



### **3. Directors' Powers and Responsibilities**

- 3.1 The Directors have overall responsibility and ultimate decision-making authority for all the work of the Company, including the establishing and running of schools. 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 self-evaluation key performance indicators and quality management processes. The Directors have the power to direct change where required.
- 3.2 The Directors have a duty to act in the fulfilment of the Company's objects.
- 3.3 Directors will have regard to the interests of the other Academies for which the Company is responsible in deciding and implementing any policy or exercising any authority in respect of the Academy. In light of this, the LGB also acknowledges the desire and obligation of the Directors to put in place measures to ensure that any Academy for whom the Company is responsible is supported when the need arises. Where this may have a financial impact on the Academy, any policy will first be discussed with the LGB and their views taken into account in relation to the setting and implementation of any such policy. LGBs will be required to obtain Directors' approval for expenditure which will cause the 'in year' budget to go into deficit or above £[10,000] exclusive of VAT.
- 3.4 Article 101 provides for the appointment by the Directors of committees to whom the Directors may delegate certain of the functions of the Directors. The LGB of an Academy is a committee formed by the Directors and derives its power from the Directors. The LGB is responsible for fulfilling a largely strategic role in the conduct of an Academy (or federation of Academies) in conjunction with a Head teacher who is responsible for the internal organisation, management and control of the Academy (or federation of Academies).
- The Directors may also delegate responsibility to the Head teacher.
- 3.5 The constitution, membership and proceedings of the LGB is determined by the Directors and this Scheme of Delegation expresses those matters as well as acknowledges the authority delegated to the LGB in order to enable the LGB to run the Academy and fulfil the Academy's mission.
- 3.6 The Local Governing Bodies of two or more Academies may decide to collaborate or pool resources to further the objects of the Company more efficiently, whether along geographical lines or otherwise. The Directors will support and facilitate such collaboration. The Local Governing Bodies who are collaborating shall keep the Directors informed of such collaboration in order to help the Directors provide effective support.

### **4. Constitution of the Local Governing Body**

- 4.1 Members of the LGB
- 4.1.1 The number of people who sit on the LGB shall be not less than three but, unless otherwise determined by the Directors, shall not be subject to any maximum. The exact constitution of each LGB must be agreed by the

Directors and permission sought before changes are made. It will be for the Directors to ratify any changes within a Governing Body's membership.

- 4.1.2 The LGB shall have, as a minimum the following members:
  - 4.1.2.1 1 Staff member, appointed under clause 4.2.1;
  - 4.1.2.2 2 Parent members elected or appointed under clause 4.2.4;
  - 4.1.2.3 A member of the senior leadership team of the school ("SLT representative");
  - 4.1.2.4 up to [] members appointed by the Directors pursuant to clause 4.2.10; and
  - 4.1.2.5 up to [ ] members to be known as 'Community' governors.

and the current composition of the LGB of the Academy will be made available to the Company Secretary. No changes to the composition of the LGB may be made without the consent of the Directors.

- 4.1.3 The LGB may also have affiliated members appointed under clause 4.3.
- 4.1.4 The Directors (all or any of them) will also be entitled to serve on the LGB and attend any meetings of the LGB. Any Director attending a meeting of the LGB with the consent and at the direction of the Directors will count towards the quorum for the purposes of the meeting and be entitled to vote on any resolution being considered by the LGB.
- 4.1.5 All persons appointed or elected to the LGB shall give a written undertaking to the Directors to uphold the object of the Company.

## 4.2 Appointment of members of the LGB

- 4.2.1 The LGB may appoint employees of the Academy to serve on the LGB through such process as they may determine, provided that the total number of such persons (including the SLT representative) does not exceed one third of the total number of persons on the LGB. The positions held by those employed at the Academy (e.g. teaching and non-teaching) may be taken into account when considering appointments.
- 4.2.2 Unless the Directors agree otherwise, in appointing persons to serve on the LGB who are employed at the Academy the LGB shall invite nominations from all staff employed under a contract of employment or a contract for services or otherwise engaged to provide services to the Academy (excluding the SLT representative) 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 will be determined by the LGB.
- 4.2.3 Subject to clause 4.2.8, the parent members of the LGB will be elected by parents of registered pupils at the Academy and he or she must be a parent of a pupil at the Academy at the time when he or she is elected.

