



CHILTERN  
LEARNING  
TRUST

**CHILTERN LEARNING TRUST**  
**SCHEME OF DELEGATION**

**2023/24**

## SCHEME OF DELEGATION

### CONTENTS

<b><u>Section 1: Introduction</u></b>		
<b><u>Section 2: Financial Requirements</u></b>		
<b><u>Section 3: Instalments of GAG and banking arrangements</u></b>		
<b><u>Section 4: Treatment of surplus balances/deficits</u></b>		
<b><u>Section 5: Income</u></b>		
<b><u>Section 6: Charging the School's GAG</u></b>		
<b><u>Section 7: Taxation</u></b>		
<b><u>Section 8: The provision of services and facilities by the central team</u></b>		
<b><u>Section 9: Insurance</u></b>		
<b><u>Section 10: Miscellaneous</u></b>		
<b><u>Section 11: Premises</u></b>		
<b><u>Section 12: Community Facilities</u></b>		
<b><u>Section 13: Funding agreements/contracts/leases/licences</u></b>		
<b><u>Section 14: HR</u></b>		
<b><u>Section 15: Key Functions</u></b>		
<b>Appendix 1: Application for Approval of a Project</b>		
<b>Appendix 2: Deficit Recovery plan</b>		

## **SECTION 1: INTRODUCTION**

### **1.1 The Context**

As a charity and company limited by guarantee, the Chiltern Learning Trust (the “Trust”) is governed by a Board of Trustees (the “Trustees”) who are responsible for, and oversee, the management and administration of the Trust and the schools run by the Trust.

This Scheme of Delegation (SD) has been put in place by the Trustees from the effective date in accordance with the provisions of the Trust’s Articles of Association. This SD applies to all schools and organisations for which the Trust is responsible.

The Trustees are accountable to the Department for Education (including any successor bodies) for the quality of the education they provide and they are required to have systems in place through which they can assure themselves of quality, safety and good practice.

In order to discharge these responsibilities, the Trustees appoint a Local Governing Body (LGB) which is established to ensure the good governance of the School. The LGB shall be the “Advisory Body” for the School as required by the Master Funding Agreement entered into between the Trust and the Secretary of State (the “Secretary of State”) governing the affairs of the Trust (the “Master Funding Agreement”). See diagram below



The Trustees have overall responsibility and ultimate decision making authority for all the work of the Trust. This is largely exercised through strategic planning and the setting of policy. It is managed through business planning, monitoring of budgets, appraisal, the setting of standards and the implementation of quality management processes. The Trustees have the power to direct change where required.

## **1.2 The Role of the SD**

The SD sets out the financial and operational relationship between the Trust and the schools which it funds and contains requirements relating to financial management and associated issues which are binding on both the Trust and on the schools.

## **1.3 Application of the SD**

At present, the SD applies to the following schools:

**Ardley Hill Academy**

**Challney High School for Boys**

**Challney High School for Girls**

**Cedars Upper**

**Chiltern Academy**

**Daubeney Academy**

**Denbigh High School**

**Dallow Primary**

**Kempston Academy**

**Lancot Academy**

**Lark Rise Academy**

**Lea Manor High School**

**Linslade Academy**

**Marston Vale Middle**

**Putteridge High**

**Springfield Academy**

The financial provisions of SD also apply to the following organisations and is referred to within this document as “School” or “School”:

**Chiltern Training Group**

## **1.4 Publication of the SD**

Following approval by the Trustees, a copy of the SD will be made available to the Chair of the LGB and the Headteacher of the school. Subsequent revisions to the SD will be made available before the date the revisions come into force.

## **1.5 Revision of the SD of Delegation**

Any proposed revisions to the SD will be approved by the Trustees.

## **1.6 Delegation of powers to the LGB and Headteacher**

The management of the business of the school is delegated by the Trustees to the LGB who may exercise all the powers of the Trust in so far as they relate to the school, in accordance with the terms of this SD.

The extent to which the Trustees wish to delegate its powers to the LGB will be recorded in the minutes of the Board meeting.

In order to ensure the effective management of the School, the LGB will delegate the responsibility for day to day management to the Headteacher, subject to the establishment of appropriate arrangements for the exercise of that delegated authority.

## **SECTION 2: FINANCIAL REQUIREMENTS**

### **2.1 Application of financial controls to the School**

The Trust will distribute the School's General Annual Grant (GAG) in accordance with the Trust's Master Funding Agreement with the Secretary of State. The day to day financial management of the GAG is delegated to the LGB of the School.

Subject to any provision made by or under this SD, the LGB of the School may spend such amounts of their budget share in accordance with this SD of Financial Delegation.

The Trust may suspend the school's right to the management of its GAG if the provisions of the Trust's Scheme of Delegation (or rules applied by the scheme) have been substantially or persistently breached, or if the GAG has not been managed satisfactorily

The Chiltern Learning Trust, like other major bodies and companies in both the public and private sectors, has to regulate its financial affairs in terms of formal Financial Regulations and Standing Orders. In managing its budget the School must abide by not only the requirements embodied in this SD but also by the Trust's requirements on financial controls and monitoring as set out in the following documents:

#### **CLT's Financial Procedures Manual – PS Financials**

### **2.2 Financial Risk Management**

The LGB 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 School. The LGB shall comply with any risk management policy adopted by the Trustees and will provide such information about any areas of risk notified to the Trustees as the Trustees shall require from time to time. The Chair of the LGB will liaise with the Chief Executive and the Trust's Responsible Officer in order to ensure consistent financial risk management procedures are being adopted in the School.

### **2.3 Provision of financial information and reports**

The accounts of the Trust shall be the responsibility of the Trustees but the LGB shall provide such information about the finances of the School as often and in such format as the Trustees shall reasonably require.

The LGB acknowledges the need of the Trustees to co-ordinate the financial information of each of the school.

The LGB shall ensure that proper procedures are put in place for the safeguarding of funds and that the requirements of the **CLT's Financial Handbook** and the **Master Funding Agreement** are observed at all times as well as any requirements and recommendations of the Trustees and the Secretary of State.

The Trust expects the School to provide, in a form and at times as determined by the Trust, details of anticipated and actual expenditure and income.

The Trust will require the provision of tax and banking reconciliation statements in a form and at times as determined by the Trust.

In addition, the Trust requires the School to submit a **forecast outturn statement** at times as determined by the Trust. The format and exact dates for the forecast outturn statement and other information and reports will be notified to the school at the beginning of each financial year.

The form determined by the Trust for submission of information will so far as possible take account of the Trust's **chart of accounts** and be compatible with that framework.

## **2.4 Payment of salaries and bills**

The School will be responsible for the correct payment of all salaries, bills and relevant taxes relating to its budget share unless the Trust has agreed to perform this on behalf of the School. Any costs including penalties, legal or administrative costs incurred by the Trust as a result of the School's non or late payment of bills or salaries will be charged to the School's GAG.

## **2.5 Control of Assets**

The School must maintain an inventory, in a form to be determined by the Trust, of moveable non-capital assets over £1,000 in value, and should also set out the basic authorisation procedures within the School for disposal of any such asset. However, The School is free to determine its own arrangements for keeping a register of assets worth less than £1,000, but should keep a register in some form.

## **2.6 Accounting Policies (including year-end procedures)**

The School must abide by the accounting policies and procedures determined by the Trust.

## **2.7 Writing-off debts, stocks, stores and surplus assets**

Only the Trustees may write-off debts, stocks, stores and surplus assets over the value of £1,000. All such write-offs will be recorded in the minutes of the Trustees.

