

THE WORLD IS A VILLAGE

IN A GLOBAL ECONOMY

WE ARE ALL

INTERCONNECTED

Content

SUMMARY

for information to the Academy:	4
1. ESTABLISHING THE ACADEMY	7
- Definitions and Interpretation	7
- The Code	7
2. RULES OF THE ACADEMY	8
- Academic Standards	8
- Discipline	8
- Enrollment	8
- Financial Matters	8
- Immunization	9
- Uniforms	11
3. GRADING	12
- Calculation	13
- Reporting	14
4. LAWS	14
5. TERMINATION	19
- Information to other party	19
- Information to Notice	19
- Information to Secretary of State after inspection	20
- Information to Secretary of State	21
- Right to Appeal during notice period	21
- Right to terminate by Academy Trust	21

Clause No.	Description	Marked	Used
2.13.1	Clause applies where an academy was previously a VC or foundation school designated with a religious character	Applied	
2.13.2	Clause applies where the academy was previously a VC or foundation school designated with a religious character	Applied	
2.13.3	Clause applies where there was a designated school	Applied	
2.13.4	Clause does not apply to free schools which were a predecessor independent school, or new provision academies	Applied	
2.13.5	Clause applies only to academies which were designated with a religious character	Applied	
2.13.6	Clause applies only to academies which were wholly selective grammar schools	Applied	
2.13.7	Clause applies only to academies which were partially selective grammar schools	Applied	
2.13.8	Clause applies to free schools and former free academies designated with a religious character	Applied	
2.13.9	Clause applies only where the academy was previously designated with a religious character	Applied	
2.13.10	Clause applies only where the academy was previously designated with a religious character	Applied	
2.13.11	Clause applies where an academy was previously a VC school or foundation school designated with a religious character	Applied	
2.13.12	Clause applies if the academy was previously designated with a denominational character - CE etc. rather than religious	Applied	
2.13.13	Sub clause designates a school	Applied	

Clause	Descriptor	Applied	Not used
3.A	Option 1 applies to converter and sponsored academies: if used delete option 2	✓	
3.A	Option 2 applies to free schools and provision academies: if used delete option 1		✓
3.F	Clause relating to some cases (does not cover converters)		✓
3.C	Clause only applies to full sponsored intermediate sponsored academies with approved Academies Action Plans		Not ✓
3.K	Clause does not apply to free schools (where there was a predecessor school), or new provision academies	✓	
5.C	Clause applies only to a boarding academy/free school		✓
5.I	Clause only applies to sponsored academies		✓
5.K	Clause applies to free schools and applied to new provision academies		✓
5.L	Clause applies to free schools and applied to new provision academies		✓
5.M	Clause applies to free schools and applied to new provision academies		✓
5.N	Clause applies to free schools and applied to new provision academies		✓
5.O	Clause applies to free schools and applied to new provision academies		✓
6.F	Clause only applies to schools which designated with a Church of England Roman Catholic character		✓

3.1. The Secretary of State will calculate GAG based on the pupil count at the end of the Academy Financial Year in which the Academy opens. The pupil count will be determined on the same basis as used by the relevant LA for determining the budget of the maintained school.

3.2. For Academy Financial Years after that referred to in clause 3.E, the basis of pupil count for determining GAG will be:
for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and
for pupils in Year 12 and above, the formula which is in use at the time for maintained schools.

3.3. The Secretary of State may, at his discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity in clause 2.B. If such an adjustment is made in any Academy Financial Year, this will not change the basis of the pupil count for calculating the following Academy Financial Year's GAG. If the Secretary of State has indicated that additional grant may be available in such circumstances, the Academy must bid for this additional grant and need not provide supporting evidence. The Secretary of State may accept or refuse the bid at his discretion.

3.4. The Secretary of State recognises that if a Termination Notice or a Variation Warning Notice is served, or the Master Agreement is otherwise terminated, the intake of new pupils during the notice period may decline and payments based on the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the

4.A The Academy

- a) within 28 days of the signing of this Agreement in circumstances where the Land has been transferred to the Academy Trust prior to the date of this Agreement or otherwise within 28 days of the transfer of the Land to the Academy Trust, the Land must be registered with the Land Registry using Form RX1 for the following purposes (the "Restriction") to be entered on the proprietorship register for the Land:

Not to dispose of or otherwise register the registered estate by the proprietor of the registered estate without the written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1E 6BT;
- b) take all such steps as are reasonably required to ensure that the Restriction is entered on the proprietorship register;
- c) promptly inform the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, permit the Secretary of State to do so in accordance with the provisions of the Act;
- e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or revoke the Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

Obligations of the Academy Trust

4.B The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to less than the safety or maintainability of the Land without the Secretary of State's consent.

