Southerly Point Co-operative Trust

Local Governing Body

Scheme of Delegated Authority (SoDA)

School: **(the "School")**

SoDA Date:

Appendices:

- **A) General Delegated Powers**
- **B) Articles of Association (see separate document)**
- **C) Governance Structure Chart**
- **D) Financial Limits – as existing in schools currently (not included in this document)**
- **E) Centrally Provided Services – (see separate funding document)**
- **F) Reporting Schedule – yet to be drafted**
- **G) Vision statement – (see draft - to be reviewed later)**
- **H) Levels of Delegation**

1. INTRODUCTION

1.1 As a charity and company limited by guarantee, Southerly Point Co-operative Trust (the "Trust") is comprised and governed by:

Members who guarantee the liabilities of the Company and review the strategic direction;

a Board of Trustees (the "Trustees") who are responsible for, and oversee, the management and administration of the Trust and the schools run by the Trust;

a Curriculum, Standards and Pupils Committee; - Trustees with elected representatives from the Hub Councils

a Finance, Premises, Resources Committee; - Trustees with elected representatives from the Hub Councils

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a Forum; - comprised of two representatives per constituency group appointed by each Hub

Hub Councils – comprised of elected representatives from the LGB with the purpose of securing consistency and reducing bureaucracy for schools

Local Governing Bodies ("LGBs"); there will be one LGB for each school (or "federation") which will be responsible for, subject to the provisions of this SoDA, the day-to-day management and administration of each school.

The LGBs governors will be elected on a skills set basis from the four constituency groups: Parents/Carers; Staff; Alumni; Community (with one nominated governor representing pupil voice).

The Forum, a requirement of every co-operative, will comprise of elected representatives from each constituency group. These Forum Partners will elect the Forum Member and make recommendations for Co-opting Trustees. The Annual Forum meeting will be open to all members of the Trust. At the meeting, the achievements of the Trust will be celebrated; the strategic plan shared; and views and ideas for the future invited from the floor.

A chart summarising the governance structure of the Trust is contained in Appendix C.

1.2 Up to [6] Trustees are appointed by the Members; up to 25% of Trustees and no fewer than 2 Trustees are appointed by Askel Veur ; the CEO; and co-opted Trustees appointed by the Trustees

1.3 The Trustees have agreed the vision statement contained in Appendix G

1.4 The aim of the SoDA is to provide clarity to all levels of governance on the extent of their rights, responsibilities, authority and powers, and to provide a framework within which LGBs will interact and work with the other governance aspects of the Trust.

1.5 This SoDA has been put in place by the Trustees and applies from the SoDA date in accordance with the provisions of the Trust's Articles of Association (the "Articles"), and it should be read in conjunction with those Articles, and any terms used in the Articles (a copy of which is attached to this SoDA in Appendix B).

1.6 Any reference to the "School" in this SoDA will be a reference to the School so named at the beginning of this document. References to "Trust schools" is a reference to all the schools for which the Trust is responsible at a given point in time.

1.7 The Trustees are accountable to external government agencies, including the Regional Schools' Commissioner, Education Funding Agency, the Charity Commission, and the Department for Education (including any successor bodies) for the quality of the education the Trust provides, and they are required to have systems in place through which they can assure themselves of quality, safety and good practice.

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1.8 The LGBs and Hub Councils are established to ensure the good governance of the School. The LGB shall be the "Advisory Body" for the School, as required by the Master Funding Agreement. This is an agreement entered into between the Trust and the Secretary of State for Education (the "SoS") governing the affairs of the Trust (the "Master Funding Agreement").

1.9 This SoDA explains the ways in which the Trust requires the LGBs to fulfil their responsibilities for the leadership and management of the School, the role and responsibilities of the LGB, and the commitments to each other, to ensure the success of the School.

1.10 The object (the "Object") of the Trust is specifically restricted to the following:

"to advance for the public benefit education in the United Kingdom, in particular, but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing schools ("the mainstream Schools"), offering a broad and balanced curriculum and which shall include: 1) schools other than those designated Church of England whether with or without a designated religious character; and
ii) Church of England schools designated as such which shall be conducted in accordance with the principles, practices and tenets of the Church of England both generally and in particular in relation to arranging for religious education and daily acts of worship and in having regard to any advice and following any directives issued by the Diocesan Board of Education.
but in relation to each of the schools to recognise and support their individual ethos whether or not designated Church of England (Article 4)

1.11 The LGBs recognise and acknowledge the responsibility of the Trustees and the Trust, including any officer appointed with the express purpose of achieving and maintaining School improvement, to support the Schools to ensure their long-term sustainability. Schools will prepare their improvement plans to be quality assured by the officers of the Trust and presented to the Board for approval. This is to ensure the plan will achieve best outcomes for children and are consistent with the objectives of the Multi-Academy Trust. The LGB acknowledges that the financial cost of any support package will be the responsibility of the School. Any School Improvement Plan will take account of the SoS's concerns, and will identify measurable objectives and milestones for improvement. The LGB will support and ensure implementation of any plan.

1.12 The Trustees also recognise the role that the Schools play in their communities and LGBs are, subject to the provisions of this SoDA, free to decide how such support is given. The LGB shall ensure that any support is not inconsistent with the Object of the Trust, and the restrictions on use of its charitable resources and any advice or restriction placed on the Trust by the SoS. The LGB shall ensure that any formal collaboration or support is appropriately documented and the details notified in advance to the Trustees.

