Governance-Connected
Clerking Service

Supporting strong governance by helping boards concentrate on their core responsibilities:

- **Providing clarity of vision, ethos and strategic direction**
- **Holding executive leaders to account for the educational outcomes of the organisation and its pupils**
- **Overseeing financial performance to ensure resources are used effectively.**

The Clerking Service will:

Provide a suitably skilled clerking professional who will:

- With the governing board and appropriate executive leaders, agree mutually convenient meeting dates for the academic year.

- In consultation with the chair and relevant executive leaders, work proactively to prepare the agenda for meetings of the governing board and its committees as appropriate. We would normally expect our clerking colleagues to provide an initial draft agenda 3 – 4 weeks in advance taking into account any work plan, actions from previous minutes and professional judgement.

- Ensure the notification of meetings and distribution of the agenda with any supporting papers via GovernorHub within the time limits required by regulation or local agreement where the latter is greater (subject to agendas having been agreed and papers having been made available sufficiently in advance)

- Read papers and provide any relevant governance related advice to executive leaders or governors/trustees

- Receive any apologies from governors/trustees for non-attendance, alert the chair to any potential quoracy issues and share apologies with the governing board at the meeting for approval or rejection

- Attend the meetings of the governing board and its committees as appropriate, and accurately capture the key points of the meeting. This attendance may be via remote access means, EG Zoom, MS Teams, Google meet etc.

- Advise the governing board on routine procedural and good practice matters at that meeting as required.

- Produce draft minutes of the meetings of the governing board and its committees, to submit to the meeting chair for approval within a maximum of 10 school days of any clerked meeting (within a week is normal practice). A copy will also be provided to the school and/or relevant executive leader for information and technical comment. A sample

version of how we would normally present our minutes and the quality/quantity of content you would expect can be viewed here

- Advise governors/trustees of any actions arising from the meeting as early as possible and distribute the draft minutes to appropriate parties as soon as the draft is 'cleared' by the chair.

- It is expected that any comment is made within 5 days of receipt, after which it is assumed that parties are content, and the minutes will be circulated via GovernorHub.

- Maintain membership records for individual governor/trustees including attendance and terms of office, alerting the governing board to any impending membership considerations well in advance and providing any necessary support in terms of reappointment or election advice. Ensure that the required information is provided for publishing on school or trust website, GIAS and where appropriate at Companies House. We are happy to maintain GIAS, websites and companies house filings if appropriate logins are provided. NB. The clerking professional should be the formal point of contact for any governor/trustee resignations.

- Maintain records of committee membership and details of any delegation and limitation to which committees are subject, and alert the governing board to any actions required due to membership, governance practice or legislative changes

- Except where the clerking professional attends virtually, provide the school or trust with signed copies of governor minutes for filing. By arrangement the clerking professional will maintain this file

- Advise as necessary on procedural, legislative and other good practice matters outside the meeting in relation to governance, the governing board and its committees as appropriate, ensuring governors/trustees/academy committee members are kept up to date with pertinent matters.

- Respond promptly to requests for information and support from governors and executive leaders. Any communication will normally be responded to within 48hrs of receipt (Monday – Friday during school term time, subject to the allocated clerking professional's working days)

- As necessary, facilitate communication and share or provide updates, advice and best practice between meetings

- Liaise with organisation staff as necessary to facilitate good governance

- Provide all necessary clerking support in respect of student disciplinary or other ad hoc committees as may be from time to time, subject to the acknowledgement that the clerking professional's attendance may be remote or that an alternative colleague with specialist knowledge may be deployed in place

- Where indicated, provide such further support as is required by the governing board to secure its effectiveness, as befits the role. For example, supporting recruitment and governor induction, work planning, overseeing training, skills audits, updating GIAS, companies house records, reviewing and implementing change in governance practice and framework documentation, drafting and implementing schemes of delegation etc.

- Carry out their duties in a fashion that is consistent with the requirements of relevant legislation, including that associated with GDPR

The Clerking Service will also:

- Provide and signpost clerking professionals to opportunities for continuous professional development, professional advice and access to necessary reference materials

- Provide clerking colleagues with a Governance Connected email address, which it is expected is used for all correspondence. It is recognized that in addition, schools may issue school email addresses for MS teams log in purposes or similar but should use the Governance Connected email address for routine correspondence. The reason for this is that many colleagues clerk multiple schools. It is time consuming to log into numerous school accounts when correspondence is relatively infrequent. Using a single corporate email address also protects against emails inadvertently being sent from the wrong address and potentially being accessible to another school server.

