

SCHEME OF DELEGATION

***Multi-academy trust: Hope Learning Trust, York
Academy: Manor Church of England Academy, York***

Effective Date: [1 April 2015]

1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme:

“Academy” has the meaning ascribed to it in clause 2.1. Certain key information relating to the Academy is contained within Appendix 2;

“Academies Financial Handbook” means the DfE’s financial handbook for Academies in force from time to time;

“Articles” means the Articles of Association of the Trust (and references in this Scheme to a numbered **“Article”** or **“Articles”** shall mean those specific provisions of the Articles);

“Board of Directors” means the Board of Directors of the Trust;

“Budget” means the annual budget set by the Directors for the Academy in accordance with the Master Funding Agreement and/or Relevant Funding Agreement;

“Church Supplemental Agreement” means the Church Supplemental Agreement entered into between (1) Hope Learning Trust, York (2) The York Diocesan Board of Finance Limited (both as owner of the Land and on behalf of the York Diocesan Board of Education as Diocesan Authority) and (3) The Secretary of State for Education;

“DBE” means the Diocesan Board of Education for the diocese within which the Academy is situated;

“DYET” means The Diocese of York Educational Trust (**“DYET”**), a company limited by guarantee incorporated in England and Wales with company number 07943724;

“Directors” means the directors of the Trust;

“Effective Date” means 1 April 2015

“Executive Principal” means such person as may be appointed by the Directors as Executive Principal with responsibility for the Academy.

“LGC” means the Local Governing Body of the Academy constituted by clause 4.4 of this Scheme and pursuant to Articles 100-104 The Local Governing Body shall be known as the Local Governing Committee of the Academy;

“Master Funding Agreement” means the Master Funding Agreement entered into by the Trust and the Secretary of State on 20 March 2015;

“Members” means the members of the Trust;

“Principal” means the head teacher of the Academy

“Relevant Funding Agreement” means the Supplemental Funding Agreement entered into by the Trust and the Secretary of State in respect of the Academy on 20 March 2015;

“Secretary of State” means the Secretary of State for Education and his successors;

“Scheme” means this Scheme of Delegation;

“Trust” means the Hope Learning Trust, York;

“Trustees” has the meaning given to that term in the Articles;

- 1.2 Except as expressly provided in this Scheme, words and expressions not defined in this Scheme shall have the same meaning accorded to them in the Articles and the Relevant Funding Agreement entered into by the Trust.
- 1.3 Reference in this Scheme to clauses, paragraphs and annexes shall, unless otherwise stated, be to clauses, paragraphs and annexes of this Scheme.
- 1.4 In the event of conflict between any provision of this Scheme and the Articles, the Articles shall prevail.

2. INTRODUCTION AND COMMENCEMENT

- 2.1 As a charity and company limited by guarantee, the Trust is governed by a Board of Directors who are responsible for, and oversee, the management and administration of the Trust and the academies run by the Trust. Manor Church of England Academy (the **“Academy”**) is one of the academies.
- 2.2 The Directors are accountable to the Members as well as external government agencies including the Charity Commission and the Department for Education (including any successor bodies) for the quality of the education provided by the Trust and they are required to have systems in place through which they can assure themselves of quality, safety and good practice. As the Academy is a Church of England academy, designated as such, the Directors are also accountable to:
 - (a) the DBE under the provisions of the Diocesan Boards of Education Measure 1991; and
 - (b) DYET (to the extent that the DBE has delegated its functions and decision making powers and responsibilities to DYET or where accountability to DYET is expressly provided for within any Church Supplemental Agreement entered into in respect of the Academy); and
 - (c) the Trustees to ensure that the Academy is conducted as a Church of England school, that the objects of such trust are upheld and that the land is used for purposes which are consistent with the objects of the Trust.
- 2.3 In order to discharge these responsibilities, the Directors may appoint people with appropriate skills and knowledge to serve on the LGC which has been established to assist with the good governance of the Academy in accordance with clause 4.4 of this Scheme and Articles 101-104. The LGC shall be both:
 - (a) an **“Advisory Body”** for the Academy as required by the Master Funding Agreement; and
 - (b) a committee to which the Directors delegate certain matters (as specified in this Scheme and in supplemental policies and procedures) in accordance with the permissions set out in the Articles.
- 2.4 This Scheme explains the ways in which the Directors fulfil their responsibilities for the leadership and management of the Academy, the respective roles and responsibilities of the Directors and the members of the LGC and the commitments to each other to ensure the success of the Academy. This Scheme does not contain details of every aspect that will be delegated to the LGC. Terms of reference within which each LGC will operate will be established by the Board of Directors’ strategic

plans, policies and procedures for the Academy, the Budget and any direction given or rules and directions set by the Board of Directors.

- 2.5 This Scheme has been put in place by the Directors, following consultation with all relevant parties as they deem appropriate including, the DBE and DYET, from the Effective Date in accordance with the provisions of the Articles and it should be read in conjunction with those Articles as well as with:
- (i) the Directors' strategic plans and policies for the Academy;
 - (ii) any budget set for the Academy; and
 - (iii) any directions given or rules and regulations set by the Directors.
- 2.6 Any disagreement or ambiguity regarding how this Scheme is to apply as between the Directors, the members of the LGC and the Principal or any subcommittee of the LGC or delegatee shall be referred to the Directors for their determination.

3. ETHOS, MISSION STATEMENT AND EXCELLENCE AND EQUITY FOR ALL CHILDREN

- 3.1 The Academy's ethos is as follows:

Recognising its historic foundation, the Academy will preserve and develop its religious character in accordance with the principles of the Church of England and in partnership with the Church at Parish and Diocesan level.

The Academy aims to serve its community by providing an education of the highest quality within the context of Christian belief and practice. It encourages an understanding of the meaning and significance of faith and promotes Christian values through the experience it offers to all its pupils.