- 4.2.4 The LGB shall make all necessary arrangements for, and determine all other matters relating to, an election of the parent members of the LGB, including any question of whether a person is a parent of a registered pupil at the Academy. Any election of persons who are to be the parent members of the LGB which is contested shall be held by secret ballot.
  - 4.2.5 The arrangements made for the election of the parent members of the LGB shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he prefers, by having his ballot paper returned to the Academy by a registered pupil at the Academy.
  - 4.2.6 Where a vacancy for a parent member of the LGB is required to be filled by election, the LGB shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
  - 4.2.7 The number of parent members of the LGB required shall be made up by persons appointed by the LGB if the number of parents standing for election is less than the number of vacancies.
  - 4.2.8 In appointing a person to be a parent member of the LGB pursuant to clause 4.2.7, the LGB shall appoint a person who is the parent of a registered pupil at the Academy; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.
  - 4.2.9 The Directors may appoint additional members to the LGB to serve for the term specified in clause 4.4.
  - 4.2.10 When appointing a member to fill any vacancy, the LGB shall have due regard for any skill gap of the LGB at the time.
- 4.3 Affiliated members of the Local Governing Body
- 4.3.1 The LGB may recommend to the Directors persons to be "Affiliated" to the LGB the number of whom should be approved, in writing, by the Board of Directors to fulfil specifically identified roles. A person "Affiliated" to the LGB means a person who is to serve on the LGB without having been appointed or elected to serve on the LGB. The LGB may not affiliate a person who is employed at the Academy if thereby the number so employed serving on the LGB would exceed one third of the total number of persons serving on the LGB (including the SLT representative).
- 4.4 Term of office
- 4.4.1 The term of office for any person serving on the LGB will be 4 years, save that this time limit will not apply to the SLT representative, who will serve for as long as he or she remains in office, and persons who are "Affiliated" to the LGB who will serve for 1 year. Subject to remaining eligible to be a particular type of member on the LGB, any person may be re-appointed or re-elected (including being "Affiliated" again) to the LGB.
- 4.5 Resignation and removal

- 4.5.1 A person serving on the LGB shall cease to hold office if he resigns his office by notice to the LGB (but only if at least three persons will remain in office when the notice of resignation is to take effect).
- 4.5.2 A person serving on the LGB shall cease to hold office if he is removed by the person or persons who appointed him. Whilst at the same time as acknowledging that no reasons need to be given for the removal of a person who serves on the LGB by a person or persons who appointed him, any failure to uphold the values of the Company and/or the Academy or to act in a way which is appropriate in light of this Scheme of Delegation will be taken into account. A person may also be removed by the Directors but only after the Directors have given due regard to any representations by the LGB. This clause does not apply in respect of a person who is serving as a parent member on the LGB.
- 4.5.3 If any person who serves on the LGB in his capacity as an employee at the Academy ceases to work at the Academy then he will be deemed to have resigned and shall cease to serve on the LGB automatically on termination of his work at the Academy.
- 4.5.4 Where a persons who serves on the LGB resigns his office or is removed from office, that person or, where he is removed from office, those removing him, shall give written notice thereof to the LGB who shall inform the Directors.
- 4.6 Disqualification of members of the Local Governing Body
- 4.6.1 No person will be qualified to serve on the LGB unless he is aged 18 or over at the date of his election or appointment. No current pupil of the Academy will be entitled to serve on the LGB.
- 4.6.2 A person serving on the LGB shall cease to hold office if he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.
- 4.6.3 A person serving on the LGB shall cease to hold office if he is absent without the permission of the Chair of the LGB from all the meetings of the LGB held within a period of six months and the LGB resolves that his office be vacated.
- 4.6.4 A person shall be disqualified from serving on the LGB if:
- 4.6.4.1 his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
- 4.6.4.2 he is the subject of a bankruptcy restrictions order or an interim order.
- 4.6.5 A person shall be disqualified from serving on the LGB at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