- Aim to provide emergency minute taking cover in the event of sickness or other absence

- Provide an alternative clerking professional as soon as reasonably practicable in the event of resignation or should the service provided remain unsatisfactory, following appropriate action being taken to address any performance issues

- Liaise with the chair, the clerking professional and the organisation on any changes to this arrangement

- Provide the administrative, performance management and payment functions relating to the recruitment and contracting of clerking professional

- Quality assure and evaluate the effectiveness of the service on a regular basis and aim to be responsive to any particular governing board wishes or requirements

- **Provide any additional ancillary governance support to trusts and schools as required – governing boards are subscribing to a service that extends beyond that solely available via their clerk**

The governing board and its trustees/governors have a responsibility to:

- Make every effort to avoid excessively long or late meetings

- Provide the clerking professional with the information they need to fulfil their role. For example, details of the trustees/governors/committee members and key staff at the organisation, ensuring they are informed of any relevant changes

- Respect the professional role of the clerking professional and pay due regard to their advice on governance matters

- Respond promptly to requests for information or action.

- Subscribe to and engage with the governance portal GovernorHub (including Knowledge) which can be done via Governance-Connected @ £450 per year

- Ensure that any papers to be considered at a meeting, for example, visit reports etc. are available in good time for circulation

- Ensure that where it is necessary to vary meeting dates, the clerking professional is consulted and is able to attend before alternative arrangements are made

- Permit the use of a recording device to ensure the accuracy of minutes, with the assurance that those recordings are securely kept and destroyed on approval of minutes by relevant board or committee chair

The chair and/or chair of committee has a responsibility to:

- Advise of any amendments to draft minutes within 5 working days of receipt, after which the clerking professional will automatically post to GovernorHub;

- Maintain appropriate communications to enable their clerking professional to effectively fulfill duties, and to statutory or agreed timescales.

- Complete an evaluation (form) on the service when requested

Executive leaders have a responsibility to:

- Ensure any papers to be considered at a meeting, are available to the clerking professional in time to be distributed with sufficient notice.

- Maintain appropriate and timely communications to enable their clerking professional to effectively fulfil duties to statutory or agreed timescales

- Recognise that the clerking professional reports to the governing board, through the chair who should act as the in loco line manager.

Our expectation is that services for a standard 2hr meeting would normally equate to between 7 and 9 hours work. This would include: a single global reminder of actions at +/- 3 weeks ahead of a meeting; preparation of initial draft agenda; receipt and upload of papers; notification of meetings; reading of papers; collation of apologies; attendance, routine advice and minutes, including amendments and circulation; updating attendance record, up to 15 minutes additional actions.

The above time allocation assumes that information and documents are provided in an ordered and timely fashion, and information, action or decisions requests are responded to promptly. Additional services are charged as undertaken.

A minimum charge of 5 hours will apply to all meetings. If your clerking professional attends a meeting in person, their travel time is charged at the hourly rate plus mileage at 55p per mile to and from meetings.

Please note it will be necessary for our clerking professional to carry out some preliminary work in preparation for working with you, which will be charged at the prevailing hourly rate.

Payment terms

- Our standard rate for trust board, committees and company secretarial work is £65 per hour plus VAT, local layer boards (part of academy trusts) and maintained schools are £45 per hour plus VAT (academic year 2026-27) usually invoiced on a monthly basis, as soon as possible after the last piece of work for that month has been completed. Our rates are reviewed in June for the following academic year. Our payment terms are 15 days.

Cancellation charges

- A cancellation charge of up to 5 hours may be made in the event of meeting cancellation. This is particularly the case where meetings have been diarised for some time and/or

may have resulted in clerking colleagues turning away alternative work, even if the relevant meeting is rescheduled.

Comments and complaints

- Our aim will always be to provide a high-quality governing board orientated service and where necessary resolve any concerns about the service as quickly as possible. If the governing board is unhappy with any element of the service that is provided, the Chair of Governors should register their concern to Liz Bharj at **the earliest opportunity.** The concern will be investigated, and appropriate action taken to address any issues.