## **2.8 Basis of accounting**

The School must account for expenditure and income during the financial year on CLT's PSF Financial system.

## **2.9 Submission of budget plans**

The School will submit its 3 year budget plan, which should not be a deficit budget, to the Trustees at the times notified to it by the Trustees and will have regard to any views of the Trustees as to the appropriateness of such budget. The School shall inform the Trustees of any need for significant unplanned expenditure and will discuss with the Trustees (and others as the Trustees shall require) options for identifying available funding.

The School will receive notification of its GAG before the commencement of the financial year.

The School will, by 31<sup>st</sup> May, provide the Chief Executive with a formal budget analysis, within a three year plan and using BSP Budget software, together with such supporting information as requested. The format of the 3 year plan will be specified annually by the Trust in a format compatible with its **chart of accounts** and ESFA framework.

The Trust will supply the School with any information and/or data which it holds and which is necessary/helpful in order to enhance and inform the efficient planning of the School.

## 2.10 Timeline for formal budget plans

By the end of April	Draft budget plan prepared by the Headteacher or his/her representative in conjunction with the central finance team
By the end June	Draft budget plan, agreed by the Chief Executive, and approved by the LGB and submitted to Trust for final approval and consolidation
By mid-July	Consolidated formal budget plan approved by the Trustees
By the end July	Formal Trust budget plan submitted to ESFA

## 2.11 Submission of Financial Forecasts

In addition to the requirements in paragraph 2.10 above, the Trust requires the School to submit a financial forecast covering each year of a multi-year period beyond the current year.

## 2.12 Joint procurement procedures

The Trust seeks all its schools to achieve efficiencies and value for money, to optimise the use of its resources and to invest in teaching and learning.

The Trust has established the following areas where joint procurement procedures must be followed to ensure further savings and standardisation across the Trust is maintained.

Pupil and employee services
Admissions
Insurance
Communications and Marketing
Education Welfare Service
Finance and budget software
Governor Services
Human Resources
Legal Services
Occupational Health
Payroll Services
School Meals
School Improvement
ICT Services and supplies
Broadband
ICT Managed Service
Photocopying
ICT hardware and software

Premises
Catering
Cleaning
Print Services
Utility provision, (energy suppliers)
Telephone systems

### 2.13 Budget thresholds required by Trust

When the management of money is more important than ever for schools, budgeting plays an essential role in controlling operations efficiently and effectively. The Trust, therefore, has incorporated the following thresholds:

- Total salary costs (including teacher vacancies estimated at TMS6) must not exceed 80% of total pupil-led income
- Whilst the LGB has the power to enter into individual contracts or projects on behalf of the Trust in so far as they relate to the School up to £10,000, the LGB must notify the Finance Director. For individual contracts or projects and trust wide expenditure over £20,000 the School must seek initial advice and in principle agreement from the Trust's Central Team, before the school's LGB is also consulted. An application to the Trustees for final approval can then be submitted via the Central Team, using the form attached as Appendix 1 to this scheme. The Trust will record expenditure for reporting to the Trustees of its intention of the proposed expenditure between £10,000 and £20,000 for any one contract/project in any one financial year to ensure the Trust can establish whether savings can be gained through a Trust wide contract. **This provision does not relate to entering into staff employment contracts.**

### 2.14 Virement

The LGB may vire between budget allocations made from the School's budget share but will need to ensure that appropriate control arrangements are established.

### 2.15 Audit: General

The Chiltern Learning Trust operates within a financial management environment which is subject to:

- The ESFA's Schools Financial Handbook requirements.
- The Schools Accounts Direction

### 2.16 External Audit

Representatives of the external auditors shall, on production of suitable identification, be allowed access to the accounts and records of a School and given every co-operation to complete their work.



## **2.17 Internal Audit**

Authorised representatives of the Trust shall be afforded facilities and right of access, at all times, to such documents, records and computer files as appear to the auditor to be necessary for the purpose of a Responsible Officer's internal audit.

Furthermore, the auditor shall be entitled to require from any governor or person employed at the School such reasonable information or reasonable explanation as the Trust's Chief Finance Officer thinks necessary for the purpose of the audit.

The auditor will normally give the School two week's notification of an internal audit and as far as possible, request such documentation necessary for the audit. An audit may be rearranged due to unforeseen or exceptional circumstances e.g. an OFSTED inspection.

## **2.18 Irregularities**

Whenever a matter arises which involves, or appears to involve, any irregularity concerning cash, stores, stocks or other property held for the purposes of the School or in any other way affecting School finances or any breach of financial regulations, the Headteacher or any governor or other member of staff shall immediately on its discovery, report the matter to the Accounting Officer and the Chief Finance Officer.

## **2.19 Separate external audits**

The Trustees wishing to seek an additional source of assurance may commission external audit certification of the School (i.e. accounts, health and safety, safeguarding etc) separate from the Trust's internal or external audit process.

The School must not hold voluntary and private funds outside the main School's accounts.

## **2.20 Register of business interests**

The LGB will establish a register which lists for each member of that LGB, the Headteacher and all School staff, any business interests which they or any member of their immediate family may have. The register will be kept up to date with notification of changes and through annual review of entries. The register must be available for inspection by governors, staff, parents and the Trust.

## **2.21 Purchasing, tendering and contracting arrangements**

Under paragraph 2.1 of this SD, the School must abide by the requirements of the Trust in purchasing, tendering and contracting matters. This includes a requirement to assess in advance, where relevant, the health and safety competence of contractors, taking account of the Trust's policies and procedures.

## **2.22 Application of contracts for the School**

The LGB does not have the right to opt out of Trust arranged contracts.

Although the LGB is empowered under the SD to enter into contracts up to £10,000, in most cases it does so on behalf of the Trust as maintainer of the School and the owner of the GAG funding.

Any school seeking to incur expenditure relating to a trust-wide contract over £20,000 must ensure the LGB and Trustees have reviewed the contract and agree its continuation

Any School seeking to incur expenditure of £10,000 or above (e.g. premises, ICT) from its revenue budget share must notify the Finance Director, (who will record expenditure for reporting to the Trustees) of its intention of the proposed expenditure above £10,000 for any one project or contract in any one financial year to ensure the Trust can establish whether savings can be gained through a Trust wide contract.

Any School seeking to incur expenditure from its reserves budget must receive approval from the Board of Trustees prior to raising an official order.

### **2.23 Central funds and earmarking**

The Trust may make sums available to the School, from resources initially held centrally, in the form of allocations which are additional to and separate from GAG funding. Such allocations will be subject to specific conditions setting out the purpose or purposes for which the funds may be used.

The School should ensure that it has appropriate accounting mechanisms in order to be able to demonstrate that expenditure has been incurred only for the purpose intended. Any earmarked funds may be returned to the Trust if not spent within the period stipulated by the Trust.

### **2.24 Notice of Financial Concern**

The Trust may issue a Notice of Financial Concern to the LGB where, in the opinion of the Accounting Officer and the Chief Finance Officer, the School has failed to comply with any provisions of the SD, or where actions need to be taken to safeguard the financial position of the Trust or the School.

Such a notice will set out the reasons and evidence for it being made and may place on the LGB restrictions, limitations or prohibitions in relation to the management of GAG.

