ST BARTHOLOMEW'S CE MULTI ACADEMY TRUST (1)

and

THE LOCAL GOVERNING BOARD OF ST BARTHOLOMEW'S CE PRIMARY SCHOOL (2)

SCHEME OF DELEGATION

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THIS DEED is dated

PARTIES

(1) **ST BARTHOLOMEW'S CE MULTI ACADEMY TRUST** incorporated and registered in England and Wales with Trust number 10312858 whose registered office is at St Bartholomew's CE Primary School, Sedgley Road, Penn, Wolverhampton, West Midlands WV4 5LG (the "**Trust**"); and

(2) **THE LOCAL GOVERNING BOARD OF ST BARTHOLOMEW'S CE PRIMARY SCHOOL** (which are individually referred to in this agreement as a Governor (of any type) and collectively referred to as "**Governors**" or as the "**Local Governing Board**". Those terms shall include all successor, replacement and additional Governors of St Bartholomew's CE Primary School).

BACKGROUND

(A) As a charity and Trust limited by guarantee, the Trust is governed by a Board of Directors (the "**Directors**") who are responsible for, and oversee, the management and administration of the Trust and the School run by the Trust. St Bartholomew's CE Primary School (the "**School**") is one of the Schools.

(B) The Directors are accountable to external government agencies including the Charity Commission, the Department for Education, Ofsted and the Education Funding Agency (including any successor bodies) for the quality of the education and proper financial management they provide and they are required to have systems in place through which they can assure themselves of quality, safety and good practice.

(C) In order to discharge these responsibilities, the Directors appoint people who are more locally based to serve on a board (the "**Local Governing Board**") which has been established to ensure the good governance of the School.

(D) This document (referred to as the "**Deed**" or the "**Scheme**") explains the ways in which the Directors fulfil their responsibilities for the leadership and management of the School, the respective roles and responsibilities of the Directors and the Governors and their commitments to each other to ensure the success of the School.

(E) This Scheme has been put in place by the Directors from the date set out at the top of page 1 of this Scheme (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.

1 AGREED TERMS

1.1 This Scheme is a binding legal agreement between the Trust and the Governors of the School setting out their respective roles and responsibilities and their commitments to each other to ensure the success of the School.

1.2 Each of the Governors hereby acknowledges that they have been provided with and have read and understood the terms of:

1.2.1 the Articles, a copy of which is annexed as Annexure 1 to this Scheme;

1.2.2 the Master Funding Agreement, a copy of which is annexed as Annexure 2 to this Scheme;

1.2.3 the Supplemental Funding Agreement for the School, copies of which are annexed as Annexure 3 to this Scheme; and

1.2.4 the Lease entered into by the Trust as tenant with City of Wolverhampton Council as landlord, a copy of which is annexed as Annexure 4 to this Scheme (the "**Lease**").

1.3 Each of the Governors agrees to comply with the terms of the documents listed in clauses 1.2.1 and 1.2.4 inclusive and this Scheme throughout the term of their appointment to the Local Governing Board and shall use all reasonable endeavours to carry out and comply with the policies (including trust wide and school based policies), and all directions and instructions issued by the CEO and Directors and further agree that they shall not, whether by their acts or omissions, do anything to put the Directors in breach of their obligations under these documents insofar as their terms are applicable to the School.

1.4 Any conflict between the terms of this Scheme or any of the documents listed in clauses 1.2.1 and 1.2.4 inclusive shall be determined by the Directors acting in the best interests of the Trust as a whole.

1.5 Clause, schedule, annexure and paragraph headings shall not affect the interpretation of this Scheme.

1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.7 The schedules, annexes and background form part of this Scheme and shall have effect as if set out in full in the body of this Scheme. Any reference to this Scheme includes the schedules, annexes and background.

1.8 Words in the singular shall include the plural and vice versa.

1.9 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.10 A reference to **writing** or **written** includes email and GovernorHub.

