.3 If the Staff LGB member ceases to work at the school, then he or she shall be deemed to have resigned and shall cease to serve on the Local Governing Body automatically on termination of his or her work at the school.

4.5.4 Where a LGB member resigns his or her office or is removed from office, that person or, where he or she is removed from office, those removing him or her, shall (as necessary) 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 as a LGB member unless he or she is aged 18 or over at the date of his or her election or appointment. No current pupil of the school shall be entitled to serve as a LGB member.

4.6.2 A LGB member shall cease to hold office if he or she becomes incapable by reason of mental disorder, illness or injury of managing or administering his or her own affairs.

4.6.3 A LGB member shall cease to hold office if he or she 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 one year and the Local Governing Body resolves that his or 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 or her estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or

4.6.4.2 He or she 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 he is subject to a disqualification order or a disqualification undertaking under the Trust 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 LGB member shall cease to hold office if he or she 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 those provisions).

4.6.7 A person shall be disqualified from serving on the Local Governing Body if he or she 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 or she was responsible or to which he or she was privy, or which he or she by his or her conduct contributed to or facilitated.

- 4.6.8 A person shall be disqualified from serving on the Local Governing Body at any time when he or she is:
- 4.6.8.1 included in the list kept by the Clerk 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 he or she 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 he or she 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.
- 4.6.11 After the school has opened, a person shall be disqualified from serving on the Local Governing Body if he or she has not provided to the chair of the Local Governing Body a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the Chair of the Bonitas Multi-school trust or the CEO after consultation with the Chair of Governors of the Local Governing Body 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 Clerk of State to determine the matter. The determination of the Clerk of State shall be final.
- 4.6.12 Where, by virtue of these provisions, a person becomes disqualified from serving on the Local Governing Body, or was proposed to so serve, he or she shall upon becoming so disqualified give written notice of that fact to the Local Governing Body who shall inform the Trustees, the Members and the DBE.

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

5. DELEGATED POWERS

5.1 General Provisions

5.1.1 Subject to provisions of

- (a) the Companies Act 2006;
- (b) the Articles;
- (c) the strategic plan and policies of the Trustees of the Trust;
- (d) any budget set by the Trustees for the school;
- (e) and any directions given and rules and regulations set by the Trustees of the Trust,

the management of the business of the school shall otherwise be delegated by the Trustees to the Local Governing Body who may exercise all the powers of the Trust in so far as they relate to the school, in accordance with the terms of this Scheme of Delegation and the procedures in the Bonitas Multi-Academy Trust Financial Handbook. No alteration of the Articles and no such direction shall invalidate any prior act of the Local Governing Body which would have been valid if that alteration had not been made or that direction had not been given. Except as provided for in this Scheme of Delegation, the powers given by this Scheme of Delegation shall not be limited by any special power given to the 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.

- 5.1.2 In general terms, the responsibility of the Trustees in so far as the business of the school is concerned is to determine the policy and procedures of the school and to consider and respond to strategic issues. The Trustees are free to decide what constitutes a strategic issue, having regard to all the circumstances.

- 5.1.3 Except as provided for in this Scheme of Delegation, in addition to all powers hereby expressly conferred upon the Local Governing Body and without detracting from the generality of the powers delegated, the Local Governing Body shall have the following powers, namely:

5.1.3.1 to expend certain funds of the Trust as permitted by para 5.3 in such manner as the Local Governing Body shall consider most beneficial for the achievement of the Object of the Trust in so far as it relates to the school; and

5.1.3.2 to enter into contracts, in accord with the procedures in the Bonitas Multi-Academy Trust Financial Handbook, on behalf of the Trust in so far as they relate to the school.

5.1.4 In the exercise of its powers and functions, the Local Governing Body shall observe any directions given by the Trustees.

5.1.5 Any bank account in which any money of the Trust in so far as it relates to the school is deposited shall be operated by the Local Governing Body in the name of the Trust and according to the financial scheme.

5.2 **Ethos and Values**

5.2.1 The Members and the Trustees shall be responsible for setting the ethos, values and vision for the Trust and the ratification of those of the school. The Local Governing Body shall be responsible for determination of the school's ethos and mission statement in the context of those of the Trust. The Trustees shall not make an alteration to the religious character of the school or the conduct of the school as a Church of England school, without the consent of the Diocesan Board of Education.