2. TRUSTEES' POWERS AND RESPONSIBILITIES

2.1 The Trustees have overall responsibility and ultimate decision making authority for all the work of the Trust.

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2.2 The Trustees must act in the fulfilment of the Object.

2.3 Trustees will have regard to the interests of all the Trust Schools and the co-operative values in deciding and implementing any policy or exercising any authority in respect of an individual Trust School.

2.4 Article 101 provides for the appointment by the Trustees of committees to whom the Trustees may delegate certain of the functions of the Trustees.

2.5 The constitution, membership and proceedings of the LGB is determined by the Trustees, and this SoDA expresses such matters as well as acknowledging the authority delegated to the Hub Councils and to the LGB in order to enable the LGB to run the School.

2.6 The Trustees shall consult with the LGBs of Trust Schools before making changes to this SoDA.

2.7 If at any time:

Ofsted rate the School as inadequate

Ofsted rate the School as requiring improvement

the School is predicted to have or has a deficit budget

an event occurs at or in relation to the School which is significantly damaging to the reputation of the Trust; or

any event analogous to the above events occurs at or in relation to the School

the Trustees shall have the right (but shall not be required) to direct that all members of the LGB resign their posts, and at such time this SoDA shall cease to have effect until such time as the Trustees are satisfied that the event that has occurred to trigger the right to exercise these powers has been rectified or ceases to cause a concern to the Trustees.

(Please note Trustees can also be removed from office (Articles 66, Articles 68 -80).

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Hub Councils:

Hub Councils will be established for each Hub of Schools within the Trust. Each governing body will elect 2 representatives by skills set. The Hub Council will provide consistency for statutory compliance and sharing of best practice across the Trust. The levels of delegation for the Hub Councils are set out in Appendix H. Each Church school must have at least one of its Hub representatives drawn from church appointed governors. The election of a Chair and Vice Chair for each Hub Council and arrangements for meetings will occur as per LGB provisions set out below.

Each Hub Council will have 2 representatives: one for each of the Trustees' Resource/Finance Committee and the Standards, Curriculum and Pupils Committee. The representatives will have a named deputy.

3. CONSTITUTION OF THE LGB

3.1 Governors of the LGB

3.1.1 The number of Governors who shall sit on the LGB shall be not less than seven and not more than sixteen including the Head Teacher of the school

3.1.2 The LGB shall have representatives of the constituency groups: Staff, Parents, Alumni, Community. In addition, a governor representing the student body (via a link with the School Council shall be part of LGB). All School Kids in Partnership (SKIP) representatives will be invited to the Annual Forum meeting.

3.1.3 No more than one third of the Governors of the LGB shall be employees of the Trust.

3.1.4 There will be at least 2 parent/carer governors

3.1.5 The Governing Body of Church Schools shall have up to 25% of its members appointed by Askel Veur if the school was previously a voluntary controlled school, or the majority of its members appointed by Askel Veur if the school was a voluntary aided school or the LGB is appointed for more than one school where one of the schools was previously a voluntary aided school

3.1.6 The Trustees (all or any of them) shall also be entitled to attend meetings of the LGB provided that they have first informed the Chair of the LGB of their intention to attend. Any Trustee attending a meeting of the LGB shall be entitled to speak but shall not be entitled to vote.

3.2 Appointment of Governors of the LGB

In advertising Governor vacancies, the LGB must be clear about the constituency group in which the vacancy has arisen and the required skill set they are seeking to fill.

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Head Teacher

3.2.1 The Head Teacher or Head of School (as applicable) shall be treated for all purposes as being an ex-officio Governor of the LGB.

Staff Governors

3.2.2 In appointing persons to serve on the LGB who are employed at the School, the members of the LGB 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 School 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 LGB in line with National Guidance.

Parent/Carer Governors

3.2.3 Parent Governors of the LGB shall be elected by parents of registered students at the School. He or she must be a parent of, or have parental responsibility for, a student at the School at the time when he or she is elected.

3.2.4 The LGB shall make all necessary arrangements for, and determine all other matters relating to, an election and appointment of the Parent Governors. All arrangements for the calling and conduct of the election and resolution of questions as to whether any person is an eligible candidate shall be determined by the LGB in line with National Guidance.

3.2.5 Where a vacancy for a Parent Governor 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 student 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.

3.2.6 Any election of persons who are to be the Parent Governors which is contested shall be held by secret ballot. The arrangements made for the election of the Parent Governors shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he/she prefers, by having his/her ballot paper returned to the School by a registered student at the School.

3.2.7 Where the number of parents standing for election is less than the number of vacancies, the LGB may appoint a person who is the parent of a registered student 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 to be a Parent Governor.

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Alumni Governors:

Advertise vacancies and, if no returns, co-opt known alumni according to skills set.

Community Governors:

Advertise vacancies and, if no returns, co-opt known community members according to skills set

General

3.2.8 All appointments to the LGB or resignations from the LGB are to be reported to the Company Secretary within seven days of such appointment or resignation, together with details of the type of Governor involved (ie. Parent, Staff etc).

3.2.9 No person may be a Governor, if

they would be disqualified from serving as a Trustee in accordance with Articles 68-80 of the Articles.

3.2.10 Support and guidance will be provided to enable governors to develop the necessary skills and knowledge to fulfil their duties as a member of the LGB. Governors will be expected to attend training events, including induction, and to avail themselves of relevant development opportunities. The Trustees reserve the right to declare certain essential training mandatory for all governors.