1.11 Any obligation in this Scheme on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.12 References to clauses, schedules and annexes are to the clauses, schedules and annexes of this Scheme.

2 DIRECTORS' POWERS AND RESPONSIBILITIES

2.1 The directors of the Trust (referred to in this Scheme as the "**Directors**") have overall responsibility and ultimate decision making authority for all of the work of the Trust, including the establishing and running of schools and in particular the School. This is largely exercised through strategic planning and the setting of policies. It is managed through 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.

2.2 The Directors have a duty to act in the fulfilment of the Trust's objects as set out in the Articles.

2.3 The Directors shall ensure that any Local Governing Board constituted in respect of any School falling under Article 4(ii) shall have 25% of its members appointed by CECET and that all its members shall sign an undertaking to CECET to uphold the designated religious character of the said School and the entire Trust.

2.4 The Directors will have regard to the interests of the other Schools for which the Trust is responsible in deciding and implementing any policy or exercising any authority in respect of the School.

2.5 Article 100 provides 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 and subject to the terms of this Scheme, responsibility for the running of the School from the Effective Date will be delegated to the committee

established by this Scheme which shall be known as the Local Governing Board of the School.

2.6 The constitution, membership and proceedings of the Local Governing Board is determined by the Directors and this Scheme expresses such matters.

3 CONSTITUTION OF THE LOCAL GOVERNING BOARD

3.1 Governors

3.1.1 The number of members who shall sit on the Local Governing Board as Governors shall be not less than 3 and not more than 12. In exceptional circumstances, the Directors may appoint additional Governors which take the total number of Governors to more than 12.

3.1.2 The Local Governing Board shall have the following members:

3.1.2.1 up to 3 Foundation Governors appointed by the Diocese of Lichfield, provided the total number of Foundation Governors shall not exceed more than 25% of the total number of members of the Local Governing Board – delete if not applicable;

3.1.2.2 up to 1 Staff Governor elected or appointed under clause 3.2.2;

3.1.2.3 a minimum of 2 Parent Governors elected or appointed under clause 3.2.4;

3.1.2.4 The Head Teacher of the School; and

3.1.2.5 The Directors may also appoint up to 5 Trust Appointed Governors in accordance with clause 3.2.1 and 3.1.2.1, provided that the total number of Governors shall be no more than 12 subject to clause 3.1.1.

3.1.3 The Directors shall appoint the Chairperson and Vice-Chairperson of the Local Governing Board, except where delegation is given to the Local Governing Board on a case-by-case basis.

3.1.4 The Directors (all or any of them) shall be entitled to attend any meetings of the Local Governing Board, counting towards the quorum and having full voting rights.

3.1.5 Each person appointed or elected to be a Governor of any type shall prior to taking up his or her position as a Governor and voting on any matter at a meeting of the Local Governing Board shall enter into a Deed of Adherence in the form annexed as Schedule 1 to this Scheme.

3.2 **Appointment of members of the Local Governing Board**

3.2.1 The Directors may appoint up to 5 persons to serve on the Local Governing Board as Trust Appointed Governors, through such process they may determine, to ensure that the people serving on the Local Governing Board between them have an appropriate range of skills and experience and due attention is given to succession planning.

3.2.2 The Staff Governor of the Local Governing Board shall be elected by staff currently employed at the School and he or she must be employed at the School at the time when he or she is elected or where it is not reasonably practical to do so, a person who is employed by the School can be appointed by the Directors.

3.2.3 The Head Teacher shall be treated for all purposes as being an ex officio member of the Local Governing Board.

3.2.4 The Parent Governors of the Local Governing Board shall be elected 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, or where it is not reasonably practical to do so, a person who is the parent of a child within the Trust or of compulsory school age can be appointed by the Directors.

3.2.5 The Local Governing Board shall make all necessary arrangements for, and determine all other matters relating to, the appointment of the Parent Governors to the Local Governing Board, including any question of whether a person is a parent of a registered pupil at the School.

