

ACADEMIES

FUNDING AGREEMENT

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INTRODUCTION

- 1) This Agreement is made under section 482 of the Education Act 1996, as substituted by the Education Act 2002, between the Secretary of State for Education and Skills and The Collegiate Academy Trust hereafter "the Company".
- 2) The Company is a charitable company incorporated in England and Wales, limited by guarantee with registered no 6336693.
- 3) The following expressions used in this Agreement have the respective meanings assigned to them by the numbered clauses of this Agreement referred to immediately after the reference to the expressions -
 - a) "Accounting Officer" - clause 69;
 - b) "admission arrangements" - clause 4 of Annex 2;
 - c) "annual letter of funding" - clause 63;
 - d) "GAG" - clauses 51-58;
 - e) "Capital Expenditure" - clause 39;
 - f) "the Academy" - clause 8
 - g) "the Company " - clause 1;
 - h) "EAG" - clauses 59 - 60;
 - i) "Financial Handbook" - clause 70;
 - j) "financial year" - clause 64;
 - k) "Governing Body" - clause 11
 - l) "recurrent expenditure" - clause 38;
 - m) "School Development Plan" - clause 14-16
 - n) "start-up period" - clause 56;
 - o) "the company" - clause 2;
 - p) "the Memorandum and Articles" - Annex 1
- 4) In this Agreement the following words and expressions shall have the following meanings:-

"LA" means local education authority;

"Principal" means the principal of the Academy;

"Executive Principal" means the executive principal of the Academy;

references to "school" shall where the context so admits be references to the Academy.

"Agreement" means this agreement and its Annexes and a reference in the Agreement to a numbered clause or Annex is a reference to the clause or Annex of this Agreement bearing that number.

- 5) The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies for the interpretation of an Act of Parliament.
- 6) Questions arising on the interpretation of the arrangements in this Agreement shall be resolved by the Secretary of State after consultation with the Company.
- 7) Section 482 (1) of the Education Act 1996 as substituted states that -
"(1) The Secretary of State may enter into an agreement with any person under which -
 - (a) that person undertakes to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England with the characteristics mentioned in subsection (2), and such other characteristics as are specified in the agreement, and
 - (b) the Secretary of State agrees to make payments to that person in consideration of those undertakings."

LEGAL AGREEMENT

- 8) In consideration of the Company undertaking to establish and maintain, and to carry on or provide for the carrying on, of an independent school to be known as the Shireland Collegiate Academy ("the Academy") and having such characteristics as are referred to in clauses 9 - 10, the Secretary of State agrees to make payments to the Company in accordance with the conditions and requirements set out in this Agreement. Any obligations imposed upon or powers given to the Academy by this Agreement are also imposed upon the Company.

CHARACTERISTICS OF AN ACADEMY

- 9) The characteristics of an academy set down in section 482 (2) of the Education Act 1996 as substituted by the Education Act 2002, are that the academy:
 - a) has a broad curriculum with an emphasis on a particular subject area,

or particular subject areas, specified in the agreement, and

- b) provides education for pupils of different abilities and who are wholly or mainly drawn from the area in which the academy is situated.

CONDITIONS OF GRANT

General

10) Section 482(4) of the Education Act 1996 provides for the agreement to specify other conditions and requirements. These conditions in respect of the Academy are that:

- a) the school will be at the heart of its community, sharing facilities with other schools and the wider community;
- b) there will be assessment in the core subjects of the national curriculum at Key Stage 3, and the opportunity to study for external qualifications as defined by section 96 of the Learning and Skills Act 2000;
- c) the admissions policy and arrangements for the school will be in accordance with admissions law, and the DfES Codes of Practice, as they apply to maintained schools;
- d) teachers will be required to have qualified teacher status as further detailed at clause 18; levels of pay and conditions of service for all employees will be the responsibility of the Governing Body;
- e) there will be an emphasis on the needs of the individual pupils including pupils with special educational needs ("SEN") both those with and without statements of SEN;
- f) there will be no charge in respect of admission to the school and the school will only charge pupils where the law allows maintained schools to charge.

Governance

11) The Academy will be governed by the Company delegating functions as appropriate to local governing body ("Local Governing Body" as further described within the Memorandum and Articles) who are appointed by the directors of the Company as a committee in accordance with the Articles. The Company and the Local Governing Body shall exercise their powers and functions with a view to fulfilling a largely strategic role in the running of the Academy and shall consider any advice given by the Executive Principal and the Principal. The Company may exercise its powers and fulfil its functions through its servants or agents.

12) Subject to the Memorandum and Articles, and to this Agreement, the Company may regulate its own procedure and that of any of its committees.

Conduct

13) The Academy shall be conducted in accordance with:

- a) the Memorandum and Articles (attached as Annex 1 to this Agreement) which Memorandum or Articles shall not be amended by the Company without the explicit consent of the Secretary of State, such consent not to be unreasonably withheld;
- b) all provisions by or under statute which confer rights or impose obligations on academies;
- c) the terms of this Agreement.

Pupil well-being; Community Cohesion; and, the Children & Young People Plan

13A) In conducting the Academy and in providing community facilities the Local Governing Body shall, so far as is reasonably practicable –

- a) promote the well-being of pupils at the Academy;
- b) promote community cohesion; and
- c) have regard to any plan published by the local education authority under section 17 of the Children Act 2004 or (where the authority is not required to publish such a plan) any plan published by the authority setting out their strategy in relation to children and relevant young people.

Development Plan and target setting

14) The Academy shall draw up a School Development Plan each year in accordance with a format and timetable to be advised by the Secretary of State. The School Development Plan shall, in particular:

- a) in accordance with a format and timetable to be advised by the Secretary of State set out plans for ensuring that all pupils are supported to reach the highest standards of which they are capable;
- b) describe the Academy's proposals to work with other schools and with the wider community.

15) The Academy shall set such targets in areas to be specified by the Secretary of State each year. The target areas for the initial year shall be:

- a) percentage of pupils achieving five or more GCSEs at grades A* - C; and
- b) percentage of pupils achieving level 5 or above at Key Stage 3 in English, maths science and ICT;

- c) the average point scores at Key Stage 4 for Approved Qualifications

In this clause "Approved Qualification" means an external qualification at entry level, level 1 or level 2 (as set out in the Qualifications and Curriculum Authority's National Qualifications Framework and determined by the Qualifications and Curriculum Authority) or a GCE AS level, which is approved under section 98 of the Learning and Skills Act 2000 and which is appropriate for pupils of compulsory school age.

- 16) The Academy shall consult the Secretary of State and the LA in whose area it is situated each year before setting these targets and shall take into account but not be bound by any comments received from the Secretary of State and/or the LA. The Academy shall set its targets in accordance with the timetable for target setting which applies to maintained schools.

Pupils

- 17) The Academy is an all ability and inclusive school. The arrangements for:

- a) the admission of pupils to the Academy; and
- b) the admission of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) (including the appointment of a responsible person);

are set out in Annexes 2 and 3 to this Agreement, together with the arrangements for making changes to such arrangements, including the requirement to secure the consent of the Secretary of State, such consent not to be unreasonably withheld. Arrangements for pupil exclusions are set out in Annex 4.

Teachers and other staff

- 18) The Company shall not engage anyone under a contract of employment or for services to carry out planning and preparing lessons and courses for pupils, delivering lessons to pupils, assessing the development, progress and attainment of pupils, and reporting on the development, progress and attainment of pupils ("**Specified Work**") who is not -

- a) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002 and registered with full registration with the General Teaching Council for England; or
- b) otherwise eligible to do Specified Work in a maintained school under the Education (Specified Work and Registration) (England) Regulations 2003 (SI 2003/1663).

It shall be open to the Company to employ persons (otherwise than to perform Specified Work) with other qualifications and experience. Their

work may include, without limitation, pastoral care and emotional intelligence based work, assessing the non-academic development and progress of pupils and reporting on the non-academic development and progress of pupils.

It is recognised that, as at the Academy Opening Date, there may be certain members of staff who undertake Specified Work but who do not fall within paragraphs a) or b) above. The Company shall use all reasonable endeavours to ensure that such staff fall within paragraphs a) and b) above as soon as practicable.

- 19) The Company shall use reasonable endeavours to provide all teachers employed at the Academy with access to the Teachers Pension Scheme and, in so doing, will comply with the statutory provisions underlying the scheme.
- 20) The Company shall use reasonable endeavours to provide that all employees other than teachers with access to the Local Government Pension Scheme.
- 21) Reasonable notice shall be given to the Secretary of State of any meeting of the Local Governing Body or any committee or sub-committee thereof (including any interview or appointments panel), at which the appointment of a Principal is being considered and a representative of the Secretary of State shall be entitled to attend and speak at any such meeting whether or not they are also entitled to attend such meeting by virtue of clause 107 of this Agreement provided always that that person shall withdraw from any such discussions of the Company's relationship with the Secretary of State. Advice given by any such representative shall be taken into account by those persons considering the appointment of the Principal before a decision is made.
- 22) It shall be the responsibility of the Company to agree levels of pay and conditions of service with its employees, and to determine and employ such numbers of staff as may be appropriate. The Company shall approve policies for:
 - a) staffing structure, and staff remuneration; and
 - b) staff discipline and performance management.