3.3 Term of office

3.3.1 Governors term of office shall be 3 years, and can be re-elected up to 3 consecutive terms and then must take one calendar year break (Article 44E) ; save that this time limit shall not apply to:

The Head Teacher, who shall be treated for all purposes as being an ex officio Governor of the LGB.

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3.4 Resignation and removal

3.4.1 A person serving on the LGB shall cease to hold office if:

he/she resigns his/her office by notice in writing to the LGB

he/she is removed by the person or persons who appointed him unless he is a Parent or Staff Governor, who may be removed by the Trustees under articles (see previous)

a Staff Governor ceases to work at the School

his/her term of office is not renewed or

a Parent Governor ceases to be a parent of a child attending the School (article 44G)

4. PROCEEDINGS OF THE LGB

4.1 Appointment and removal of the Chair and Vice Chair

4.1.1 The Governors of the LGB shall elect a Chair from among their number on an annual basis. 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 a Trustee, shall be eligible for election as Chair. Any election of the Chair which is contested shall be held by secret ballot.

4.1.2 The Chair of the LGB is responsible for ensuring that the business of the LGB is appropriately organised and for acting as the communication link between the LGB and the School Head Teacher. The Chair will also be responsible for reporting to the Hub and Board of Trustees where applicable. The Chair, together with the other governors of the LGB, has responsibility for providing strategic leadership of matters such as formulating the LGB's strategy for executing its duties; encouraging high standards of propriety; promoting efficient and effective use of resources, and levels of staffing; ensuring that decision making takes account of governance documents and ministerial guidance. The Chair has responsibility for representing the view of the whole LGB to the general public.

4.1.3 The Governors of the LGB shall elect a Vice Chair from among their number on an annual basis. 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 a Trustee shall be eligible for election as a Vice Chair. Any election of the Vice Chair which is contested shall be held by secret ballot.

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4.1.4 The Chair and/or Vice Chair may at any time resign his/her office by giving notice in writing to the LGB, which will inform the Board of Trustees. The Chair or Vice Chair shall cease to hold office if:

he/she ceases to serve on the LGB

he/she is employed by the Trust whether or not at the School

he/she is removed from office in accordance with this SoDA.

4.1.5 Where the Chair is absent from any meeting, the Vice Chair shall act as the chair for the purposes of the meeting. Where the Vice Chair is also absent from the meeting or there is at the time a vacancy in the office of Vice Chair, the members of the LGB shall elect one of their number to act as chair for the purposes of that meeting, provided that the person elected shall not be a person employed by the Trust nor a Trustee. When there is at the time a vacancy in the office of the Chair, the Vice Chair acting as Chair takes on all the responsibilities of the Chair.

4.1 6 The Chair and/or Vice Chair may be removed by a resolution of the LGB with a 2/3 majority vote. A LGB resolution to remove the Chair and/or Vice Chair from office shall not have effect unless it is confirmed by a meeting of the LGB and the matter of the Chair/Vice Chair's removal from office is specified as an item of business on the agenda for that meeting.

4.1.7 Before a resolution is passed by the LGB at the relevant meeting to remove the Chair/Vice Chair from office, the person or persons proposing either of their removals shall at that meeting state their reasons for doing so and the Chair/Vice Chair shall be given an opportunity to make a statement in response.

4.1.8 Each LGB will appoint an appropriately skilled Governor to lead on areas of expertise to report to the LGB.

4.2 Meetings

4.2.1 Subject to the provisions contained in this SoDA, the LGB may regulate its proceedings as the governors think fit.

4.2.2 The LGB shall meet at least termly. Meetings of the LGB shall be convened by the clerk to the LGB. Wherever possible, meetings of the LGB shall be timed to be approximately seven to fourteen days before each meeting of the main Board of Trustees. A schedule of annual meetings will be published.

4.2.3 Each Governor shall be given at least seven clear days' notice before the date of a meeting and a copy of the agenda and relevant papers, unless the Chair determines that there are matters demanding urgent consideration, in which case shorter notice may be given.

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4.2.4 The convening of a meeting and its proceedings shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda and relevant papers or any defect in the election, appointment or nomination of any person serving on the LGB.

4.3 Quorum

4.3.1 The quorum for a meeting of the LGB shall be 40% of the total number of Governors of the LGB (rounded up to a whole number) at the date of the meeting.

4.4 Voting

4.4.1 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 Governor shall have one vote. Where there is an equal division of votes, the Chair of the meeting shall have the casting vote.

4.4.2 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 duly convened and held. Such a resolution may consist of several documents in the same form signed by one or more Governors and may include electronic communication.

4.5 Conflicts of Interest

4.5.1 The clerk to the LGB shall maintain a register of the interests of the Governors (including, but not limited to Personal Financial Interests as defined below) and this register shall be made available on request to persons wishing to inspect it. (The same shall apply to all Members and Trustees).

4.5.2 Any Governor 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 defined below) which conflicts or may conflict with his/her duties as a member of the LGB or subcommittee shall disclose that fact to the LGB or subcommittee as soon as he/she becomes aware of it. A person must absent himself from any discussions of the LGB or subcommittee in which it is possible that a conflict will arise between his/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).

4.5.3 A member of the LGB has a Personal Financial Interest if he, or any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the member or any person living with the member as his or her partner, is in the employment of the Trust or is in receipt of remuneration or the provision of any other benefit directly from the Trust or in some other way is linked to the Trust or the School.