- 3.2 The Academy's mission statement is as follows:

Serving others, Growing together, Living life to the full.

- 3.3 The Trust's statement of excellence and equity is as follows:

Education is inevitably a process of change; it is self-evident that no child starting school will be the same when they leave. What is important is that the change is for the good and that the guiding principles of that change are based on sound educational, moral and Christian precepts. The Bible (John 10.10) quotes Jesus saying 'I have come that they may have life and may have it in all its fullness' and that is what the change should achieve; the fullest possible life.

To achieve that state, children must be highly literate and numerate so that they can access all that the world has to offer. They must be able to use technology confidently and competently to help them on their educational journey to live life in all its fullness. Life's fullness also requires each child to know about the world and its history, to be able to appreciate and create art and music in their many forms and to have fit, active minds and bodies.

People who can truly be described as educated do not just have a vast bank of knowledge; they have the ability to use that knowledge for their own good and for the good of humanity. The development of a strong spiritual and moral framework is an essential part of the education that will be on offer. In a Church of England school, this strong spiritual and moral framework will be based on Christian values.

The two great commandments given by Jesus will underwrite the life of each school; they are to 'love God' and to 'love your neighbour as yourself'. Whether a Church of England Academy or not, the commitment to the spiritual development of every child and the need to instil within them a strong sense of moral responsibility, will lie at the

heart of our work. For the same reason that the schools will be inclusive and, working alongside the parish church, serve their local community by welcoming those of all faiths and none, nourishing and cherishing every child.

There should be explicit evidence of fulfilment in the daily worship of the school but also in high quality Religious Education where children will learn about Christianity and other world religions so that they can understand other people's points of view and learn to live in harmony with those about them.

Every child is unique and precious and must be given the chance to flower in a healthy, safe and secure environment and have their individual skills, talents and spiritual development nourished so that they bloom and prosper, enriched by life-long learning and service to others which will offer each one the opportunity to experience life in all its fullness.

The Directors and the LGC recognise their responsibility towards the common good, not just of the academies for whom the Trust is responsible, but of all the families and communities in the areas served by the Trust. Whilst former Community schools joining the Trust will not acquire the characteristics and accountabilities of a school with a Church of England designation, by joining the Trust they undertake to respect the values upon which it is founded.

4. DIRECTORS' POWERS AND RESPONSIBILITIES

- 4.1 The Directors have overall responsibility and ultimate decision making authority for all the work of the Trust, including the establishing and running of schools and in particular the running of the Academy as a Church of England school. This is both exercised through strategic planning and the setting of policy within a framework of delegation to the LGC and the Academy's management. It is managed through, amongst other things, business planning, monitoring of budgets, performance management, the setting of standards and the implementation of quality management processes. The Directors have the power to direct change where required.
- 4.2 The Directors must:
- (i) comply with any lawful directions issued to the Trust;
 - (ii) act in the fulfilment of the Trust's objects; and
 - (iii) have regard to the advice of the DBE generally and in particular in respect of upholding the Trust's objects.
- 4.3 Directors will have regard to the interests of the other academies for which the Trust is responsible in deciding and implementing any policy or exercising any authority in respect of the Academy.
- 4.4 Articles 100, 101 and 101A provide for the appointment by the Directors of committees to whom the Directors may delegate certain of the functions of the Directors. In further recognition of the Directors' power to delegate under Article 105 of the Articles, and from the date of this Scheme, subject always to the terms of

the Articles and this Scheme, responsibility for the running of the Academy from the Effective Date will be delegated to the committee established by this Scheme and which shall be known as the LGC of the Academy. The Directors will maintain general oversight and receive regular updates on decisions made by the LGC and management pursuant to the delegations in place.

- 4.5 In the event that the LGC has significant concerns on any matter relating to the Academy, they should promptly notify the Directors.
- 4.6 In pursuance of the delegated powers given in accordance with this Scheme, the LGCs of two or more Academies may seek to collaborate or pool resources to further the objects of the Trust more efficiently. The LGCs who are intending to so collaborate shall first obtain the approval of the Directors.
- 4.7 The constitution, membership and proceedings of the LGC are determined by the Directors and this Scheme expresses such matters as well as acknowledging any authority delegated to the LGC in order to enable the LGC to assist with the running of the Academy and to enable fulfilment of the Academy's mission.

5. CONSTITUTION OF THE LGC

5.1 Members of the LGC (local governors)

- 5.1.1 The number of people who shall sit on the LGC shall be not less than three but, unless otherwise determined by the Directors, shall not be subject to any maximum. The number of people sitting on the LGC who are employed by the Academy (including the Principal) shall not exceed one third of the total number of persons on the LGC.
- 5.1.2 The LGC shall have the members specified in Appendix 2.
- 5.1.3 The Directors, if appointed to a LGC in accordance with this Scheme of Delegation, shall also be entitled to serve on the LGC and attend any meetings of the LGC. For the avoidance of doubt, any Director attending a meeting of the LGC shall count towards the quorum for the purposes of the meeting and shall be entitled to vote on any resolution being considered by the LGC.
- 5.1.4 All persons appointed or elected to the LGC shall give a written undertaking to the Directors, the DBE and DYET, to uphold the object of the Trust.

5.2 Appointment of members of the LGC

- 5.2.1 The members of the LGC, who shall be called "local governors," shall be appointed in accordance with the requirements specified in Appendix 2 and below.

