



EXCEED ACADEMIES TRUST

SCHEME OF DELEGATION

1 SCHEME OF DELEGATION

- 1.1 This Scheme of Delegation (“Scheme”) is made between Exceed Academies Trust (“the Trust”) and the Local Governing Bodies (“LGB”) in accordance with the provisions of the Trust’s Articles of Association (the “Articles”).
- 1.2 This Scheme has been put in place by the Trustees and is effective from 1st December 2016 (“the Effective Date”). References to the Trust Board in this Scheme are to the Trustees of the Trust acting together.
- 1.3 The Scheme explains the ways in which the Trustees fulfil their responsibilities for the leadership and management of the Academy, the respective roles and responsibilities of the Trustees and the members of the LGB and the commitments to each other to ensure the success of the Academy.
- 1.4 Subject to the requirements of the Trust, and within the parameters set out in this Scheme, the Trust Board delegates to the LGB the general control and management of the administration of the Academy which shall be discharged by the LGB in accordance with this Scheme and:
- (a) the Companies Act 2006;
 - (b) the Charities Act 2011;
 - (c) the Articles;
 - (d) the strategic plan and policies of the Trustees;
 - (e) any budget set by the Trustees for the Academy;
 - (f) any directions given and rules and regulations set by the Trustees;
 - (g) consideration of any advice properly given by or on behalf of the Trustees; and
 - (h) any advice published from time to time by the Department for Education and Ofsted;
- 1.5 Responsibilities and powers delegated to the LGB may be further delegated to the Principal / Headteacher of the Academy by prior agreement by the Trust Board. It should be remembered that although decisions may be delegated, the Trust Board remain accountable and collectively responsible for any decision made by the LGB, the Principal / Headteacher of the Academy under delegation and the exercise of all delegated powers.
- 1.6 The LGB must comply with the obligations set out in this Scheme which deal with the functioning of the LGB and abide by the limits on its authority specified in Appendix 1.
- 1.7 The members of the LGB have a duty to act independently, managing any conflicts of interest in accordance with Appendix 2 and must at all times act with integrity, objectivity and honesty in the best interests of the Trust and the Academy and must be open about decisions and be prepared to justify those decisions.

- 1.8 The LGB shall adopt, and must comply with, the policies laid down by the Trustees from time to time. All policies referred to in this Scheme mean those currently in existence by that title and published at www.exceedacademiestrust.co.uk.
- 1.9 The LGB shall review its policies and practices on a regular basis, having regard to recommendations made by the Trustees from time to time, in order to ensure that the governance of the Academy is best able to adapt to the changing political and legal environment.
- 1.10 The LGB must promptly provide (in writing if required) such data and information regarding the business of the Academy and the pupils attending the Academy as the Trustees may from time to time require.
- 1.11 The LGB shall submit to periodic inspections by the Trustees, any inspections pursuant to section 48 of the Education Act 2005 and any other inspections made by regulators from time to time.
- 1.12 The LGB shall work closely with, and shall promptly and co-operatively implement any advice given or recommendations made by the Trustees in the event that intervention is either threatened or is carried out by the Secretary of State. The Trustees expressly reserve the unfettered right to review and/or remove any power or responsibility conferred on the LGB under this Scheme of Delegation in such circumstances. See Appendix 3.
- 1.13 Members of the LGB shall be appointed by the Trustees in accordance with the Articles and Appendix 2 to this Scheme.
- 1.14 The LGB shall function in accordance with the provisions set out in Appendix 2 to this Scheme.
- 1.15 **Extended schools/trading activities/voluntary income**
 - 1.15.1 Whilst the undertaking of any activities which would be described as part of the Academy's "extended schools agenda" or any Academy specific activities designed to generate business income, shall be the responsibility of the LGB, this shall only be undertaken in a manner consistent with any policy and requirements set by the Trustees and paragraph 1.15.2.
 - 1.15.2 In undertaking any activities referred to in paragraph 1.15.1:
 - (a) the LGB must ensure that any policy is consonant with the trusts and ethos of the Academy; and
 - (b) the LGB shall have regard to the viability of such activities, the impact on the Academy's activities and any financial implications, such as the threat of taxation in light of the Trust's charitable objects and any threat to funding provided by the Secretary of State; and
 - (c) the LGB shall discuss and agree with the Trustees any plans to generate voluntary (i.e. non grant) funds (including any restricted funds) exceeding £5,000; and
 - (d) the LGB must ensure that proper accounts are kept showing the receipt and use of such funds and the extent to which such funds are restricted, in the light of the obligation on the Trust to note these funds separately in the accounts of the Trust. Details of such funds must be contained in the management accounts to be provided to the Trustees; and
 - (e) the LGB shall provide the Trustees with such supplemental information in respect of the Academy's trading and supplemental activities as the Trustees may require from time to time; and

- (f) in the event that the level of trading in respect of the Academy for any tax year has exceeded or shall or is likely to, in the next tax year, exceed £5,000 the LGB shall advise the Trustees of the same and obtain their specific consent in writing to continue trading.

