

THE KEYS ACADEMY TRUST THE NORTH HUB

SCHEME OF DELEGATION

EFFECTIVE DATE: 2020

**CRAZIES HILL CHURCH OF ENGLAND PRIMARY SCHOOL
POLEHAMPTON CHURCH OF ENGLAND INFANT SCHOOL
POLEHAMPTON CHURCH OF ENGLAND JUNIOR SCHOOL
ST NICHOLAS CHURCH OF ENGLAND PRIMARY SCHOOL
SONNING CHURCH OF ENGLAND PRIMARY SCHOOL**

1. INTRODUCTION

1.1 In order to ensure improved outcomes for pupils by collaborating with all parties engaged in the Hub and to assist with the discharge of the Trust's responsibilities, the Trust has established the North Hub (the "Hub") comprising the schools referred to above and will appoint a Headteacher of one of the schools in the Hub as Hub Leader to oversee and ensure effective governance locally in each school and continued school improvement. It is intended that other schools, whether or not of a religious character, may become part of Hub.

1.1.1 Intended Impact of the Hub

- Respecting each school's individual ethos, culture, values and identity, the schools within the Hub have a collective ambition to support and challenge each other, ensuring a consistent drive to improve and add value to pupil outcomes.
- A flexible and highly skilled, staffing structure is developed within the Hub and across the Trust.
- The Hub facilitates the sharing of data, excellent practice, and consistently challenges practitioners to deliver the values and ethos of the Hub and the Trust and to be transparent, generous, and honest in how everyone works together.

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1.1.2 The core functions of the Hub are

- To provide a school led accountability and improvement system to empower school staff to drive change and improvement right into the heart of schools within the Hub and across the Trust, rather than a top down approach.
- To ensure rigour, collective responsibility and shared accountability for the standards achieved by the schools in the Hub.
- To deliver school improvement.
- To empower middle leaders and help promote and develop networks to enable Heads of Schools to work in unison, and to deepen the talent pool of the Hub and the Trust.
- To facilitate peer to peer coaching support for staff.
- To seek support and ensure implementation of such support to address any needs or weaknesses in any school in the Hub.
- To facilitate the building of effective partnerships with parents, carers, communities, businesses and other stakeholders.

1.2 The Hub Leader will be appointed for such term and upon such conditions as the Trustees may determine. This appointment may be reviewed at any time and will be reviewed at least annually.

1.3 At least once per term the Hub Leader will arrange to hold and to chair Hub meetings comprising the Headteachers of each school in the Hub, or their representatives for a particular meeting. The Hub Leader may also appoint and determine the proceedings of committees within the Hub. Meetings may be held in any school in the Hub.

1.4 The Hub Leader will circulate reminders, agendas and any associated reports/discussion papers to the group one week prior to the meeting and will arrange for minutes to be produced.

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- 1.5 Arrangements for members of staff, governors or guests to attend will be agreed by the Hub Leader prior to the meeting and the host school will make the appropriate arrangements
- 1.6 The Hub Leader and Hub meetings will provide a forum for essential collaboration, using combined experiences to sustain and develop school improvement and to further the functions of the Hub within the Trust.
- 1.7 The Hub may make recommendations to the Trust, supported by a financial plan, for expenditure on initiatives for the Hub. Headteachers may add to any such resources allocated by agreeing additional sums from their schools' budgets.

2. CONTEXT

- 2.1 As a charity and company limited by guarantee, The Keys Academy Trust ("the Trust") is governed by Trustees ("the Trustees") who are responsible for and oversee the management and administration of the Trust and the schools run by the Trust, including the schools in the Hub.
- 2.2 The object of the Trust is to advance education for the public benefit by establishing, maintaining, managing and developing schools, offering a broad curriculum, which shall include
 - Church of England Schools conducted in accordance with the principles of the Church of England; and
 - Other Schools, whether with or without a designated religious character and in relation to each of the schools to recognise and support their individual ethos, whether or not of a designated religious character.
- 2.3 The Trustees are accountable to external government agencies including the Department for Education for the quality of the education they provide and they are required to have systems in place through which they can assure themselves of quality, safety and good practice. For schools designated as Church of England schools, the Trustees are also accountable to the Members of the Trust and to the trustees of the site of such schools to ensure that these schools are conducted as Church of England schools.

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2.4 In order to help discharge their responsibilities, the Trustees appoint people to serve on a board (the “Local Governing Body”) which has been established to ensure the good governance of each school.