- 5.2.2 The Directors shall be responsible for the appointment of staff local governors. In the appointment of staff local governors, the LGC shall invite nominations from all staff employed under a contract of employment to work at the Academy (and, at the discretion of the LGC where they feel this is appropriate, others who are engaged under a contract for services or otherwise engaged to provide services to the Academy) (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 LGC.
- 5.2.3 The Principal shall be treated for all purposes as being an ex officio member of the LGC.
- 5.2.4 Subject to clause 5.2.8, the parent members of the LGC shall be elected by parents of registered pupils at the Academy and he or she must be a parent of a pupil at the Academy at the time when he or she is elected.
- 5.2.5 The Directors shall make all necessary arrangements for, and determine all other matters relating to, an election of the parent members of the LGC, including any question of whether a person is a parent of a registered pupil at the Academy. Any election of persons who are to be the parent members of the LGC which is contested shall be held by secret ballot.
- 5.2.6 The arrangements made for the election of the parent members of the LGC shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he prefers, by having his ballot paper returned to the Academy by a registered pupil at the Academy.
- 5.2.7 Where a vacancy for a parent member of the LGC is required to be filled by election, the LGC shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
- 5.2.8 The number of parent members of the LGC required shall be made up by persons appointed by the Directors 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 member of the LGC pursuant to clause 5.2.8, the Directors shall appoint a person who is the parent of a registered pupil at the Academy; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

5.2.10 It is important that local governors have the skills required to contribute to the effective governance and success of the Academy and to develop the Academy in accordance with its ethos. Foundation local governors have a special role in, and responsibility for, ensuring that the Christian character of the school is secured, preserved, developed and is conducted in accordance with any trust deed relating to the Academy. The LGC shall keep their skills under review and shall promptly notify the Directors in the event that they do not feel they have an appropriate range of skills and experience to effectively carry out their functions. Due attention must be given to succession planning.

5.3 Co-opted members of the LGC

5.3.1 Where and to the extent that this is permitted by Appendix 2, the LGC may co-opt, in consultation with the Directors, a person to serve on the LGC.

5.4 Term of office

5.4.1 The term of office for any person serving on the LGC shall be 4 years, save that this time limit shall be amended as specified in Appendix 2 and shall not apply to the Principal who shall be treated for all purposes as being an ex officio local governor. Persons who are “co-opted” to the LGC in accordance with clause 5.3.1 shall serve for 1 year. Subject to remaining eligible to be a particular type of local governor, any person may be re-appointed or re-elected (including being “co-opted” again) to the LGC. In general it is not anticipated that members of the LGC shall serve for a period of more than three terms of four years, save for where they are ex officio a local governor.

5.5 Resignation and removal

5.5.1 A person serving on the LGC shall cease to hold office if he resigns his office by notice to the LGC (but only if at least three persons appointed under clause 5.2.1 will remain in office when the notice of resignation is to take effect).

5.5.2 A person serving on the LGC shall cease to hold office if he is removed in accordance with Appendix 2.

5.5.3 If any person who serves on the LGC in his capacity as an employee at the Academy ceases to work at the Academy then he shall be deemed to have resigned and shall cease to serve on the LGC automatically on termination of his work at the Academy.

5.5.4 Where a person who serves on the LGC resigns his office or is removed from office, that person or, where he is removed from office, those removing him, shall give written notice thereof to the LGC, who shall inform the Chair of the Board of Directors.

5.6 Disqualification of members of the LGC

- 5.6.1 No person shall be qualified to serve on the LGC unless he is aged 18 or over at the date of his election or appointment. No current pupil or student of the Academy shall be entitled to serve on the LGC.
- 5.6.2 A person serving on the LGC shall cease to hold office if he becomes incapable by reason of illness or injury of managing or administering his own affairs.
- 5.6.3 Save in the case of an ex officio position, a person serving on the LGC shall cease to hold office if he is absent without the permission of the Chair of the LGC from all the meetings of the LGC held within a period of six months and the LGC resolves that his office be vacated.
- 5.6.4 A person shall be disqualified from serving on the LGC if:
- (i) his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
 - (ii) he is the subject of a bankruptcy restrictions order or an interim order.
- 5.6.5 A person shall be disqualified from serving on the LGC 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 person serving on the LGC shall cease to hold office if he would cease to be a director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- 5.6.7 A person shall be disqualified from serving on the LGC if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.
- 5.6.8 A person shall be disqualified from serving on the LGC if they are a person in respect of whom a direction has been made under section 142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.
- 5.6.9 A person shall be disqualified from serving on the LGC where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 178 (persons disqualified from being charity trustees or trustees of a charity) of the Charities Act 2011.

- 5.6.10 After the Academy has opened, a person shall be disqualified from serving on the LGC if, having reasonably been requested to do so, he has not provided to the Chair of the LGC 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 the Chair of the Board of Directors or the Executive Principal confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.
- 5.6.11 Where, by virtue of this Scheme, a person becomes disqualified from serving on the LGC; and he was, or was proposed, to so serve, he shall upon becoming so disqualified give written notice of that fact to the LGC, who shall inform the Directors.
- 5.6.12 This clause 5.6 and paragraph 2 of Appendix 1 shall also apply to any member of any committee of the LGC who is not otherwise a member of the LGC.

6. DELEGATED POWERS

6.1 General Provisions

6.1.1 Subject to the provisions of:

- (a) the Companies Act 2006;
- (b) the Articles;
- (c) the strategic plan and policies of the Directors of the Trust;
- (d) any Budget set by the Directors for the Academy;
- (e) any directions given and rules and regulations set by the Directors of the Trust;
- (f) consideration of any advice properly given by or on behalf of the DBE; and
- (g) compliance with any directions properly made by or on behalf of the DBE under the Diocesan Boards of Education Measure 1991 (as amended),

the management of the business of the Academy shall otherwise be delegated by the Directors to the LGC who may exercise all the powers of the Trust in so far as they relate solely to the Academy, in accordance with the terms of this Scheme.

6.1.2 No alteration of the Articles and no such direction shall invalidate any prior act of the LGC which would have been valid if that alteration had not been made or that direction had not been given.

6.1.3 Except as provided for in this Scheme, the powers given by this Scheme shall not be limited by any special power given to the Directors by the Articles or to the LGC by this Scheme and a meeting of the LGC at which a quorum is present may exercise all the powers so delegated.