1.15.3 The LGB shall provide an annual report to the Trustees detailing such activities, including such details as the Trustees may specify from time to time.

2 VALUES

2.1 The LGB shall be responsible for ensuring that the Academy is conducted in accordance with its agreed values. The determination of the Academy's mission statement shall be the responsibility of the LGB.

2.2 At all times, the Trustees and the LGB shall ensure that the Academy is conducted in accordance with the charitable objects of the Trust, and any agreement entered into with the Secretary of State for the funding of the Academy.

3 MEMBERS OF THE LGB AGREE TO:

3.1 Attend such training as reasonably required by the Trust in order to update and improve the knowledge and skills available to enable the LGB to fulfil its role in respect of the Academy as part of, and operated by the Trust;

3.2 Provide the information required by the Trust in the form indicated in the Scheme and not to withhold any information which the Trust reasonably requires.

4 BUDGETS AND FINANCE

4.1 General provisions

4.1.1 The LGB shall ensure proper procedures are in place for the safeguarding of funds, and that the requirements of the Academies Financial Handbook and all requirements and recommendations of the Trustees and the Secretary of State are observed in full at all times by the LGB and the Academy.

4.1.2 The LGB shall promptly inform the Trustees of any need for significant unplanned expenditure, and must discuss with the Trustees options for identifying available funding.

4.1.3 The LGB must comply in full with the Trust's Financial Regulations and shall develop appropriate risk management strategies. The LGB shall at all times adopt financial prudence in managing the financial affairs of the Trust in so far as these relate to the Academy.

4.1.4 In the exercise of its powers and functions, the LGB must follow all recommendations given by the Chief Executive Officer of the Trust ("CEO") and/or the Trustees.

4.1.5 Any bank account in which any money of the Trust which relates to the Academy 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 LGB.

5 PROCUREMENT AND ESSENTIAL SERVICES

5.1 Central Essential Services

The Trust Board shall determine, having regard to but not being bound by, the view and

recommendations of the LGB, the scope of mandatory core services to be procured and delivered by the Trust on behalf of its academies and shall deliver those services ensuring that they represent good value for money.

5.2 Non-Central Essential Services

The Trust Board shall also determine those essential services which must be procured by each Academy. The LGB shall ensure that such services are procured ensuring that they represent value for money.

6 **BUDGET AND BUDGET PLAN**

6.1 The Trust Board shall determine the proportion of the overall Academy budget to be retained for central essential services and shall inform the LGB of the balance (the "Budget").

6.2 Subject to the limitations set out in Appendix 1, the LGB may enter into contracts on behalf of the Trust in so far as they relate to the Academy.

6.3 The LGB shall develop the individual Budget Plan for spending the budget in accordance with the Academies Financial Handbook and the School Development Plan and shall present the proposed Budget Plan to the Trust Board for approval each financial year of the Trust.

6.4 The Trust Board shall approve the Budget Plan provided that:

- It is consistent with the Academies Financial Handbook
- It is consistent with the ethos of the Trust and the Academy;
- It is consistent with all policies published by the Trust;
- It is consistent with the Trust's obligations under its funding agreements with the Secretary of State;
- It represents what the Trust Board considers to be the most appropriate allocation of resources consistent with the Development Plan for the Academy.

7 **FINANCIAL MONITORING**

7.1 The LGB shall:

7.1.1 Monitor the monthly expenditure of the Academy against the approved Budget Plan;

7.1.2 Enter into contracts within the financial limits published by the Trust Board from time to time (Exceed Academy Trust's Financial Regulations) and within the Budget Plan;

7.1.3 Observe the policy on charging and remissions published by the Trust Board from time to time;

7.1.4 Not agree to any expenditure outside of the approved Budget Plan without the prior written approval of the Trust Board; and

7.1.5 Provide (in writing if required) such information about the finances of the Academy as often and in such format as the Trustees may require. Without prejudice, report on the financial position of the Academy to the Trust Board in the format required by the tenth day of the month immediately following the month to which the management accounts relate.