Curriculum, curriculum development and delivery and RE and collective worship

- 23) The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced with an emphasis on arts and languages. In providing its curriculum, the Academy shall ensure that:
 - a) English, Mathematics, Science and Information and Communication Technology are taught to pupils in Years 7, 8 and 9; and

- b) English, Mathematics and Science are taught to pupils in Years 10 and 11;

except that the Academy is not required to teach an individual pupil or groups of pupils in one or more subjects where, in the opinion of the headteacher, it is inappropriate to do so.

14-19 entitlement

23A)(1) The Local Governing Body shall make arrangements to ensure that, so far as reasonably practicable, a pupil at the Academy in the fourth key stage has the same curriculum entitlements as are conferred on such a pupil at a maintained school by section 85A(1) of the Education Act 2002.

(2) The Local Governing Body shall make arrangements to ensure that, so far as reasonably practicable, a course of study in the core subjects and a course of study in one of the entitlement areas is made available (whether at the Academy or otherwise) to any pupil at the Academy who is above compulsory school age.

(3) Nothing in this clause-

- (a) requires the Academy to incur disproportionate expenditure in making these arrangements;
- (b) confers any greater entitlements on a pupil than are conferred by section 85A(1) of the Education Act 2002 and section 3A of the Learning and Skills Act 2000.

(4) In making arrangements under this clause the Local Governing Body shall have regard to any guidance issued from time to time by the Secretary of State or the Qualifications and Curriculum Authority.

(5) In this clause "course of study", "core subjects" and "entitlement areas" have the same meaning as in sections 3A, 3B and 3C respectively of the Learning and Skills Act 2000.

24) The Academy shall make provision for the teaching of Religious Education and for a daily act of collective worship.

25) Subject to clause 27, provision shall be made for Religious Education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998, and having regard to the requirements of the Qualifications and Curriculum Authority's national framework for religious education in schools.

26) Subject to clause 27, the Academy shall comply with the requirements of section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community, foundation or voluntary

school which does not have a religious character, except that the provisions of paragraph 4 of that Schedule do not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 3(2) of that Schedule, the Secretary of State's consent to such an application not to be unreasonably withheld or delayed.

27) Section 71(1) - (4) of the School Standards and Framework Act 1998 shall apply as if the Academy were a community, foundation or voluntary school, and as if references to "religious education" and to "religious worship" in that section were references to the religious education and religious worship provided at the Academy in accordance with clauses 25 and 26 respectively.

28) The Academy shall have regard to any guidance issued by the Secretary of State on Sex and Relationship Education to ensure that children are protected from inappropriate teaching materials and they learn the nature of marriage and its importance for family life and for bringing up children.

Assessment

29) The Company will be notified to the National Assessment Agency ("NAA") by the Secretary of State and the Company shall provide the NAA with such information as the NAA shall require for the purposes of enabling all pupils at the Academy to take part in and report to the NAA and its agencies on Key Stage 3 assessments in English, Maths and Science (and, from 2008, ICT) and for teacher assessments of pupil's performance in those subjects. The Company will submit to monitoring of its assessment arrangements and may choose to be monitored either:

- a) by the Local Authority in whose area the Academy exists, with the consent of that Authority; or
- b) by an Agency accredited by the NAA,

but in either event shall notify the Secretary of State of the basis upon which it has chosen to be monitored, or any change to that choice. The NAA will conduct an annual audit of the monitoring arrangements. The Company shall comply with the relevant provisions of the 'Assessment and Reporting Arrangements' as published from time to time by the Qualifications and Curriculum Authority as they apply to maintained schools.

The results of any such assessments shall be reported to the DfES as required by the Department and set out in the Assessment and Reporting Arrangements from time to time applying.'

30) The results of any test or assessment conducted in accordance with this clause shall also be reported to the Department and/or the LA as required and as set out in the Assessment and Reporting arrangements, in a format approved by the Department. The Academy may not offer courses which

lead to external qualifications, as defined in section 96 of the Learning and Skills Act 2000, unless they are either approved under section 98 of that Act, or, in respect of individual pupils, groups of pupils or all pupils in Key Stage 4, the Secretary of State gives specific consent for such courses to be offered, such consent not to be unreasonably withheld.

Crisis Management Plan

31) Before the Academy opens to pupils it shall have in place a Crisis Management Plan setting out steps to be taken in the event of an emergency situation at the Academy.

School meals and food standards

32) The Company shall, if requested to do so by or on behalf of any pupils at the Academy, provide school lunches for those pupils unless it would be unreasonable for them to do so. Subject to the provisions of clause 33 charges may be levied for lunches.

33) In relation to a pupil who is himself or whose parents are in receipt of benefits mentioned in section 512ZB of the Education Act 1996 (or equivalent provision governing the entitlement to free school lunches of pupils at maintained schools), the Company shall ensure that a school lunch is provided for such a pupil, which shall be provided free of charge.

33A) All food and drink provided by or on behalf of the Academy shall comply with legislation governing the provision of food and drink in maintained schools as this applies from time to time. In particular, the Company shall ensure that school meals (breakfasts, lunches or other meals); and food and drink available on the Academy premises through other outlets such as tuck shops and vending machines comply with the relevant standards set out in regulations.

Charging

34) Sections 402 (Obligation to enter pupils for public examinations), 450 - 457 (charges), 459 (regulations about information about charges and school hours) and 460 (voluntary contributions), 461 (recovery of sums as civil debt) - 462 (Interpretation re charges) of the Education Act 1996 shall be deemed to apply to the Academy with the following modifications:

- a) references to any maintained school shall be treated as references to the Academy;
- b) references to registered pupils shall be treated as references to registered pupils at the Academy;
- c) references to the governing body or the local education authority shall, in each case, be treated as references to the Company;
- d) the charging and remissions policies required to be determined under section 457, and any amendment thereto, shall require the approval of the Secretary of State; and

- e) the Company may charge persons who are not registered pupils at the Academy for education provided or for facilities used by them at the Academy.

Provision of Information to parents and others

- 35) The Company shall publish a prospectus annually, shall send this on request (free of charge) to parents of pupils at the Academy and to the Secretary of State; and shall make it available for inspection by other persons at the Academy. The prospectus shall include details of admission arrangements and, except insofar as such information is published in a document known as a School Profile (which would accompany the prospectus) the following:
- a) details of the curriculum offered, of assessment arrangements and of the results of attainment tests and public examinations at school level, but this shall not include details of individual pupils' attainment and examination results;
 - b) details of any religious affiliation of the Academy; policy on providing for children with SEN; arrangements for pupils with disabilities (as specified in Annex 3 to this agreement); pupil absence rates; and destination of school leavers; and
 - c) such other information as the Governing Body may determine;
 - d) any further information as set out in Schedule 3 of the Education (School Information) (England) Regulations 2002 (SI 2002/2897) as applies to maintained schools.
- 36) Except for the first academic year of the Academy, the prospectus shall be published in the school year immediately preceding the school year to which it relates and shall be published at least six weeks before the closing date for applying for a place.

GRANTS TO BE PAID BY THE SECRETARY OF STATE

General

- 37) The Secretary of State shall pay grants under this Agreement towards capital and recurrent expenditure. Except with the Secretary of State's prior agreement, the Company shall not budget for expenditure in any year in excess of expected income. The Company shall not enter into commitments which are likely to have substantial implications for future levels of grant, or for the period for which grant may be required. No decision by the Company shall commit the Secretary of State to paying any particular amount of grant.
- 38) "Recurrent expenditure" means any expenditure on the establishment, conduct, administration and maintenance of the Academy which does not

fall within the categories of Capital Expenditure set out at clause 39. The Secretary of State shall pay two separate and distinct grants under the Agreement in respect of recurrent expenditure: GAG and EAG. He will also pay a grant, known as Implementation Grant, as defined in clause 46.

CAPITAL GRANT

39) "Capital Expenditure" means expenditure on:

- a) the acquisition of land and buildings;
- b) the erection, enlargement, improvement or demolition of any building including fixed plant, installation, wall, fence or other structure, or any playground or hard standing;
- c) the installation of electrical, mechanical or other services;
- d) the purchase of vehicles and other self-propelled mechanical equipment;
- e) the installation and equipping of premises with furnishings and equipment, other than necessary replacements, repairs and maintenance due to normal wear and tear;
- f) the installation and equipping of premises with computers, networking for computers, operating software and information and communication technology equipment, other than necessary updates or necessary replacements, repairs and maintenance due to normal wear and tear;
- g) the provision and equipping of premises, including playing fields and other facilities for social activities and physical recreation;
- h) works of a permanent character other than the purchase or replacement of minor day-to day items;
- i) any major repairs or replacements which are specified as constituting capital expenditure in any grant letter relating to them;
- j) such other items (whether of a like or dissimilar nature to any of the foregoing) of a substantial or enduring nature as the Secretary of State may agree shall constitute capital expenditure for the purposes of the Agreement;
- k) all professional fees properly and reasonably incurred in connection with the provision of any of the above;
- l) VAT and other taxes payable on any of the above.