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4.6 Minutes of Meetings

4.6.1 The minutes of the proceedings of a meeting of the LGB shall be drawn up and signed (subject to the approval of the Governors) at the same or next subsequent meeting by the Chair of the meeting. The minutes shall include a record of all appointments of Governors and all proceedings at meetings of the LGB and of subcommittees of the LGB, including the names of all persons present at each such meeting. The minutes should also include details of decisions taken, actions agreed, person responsible for taking action and timescales for completion. The agreed actions from a previous meeting should be included in the agenda for the next meeting.

4.6.2 The Chair shall ensure that copies of the draft minutes of all meetings, including any confidential item(s), of the LGB (and any subcommittees) shall be provided to the Company Secretary as soon as reasonably practicable and in any event within fourteen days of the meeting having been approved by the Chair of that meeting, and the Chair shall thereafter ensure that the Company Secretary is provided with updated copies of such minutes if later revisions are made.

4.6.3 The LGB shall ensure that a copy of:

the agenda for every meeting of the LGB

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

the signed minutes of every such meeting and

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

are, as soon as is reasonably practicable, made available at the School to persons wishing to inspect them. There may be excluded from any item required to be made available any material relating to a named teacher or other person employed, or proposed to be employed, at the School, a named student at, or candidate for admission to, the School and any matter which, by reason of its nature, the LGB is satisfied should remain confidential.

4.6.4 The proceedings of the LGB shall not be invalidated by

any Governor vacancy or

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

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4.7 Communications

4.7.1 The LGB shall ensure that the reports in the formats set out in Appendix F shall be provided to the main Board of Trustees at the frequencies set out in Appendix F.

4.7.2 The Chair of the LGB shall ensure that all members of the LGB, when taking up office, shall receive an induction in governance and School finance. The Chair shall also ensure that all members of the LGB receive copies of the key Governance Documents as part of their induction.

4.7.3 On occasions, it will be necessary for the Chair to act on behalf of the LGB between scheduled meetings. In these circumstances, the LGB delegate to the Chair authority to take action on its behalf, after taking advice from the Company Secretary, providing that the course of action is not contrary to the Funding Agreement, the Memorandum and Articles of Association or other regulations. Any action taken shall be reported to the next LGB meeting.

5. DELEGATED POWERS

5.1 Subject to the provisions of the Companies Act 2006, to the Academies Financial Handbook, to the Articles, to any directions given by the Trustees from time-to-time, and in accordance with the terms of this SoDA, the management of the business of the School shall be delegated by the Trustees to the LGB who may exercise all the powers of the Trust in so far as they relate to the School.

5.2 At all times, the Trustees and the LGB shall ensure that the School 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 School and this Scheme of Delegation.

5.3 Appendix A sets out the general powers that are delegated to the LGB. Appendix H summarises the levels of delegation of responsibilities, obligations and powers within the Trust. Appendix A and H may be reviewed by the Trustees at any time but shall be reviewed at least annually. Trustees 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.

5.4 In the exercise of its powers and functions, the LGB shall consider any advice given by the Head Teacher and any other executive officer, and have due regard to any guidelines and policies issued by the Trustees.

5.5 Any decision to increase or decrease the size of the School shall be that of the Trustees, who shall have regard to the views and recommendations of the LGB.

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

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5.7 No monies of the Trust (whether or not authority to expend has been delegated to the LGB) shall be paid into any bank account other than a bank account authorised by the Trustees.

5.8 If the LGB has a deficit budget or thinks it will have a deficit budget within the next three months, the LGB must notify the Trustees immediately.

6. OPERATIONAL MATTERS

6.1 Following consultation with LGBs for any new policies, the LGB will adopt and will comply with all policies that the Trustees communicate to the LGB as being Trust policies.

6.2 In addition to the Trust's policies, Trustees will from time-to-time communicate to the LGB details of other policies which the LGB must have in place but the contents of which will be for the LGB to decide, provided that the contents must not contradict or conflict with the contents or aims of the Trust's policies.

6.3 The LGB may produce and have in place such other policies as it thinks fit provided that such policies do not contradict or conflict with the policies referred to in clause 6.1 and 6.2

6.4 Both the Trustees and all Governors 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 line with the values and the best interests of the Trust and the School, and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.

6.5 The LGB will review its policies and practices on a regular basis, having regard to requirements and 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.

6.6 The LGB shall provide such data and information regarding the business of the School and the students attending the School as the Trustees may require from time-to-time within the limits of the Data Protection Act.

6.7 The LGB shall welcome any visits by the Trustees with appropriate notice and any inspections pursuant to section 48 of the Education Act 2005. (e.g. Ofsted)

6.8 The LGB shall work closely with and shall promptly implement any advice or recommendations made by the Trustees in the event that intervention is either threatened or is carried out by the Secretary of State and the Trustees reserve the right to review or remove any power or responsibility conferred on the LGB under this Scheme of Delegated Authority in such circumstances. (In making such decisions, due regard will be given to any advice previously issued by Trustees - Appendix A 5.1)

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6.9 This SoDA may be amended by the Trustees at any time by giving notice in writing to the LGB. In considering any material changes to this SoDA, including termination, the Trustees will consult with and have regard to any views of the LGB.

7. NOTICES

7.1 Any notice to be given to or by any person under this Scheme of Delegated Authority shall be in writing or given using electronic communications to an address provided by that person. Communications to the Board of Trustees may be sent to:

Board of Trustees
Southerly Point Co-operative Trust

Alternatively, communications may be sent electronically to:

8. INDEMNITY

8.1 Subject to the provisions of the Companies Act 2006 and Article 6.3 of the Trust's Articles, every member of the LGB or other officer or auditor of the Trust acting in relation to the Trust shall be indemnified out of the assets of the Trust 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/she 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 Trust.