2.5 This Scheme of Delegation explains the ways in which the Trustees fulfil their responsibilities for the leadership and management of the schools in the Hub, the respective roles and responsibilities of the Trustees and the members of the Local Governing Body (“the LGB Members”) and the commitments of each to the other to ensure the success of the schools in the Hub.

2.5 This Scheme of Delegation has been put in place by the Trustees from the Effective 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. References in this Scheme to numbered Articles are to the relevant clause of the Articles. References in this Scheme to numbered paragraphs are to the relevant paragraphs of this Scheme or its Appendix. Reference to any legislation or regulation will include any amendment or re-enactment.

3. ETHOS AND VALUES

3.1 All schools within the Hub will preserve and develop their individual ethos and values.

3.2 Church of England schools within the Hub will preserve and develop their religious character in accordance with the principles of the Church of England and in partnership with the Church at Parish and Diocesan level.

3.3 All the schools in the Hub will serve their own communities by providing an education of the highest quality, to those of all faiths and of no faith. The schools in the Hub will be committed to working collaboratively with other schools and academies regardless of their status or category.

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4. TRUSTEES' POWERS AND RESPONSIBILITIES

4.1 The Trustees have overall responsibility and are the ultimate decision-making authority for all the work of the Trust, including the establishing and running of its 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 quality management processes and, in respect of the schools in the Hub is done together with the Hub Leader and the Local Governing Bodies in accordance with the terms and parameters set out in this Scheme. The Trustees have the power to direct change and set policy where required (again in accordance with the terms and parameters set out in this Scheme and, subject to their powers under the Articles).

4.1 The Trustees have agreed that, in respect of the schools in the Hub, the Hub Leader and Local Governing Bodies shall have the ability to identify areas needing school improvement and to formulate plans and strategies to deal with such issues provided always that such plans and strategies are compatible with the Trust's overall strategies and policies and have been approved in writing by or on behalf of the Trustees before implementation.

4.2 The Trustees have a duty to act in the fulfilment of the Trust's Objects. The Trustees also have a duty to the Members to uphold the Objects of the Trust.

4.3 The Trustees will have regard to the interests of all schools for which the Trust is responsible in deciding and implementing any policy or exercising any authority in respect of the schools in the Hub.

4.4 Articles 100 to 106 provide for the appointment by the Trustees of committees to which the Trustees may delegate certain of the functions of the Trustees and from the Effective Date responsibility for the running of the schools in the Hub will be delegated to the Local Governing Bodies.

4.5 The constitution, membership and procedures of the Local Governing Bodies are determined by the Trustees, and this Scheme of Delegation expresses such matters as well as setting out the authority delegated to the Local Governing Bodies. A Local Governing Body may be responsible for a single school or for two schools.

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5. CONSTITUTION OF THE LOCAL GOVERNING BODIES

5.1 Members of the Local Governing Bodies

5.1.1 The number of people who shall sit on each Local Governing Body shall be not less than three but unless otherwise determined by the Trustees, shall not be subject to any maximum, provided always that in making any appointment to a Local Governing Body, irrespective of the type of member, regard will be given to the need to ensure that the people serving on a Local Governing Body between them have an appropriate range of skills and experience and due attention is given to succession planning.

5.1.2 Each Local Governing Body shall have the following members (“the LGB Members”):

5.1.2.1 LGB Members appointed under clause 5.2.1 (the “Foundation LGB Members”)

5.1.2.2 One Staff LGB Member, appointed under clause 5.2.2;

5.1.2.3 Two Parent LGB Members elected or appointed under clause 5.2.5; and

5.1.2.4 The headteacher of the school (the “Head”).

5.1.2.5 Such other LGB Members as the Trustees may from time to time determine.

5.1.3 The Local Governing Body may also have co-opted LGB Members appointed under clause 5.3.

5.1.4 The Trustees (all or any of them) shall also be entitled to serve on a Local Governing Body and attend any meetings of a Local Governing Body. Any Trustee attending a meeting of a Local Governing Body shall count towards the quorum for the

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purposes of the meeting and shall be entitled to vote on any resolution being considered by the Local Governing Body provided that the number of Trustees present and voting does not form a majority of the total number of those present and voting.

- 5.1.5 All persons appointed or elected to a Local Governing Body shall give a written undertaking to the Trustees to uphold the Objects of the Trust.