5.2.2 At all times, the Trustees and the Local Governing Body shall ensure that the school is conducted in accordance with the Objects of the Trust, the terms of the trust governing the use of the land which is used for the purposes of the school and any agreement entered into with the Clerk of State for the funding of the school.

5.3 **Finance**

5.3.1 In acknowledgement of the receipt by the Trustees of funds in relation to the school, provided by the Clerk of State, donated to the Trust and generated from the activities of the Trust, the Trustees delegate to the Local Governing Body the responsibility to manage and expend all monies received on account of the school for the purposes of the school less an amount to be determined each year by the Trustees in accordance with the school's budget.

5.3.2 Whilst the Local Governing Body shall have the power to enter into contracts on behalf of the Trust in so far as they relate to the school pursuant to para 5.1.3, the Local Governing Body shall first obtain the written consent of the Trustees to any contracts or expenditure for any single matter above such sum as shall be mandated by the Trustees in the Bonitas Multi-Academy Trust Financial Handbook.

5.3.3 The accounts of the Trust shall be the responsibility of the Trustees but the Local Governing Body shall provide such information about the finances of the school as often and in such format as the Trustees shall reasonably require. Without prejudice to the

above, the Local Governing Body shall provide on request management accounts to the Trustees. The Local Governing Body will agree a budget with the Trustees.

5.3.4 The Local Governing Body shall ensure that proper procedures are put in place for the safeguarding of funds and that the requirements of the Academies Financial Handbook and the Master Funding Agreement are observed at all times as well as any requirements and recommendations of the Trustees and the Clerk of State.

5.3.5 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.

5.3.6 The Local Governing Body shall follow the procedures in the Bonitas Multi-Academy Trust Financial Handbook and develop appropriate risk management strategies and shall at all times adopt financial prudence in managing the financial affairs of the Trust in so far as these relate to the school.

5.3.7 Subject to any contrary direction by the Trustees, the Local Governing Body shall at all times have in place a competent Finance Committee as provided for in para 4.2 of the Appendix.

5.3.8 Both the Trustees and the Local Governing Body acknowledge that the Trustees do not have any financial liability for the Trust or the school in any situation.

5.4 Premises

5.4.1 Subject and without prejudice to paras 5.3.2 and 5.4.4 and to the provisions of any Supplemental Agreement between the Trustees, the LGB members and the Trustees, the maintenance of the buildings and facilities used in respect of the school 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 the Trustees or 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 school will be that of the Trustees.

- 5.4.4 Insuring the land and buildings used by the school will be the responsibility of the Trustees who shall recover the cost from the budget delegated to the Local Governing Body.

5.5 **Staffing and Appraisal**

5.5.1 **Headteacher**

- 5.5.1.1 The Trustees shall appoint the Headteacher in accordance with the Articles, and with the full participation of the Local Governing Body. The Trustees and the Local Governing Body may delegate such powers and functions as they consider are required by the Headteacher for the internal organisation, management and control of the school (including the implementation of all policies approved by the Trustees and the Local Governing Body and (notwithstanding para 5.6.1) for the direction of the teaching and curriculum at the school).

- 5.5.1.2 The Trustees shall ensure that the Headteacher is committed to supporting and promoting the objects of the school which include conducting the objects of the Trust in accordance with the principles practices and tenets of the Church of England.

- 5.5.1.3 The Chief Executive of the Trust, or their nominated representative, shall carry out the performance management/appraisal of the Headteacher.