"Capital Grant" means grant paid under the Agreement in respect of capital expenditure.

Capital Funding

- 40) Where the Academy is to open in new premises, or where existing premises are to be substantially refurbished or remodelled, the Secretary of State will be responsible for meeting the incurred capital costs. To that end, he will provide funding to the LA in accordance with arrangements made either under the Building Schools for the Future programme or under the BSF National Construction Contractors' Framework for Academies and Educational Facilities.
- 41) In the event that the Works referred to at clause 40 of this Agreement have not been commenced by 31 March 2009, the Secretary of State agrees to provide reasonable assistance and support to the Local Authority and to the Company to assist with procuring the commencement of such Works.

Other Capital Expenditure

- 42) Any other capital expenditure during the life of this Agreement on which grant payments are sought from the Secretary of State will require the specific agreement of the Secretary of State, such consent shall not be unreasonably withheld. Unless the Company undertakes to meet such capital costs entirely itself such approved costs as are incurred will be shared in a proportion to be agreed between the Secretary of State and the Company in relation to, and having regard to the nature of, each such capital project.

Conditions on Capital Grant

- 43) Any payment of capital grant under the Agreement is subject to the fulfilment of the following conditions:
- a) such grants are used solely to defray expenditure approved by the Secretary of State;
 - b) the payment of such grants is subject to the Company certifying and providing evidence that all planning and other consents necessary for the development and all related infrastructure to be completed have been obtained or put in place.

Arrangements for Payment of Capital Grant

- 44) Capital Grant will be paid by the Secretary of State to the Company on the basis of claims for grant submitted to the Secretary of State in the notified format with supporting invoices and certificates as reasonably required by the Secretary of State. Capital Grant will be paid within 21 days from the day on which a claim for grant is received if the claim is in the proper format, supported by the appropriate documentation and the conditions on its payment set out at clause 43 are complied with. If a dispute arises as

to whether a grant claim is acceptable or not both parties undertake to attempt to resolve it in good faith.

Environmental Improvement Grant

45) The Academy is planned to open in September 2007 (the "**Academy Opening Date**"). It is acknowledged that the works referred to at clause 40 will not have commenced by the Academy Opening Date. The Company and the Secretary of State have agreed that it is necessary to incur capital expenditure for the undertaking of minor capital works ("**Environmental Improvements**"). The parties agree that:

- a) the Secretary of State will bear the costs of the Environmental Improvements;
- b) no expenditure for Environmental Improvements will be incurred without the written consent of the Secretary of State, unless such expenditure consists of an individual item of expenditure below £5,000 in value;
- c) any unauthorised expenditure in contravention of clause 45(b) will be borne entirely by the Company;
- d) the Company must submit a claim for payments for Environmental Improvements to the Secretary of State in the notified format with supporting invoices and certificates as requested by the Secretary of State from time to time. Payments for Environmental Improvements will be paid within 21 days from the day on which a claim for payment is received if the claim is in the proper format, supported by the appropriate documentation and the conditions of this clause 45(d) have been met. If a dispute arises as to whether a payment is acceptable or not both parties undertake to attempt to resolve it in good faith; and
- e) the capital funding under clause 40 of this Agreement does not include any costs incurred for Environmental Improvements.

Implementation Grant

46) The Secretary of State shall pay grant (known as "**Implementation Grant**") towards the establishment of the Academy. Implementation Grant covers the recurrent expenditure that the parties agree is necessary to establish and open the Academy.

47) The Company shall prepare and submit to the Secretary of State for approval an implementation budget showing recurrent costs to be incurred before the Academy opens and for which grant is sought ("**Implementation Budget**").

48) Both parties recognise that as the project develops it may be necessary to revise individual costs in the Implementation Budget and to move costs

between budget headings in order to ensure that the project remains within its approved budget. Where the Company wishes to make such an adjustment of over £10,000, the reason for the change and a revised Implementation Budget must be submitted to the Secretary of State for approval.

Arrangements for Payment of Implementation Grant

- 49) The Secretary of State will pay Implementation Grant to the Company on the basis of claims for grant submitted to the Secretary of State in accordance with the approved Implementation Budget and in the notified format with supporting invoices, receipts and documents as required by the Secretary of State. If the grant claim is acceptable the Secretary of State undertakes to pay the amount due within 21 days from the day on which it was received. If a dispute arises over whether a grant claim or part of it is acceptable, both parties undertake to attempt to resolve the dispute in good faith.
- 50) Any amount of approved Implementation Grant in respect of which the expenditure has not been incurred by the Company, by the date on which the Academy opens, will lapse and no Implementation Grant will be payable in respect of that part of the approved Implementation Budget. Any amount of Implementation Grant which has been paid but remains unexpended on relevant expenditure by the date on which the Academy opens will, without prejudice to any other mode of recovery, be taken into account in determining the total amount of grant to be paid to the Company after the Academy has opened. Any amount of Implementation Grant which is found to have been used on ineligible expenditure will, without prejudice to any other mode of recovery, be taken into account in determining the total amount of grant to be paid to the Company.

General Annual Grant

- 51) General Annual Grant will be paid by the Secretary of State to the Company in order to cover normal running costs of the Academy. These costs will include, but are not limited to:
- a) teachers' salaries and related costs (including full and part time teaching staff and seconded teachers);
 - b) non-teaching staff salaries and related costs (including educational support staff, administrative and clerical staff and manual and premises related staff);
 - c) employees' expenses;
 - d) the purchase, maintenance, repair and replacement of teaching and learning materials and other educational equipment including books,

stationery, ICT equipment and software, sports and laboratory equipment and materials, other supplies and services;

- e) examination fees;
- f) repairs, servicing and maintenance of buildings (including redecoration, heating, plumbing, lighting etc); maintenance of grounds (including boundary fences and walls); cleaning materials and contract cleaning; water and sewage; fuel and light (including fuel oil, solid and other fuel, electricity and gas); rents; rates; purchase, maintenance, repairs and replacement of furniture and fittings;
- g) insurance;
- h) medical equipment and supplies;
- i) staff development (including in-service training);
- j) curriculum development;
- k) the costs of providing school meals for pupils (including the cost of providing free school meals to pupils who are eligible to receive them) and discretionary grants to pupils to meet the cost of pupil support, including support for pupils with special educational needs or disabilities (taking account of the fact that separate additional money will be available for pupils with statements of special educational needs);
- l) administration;
- m) establishment expenses and other institutional costs.

52) Subject to clauses 56 to 58, GAG for each financial year of the Company will be the total of the following areas of funding;

- a) Formula Funding: Funding comparable to the level of funding which would be provided through the funding formula of the LA in whose area the Academy is situated, to a maintained school which had all of the Academy's relevant characteristics, including its number of pupils;
- b) Local Authority Central Spend Equivalent: Funding representing a proportion of the LA Education Budget money which the LA would be able to retain, from the non-delegated elements of the Schools Block and the relevant items in the LA Block, if the Academy were a maintained school. The proportion which this funding will represent will be based on the elements of the LA's Section 52 Budget Return which are relevant to the Academy.

- c) Specialist Schools Allowance: Funding equivalent to that which a maintained school with the Academy's characteristics would receive in respect of their participation in the specialist schools programme;

53) The GAG for the Academy will also include, payable on a basis equivalent to that applied to maintained schools:

- a) funding for matters for which it is necessary for the Academy to incur extra costs, for as long as those costs are deemed necessary by the Secretary of State; and
- b) payments in respect of further, specific grants made available to maintained schools, where the Academy meets the requisite conditions and criteria necessary for a maintained school to receive these grants.

54) The basis of the pupil number count for the purposes of determining GAG will initially be the Company's estimate each November for numbers on roll in the following September. However, the basis of the pupil number count will be the Schools Census for the January preceding the academic year in question (preceding September Pupil Count or autumn term Schools Census for pupils in Year 12 and above), once the following conditions have been satisfied for the academic year for which funding is being calculated;

- a) all planned year-groups will be present (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); and
- b) the total number of pupils as measured in the Schools Census for the preceding January is 90% or more of the planned final size of the Academy, that is 1150 pupils.

and this basis will continue in all subsequent years.