These may include:

- insisting that relevant staff undertake appropriate training to address any identified weaknesses in the financial management of the School;
- placing more stringent restrictions or conditions on the day to day financial management of the School than the SD requires for all schools – such as the provision of monthly accounts to the Trust;
- insisting on more regular financial monitoring meetings at the School attended by members of the central team;

The Notice of Concern will clearly state what these requirements are and the way in which and the time by which such requirements must be complied with in order for the notice to be withdrawn. It will also state the actions that the Trust may take where the LGB does not comply with the Notice of Concern.

The main criterion for issuing a Notice of Concern and determining the requirements included within it are to safeguard the financial position of the Trust or the School.

A Notice of Concern will be withdrawn once the LGB has complied with the requirements Notice of Concern imposes.

## **2.25 Financial regulations**

The School must demonstrate compliance with the Trust's financial procedures manual.

The LGB must demonstrate compliance through the submission of the Trust's Regularity Self-Assessment signed by the Headteacher and the Chair of the LGB annually. Where required, the form should include a summary of remedial actions with a clear timetable, ensuring that each action has a specified deadline and an agreed owner. The LGB should monitor the progress of these actions to ensure that all actions are cleared within specified deadlines.

## **2.26 Fraud**

The LGB must ensure a robust system of controls to safeguard against fraudulent or improper use of public money and assets.

The LGB and Headteacher must inform all staff of the School's policies and procedures related to fraud and theft, the controls in place to prevent them; and the consequences of breaching these controls. This information should also be included in induction for new School staff and governors.

## **SECTION 3: INSTALMENTS OF GAG AND BANKING ARRANGEMENTS**

### **3.1 School's bank account**

The annual GAG allocated to the School's bank account will be the total of its budget less the monthly salary charge and any charges determined by the Trust (i.e. intercompany charges). The School will be advanced its GAG on a monthly basis.

The LGB will formulate its own profiles of cash requirements. If it becomes clear that the standard profile is significantly different from the forecast and will cause a difficulty for the School, the Headteacher Finance Officer will consider a change to the existing monthly profile in order to overcome the difficulty.

Top-up payments for pupils with high needs will be received from the local authority unless alternative arrangements have been agreed with the provider.

### **3.2 Bank Accounts**

The School will not be able to open or retain a bank account outside the control of the Trust. The School shall be allowed to retain all interest payable on the account.

### **3.3 Restriction on Accounts**

Bank accounts held by the School remain the property of the Trust until it is spent.

### **3.4 Payment of central services**

The School will pay 3% of its GAG funding for central services by means of a CLT transfer from its bank account on the Trust's monthly financial statement.

### **3.5 Borrowing by the School**

The School is explicitly barred from using credit cards, which are regarded as borrowing. However, it is encouraged to make use of the procurement cards as these cards can be a useful means of facilitating

electronic purchase. Details of procurement cards are contained in the Trust's financial procedures manual.

## **SECTION 4: THE TREATMENT OF SURPLUS/DEFICIT BALANCES**

4.1 The Chiltern Learning Trust is able to hold a contingency or reserves.

Each school's in-year surplus balance will be added to its accumulated reserves.

### **School in year surplus balances**

CLT will clawback any school's cumulative surplus over 5% for secondary and 8% for primaries of next year's GAG allocation. A school in-year surplus balance over 5% for secondary and 8% for primaries will be clawed-back and added to the general reserves balance. Schools may designate surpluses over these percentages to specific short term projects that must be completed within two years but reserves may not be carried forward for more than two years without the express approval of the Board of Trustees.

The School cannot use reserves for recurring expenditure

- The School must obtain agreement from the Board of Trustees by completing the "Application for Approval of a Project" form (see 11.4 of the Scheme of Delegation Document).

Each Trust school will contribute 1% of its GAG income to the CLT each year to the Trust's capital and development projects fund to enhance the School Condition Allocation (SCA) paid to the Trust by the Department for Education (DfE) to prioritise on condition need across its schools. This fund is administered by the Central Team. See Appendix 2 for further information.

New or recently significantly modernised schools including new Free Schools and schools majority rebuilt under the Priority Schools Building Programme will contribute 1% of their GAG each year to a fund ring fenced for those specific schools, held and managed by CLT for the lifecycle of those new facilities to meet the need to plan for the financial impact of addressing future building deterioration and dilapidations.

Schools rebuilt and/or modernised under the Building Schools for the Future programme who continue to receive hard and soft facilities management services which include lifecycle capital investment (ie a school funded by the Private Finance Initiative (PFI) or a grant funded Building Schools for the Future (BSF) school will not be required to make a 1% GAG contribution.

### **4.2 Licensed Deficits**

A school may only plan for a deficit balance subject to agreement of the Trustees in accordance with the following conditions/requirements:

- (i) The maximum length of time over which the school must reach at least a zero balance will normally be three years. It is for the Trustees to decide each case on its merits. (Exceptional circumstances may consist of a sudden and significant reduction in pupil numbers, substantial additional funding required for a school to exit from special measures or due to an unforeseen event which has a severe impact on the budget share)

- (ii) The school will need to prepare a recovery plan and progress towards the elimination of the deficit which will be reviewed formally every six months. (Appendix 2)
- (iii) At no stage, will the period of recovery be extended and the school will, therefore, need to adjust their plans accordingly should the financial position of the school worsen during this period;
- (iv) Licensed deficits will normally only be agreed where circumstances affecting the school change in ways which could not reasonably have been foreseen and the school needs a period in excess of one financial year in order to effect a reduction in its annual level of expenditure and/or an increase in its annual level of income sufficient to eliminate the budget deficit;
- (v) Recruitment and re-grading of staff will be the decision of the Trust's central team for a school operating on a licensed deficit.
- (vi) The available central accumulated funds will be used to back these arrangements;
- (vii) Repayment of the central accumulated funds will be negotiated following the year the school has reached a zero budget. Repayment of a loan will be negotiated with the school. Full repayment of the loan will normally be within 3 years

### **4.3 Growth Funding**

This funding is an alternative method of funding growing schools with lagged funding where the school is not receiving growth funding by any other method. The allocation is made to fund pupils in a school at the beginning of an academy year (September) who were not on the school's previous October census. The school will receive the percentage deployment figure of the AWPU for each additional pupil calculated from the school's curriculum plan. It is expected that the school's headroom also calculated from the school's curriculum plan will be absorbed by the school.

This funding will be triggered if the school's pupil increase is 5% or over of their Pupil on Roll (POR) for the forthcoming year, 1<sup>st</sup> year. The trigger will increase by 1% each year i.e. 2<sup>nd</sup> year = 6%, 3<sup>rd</sup> year 7%. The funding will cease after year 3.

## **SECTION 5: INCOME**

### **5.1 Income from lettings/community facilities**

The School may retain income from lettings of its premises, which would otherwise accrue to the Trust.

### **5.2 Income from fees and charges**

The School may retain income from fees and charges except where a service is provided by the Trust from centrally retained funds. The School should, however, have regard to any policy statements on charging issued separately by the Trust.

### **5.3 Income from fund-raising activities**

The School may retain income generated by fund raising activities. Income generated in connection with bids for funding must be used for the purpose(s) intended.

### **5.4 Income from the sale of assets**

The School may retain the proceeds from sales of assets up to £10,000 except in cases where the asset was purchased with funds outside of GAG (in which case it is for the Trust to decide whether the School should retain the proceeds), or the asset concerned is land or buildings forming part of the School premises and is owned by the Trust.

### **5.5 Administrative procedures for the collection of income**

All income received by the School should be banked promptly and in its entirety, in accordance with procedures set out in the Financial Procedures Manual and Standing Orders. Income should not be payable into a voluntary or private fund.