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 school provided always 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 including the agreed numbers of relevant staff and their pay scales (noting that the Trust's pay policy is at the date of this scheme based on the model policy produced by Bracknell Forest Council);

- 5.5.2.1.2 take account of any pay terms set by the Trustees (noting that the Trust's pay policy is as at the date of this Scheme based on the model policy produced by Bracknell Forest Council);

- 5.5.2.1.3 adopt any standard contracts or terms and conditions for the employment of staff issued by the Trustees (noting that the terms and conditions for the appointment of new staff have been negotiated on behalf of the Trust with the relevant trade unions by Bracknell Forest Council and that any subsequent amendments will be likewise negotiated and approved);

- 5.5.2.1.4 manage any claims and disputes with staff members having regard to any advice and recommendations given by the Trustees.
 - 5.5.2.1.5 appoint only within the staffing structure and budget approved by the Trustees; should any temporary or permanent appointments be required beyond the approved structure these must first be approved by the Chief Executive of the Trust or their nominated representative.
 - 5.5.2.1.6 have a selection panel to include the Chief Executive, or their nominated representative, for any appointment to the school's Senior Leadership Team.
- 5.5.2.2 The Local Governing Body shall ensure the performance management of all staff, including the Headteacher, is carried out and shall put in place procedures for the proper professional and personal development of staff.
 - 5.5.2.3 The Local Governing Body shall establish a Pay committee which shall be responsible for all decisions in respect of staff pay and in so doing shall ensure that they are made in accordance with the pay policy of the Trust.

5.6 Curriculum and Standards

- 5.6.1 Bearing always in mind the Trustees' obligation to the Clerk of State to provide a broad and balanced curriculum, the Local Governing Body shall be responsible for planning and setting the curriculum for the school provided always that (i) the Trustees shall be responsible for the review of the curriculum; and (ii) the Local Governing Body agrees to give due regard to the views, suggestions and advice provided by the Trustees in this respect. The Trustees agree that the Local Governing Body may work alongside other schools and academies in order to aid the production of a broad and balanced curriculum.
- 5.6.2 The Trustees shall be responsible for the standards achieved by the school and the pupils attending the school but may have regard to, but not be bound by, the advice and recommendations of the Local Governing Body.

5.7 Admissions and School Organisation

- 5.7.1 Subject to the provisions of any statutory admissions code, the Local Governing Body shall be responsible for determining and reviewing from time to time the school's admissions policy. The Trustees shall receive the admissions policy and be responsible for ensuring that it is being appropriately implemented. No change will be made to the admissions criteria without the written consent of the Trustees. For the avoidance of doubt the Trustees acknowledge that no substantive changes in the school's admissions criteria and policy are anticipated following the conversion of the school.
- 5.7.2 Any decision to expand the school shall be that of the Trustees who shall have regard to the views of the Local Governing Body and the Trustees.

5.8 **Extended schools and Business Activities**

- 5.8.1 Whilst the undertaking of any activities which would be described as part of the school'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 school's activities and any financial implications, such as the threat of taxation in light of the Trust's charitable objects and any threat to funding provided by the Clerk of State.

5.9 **Regulatory Matters**

- 5.9.1 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 Trust is meeting its legal obligations.

6. **OPERATIONAL MATTERS**

- 6.1 The Local Governing Body shall comply with the obligations set out in the Appendix which deals with the day to day operation of the Local Governing Body.
- 6.2 The Local Governing Body will adopt and will comply with all policies of the Trustees communicated to the Local Governing Body.
- 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 Trust and the school. They shall be open about decisions and 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 from time to time, in order to ensure that the governance of the school is best able to adapt to the changing political and legal environment.
- 6.5 The Local Governing Body shall provide such data and information regarding the business of the school, its staff and the pupils attending the school as the Trustees may require from time to time.
- 6.6 The Local Governing Body shall submit to any inspections by the Trustees and any inspections pursuant to section 48 of the Education Act 2005 and any additional inspections or scrutiny

of any person appointed by the DBE for the purpose of ensuring that the school is being conducted in accordance with the practices and teachings of the Church of England.

6.7 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 Clerk of State. 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.

6.8 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 Trust and the requirement for the Trust to respond swiftly in there is evidence o falling standards or financial imprudence. In circumstances in which the Local Governing Body or the wider Trust is at risk of intervention, the Trustees and the Local Governing Body make the following commitments to each other:

6.8.1 to discuss openly any situation which may, in the opinion of either body, lead to the potential threat of intervention by the Clerk of State;

6.8.2 to use all reasonable endeavour to agree measures to improve standards and performance of the school and to support each other in the implementation of those measures.