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APPENDIX A

General Powers Delegated to the LGB

1. CONTRACTS

1.1 Starting point current financial scheme of delegation, which then takes into account size of school budgets. Important that finance team know about any potential contracts to try to achieve economies of scale without delaying purchase.

1.2 The LGB should inform all contract providers with information about its structure, the role of the Trust and the details of who is permitted to enter into contracts.

1.3 All contracts should be signed by the Head Teacher and the Trust Business Manager or a Trustee.

2. FINANCE

2.1 The Trustees, delegate to the LGB the responsibility to plan, manage and expend such of the monies received under the Academy Funding Agreement or otherwise for the purposes of the School as may be determined each year by the Trustees in accordance with the annual budget set by the Trustees. The school budget will be set by the Head Teacher and Finance Governor, supported by the Central Finance team.

2.2 The LGB acknowledges the support provided by the Trust and that certain costs will be incurred by it in undertaking its functions and meeting its responsibilities.

2.3 The services which will be provided by the Trust are set out in Appendix E. The School acknowledges the following:

2.3.1 the Trust will expect a percentage of the School's budget General Annual Grant (GAG) funding to be paid to the Trust each financial year to pay for or contribute to the payment for the services provided by the Trust as set out in Appendix E

2.3.2 details of how and what the budget deduction will cover are set out in Appendix E

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2.3.3 the Trust may, on such notice as is reasonable, add or remove services to be provided and vary the amount which the School will contribute to the funding of these services in consultation with LGBs.

2.4 There may be other services provided by the Trustees on either an optional or a non-discretionary basis. The School will meet such proportion of the costs incurred by the Trust in relation to such additional services as shall be determined by the Trustees on an annual basis. The Trustees will on request make available to the LGBs full details of the expenditure incurred by the Trust, and will at the start of each academic year, circulate a draft budget for the Trust for discussion with the LGBs.

2.5 The LGB shall ensure that all funds received by the School are spent in a manner as the LGB shall consider most beneficial for the achievement of the object of the Trust in so far as it relates to the School and in accordance with the financial limits set out in Appendix D.

2.6 The LGB shall ensure that proper procedures are put in place for the safeguarding of funds and that the requirements of the Academies Financial Handbook are observed at all times as well as any requirements and recommendations of the Trustees and the Secretary of State. The LGB shall 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 and are delegated to them.

2.7 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 LGB in the name of the Trust. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the Trustees.

2.8 The accounts of the Trust shall be the responsibility of the Trustees but the LGB shall provide such information about the finances of the School as often and in such format as the Trustees shall request. The Trust accounts are open to scrutiny via the Finance and Resources Committee and by being a matter of public record.

2.9 The LGB 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.

2.10 In acknowledgement of the receipt by the Trustees of funds in relation to the School, provided by the Secretary of State, donated to the Trust and generated from the activities of the Trust, the Trustees, subject to Appendix B, delegate to the LGB the responsibility to manage and expend allocated monies received on account of the School for the purposes of the School.

2.11 The Trustees acknowledge the LGB's right and intention to use any voluntary funds (including any restricted funds) raised by the LGB for the purposes for which they have been raised and otherwise solely at the discretion of the LGB provided this is within the Object. Proper accounts will be kept by the LGB showing the receipt

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and use of such funds and the extent to which such funds are restricted, in the light of the obligation on the Trust to note these funds separately in the accounts of the Trust.

2.12 The accounts for the Trust

3. PREMISES

3.1 The use of monies apportioned in the Budget for the routine maintenance of the buildings and facilities used by the School will be the responsibility of the LGB in consultation with the Premises Manager.

3.2 The LGB shall have regard at all times to the safety of the users of the buildings and the facilities and the legal responsibilities of the Trustees (and/or any others) as owners of such buildings and facilities.

3.3 The Trustees shall have regard to, but not be bound by, the views of the LGB in developing any mid to long term estate management strategy.

3.4 Insuring the land and buildings used by the School will be the responsibility of the Trustees.

3.5 The Head Teacher and LGB will notify the Premises Manager as soon as reasonably practicable following the occurrence of an event in respect of which an insurance claim is required. The responsibility for notifying the insurers is the Premises Manager. The Trustees and the LGB will provide each other with all necessary information and assistance as may be helpful in the management of any insurance claims.

4. HUMAN RESOURCES

Head Teacher

4.1 The Trustees shall be responsible for the appointment of the Head Teacher but shall include the LGB in the decision making process and take due account of the views of the LGB prior to making an appointment.

4.2 The Trustees shall decide the pay and pay progression of the Head Teacher and shall work with the LGB to undertake the annual performance review of the Head Teacher.

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Other Staff

4.3 The Trustees shall be responsible for the appointment, dismissal and contractual management and compliance of all other staff (to include teaching and support staff) to be employed by the School, but may delegate all or any of these powers to the LGB as they may see fit.

4.4 Where appointment of staff is delegated to the LGB, the LGB shall:

Comply with all policies dealing with staff issued by the Trustees from time-to-time

Take account of any pay terms set by the Trustees

Adopt any standard contracts or terms and conditions for the employment of staff issued by the Trustees and

Manage any claims and disputes with staff members having regard to any advice and recommendations given by the Trustees

4.5 The Trustees, together with the LGB, shall be responsible for ensuring the performance management of all staff (including the Head Teacher) and shall put in place procedures for the proper professional and personal development of staff.