55) For any academic year in which GAG has been based on the Company's estimate, an adjustment will be made to the following year's formula funding element of GAG to recognise any variation from that estimate greater than 2.5%, the additional or clawed-back grant being only that amount relevant to the number of pupils beyond the 2.5% variation. For any academic year in which GAG is based on the Schools Census (or the September Pupil Count for sixth form pupils), no adjustment will be made to the formula funding element for actual pupil numbers which are below those used to calculate GAG. Neither will an adjustment normally be made to the formula funding element for actual pupil numbers higher than those used; but an adjustment may be made by the Secretary of State if the Company demonstrates that there has been a significant impact on costs (eg an extra class had been added). For any other element of GAG the Secretary of State may make adjustments to recognise a variation in pupil numbers from that used to calculate the element of grant in question; the basis of these will be set out in the annual letter of funding.

56) The Secretary of State recognises that:

- a) in relation to academies which open with intakes representing only a proportion of the final planned size of the academy, payments based simply upon the number of pupils present are unlikely to be sufficient to meet the Company's needs in the years before all age groups are present at their planned size (the "start-up period") because of a lack of economies of scale. The Secretary of State undertakes to pay an appropriately larger GAG in the start-up period than would be justified solely on the basis of the methods set out in clauses 53 and 54, in order to enable the Academy to operate effectively. The Company will make a bid to the Secretary of State for this addition to GAG, based upon need and providing appropriate supporting evidence;
- b) in relation to academies which open with pupils transferred from one or more LA-maintained schools which have closed, additional GAG resources will be required to take account of transitional costs including any costs associated with supporting the integration of pupils from the closed schools and - where necessary - to offer a dual curriculum.

57) During the start-up period or during the period when year groups are present who have transferred from a predecessor school or schools, the Secretary of State will pay a further element of GAG additional to that calculated in accordance with the methods set out in clauses 53 and 54 to allow the Academy to:

- a) purchase a basic stock of teaching and learning materials (including library books, text books, software, stationery, science equipment and equipment for physical education) and other consumable materials;
- b) meet the costs associated with the recruitment and induction of additional teaching and other staff.

After the start-up period these costs will be met through the ordinary GAG.

58) The Secretary of State recognises that if he serves notice of intention to terminate this Agreement under clause 88 the intake of new pupils during the 7 year notice period is likely to decline and that in such circumstances payments based simply upon the number of pupils attending the Academy are unlikely to be sufficient to meet the Company's needs during the notice period. The Secretary of State undertakes to pay a reasonable and appropriately larger GAG in the notice period than would be justified solely on the basis of the methods set out in clauses 53 and 54, in order to enable the Academy to operate effectively.

Earmarked Annual Grant

59) Earmarked Annual Grant shall be paid by the Secretary of State to the Company in respect of either recurrent or capital expenditure for such

specific purposes as may from time to time be agreed between the Secretary of State and the Company and as described in the relevant funding letter. The Company is free to determine how best to use each of its EAGs within the scope, terms and conditions of the grant set out in the relevant funding letter.

60) Where the Company is seeking a specific EAG in relation to any financial year, it shall submit a letter outlining its proposals and the reasons for its request to the Academies Division, Sanctuary Buildings, Great Smith Street, London SW1P 3BT, by 15th February preceding the financial year in question.

Arrangements for Payment of GAG and EAG

61) The Secretary of State shall notify the Company in December preceding the start of each financial year of the GAG and EAG figures which, subject to Parliamentary approval, the Secretary of State plans for that year and of the assumptions and figures on which these are based.

62) If an error in the calculation of GAG or EAG occurs for any year, whether in the calculation or because of erroneous data supplied to the Secretary of State, the Secretary of State reserves the right to correct the calculation and, if appropriate, amend the baseline calculations for GAG in subsequent years. If an underpayment or overpayment has occurred as a consequence of the error, the Secretary of State will, acting reasonably, consider paying additional grant, and reserves the right to recover overpaid grant, as appropriate, having considered all the relevant circumstances.

63) The amount of GAG for the Company's financial year will be determined annually by the Secretary of State. The amount of GAG will be notified to the Company in a funding letter not later than 1 April preceding that financial year ("the annual letter of funding"). The annual letter for funding will not include the amount that the Company will receive in respect of grants for which information to enable timely calculation is not available or is incomplete. Such grants will be notified as soon as practicable later in the year. Amounts of EAG will be notified to the Company wherever possible in the annual letter of funding or as soon as practicable thereafter.

64) For the purposes of this Agreement, the Company's financial year shall be deemed to run from September to August, in order to align it to the school academic year. The Secretary of State undertakes to pay GAG in monthly instalments on or before the twenty fifth day of each month, each such instalment to fund the salaries and other payroll costs for the relevant month of all monthly paid employees and all other costs payable during the next following month. The detailed arrangements for payment will be set out in the annual letter of funding.

Other relevant funding

- 65) The Secretary of State shall meet a proportion of the costs arising from the inclusion of academies in the Schedules to the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999. The Secretary of State shall meet the costs of the employee's prior eligible service and the Company shall meet the costs of service in the Academy. The Company shall seek the Secretary of State's consent for these redundancies, such consent not to be unreasonably withheld, before committing to the redundancies.
- 66) The Secretary of State may meet costs incurred by the Company in connection with the transfer of employees from a predecessor school under the Transfer of Undertakings (Protection of Employment) Regulations 2006. The Company shall seek the Secretary of State's consent for these costs, such consent not to be unreasonably withheld or delayed, before committing to the costs. Payment of grant in respect of such costs is to be agreed between the parties on a case by case basis and the Company shall not budget on the basis that it will receive any grant in respect of such costs unless it is specifically notified that such grant will be paid.
- 67) The Company may also receive funding from LAs in respect of the provision detailed in statements of special educational needs for pupils attending the Academy in accordance with the provisions of Section 483A of the Education Act 1996 and regulations made under that section. The Academy shall ensure that all provision detailed in statements of SEN is provided for such pupils.
- 68) The Company should also receive funding from the LA in whose area it is located, from the Standards Fund. The scheme under which the Standards Fund money is to be distributed by the Secretary of State to LAs and schools will permit LAs to receive grants on behalf of Academies in the same way as they can do for maintained schools. The Academy must use any grants received under the Standards Fund in accordance with any conditions specified in relation to that grant. Grants paid to the Company from the Standards Fund are not paid under this Agreement.

Financial and Accounting Requirements

- 69) The Executive Principal shall be the Academy's Accounting Officer. The Accounting Officer will be personally responsible to the Governing Body for ensuring regularity and propriety, and for the economic, efficient and effective use of resources (i.e. ensuring value for money), and administration of the financial affairs of the Academy. The Accounting Officer may delegate or appoint others, such as a Finance Director, to assist in carrying out these responsibilities.
- 70) The Company shall abide by the provisions within the Academies Financial Handbook, as published by the Department for Education and Skills and amended from time to time, which sets out in detail provisions for the financial management of the Academy including guidance on

financial systems and controls and accounting and reporting requirements.

- 71) The formal budget should take in to account items in the School Development Plan requiring expenditure and must be approved each year by the Company.
- 72) Any payment of grant by the Secretary of State is subject to his being satisfied as to the fulfilment by the Company of the following conditions:
- a) that in its conduct and operation the Company shall apply financial and other controls which conform with the requirements both of propriety and of good financial management;
 - b) that arrangements have been made to maintain proper accounting records and that statements of income and expenditure and balance sheets are produced in such form and frequency as the Secretary of State may from time to time reasonably direct;
 - c) that such financial statements are published at the end of each financial year (as defined in clause 64) in such form and manner as the Secretary of State may reasonably direct and a copy sent to him by 31 December each year. These should carry an audit report stating that, in the opinion of the auditors, the statements show a true and fair view of the Company's affairs and that the grants were used for the purposes intended;
 - d) that the Company prepares and files with the Companies Registry such annual accounts as are required by the Companies Act 1985;
 - e) that a statement of the Company's accounting policies used is sent to the Secretary of State with the financial statements;
 - f) that the Company insures or procures insurance by another person of its assets in accordance with normal commercial practice or under the terms of any subsisting leases in respect of the leasehold interest of the site upon which the Academy is situated;
 - g) (i) that the Company prepares and files with the Charity Commission annual accounts prepared in accordance with the Statement of Recommended Practice;

(ii) the Company shall comply with its obligation under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Charity Commission;
 - h) that the Company shall secure that its accounts are audited annually by independent auditors appointed under arrangements approved by the Secretary of State.
- 73) In addition, and at his expense, the Secretary of State may instruct auditors to report to him on the adequacy and effectiveness of the

accounting systems and internal controls to standards determined by the Secretary of State and to make recommendations for improving the financial management of the Company.