3.3 **Term of office**

3.3.1 The term of office for any person serving on the Local Governing Board shall be 4 years, save that this time limit shall not apply to the Head Teacher, who shall be an ex officio member of the Local Governing Board by virtue of their respective office. Subject to remaining eligible to be a

particular type of member on the Local Governing Board, any person may be re-appointed or re-elected to the Local Governing Board.

3.4 Resignation and removal

3.4.1 A person serving on the Local Governing Board shall cease to hold office if he or she resigns his or her office by notice to the Local Governing Board (via the Chairperson and the Clerk) (but only if at least 3 persons will remain in office when the notice of resignation is to take effect).

3.4.2 A person serving on the Local Governing Board shall cease to hold office if he or she is removed by the Directors. Whilst at the same time as acknowledging that no reasons need to be given for the removal of a person who serves on the Local Governing Board by the Directors, 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 will be taken into account.

3.4.3 If any person who serves on the Local Governing Board in his or her capacity as an employee at the School 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 Board automatically on termination of his or her work at the School.

3.5 Disqualification of members of the Local Governing Board

3.5.1 No person shall be qualified to serve on the Local Governing Board unless he or she is aged 18 or over at the date of his or her election or appointment. No current pupil of one of the Schools shall be entitled to serve on the Local Governing Board.

3.5.2 A person serving on the Local Governing Board 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.

3.5.3 A person serving on the Local Governing Board shall cease to hold office if he or she is absent without the permission of the Chairperson of the Local Governing Board from all the meetings of the Local Governing Board held within a period of 6 months and the Local Governing Board resolves that his or her office be vacated.

3.5.4 A person shall be disqualified from serving on the Local Governing Board if:

3.5.4.1 his or her estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or

3.5.4.2 he or she is the subject of a bankruptcy restrictions order or an interim order.

3.5.5 A person shall be disqualified from serving on the Local Governing Board at any time when he or she is subject to a disqualification order or a disqualification undertaking under the Trust 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).

3.5.6 A person serving on the Local Governing Board 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 by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).

3.5.7 A person shall be disqualified from serving on the Local Governing Board 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 was responsible or to which he or she was privy, or which he or she by his or her conduct contributed to or facilitated.

3.5.8 A person shall be disqualified from serving on the Local Governing Board at any time when he or she is:

3.5.8.1 included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999; or

3.5.8.2 disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000; or

3.5.8.3 barred from regulated activity relating to children (within the meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006).

3.5.9 A person shall be disqualified from serving on the Local Governing Board if he or she is a person in respect of whom a direction has been made under section 142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.

3.5.10 A person shall be disqualified from serving on the Local Governing Board where he or she has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 72 of the Charities Act 1993.

3.5.11 After the School has opened, a person shall be disqualified from serving on the Local Governing Board if he or she has not provided to the Chairperson of the Local Governing Board a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997 (or such other statutory equivalent as may be required from time to time). In the event that the certificate discloses any information which would in the opinion of either the Chairperson, the CEO or the Headteacher 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.

3.5.12 This clause 3.5.12 and clause 3.1.5 shall also apply to any member of any committee of the Local Governing Board who is not a Governor.

4 DELEGATED POWERS

4.1 General Provisions

4.1.1 Subject to the provisions of the Companies Act 2006, the Articles and this Scheme and to any directions given by the Members of the Trust by special resolution, the Directors may delegate functions to the Local Governing Board who may exercise the powers of the Trust in so far as they relate to the School.

4.1.2 The responsibilities of the members, Directors, CEO and powers delegated to the Local Governing Board and Head Teacher are stipulated in the School Scheme of Delegation Decision Matrix.

5 REVIEW

5.1 This Scheme shall operate from the Effective Date in respect of the named School.

5.2 Notwithstanding this being the first Scheme to apply in respect of the School, the Directors will have the absolute discretion to review this Scheme and the Scheme of Delegation Decision Matrix at least on an annual basis and to alter any provisions of these documents.