Procedures should be approved by the LGB which ensure adequate monitoring and reconciliation of all income due and received. Income due to the School will identify VAT, where appropriate. All VAT income received must be itemised correctly for HM Revenue and Customs purposes.

### **5.6 Purposes for which income may be used**

Income from the sale of assets purchased with GAG may only be spent for the purposes of the School.

## **SECTION 6: CHARGING THE SCHOOL'S GAG**

### **6.1 General**

The School may be charged by the Trust without the consent of the LGB **only** in circumstances expressly permitted by this SD. The Trust will consult the School as to its intention to make such a charge and will notify the School when the charge has been made.

The Trust cannot act unreasonably in exercising this power and cannot make a charge where the statutory responsibility, and therefore any liability, rests elsewhere.

### **6.2 Charging of salaries at actual cost**

In relation to payroll costs the Trust will charge salaries of School based staff to the School's GAG at actual cost.

### **6.3 Circumstances in which charges may be made**

- Awards by courts and industrial tribunals against the Trust, or out of court settlements arising from action or inaction by the LGB.
- Expenditure by the Trust in carrying out health and safety work or capital expenditure for which the Trust is liable where the LGB has failed to carry out the required work;
- Expenditure by the Trust incurred in making good defects in building work funded by capital spending from a School's GAG.
- Expenditure incurred by the Trust in insuring its own interests in the School where the School has failed to demonstrate that it has arranged cover at least as good as that which would be arranged by the Trust.personnel
- Recovery of monies due from a School for services provided to the School.
- Recovery of penalties imposed on the Trust by the Board of Inland Revenue, the Contributions Agency, HM customs and Excise, Teachers and LGPS Pensions, the Environment Agency or regulatory authorities as a result of School negligence;
- Compensation paid to a lender where the School enters into a contract for borrowing beyond its legal powers, and the contract is of no effect.
- Costs incurred by the Trust as a result of the LGB being in breach of the terms of a contract.
- Costs incurred by the Trust or another school as a result of a School withdrawing from a cluster arrangement, for example where it has funded staff providing services across the cluster.



## **SECTION 7: TAXATION**

### **7.1 Value Added Tax**

The Trust will issue the School procedures setting out how it may utilise the Trust's ability to re-claim VAT on expenditure relating to non-business activity. Amounts payable to and from HM Customs and Excise will be passed back to School within a month of receiving the original claim.

### **7.2 Self-employed certification**

The School must abide by procedures, which will be issued separately by the HMRC in connection with self-employed personnel.

## **SECTION 8: THE PROVISION OF SERVICES AND FACILITIES BY THE CENTRAL TEAM**

### **8.1 Provision of services from central funds**

It is for the Trustees of the Trust to determine on what basis services and payments will be provided to the School.

## **SECTION 9: INSURANCE**

The Trust will require the School to demonstrate that cover relevant to the Trust's insurable interests is at least as good as the relevant minimum cover.

The LGB must have regard to the actual risks, which might reasonably be expected to arise at the School.

All CLT schools will be covered under the DfE's Risk Protection Scheme.

## **SECTION 10: MISCELLANEOUS**

### **10.1 Right of Access to Information**

The LGB must supply all financial and other information, which might reasonably be required to enable the Trust to satisfy itself as to the School's management of its GAG allocation and other earmarked income.

### **10.2 Responsibility for legal costs**

Costs of legal action incurred by the LGB will be charged to the School's GAG.

### **10.3 Health and Safety**

The LGB should have due regard to duties placed on the Trust in relation to health and safety, and the Trust's policy on health and safety matters in the management of the GAG.

### **10.4 Right of attendance for CLT central staff**

The LGB must permit central staff to attend meetings of the LGB. The Trust will give prior notice of such attendance unless it is impracticable to do so.

### **10.5 Special Educational Needs**

The School is required to use its best endeavours in spending GAG to secure the special needs of pupils identified with special educational needs. Although this is a statutory requirement, the existence of this provision makes it possible to suspend GAG funding where a situation is serious enough to warrant it (this would not normally relate to an individual pupil).

### **10.6 Whistle-blowing**

The School is required to ensure persons working at the school or school governors who are concerned about financial management or financial propriety are able to report those concerns in a way that will not be seen as being disloyal to their colleagues or to the school and in a way that will avoid the fear of harassment or victimisation. All concerns will be treated in confidence and be investigated by the Chief Finance Officer or his/her representative. Depending upon the nature of the concern an investigation may be carried out by the central team. All concerns raised will be acknowledged, indicating how the Trust proposes to deal with the matter and giving information about any initial inquiries, which have been made. At the end of the process information will be supplied about the outcome of any investigation. Further information can be obtained by reference to the Trust's Whistle-blowing Procedure.

### **10.7 Fulfilment of statutory duties**

The Trust does not make any payment to the School to help meet statutory duties costs (i.e. release of staff for child protection training) as these are expected to be met from GAG.

### **10.8 GSuite**

All CLT schools must use GSuite, which is a brand of cloud computing, tools and software developed by Google. The rationale for this includes:

- it is free of charge for schools;
- it is device agnostic so schools can use their existing technology, and
- as technology develops there isn't a need to move staff and pupils to a new solution;
- it can be accessed both in school and at home, which means that, regardless of technology, all staff and pupils can have equal access to their online resources;
- it allows for detailed tracking of online folders and files, therefore, with the introduction of GDPR, schools can clearly evidence where their data is kept and who has access to it;
- it can be managed from a central administration console meaning security settings and group policies can be consistent, secure and optimised to support teaching, learning and administration;
- it is automatically updated, thus saving Network staff in school valuable time and avoiding any discrepancies caused by staff and pupils working on different versions of software; and
- it facilitates collaboration, both within individual schools and across Chiltern Learning Trust.

All CLT schools must locate their GSuite domain under the main CLT umbrella domain. The rationale for this is: teachers can communicate and share resources quicker and easier, while still retaining full control of who has access to shared resources; and it enables GDPR compliancy with clear audit trails for files and folders shared via the Drive.

## **10.9 Backup**

The backup of school networks will be managed on behalf of the Trust by its ICT Managed Service, with oversight provided by the Trust's Director of ICT.

## **11. Central Complaints Log**

All complaints received by the central team will automatically be forwarded to the relevant school so that the complaints policy can be adhered to. In order for the central team to have oversight of complaints coming through, schools must log the details onto our central log. This allows the Trust to support the process.

## **SECTION 11: PREMISES**

**11.1** The principal objective is to ensure that buildings are well maintained and provide a safe and efficient work place for schools to operate. The Trust requires LGBs to maintain school buildings to a reasonable standard, ensure identified H&S issues are addressed and to make proper financial provision from within their revenue budget.

Under this scheme, LGBs have been delegated authority and all funding through their budgets, to take forward all repairs and maintenance work required to all parts of the school site and buildings. This includes responsibility for items such as health and safety testing and servicing of electrical wiring and emergency lighting systems, fire alarm systems and heating systems and appliances, as well as kitchen maintenance and planned programmes of refurbishment.

LGBs are also allocated Devolved Formula Capital each year which schools may use to address improvements to buildings and other facilities, including ICT, or capital repairs/refurbishment and minor works. Expenditure may be treated as capital only if it fits the definition of capital used by the Trust for financial accounting purposes.

The revenue budget of a school may be charged by the Trust without the consent of the LGB for expenditure by the Trust in carrying out building repairs and maintenance, health and safety work or capital expenditure for which the Trust is liable where funds have been delegated to the LGB for such work, but the LGB has failed to carry out the required work.