- 74) The books and accounts and all relevant records, files and reports of the Company including those relating to financial controls, shall be open at all reasonable times to officials of the Department for Education and Skills and the National Audit Office and to contractors retained by the Department for Education and Skills or the National Audit Office for inspection or the carrying out of value for money studies; and the Company shall secure that those officials and contractors are given reasonable assistance with their enquiries. For the purposes of this clause, relevant means in any way relevant to the provision and use of grants provided by the Secretary of State under this Agreement.
- 75) The Company shall submit indicative budgets to the Secretary of State not later than by 15 February before the start of each financial year of the Company. Such budgets shall set out clearly the prospective income and expenditure of the Company in relation to the Academy and shall differentiate, and give adequate details of:
- a) a statement of expected income for that year including cash donations and gifts in kind from sources other than GAG, EAG and grants from the Secretary of State towards capital and revenue expenditure, distinguishing between income from public funds including the national lottery and income from other sources;
 - b) a statement of proposed recurrent expenditure for that financial year;
 - c) a statement of proposed capital expenditure for that financial year.
- 76) At the beginning of any year the Company may hold unspent GAG from previous years amounting to 12% of the total GAG payable in the year just ended or such higher amount as may from time to time be agreed. This carried forward amount may be used as follows:
- a) equivalent to 2% of the total GAG payable in the year just ended, may be used for any of the purposes for which GAG is paid whether for the purposes of the Academy or for the purposes of any other academy managed by the Company;
 - (b) equivalent to 12% of the total GAG payable in the year just ended, or such higher amount as may from time to time be agreed, minus any amount used under clause (a), may be used on the upkeep and improvement of premises, including the cost of equipment and routine repairs and maintenance, and on capital expenditure..

Any grant paid in accordance with clause 55 and 56 may be carried forward without limitation or deduction to the end of the start up period or until the circumstances referred to in clause 56 come to an end.

- 77) Any savings of GAG not allowed under clause 76 will be taken into account in the payment of subsequent grant.
- 78) The Company may also accumulate funds from private sources or public sources other than grant from the Secretary of State for application to the benefit of the Company as it sees fit. Any surplus arising from private sources or public sources other than grant from the Secretary of State shall be separately identified in the balance sheet.
- 79) The Company shall not, without the prior written consent of the Secretary of State which shall not be unreasonably withheld or delayed:
- a) give any guarantees, indemnities (except such as are given in normal contractual relations) or letters of comfort;
 - b) write off any debts or liabilities owed to it above a value to be set out in the annual funding letter, nor offer or make any ex gratia payments;
 - c) make any freehold sale or purchase; or
 - d) grant or take up any leasehold or tenancy agreement for a term exceeding three years.
- 80) Each discovered loss of an amount exceeding the amount set out in the annual letter of funding, and arising from suspected theft or fraud, shall be reported by the Company to the Secretary of State at the earliest opportunity.
- 81) It is the responsibility of the Governing Body to ensure that the Company balances its budget from year to year.

Borrowing Powers

- 82) The Company shall not operate an overdraft except to cover irregularities in cash flow. Such an overdraft, and the maximum amount to be borrowed, shall require approval by the Company in General Meeting and in writing by the Secretary of State such approval not to be unreasonably withheld or delayed, and shall be subject to any conditions which the Secretary of State may reasonably impose. Provided always that nothing in this clause shall prevent the Company from borrowing (whether by way of overdraft or otherwise) prior to the opening of the Academy nor from borrowing where such borrowing is made necessary by the failure of the Secretary of State to make in a timely fashion payments (whether of GAG or EAG or otherwise) agreed to be made by him under this Agreement.

DISPOSAL OF ASSETS

- 83) Where the Company acquires assets for nil consideration or at an under value it shall be treated for the purposes of this Agreement as having incurred expenditure equal to the market value of those assets at the time that they were acquired. This provision shall not apply to assets

transferred at nil or nominal consideration and which were previously used for the purposes of a state funded school or were transferred from an LA; the value of which assets shall be disregarded.

84) The sale, or disposal by other means, or reinvestment of proceeds from the disposal, of a capital asset by the Company shall require the consent of the Secretary of State where:

- a) the Secretary of State paid capital grant in excess of £20,000 for the asset; or
- b) the asset was transferred to the Company from a Local Education Authority for no or nominal consideration

such consent not to be unreasonably withheld or delayed. Furthermore, reinvestment exceeding £1m or with other special features will be subject to Parliamentary approval.

85) This clause applies in the event, during the lifetime of this Agreement, of the disposal of a capital asset for which capital grant of any amount was paid, where the asset was acquired by the Company. In this event, the Company shall repay to the Secretary of State the same proportion of the proceeds of the disposal as equates with the proportion of the original cost met by the Secretary of State, unless the Secretary of State agrees to some or all of the proceeds being retained by the Company for its charitable purposes.

86) This clause applies in the event, during the lifetime of this Agreement, that the Secretary of State consents to the disposal of an asset which was transferred to the Company from a Local Education Authority for no or nominal consideration. In this event the Secretary of State may give consent on the basis that all or part of the proceeds of the disposal should be made over to the Local Education Authority from which the asset was transferred, taking into account the amount of the proceeds to be reinvested by the Company. The Secretary of State will have regard to any representations from the Company and the Local Education Authority from which the asset was transferred before giving a consent under this clause.

87) Except with the consent of the Secretary of State, the Company shall not dispose of assets for a consideration less than the best that can reasonably be obtained.

TERMINATION

88) Subject to prior termination of this Agreement under clauses 89 - 91, the Secretary of State shall continue payments in respect of current expenditure for a period of not less than seven years.

89) Either party may give seven years written notice of its intention to terminate this Agreement, such notice to expire on 31 August in any year.

- 90) If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 9 or that the conditions and requirements set out in clauses 10 - 36 are not being met, or is otherwise in breach of the provisions of this Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.
- 91) Any such notice shall be in writing and shall:
- a) state the grounds on which he considers the Academy no longer has the characteristics set out in clause 9 or is not meeting the conditions and requirements of clauses 10 - 36 or is otherwise in breach of the provisions of this Agreement;
 - b) specify the measures needed to remedy the situation;
 - c) specify the date by which these measures are to be implemented; and
 - d) state the form in which the Governing Body is to provide its response and the date by which it must be provided.
- 92) If no response is received by the date specified in clause 91d, the Secretary of State may give the Governing Body 12 months, or such lesser period as he considers appropriate acting reasonably in the circumstances, written notice of his intention to terminate this Agreement.
- 93) If a response is received by the date specified in clause 91d, the Secretary of State shall consider it, and any representations made by the Governing Body, and shall, within 3 months of its receipt, indicate that:
- a) he is content with the response and that the measures which he specified are being implemented; or
 - b) he is content, subject to any further measures he specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or
 - c) he is not satisfied, that he does not believe that he can be satisfied, and that he will proceed to terminate the Agreement.
- 94) In the circumstances of clause 93c the Secretary of State shall notify the Governing Body why he believes that he cannot be satisfied and, if so requested by the Governing Body within thirty days from such notification, he shall meet a deputation from the Governing Body and the members of the Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 9 or does not and will not meet the conditions and requirements set out in clauses 10 - 36 or does not and will not otherwise comply with the provisions of this Agreement, he shall give the Company twelve months' written notice of his termination of this Agreement.

- 95) If the Secretary of State has cause to serve a notice on the Company under s.165 of the Education Act 2002 and the matters specified in the notice are not remedied, the period of twelve months notice referred to in clause 93 may be shortened to a period deemed appropriate by the Secretary of State.
- 96) The Secretary of State may at any time by notice in writing terminate this Agreement forthwith on the occurrence of any of the following events:-
- a) the Company calls a meeting of its creditors (whether formal or informal) or enters into any composition or arrangement (whether formal or informal) with its creditors; or
 - b) the Company proposes a voluntary arrangement within Section 1 of the Insolvency Act 1986; or
 - c) the Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 provided that, for the purposes of this Clause, Section 123 (1)(a) of the Insolvency Act 1986 shall have effect as if the amount of £10,000 was substituted for £750. The Company shall not be deemed unable to pay its debts for the purposes of this clause if any such demand as is mentioned in the said Section is being contested in good faith by the Company; or
 - d) the Company has a receiver and manager (with the exception of Receivers and Managers or Interim Managers appointed by the Charity Commission under the Charities Act 1993 or any subsequent re-enactment of that Act), administrator or administrative receiver appointed over all or any part of its undertakings, assets or income; or
 - e) any distraint, execution or other process is levied or enforced on any of the Company's property and is not paid out, withdrawn or discharged within fifteen Business Days; or
 - f) the Company has passed a resolution for its winding up; or
 - g) the Company has a petition presented to any Court for its winding up or for an administration order; or
 - h) the Academy has ceased to operate as a Academy (except where such cessation occurs temporarily by reason of an event of Force Majeure);
 - i) both:
 - ia) following an inspection of the Academy under Chapter 1 of Part 1 of the Education Act 2005, the Chief Inspector has provided a notice to the Secretary of State under subsection 13 (3)(a) of the Education Act 2005 specifying that the case falls within subsection 1(a) of that section ("*school requiring special measures*") (a "Special Measures Notice"); and
 - ib) not less than 12 months after the provision of any Special Measures Notice provided in respect of the Academy, a subsequent inspection of the Academy has been made under Part 1 of the

Education Act 2005 whilst the Special Measures Notice still applies and the person making the subsequent inspection has made a report stating that in his reasonable opinion the Academy has made insufficient progress since the last inspection, or has otherwise failed to improve to the extent reasonably required by the person making the inspection.