6.1.4 The Appendices to this Scheme set out the general principles and levels of delegation of responsibilities from the Directors to the LGC . The Appendices will be reviewed by the Directors on an annual basis. Directors reserve the right to remove or alter any delegation at any time, whilst having due regard to, but not being bound by, the views of the LGC.

6.1.5 Except as provided for in this Scheme and its Appendices, and subject to all applicable limits contained herein, in addition to all powers hereby expressly conferred upon the LGC and without detracting from the generality of the powers delegated, the LGC shall have the following powers, namely:

- i) to expend certain funds of the Trust as permitted by clause 6.3.1 in such manner as the LGC shall consider most beneficial for the achievement of the Object of the Trust in so far as it relates to the Academy; and
- ii) to enter into such contracts as permitted by clause 6.3.1 on behalf of the Trust in so far as they relate solely to the Academy and are permitted by the Directors provided always that any contract that is entered into on behalf of the Academy must be in the name of the Trust. Notwithstanding anything contained within this Scheme, the LGC is not able to enter into any document which is to be executed as a deed: any contracts or other documents which require execution as a deed should be passed to the Company Secretary of the Trust to arrange for execution.

6.1.6 In the exercise of its powers and functions, the LGC shall consider any advice given by the Executive Principal and any other executive officer as well as the Directors.

6.1.7 No monies of the Trust (whether or not authority to expend has been devolved to the LGC) shall be paid into any bank account other than a bank account authorised by the Directors. Any bank account in which money of the Trust in so far as it relates to the Academy is deposited shall be operated by the LGC 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 LGC and the Directors. Payments may only be made when appropriate approvals are in place.

6.2 Ethos and Values

6.2.1 Whilst the LGC shall be responsible for ensuring that the Academy is conducted in accordance with its ethos and values referred to in clause 3, the determination of the Academy's ethos and mission statement shall be the responsibility of the Directors.

6.2.2 Neither the Directors nor the LGC shall make or seek to make any alteration to the religious character of the Academy or the conduct of the Academy as a Church of England school without the consent of the DBE.

6.2.3 At all times, the Directors and the LGC shall ensure that the Academy is conducted in accordance with the object of the Trust, the terms of any trust governing the use of the land which is used for the purposes of the Academy, any Church Supplemental Agreement or other Diocesan agreement that has been entered into in respect of the Academy and any agreement entered into with the Secretary of State for the funding of the Academy.

6.3 Powers

Contracts and other expenditure

- 6.3.1 Whilst the LGC shall have the power to enter into contracts and otherwise incur expenditure on behalf of the Trust in so far as they relate solely to the Academy pursuant to clause 6.1.5, the LGC shall first obtain the written consent of the Directors to any contracts or expenditure above £5,000 (or such other amount as may be agreed in policies approved by the Directors or otherwise notified by the Directors to the LGC from time to time). This limit applies to any single contract/item of expenditure or any series of contracts/items of expenditure which relate to the same matter, thing or project. All spending obligations entered into must be in accordance with the Budget.
- 6.3.2 In the event of circumstances arising where the continuity of business, specifically educational delivery, has been disrupted, and the circumstances mean that it is not possible to get the required approvals within the necessary timeframes, the specified limits above may be overlooked in order to make any necessary immediate corrective arrangements. An example of this would be the need to urgently correct damage from a burglary or vandalism which has the potential to close or materially impair the Academy's ability to function. Approval should be sought from the Chair of the Board of Directors (or, in their absence, another Director) where possible, however where this is not possible, approval of the Principal or Chair of the LGC will suffice. Any action should be reported promptly to the LGC and Board of Directors.

Finance

- 6.3.3 Subject always to the financial and other limits contained within this Scheme and the requirements of the Academies Financial Handbook and all supplementary requirements, the Directors delegate to the LGC the responsibility to plan, manage and expend such of the monies received under the Relevant Funding Agreement or otherwise solely for the purposes of the Academy as may be determined by the Directors in accordance with the Budget. It is acknowledged that the Directors may retain some such monies received on account of the Academy for the purposes of undertaking certain of the Trust's functions and meeting its responsibilities.
- 6.3.4 The accounts of the Trust shall be the responsibility of the Directors but the LGC shall provide such information about the finances of the Academy as often and in such format as the Directors shall require. Without prejudice to the above, the LGC shall provide monthly management accounts to the Directors.
- 6.3.5 The Principal Financial Officer shall cause detailed financial procedures to be drawn up and thereafter reviewed on a termly basis. The detailed financial procedures shall include the matters relating to finance and risk contained in this Scheme and all other matters required by the regulations and other requirements applying to the Trust (including the provisions of the Master Funding Agreement, Relevant Funding Agreement and the Academies Financial Handbook). The Directors will approve the

detailed financial procedures on an annual basis, having considered any advice received by the LGC in respect of the applicability of those financial procedures to the Academy. The procedures will include (amongst other things) mechanisms for the safeguarding of funds, and appropriate restrictions on the involvement of any individual in the decision making process for, or processing of, any transaction or financial matter where that individual has or may have a conflict of interest in relation to that matter.