**11.2** Insuring the land and buildings used by the school will be the responsibility of the Trustees who shall recover the cost from the budget delegated to the Local Governing Body to the extent the same is not otherwise reclaimed directly from the ESFA (or any successor body).

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

**11.3** The LGB must not propose to dispose of any land or building used by the school without the consent of the Trust. Disposal includes any transfer/sale of freehold or leasehold land and the grant/surrender of a lease/licence/tenancy or other agreement for use by a third party.

**11.4** Each school, in conjunction with the Trust, will develop a 5 year Site Development Plan that will identify the school's priorities in respect of its;

- Condition
- Suitability
- Health & Safety
- Energy Efficiency
- Accessibility, and
- Planned and preventative maintenance needs

The Development Plan will be based upon surveys and other evidence based data commissioned by the Trust. These will reflect the long term curriculum needs of the school and the need for and availability of capital investment to meet the LGB's responsibilities to ensure the buildings and facilities are maintained to a good standard.

**11.5** Funding for major capital expenditure, defined in Appendix 2 of the scheme, is retained by the Trust with the exception of Devolved Formula Capital. The Trust carries out a programme of school building condition surveys as part of its Estates Strategy, copies of which are provided to school Facilities

Managers.

These surveys inform the Trust's annual capital programme and should also inform the planning of repair and maintenance works by LGBs. Where capital works are identified through the surveys and exceed an estimated cost of £10,000 they will be considered for inclusion within the Trust's programme.

Schools will be required to utilise any unallocated and unrestricted reserves above 5% for Secondaries and 8% for Primaries of their annual GAG before the works will be considered to be funded from the Trust's central capital fund. Where school reserves are below this threshold and priority works are to be funded from the Trust's central capital fund the school will not be required to make a financial contribution.

### **11.6 Premises spending from reserves funding**

The LGB may use its reserves to finance expenditure on the school premises. As the Trust owns, or leases the premises, the LGB should seek the consent of the Trustees to the proposed works as set out in Section 2.13 of this Scheme. Such consent can be withheld on Health and Safety, budget, ethical grounds and where they result in areas that are non compliant with DfE area guidance (currently Building Bulletin 103). A school seeking to incur expenditure (e.g. premises, ICT, etc ) from its budget share over £10k or from its reserves must ensure that an Application For Approval of a Project (Appendix 1) is completed and returned to the Finance Director, Chiltern Learning Trust before any order is placed or works commence.

## **SECTION 12: COMMUNITY USE**

### **12.1 Introduction**

As set out in CLT School Finance Booklet, the management of lettings and community use of school premises may be through a Trust procured management company, or provided in house by directly employed school staff.

In either case, where the Trust has agreed to provide community use of a school's premises, it will be subject to a range of controls. These controls will either be managed through the performance management of the contracted service with the support of the Trust, or in the case of in house management, through a school letting policy, appropriate procedures and systems of compliance and oversight as set out in the following sections and in the CLT School Finance Booklet.

### **12.2 Consultation with the Trust – In house School management of lettings and community use**

The School is obliged to consult the Trust and have regard to any advice given.

The LGB must obtain the approval of the Trust for in house school management of lettings and community use. This also applies to any changes proposed to existing facilities managed in house. The information must include:

A business plan for the provision of the proposed new or changes to an existing community facility or services covering the first three years of operation

Information about capital projects which affect the existing buildings on the School site and/or the construction of new buildings the full plans and costing of the works proposed

Details of any planning and environmental considerations and evidence of discussions with relevant regulatory agencies

Expressions of support from potential user groups, local community groups, neighbouring schools, business representatives etc. as appropriate

Details of how the facility will be managed and how this relates to the management of the School

A statement that the proposed activities will not interfere with the overriding purpose of the School in achieving higher standards for pupils in line with the Trust's objects within the Articles of Association,

Details of any proposed funding agreements with third parties

The insurance arrangements proposed

### **12.3 Supply of financial information of community use**

Mismanagement of community use funds can be grounds for suspension of the right to a delegated budget.

Funding for community activities must not be funded from GAG and must be self- sustaining.

A School which provides community use facilities, irrespective of management arrangement, must submit to the Trust an annual summary statement showing the income and expenditure for the community use for the previous year and a forecast for the next year.

If, in the case of in house management, the Trust believes there to be cause for concern regarding the School's financial management of its community use, the School will be required to supply financial statements every six months and, if appropriate, submit a recovery plan.

Financial information relating to community use must also be included in School's accounts.

### **12.4 Community-use audit**

The LGB is required to grant access to the School's records connected with exercise of the community facilities power, in order to facilitate internal and external audit of relevant income and expenditure.

In concluding funding arrangements with third parties in the exercise of the community facilities power, the LGB is required to ensure that such agreements contain adequate provision for access by the Trust to the records and other property of those persons held on the School premises, or held elsewhere insofar as they relate to the activity in question, in order for the Trust to satisfy itself as to the propriety of expenditure on the facilities in question.

### **12.5 Treatment of income and surpluses for community use activities**

The School may retain all net income derived from community facilities except where otherwise agreed with a funding provider.

### **12.6 Health and Safety matters for community use activities**

Any health and safety provisions for the School are extended to the community facilities power, irrespective of overarching management arrangements. For in house management, the LGB is responsible for the costs of securing DBS clearance for all adults involved in community activities. The LGB is free to pass on these costs to a funding partner as part of an agreement with that partner.

### **12.7 Insurance for community use activities**

It is the responsibility of the LGB to ensure adequate arrangements are made for insurance against risks arising from the exercise of the community facilities power, taking professional advice as necessary. Such insurance must not be funded from GAG.



As an integral part of its plans, the School should undertake an assessment of the insurance implications and costs, seeking professional advice if necessary. The School should seek the advice of the Trust before finalising any insurance arrangement for community facilities.

The Trust may undertake its own assessment of the insurance arrangements made by the School in respect of community facilities, and if judged inadequate, make arrangements itself and charge the resultant cost to the School. Such costs could not be charged to the School's GAG. This provision is to protect Trust against possible third party claims.

### **12.8 Community use taxation**

The School must seek the professional advice on any issues relating to the possible imposition of VAT on expenditure in connection with community facilities including the use of the Trust's VAT reclaim facility.

If any member of staff IS employed by the School in connection with community facilities then the School must be mindful of its liability for the payment of Income Tax and National Insurance, in line with HMRC rules.

Payments to staff for hours worked, travel, subsistence etc. should not be made directly to individuals, but should be made via the Trust's payroll provider. The School must follow the Trust's advice in relation to the self-employment where this is relevant to the exercise of the community facilities power.

### **12.9 Community use banking**

Provisions relating to the banking arrangements for monies relating to community facilities are contained in the finance manual.

## **SECTION 13: Funding Agreements/contracts/leases/licences**

**13.1** The provision of facilities or services in many schools will be dependent on the conclusion of an agreement with a third party which will either be supplying funding or supplying funding and taking part in the provision. A very wide range of bodies and organisations are potentially involved.

Any funding agreements/contracts/leases/licences with third parties (as opposed to funding agreements with the Trust itself) must be submitted to the Trust for its approval and for auditing purposes. Such draft agreements should form part of the consultation with the Trust and the LGB must have regard to any advice given.

If an agreement has been or is to be concluded against the wishes of the Trust, or has been concluded without informing the Trust, which in the Trust is seriously prejudicial to the interests of the School or the Trust, it may constitute grounds for suspension of the right to the local management of GAG.