“Business Days” in this clause, means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.

Effect of Termination

- 97) In the event of termination of this Agreement, however occurring, the school shall cease to be an academy.
- 98) If the Secretary of State terminates this Agreement for reasons other than that the Academy no longer has the characteristics set out in clause 9, or is no longer meeting the conditions and requirements set out in clauses 10 - 36 or is otherwise in breach of the provisions of this Agreement, the Secretary of State shall indemnify the Company.
- 99) The amount of any such indemnity shall be determined by the Secretary of State acting reasonably having regard to any representations made to him by the Company, and shall be paid at such times and in such manner as the Secretary of State acting reasonably may reasonably think fit.
- 100) The amounts and categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify the Company include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.
- 101) In the event of the termination of this Agreement however occurring the Secretary of State shall procure that his nominee shall resign as a member of the Company and shall co-operate in making any associated amendments to the Memorandum and Articles of Association.
- 102) Subject to clause 103, on the termination of this Agreement, however occurring, the Company shall repay to the Secretary of State a sum in respect of the capital contribution made by him under clause 40 above. The amount to be repaid to the Secretary of State shall be a percentage of the value of the assets belonging to the Company and used in respect of the Academy at the date of termination (or by agreement with the Secretary of State) at the date of subsequent disposal of those assets, such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later.

- 103) The Secretary of State may waive in whole or in part the repayment due under the above clause if:
- a) The Company is unable to realise the market value of land or premises because they are returned to the Local Education Authority at less than market value; or
 - b) The Company obtains his permission to invest the proceeds of sale for its charitable objects; or
 - c) The Secretary of State directs all or part of the repayment to be paid to the Local Education Authority.
- 104) If any land or premises of the Academy were acquired from a local education authority by a scheme under Schedule 35A of the Education Act 1996 or otherwise at less than the market price, and the Secretary of State does not make a scheme as provided for in Schedule 35A (Paragraph 8) of the Education Act 1996, the Company may dispose of its interest in that land or premises but only with the consent of the Secretary of State, who shall have regard to any representations from the Company and the local education authority from which the land was transferred before giving or withholding that consent.

GENERAL

- 105) Without prejudice to any other provision of this Agreement, the Secretary of State acting reasonably may from time to time call for information on, inter alia, the Academy's:
- a) curriculum;
 - b) arrangements for the assessment of pupils;
 - c) targets, including those set in accordance with the provisions of clause 15;
 - d) teaching staff including numbers, qualifications, experience, salaries, and teaching loads;
 - e) class sizes;
 - f) outreach work with other schools and the local community;
 - g) operation of the admission criteria and over subscription arrangements for the Academy including numbers of applications for places and the number and characteristics of pupils accepted for admission;
 - h) numbers of pupils excluded (including permanent and fixed term exclusions);
 - i) levels of authorised and unauthorised attendance;

- j) the Academy's charging and remissions policies and the operation of those policies;
 - k) organisation, operation and building management;
 - l) financial controls; and
 - m) membership and proceedings of the Local Governing Body.
- 106) The Local Governing Body shall make such information available to the Secretary of State, in such form and manner and at such times as may reasonably be required. The Secretary of State shall provide the Local Governing Body with such information as they may reasonably require of him for the running of the Academy.

Access by the Secretary of State's Officers

- 107) The Governing Body shall allow access to the premises of the Company at any reasonable time to DfES officials. All records, files and reports relating to the running of the Company shall be available to them at any reasonable time. The Governing Body shall provide the Department in advance with papers relating to all meetings of the Governing Body, the Local Governing Body and of members of the Company. Two DfES officials shall be entitled to attend and to speak at all such meetings, but shall withdraw from any discussion of the Company's relationship with the Secretary of State or any discussion of bids for funding to the Secretary of State. The Company shall take any steps which are required to secure its compliance with the obligations imposed by this clause of the Agreement.
- 108) The Company shall ensure that:
- i) the agenda for every meeting of the Local Governing Body;
 - ii) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
 - iii) the signed minutes of every such meeting; and
 - iv) any report, document or other paper considered at any such meeting, are made available for inspection at the Academy and, as soon as is reasonably practicable, sent to the DfES.
- 109) There may be excluded from any item required to be made available and sent to the DfES by virtue of clause 108, any material relating to:
- a) a named teacher or other person employed, or proposed to be employed, at the Academy;
 - b) a named pupil at, or candidate for admission to, the Academy; and
 - c) any matter which, by reason of its nature, the Local Governing Body is satisfied should remain confidential.

Notices

- 110) Any notice or other communication concerning this Agreement shall be sent, in the case of a notice or communication from the Secretary of State to the Governing Body at c/o Stone King LLP, 28 Ely Place London EC1N 6TD or such other addressee/address as may be notified in writing from time to time by the Company and, in the case of a notice or communication from the Company to the Secretary of State to Head of Academies Division, Department for Education and Skills, Sanctuary Buildings, Great Smith Street, London SW1P 3BT; or such other address as may be notified from time to time by the Secretary of State and where any such notice or communication is sent by post, unless the contrary is proved, it shall be deemed, subject to satisfactory proof of posting, to be effected at the time at which the letter would be received in the ordinary course of post.
- 111) This Agreement may be amended in writing at any time by agreement between the Secretary of State and the Company.
- 112) The service by the Secretary of State of a notice of termination under any clause of this Agreement shall not prejudice the ability of the Academy (if it wishes to do so) during the notice period to admit pupils in accordance with the provisions of clause 17 and Annex 2 to this Agreement and for the Company to receive GAG and EAG in respect of them.
- 113) The Secretary of State and the Company recognise the difficulties in catering in this Agreement for all the circumstances which may arise in relation to the Academy and undertake in good faith to conduct such consultations as may from time to time be desirable in order to promote the interests of the Academy throughout the period of this Agreement.

This document is executed as a Deed on:

EXECUTED as a Deed of The Collegiate Academy Trust

.....

Trustee

.....

Trustee

In the presence of:

Name.....

Address.....

.....

.....

.....

The Corporate Seal of the Secretary of State for Education and Skills
hereunto affixed was authenticated by-

Authorised by the Secretary of State for Education and Skills

ANNEX 2

THE ADMISSION OF PUPILS TO THE SHIRELAND COLLEGIATE ACADEMY,

1. This document sets out the admission arrangements for the Shireland Collegiate Academy. These arrangements are without prejudice to the provisions of Annex 3 to this agreement. The document forms an Annex to the Funding Agreement between the Shireland Collegiate Academy and the Secretary of State. Any changes to the arrangements set out in this document must be approved in advance by the Secretary of State.

2. The Academy will act in accordance with, and will ensure that the Independent Appeal Panel acts in accordance with, all relevant provisions of the statutory codes of practice (the School Admissions Code of Practice and the School Admission Appeals Code of Practice) as they apply at any given time to maintained schools and with the law on admissions as it applies to maintained schools. Reference in the codes to admission authorities shall be deemed to be references to the governing body of the Academy. In particular, the Academy will take part in the Admissions Forum set up by Sandwell Metropolitan Borough Council and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by Sandwell Metropolitan Borough Council.

3. Notwithstanding these arrangements, the Secretary of State may direct the Shireland Collegiate Academy to admit a named pupil to the Shireland Collegiate Academy on application from an LA. Before doing so the Secretary of State will consult the Academy.

I: ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE

4. The admission arrangements for the Shireland Collegiate Academy for the year 2007/2008 and, subject to any changes approved by the Secretary of State, for subsequent years are:

a) The Shireland Collegiate Academy has an agreed admission number of 1,125 pupils including a 6th of 225 pupils. The Shireland Collegiate Academy will accordingly admit at least 180 pupils in the relevant age group each year if sufficient applications are received;

b) The Shireland Collegiate Academy may set a higher admission number as its Published Admission Number for any specific year. Before setting an admission number higher than its agreed admission number, the Shireland Collegiate Academy will consult those listed at paragraphs 18-19 below. Pupils will not be admitted above the Published Admission Number unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

Process of application

5. Applications for places at the Academy will be made in accordance with LA's co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by Sandwell Metropolitan Borough Council. The Shireland Collegiate Academy will use the following timetable for applications each year (exact dates within the months may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the Shireland Collegiate Academy Admissions Forum or Sandwell Metropolitan Borough Council:

- a) September - The Shireland Collegiate Academy will publish in its prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (e.g. in September 2007 for admission in September 2008). This will include details of open evenings and other opportunities for prospective pupils and their parents to visit the school. The Shireland Collegiate Academy will also provide information to the LA for inclusion in the composite prospectus, as required;
- b) September/October - The Shireland Collegiate Academy will provide opportunities for parents to visit the Academy;
- c) November - CAF to be completed and returned to the LA to administer
- d) LA sends applications to Academy
- e) Academy sends list of pupils to be offered places to LA
- f) February - LA applies agreed scheme for own schools, informing other LA's of offers to be made to their residents.
- g) 1st March offers made to parents.