7. REVIEW AND TERMINATION

7.1 This Scheme of Delegation shall operate from the date on which it is signed in respect of the named school.

7.2 The Scheme may be terminated by the Trustees at any time by giving notice in writing to the Local Governing Body.

7.3 Notwithstanding this being the first Scheme of Delegation to apply in respect of the school, the Trustees will have the absolute discretion to review this Scheme of Delegation and to alter any provisions of it.

7.4 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.

This scheme of Delegation was executed as a Deed on [Date]

Executed on behalf of the Trust by:

Trustee

Trustee

In the presence of

Witness _____

Address _____

Occupation _____

Executed on behalf of the LGB by:

Chair

In the presence of

Witness _____

Address _____

Occupation _____

FUNCTIONING OF THE LOCAL GOVERNING BODY

1. CHAIR AND VICE-CHAIR OF THE LOCAL GOVERNING BODY

- 1.1 The Trustees shall appoint each school year, at their last meeting in that year, a chair and a vice-chair and a chair of the finance committee from among the LGB to serve until a successor is appointed or a vacancy occurs as envisaged in paragraph 1.3. Neither a person who is employed by the Trust (whether or not at the school), nor a person who is at the time of election already a Trustee of the Trust shall be eligible for election as chair or vice-chair, unless otherwise approved by the Trustees. The Trustees may from time to time choose to appoint an executive/independent chair.
- 1.2 Subject to paragraph 1.4, the chair and vice-chair and the chair of the finance committee shall hold office as such until his or her successor has been elected in accordance with this clause 1.
- 1.3 The chair or vice-chair or the chair of the finance committee may at any time resign his or her office by giving notice in writing to the Local Governing Body. The chair or vice-chair or finance Trustee shall cease to hold office if:
- 1.3.1 He or she ceases to serve on the Local Governing Body;
 - 1.3.2 He or she is employed by the Trust whether or not at the school;
 - 1.3.3 He or she is removed from office in accordance with this Scheme of Delegation;
or
 - 1.3.4 in the case of the vice-chair, he or she is elected in accordance with this Scheme of Delegation to fill a vacancy in the office of chair.
- 1.4 Where by reason of any of the matters referred to in paragraph 1.3, a vacancy arises in the office of chair or vice-chair or the chair of the finance committee, 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 chair is absent from any meeting or there is at the time a vacancy in the office of the chair, the vice-chair shall act as the chair for the purposes of the meeting.
- 1.6 Where in the circumstances referred to in paragraph 1.5 the vice-chair is also absent from the meeting or there is at the time a vacancy in the office of vice-chair, the LGB members shall elect one of their number to act as a chair for the purposes of that meeting, provided that the person elected shall neither be a person who is employed by the Trust (whether or not at the school) nor a Trustee.

- 1.7 A clerk shall act as chair during that part of any meeting at which the chair is elected.
- 1.8 The chair or vice-chair may be removed from office by the Trustees in accordance with this Scheme of Delegation.
- 1.9 A resolution to remove the chair or vice-chair from office which is passed at a meeting of the Local Governing Body shall not have effect unless:
- 1.9.1 it is confirmed by a resolution passed at a second meeting of the Local Governing Body held not less than fourteen days after the first meeting; and
- 1.9.2 the matter of the chair's or vice-chair's removal from office is specified as an item of business on the agenda for each of those meetings.
- 1.10 Before a resolution is passed by the Trustees at the relevant meeting as to whether to confirm the previous resolution to remove the chair or vice-chair from office, the person or persons proposing his or her removal shall at that meeting state their reasons for doing so and the chair or vice-chair shall be given an opportunity to make a statement in response.
- 1.11 The Local Governing Body shall appoint the clerk to the governing body. The clerk to the governing body must not be: a governor; an associate member; Headteacher of the school. [In an emergency a governor (not the Headteacher) may clerk for that meeting only]. The governing body may remove a clerk from office by resolution.

2. **CONFLICTS OF INTEREST**

- 2.1 Any LGB member who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his or her duties as a LGB member shall disclose that fact to the Local Governing Body as soon as he becomes aware of it. A person must absent himself or herself from any discussions of the Local Governing Body in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the school 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 or she is in the employment of the Trust or is in receipt of remuneration or the provision of any other benefit directly from the Trust or in some other way is linked to the Trust or the school.
- 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 Headteacher or any subcommittee of the Local Governing Body shall be referred to the Trustees for their determination.