- 6.3.6 The LGC shall ensure that proper procedures are put in place for the safeguarding of funds responsibility for which is delegated to them, and that the Trust's financial procedures are followed. The requirements of the Academies Financial Handbook must be observed at all times as well as any requirements and recommendations of the Directors and the Secretary of State.
- 6.3.7 All borrowing shall be approved by the Directors in advance. For the avoidance of doubt the Directors and the LGC acknowledge the restriction on borrowing contained in the Master Funding Agreement.
- 6.3.8 The LGC shall inform the Directors of any need for significant unplanned expenditure and will discuss with the Directors (and others as the Directors shall require) options for identifying available funding. Any change to the Budget must be agreed by the Directors.
- 6.3.9 The LGC shall develop appropriate risk management strategies and shall at all times adopt financial prudence in managing the financial affairs of the Trust in so far as these relate to the Academy and are responsibilities delegated to them pursuant to this Scheme. The LGC shall comply with any risk management strategy, policy or procedure adopted by the Directors and will provide such information about any areas of risk notified to the Directors as the Directors shall require from time to time.
- 6.3.10 Both the Directors and the LGC acknowledge that the DBE, DYET and the York Diocesan Board of Finance have no liability or responsibility, financial or otherwise, for or on behalf of the Trust or the Academy in any situation.

6.4 Premises

- 6.4.1 Subject to and without prejudice to clauses 6.3.1 and 6.4.3, the use of monies apportioned in the Budget for the routine maintenance of the buildings and facilities used in respect of the Academy will be the responsibility of the LGC, who shall have regard at all times to the safety of the users of the buildings and the facilities and the legal responsibilities of the Directors (and/or any others) as owners of such buildings and facilities. The LGC shall notify the Diocesan Schools Building Officer prior to incurring any expenditure in excess of £3,000 for such items.

- 6.4.2 The Directors may have regard to, but not be bound by, the views of the LGC in developing any mid to long term estate management strategy (in conjunction with the Diocesan School Buildings Officer) that will identify the suitability of building and facilities in light of long term curriculum needs and the need for and availability of capital investment to meet their responsibility to ensure the buildings and facilities are maintained to a good and safe standard.
- 6.4.3 The responsibility for any disposals or acquisitions of land owned by the Trust will be that of the Directors. The LGC must also obtain the Directors' approval to any other agreement in connection with the use or enjoyment of such land. Where land is not owned by the Trust, the LGC must obtain the approval of the Directors, who will ensure that appropriate third party consents have been obtained before providing their consent.
- 6.4.4 Insuring the land and buildings used by the Academy will be the responsibility of the Directors who may recover the cost from the budget delegated to the LGC.
- 6.4.5 The LGC will notify the Directors as soon as reasonably practicable following the occurrence of an event in respect of which insurance has been obtained. The responsibility for notifying the insurers is with the Principal, under the supervision of the LGC. The Directors and the LGC will provide each other with all necessary information and assistance as may be helpful in the management of any insurance claims.

6.5 Human Resources

6.5.1 Executive Principal, Principal and Deputy Principal

6.5.1.1 The Directors shall:

- (a) appoint the Executive Principal and Principal after consultation with the LGC and the DBE and having made use of any relevant powers under section 124A of the School Standards and Framework Act 1998 or under the Relevant Funding Agreement; and
- (b) appoint the Deputy Principal in accordance with the Articles

and may dismiss the Executive Principal and/or Principal and/or Deputy Principal. Appropriate involvement will be afforded to the LGC and the DBE in accordance with the Trust's Human Resources policies.

6.5.1.2 The Directors and the LGC may delegate such powers and functions to the Executive Principal and/or Principal and/or Deputy Principal as they consider are required by them for the internal organisation, management and control of the Academy (including responsibility for the implementation of all policies set by the Directors

and/or the LGC (as appropriate) for the direction of the teaching and curriculum at the Academy.

6.5.1.3 The Directors, together with the LGC, shall carry out the regular performance management of the Executive Principal, Principal and Deputy Principal in accordance with the Trust's Human Resources policies. The Directors shall put in place procedures for their proper professional and personal development.

6.5.2 Other Staff

6.5.2.1 The Directors shall be responsible for the appointment and contractual management (including dismissal) and compliance of all other staff (to include teaching and non-teaching staff) employed to work at the Academy. In appointing staff the Directors will have regard where relevant to their powers under section 124A of the School Standards and Framework Act 1998 or to the powers provided to them under the relevant supplemental funding agreement in respect of each Academy and to their power where relevant to declare a Genuine Occupational Requirement for non-teaching appointments where they believe this to be justified. Directors may delegate all or any of these powers to the LGC or otherwise as it may see fit, as specified in the Trust's Human Resources policies from time to time.

6.5.2.2 In so far as there is delegation of powers to the LGC pursuant to clause 6.5.2.1 above, the LGC shall:

- (a) comply with all policies dealing with staff issued by the Directors from time to time;
- (b) take account of any pay terms set by the Directors;
- (c) adopt any standard contracts or terms and conditions for the employment of staff issued by the Directors;
- (d) operate appropriate and transparent procedures;
- (e) manage any claims and disputes with staff members having regard to and implementing any advice and recommendations given by the Directors; and
- (f) obtain appropriate advice from the DBE.

6.5.2.3 The Directors, together with the LGC as specified in the Trust's Human Resources policies, shall carry out the regular performance management of all other staff, save where this has been otherwise delegated in accordance with the Trust's Human Resources policies. The Directors shall put in place procedures for the proper professional and personal development of such staff.

6.6 Curriculum and Standards

- 6.6.1 In recognition of the Trust's obligation to the Secretary of State to provide a broad and balanced curriculum, the Directors shall be responsible, in conjunction with the Principal, for the setting and review of the curriculum. The Directors may delegate any of its responsibilities for the setting and review of the curriculum to the LGC. Where Directors retain the responsibility for the setting and review of curriculum, they shall have regard to, but not be bound by, any advice provided by the LGC.
- 6.6.2 The Directors shall be responsible for the standards achieved by the Academy and the pupils attending the Academy but may have regard to, but not be bound by, the advice and recommendations of the LGC and the Principal. The Directors will require the LGC to provide regular reports to it in respect of standards and school effectiveness.
- 6.6.3 Subject to the provisions of any statutory admissions code, the LGC shall be responsible for the review from time to time of the Academy's admissions policy. The Directors shall be ultimately responsible for the setting and approval of the admissions policy and no change will be made to the admissions criteria and/or policy without the written consent of the Directors (having obtained the advice of the DBE in accordance with the 1991 Measure).
- 6.6.4 Any decision to expand the Academy shall be that of the Directors (with the written consent of the DBE where necessary) who shall have regard to, but not be bound by, the views of the LGC.