5.3 In considering any material changes to this Scheme or any framework on which it is based, the Directors will consider the interests of the Trust as a whole.

6 WAIVER

6.1 A waiver of any right or remedy under this Scheme is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Scheme or by law shall not constitute a waiver of that

or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

6.2 No single or partial exercise of any right or remedy provided under this Scheme or by law shall preclude or restrict the further exercise of any such right or remedy.

7 SEVERANCE

7.1 If any provision of this Scheme (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Scheme, and the validity and enforceability of the other provisions of this Scheme shall not be affected.

7.2 If a provision of this Scheme (or part of any provision) is found to be illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8 RIGHTS OF THIRD PARTIES

A person who is not a party to this Scheme shall not have any rights under or in connection with it.

9 NOTICES

9.1 Any notice given to a party under or in connection with this Scheme shall be in writing and shall be:

9.2 delivered by hand or by pre-paid first-class post or other next working day delivery service at the address of the relevant party as stated at the beginning of this Scheme or such other address as the relevant party may provide to the other party in writing from time to time; or

9.3 sent by fax to the fax number provided by the relevant party to the other party in writing from time to time.

9.4 Any notice shall be deemed to have been received:

9.4.1 if delivered by hand, on signature of a delivery receipt;

9.4.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and

9.4.3 if sent by fax, at 9.00 am on the next Business Day after transmission.

9.5 For the avoidance of doubt, "writing" shall not include email for the purposes of this clause.

10 GOVERNING LAW AND JURISDICTION

10.1 This Scheme and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Scheme or its subject matter or formation (including non-contractual disputes or claims).

This Scheme has been entered into as a Deed on the date stated at the beginning of it.

SCHEDULE 1

DEED OF ADHERENCE TO BE EXECUTED BY EACH GOVERNOR

ON BEING APPOINTED (PURSUANT TO CLAUSE 3.1.5)

Date

The Local Governing Board of St Bartholomew's CE Primary School

DEED OF ADHERENCE

BETWEEN

THE TRUST

AND

[*NAME OF GOVERNOR*]

THIS DEED is dated

PARTIES

(1) **ST BARTHOLOMEW'S CE MULTI ACADEMY TRUST** incorporated and registered in England and Wales with Trust number 10312858 whose registered office is at St Bartholomew's CE Primary School, Sedgley Road, Penn, Wolverhampton WV4 5LG (the "**Trust**"); and

(2) **[*Name of the new Governor*].**

BACKGROUND

(A) [***Name of the new Governor***] [is nominated] [is appointed] [has been duly elected] as a [Staff] [Parent] Governor for the Local Governing Board of St Bartholomew's CE Primary School [under the provisions of [3.2.1], [3.2.2], [3.2.3] or [3.2.4] of this School's Scheme].

1. **AGREED TERMS**

1.1 **Interpretation**

1.1.1. Words and expressions used in this deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and be interpreted in accordance with, the Scheme.

1.2 **Adherence to the Scheme**

1.2.1 [*Name of new Governor*] hereby:

1.2.1.1 confirms [he/she] [is nominated][is appointed][has been duly elected] as a [Staff/Parent] Governor for St Bartholomew's CE Primary School and accepts and is willing and able to fulfil the duties of that office;

1.2.1.2 acknowledges to the Trust that [he/she] has been provided with, has read, and understood the terms of:

1.2.1.2.1 the Articles;

1.2.1.2.2 the Master Funding Agreement;

1.2.1.2.3 the Supplemental Funding Agreements for the School;

1.2.1.2.4 the Lease;

1.2.1.2.5 the Scheme of Delegation for the School (the "**Scheme**");

1.2.1.2.6 the Trust's Code of Conduct for Governors; and

1.2.1.2.7 the Trust's internal policies and controls;

1.2.2 undertakes to the Trust to comply with the terms of the documents listed above throughout the term of [his/her] appointment as a Governor for the School and shall carry out and comply with the policies, directions and instructions issued by the Directors and not, whether by any act, omission or breach, do anything to put the Directors in breach of their obligations under the Articles and/or the relevant funding agreement insofar as their terms are applicable to the School.