2.5 The Local Governing Body shall maintain a register of business interests of its Governors.

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 written records 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 chair thereof. The minutes shall include a record of:

3.1.1 all appointments of officers made by the Local Governing Body; and

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

3.2 The chair shall ensure that copies of minutes of all meetings 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 and to any contrary direction by the Trustees, the Local Governing Body shall establish a Finance Committee and may establish any other subcommittee. 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. Subject to 4.2 below, the establishment, terms of reference, constitution and membership of any subcommittee shall be reviewed by the Trustees 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 sub-committee. No vote on any matter shall be taken at a meeting of a sub-committee unless the majority of members of the subcommittee present either are Trustees or LGB members.

4.2 The terms of reference, constitution and membership of the Finance Committee shall be such as shall first have been agreed in writing by the Trustees.

5. **DELEGATION**

5.1 Provided such power or function has been delegated to the Local Governing Body, the Local Governing Body may further delegate to any person serving on the Local Governing Body, committee, the Headteacher or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions either the 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 the Finance Committee or any other subcommittee, any Trustee or LGB member, the Headteacher 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 four times in every school year. Meetings of the Local Governing Body shall be convened by the clerk to the Local Governing Body. In exercising his or her functions under this Scheme of Delegation the clerk shall comply with any direction:

6.2.1 given by the Trustees or the Local Governing Body; or

6.2.2 given by the chair of the Local Governing Body or, in his or her absence or where there is a vacancy in the office of chair, the vice-chair 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 LGB member shall be given at least seven clear days before the date of a meeting:
- 6.4.1 notice in writing thereof, signed by the clerk, and sent to each LGB member 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 Trustees, the chair or, in his or her absence or where there is a vacancy in the office of chair, the vice-chair, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.
- 6.5 The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.
- 6.6 A resolution to rescind or vary a resolution carried at a previous meeting of the Local Governing Body shall not be proposed at a meeting of the Local Governing Body unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.
- 6.7 A meeting of the Local Governing Body shall be terminated forthwith if:
- 6.7.1 the members of the Local Governing Body so resolve; or
 - 6.7.2 the number of members present ceases to constitute a quorum for a meeting of the Local Governing Body in accordance with paragraph 6.10, subject to paragraph 6.12.
- 6.8 Where in accordance with paragraph 6.7 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the 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 6.12, the quorum for a meeting of the Local Governing Body, and any vote on any matter thereat, shall be three of the members of the Local Governing Body, or, where greater, any one third (rounded up to a whole number) of the total number of persons holding office on the Local Governing Body at the date of the meeting a majority of the quorum must be made up of Foundation LGB members.
- 6.11 The Local Governing Body may act notwithstanding any vacancies on its board, but, if the numbers of persons serving is less than the number fixed as the quorum, the continuing persons may act only for the purpose of filling vacancies or of calling a general meeting.
- 6.12 The quorum for the purposes of:
- 6.12.1 appointing a Parent LGB member;
 - 6.12.2 any vote on the removal of a LGB member in accordance with this Scheme of Delegation;
 - 6.12.3 any vote on the removal of the chair of the Local Governing Body;
- shall be any two-thirds (rounded up to a whole number) of the persons who are at the time persons entitled to vote on those respective matters.
- 6.13 Subject to this Scheme of Delegation, every question to be decided at a meeting of the Local Governing Body shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every LGB member shall have one vote.
- 6.14 Subject to paragraphs 6.10 – 6.12, where there is an equal division of votes, the chair of the meeting shall have a casting vote in addition to any other vote he or she may have.
- 6.15 The proceedings of the Local Governing Body shall not be invalidated by
- 6.15.1 any vacancy on the board; or
 - 6.15.2 any defect in the election, appointment or nomination of any person serving on the Local Governing Body.
- 6.16 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the Local Governing Body or of a subcommittee of the Local Governing Body, shall be valid and effective as if it had been passed at a meeting of the Local Governing Body or (as the case may be) a subcommittee of the Local Governing Body duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the Local Governing Body and may include an electronic communication

by or on behalf of the Local Governing Body indicating their agreement to the form of resolution providing that the member has previously notified the Local Governing Body in writing of the email address or addresses which the member will use.