5.2 Appointment of LGB Members

- 5.2.1 For a school which was formerly Voluntary Aided 75%, and for a school which was Voluntary Controlled 25%, of LGB Members (excluding elected parent members, elected staff members and the Head) shall be appointed by the Oxford Diocesan Board of Education in consultation with the Trustees and the Parochial Church Council of the ecclesiastical parish in which the school is situated.
- 5.2.2 The Trustees may appoint a person employed at the school to serve as a Staff LGB Member (“the Staff LGB Member”) on the Local Governing Body through such process as the Trustees may determine, provided that the total number of such persons (including the Head) does not exceed one third of the total number of persons on the Local Governing Body. The positions held by those employed at the school (e.g. teaching and non-teaching) may be taken into account when considering appointments.
- 5.2.3 In appointing a person to serve on a Local Governing Body who is employed at the school the Trustees shall invite nominations from all staff employed under a contract of employment (excluding the Principal) and, where there are any contested posts, shall hold an election by a secret ballot. All arrangements for the calling and the conduct of the election and resolution of questions as to whether any person is an eligible candidate shall be determined by the Trustees.

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- 5.2.4 The Head shall be treated for all purposes as being an ex officio LGB Member of the school.
- 5.2.5 Subject to clause 5.2.9, Parent LGB Members shall be nominated by election by parents of registered pupils at the school and he or she must be a parent of a pupil at the school at the time when he or she is elected.
- 5.2.6 The Trustees shall make all necessary arrangements for, and determine all other matters relating to, an election of the Parent LGB Members, including any question of whether a person is a parent of a registered pupil at the school.
- 5.2.7 Where a vacancy for a Parent LGB Member is required to be filled by election, the Trustees shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the school is informed of the vacancy and that it is required to be filled by election, informed that he or she is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
- 5.2.8 The Parent LGB Members shall be appointed by the Trustees if the number of parents standing for election is less than the number of vacancies.
- 5.2.9 In appointing a person to be a Parent LGB Member the Trustees shall appoint a person who is the parent of a registered pupil at the school, or where it is not reasonably practicable to do so, a person who is the parent of a child of compulsory school age.
- 5.3 Co-opted members of the Local Governing Body
 - 5.3.1 A Local Governing Body with the written consent of the Trustees and subject to clause 5.2.1, may seek the

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appointment of up to 2 persons to be co-opted to the Local Governing Body (“Co-opted LGB Members”). The Local Governing Body and Trustees may not co-opt a person who is employed at the school if thereby the number of persons employed at the school serving on the Local Governing Body would exceed one third of the total number of persons serving on the Local Governing Body (including the Head).

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

5.4 Term of office of LGB Members

- 5.4.1 The term of office for any LGB Member shall be four years (other than Coopted Members and the Head), but in order to secure continuity and effective management of the Local Governing Body, on the first appointment following the formation of the Local Governing Body, appointments shall be made of one third of the LGB Members to serve for a term of office of two years only and of one third of the LGB Members to serve for a term of office of three years only (provided that if reappointed they shall be entitled to serve for a full term of office of four years thereafter). Subject to remaining eligible to be on the Local Governing Body, any person may be re-appointed or re-elected (including being co-opted again) to the Local Governing Body.

5.5 Resignation and removal of LGB Members

- 5.5.1 A LGB Member shall cease to hold office if he or she resigns his or her office by notice to the Local Governing Body (but only if at least three persons will remain in office when the notice of resignation is to take effect) or is disqualified under Article 5.6.

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

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

5.5.2.2 Where the school is given a grade 4 Ofsted report;

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

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

5.5.4 Where a LGB Member resigns his or her office or is otherwise unable to serve as a LGB Member the Local Governing Body shall without delay inform the Trustees in writing.

5.6 Disqualification of members of the Local Governing Body

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- 5.6.1 No person shall be qualified to serve as a LGB Member unless he or she is aged 18 or over at the date of his or her election or appointment. No current pupil of the school shall be entitled to serve as a LGB Member
- 5.6.2 A LGB Member shall cease to hold office if he or she becomes incapable by reason of mental disorder, illness or injury of managing or administering his or her own affairs.
- 5.6.3 A LGB Member shall cease to hold office if he or she is absent without the permission of the Chair of the Local Governing Body from all the meetings of the Local Governing Body held within a period of one year and the Local Governing Body resolves that his or her office be vacated.
- 5.6.4 A person shall be disqualified from serving on the Local Governing Body if:
 - 5.6.4.1 His or her estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
 - 5.6.4.2 He or she is the subject of a bankruptcy restrictions order or an interim order.
- 5.6.5 A person shall be disqualified from serving on the Local Governing Body at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
- 5.6.6 A LGB Member shall cease to hold office if he or she would cease to be a director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee

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by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions).