Consideration of applications

6. The Shireland Collegiate Academy will consider all applications for places. Where fewer than 180 applications are received, the Shireland Collegiate Academy will offer places to all those who have applied.

Procedures where the Shireland Collegiate Academy is oversubscribed

7. Where the number of applications for admission is greater than the published admissions number, applications will be considered against the criteria set out below. After the admission of pupils with statements of Special Educational Needs where the Shireland Collegiate Academy is named on the statement, the criteria will be applied in the order in which they are set out below:

- a) Children in public care;
- b) Admission of pupils whose siblings (defined as brothers and sisters) currently attend the school and who will continue to do so on the date of admission;
- c) Admission of pupils on the basis of proximity to the school using straight line measurement from the main entrance of the Academy to the main entrance to the child's home.

Operation of waiting lists

8. Subject to any provisions regarding waiting lists in the LA's co-ordinated admission scheme, the Academy will operate a waiting list. Where in any year the Shireland Collegiate Academy receives more applications for places than there are places available, a waiting list will operate until a month after the admission date. This will be maintained by the Shireland Collegiate Academy and it will be open to any parent to ask for his or her child's name to be placed on the waiting list, following an unsuccessful application.

9. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraphs 7a - e of this Annex. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for appeals panels

10. Parents will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Shireland Collegiate Academy.

The Appeal Panel will be independent of the Academy. The arrangements for Appeals will be in line with the Code of Practice on School Admission Appeals published by the Department for Education and Skills as it applies to Foundation and Voluntary Aided schools. The determination of the Appeal Panel will be made in accordance with the Code of Practice on School Admission Appeals and is binding on all parties. The Academy should prepare guidance for parents about how the appeals process will work and provide parents with a named contact who can answer any enquiries parents may have about the process.

Arrangements for admission to post 16 provision

11. The Shireland Collegiate Academy will publish specific criteria in relation to minimum entrance requirements for the range of courses available based upon GCSE grades or other measures of prior attainment.

12) There will be a right of appeal to an Independent Appeals Panel for unsuccessful applicants.

Arrangements for admitting pupils to other year groups, including to replace any pupils who have left the Shireland Collegiate Academy

13. Subject to any provisions in the LA's co-ordinated admission arrangements relating to applications submitted for years other than the normal year of entry, the Academy must consider all such applications and if the year group applied for has a place available, admit the child. If more applications are received than there are places available, the oversubscription criteria shall apply. Parents whose application is turned down are entitled to appeal.

Arrangements for admission of pupils as the Shireland Collegiate Academy builds to its full capacity

14. The Shireland Collegiate Academy will open on 1 September 2007 with a Published Admission Number relating solely to pupils in Year 7 and, where relevant, Year 12. Pupils in subsequent Years will have been transferred automatically from the predecessor schools, George Salter High School and Shireland Language College, which will close on 31 August 2007.

15. During the period from 1 September 2007 to the admission of Year 7 in September 2008 to the Shireland Collegiate Academy there will not be a Published Admission Number against which to consider applications for admission to all Year groups. Initially in September 2007 there will be four such Year groups reducing by one in each subsequent academic year.

16. Admission to Year groups without a Published Admission Number will be based upon the size of teaching groups already existing in the Shireland Collegiate Academy and the efficient use of resources.

17. There will be a right of appeal to the Independent Appeal Panel for unsuccessful applicants.

II: ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

18. The Shireland Collegiate Academy shall consult each year on its proposed admission arrangements.

19. The Shireland Collegiate Academy will consult by 1 March:

- a) Sandwell Metropolitan Borough Council;
- b) Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LA;
- c) Any other governing body for primary and secondary schools (as far as not falling within paragraph (b)) located within the relevant area for consultation.

Determination and publication of admission arrangements

20. Following consultation, the Shireland Collegiate Academy will consider comments made by those consulted. The Shireland Collegiate Academy will then determine its admission arrangements by 15 April of the relevant year and notify those consulted what has been determined.

Publication of admission arrangements

21. The Shireland Collegiate Academy will publish its admission arrangements each year once these have been determined, by:

- a) copies being sent to primary and secondary schools in Sandwell Metropolitan Borough Council;
- b) copies being sent to the offices of Sandwell Metropolitan Borough Council;
- c) copies being made available without charge on request from the Academy;
- d) copies being sent to public libraries in the area of Sandwell Metropolitan Borough Council for the purposes of being made available at such libraries for reference by parents and other persons.

22. The published arrangements will set out:

- a) The name and address of the Academy and contact details;
- b) A summary of the admissions policy, including oversubscription criteria;
- c) A statement of any religious affiliation;
- d) Numbers of places and applications for those places in the previous year; and
- e) Arrangements for hearing appeals.

Representations about admission arrangements

23. Where any of those bodies that were consulted, or that should have been consulted, make representations to the Shireland Collegiate Academy about its admission arrangements, the Shireland Collegiate Academy will consider such representations before determining the admission arrangements. Where the Academy has determined its admission arrangements and notified all those bodies whom it has consulted and any of those bodies object to the Academy's admission arrangements they can make representations to the Secretary of State. The Secretary of State will consider the representation and in so doing will consult the Shireland Collegiate Academy. Where he judges it appropriate, the Secretary of State may direct the Shireland Collegiate Academy to amend its admission arrangements.

24. Those consulted have the right to ask the Shireland Collegiate

Academy to increase its proposed Published Admissions Number for any year. Where such a request is made, but agreement cannot be reached locally, they may ask the Secretary of State to direct the Shireland Collegiate Academy to increase its proposed Published Admissions Number. The Secretary of State will consult the Shireland Collegiate Academy and will then determine the Published Admission Number.

25. In addition to the provisions at paragraphs 34 and 35 above, the Secretary of State may direct changes to the Shireland Collegiate Academy's proposed admission arrangements and, in addition to the provisions above, the Secretary of State may direct changes to the proposed Published Admissions Number.

Proposed changes to admission arrangements by the Shireland Collegiate Academy after arrangements have been published

26. Once the admission arrangements have been determined for a particular year and published, the Shireland Collegiate Academy will propose changes only if there is a major change of circumstances. In such cases, the Shireland Collegiate Academy must notify those consulted under paragraph 18 – 19 above of the proposed variation and must then apply to the Secretary of State setting out:

- a) The proposed changes;
- b) Reasons for wishing to make such changes;
- c) Any comments or objections from those entitled to object.

Need to secure Secretary of State's approval for changes to admission arrangements

27. The Secretary of State will consider applications from the Shireland Collegiate Academy to change its admission arrangements only when the Shireland Collegiate Academy has notified and consulted the proposed changes as outlined at 19 - 20 above.

28. Where the Shireland Collegiate Academy has consulted on proposed changes the Shireland Collegiate Academy must secure the agreement of the Secretary of State before any such changes can be implemented. The Shireland Collegiate Academy must seek the Secretary of State's approval in writing, setting out the reasons for the proposed changes and passing to him any comments or objections from other admission authorities/other persons.

29. The Secretary of State can approve, modify or reject proposals from the Shireland Collegiate Academy to change its admission arrangements.

30. Records of applications and admissions shall be kept by the Shireland Collegiate Academy for a minimum period of ten years and shall be open for inspection by the Secretary of State.

Annex 3

Arrangements for pupils with SEN and disabilities at the Shireland Collegiate Academy

Duty to have regard to the Code of Practice and other guidance

1. The Academy shall have regard to the Special Educational Needs Code of Practice (2001) and any guidance issued by the Secretary of State relating to sections 316 and 316A of the Education Act 1996. Any changes to be made to the provisions set out in this document must be approved in advance by the Secretary of State.

Duties in relation to pupils with SEN

2. The Governors of the Academy shall designate a person, who may be the Headteacher, the Chair of Governors or another Governor as appropriate, who shall be the responsible person for the purposes of the following duties in relation to pupils with SEN.

3. The Governors of the Shireland Collegiate Academy shall:

- use their best endeavours, in exercising their functions in relation to the school, to secure that, if any registered pupil has special educational needs, the special educational provision which the pupil's learning difficulty calls for is made;
- secure that, where the responsible person has been informed by the local education authority that a registered pupil has special educational needs, those needs are made known to all who are likely to teach the pupil;
- secure that the teachers in the schools are aware of the importance of identifying, and providing for, those registered pupils who have special educational needs; and
- consult the local education authority and the governing bodies of other schools in the area, to the extent that this is necessary for co-ordinating provision for pupils with SEN.