6.17 Subject to paragraph 6.18, the Local Governing Body shall ensure that a copy of:

6.17.1 the agenda for every meeting of the Local Governing Body;

6.17.2 the signed minutes of every such meeting; and

6.17.3 any report, document or other paper considered at any such meeting,

are, as soon as is reasonably practicable, made available at the school to persons wishing to inspect them.

6.18 There may be excluded from any item required to be made available in pursuance of paragraph 6.17, any material relating to:

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

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

6.18.3 any matter which, by reason of its nature, the Local Governing Body is satisfied should remain confidential.

6.19 Any LGB member shall be able to participate in meetings of the Local Governing Body by telephone or video conference provided that:

6.19.1 He or she has given notice of his or her intention to do so by providing the contact details by which he or she can be reached with sufficient notice before the meeting; and

6.19.2 the Local Governing Body has access to the appropriate equipment. If, after all reasonable efforts, it does not prove possible for the person to participate by telephone or video conference, the meeting may still proceed with its business provided it is otherwise quorate.

7. 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 or 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 or her, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Local Governing Body.
- 7.3 A LGB member 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 LGB member or other officer or auditor of the Trust acting in relation to the school shall be indemnified out of the assets of the Trust against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust.

The Bonitas Multi-Academy Trust Scheme of Delegation

APPENDIX TWO: LEVELS OF DELEGATION

Level 1: The Trust Board

Level 2: The Local Governing Body

Level 3: The Headteacher

The Trust Board may further delegate some of its responsibilities to Trust Board committees. The Full LGB may delegate some of its responsibilities to LGB committees with approval of the Terms of Reference by the Trust Board.

Core Function

Activity	1	2	3
Establish the vision and direction of The Trust	√		
Ensure the quality of education provision and oversee standards and outcomes across the Trust	√		
Manage the Trust’s finance and property	√		
Ensure that the Trust complies with charity and Trust law	√		
Operate the academy in accordance with the Funding Agreement that has been signed with the Clerk of State	√		
Carry out due diligence and make decisions regarding further schools joining the Trust	√		
Setting the school’s vision, ethos and strategic direction within the values of the Trust		√	
Maintaining the effective operation and membership of the LGB	√	√	
Overseeing the educational performance of the school		√	
Overseeing financial performance of the school		√	
Ensuring pupil wellbeing including safeguarding, school safety and security		√	
Appointment of the Headteacher and carrying out their annual performance appraisal	√		
Meet at least 4 times every school year – formal minuted meetings, of which the signed minutes must be shared with the Trust		√	
Attend Trust Committee and events to represent their individual school and contribute to the development of the Trust		√	√

Finance

Activity	1	2	3
Determine the proportion of the overall Academy Trust budget to be delegated to individual schools	√		
Approve the first formal budget plan each financial year	√		
Monitor monthly Trust expenditure	√		
Approve any likely budget headings overspends or miscellaneous expenditure within Trust budgets (inc. whole school budgets)	√		
Develop and establish financial decision levels and limits	√		
Trust procurement / contracting (cleaning, catering, photocopying)	√		
Establish charging and remissions policy guidelines	√		
Appoint the Responsible Officer	√		
Write off debts	√		
Determine and evaluate levels of risk – establish, maintain & monitor risk register	√		
Develop and establish Business Development and Business Continuity plans	√		
Develop, establish and monitor Trust Financial Procedures	√		
Authorise at least 2 signatories for each school	√		
Develop and propose the individual school budget		√	
Monitor monthly school expenditure		√	
Approve any likely budget headings overspends or miscellaneous expenditure within overall school budget		√	
Implement a charging and remissions policy in line with the Trust's overarching policy guidelines		√	
Enter into contracts up to the limits of delegation and within an agreed budget	√	√	√

Make payments within agreed financial limits	√	√	√
Approve transfer (virements) between budget headings within agreed limits	√	√	√
Fundraising and income generation at a school level (as defined in the scheme of delegation 4.3.8)		√	
Implement Trust financial procedures at school level		√	√