5. CURRICULUM AND STANDARDS

5.1 The LGB shall be responsible for the setting and review of the curriculum but shall have regard to any views of the Trustees in recognition of the Trustees' obligation to the Secretary of State to provide a broad and balanced curriculum. The LGB shall be responsible for the standards achieved by the School and the students attending the School but shall follow such advice and recommendations of the Trustees as they might circulate from time-to-time. The Head Teacher will make regular written reports to the LGB which will be forwarded to the Trustees. Prior to the beginning of each academic year, the LGB shall submit to the Trustees a curriculum plan for approval.

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

5.3 If a serious safeguarding issue arises, the Headteacher or Chair of the LGB shall inform the CEO as soon as practicable. The first priority should be to report to LADO and/or MARU as appropriate.

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6. EXTENDED SCHOOL AND BUSINESS ACTIVITIES

6.1 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, shall be the responsibility of the LGB, such activities shall only be undertaken in a manner consistent with any policy set by the Trustees and provided that the LGB shall have regard to the viability of such activities and possible implications including taxation.

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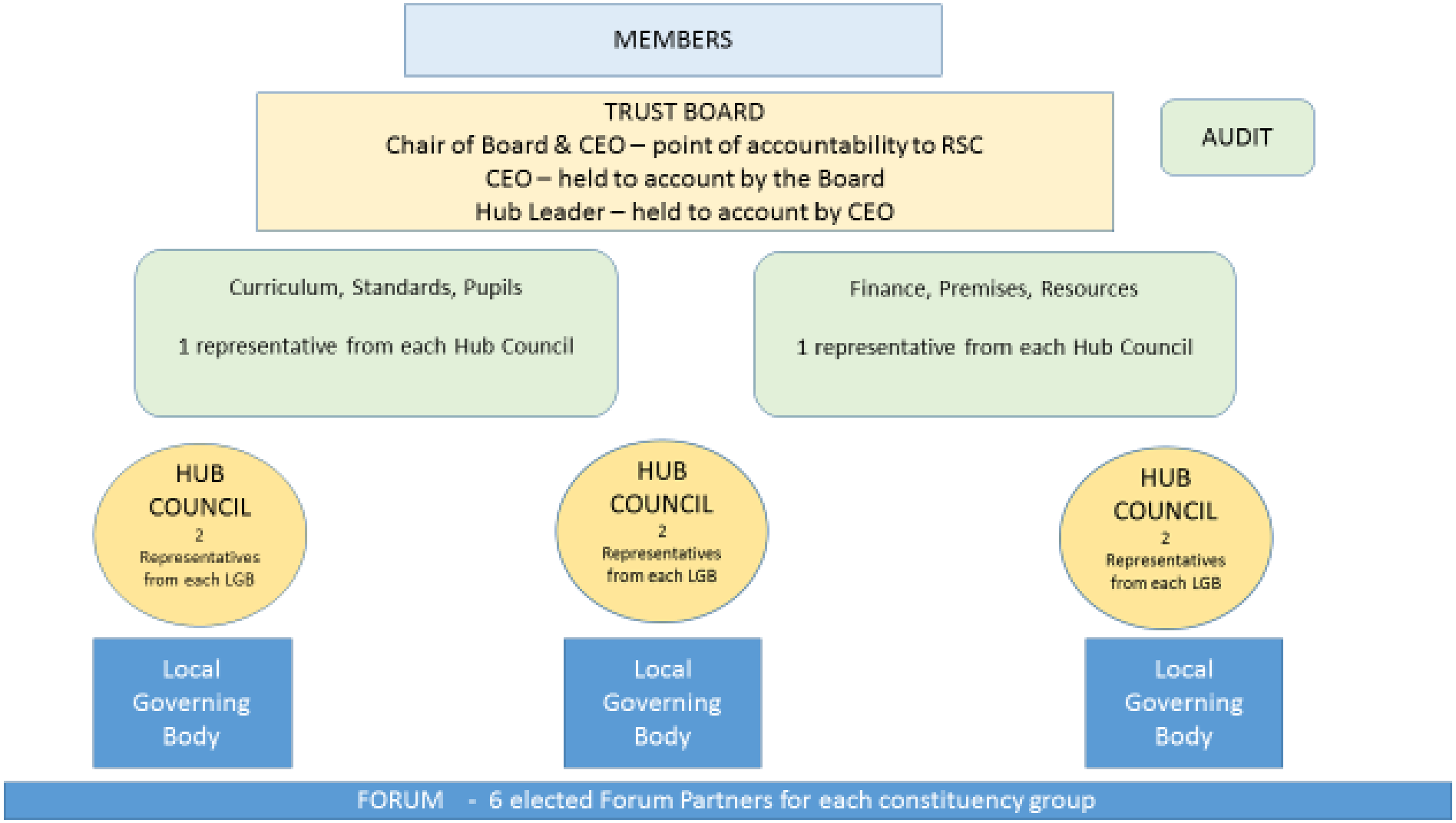
Appendix C: Hub Model Structure



Appendix G Vision Statement: (Draft – to be reviewed later)

What we will achieve

Improving Achievement:

Attainment of children will be better than national comparators

Progress of all groups of children will be better than national comparators

Children prepared for the next stage of their education

Teaching and Learning:

Excellence in teaching and learning

Culture of continuous improvement

Subject specific support on curriculum development

Effective Intervention

Commitment to learning from research and best practice

Behaviour and Well Being:

High aspirations

Positive values and beliefs for life

Resilient, lifelong learners

Proactive approaches to positive mental health

Leadership:

High Quality Leadership at all levels

Outstanding governance

Effective development of our future leaders

Trust wide coaching culture

Making it Happen

Services

Enable teachers and leaders to focus on teaching and learning, and improving outcomes through the provision of excellent support services

Resources

To manage all resources effectively to ensure a sustainable educational model for the community

Network

To develop our networks and engagement with strategic partners to improve the Trust

Growth

To proactively develop the Trust's capability and capacity

Appendix H: Levels of Delegation

All bodies should bear in mind that even where decisions are delegated, the LGB, Hub Council and committees together with the Trust as a whole, remains responsible for decisions made pursuant to such delegated authority.