8 PREMISES, INSURANCE AND HEALTH AND SAFETY

8.1 Premises

- 8.1.1 The LGB shall develop an estate management strategy, which shall identify the suitability of buildings and facilities in light of the needs of the Academy 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.
- 8.1.2 Subject to and without prejudice to clauses 6.2 and 8.2.2, 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 Trustees (and/or any others) and the Trust as the tenant of such buildings and facilities.
- 8.1.3 The responsibility for any disposals or acquisitions of land to be used by the Academy shall be that of the Trustees alone. The LGB must also obtain the Trustees' prior written approval to any other agreement in connection with the use or enjoyment of such land. Where land is not owned or leased by Exceed Academies Trust, the LGB must obtain the prior written approval of the Trustees, who will ensure that appropriate third party consents have been obtained before providing their consent.

8.2 Insurance

- 8.2.1 The Trust shall put into effect an insurance policy for buildings, public liability, business continuity and officer's liability in accordance with the Articles.
- 8.2.2 Insuring the land and buildings used by the Academy shall be the responsibility of the Trustees who shall recover the cost from the budget delegated to the LGB.
- 8.2.3 The LGB will notify the Trustees as soon as reasonably practicable following the occurrence of an event in respect of which insurance has been obtained. The responsibility for notifying the insurers is with the Principal, under the supervision of the LGB. 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.

8.3 Health and Safety

- 8.3.1 The LGB shall ensure that the Academy implements and complies with the Health and Safety Policy published by the Trust from time to time.

9 STAFFING AND RESOURCES

9.1 Appointments

- 9.1.1 The LGB may make representations and recommendations in respect of the appointment of the Principal in conjunction with the CEO, but the Principal shall be appointed by the Trust Board in accordance with the Articles.
- 9.1.2 The LGB must ensure there is at least one representative of the Trust Board on appointment panels for all senior leadership team positions and shall consult with the CEO in respect of any senior leadership team appointments.
- 9.1.3 The LGB must notify the Trust Board immediately if a vacancy at senior leadership level (leadership scale) arises.

9.2 Delegation

9.2.1 The Trustees and the LGB may delegate such powers and functions as they consider are required by the Principal for the internal organisation, management and control of the Academy (including appointments and the implementation of all policies approved by the Trustees and the LGB and for the direction of the teaching and curriculum at the Academy Policies

9.2.2 The LGB shall comply in full with health and safety and HR policies published by the Trust from time to time and shall be responsible for the staff employed at the Academy. The LGB shall:

- (a) comply with all policies dealing with staff issued by the Trustees from time to time;
- (b) comply with any pay terms set by the Trustees;
- (c) adopt any standard contracts or terms and conditions for the employment of staff issued by the Trustees;
- (d) manage any claims and disputes with staff members, having regard to any advice and recommendations given by the Trustees or CEO.

9.3 Performance Review, Pay Discretions

9.3.1 **Principal**

The performance review of the Principal shall be conducted by the Chair of the LGB, the CEO and/or an External Advisor, with the agreement of the CEO, in accordance with the Trust's Appraisal Policy.

9.3.2 **Other staff**

The LGB shall ensure that the performance review of all other staff is conducted in accordance with the Trust's Appraisal Policy . The LGB shall ensure procedures are in place for the proper professional and personal development of staff.

9.3.3 **Pay Discretions**

- (a) The Trust Board may, in line with the Trust Pay Policy and the Budget Plan and in consultation with the views of the CEO and the Trustees, and consistent with any written recommendations from the Performance Review Procedure, make discretionary pay awards for the Principal.
- (b) The LGB may, in line with the Trust Pay Policy and the Budget Plan and in consultation with the views of the CEO and the Trustees, and consistent with any recommendations from the Performance Review Procedure, make discretionary pay awards to staff other than the Principal.

10 **HUMAN RESOURCES MATTERS**

10.1 Disciplinary, Attendance and Capability Procedure

The LGB shall undertake any capability, attendance or disciplinary procedure in accordance with the Trust's policies and in accordance with advice from the Trust's HR Officer.

10.2 Determining Settlement Agreements

In the event that a staff member agrees to a settlement agreement, no payment in respect of that settlement shall be made without the prior written consent of the CEO and in accordance with the Academies Financial Hand Book.

10.3 Dismissal

The LGB has the authority to dismiss, in line with the Disciplinary, Attendance and Performance Capability Policies approved by the Trust Board. The advice of the Trust's HR Officer must be sought if a decision to dismiss is considered. If the dismissal relates to the Principal, the CEO and the Trust Board must be in agreement with the proposal.