Staffing and Appraisal

Activity	1	2	3
To develop and establish a pay policy	√		
Appointment / dismissal of CEO	√		
Appraisal / agree pay award of CEO	√		
Establishing disciplinary/capability procedures	√		
To develop and establish an appraisal policy for school staff	√		
Headteacher appointments (must involve 1 Trustee on the selection panel)/ dismissal	√		
Deputy Headteacher appointments /dismissal	√	√	
Dismissal of staff (*with involvement of Chief Executive – see disciplinary policy)	√*	√	
Appraisal of Headteacher	√	√	
Performance related pay and discretionary pay decisions within the context of the Trust pay policy		√	
Suspending / Ending of suspension of Headteacher	√		
Determining dismissal payments/settlement agreements, early retirement within overall school budget and Financial procedures	√		

Restructures at school level (Trust should approve)	√	√	√
To implement pay and appraisal policies in line with the Trust's guidelines			√
Appoint other teachers within staff complement			√
Appoint support staff within staff complement			√
Appoint temporary staff outside staff complement within overall school budget	√		√
Suspending / Ending of suspension of Staff			√
Appraisal of all other school staff			√

Curriculum and Standards

Activity	1	2	3
Ensure the quality of education provision and oversee standards and outcomes across the Trust	√		
Develop and establish Trust self-evaluation processes and an educational development plan	√		
Establish targets for school performance / Trust-wide performance expectations	√		
Develop and establish a curriculum policy		√	
Develop and establish school self-evaluation processes and Improvement plans		√	
Accountability for standards of teaching, quality and school performance (staff and pupils)		√	
Develop and establish a Behaviour for Learning policy		√	
Review the use of exclusions and whether or not to confirm permanent exclusion		√	
Propose targets for school performance		√	√
Implement curriculum policy			√

Responsible for standards of teaching, quality and school performance (staff and pupils)			√
Implement a Behaviour for Learning policy			√

Admissions and school organisation

Activity	1	2	3
Receive and consent to any changes to PAN and Admissions policies for schools within the Trust	√		
Determine the school's admission policy		√	
Establish an admission committee		√	
Establish times of school sessions and Term dates		√	
Develop and propose times of school sessions and Term dates			√

Premises, Health and Safety, Safeguarding and IT

Activity	1	2	3
Buildings and personal liability insurance	√		
Develop and establish Trust premises (all schools) strategic planning	√		
Develop and establish a Trust health and safety policy and Trust procedures	√		
Develop and establish a Trust safeguarding policy and Trust procedures	√		
Develop and establish Trust IT (all schools) strategic planning	√		
Applications for new buildings and planning permission	√		
Sale, leasing and sub-letting agreements	√		

Create 5 year estate management plan	√	√	
Develop and establish school based safeguarding procedures		√	
Develop and establish school based health and safety procedures		√	
Propose school strategic premises plans (including new buildings, leases, sub-lettings proposals)		√	
Propose school strategic IT plans		√	
Establishing school specific insurance		√	
School building maintenance		√	
Implementation of the health and safety policy and procedures			√
Implementation of the safeguarding policy and procedures			√

Governance and Policies

Activity	1	2	3
Develop and establish Governance arrangements for the Trust including schemes of delegation for LGBs	√		
Develop and establish procedures for the establishment or dissolution of Local Governing Bodies	√		
Appoint or remove Governors to or from LGBs, and appoint the Chair and Vice-Chair of the LGB	√		
Appoint or remove Clerk to the Board of Trustees and its committees	√		
Develop and establish procedures for the establishment or dissolution of Local Governing Bodies	√		
Ratify the appointment or removal of Governors to or from LGBs	√		
Quality assure, evaluate and develop the quality of Governance across the Trust	√		
Ratification of delegation of responsibilities to LGB committees, working groups or individuals	√		
Determine which policies are mandatory for all schools	√		

Ensure that statutory policies are in place	√	√	
Create and publish a Register of Interest	√	√	
Proposal of delegation of responsibilities to committees, working groups or individuals, including Terms of reference	√	√	
Propose the appointment and removal of Governors		√	
Evaluate the quality of governance at school level, determine development needs and implement appropriate training		√	
Provide the Trust with copies of school policies		√	
Ensure publication of statutory information on the school website		√	√