- 4.6.6 A person serving on the LGB shall cease to hold office if he would cease to be a director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 4.6.7 A person shall be disqualified from serving on the LGB if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.
- 4.6.8 A person shall be disqualified from serving on the LGB at any time when he is:
- 4.6.8.1 included in the Children’s Barred List kept by the Disclosure and Barring Service (‘DBS’) in accordance with section 142 of the Education Act 2002; or
  - 4.6.8.2 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 LGB if he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.
- 4.6.10 A person shall be disqualified from serving on the LGB where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 178 of the Charities Act 2011.
- 4.6.11 After the Academy has opened, a person shall be disqualified from serving on the LGB if he has not provided to the chairman of the LGB a DBS certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the chairman or the SLT representative confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.
- 4.6.12 Where, by virtue of this Scheme of Delegation, a person becomes disqualified from serving on the LGB; and he was, or was proposed, to so serve, he shall upon becoming so disqualified give written notice of that fact to the LGB.
- 4.6.13 This clause 4.6 and paragraph 2 of the Schedule shall also apply to any member of any committee of the LGB who is not a member of the LGB.

## **5. Delegated Powers**

## 5.1 General Provisions

- 5.1.1 Subject to provisions of the Companies Act 2006, the Articles and to any directions given by the Members of the Company following a special resolution, the management of the business of the Academy will be delegated by the Directors to the LGB who may exercise all the powers of the Company in so far as they relate to the Academy, in accordance with the terms of this Scheme of Delegation. No alteration of the Articles and no such direction will invalidate any prior act of the LGB which would have been valid if that alteration had not been made or that direction had not been given. Except as provided for in this Scheme of Delegation, the powers given by this Scheme of Delegation will not be limited by any special power given to the Directors by the Articles or to the LGB by this Scheme of Delegation and a meeting of the LGB at which a quorum is present may exercise all the powers so delegated.
- 5.1.2 In general terms, the responsibility of the Directors in so far as the business of the Academy is concerned is to determine the policy and procedures of the Academy and to consider and respond to strategic issues. Whilst the Directors are free to decide what constitutes a strategic issue, having regard to all the circumstances, unless a matter is identified as a strategic issue and/or is identified as being the responsibility of the Directors under this Scheme of Delegation, the responsibility for such matter will be that of the LGB.
- 5.1.3 In the exercise of its powers and functions, the LGB will consider any advice given by the SLT representative and any other executive officer as well as the Directors.

## 5.2 Ethos and Values

- 5.2.1 Whilst the LGB is responsible for ensuring that the Academy is conducted in accordance with its ethos and values referred to in clause 2, the determination of the Academy's ethos and mission statement will be the responsibility of the Directors.
- 5.2.2 At all times, the Directors and the LGB shall ensure that the Academy is conducted in accordance with the object of the Company, the terms of any trust governing the use of the land which is used for the purposes of the Academy and any agreement entered into with the Secretary of State for the funding of the Academy.

## 5.3 Finance

- 5.3.1 In acknowledgement of the receipt by the Directors of funds in relation to the Academy; provided by the Secretary of State, donated to the company and generated from the activities of the Company, the Directors will be responsible for the management of and expenditure of all monies received on account of the Academy for the purposes of the Academy.
- 5.3.2 The Directors have the power to enter into contracts on behalf of the Company in so far as they relate to the Academy in accordance with clause 3.3.

5.3.3 The accounts of the Company shall be the responsibility of the Directors.

#### 5.4 Premises

5.4.1 Subject to and without prejudice to clauses 5.3.2 and 5.4.4, the maintenance of the buildings and facilities used in respect of the Academy is the responsibility of the LGB, who shall have regard at all times to the safety of the users of the buildings and the facilities and the legal responsibilities of the Directors (and/or any others) as owners of such buildings and facilities.

5.4.2 The LGB shall in conjunction with the Directors 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 LGB's responsibility to ensure the buildings and facilities are maintained to a good standard.