In the event of the CEO potentially dismissing a Principal it would be intended that the Chair and the full LGB would be party to, and partners in, the process.

Were a situation to arise whereby the CEO did not feel that the LGB was acting in the best interests of the Trust in both their support and challenge to the Principal, the CEO, acting with the authority of the Trust Board would be able to insist on a course of action. The Trust Board may also exercise its power to remove one or more of the members of the LGB.

10.4 Requests for Early Retirement

The LGB shall consider any requests for early retirement and may seek advice in that respect from the Trust's HR Officer.

11 STANDARDS, CURRICULUM AND TARGET SETTING

11.1 The LGB shall determine the curriculum of the Academy, subject to the Trust Board's approval, and shall have regard to any views of the Trustees, in recognition of the Trust's obligation under its Funding Agreements with the Secretary of State to provide a broad and balanced curriculum.

11.2 The LGB shall be responsible and accountable to the Trust Board for the standards achieved by the Academy and the pupils attending the Academy.

12 ADMISSIONS, STRUCTURE AND OPENING TIMES

12.1 Admissions

12.1.1 The Trust Board shall determine and review from time to time the Academy's Admissions Policy. The LGB shall ensure that the Policy is correctly and fairly applied.

12.1.2 Any decision to expand the Academy shall be that of the Trustees. The Trustees shall have regard to the views of the LGB.

12.2 Structure

12.2.1 The LGB shall refer to the Trust Board any proposal to alter:

- Opening Times of the Academy;
- Term dates; and
- The age range of the Academy

prior to implementation of, or consultation on such change, and shall not make or

consult upon any such change without the prior written consent of the Trust Board.

12.2.2 Any such changes shall be consistent with any policy set by the Trustees. The LGB shall have regard to, and report to the Trustees upon, 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 Trust's charitable objects and any threat to funding provided by the Secretary of State.

13 SAFEGUARDING

13.1 The LGB shall ensure that the Academy has a Designated Officer and Deputy and that their details are published on the Academy's website. The LGB shall also ensure that the names of the Designated Officer and Deputy are sent to the Trust Board so that contact details may be published on the Trust's website.

13.2 The LGB shall task one of its members with specific responsibility for safeguarding and make details for that member available on the Academy's website. The LGB shall also inform the Trust of the name of the person responsible for publication on the Trust's website.

14 EXCLUSIONS

14.1 A panel of three LGB governors shall hear representations from parents in respect of any exclusion. The decision of the Panel shall be final.

14.2 In the case of a permanent exclusion, the Board shall be informed.

15 REGULATORY MATTERS

15.1 The Trustees are responsible for the satisfaction and observance of all regulatory and legal matters. The LGB shall promptly and co-operatively do everything the Trustees may specify as being necessary to ensure that the Trust is meeting its legal obligations. The members of the LGB shall not do or omit to do anything that would give rise to a breach of the Trust's Funding Agreements with the Secretary of State, or to censure of any kind by the Principal Regulator, Companies House, the Charity Commission or any other regulator.

16 ANNUAL REVIEW

16.1 This Scheme of Delegation shall operate from the Effective Date in respect of the Academy.

16.2 The Trustees have the absolute discretion to review and amend the Scheme of Delegation at least on an annual basis.

16.3 In considering any material changes to this Scheme of Delegation, the Trustees shall have regard to and give due consideration of any views of the LGB.

16.4 The LGB shall undertake annual self-review at a meeting specifically convened for this purpose. The outcomes of the governance self-review shall be shared with the Trust Board.