1.3 **Variation of the Scheme**

1.3.1 All terms of the Scheme shall be unaffected by this deed and the Scheme shall remain in full force and effect.

1.4 **Governing Law and Jurisdiction**

1.4.1 This deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

1.4.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the

date stated at the beginning of it.

This Deed of Adherence is signed as a **DEED** by:

Signature of Governor

……..

Name of Governor

……..

In the presence of a witness:

Name of Witness

……..

Signature of Witness

……..

SCHEDULE 2

FUNCTIONING OF THE LOCAL GOVERNING BOARD

1. **CHAIRPERSON & VICE-CHAIRPERSON OF THE LOCAL GOVERNING BOARD**

1.1 The Directors shall appoint the Chairperson of the Local Governing Board (the "**Chairperson**") except where delegation is given to the Local Governing Board on a case-by-case basis. The term of the appointment may be between 1 and 4 years to be determined by the Directors at the time of election.

1.2 The Chairperson may at any time resign his or her office by giving notice in writing to the Local Governing Board (via the Vice-Chairperson and the Clerk).

1.3 The Directors may remove the Chairperson from office by passing a board resolution with a simple majority, provided that it is in the best interests of the Trust to do so. This resolution can be made via email correspondence if it is not possible for the board to meet in person in a timely manner.

1.4 The Directors shall appoint the Vice-Chairperson of the Local Governing Board (the "**Vice-Chairperson**") except where delegation is given to the Local Governing Board on a case-by-case basis. The term of the appointment may be between 1 and 4 years to be determined by the Directors at the time of election.

1.5 The Vice-Chairperson may at any time resign his or her office by giving notice in writing to the Local Governing Board (via the Chairperson and the Clerk).

1.6 The Directors may remove the Vice-Chairperson from office by passing a board resolution with a simple majority, provided that it is in the best interests of the Trust to do so. This resolution can be made via email correspondence if it is not possible for the board to meet in person in a

timely manner.

2. CONFLICTS OF INTEREST

2.1 Any member of the Local Governing Board 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 member of the Local Governing Board shall disclose that fact to the Chairperson as soon as he or she becomes aware of it. A person must absent himself/herself from any discussions of the Local Governing Board 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 Each Governor will complete a Declaration of Interests form upon appointment and at the start of every academic year and submit this to the Clerk.

3. THE MINUTES

3.1 The minutes of the proceedings of a meeting of the Local Governing Board shall be drawn up and entered into a book kept for this purpose by the person authorised to keep the minutes of the Local Governing Board; and shall be signed (subject to the approval of the members of the Local Governing Board) at the same or next subsequent meeting by the person acting as Chairperson thereof. The minutes may be retained electronically and shall include a record of:

3.1.1 All appointments of officers made by the Local Governing Board; and

3.1.2 All proceedings at meetings of the Local Governing Board including the

names of all persons present at each such meeting.

3.2 The Chairperson shall ensure that copies of minutes of all meetings of the Local Governing Board (and such of the subcommittees as the Directors shall from time to time notify) shall be provided to the Directors.

4. DELEGATION

Where any power or function of the Directors or the Local Governing Board is exercised by any subcommittee, any Director or member of the Local Governing Board, the Head Teacher or any other holder of an executive office, that person or subcommittee shall report to the Local Governing Board 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 Board immediately following the taking of the action or the making of the decision.

5. MEETINGS OF THE LOCAL GOVERNING BOARD

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

5.1.1 given by the Directors;

5.1.2 given by the CEO; or

5.1.3 given by the Chairperson of the Local Governing Board, in so far as such direction is not inconsistent with any direction given as mentioned in clause 6.2.1 and 6.2.2 above;

5.2 Each member of the Local Governing Board shall be given at least seven clear days before the date of a meeting:

5.2.1 notice in writing (which can be via email or other means of electronic communication) thereof; and

5.2.2 A copy of the agenda for the meeting,

provided that where the Chairperson 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.