5.4.3 The responsibility for any disposals or acquisitions of land to be used by the Academy will be that of the Directors.

5.4.4 Insuring the land and buildings used by the Academy will be the responsibility of the Directors who will recover the cost from the budget delegated to the LGB to the extent the same is not otherwise reclaimed directly from the Education Funding Agency.

5.4.5 The LGB will notify the Directors as soon as reasonably practicable following the occurrence of an event in respect of which insurance has been obtained. The responsibility for notifying the insurers is the LGB. The Directors and the LGB will provide each other with all necessary information and assistance as may be helpful in the management of any insurance claims.

#### 5.5 Resources

##### 5.5.1 Appointments

###### Head teacher

5.5.1.1 The Directors in consultation with the LGB will appoint the Head teacher and any other post with senior leadership responsibilities, should the Directors so require. The Directors and the LGB may delegate such powers and functions as they consider are required by the Head teacher for the internal organisation, management and control of the Academy (including the implementation of all policies approved by the Directors and the LGB and for the direction of the teaching and curriculum at the Academy).

###### Other Staff

5.5.1.2 The Directors may delegate to the LGB, and in turn the LGB may delegate to an appropriate committee of the LGB, the power to appoint staff to all posts other than those set out in clause 5.5.1.1, provided that the LGB has obtained the written consent of the Head teacher and, another Director, to all appointments made in accordance with this clause 5.5.1.2.

## 5.5.2 Performance Management

5.5.2.1 The Directors shall carry out or delegate to either the Head teacher, LGB and/or an appropriate committee the performance management of all staff (excluding the Head teacher) and shall put in place procedures for the proper professional and personal development of staff. The Directors in consultation with the LGB shall manage the performance of the Head teacher.

## 5.6 Curriculum and Standards

5.6.1 The LGB shall support the Directors in the setting and review of the curriculum and shall have regard to any views of the Directors in recognition of the Directors' obligation to the Secretary of State to provide a broad and balanced curriculum.

5.6.2 The LGB shall support the Directors in being responsible for the standards achieved by the Academy and the pupils attending the Academy and shall follow such advice and recommendations of the Directors as they might issue from time to time.

5.6.3 The LGB support the Directors in being responsible for the setting and review from time to time of the Academy's admissions policy provided that no change will be made to the admissions criteria without the written consent of the Directors.

5.6.4 Any decision to expand the Academy shall be that of the Directors but who shall have regard to the views of the LGB.

## 5.7 Business Activities

5.7.1 Whilst the undertaking of any activities which would be described as part of the Academy's "extended schools agenda" or any activities designed to generate business income, would be the responsibility of the LGB, this shall only be undertaken in a manner consistent with any policy set by the Directors and having regard to the viability of such activities, the impact on the Academy's activities and any financial implications, such as the threat of taxation in light of the Company's charitable objects and any threat to funding provided by the Secretary of State.

## 5.8 Regulatory Matters

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

## **6. Operational Matters**

6.1 The LGB shall comply with the obligations set out in the Schedule which deals with the day to day operation of the LGB.

6.2 The LGB will adopt and will comply with all policies of the Directors communicated to the LGB from time to time.

- 6.3 Both the Directors and all members of the LGB have a duty to act independently and not as agents of those who may have appointed them and will act with integrity, objectivity and honesty in the best interests of the Company and the Academy and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.
- 6.4 The LGB will review its policies and practices on a regular basis, having regard to recommendations made by the Directors from time to time, in order to ensure that the governance of the Academy is best able to adapt to the changing political and legal environment.
- 6.5 The LGB shall provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Directors may require from time to time.
- 6.6 The LGB shall submit to any inspections by the Directors to assess how well the Academy is being managed in light of the additional responsibilities and expectations of schools which are academies.
- 6.6 The LGB shall work closely with and shall promptly implement any advice or recommendations made by the Directors in the event that intervention is either threatened or is carried out by the Secretary of State and the Directors expressly reserve the unfettered right to review or remove any power or responsibility conferred on the LGB under this Scheme of Delegation in such circumstances.
- 6.7 The LGB will work closely with the other Academies in the Trust to support and provide guidance where necessary. They will also take note and implement any policies or precedents that the Trust decides to adopt however the Trust agrees to consider the view of the LGB in relation to any changes to these policies and procedures and any items of best practices that would benefit other schools within the Trust.
- 6.8 The LGB will abide by Exeter Learning Academy Trust "non-negotiables" which have been put in place by the Trust for the benefit and harmonisation of all Academies within the Trust structure. These are namely:
- Shared Values;
  - Moral Purpose;
  - Distributed Leadership;
  - Success Behaviours;
  - Right Respecting;
  - Raising Standards;
  - Committed to Inclusion;
  - A Calm and Safe Learning Environment;
  - Embracing New Technology;
  - A Dynamic Curriculum;
  - Empowering Pupils;