- 5.6.7 A person shall be disqualified from serving on the Local Governing Body if he or she has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he or she was responsible or to which he or she was privy, or which he or she by his or her conduct contributed to or facilitated.
- 5.6.8 A person shall be disqualified from serving on the Local Governing Body at any time when he or she is:
- 5.6.8.1 included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999 as amended or re-enacted; or
 - 5.6.8.2 disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000 as amended or re-enacted; or
 - 5.6.8.3 barred from regulated activity relating to children (within the meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006) as amended or reenacted.
- 5.6.9 A person shall be disqualified from serving on the Local Governing Body if he or she is a person in respect of whom a direction has been made under s.142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.
- 5.6.10 A person shall be disqualified from serving on the Local Governing Body where he or she has, at any time, been convicted of any criminal offence, excluding any that have

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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 s.178 of the Charities Act 2011.

5.6.11 After the school has opened, a person shall be disqualified from serving on the Local Governing Body if he or she has not provided to the chair of the Local Governing Body a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the Chair of Trustees or the CEO, after consultation with the Chair of Governors of the Local Governing Body, indicate their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

5.6.12 Where, by virtue of these provisions, a person becomes disqualified from serving on the Local Governing Body, or was proposed to so serve, he or she shall upon becoming so disqualified give written notice of that fact to the Local Governing Body who without delay shall inform the Trustees in writing.

5.6.13 This clause 5.6 and paragraph 2 of the Appendix shall also apply to any member of any member of a committee of the Local Governing Body who is not a LGB Member.

6. DELEGATED POWERS

6.1 General Provisions

6.1.1 Subject to the provisions of

(a) the Companies Act 2006;

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- (b) the Articles;
- (c) The strategic plan and policies of the Trustees;
- (d) Any Budget set by the Trustees for the school;
- (e) And any directions given and rules and regulations set by the Trustees,

The management of the business of the school, including such matters as uniform, shall otherwise be delegated by the Trustees to the Local Governing Body who may exercise all the powers of the Trust in so far as they relate to the school, in accordance with the terms of this Scheme of Delegation and the procedures in the Trust's Finance Manual. No alteration of the Articles and no such direction shall invalidate any prior act of the Local Governing Body which would have been valid if that alteration had not been made or that direction had not been given. Except as provided for in this Scheme of Delegation, the powers given by this Scheme of Delegation shall not be limited by any special power given to the Trustees by the Articles or to the Local Governing Body by this Scheme of Delegation and a meeting of the Local Governing Body at which a quorum is present may exercise all the powers so delegated.

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

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

6.1.3.1 to expend certain funds of the Trust as permitted by clause 6.3 in such manner as the Local Governing Body shall consider most beneficial for the achievement of the Objects of the Trust in so far as it relates to the school; and

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6.1.3.2 to enter into contracts, in accordance with the procedures in the Trust's Finance Manual, on behalf of the Trust in so far as they relate to the school.

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

6.1.5 Any bank account in which any money of the Trust, in so far as it relates to the school, is deposited shall be operated by the Local Governing Body either in the name of the Trust or as the Trustees shall determine and according to the Trust's Finance Manual.

6.2 Ethos and Values

6.2.1 The Local Governing Body shall be responsible for ensuring that the school is conducted in accordance with the ethos and values referred to in clause 3.

6.2.2 No alteration to the religious character of a school or to the conduct of a school as a Church of England school shall be made without the consent of the Members of the Trust. Responsibility for the school's vision statement will rest with the Local Governing Body.

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

6.3 Finance

6.3.1 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 or generated from the activities of the Trust, the Trustees delegate to the Local Governing Body the responsibility to manage and expend all monies received on account of the school for the purposes of the school, less an amount to be determined each year by the Trustees, in accordance with the school's budget.

6.3.2 Whilst the Local Governing Body shall have the power to enter into contracts on behalf of the Trust in so far as they relate to the school pursuant to clause 6.1.3, the Local Governing Body shall first obtain the written consent of the Trustees to any

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contracts or expenditure for any single matter above such sum as shall be mandated by the Trustees in the Trust's Finance Manual.