APPENDIX 1 - LIMITATIONS ON THE AUTHORITY OF THE LGB

- 1 Doing or omitting to do any act or thing which might reasonably be expected to give rise to a breach of the Trust's funding agreements with the Secretary of State or to give rise to censure of any kind by the Principal Regulator, Companies House, the Charity Commission or any other regulator.
- 2 Doing or omitting to do any act or thing which might reasonably be expected to give rise to a breach of the Trust's policies from time to time.
- 3 Incurring any capital expenditure which is not provided for in the Budget.
- 4 Adopting or amending the Budget in respect of each year.
- 5 Commencing any new business except as provided in the Budget.
- 6 Forming any subsidiary or acquiring shares or an interest in a company or participating in any partnership or joint venture (incorporated or not) except as provided in the Budget.
- 7 Making any acquisition or disposal of any asset(s) except as provided in the Budget and in accordance with the Academies Financial Handbook.
- 8 Making any loan (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits or in the ordinary course of business) or giving any guarantee or indemnity.
- 9 Entering into, modifying or terminating any material contract (being a contract with an annual value of £5,000 or more (or such other figure as may be set by the Trustees).
- 10 Without prejudice to the foregoing, entering into any arrangement, contract or transaction except as provided in the Budget.
- 11 Establishing or amending any bonus or other incentive scheme of any nature for employees except as provided in the Budget.
- 12 Instituting, settling or compromising any legal proceedings instituted or threatened against the Academy or submitting to arbitration or alternative dispute resolution any dispute involving the Academy.
- 13 Responding to any investigation or Ofsted inspection visit, without consultation with and acting in accordance with the requirements of the Trustees.
- 14 Acquiring any interest in, or varying the terms on which freehold or leasehold property is held or settling any rent review.
- 15 Altering the name of the Academy.
- 16 Not appointing or removing any member of the LGB which shall be the sole responsibility of the Trustees.



APPENDIX 2 – TERMS OF REFERENCE LOCAL GOVERNING BODY (LGB)

1 Terms of Reference

These terms of reference are drafted and maintained by the Exceed Academies Trust. The Trustees may make amendments to these terms of reference from time to time, as described in the Trust's Articles of Association.

The Terms of Reference will be reviewed at least annually by the Trustees.

In the event that amendments are made, the Trust shall notify the Chair of each Local Governing Body, who shall be expected to make the other Governors aware of such changes.

2 The Trust and Local Governing Body

The Trust is a charitable company limited by guarantee. It has entered into a Master Funding Agreement with the Department for Education and a Supplemental Funding Agreement in respect of the school (together the "Funding Agreements") and so it is the Trust that is ultimately responsible to the Department for Education pursuant to the Funding Agreements.

The Trustees are the charity trustees (within the terms of section 177 of the Charities Act 2011) and responsible for the general control and management of the administration of the Trust in accordance with the provisions set out in the Articles of Association of the Trust.

The Local Governing Body shall be a Committee of the Trustees established pursuant to articles 100 to 106 of the Articles of Association of the Trust.

As described in paragraph 8 below, the Trust shall appoint the Chair and Vice-Chair of the Local Governing Body.

3 Local Governing Body - Governors

Membership of the Local Governing Body shall be determined in accordance with the following provisions:

The total maximum membership shall 9 Governors.

The membership of the Local Governing Body shall be comprised as follows:

- i. the CEO
- ii. the Headteacher
- iii. 2 Parent Governors
- iv. 2 Staff Governors
- v. up to 3 Co-opted, Trust Appointed Governors

4 Governors' Term of Office

Any Governor shall hold and vacate office in accordance with the terms of his/her appointment but (except in the case of the Headteacher) the length of his/her term of office shall not exceed four years.

Subject to remaining eligible to be a Governor any Governor may be re-appointed for consecutive periods not exceeding 2 terms in total, unless agreed exceptionally by resolution of the Trustees and pursuant to such rules that the Trust Board shall make from time to time, that he or she shall be eligible to serve for a further consecutive term. For the avoidance of doubt, a Governor's term of office shall not include any time served as a governor of a predecessor school prior to academisation.



5 Resignation & Removal of Governors

A Governor may at any time resign his/her office by giving notice in writing to the Clerk to the Local Governing Body.

The Trustees may terminate the appointment of any Governor whose presence or conduct is deemed by the Trustees not to be in the best interests of the Trust or the school.

Any Staff Member shall automatically cease to hold office if he/she ceases to be employed at the school. However, a Parent Governor shall not automatically cease to hold office solely by reason of the child (of whom that Parent Governor is a parent or carer) ceasing to be a pupil at the school.

6 Persons ineligible to be Governors

No person shall be qualified to be a Governor unless he/she is aged 18 or over at the date of his/her election or appointment. No current pupil of the school shall be a Governor.

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

A Governor shall cease to hold office if he/she is absent without the permission of the Governors from all their meetings held within a period of six months and the Governors resolve that this office be vacated.

A Governor shall cease to hold office if he/she would be disqualified from acting as a charity trustee by virtue of section 178 and/or 181A of the Charities Act 2011 (or any statutory re-enactment or modification of these provisions).