- Professional Developments;
- Partnership with Parents;
- High Quality Governance;
- Health and Sustainability; and
- A Well Maintained Physical Environment.

6.9 Notwithstanding the above, the Directors and the Local Governing Body acknowledge the value of maintaining a good working relationship particularly in light of the levels of delegated responsibility within the Company and the impact this may have on the ability of the Directors to react when standards are falling and/or there is evidence of financial imprudence exposing the Local Governing Body and possibly more widely the Company itself to a threat of intervention. The Directors and the Local Governing Body in such circumstances make the following commitments to each other:

- 6.9.1 to discuss openly any situation which may in the opinion of either potentially lead to a threat of intervention by the Secretary of State;
- 6.9.2 to use all reasonable endeavours to agree the measures to be taken to improve standards and the performance of the Academy and to support each other in the implementation of those measures;
- 6.9.3 to allow each other the opportunity to effect improvements at the Academy through directions to be issued to persons appointed by the Local Governing Body in relation to the governance of the Academy provided such steps do not seek to undermine the collaborative and respectful approach being adopted by each.

## **7. Annual Review**

- 7.1 This Scheme of Delegation shall operate from the Effective Date in respect of the named Academy.
- 7.2 Notwithstanding this being the first Scheme of Delegation to apply in respect of the Academy, the Directors will have the absolute discretion to review this Scheme of Delegation at least annually and to alter any provisions of it.
- 7.3 In considering any material changes to this Scheme of Delegation or any framework on which it is based, the Directors will have regard to and give due consideration of any views of the LGB.

## **SCHEDULE**

### **Functioning of the Local Governing Body**

#### **1. Chairman and Vice-Chairman of the Local Governing Body**

- 1.1 The members of the LGB shall each school year, at their first meeting in that year, subject to the approval of the Directors, elect a chairman and a vice-chairman from among their number 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 Company (whether or not at the Academy) nor a person who is at the time of election already a Director of the Company (except where such person is a Director by virtue of being the incumbent chairman) shall be eligible for election as chairman or vice-chairman, noting for the avoidance of doubt that once elected the chairman will be eligible to serve as a Director of the Company pursuant to the provisions of Articles 51 and 52.
- 1.2 Subject to paragraph 1.4, the chairman or vice-chairman shall hold office as such until his successor has been elected in accordance with this clause 1.
- 1.3 The chairman or vice-chairman may at any time resign his office by giving notice in writing to the LGB. The chairman or vice-chairman shall cease to hold office if:
  - 1.3.1 he ceases to serve on the LGB;
  - 1.3.2 he is employed by the Company whether or not at the Academy;
  - 1.3.3 he is removed from office in accordance with this Scheme of Delegation; or
  - 1.3.4 in the case of the vice-chairman, he is elected in accordance with this Scheme of Delegation to fill a vacancy in the office of chairman.
- 1.4 Where by reason of any of the matters referred to in paragraph 1.3, a vacancy arises in the office of chairman or vice-chairman, the members of the LGB shall at its next meeting elect one of their number to fill that vacancy.
- 1.5 Where the chairman is absent from any meeting or there is at the time a vacancy in the office of the chairman, the vice-chairman shall act as the chair for the purposes of the meeting.
- 1.6 Where in the circumstances referred to in paragraph 1.5 the vice-chairman is also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the members of the LGB shall elect one of their number to act as a chairman for the purposes of that meeting, provided that the person elected shall neither be a person who is employed by the Company whether or not at the Academy nor a Director.
- 1.7 A Director shall act as chairman during that part of any meeting at which the chairman is elected or where the Secretary of State threatens intervention.