6.3.3 The accounts of the Trust shall be the responsibility of the Trustees but the Local Governing Body shall provide such information about the finances of the school as often and in such format as the Trustees shall reasonably require and shall provide on request management accounts to the Trustees. The Local Governing Body will agree a budget with the Trustees.

6.3.4 The Local Governing Body shall ensure that proper procedures are put in place for the safeguarding of funds and that the requirements of the Trust's Finance Manual are observed at all times as well as any requirements and recommendations of the Trustees and the Secretary of State.

6.3.5 The Local Governing Body will avoid creating a budget deficit, will 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.

6.3.6 The Local Governing Body shall follow the procedures in the Trust's Finance Manual and develop appropriate risk management strategies and shall at all times adopt financial prudence in managing the financial affairs of the Trust in so far as these relate to the school.

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

6.4 Premises

6.4.1 Subject to and without prejudice to clauses 6.3.2 and 6.4.4 and to the provisions of any Supplemental Agreement between the Trustees, the LGB Members and the trustees of the land, the maintenance of the buildings and facilities used in respect of the school is the responsibility of the Local Governing Body, who shall have regard at all times to the safety of the users of the buildings and the

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facilities and the legal responsibilities of the LGB Members and the Trustees (and/or the trustees of the land or others) in respect of such buildings and facilities.

6.4.2 The Local Governing Body shall develop a 5 year estate management strategy, to be reviewed at least annually and submitted to the Trustees for approval annually. This will identify the suitability of buildings, grounds and facilities in light of long term curriculum needs and numbers on roll as well as the need for and availability of capital investment to meet the Local Governing Body's responsibility to ensure the buildings, grounds and facilities are maintained to a good standard.

6.4.3 The responsibility for any disposals or acquisitions of land to be used by the school will be that of the Trustees and/or the trustees of the land.

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

6.5 Resources

6.5.1 Head

6.5.1.1 The Trustees shall appoint the Head in accordance with the Articles, and with the full participation of the Local Governing Body. The Trustees and the Local Governing Body may delegate such powers and functions as they consider are required by the Head for the internal organisation, management and control of the school (including the implementation of all policies approved by the Trustees and the Local Governing Body and (notwithstanding clause 6.6.1) for the direction of the teaching and curriculum at the school).

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

6.5.2 Other Staff

6.5.2.1 The Local Governing Body shall be responsible for the appointment and management of all other staff to be employed at the school provided always that the Local Governing Body shall:

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6.5.2.1.1 follow any recruitment procedures issued by the Trustees and comply with all policies dealing with staff issued by the Trustees from time to time including an agreed number of relevant staff and their pay scales (noting that the Trustees' pay policy is at the date of this Scheme based on the model policy produced by Wokingham Borough Council);

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

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

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

6.5.2.2 The Local Governing Body shall ensure the performance management of all staff is carried out (including the Head) and shall put in place procedures for the proper professional and personal development of staff.

6.6 Curriculum and Standards

6.6.1 Bearing in mind the Trustees' obligation to the Secretary of State to provide a broad and balanced curriculum, the Local Governing Body shall be responsible for planning and setting the curriculum for the school, including in relation to SEN, provided always that (i) the Trustees shall be responsible for the review of these matters; and (ii) the Local Governing Body agrees to give due regard to the views, suggestions and advice provided by the Trustees. The Trustees agree that the Local Governing Body may work alongside other schools and academies in order to aid the production of a broad and balanced curriculum.

6.6.2 The Trustees shall be ultimately responsible for the standards achieved by the school and the pupils attending the school and will have regard to the advice and recommendations of the Local Governing Body.

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6.6.3 Subject to the provisions of any statutory admissions code, the Local Governing Body shall be responsible for the setting, review from time to time and operation of the school's admissions policy, including statutory consultation. No change will be made to the admissions criteria or the planned admission number, and the admission number of any year group will not be exceeded, without the prior written consent of the Trustees. The proposed admissions policy will be submitted in good time annually for determination by the Trust as the statutory admission authority. For the avoidance of doubt the Trustees acknowledge that no substantive changes in the school's admissions criteria and policy are anticipated following the conversion of the school. The Local Governing Body will without delay notify the Trustees if notice is received of any admission appeal, application or proceedings under a Fair Access Protocol or if the exclusion of any pupil is under consideration and will follow any stipulations of the Trustees.

6.6.4 Any decision to expand the school shall be that of the Trustees but who shall have regard to the views of the Local Governing Body and the trustees of the land.