## SECTION 13: FINANCE (Cont'd)

### Summary of delegated finance functions

DELEGATION OF FINANCE FUNCTIONS						
KEY						
✓	Action to be undertaken by this level					
	Function cannot be legally carried out at this level					
Level 1: Members						
Level 2: Board of Trustees						
Level 3: Local Governing Body in conjunction with the Chief Executive						
Level 4: Headteacher in conjunction with the Chief Executive						
Although decisions may be delegated, the Board of Trustees as a whole remains responsible for any decision made under delegation.						
			Decision Level			
Finance Function	No	Tasks	1	2	3	4
<b>Budget</b>	1	Preparation of 3 year budget plan in conjunction with the central finance team				✓
	2	Approval of school budget plan : Total salaries not to exceed 80% of pupil-led income Deployment figure to be no less than 75% for secondaries and 78% for primaries by the start of the next academic year		✓	✓	
	3	Approval of consolidated budget plan		✓		
	4	Approval to enter into contracts below £10k			✓	✓
	5	Approval of contracts over £10k within revenue budget: School to notify FD of such contract			✓	
	6	Approval of any expenditure from local accumulated reserves		✓		
	7	Approval of expenditure from central reserves		✓		
	8	Approval of deficit recovery plan		✓		
<b>Payroll</b>	9	Responsibility for the correct payment of all salaries and bills			✓	✓
	10	Approval of Trustees' expenses policy		✓		
<b>Assets</b>	11	Maintenance of inventory of items over £1,000			✓	✓
	12	Writing off debts, stocks and surplus assets under £1,000			✓	✓
	13	Writing off debts, stocks and surplus assets over £1,000		✓		
<b>Statutory Accounts</b>	14	Trust and Academy financial regulations (inc key policies		✓		
	15	Consolidated financial statements		✓		
	16	Responses to Auditors' management letter		✓	✓	✓

## SECTION 14: HUMAN RESOURCES

### Delegation of Human Resources Functions

This Scheme of Delegation, established as a formal schedule that distinguishes between matters reserved exclusively for the Board of Trustees' approval or decision, and matters delegated to the local governing body and individuals.

DELEGATION OF HUMAN RESOURCES FUNCTIONS						
KEY						
✓	Action to be undertaken by this level					
	Function cannot be legally carried out at this level					
Level 1: Members						
Level 2: Board of Trustees/Chief Executive						
Level 3: Local Governing Body in conjunction with the Chief Executive						
Level 4: Headteacher						
Although decisions may be delegated, the Board of Trustees as a whole remains responsible for any decision made under delegation.						
Key Function	No	Tasks	Decision Level			
			1	2	3	4
Staffing	1	Appointment of Chief Executive		✓		
	2	Appointment of Headteachers – school's Chair of LGB (or their representative) to chair the recruitment panel and make appointments with Chair of Board's and CEO's approval.		✓		attendance
	3	Shortlisting and appointment of members of the leadership team (in line with agreed staffing structure)			✓	✓
	4	Appointment of other teachers (in line with agreed staffing structure)				✓
	5	Appointment of support staff (in line with agreed staffing structure)				✓
	6	Transfer of staff within Trust (agreement between headteachers/CEO required on transition period and handover process)				✓
	7	Agree pay policy		✓		
	8	Pay discretions for Chief Executive, Directors and Central Team members		✓		
	9	Pay discretions for Headteacher		✓		
	10	Pay discretions for members of the leadership team			✓	
	11	Pay discretions for other teachers			✓	
	12	Pay discretions for support staff			✓	
	13	Establishing disciplinary/capability procedures		✓		
	14	Dismissal of Chief Executive  <i>(Attendance at Dismissal meeting: At least 3 Trustees, another representative from the Trust, HR representative)</i>		✓		

15	Dismissal of Headteacher <i>(Attendance at Dismissal meeting: At least 2 Trustees - Chair of Board of Trustees and Chair of LGB, another representative from the Trust, HR representative)</i>		✓		
16	Dismissal of a member of the Leadership Team <i>(Attendance at Dismissal meeting: Headteacher and Chair of LGB with advice from HR and another representative from trust)</i>			✓	✓
17	Dismissal of other staff. <i>(Attendance at Dismissal meeting: Headteacher and Chair of Local Governing Body with advice from HR and another representation from trust). NB: Local governing body must act through dismissal committee</i>			✓	✓
18	Dismissal of a member of the Central Team		✓		
19	Suspending Chief Executive <i>(Suspension process to include at least 3 trustees)</i>		✓		
20	Suspending a Headteacher <i>(Suspension process to include 2 Trustees: Chair of Board of Trustees and Chair of LGB, another representative from the Trust with advice from HR)</i>		✓		
21	Suspending a member of the leadership Team <i>(Suspension process to include: Headteacher and Chair of LGB with advice from HR and another representative from trust)</i>		✓	✓	✓
22	Suspending another member of staff <i>(Suspension process to include: Headteacher and Chair of Local Governing Body with advice from HR and another representation from trust)</i>			✓	✓
23	Ending suspension of Chief Executive		✓		
24	Ending suspension of a Headteacher and member of leadership team		✓		
25	Ending suspension of another member of staff			✓	✓
26	Ending suspension of a member of the Central Team		✓		
27	Determining dismissal payments /early retirement / redundancy payments		✓		
28	Determining staff structures and changes to existing structures		✓	✓	

The LGB shall be responsible for the appointment and management of all other staff to be employed at the School provided that this is done in consultation with the Chief Executive. The LGB shall:

- comply with all policies dealing with staff issued by the Trustees from time to time;
- take account of any pay terms set by the Trustees;
- adopt any standard contracts or terms and conditions for the employment of staff issued by the Trustees;
- adopt appropriate and transparent procedures for the recruitment of staff;
- manage any claims and disputes with staff members having regard to and implementing where appropriate any advice and recommendations given by the Trustees;
- the LGB shall delegate to the Headteacher the appraisal of all staff and shall put in place procedures for the proper professional and personal development of staff.

#### **14.1 Human Resources policies and procedures**

The LGB must ensure that the School abides by the HR policies and procedures determined by the Trust including:

- pay and appraisal policies
- Staff discipline, conduct and grievance procedures

#### **14.2 Staffing structure**

The Headteacher must present to the Chief Executive annually by 31<sup>st</sup> May a fully costed 3 Year Staffing Structure which must be no more than 80% of total pupil-led income (including pupil premium).

As the Trust is the employer, the LGB should seek the consent of the Trustees of any change to the agreed staffing structure. Any School seeking to change its agreed staffing structure must:

a) notify and seek the Chief Executive's agreement of its intention and the merits of the proposed change in staffing.

#### **14.3 Safeguarding**

- The LGB must have regard to any statutory guidance on safeguarding issued by the Secretary of State, ensuring that all safeguarding procedures are in place to safeguard and promote the welfare of children (i.e. recruitment and child protection)
- The LGB must ensure that the school central record (SCR) is up-to-date, maintained and is compliant. (i.e. every employee has a current enhanced DBS)
- The LGB must ensure the suitability of staff, supply staff, volunteers, contractors and proprietors including ensuring that every employee is eligible to work in the UK.
- The implementation and monitoring of safeguarding will be overseen by the Director of Safeguarding.

## SECTION 15: KEY FUNCTIONS

### Delegation of key functions

This Scheme of Delegation, established as a formal schedule that distinguishes between matters reserved exclusively for the Board of Trustees' approval or decision, and matters delegated to the local governing body and individuals.