6.7 Extended School and Business Activities

- 6.7.1 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 LGC, this shall only be undertaken in a manner consistent with any policy and requirements set by the Directors and clause 6.7.2 below.
- 6.7.2 In undertaking any activities referred to in clause 6.7.1 above:
- (a) the LGC must ensure that any policy is consonant with the trusts and ethos of the Academy; and
 - (b) the LGC 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 LGC shall discuss and agree with Directors any plans to generate voluntary (i.e. non grant) funds (including any restricted funds); and

- (d) the LGC 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 Directors; and
- (e) the LGC shall provide the Directors with such supplemental information in respect of the Academy's trading and supplemental activities as the Directors 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 £50,000, the LGC shall advise the Directors of the same and obtain their specific consent to continue trading.

6.7.3 The LGC shall provide an annual report to the Directors detailing such activities, including such details as the Directors may specify from time to time.

6.8 Regulatory Matters

6.8.1 The Directors shall be responsible for the satisfaction and observance of all regulatory and legal matters but the LGC shall:

- (a) take all appropriate steps to ensure that they are familiar with the regulatory and legal requirements applying to the Academy; and
- (b) do all such things as the Directors may specify as being necessary to ensure that the Trust is meeting its legal obligations.

6.8.2 The LGC has received a copy of:

- (a) the Master Funding Agreement, the Relevant Funding Agreement, (where applicable) the Church Supplemental Agreement and the Commercial Transfer Agreement relevant to the Academy; and
- (b) the property and any trust documents relating to the Academy site; and
- (c) any other key contractual documents relating to the Academy;

and shall conduct their business in accordance with their terms.

7. OPERATIONAL MATTERS

7.1 The LGC shall comply with the obligations set out in the Appendices to this Scheme which deal with the day-to-day operation of, and delegation of responsibilities to, the LGC. Appendix 3 is intended to give guidance on particular matters but should be read in conjunction with the Scheme as a whole and is subject to any restrictions contained in it.

- 7.2 The LGC will adopt and will comply with all policies of the Directors communicated to the LGC from time to time.
- 7.3 Both the Directors and all members of the LGC 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 (subject to the Director's obligations to take all the academies of the Trust into account in its decision making) the Academy and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.
- 7.4 The Directors and the LGC will review their policies and practices on a regular basis and in accordance with any policy review schedule developed by the Directors or the LGC. In setting and reviewing its policies, the Directors may seek advice from the LGC and others (including the DBE and/or DYET) where appropriate. In setting and reviewing its policies, the LGC will also have regard to any advice of the Directors and others (including the DBE and/or DYET) as appropriate, and comply with any directions made by the Directors. The Directors and the LGC acknowledge that regular policy review will be necessary in order to ensure that the governance of the Academy is best able to adapt to the changing political and legal environment.
- 7.5 The LGC shall provide to the Directors such data and information regarding the business of the Academy and the pupils attending the Academy as the Directors may require from time to time.
- 7.6 The LGC shall submit to any inspections by, or required by, the Directors and any inspections pursuant to section 48 of the Education Act 2005 (statutory inspections of Anglican schools).
- 7.7 The LGC shall work closely with and shall promptly implement any advice, recommendations or directions made by the Directors in the event that intervention is either threatened or is carried out by the Secretary of State and the Directors expressly reserve the unfettered right to review or remove any power or responsibility conferred on the LGC or otherwise under this Scheme in such circumstances. The LGC and the Directors shall also consider any advice in connection with a potential intervention given by the DBE and/or DYET.
- 7.8 Nothing in this clause 7 shall prevent the Directors from taking action in respect of any matter where the Directors agree that the particular course of action should be taken in the best interest of the Trust and its academies.

8. REVIEW AND TERMINATION

- 8.1 This Scheme shall operate from the Effective Date in respect of the named Academy.

- 8.2 This Scheme may be terminated by the Directors at any time by giving notice in writing to the LGC.
- 8.3 The Directors will have the absolute discretion to review this Scheme at any time and may (provided that this is in accordance with their legal duties and obligations to the DBE and DYET) alter any provisions of it at any time as they see fit.
- 8.4 In considering any material changes to this Scheme or any framework on which it is based, the Directors will have regard to and give due consideration of any views of the LGC and, where appropriate, the DBE and/or DYET.

This Scheme of Delegation is entered into on 1 April 2015

Signed on behalf of the Company:

.....
Chair of the Board of Directors

Print name:

Date:

Signed on behalf of the LGC:

.....
Chair of the Local Governing Committee

Print name:

Date:

APPENDIX 1

FUNCTIONING OF THE LGC

1. CHAIR, VICE-CHAIR AND SECRETARY OF THE LGC

- 1.1 The Chair of the LGC shall be appointed by the Directors.
- 1.2 The secretary of the LGC shall be appointed by the LGC, having due regard to the views of the Directors.
- 1.3 The members of the LGC shall, for each school year, at their first meeting in that year, elect a vice-Chair from among their number to serve until a successor is elected or a vacancy occurs as envisaged in paragraph 1.5 below. Neither a person who is employed by the Trust (whether or not working at the Academy) nor a person who is at the time of election already a Director of the Trust (except where such person is a Director by virtue of being the incumbent Chair) shall be eligible for election as Chair or vice-Chair.
- 1.4 Subject to paragraph 1.5 below, the Chair or vice-Chair shall hold office as such until his successor has been appointed or elected (respectively) in accordance with this paragraph 1.
- 1.5 The Chair may at any time resign their office by giving notice in writing to the Directors and the LGC. The vice-Chair may at any time resign their office by giving notice in writing to the LGC. The Chair or vice-Chair shall cease to hold office if:
 - 1.5.1 he ceases to serve on the LGC;
 - 1.5.2 he is employed by the Trust whether or not at the Academy;
 - 1.5.3 he is removed from office in accordance with this Scheme; or
 - 1.5.4 in the case of the vice-Chair, he is appointed in accordance with this Scheme to fill a vacancy in the office of Chair.
- 1.6 Where by reason of any of the matters referred to in paragraph 1.5, a vacancy arises in the office of Chair, the Directors shall appoint a new Chair.
- 1.7 Where by reason of any of the matters referred to in paragraph 1.5, a vacancy arises in the office of vice-Chair, the members of the LGC shall at its next meeting elect one of their number to fill that vacancy.
- 1.8 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.
- 1.9 Where in the circumstances referred to in paragraph 1.8 the vice-Chair is also absent from the meeting or there is at the time a vacancy in the office of vice-Chair, the members of the LGC shall elect one of their number to act as a Chair for the purposes of

that meeting, provided that the person elected shall neither be a person who is employed by the Trust (whether or not at the Academy) nor a Director.

- 1.10 Any election of the vice-Chair which is contested shall be held by secret ballot.
- 1.11 The Chair may be removed from office by the Directors at any time.
- 1.12 The vice-Chair may be removed by the Directors at any time, or by the LGC in accordance with this Scheme.
- 1.13 A resolution to remove the vice-Chair from office which is passed at a meeting of the LGC shall not have effect unless:
 - 1.13.1 it is confirmed by a resolution passed at a second meeting of the LGC held not less than fourteen days after the first meeting; and
 - 1.13.2 the matter of the vice-Chair's removal from office is specified as an item of business on the agenda for each of those meetings.
- 1.14 Before a resolution is passed by the LGC at the relevant meeting as to whether to confirm the previous resolution to remove the vice-Chair from office, the person or persons proposing his removal shall at that meeting state their reasons for doing so and the vice-Chair shall be given an opportunity to make a statement in response.
- 1.15 The Directors must be informed of any resolution to remove the vice-Chair.

2. CONFLICTS OF INTEREST

- 2.1 Any member of the LGC who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest (as that phrase is defined in paragraph 2.2 below)) which conflicts or may conflict with his duties as a member of the LGC shall disclose that fact to the LGC as soon as he becomes aware of it. A person must absent himself from any discussions of the LGC in which it is possible that a conflict will arise between his duty to act solely in the interests of the Academy and any duty or personal interest (including but not limited to any Personal Financial Interest).
- 2.2 For the purpose of paragraph 2.1, a person has a Personal Financial Interest if he is in the employment of the 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 Academy.
- 2.3 The members of the LGC shall complete a declaration of interest upon joining which shall be kept up to date on an ongoing basis. The declarations of interest shall be provided to the Directors upon request. The LGC members shall be asked by their secretary to update their declarations at the first meeting in each Academy year.

2.4 This paragraph shall also apply to any member of any committee of the LGC who is not a member of the LGC.

3. THE MINUTES

3.1 The minutes of the proceedings of a meeting of the LGC shall be drawn up and entered into a book kept for the purpose by the person authorised to keep the minutes of the LGC, and shall be signed (subject to the approval of the members of the LGC) 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 made by the LGC ; and

3.1.2 all proceedings at meetings of the LGC and of committees of the LGC 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 LGC (and such of the LGC's subcommittees as the Directors shall from time to time notify) shall be provided to the Directors as soon as reasonably practicable after those minutes are approved or (where required by the Directors) where a draft of the minutes has been produced. Where a meeting of the Board of Directors is to take place before minutes have been approved, draft minutes of the last LGC shall be provided.

4. COMMITTEES

4.1 Subject to this Scheme, the LGC may establish any subcommittees of the LGC as it sees fit. Save as set out in paragraph 5 below, such subcommittees shall not have any delegated powers or responsibilities. The constitution, membership and proceedings of any such subcommittee shall be determined by the LGC but having regard to any views of the Directors and provided that the terms of reference for any subcommittee of the LGC shall be approved by the Directors. The establishment, terms of reference, constitution and membership of any subcommittee shall be reviewed at least once in every twelve months by the LGC. The membership of any subcommittee may include persons who do not also serve on the LGC, provided that a majority of the members of any such subcommittee shall be members of the LGC or Directors. The LGC may determine that some or all of the members of a subcommittee who are not Directors or who do not serve on the LGC 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 voting members of the subcommittee present either are Directors or serve on the LGC.

5. DELEGATION

5.1 Provided such power or function has been delegated to the LGC, the LGC may further delegate to any person serving on the LGC, LGC subcommittee, the Principal 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 shall be made subject to any conditions either the Directors or the LGC may impose and such delegation or conditions may be revoked or altered at any time.

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

6. MEETINGS OF THE LGC

- 6.1 Subject to the provisions contained in this Scheme, the LGC may regulate its proceedings as the members of the LGC think fit.

- 6.2 The full LGC shall meet at least once each term in every school year. Meetings of the LGC shall be convened by the secretary to the LGC. In exercising his functions under this Scheme the secretary shall comply with any direction:

6.2.1 given by the Directors or the LGC; or

6.2.2 given by the Chair of the LGC or, in his absence or where there is a vacancy in the office of Chair, the vice-Chair of the LGC, 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 LGC may, by notice in writing given to the secretary, requisition a meeting of the LGC; and it shall be the duty of the secretary to convene such a meeting as soon as is reasonably practicable.

- 6.4 Each member of the LGC shall be given at least seven clear days before the date of a meeting:

6.4.1 notice in writing thereof, signed by the secretary, and sent to each member of the LGC 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 Chair or, in his absence or where there is a vacancy in the office of Chair, the vice-Chair, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.