A person shall be disqualified from holding or continuing to hold office as a Governor:

- If his/her estate has been sequestrated and the sequestration has not been discharged, annulled or reduced.
- If he/she is the subject of a bankruptcy restrictions order or an interim order.
- If at any time when he/she is included in the list of teachers and workers with children or young persons whose employment is prohibited or restricted under section 1 of the Protection of Children Act 1999.
- If at any time he/she is disqualified from working with children under section 28, 29, 29A and 29B of the Criminal Justice and Court Services Act 2000.
- If he/she is a person in respect of whom a direction has been made under section 142 of the Education Act 2002.
- Where he/she has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 178 of the Charities Act 2011.
- If he/she has not complied with the Trust's DBS policies. Governors are required to have an Enhanced Disclosure and Barring Service Certificate and update this in line with the Trust's policies for renewal.
- Where a person becomes disqualified from holding, or continuing to hold office as a Governor and he/she is, or is proposed, to become such a Governor, he/she shall upon becoming so disqualified give written notice of that fact to the Clerk to the Local Governing Body.

7 Appointment of the Clerk to Governors

The Clerk to Governors shall be appointed by the Trustees. The Clerk shall not be a Governor.



Where the Clerk fails to attend a meeting of theirs, Governors can appoint any one of their number or any other person to act as Clerk for the purposes of that meeting.

Where the LGB are dissatisfied with the Clerk, they can make representations to the Trustees for a replacement Clerk, stating their reasons for dissatisfaction.

8 Appointment of Chair of the LGB

The Chair of the Local Governing Body shall be appointed at the start of each academic year by The Trust from among the Co-opted, Trust Governors.

Where the Trust considers that there is not a suitable Chair from among the Co-opted Governors, a Trustee shall fulfil the role until such time as a suitable Co-opted Governor can be found.

If both the Chair and the Vice-Chair are absent from any meeting of the Local Governing Body, the Clerk shall Chair the meeting but will hold no voting rights.

9 Responsibilities of Trustees

The role of the Trustees mainly involves strategic oversight across the Trust, governance, contractual relationships with third parties and setting the Trust's vision and policies to ensure that the Trust fulfils its educational objectives for the benefit of the public.

The Trustees are responsible for:

- Compliance with all statutory regulations and Acts of Parliament governing the operation of the school, including health and safety.
- Compliance with the provisions of the Funding Agreements.
- Compliance with the Academies Financial Handbook.
- Setting the risk management strategy, reviewing the strategic risk profile, considering strategic risks in the context of future Trust planning and decision making and reviewing the effectiveness of the risk management arrangements.

The Trustees delegate responsibility to the Executive Headteacher and Chief Executive Officer for:

- Determination of the educational targets of the school in consultation with the Local Governing Body.
- Determination of any statutory policies and procedures for the school and other policies and procedures as the Trustees deem necessary to fulfil their responsibilities.
- Identifying resources to effectively and efficiently implement the risk management strategy.
- Reporting regularly to the Trust Board on the performance of its schools and conduct the appraisals of the Headteachers in conjunction with representatives of the relevant Local Governing Body.

10 Responsibilities of Governors

The role of Governors is to carry the Trust vision, policies and priorities forward, based on the specific qualities and community characteristics of each school. The Governors are expected to question and challenge school leadership and to hold them to account.

In particular, and subject to the limitations set out above, the Trustees delegate the running of the school to the Local Governing Body and specifically the following duties:



Vision and Accountability

- To carry forward the Trust's vision, in a way appropriate to the specific qualities and community characteristics of each school.
- Implementation of actions required to comply with statutory regulations and the Funding Agreements.
- Implementation of the Trust policies.
- Holding school leadership to account for academic performance, quality of care and quality of provision.

Finances and Assets

- Ensuring school-level resource is applied appropriately.
- Consideration of the school's required funding and support to the Trustees in relation to the annual budgetary process.
- Seeking value for money and being able to demonstrate that value for money has been achieved.
- Monitoring and reviewing expenditure on a regular basis and ensuring compliance with the overall financial plan for the school.
- Assist the Trustees in complying with the provisions of the Funding Agreements where requested from time to time (to include, by way of example, information required for the purposes of clause [45] of the Master Funding Agreement).
- Maintenance of or putting in place appropriate arrangements for the maintenance of the school estate in accordance with the guidelines established by the Trust.
- Implementation of Trust's procurement policies.
- Notify the Trust of any changes to fixed assets used by the school.
- Observing proper levels of delegation and protocols.

School budget

- Following Local Governing Body approval, the budget is to be submitted to the Trustees for approval and, for the avoidance of doubt, the school budget shall not be effective until such times it has been approved by the Trustees.
- The Local Governing Body is required to work to cash limits as may be determined by the Trust and based on the approved budget. Under no circumstances has the Local Governing Body the authority to borrow money.
- Except where prior permission has been obtained from the Trustees, the school budget is to be prepared to show break even or better.