6.7 Extended School's and Business Activities

Whilst the undertaking of any activities which would be described as part of the school's "extended school's agenda" or any activities designed to generate business income, would be the responsibility of the Local Governing Body, this shall be undertaken only in a manner consistent with any policy or guidance set by the Trustees and having regard to the viability of such activities, the impact on the school's or Trust's reputation and activities and any financial implications, such as the threat of taxation in light of the Trust's charitable status and any threat to funding provided by the Secretary of State.

6.8 Regulatory Matters

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

7. OPERATIONAL MATTERS

7.1 The Local Governing Body shall comply with the obligations set out in the Appendix which deals with the day to day operation of the Local Governing Body.

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7.2 The Local Governing Body will adopt and will comply with all policies of the Trustees communicated to the Local Governing Body.

7.3 The Trustees and all members of the Local Governing Body have a duty to act independently and not as agents of those who may have appointed them and will act with integrity, objectivity and honesty in the best interests of the Trust and the school and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.

7.4 The Local Governing Body will review its policies and practices on a regular basis, having regard to recommendations made by the Trustees from time to time, in

order to ensure that the governance of the school is best able to adapt to the changing financial, political and legal environment.

7.5 The Local Governing Body shall provide such data and information regarding the business of the school, its staff and the pupils attending the school as the Trustees may require from time to time.

7.6 The Local Governing Body shall submit to any inspections by the Trustees and any inspections pursuant to section 48 of the Education Act 2005 and any additional inspections by any person appointed for the purpose of ensuring that the school is being conducted in accordance with the practices and teachings of the Church of England. The Local Governing Body shall work closely with and shall promptly implement any advice or recommendations made by the Trustees in the event that intervention is either threatened or is carried out by the Secretary of State and the Trustees expressly reserve the unfettered right to review, modify or remove any power or responsibility conferred on the Local Governing Body under this Scheme of Delegation in such circumstances.

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8. REVIEW AND TERMINATION

8.1 This Scheme of Delegation shall operate from the Effective Date in respect of the schools in the Hub which have joined the Trust.

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

8.3 The Trustees have absolute discretion to review this Scheme of Delegation and to alter any provisions of it at any time.

8.4 In considering any material changes to this Scheme of Delegation or any framework on which it is based, the Trustees will have regard to and give due consideration of any views of the Local Governing Body, the Director of the Hub.

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APPENDIX

FUNCTIONING OF THE LOCAL GOVERNING BODY

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

1.1 Unless the Trustees shall otherwise direct, the LGB Members shall each school year, at their first meeting in that year, elect a chair and a vice-chair and a chair of the finance and other committees from among their number to serve until a

successor is appointed or a vacancy occurs as envisaged in paragraph 1.3. A person who is employed by the Trust (whether or not at the school) shall not be eligible for election as chair or vice-chair.

1.2 Subject to paragraph 1.4, the chair and vice-chair and the chairs of the finance and other committees shall hold office as such until his or her successor has been elected in accordance with this clause 1.

1.3 The chair or vice-chair or the chairs of the finance and other committees may at any time resign his or her office by giving notice in writing to the Local Governing Body. The chair or vice-chair or the chairs of the finance and other committees shall cease to hold office if:

1.3.1 He or she ceases to serve on the Local Governing Body;

1.3.2 He or she is employed by the Trust whether or not at the school;

1.3.3 He or she is removed from office in accordance with this Scheme of Delegation; or

1.3.4 in the case of the vice-chair, he or she is elected in accordance with this Scheme of Delegation to fill a vacancy in the office of chair.

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1.4 Where by reason of any of the matters referred to in paragraph 1.3, a vacancy arises in the office of chair or vice-chair or the chairs of the finance and other committees, the members of the Local Governing Body shall at its next meeting elect one of their number to fill that vacancy.

1.5 Where the chair is absent from any meeting or there is at the time a vacancy in the office of the chair, the vice-chair shall act as the chair for the purposes of the meeting.

1.6 Where in the circumstances referred to in paragraph 1.5 the vice-chair is also absent from the meeting or there is at the time a vacancy in the office of vice-chair, the LGB Members shall elect one of their number to act as a chair for the purposes of that meeting, provided that the person elected shall not be a person who is employed by the Trust (whether or not at the school).