DELEGATION OF KEY FUNCTIONS						
KEY						
✓	Action to be undertaken by this level					
	Function cannot be legally carried out at this level					
Level 1: Members						
Level 2: Board of Trustees						
Level 3: Local Governing Body in conjunction with the Chief Executive						
Level 4: Headteacher in conjunction with the Chief Executive						
Although decisions may be delegated, the Board of Trustees as a whole remains responsible for any decision made under delegation.						
Key Function	No	Tasks	Decision Level			
			1	2	3	4
<b>Governance</b>	1	Approve Trust Articles of Association	✓			
	2	Approve Members' Terms of Reference	✓			
	3	Appoint and Remove Trustees	✓			
	4	Appoint and Remove Chair of LGB		✓		
	5	Approve Board Terms of Reference		✓		
	6	Approve LGB Terms of Reference		✓		
	7	Approve Audit/Pay Committees Terms of Reference		✓		
	8	Approve Trust's Scheme of Delegation		✓		
	9	Approve schools joining the Trust		✓		
<b>Central Services</b>	10	To determine the scope and charge of mandatory core services to be delivered by the Trust on behalf of its Schools		✓		
	11	To identify those additional services to be procured on behalf of individual schools		✓		
	12	To ensure centrally procured services provide value for money		✓		
	13	To ensure Trust website is up-to-date and adheres to all statutory requirement via Central Team		✓		
<b>Curriculum</b>	14	To develop a curriculum policy within the framework of the Trust's overall strategic intents			✓	✓
	15	To implement curriculum policy			✓	✓
	16	Responsibility for standards of teaching		✓		
	17	Accountability for standards of teaching			✓	✓
	18	Responsibility for individual child's education		✓		
	19	Accountability for individual child's education			✓	✓
	20	Provision of sex education - to establish and keep up to date a written policy within Trust's framework			✓	✓
	21	To prohibit indoctrination and ensure the balanced treatment of controversial issues	✓	✓	✓	✓
	22	To establish a charging and remissions policy for activities		✓		
	23	To implement the charging and remissions policy			✓	✓

	24	Safeguard and promote the welfare of children		✓	✓	✓
	25	Have regard to any statutory guidance on safeguarding issued by Secretary of State		✓		
	26	Ensure the suitability of staff, supply staff, volunteers, contractors and proprietors		✓	✓	✓
	27	To establish safeguarding policy		✓		
	28	To implement the safeguarding policy			✓	✓
	29	To review annually the safeguarding policy		✓		
<b>Performance Management</b>	30	To establish an appraisal policy		✓		
	31	To implement the appraisal policy			✓	✓
	32	To review annually the appraisal policy		✓		
<b>Target setting</b>	33	To propose targets for pupil achievement (Chief Executive and Headteacher)				✓
	34	To agree targets for pupil achievement			✓	
	35	To monitor pupil achievement against targets		✓	✓	
	36	Responsibility for pupil outcomes		✓		
	37	Accountability for pupil outcomes			✓	✓
<b>Behaviour</b>	38	To develop a behaviour policy within the Trust's framework			✓	✓
	39	To implement the behaviour policy			✓	✓
<b>Attendance</b>	40	To implement the attendance policy			✓	✓
<b>Admissions</b>	40	To devise the Trust's Admission Arrangements		✓		
	41.	To approve consultation on changes to the Trust's admission arrangements and adhere to statutory deadlines.		✓		
	42.	To approve the determination of the Trust's admission arrangements and determine within statutory deadlines.		✓		
	43.	To ensure prompt communication with the relevant LA regarding admission application decisions for the school's point of entry and in-year admissions (with regards to the latter this will be carried out by the relevant LA on the Trust's behalf).			✓	✓
	44	To implement the statutory right of appeal against admission application decisions providing information to the relevant LA.			✓	✓
	45.	Approve the admission of children over the published admissions number (PAN).		✓		
<b>Religious Education</b>	46	Responsibility for ensuring provision of RE in line with the school's curriculum policy			✓	✓
<b>Collective Worship</b>	47	To ensure that all pupils take part in a daily act of collective worship			✓	✓
	48	To make application to the advisory councils, SACRE, concerning the requirements for collective worship (school without a religious character) to dis-apply.			✓	✓
<b>Premises &amp; Insurance</b>	49	Buildings insurance and personal liability			✓	✓
	50	Developing the Trust's buildings programme		✓		
	51	Implementing the school's building programme			✓	✓
	52	Maintaining buildings, including developing properly funded maintenance plan			✓	✓
<b>Health &amp; Safety</b>	53	To develop a health and safety policy within the Trust's framework.		✓		
	54	To ensure that health and safety regulations are followed			✓	✓
	55	To implement the Trust's Health and Safety Policy			✓	✓
<b>School Organisation</b>	56	To publish proposals to change category of school		✓		
	57	To set the times of school sessions and the dates of school terms and holidays		✓		



	58	To ensure that the school opens for pupils for 380 sessions in a school year			✓	✓
<b>Information for Parents</b>	59	To ensure school website is up-to-date and adheres to all statutory requirement			✓	✓
	60	To ensure provision of free school meals to those pupils meeting the criteria			✓	✓
	61	Adoption and review of home-school agreements			✓	✓
<b>Policies</b>	62	To determine, on an annual basis, those policies which will be developed by the Trust and mandatory for all Trust schools	✓			
	63	To ensure copies of all CLT policies and procedures are disseminated to staff and implemented.			✓	✓
<b>Exclusions</b>	64	Power to exclude				✓
	65	To consider an exclusion			✓	
<b>Human Resources and staffing</b>	66	For the delegation of Human Resources and staffing functions please refer to Human Resources functions				



**APPLICATION FOR APPROVAL OF A PROJECT**

Name of school:.....

Application prepared by:.....Name.....Date.....

Reviewed by CLT:.....Name.....Date.....

Approved for submission to CLT by LGB:.....Date.....

<b>Description of project</b>	
<b>Impact on teaching and learning of project</b>	
<b>Estimated cost of project</b>	
<b>Estimated start date and length anticipated for completion of project</b>	
<b>Confirmation of compliance of all regulations (i.e. financial, planning, H &amp; S, insurance, safeguarding, construction etc)</b>	

## Protocol for Schools Planning and Managing a Deficit Budget

### Deficit Recovery Plan Template

School Name

	Year 1	Year 2	Year 3
Number on Roll			
Number of Teachers			
Financial Year			
<b>Expenditure</b>	<b>£</b>	<b>£</b>	<b>£</b>
B0 - Teaching Staff			
B1 - Educational Support Staff			
B2 - Premises Staffing			
B3 - Admin Staffing			
B4 - Other Staff			
B5 - Agency Staff			
C0 - Maintenance of Premises			
C1 - Other Occupational Costs			
D0 - Educational Supplies and Services			
E0 - Other Supplies and Services			
F0 - ICT Costs (Non Capital)			
G0 - Staff Development			
Total Expenditure [A]			
<b>Income</b>	<b>£</b>	<b>£</b>	<b>£</b>
A0 - GAG funding			
A2 - Other Govt Grants			
A3 - Private Sector Funding			
A4 - Other Income			
Total Income [B]			

In-Year Surplus/(Deficit) [B – A]			
Surplus/(Deficit) b/fwd (including investment)			
Total Surplus/(Deficit) c/fwd			

## Summary of Savings included in the above Deficit Recovery Plan

	Year 1	Year 2	Year 3
Area of saving and how the saving or income generation will be realised. (include timescale and any potential risk)	£	£	£

Signed \_\_\_\_\_ (Headteacher)

Signed \_\_\_\_\_ (Chair of Governors)

Signed \_\_\_\_\_ (CLT Director of Finance)

Signed \_\_\_\_\_ (CLT Accounting Officer)

Signed \_\_\_\_\_ (CLT Chair of Board of Trustees)

Date \_\_\_\_\_.