DFE Objective	Function	No.	Tasks	Executive Team (CEO HL FD PM Heads)	Board of Trustees	Committees	Hub Council	LGB (forum)
Admin & Finance	Central services	1	To determine the scope of mandatory core services to be delivered by the Trust on behalf of its schools	CEO/FD to recommend	x			
		2	To **identify** those additional services to be procured on behalf of individual schools within financial limits	Heads				
		3	Scrutiny to ensure centrally procured services provide value for money			x		
		4	Scrutiny to ensure locally procured services provide value for money	Finance team			x	
	Budgets	5	To determine the proportion of the overall school budget to be delegated to individual schools	CEO/FD to recommend	x			
		6	To develop and propose the individual school budget	Heads FD				X

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		7	To approve the first formal Trust budget plan each financial year			x		
		8	To monitor monthly School expenditure	Finance team				x
		9	Approving significant transfers between budget headings in line with (existing) financial schemes of delegation and/or likely budget overspends	Finance team with Head				
		10	Ensuring the arrangements for the collection of income, ordering of goods and services and payment	Finance team with Head				
		11	To establish financial decision levels and limits (begin with existing ones as starting point)	Recommended by CEO/FD	x			
		12	To establish a charging and remissions policy	Heads				x
		13	To appoint the Accounting Officer		x			
		14	Miscellaneous financial expenditure outside of the agreed budget	Heads/ FD				
		15	To enter into contracts which relate to the school in accordance with the financial limits	Head				
		16	To enter into contracts which affect more than one Trust school	Recommended by CEO/FD		x		
		17	To make payments within agreed financial limits	Finance team				

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		18	To approve capital spend within the agreed annual budget and financial limits	Head				X
		19	To approve capital spend within the agreed annual budget beyond financial limits	In consultation with the Premises Manager/FD		x		X
		20	Maintaining a register of formal contracts entered into, amounts paid and certificates of completion	FD PM				
		21	Retention of quotes obtained for goods, works and services	Head FD PM depending on contract		x		
		22	Scrutiny to ensure that all correct invoices are certified by authorised people before payments are made, and that the invoices and accompanying documentation (including quotations) are stored in a secure way and available for inspection .	FD		x		
		23	Authorisation of a tender document before it is published	FD		x		
	Audit	24	Appointment of auditors – recommendation by Trustees; appointed by Members		X			
		25	Compliance with keeping of accounting records for audit	FD		x		

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		26	Implementing recommendations arising from an auditor's inspection	FD		x		
Staff employment and teachers' pay	Staffing	27	Headteacher appointment (selection panel)	CEO	X for all church school staffing appointments involve Diocese representation			x
		28	Head of School/ Deputy/Lead Person Appointment (selection panel)	CEO				x
		29	Appoint other school teachers	Head				x
		30	Appoint school non teaching staff	Head				x
			CEO appointment		x			
			Central Trust staff appointment	CEO	x			
		31	Propose pay policy	CEO FD		x		
		32	Approve pay policy					
		33	Pay discretions for school staff (excluding headteacher) within limits of pay policy	Head				X
		34	Scrutiny of pay discretions	CEO			x	
		35	Establishing disciplinary /capability procedures	CEO		x		
		36	Disciplinary Panel	Head				x
		37	Disciplinary Appeals	CEO		x		
		37	Dismissal of headteacher	CEO	x			
		38	Dismissal other staff	Head				x
			Dismissal of Central Trust staff	CEO	x			

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		39	Suspend headteacher	CEO	X			
		40	Suspend other staff	Head				X
			Suspend Trust Central staff	CEO	x			
			Suspend CEO		x			
		41	Ending suspension (headteacher)	CEO	X			
		42	Ending suspension other staff	Head				X
			Ending suspension of central Trust staff	CEO	x			
			Ending suspension of CEO		x			
		43	Determining staff complement within agreed budget	Head				x
		44	Determined dismissal payments/early retirement	CEO /Head		x		
		45	Reviewing school headteacher performance appraisal and salary review	CEO (& 1 Trustee)		x		LGB
		46	Head Teacher Appeals			x		
		47	Teaching staff performance appraisal and salary review	Head				x
		48	Teacher Appeals			X (if insufficient governors)		x
		49	Support staff appraisal and salary review	Head				X
		50	Support staff Appeals					x
		51	Central Trust staff performance appraisal and salary review	CEO (but not for CEO)	X (subset)			
		52	Central Trust Staff Appeals		X (subset)			
			Devise a central Complaints policy	CEO	x			