Risk Management

- The Local Governing Body shall keep under review the school risk register and seek assurance that risk management is effective.

Appointments

- Monitoring local HR activity and policy, including the process for local performance reviews for members of staff.

Governance

- Unless they also hold office as Trustees (i.e. directors of Exceed Academies Trust) the Governors are not, and nothing within this document is intended to make them, charity trustees within the terms of section 177 of the Charities Act 2011.

- Each Governor shall act in the best interests of the Trust and school at all times.
- The Governors must keep confidential all information of a confidential nature obtained by them relating to the school and the Trust.
- The Trustees reserve the right to withdraw delegated powers from the Local Governing Body and disband it at any time.
- On his or her appointment, each Governor shall be required to state that he/she is familiar and agrees to comply with:
 - the Articles of Association
 - the Funding Agreements;
 - these Terms of Reference
 - any terms of reference of sub-committees which may apply to that Governor.
- Each Governor shall also be required to carry out training to ensure their skills and knowledge are up to date.
- It is a Governor's responsibility to consider if, and raise any concerns where, he or she feels that appropriate training and development is not being provided.

11 Meetings of the Local Governing Body

The Local Governing Body shall meet at least 5 times in every academic year, and shall hold such other meetings as may be necessary. The CEO shall be entitled to attend all Local Governing Body meetings.

All meetings shall be convened by the Clerk to the Local Governing Body, who shall send to all of the Governors and CEO written notice of the meeting (including by e-mail communication where a Governor and the CEO has/have consented to receiving such notices by e-mail and has provided the Clerk with an e-mail address for this purpose) and a copy of the agenda at least seven clear days in advance of the meeting.

A special meeting of the Local Governing Body shall be called by the Clerk whenever requested by the Chair or at the request in writing (including e-mail communication) by any three Governors or the CEO. Where there are matters demanding urgent consideration, the Chair or, in his/her absence, the Vice-Chair may waive the need for seven days' notice of the meeting and substitute such notice as he/she thinks fit.

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

12 Quorum for LGB Meetings

Meetings of the Local Governing Body shall be quorate if three or one-third of members are present (whichever is greater), which must include at least one Co-opted Governor.

If the number of Governors assembled for a meeting of the Local Governing Body does not constitute a quorum, the meeting shall not be held. If in the course of a meeting of the Local Governing Body, the number of Governors present ceases to constitute a quorum, the meeting shall be terminated forthwith.

Subject to Article 6 of the Articles of Association and paragraph 17 of these Terms of Reference any Governor with a conflict of interest or duties in respect of any matter to be discussed at the meeting shall not count in the quorum for that part of the meeting at which the relevant matter is discussed and shall withdraw from the meeting and not vote.

If, for lack of a quorum, a meeting cannot be held or, as the case may be, cannot continue, the Chair shall, if he/she thinks fit, determine the time and date at which a further meeting shall be held and shall direct the Clerk to convene the meeting accordingly.

13 Attendance of the Local Governing Body



Local Governors are required to attend LGB meetings regularly. Irregular attendance will constitute grounds for removal from the LGB.

A Local Governor may be removed from the Local Governing Body if he/she misses 50% of meetings in a 12 month period.

14 Proceedings of LGB Meetings

Every item to be decided at a meeting of the Local Governing Body shall be determined by a majority of the votes of the Governors present and voting on the question. Every Governor shall have one vote. Where there is an equal division of votes the Chair of the meeting shall have a second or casting vote.

A Governor may not vote by proxy.

No resolution of the Governors may be rescinded or varied at a subsequent meeting unless consideration of the rescission or variation is a specific item of business on the agenda for that meeting.

Any Governors with conflicts of interests or duties in accordance with Article 6 of the Articles of Association and paragraph 17 of these Terms of Reference must abide by the procedures in Article 6 and paragraph 17 and where required, withdraw from the meeting in respect of discussions in relation to which they have a conflict and not vote.

For the avoidance of doubt, any Governor who is also an employee of the Trust shall withdraw from that part of any meeting of the Local Governing Body at which his/her remuneration, conditions of service, promotion, conduct, suspension, dismissal or retirement are to be considered.

15 Decisions Outside of LGB Meetings

Decisions may, at times, be required outside of LGB meetings. In such circumstances Governors can vote via e-mail through the Clerk.

Where there is an equal division of votes the Chair of the meeting shall have a second or casting vote.

The Clerk to the LGB will keep a record of e-mail responses to the decision. At the next LGB meeting the decision will be formally ratified, recorded in the minutes and the e-mails attached to the meeting minutes and papers.