## WORKS DEEMED CAPITAL WHICH ARE TRUST'S RESPONSIBILITY

Partial replacement/repair/maintenance works are a revenue item and are, therefore, the responsibility of LGBs.

However, where such works:-

- are expected to cost in excess of £10,000;
- cannot be phased in two or more stages;
- comply with the Trust's definition of capital maintenance;
- are included in the list below as a Trust responsibility for total replacement; AND,
- can be justified by the school as being a more cost effective solution to replace rather than undertake partial repairs

then the Trust may consider funding the works as a capital item, as soon as resources are available.

Works classified as capital and the Trust's responsibility are those that exceed an estimated cost of £10,000 where a whole and total replacement is required to the following building elements:

### **Demolition**

Demolition works of whole building structures including taking down, removal and clearance of sites or buildings, sealing off all drains and engineering services, when undertaken as part of a construction project.

### **Foundations** (below top of ground floor slab)

All structural work to walls or wall supports below and including damp-proof courses, underpinning, propping, piles, ground beams, piers, bases and brick or concrete footings (includes internal ducts and duct covers).

### **Structural Frames**

All structural members in steel, timber, or concrete frame including ties, bracing, connection, bolts base plates and wedging. Internal structural walls.

### **Floor structures**

Floor structures and ducting together with their screeds but **excluding** bonded woodblock and all other floor finishes, soffits and ceiling finishes.

### **Roofs, structures**

Roof structures including top floor ceiling timbers, eaves and verge construction, and catwalks. This includes glazing structures.

### **Roofs, coverings**

Roof weather proof coverings, including eaves and verge finishing and catwalks.

**Excludes** all applied rainwater goods above ground and roof glazing.

### **External Walls**

Load bearing, structural, framed, panelled and curtain walls, chimney stacks and flues, including refractories, masonry stonework, heads, sills, strings, steps etc. Applied surface finishes, i.e.: renderings, tile pointing, balcony rails; and cavity wall insulation.

### **Staircase and Landing Structures**

Staircase and landing structures but **excluding** handrails, balustrades and finishes.

### **Whole elevation windows and external doors**

Complete replacement of external windows and doors, including associated ironmongery, architraves and shutters.

### **Ceiling structures**

Suspended ceiling structures (grids and wires) including fire stops and insulation (**excluding** all finishing).

### **Roads, Playgrounds, Car parks, and Paths**

Complete reconstruction of patios, drying areas, steps, fire appliance hard stands, car parking, garage approaches and roads including rebuilding foundation layers, access paths, courts and playgrounds where not vehicle damage.

### **Underground Drainage**

Drains, gullies, grease traps and manholes between buildings and sewers. Includes all internal floor gratings, channels, covers etc. (**excludes** cleansing).

### **Asbestos Removal or Encapsulation**

**Except** where works are instigated by the school. Including fees for testing etc.

### **Main Electrical Switchgear**

All switchgear and interconnecting cables, protective conduits and trunking and fixings, including labels and circuit lists.

### **Electrical Power and Lighting Circuits**

Fixed sub-circuit wiring and conduit, trunking or other means of mechanical protection including fixings, wiring accessories and conduit boxes. All interconnecting wiring and control equipment, time switches, photo-electric cells to external lighting including columns, floodlights and road lighting.

### **Intruder, Security and Fire Alarm Systems**

All battery units including batteries, inter-connections, cabinets and control equipment used for Emergency Lighting, Fire Detection and Alarm Systems, Intruder Alarm Systems (except resulting after activating), Master Clock Systems and Call Bell Systems. All wiring systems associated with these systems including Low Voltage types. All emergency lighting luminaires including self contained types, operating relays and associated controls.

All Call Bell systems including pushes, reset units, meter and indicator boards, sounders, relays, hand sets. All Intruder Alarm Systems including detectors, sounders, alarm lights, control panels, electric override switches and wiring. All door access systems including pushes, card readers, power supply, electric door releases and wiring.

### **Boilers**

LP and MPHW heating and HWS boilers including cleaning access doors, door seals, hinges, fasteners, boiler casing and flue clean brushes. Boiler house steel flues including dampers, explosion relief doors, draught diverters and flue stabilisers.

### **Forced Draught and Atmospheric Gas Fired Burners**

Forces draught and atmospheric gas fired heating and HWS burners including burner train, flame failure controls, thermostats, gas booster sets and refractories.

### **Pressure Jet Oil Fired Burners**

Pressure jet oil fired heating and HWS burners including burner train, flame failure

controls, thermostats and refractories.

### **Automatic Controls and Boiler Plant Electrics**

Heating and HWS heating controls, including zone controls, optimum start controls, energy management controls, control panels, detectors, motorised valves and actuators.

Smoke density alarms, including sensors and control panels. Gas detectors, including sensors, control panels, thermal safety devices, thermal links, emergency stop switches and solenoid valves. Mains signalling systems controlling heating and HWS systems. General mains power, low voltage and lighting in boiler house.

### **Steel Chimneys**

Main steel chimney structure, including basis, guy ropes, holding down bolts, flanges, webs and gussets, cladding and insulation, trims and cowls, access doors and condense drain points and external protective finishes.

### **Water storage tanks and cylinders and associated pumps**

Water storage tanks (**excludes** cleaning). Heating circulating pumps, HWS primary and secondary pumps and sump pumps. HWS storage cylinders and calorifiers, isolating valves, pipework and fittings, thermal insulations, temperature/altitude and oil tank contents gauges. Oil storage tanks, including emergency shut-off devices, valves and thermal linkages, trace heating devices and associated electrical wiring, heating elements, control panel, thermostats and detectors. (Including oil storage tanks for electrical generators).

### **Heating - Water, Gas and Oil Distribution Systems**

LP and MPHWH heating, hot and cold water, gas and oil distribution services including mild steel, copper, polyethylene, ABS and PVC pipework, valves and fittings at tap, appliance or service point. Feed expansion tanks, remote HWS storage cylinders and calorifiers, thermal insulation, radiators, natural convector emitters, pipe coils and heated towel rails. All external mains distribution services (gas, water, etc.).

#### **Direct Gas Fired Hot Water Units**

Replacement of direct gas fired hot water heating units including flues where appropriate.

#### **Air Conditioning Equipment**

All equipment including electrical controls

#### **Direct Fired Air Handling Unit Room Heaters**

Direct oil or gas fired heater units including guards, flues, controls, thermostats, dedicated oil storage tanks, oil contents gauges, oil pipework services and fittings.

### **Lifts, Hoists, Barrier, Lifting Aids**

The whole of the passenger or goods lift installation including wiring, controls, doors, guides, motor, gearbox, pulleys, cables, safety equipment, and lift car finishes Window cleaning cradles, beams, cables and winches.

### **Under floor heating installations**

Underfloor heating cables, ceiling heating systems including all elements, wiring, controls, isolator thermostats.

In addition, the Trust will make good any consequential damage it causes that affects the areas for which the Local Governing Body is responsible, and will undertake other directly associated and beneficial improvements which may sensibly be implemented at



the time of a capital repair and maintenance project, subject to the availability of funding.