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			Implement Complaints policy	Head				x
			Hear Complaints Appeals				x	
	Curriculum	53	Develop a curriculum policy	Head				x
		54	Approval of curriculum policy			x		
		55	Implement curriculum policy	Head				X
		56	Develop RE Curriculum Policy – in particular for church schools in relation to their protocols	Head				x
		57	Implement RE Curriculum Policy	Head				x
			Responsibility for ensuring Collective Worship	Head				x
			Scrutiny of ensuring Collective Worship	HL				
		58	Monitoring of standards of Teaching	Head/Hub Leader/CEO				x
		59	Monitoring of educational outcomes	Hub Leader/ CEO		x		x
		60	Responsibility and accountability for individual child's education (ECHP; Behaviour plan etc)	Head		x		x
		61	Provision of Relationship, Sex and Health education - to establish and keep up to date written policy	Head		x		x
		62	To establish a charging and remissions policy for activities	Head				x

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	Assessment and reporting	63	Ensuring statutory duties fulfilled in respect of assessment and reporting procedures	Head				x
		64	To develop a core assessment and reporting policy	CEO HL		x		
		65	To propose school appendices to assessment and reporting policy	Head				x
		66	To approve school appendices to assessment and reporting policy	CEO HL		x		
	School Improvement	67	To develop the Trust improvement plan	CEO	x	x	x	x
		68	To develop a school improvement plan in line with the Trust improvement plan	CEO HL in support Heads				x
		69	To implement school improvement plan	Head				x
		70	To review the impact of school improvement plan against KPI s	Head HL CEO		x		x
		71	To review the impact of Trust improvement plan against KPIs	CEO	x			
	Target Setting	72	To propose targets for pupil achievement & attainment	Heads				x
		73	To agree targets for pupil achievement & attainment	CEO /HL		x		
	Behaviour &	74	To establish a core behaviour policy	CEO		x		

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	Attendance							
		75	To establish school behaviour policy in line with core behaviour policy	Head				x
		76	To approve school behaviour policy			x		
		77	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 a public examination. (can be delegated to chair/vice chair in cases of urgency)					x
		78	To direct reinstatement of excluded pupils (can be delegated to chair/vice chair in cases of urgency)					x
		79	Appeals re exclusions				x	
		80	To establish a core attendance policy	CEO		x		
		81	To monitor behaviour and attendance	Head				x
		82	Scrutinise behaviour and attendance	CEO HL			x	
	Admissions	83	To propose a core admissions policy	CEO	x			

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		84	To propose school appendices to admissions policy	Head				x
		85	To approve the admissions appendices			X		
		86	Admissions: applications decisions	Heads				x
		87	Admissions: application appeals	Head				x
		88	To appeal against LA directions to admits pupils					x
	Premises and Insurance	89	Building insurance and personal liability	FD PM		x		
		90	Developing Trust wide building strategy	CEO PM		x		
		91	Maintaining buildings, including developing properly funded maintenance plan and procurement as required	CEO PM		x		
		92	Arranging security and maintenance of buildings and furniture on a day to day basis	Heads				x
		93	Maintaining an inventory of moveable items of equipment and checking the inventory annually	Heads				x
		94	Maintaining a record of all property borrowed by staff	Heads				x
		95	Authorising the disposal of all unusable and obsolete equipment in excess of £5000	heads				x

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		96	Authorising the disposal of all unusable and obsolete equipment in excess of £10,000	FD		x		
		97	Reviewing insurance cover	FD		X		
	Health and Safety	98	Determine the Health and safety policy	PM		x		
		99	To ensure that Health and Safety Regulations are followed	PM/Heads				x
		100	Undertake, review and update Risk assessments	Heads				x
	School organisation	101	To set the times of school sessions and the dates of school terms and holidays and consult on any proposed change		x			
		102	To ensure that the school meets for 380 sessions in a school year	Head				X
	Information for Parents	103	To ensure provision of free school meals to those pupils meeting the criteria	Head				X
	LGB Procedures	104	To draw up governing documents and any amendments thereafter		x			
		105	To appoint the chair of the LGB					x
		106	To hold a full LGB meeting at least 3 times in a school year or a meeting of a temporary GB as often as may be required					x

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		107	To appoint and remove members of the LGB (including Diocese for Church schools)					x
		108	To set up a register of governors' businesses and interests to be held centrally					x
		109	To approve the trustees/governors' expenses policy			X		
		110	To discharge duties in respect of pupils with special needs by appointing a responsible governor					x
		111	To consider whether or not to exercise delegation of functions to individuals					x
	Extended schools	112	To decide to offer additional activities and what form these should take	Head				X
		113	To put into place the additional services provided (where necessary)	Head				x
		114	To ensure delivery of services provided	head				x
		115	To cease providing extended school provision	Head				x
	Safeguarding	116	To determine a safeguarding policy	CEO		x		
		117	To be informed about serious safeguarding issues	CEO				x

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		118	To ensure that the safeguarding policy is implemented				x	x
		119	To scrutinise implementation of safeguarding policy	CEO/HL			x	
		120	Devise Data Protection policy	CEO		x		
		121	Implement Data Protection policy	Head				x
		122	Scrutinise Data Protection policy	CEO/HL			x	
		123	To prohibit political indoctrination and ensure balanced treatment of political issues					x
		124	Establish and maintain a single central record	Head				
		125	To scrutinise SCR procedures and compliance				x	x
	Policies	126	To determine, on an annual basis, those policies which will be developed by the Trust and mandatory for all schools	CEO	x			
		127	To provide on an annual basis, copies of all policies and procedures and a schedule for their review	heads				x
	Training	128	To develop training strategies across the MAT as required for all staff and governors	CEO				

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