Ending the contract

- The governing board shall give at least 12 weeks' notice if it wishes to cancel the service agreement.

Ad hoc clerking

- If you only require ad hoc cover for meetings on an occasional basis, or a clerking service for a specific shorter period of time (for example, if a colleague is out of action for a term), we can provide that service also. The hourly rate for this service is £55 per hour plus VAT.

- The clerking professional is contracted to the clerking service at all times. The governing board, trust or school shall not directly or indirectly employ or engage any clerking professional working with the clerking service to provide services similar to those the clerking service is able to provide, either during the time of the service agreement, or subsequent to it. This provision includes appointing to such roles as governance lead, head of governance etc. If a governing board, trust or school breaches this provision, it will incur a £2500 compensation fee.

Signed by the client: Date:

Please provide the relevant postal address for invoicing purposes (school or Trust), their email address and telephone no for invoicing purposes below.

Email:

Telephone number:

Trust/School:

Postal Address:

DATA PROCESSING AGREEMENT

BACKGROUND

(A) This agreement is to ensure there is in place proper arrangements relating to personal data passed from the trust/school to the clerking service in respect to the provision of clerking support services

(B) This agreement is compliant with the requirements of Article 28 of the General Data Protection Regulation.

(C) The parties wish to record their commitments under this agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this agreement:

"Data Protection Laws" means the Data Protection Act 1998, together with successor legislation incorporating GDPR;

"Data" means personal data passed under this agreement, being in particular that relating to governors and where appropriate, such as in the case of complaint or disciplinary hearings, staff, parents or pupils at the trust/school

“GDPR” means the General Data Protection Regulation;

"Services" means clerking

2. DATA PROCESSING

The trust/school is the data controller for the data and the clerking service is the data processor for the data. The data processor agrees to process the data only in accordance with data protection laws and in particular on the following conditions:

a. the processor shall only process the data (i) on the written instructions from the trust/school (ii) only process the data for completing the services and (iii) only process the data in the UK with no transfer of the data outside of the UK (Article 28, para 3(a) GDPR);

b. ensure that all employees and other representatives accessing the data are (i) aware of the terms of this agreement and (ii) have received comprehensive training on data protection laws and related good practice, and (iii) are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR);

c. the trust/school and the processor have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR,

d. the trust/school consents to the processor involving third parties, under self-employed contract to them in the processing of the data. The processer undertakes to ensure additional processing agreements are in place with such parties as required (Article 28, para 3(d) GDPR);

e. taking into account the nature of the processing, assist the trust/school by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of the trust/school's obligation to respond to requests from individuals exercising their rights laid down in Chapter III of GDPR – rights to erasure, rectification, access, restriction, portability, object and right not to be subject to automated decision making etc. (Article 28, para 3(e) GDPR);

f. assist the trust/school in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR – security, notification of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary consultation with the ICO etc., taking into account the nature of processing and the information available to the Processor (Article 28, para 3(f) GDPR);

g. at the trust/school's choice safely delete or return the data at any time. [It has been agreed that the processor will in any event securely delete the data at the end of the services]. Where the processor is to delete the data, deletion shall include destruction of all existing copies unless otherwise a legal requirement to retain the data. Where there is a legal requirement, the processor will prior to entering into this agreement confirm such an obligation in writing to the trust/school. Upon request by the trust/school the processor shall provide certification of destruction of all data (Article 28, para 3(g) GDPR);

h. make immediately available to the trust/school all information necessary to demonstrate compliance with the obligations laid down under this agreement and allow for and contribute to any audits, inspections or other verification exercises required by the trust/school from time to time (Article 28, para 3(h) GDPR);

i. maintain the integrity of the data, without alteration, ensuring that the data can be separated from any other information created; and

j. immediately contact the trust/school if there is any personal data breach or incident where the data may have been compromised.

3. Termination

a. The trust/school may immediately terminate this agreement on written notice to the processor but is subject to the general terms of termination of contract. The processor may not terminate this agreement without the written consent of the trust/school

4. General

a. This agreement may only be varied with the written consent of both parties.