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

- 6.6 A resolution to rescind or vary a resolution carried at a previous meeting of the LGC shall not be proposed at a meeting of the LGC 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 LGC shall be terminated or adjourned (as applicable) forthwith if:
- 6.7.1 the members of the LGC so resolve; or
 - 6.7.2 the number of members present fails or ceases to constitute a quorum for a meeting of the LGC in accordance with paragraph 6.10, subject to paragraph 6.12.
- 6.8 Where in accordance with paragraph 6.7 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the secretary as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.
- 6.9 Where the LGC 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 LGC 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 secretary to convene a meeting accordingly.
- 6.10 Subject to paragraph 6.12, the quorum for a meeting of the LGC, and any vote on any matter thereat, shall be any three of the members of the LGC, or, where greater, any one third (rounded up to a whole number) of the total number of members of the LGC at the date of the meeting.
- 6.11 The LGC 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.
- 6.12 The quorum for the purposes of:
- 6.12.1 any vote on the appointment of a parent local governors in accordance with clause 5.2.9;
 - 6.12.2 any vote on the removal of a person in accordance with this Scheme;
 - 6.12.3 any vote on the removal of the vice-Chair of the LGC;
- shall be any two-thirds (rounded up to a whole number) of the persons who are at the time persons entitled to vote on those respective matters.

- 6.13 Subject to this Scheme, every question to be decided at a meeting of the LGC shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the LGC shall have one vote.
- 6.14 Subject to paragraphs 6.10 – 6.12, where there is an equal division of votes, the Chair of the meeting shall have a casting vote in addition to any other vote he may have.
- 6.15 The proceedings of the LGC shall not be invalidated by
- 6.15.1 any vacancy on the LGC; or
 - 6.15.2 any defect in the election, appointment or nomination of any person serving on the LGC.
- 6.16 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the LGC or of a subcommittee of the LGC, shall be valid and effective as if it had been passed at a meeting of the LGC or (as the case may be) a subcommittee of the LGC 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 LGC and may include an electronic communication by or on behalf of the LGC indicating his or her agreement to the form of resolution providing that the member has previously notified the LGC in writing of the email address or addresses which the member will use.
- 6.17 Subject to paragraph 6.18, the LGC shall ensure that a copy of:
- 6.17.1 the agenda for every meeting of the LGC;
 - 6.17.2 the draft minutes of every such meeting, if they have been approved by the person acting as Chair of that meeting;
 - 6.17.3 the signed minutes of every such meeting; and
 - 6.17.4 any report, document or other paper considered at any such meeting,
- are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.
- 6.18 There may be excluded from any item required to be made available in pursuance of paragraph 6.17, any material relating to:
- 6.18.1 a named teacher or other person employed, or proposed to be employed, at the Academy;
 - 6.18.2 a named pupil at, or candidate for admission to, the Academy; and
 - 6.18.3 any matter which, by reason of its nature, the LGC is satisfied (or which the Directors direct) should remain confidential.

6.19 Any member of the LGC shall be able to participate in, and be counted as present at for the purposes of the quorum, meetings of the LGC by telephone or video conference provided that:

6.19.1 he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting; and

6.19.2 the LGC has access to the appropriate equipment,

and provided that, if after all reasonable efforts it does not prove possible for that person to participate by telephone or video conference, the meeting may still proceed with its business provided it is otherwise quorate.

7. NOTICES

7.1 Any notice to be given to or by any person pursuant to this Scheme (including a notice calling a meeting of the LGC) 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, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.

7.2 Save where notice has been given to the contrary:

7.2.1 In the case of a notice in writing to the LGC as a whole, the relevant address shall be the Academy's main site address and the notice shall be marked for the secretary's attention.

7.2.2 In the case of a notice to the Board of Directors, the relevant address shall be the Trust's Registered Address and the notice shall be marked for the Company Secretary's attention.

7.3 A notice may be given to the individual members of the LGC either personally or by sending it by post in a prepaid envelope addressed to the member at their UK home address or by such other UK address as may be notified by that member for such purposes from time to time, or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the LGC by the member.

7.4 A member of the LGC present, either in person or in accordance with paragraph 6.19, at any meeting of the LGC shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

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

8. INDEMNITY

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

APPENDIX 2

A. ACADEMY INFORMATION

Name of Academy: Manor Church of England Academy, York

Address: Millfield Lane, Nether Poppleton, York YO26 6PA

Age range: 11-16

Former status: voluntary aided

Sponsor/convertor: converter

Designated: Church of England

Trust deed (if any): Subject to a trust deed dated 20 October 1835

B. COMPOSITION OF THE LGC

The membership of the LGC shall be comprised as follows:

| Type of local governor | Number | Specific requirements | Appointed/selected by | Removal | Term of office |
|----------------------------|-----------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------|
| Foundation local governors | 11 | Appointed by the DBE (following consultation as appropriate) | DBE | DBE. | 4 years, save in the case of the ex officio. |
| Staff local governors | 3 | Must be a member of staff of the Academy | Elected by staff under clause 5.2.2 of the Scheme | Directors. | 4 years |
| Parent local governors | 3 | Must be a parent of a registered pupil to be elected. | Elected by parents of registered pupils or appointed by the LGC under clauses 5.2.4-5.2.9 of the Scheme | Directors. | 4 years |
| Principal of the Academy | 1 | N/A – ex officio appointment | N/A – ex officio appointment | N/A – ex officio appointment | N/A – ex officio appointment |
| Local Authority | 2 | | Proposed by Local Authority, appointed by LGC, in consultation with the Trust board. | Either of the Local Governing Body or Directors. | 4 years. |
| TOTAL | 20 | | | | |

(Where there is reference to a role for the DBE above, this may be delegated to DYET.)

APPENDIX 3:

[See separate document.]