- 1.8 Any election of the chairman or vice-chairman which is contested shall be held by secret ballot.
- 1.9 The chairman or vice-chairman may only be removed from office by the Directors at any time or by the LGB in accordance with this Scheme of Delegation.
- 1.10 A resolution to remove the chairman or vice-chairman from office which is passed at a meeting of the LGB shall not have effect unless:
  - 1.10.1 it is confirmed by a resolution passed at a second meeting of the LGB held not less than fourteen days after the first meeting; and
  - 1.10.2 the matter of the chairman's or vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.

Before a resolution is passed by the LGB at the relevant meeting as to whether to confirm the previous resolution to remove the chairman or vice-chairman from office, the person or persons proposing his removal shall at that meeting state their reasons for doing so and the chairman or vice-chairman shall be given an opportunity to make a statement in response.

## **2. Conflicts of Interest**

- 2.1 Any member of the LGB who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a member of the LGB shall disclose that fact to the LGB as soon as he becomes aware of it. A person must absent himself from any discussions of the LGB in which it is possible that a conflict will arise between his duty to act solely in the interests of the Academy and any duty or personal interest (including but not limited to any Personal Financial Interest).
- 2.2 For the purpose of paragraph 2.1, a person has a Personal Financial Interest if he is in the employment of the Company or is in receipt of remuneration or the provision of any other benefit directly from the Company or in some other way is linked to the Company or the Academy.
- 2.3 In any conflict between any provision of this Scheme of Delegation and the Articles, the Articles will prevail.
- 2.4 Any disagreement between the members of the LGB and the Head teacher or the SLT representative or any subcommittee of the LGB will be referred to the Directors for their determination.

## **3. The Minutes**

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

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

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

#### **4. Committees**

4.1 Subject to this Scheme of Delegation, the LGB may establish any subcommittee. The constitution, membership and proceedings of any subcommittee shall be determined by the LGB but having regard to any views of the Directors. The establishment, terms of reference, constitution and membership of any subcommittee shall be reviewed at least once in every twelve months. The membership of any subcommittee may include persons who do not also serve on the LGB, provided that a majority of the members of any such subcommittee shall be members of the LGB or Directors. The LGB may determine that some or all of the members of a subcommittee who are not Directors or who do not serve on the LGB shall be entitled to vote in any proceedings of the subcommittee. No vote on any matter shall be taken at a meeting of a subcommittee unless the majority of members of the subcommittee present either are Directors or who serve on the LGB.

#### **5. Delegation**

5.1 Provided such power or function has been delegated to the LGB, the LGB may further delegate to any person serving on the LGB, committee, the Head teacher or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions either the Directors or the LGB may impose and may be revoked or altered. The terms of reference for any sub-committee of the LGB shall be consistent with any policy or statement of recommended practice issued from time to time by the Directors.

5.2 Where any power or function of the Directors or the LGB is exercised by any subcommittee, any Director or member of the LGB, the Head teacher or any other holder of an executive office, that person or subcommittee shall report to the LGB in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the LGB immediately following the taking of the action or the making of the decision.

#### **6. Meetings of the Local Governing Body**

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

6.2 The LGB shall meet at least three times in every school year.

Meetings of the LGB shall be convened by the clerk to the LGB. In exercising his functions under this Scheme of Delegation the clerk shall comply with any direction:

6.2.1 given by the Directors or the LGB; or

6.2.2 given by the chairman of the LGB or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the LGB, so far as such

direction is not inconsistent with any direction given as mentioned in 6.2.1 above.