5.3 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.

5.4 A resolution to rescind or vary a resolution carried at a previous meeting of the Local Governing Board shall not be proposed at a meeting of the Local Governing Board unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

5.5 A meeting of the Local Governing Board shall be terminated forthwith if:

5.5.1 the Governors so resolve; or

5.5.2 the number of members present ceases to constitute a quorum for a meeting of the Local Governing Board in accordance with clause 6.9 of this Schedule 2.

5.6 Where in accordance with clause 6.6 of this Schedule 2 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 any event within fourteen days of the date on which the meeting was originally to be held or was so terminated, unless the Chairperson (in discussion with the CEO) agrees that the matters which have not been discussed can be notified to Governors by another means, for example by

email and/or via discussion at the next standard meeting.

5.7 Where the Local Governing Board resolves in accordance with clause 6.7 of this Schedule 2 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Local Governing Board 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 if required (as determined by the Chairperson in discussion with the CEO).

5.8 The quorum for a meeting of the Local Governing Board, and any vote on any matter thereat, shall be any three of the members of the Local Governing Board, or, where greater, any one third (rounded up to a whole number) of the total number of persons holding office on the Local Governing Board at the date of the meeting.

5.9 The Local Governing Board may act notwithstanding any vacancies on its board, but, if the number 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.

5.10 Subject to this Scheme, every question to be decided at a meeting of the Local Governing Board shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the Local Governing Board shall have one vote.

5.11 Where there is an equal division of votes, the Chairperson of the meeting shall have a casting vote in addition to any other vote he may have.

5.12 The proceedings of the Local Governing Board shall not be invalidated by:

5.12.1 any vacancy on the board; or

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

5.13 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the Local Governing Board or of a subcommittee of the Local Governing Board, shall be valid and effective as if it had been passed at a meeting of the Local Governing Board or (as the case may be) a subcommittee of the Local Governing Board 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 Board and may include an electronic communication by or on behalf of the Local Governing Board indicating his or her agreement to the form of resolution providing that the member has previously notified the Local Governing Board in writing of the email address or addresses which the member will use.

5.14 Subject to clause 6.16 below, the Local Governing Board shall ensure that a copy of:

5.14.1 the agenda for every meeting of the Local Governing Board;

5.14.2 the signed minutes of every such meeting; and

5.14.3 any report, document or other paper considered at any such meeting subject to any applicable confidentiality laws,

are, as soon as is reasonably practicable, made available at the School to persons wishing to inspect them.

5.15 There may be excluded from any item required to be made available in pursuance of clause 6.15 above, any material relating to:

5.15.1 a named teacher or other person employed, or proposed to be employed, at the School;

5.15.2 a named pupil at, or candidate for admission to, the School; and

5.15.3 any matter which, by reason of its nature, the Local Governing Board is satisfied should remain confidential.

5.16 Any member of the Local Governing Board shall be able to participate in meetings of the Local Governing Board by telephone or video conference provided that:

5.16.1 he or she has given notice of his or her 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;

5.16.2 the Local Governing Board has access to the appropriate equipment; and

5.16.3 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 it is otherwise quorate.

6. INDEMNITY

Subject to the provisions of the Companies Act 2006, every Governor 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 in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his or her 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.

Executed as a Deed
for and on behalf of:
ST BARTHOLOMEW'S CE MULTI ACADEMY TRUST

……
Director

In the presence of:
Witness: ……..
Witness Signature: …….
Occupation: ……

Executed as a Deed
for and on behalf of:
THE LOCAL GOVERNING BOARD OF ST BARTHOLOMEW'S CE PRIMARY SCHOOL

……
Chairperson

In the presence of:
Witness: ……..
Witness Signature: …….
Occupation: ……