4. Where a child who has special educational needs is being educated in the Academies, those concerned with making special educational provision for the child shall secure, so far as is reasonably practicable and is compatible with:

- (a) the child receiving the special educational provision which his learning difficulty calls for,
- (b) the provision of efficient education for the children with whom he/she will be educated,
- (c) the efficient use of resources and
- (d) that the child engages in the activities of the school together with children

who do not have SEN.

5. The Academy prospectus shall include details of the governing body's policy for pupils with SEN and in particular shall include the information specified in Schedule 1 to the Education (Special Educational Needs) (Information) Regulations 1999 as amended or re-enacted from time to time. It shall also include details of the arrangements for the admission of disabled pupils; the steps taken to prevent disabled pupils from being treated less favourably than other pupils; and the facilities provided to assist access to the Academy by disabled pupils (disabled pupils meaning pupils who are disabled for the purposes of the Disability Discrimination Act 1995).

Admissions

6. The Academy shall ensure that pupils with SEN are admitted on an equal basis with others in accordance with its admissions policy.

7. Where a local education authority proposes to name the Academy in a statement of SEN made in accordance with section 324 of the Education Act 1996, the Academy shall consent to being named, except where admitting the child would be incompatible with the provision of efficient education for other children; and where no reasonable steps may be made to secure compatibility. In deciding whether a child's inclusion would be incompatible with the efficient education of other children, the Academy shall have regard to the relevant guidance issued by the Secretary of State to maintained schools.

8. In the event of any disagreement between the Academy and the local education authority over the proposed naming of the Academy in a statement, the Academy may ask the Secretary of State to determine whether the Academy should be named. The Secretary of State's determination shall, subject only to any right of appeal which any parent or guardian of the child may have to the Special Educational Needs and Disability Tribunal (SENDIST), be final.

9. If a parent or guardian of a child in respect of whom a statement is maintained by the local education authority appeals to SENDIST either against the naming of the Academy in the child's SEN statement or asking the Tribunal to name the Academy, then the decision of the Tribunal on any such appeal shall be binding and shall, if different from that of the Secretary of State under paragraph 7 above, be substituted for the Secretary of State's decision.

10. Where the Academy has consented to be named in a child's statement of SEN, or the Secretary of State or SENDIST have determined that it should be named, the Academy shall admit the child notwithstanding any provision of Annex 2 of this agreement.

ANNEX 4

Serious incidents of misbehaviour leading to fixed period or permanent exclusion

1. In discharging its duty the Academy Trust will have regard and will ensure that the Independent Appeal Panel has regard to the Secretary of State's guidance on exclusions for maintained schools in accordance with any written directions from the Secretary of State on the interpretation of such guidance for the purpose of this annex.

2. At the date of this agreement, the Secretary of State's guidance on exclusions is called "Improving Behaviour and Attendance: Guidance on Exclusion from Schools and Pupil Referral Units", which is published on the DfES website at:
<http://www.teachernet.gov.uk/wholeschool/behaviour/exclusion/guidance/>.
The title, contents and publication site of this guidance may be subject to change and the Academy Trust will have regard to the guidance as it stands at any given time.

Constitution and conduct of independent appeal panels

3. In addition to the obligations under paragraphs 1 and 2, the Academy Trust will be responsible for carrying out the functions of the Local Authority, as specified in the guidance, for the management of the appeal procedure. The Appeal panel must be impartial and constituted in accordance with the provisions of the guidance detailing the composition of the Appeal Panel. The Academy Trust will arrange suitable training for appeal panel members and clerks.

4. The appeal panel's decision is final and binding on the Academy Trust. Decisions of appeal panels are in principle amendable to judicial review on the application of a parent. A parent may not, however, appeal to the Commissioner for Local Administration (the Local Government Ombudsman) about maladministration because the Commissioner's remit is limited to considering the conduct of appeal panels constituted by Local Authorities.

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 24 day of MARCH 2015

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) The Collegiate Academy Trust, (the "Company") [a charitable company incorporated in England and Wales, with registered number 6336693 together, the "Parties".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 30 August 2007 (the "Funding Agreement") relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. Interpretation

- 1.1 Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Funding Agreement.

2. Variation of the Funding Agreement

- 2.1 The Parties agree that with effect from the date of this Deed:

- 2.1.1 In the first line of Clause 17, delete the word

"arrangements"

And replace it with

"requirements"

- 2.1.2 In Clause 17 delete the words

"together with the arrangements for making changes to such arrangements, including the requirement to secure the consent of the Secretary of State, such consent not to be unreasonably withheld."

- 2.1.3 Annex 2 shall be deleted and replaced with the new Annex 2 attached to this Deed.

- 2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

3. Governing law and jurisdiction

- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

4. Counterparts

- 4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate seal of the Secretary of State for Education authenticated by:-)
)
)



Chapley
.....
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by,
acting by:
[Signature]
.....
Director

[Signature]
.....
Director/Secretary

OR

EXECUTED as a deed by
XXXX
acting by:

.....

Director

In the presence of:

W
I
T
N
E
S
S

Sign 

Name M. GRUNDY

Address SHIRELAND COLLEGIATE ACADEMY

Occupation WATERLOO ROAD, STRETTHAM, W. MIDLANDS

EXECUTIVE PRINCIPAL

Annex 2

REQUIREMENTS FOR THE ADMISSION OF PUPILS TO THE SHIRELAND COLLEGIATE ACADEMY

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Company.
2. Except as provided in paragraphs 2A to 2B below the Company will act in accordance with, and will ensure that an Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code, and the School Admission Appeals Code published by the Department for Education ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or legislation to "admission authorities" shall be deemed to be references to the Directors of the Company.
 - 2A The Company is permitted to determine admission arrangements (subject to consultation in accordance with the School Admissions Code) that give priority for admission (but not above looked after children and previously looked after children¹) to other children attracting the pupil premium, including the service premium ('the pupil premium admission criterion'). Where a Company exercises this freedom it will provide information in its admission arrangements of eligibility for the premiums.
 - 2B For the purposes of applying the pupil premium admission criterion only, sections 1.9(f) and 2.4(a) of the School Admissions Code do not apply insofar as they prevent admission authorities from giving priority to children according to the financial or occupational status of parents or using supplementary forms that ask for:
 - any personal details about their financial status; or
 - whether parents are serving in the armed forces (of any nation), stationed in England, and exercising parental care and responsibility for the child in question.
3. Notwithstanding the generality of paragraph 2 of this Annex, the Company will participate in the co-ordinated admission arrangements operated by the Local Authority (LA) and the local Fair Access Protocol.
4. Notwithstanding any provision in this Annex, the Secretary of State may:
 - (a) direct the Company to admit a named pupil to the Shireland Collegiate Academy on application from an LA. This will include

¹ As defined in the School Admissions Code.

Multi Academy Model

complying with a School Attendance Order². Before doing so the Secretary of State will consult the Company;

- (b) direct the Company to admit a named pupil to the Shireland Collegiate Academy if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes;
- (c) direct the Company to amend its admission arrangements where they fail to comply with the School Admissions Code or the School Admission Appeals Code.

5. The Company shall ensure that parents and 'relevant children'³ will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

Relevant Area

6. Subject to paragraph 7, the meaning of "Relevant Area" for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

7. If the Company does not consider the relevant area determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Company and the LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.

9. The Company will:

² Local authorities are able to issue school attendance orders if a child is not attending school. These are legally binding upon parents. Such an order might, for instance, be appropriate where a child has a place at an Academy but his/her parents are refusing to send him/her to school. The order will require a parent to ensure his/her child attends a specified school.

³ relevant children' means:

- a) in the case of appeals for entry to a sixth form, the child, and;
- b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

Multi Academy Model

- a. subject to its right of appeal to the Secretary of State in relation to a named pupil, admit all pupils with a statement of special educational needs naming the Academy;
- b. determine admission oversubscription criteria for the Academy that give highest priority to looked after children and previously looked after children, in accordance with the relevant provisions of the School Admissions Code.

Oversubscription criteria, admission number, consultation, determination and objections.

10. The Academy admission arrangements will include oversubscription criteria, and an admission number for each relevant age group⁴. The Company will consult on the Academy's admission arrangements and determine them in line with the requirements within the School Admissions Code.

11. The Office of the School's Adjudicator (OSA) will consider objections to the Academy's admission arrangements⁵. The Company should therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the OSA.

12. A determination of an objection by the OSA will be binding upon the Academy and the Company will make appropriate changes as quickly as possible.

⁴ 'Relevant age group' means 'normal point of admission to the school, for example, year R, Year7 and Year 12.

⁵ The OSA has no jurisdiction to consider objections against the agreed variation from the Codes set out in paragraphs 2A and 2B.