16 Minutes and Publication

At every meeting of the Local Governing Body the minutes of the last meeting shall be taken as the first agenda item after any apologies, except in cases where the Governors present decide otherwise, and, if agreed to be accurate, shall be signed as a true record.

The Clerk to the Local Governing Body shall ensure that a copy of the agenda for every meeting of the Governors, the draft minutes of every such meeting (if they have been approved by the 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 to the school.

17 Delegation of Functions

The Local Governing Body may not delegate all or any part of its powers, duties, responsibilities or functions to any person, committee or other organisation without the prior written consent of the Trust Board.



18 Conflicts of Interest

The income and property of the school must be applied solely towards the provision of the Objects as detailed in the Articles of Association. The restrictions which apply to the Trustees with regard to having a Personal Financial Interest shall also apply to the Governors.

The procedure detailed at article 6 of the Articles of Association shall apply to the Local Governing Body always provided that, in the case of a Personal Financial Interest for a Governor who is not also a Trustee/Director, the Local Governing Body may meet to authorise the benefit.

All Governors shall complete a declaration of interests form on joining the Local Governing Body and at the start of each academic year.

Any Governor who has any duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his/her duties as a Governor shall disclose that fact to the Governors as soon as he becomes aware of it and notify the Chair at the start of any meeting where that conflict relates to an agenda item. A Governor must absent himself from any discussions of the Governors 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).

18. Remuneration, pay scales and performance management

The CEO may advise the Local Governing Body about all matters concerning remuneration.

The Local Governing Body may review and adjust remuneration for all staff excluding the Headteacher within bands agreed by the Trust and in consultation with the CEO.

The performance review, performance management and remuneration of the Headteacher will be reviewed by the CEO in accordance with the Trust's Performance Review Policy.

APPENDIX 3 – SUPPORT & INTERVENTION FOR VULNERABLE SCHOOLS

The Exceed Academies Trust Scheme of Delegation is based on its schools being 'good' or 'outstanding' and, therefore, having high levels of autonomy. However schools can become vulnerable relatively quickly. This puts them at risk of finding it more challenging to ensure pupils make expected progress and achieve good outcomes. This could happen for a range of reasons, including:

- a significant event with ongoing consequences – for example a fire, a major incident, a bereavement
- staff absence or significant staffing changes
- a particularly challenging cohort or group of pupils
- challenges in the wider community
- lower pupil numbers or other pressures leading to budget difficulties
- inconsistent or inadequate quality of teaching
- inadequate leadership at whole school or area level (e.g. curriculum, key stage, pastoral group)
- lack of rigorous oversight at local governing body level

Sometimes a school's vulnerability is short-term and its causes can be addressed 'internally' with limited advice or support from the wider Trust. In other cases, the issues may be more complex and require a more sustained response.

In the case of an Ofsted Section 5 Inspection which judges the school to require improvement or having serious weaknesses, the Trust Board will take appropriate steps to ensure the school's action plan is robust and appropriately targeted, resourced and led. These steps may include a range of the intervention strategies identified below.

Support, Challenge and Intervention

The Trust Board has a moral responsibility and legal duty to ensure that schools within the Trust are challenged, as well as supported, in their work.

In order to facilitate this, the Trust Board will be well-informed by means of the CEO, Headteachers and Local Governing Bodies, about school performance and any measures being taken to address shared concerns

Where the Trust Board, on the recommendation of the CEO, believes that a school is at risk, it may implement a range of interventions, placing the school in a formal 'intensive support' status, on a whole-school or targeted basis.

Intensive support: intervention

The CEO, in consultation with the Trust Board, and where appropriate with the headteacher and Local Governing Body, may implement one or more of the steps outlined here:

- authorise a formal school review, led by the CEO, focusing on identifying the nature and extent of the issues facing the school, and identifying appropriate steps to address them.
- appoint a member (or members) of Trust staff, or an external consultant, to work in the school, with an agreed range of responsibilities, either alongside existing staff, or where necessary, taking on some or all of their responsibilities for a given period of time.
- introduce a regular programme of monitoring visits to gauge progress and impact against agreed priorities.
- arrange for appropriate and targeted training and professional development for relevant staff.
- initiate appropriate disciplinary or capability procedures against a member of staff.
- co-opt appointments to the Local Governing Body.



- suspend or dissolve a Local Governing Body and appoint an interim executive board (IEB).

The aim of an intensive support programme is to restore the school to a position where its autonomy can be restored.