- 6.3 Any three members of the LGB may, by notice in writing given to the clerk, requisition a meeting of the LGB; and it shall be the duty of the clerk to convene such a meeting as soon as is reasonably practicable.
- 6.4 Each member of the LGB shall be given at least seven clear days before the date of a meeting:
- 6.4.1 notice in writing thereof, signed by the secretary, and sent to each member of the LGB at the address provided by each member from time to time; and
- 6.4.2 a copy of the agenda for the meeting;
- provided that where the chairman or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.
- 6.5 The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.
- 6.6 A resolution to rescind or vary a resolution carried at a previous meeting of the LGB shall not be proposed at a meeting of the LGB unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.
- 6.7 A meeting of the LGB shall be terminated forthwith if:
- 6.7.1 the members of the LGB so resolve; or
- 6.7.2 the number of members present ceases to constitute a quorum for a meeting of the LGB in accordance with paragraph 6.10, subject to paragraph 6.12.
- 6.8 Where in accordance with paragraph 6.7 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the secretary as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.
- 6.9 Where the LGB resolves in accordance with paragraph 6.7 to adjourn a meeting before all the items of business on the agenda have been disposed of, the LGB shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the clerk to convene a meeting accordingly.
- 6.10 Subject to paragraph 6.12, the quorum for a meeting of the LGB, and any vote on any matter thereat, shall be any three of the members of the LGB, or, where greater, any one third (rounded up to a whole number) of the total number of persons holding office

on the LGB at the date of the meeting. If the Directors have appointed any additional members of the LGB pursuant to clause 4.1.2.5 of this Scheme of Delegation then a majority of the quorum must be made up of such persons.

- 6.11 The LGB 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 member;
  - 6.12.2 any vote on the removal of a person in accordance with this Scheme of Delegation;
  - 6.12.3 any vote on the removal of the chairman of the LGB; shall be any two-thirds (rounded up to a whole number) of the persons who are at the time persons entitled to vote on those respective matters and the SLT representative.
- 6.13 Subject to this Scheme of Delegation, every question to be decided at a meeting of the LGB shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the LGB has one vote.
- 6.14 Subject to paragraphs 6.10 — 6.12, where there is an equal division of votes, the chairman of the meeting shall have a casting vote in addition to any other vote he may have.
- 6.15 The proceedings of the LGB shall not be invalidated by
  - 6.15.1 any vacancy on the board; or
  - 6.15.2 any defect in the election, appointment or nomination of any person serving on the LGB.
- 6.16 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the LGB or of a subcommittee of the LGB, shall be valid and effective as if it had been passed at a meeting of the LGB or (as the case may be) a subcommittee of the LGB duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the LGB and may include an electronic communication by or on behalf of the LGB indicating his or her agreement to the form of resolution providing that the member has previously notified the LGB in writing of the email address or addresses which the member will use.
- 6.17 Subject to paragraph 6.18, the LGB shall ensure that a copy of:
  - 6.17.1 the agenda for every meeting of the LGB;
  - 6.17.2 the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
  - 6.17.3 the signed minutes of every such meeting; and

- 6.17.4 any report, document or other paper considered at any such meeting, are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.
- 6.18 There may be excluded from any item required to be made available in pursuance of paragraph 6.17, any material relating to:
  - 6.18.1 a named teacher or other person employed, or proposed to be employed, at the Academy;
  - 6.18.2 a named pupil at, or candidate for admission to, the Academy; and
  - 6.18.3 any matter which, by reason of its nature, the LGB is satisfied should remain confidential.
- 6.19 Any member of the LGB may participate in meetings of the LGB by telephone or video conference provided that:
  - 6.19.1 he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or appropriate details of the video conference suite from which he will be taking part at the time of the meeting at least 48 hours before the meeting; and
  - 6.19.2 the LGB has access to the appropriate equipment, and 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 LGB) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In 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 LGB to its members either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the LGB by the member. A member whose registered address is not within the United Kingdom and who gives to the LGB an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member is entitled to receive any notice from the LGB.
- 7.3 A member of the LGB present, either in person or by proxy, at any meeting of the LGB shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 7.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance

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

## **8. Indemnity**

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