1.7 A Trustee may act as chair during that part of any meeting at which the chair is elected.

1.8 Any election of the chair or vice-chair which is contested shall be held by secret ballot.

1.9 The chair or vice-chair may be removed from office by the Trustees at any time, or by the Local Governing Body in accordance with this Scheme of Delegation.

1.10 A resolution to remove the chair or vice-chair from office which is passed at a meeting of the Local Governing Body shall not have effect unless:

1.10.1 it is confirmed by a resolution passed at a second meeting of the Local Governing Body held not less than fourteen days after the first meeting; and

1.10.2 the matter of the chair's or vice-chair's removal from office is specified as an item of business on the agenda for each of those meetings.

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

2. CONFLICTS OF INTEREST

2.1 Any LGB Member who has or can have any direct or indirect duty or personal interest (including but not limited to any personal financial interest) which conflicts or may conflict with his or her duties as a LGB Member shall disclose that fact to the Local Governing Body as soon as he becomes aware of it. A person must absent himself or herself from any discussions of the Local Governing Body in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the school and any duty or personal interest (including but not limited to any personal financial interest).

2.2 For the purpose of paragraph 2.1, a person has a personal financial interest if he or she is in the employment of the Trust or is in receipt of remuneration or the provision of any other benefit directly from the Trust or in some other way is linked to the Trust or the school.

2.3 In any conflict between any provision of this Scheme of Delegation and the Articles, the Articles shall prevail.

2.4 Any disagreement between the members of the Local Governing Body and the Principal or any subcommittee of the Local Governing Body shall be referred to the Trustees for their determination.

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

3. THE MINUTES

3.1 The minutes of the proceedings of a meeting of the Local Governing Body shall be drawn up and entered into written records kept for the purpose by the person authorised to keep the minutes of the Local Governing Body; and shall be signed (subject to the approval of the members of the Local

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Governing Body) at the same or next subsequent meeting by the person acting as chair thereof. The minutes shall include a record of:

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

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

3.2 The chair shall ensure that copies of minutes of all meetings of the Local Governing Body (and of such of the subcommittees as the Trustees shall from time to time require) shall be provided to the Trustees as soon as reasonably practicable after those minutes are approved.

4. COMMITTEES

4. Subject to this Scheme of Delegation and to any contrary direction by the Trustees, the Local Governing Body shall establish a Finance Committee and may establish any other subcommittee. The constitution, membership, terms of reference and proceedings of any subcommittee shall be determined by the Local Governing Body but having regard to any views of the Trustees. 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 Local Governing Body, provided that a majority of the members of any such subcommittee shall be members of the Local Governing Body or Trustees. The Local Governing Body may determine that some or all of the members of a subcommittee who are not Trustees or who do not serve on the Local Governing Body shall be entitled to vote in any proceedings of the subcommittee. No vote on any matter shall be taken at a meeting of a subcommittee unless the majority of members of the subcommittee present are either Trustees or LGB Members.

5. DELEGATION

5.1 Provided such power or function has been delegated to the Local Governing Body, the Local Governing Body, subject to the terms of the Trust's Finance Manual, may further delegate to any person serving on the Local Governing Body, committee, the Headteacher or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may

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be made subject to any conditions either the Trustees or the Local Governing Body may impose and may be revoked or altered.

- 5.2 Where any power or function of the Trustees or the Local Governing Body is exercised by the Finance Committee or any other subcommittee, any Trustee or LGB Member, the Headteacher or any other holder of an executive office, that person or subcommittee shall report to the Local Governing Body in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Local Governing Body immediately following the taking of the action or the making of the decision.

6. MEETINGS OF THE LOCAL GOVERNING BODY

- 6.1 Subject to this Scheme of Delegation, the Local Governing Body may regulate its proceedings as the members of the Local Governing Body think fit.

- 6.2 The Local Governing Body shall meet at least three times in every school year. Meetings of the Local Governing Body shall be convened by the clerk to the Local Governing Body. In exercising his or her functions under this Scheme of Delegation the clerk shall comply with any direction:

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

6.2.2 given by the chair of the Local Governing Body or, in his or her absence or where there is a vacancy in the office of chair, the vice-chair of the Local Governing Body, so far as such direction is not inconsistent with any direction given as mentioned in 6.2.1 above.

- 6.3 Any three members of the Local Governing Body may, by notice in writing given to the clerk, requisition a meeting of the Local Governing Body; and it shall be the duty of the clerk to convene such a meeting as soon as is reasonably practicable.

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- 6.4 Each LGB Member shall be given at least seven clear days before the date of a meeting:
- 6.4.1 notice in writing thereof, signed by the clerk, and sent to each LGB Member at the address provided by each member from time to time; and
 - 6.4.2 a copy of the agenda for the meeting; provided that where the Trustees, the chair or, in his or her absence or where there is a vacancy in the office of chair, the vice-chair, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he or she directs.
- 6.5 The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.
- 6.6 A resolution to rescind or vary a resolution carried at a previous meeting of the Local Governing Body shall not be proposed at a meeting of the Local Governing Body unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.
- 6.7 A meeting of the Local Governing Body shall be terminated forthwith if:
- 6.7.1 the members of the Local Governing Body so resolve; or
 - 6.7.2 the number of members present ceases to constitute a quorum for a meeting of the Local Governing Body in accordance with paragraph 6.10, subject to paragraph 6.12.
- 6.8 Where in accordance with paragraph 6.7 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the clerk as soon as is reasonably practicable, but in

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any event within seven days of the date on which the meeting was originally to be held or was so terminated.

6.9 Where the Local Governing Body resolves in accordance with paragraph 6.7 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Local Governing Body shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the clerk to convene a meeting accordingly.

6.10 Subject to paragraph 6.12, the quorum for a meeting of the Local Governing Body, and any vote on any matter thereat, shall be one half of the members of the Local Governing Body (rounded up to a whole number) at the date of the meeting.

6.11 The Local Governing Body may act notwithstanding any vacancies on its board, but, if the numbers of persons serving is less than the number fixed as the quorum, the continuing persons may act only for the purpose of filling vacancies or of calling a general meeting.

6.12 The quorum for the purposes of:

6.12.1 any vote on the removal of a LGB Member in accordance with this Scheme of Delegation;

6.12.2 any vote on the removal of the chair of the Local Governing Body;

shall be two thirds of the members of the Local Governing Body (rounded up to a whole number) at the date of the meeting.

6.13 Subject to this Scheme of Delegation, every question to be decided at a meeting of the Local Governing Body shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every LGB Member shall have one vote.

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6.14 Subject to paragraphs 6.10 – 6.12, where there is an equal division of votes, the chair of the meeting shall have a casting vote in addition to any other vote he or she may have.

6.15 The proceedings of the Local Governing Body shall not be invalidated by

6.15.1 any vacancy on the board; or

6.15.2 any defect in the election, appointment or nomination of any person serving on the Local Governing Body.

6.16 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the Local Governing Body or of a subcommittee of the Local Governing Body, shall be as valid and as effective as if it had been passed at a meeting of the

Local Governing Body or (as the case may be) a subcommittee of the Local Governing Body duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the Local Governing Body and may include an electronic communication by or on behalf of the Local Governing Body indicating their agreement to the form of resolution providing that the member has previously notified the Local Governing Body in writing of the email address or addresses which the member will use.

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

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

6.17.2 the signed minutes of every such meeting; and

6.17.3 any report, document or other paper considered at any such meeting, are, as soon as is reasonably practicable, made available at the school to persons wishing to inspect them.

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

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- 6.18.1 a named teacher or other person employed, or proposed to be employed, at the school;
 - 6.18.2 a named pupil at, or candidate for admission to, the school; and
 - 6.18.3 any matter which, by reason of its nature, the Local Governing Body is satisfied should remain confidential.
- 6.19 Any LGB Member shall be able to participate in meetings of the Local Governing Body by telephone or video conference provided that:
- 6.19.1 he or she has given notice of his or her intention to do so detailing the telephone number on which he or she can be reached and/or appropriate details of the video conference suite from which he or she shall be taking part at the time of the meeting at least 48 hours before the meeting; and
 - 6.19.2 the Local Governing Body has access to the appropriate equipment.
 - 6.19.3 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 there is otherwise a quorum.

7. NOTICES

- 7.1 Any notice to be given to or by any person pursuant to this Scheme of Delegation shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Scheme of Delegation “address” in relation to electronic communications, includes a number or address used for the purposes of such communications.
- 7.2 A notice may be given by the Local Governing Body to its members either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving

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it at that address or by giving it using electronic communications to an address for the time being notified to the Local Governing Body by the member. A member whose registered address is not within the United Kingdom and who gives to the Local Governing Body an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Local Governing Body.

7.3 A LGB Member present at any meeting of the Local Governing Body shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

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

8. INDEMNITY

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