4.C The Academy Trust must comply with the Lease and promptly enforce its rights against tenants and third parties in relation to the Land.

- a) a **latent need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;
- b) a **latent need** will arise when the DfE is actually aware of an unmet demand for pupil places in the area where the Academy is situated, following representations from parents in that area; and
- c) **latent capacity** has the meaning given in clause 2.B.

5. TERMINATION

Termination by either party

5.A. Either party may give at least seven Academy Financial Years' notice of termination of this Agreement. Such termination would take effect on 31 August of the relevant year.

Termination by Warning Notice

5.B. The Secretary of State may serve a Termination Warning Notice where he considers that

- a) the Academy Trust has breached the provisions of this Agreement or the Migrant Agreement; or
- b) the standards of performance of pupils at the Academy are unacceptably low; or
- c) there has been a serious breakdown in the way the Academy is managed or governed; or
- d) the safety of pupils or staff is threatened including due to breakdown of discipline; or
- e) the Academy is coasting provided it has notified the Academy Trust that it is coasting.

5.C. A Termination Warning Notice served under clause 5.B will specify:

Secretary of State will not have agreed to provide sufficient additional funding to cover the Shortfall, then the Academy will be entitled to terminate this Agreement, by notice expiring on 1 August of the Critical Year. Any such notice will be given within 21 days after (or, if the Expert's determination has been given to the parties in writing, the date the Secretary of State will have given written notice of its refusal to provide sufficient additional funding for the Academy to cover the Shortfall).

Effect of termination

5.Z If this Agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 1 and 1A of the Academies Act 2010.

5.AA Subject to clauses 5.BB and 5.CC, if the Secretary of State terminates this Agreement under clause 5.A, it will be in default of the Academy Trust. If the Secretary of State terminates the Agreement otherwise than under clause 5.A, he may at his discretion indemnify or compensate the Academy Trust.

5.BB The amount of any such indemnity or compensation will be determined by the Secretary of State, having regard to representations made to him by the Academy Trust, and will be paid to the Academy Trust by the Secretary of State in such manner as he considers appropriate.

5.CC The categories of expenditure incurred by the Academy Trust in consequence of termination, for which the Secretary of State may indemnify the Academy Trust under clauses 5.AA, may include:

- a) staff compensation and redundancy payments;
- b) compensation payments in respect of broken contracts;
- c) expenses of disposing of assets or repurposing them for other purposes;
- d) legal and other professional fees;
- e) dissolution expenses.

5.DD If this Agreement is terminated, the Academy Trust owns capital assets

- Section 6.A: State under this Agreement (including the right to terminate in a single or partial exercise of such a right or remedy, is not prevented or restricted by any initial or further exercise of that right or remedy.
- 6.E: This Agreement will not affect the accrued rights and remedies or obligations of the parties existing at termination.
- 6.F: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all of which together constitute the entire agreement.
- 6.G: This Agreement and any dispute or claim arising out of or in connection with it or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England, and submitted to the exclusive jurisdiction of the courts of England.
- 6.H: Not applicable.

This document

on 20 December 2016

Executed by

by:

[Handwritten signature]

Director

Director

[Handwritten signature]

Company Secretary

Witness

Name:

Address:

The Corporate Seal

THE SECRETARY

ATTESTATION

affixed as directed

[Handwritten signature]

Duly Authorised

April 2017

ANNEX B

PROCEDURE FOR THE ACADEMY TRUSTS WITH SPECIAL EDUCATIONAL NEEDS (SEN) AND

DISABILITIES

7 A. The term 'SEN' means a statement issued under section 324 of the Education Act 1996.

7 B. This plan is made under sections 37(2) of the Children and Families Act 2014.

7 C. Except where set out in clause 8 below, the Academy Trust shall have the duties directly in respect of pupils with special educational needs, including the duty to issue EHC plans. If an Academy Trust considers that a LA should have named the Academy in an EHC plan, it may ask the Secretary of State to determine whether the LA has a duty to do so, and to make arrangements for directing the LA to reconsider. The Secretary of State's determination shall be final, subject to any right of appeal which a parent of the child may have to the First Tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

7 D. Not specified

7 E. Not specified

7 F. Not specified

8. ADDITIONAL DUTIES OF ACADEMY TRUSTS WITH SEN AND DISABILITIES

8 A. The Academy Trust must for each of its academies, subject to its right of appeal to the Secretary of State, and in relation to pupils with a statement of SEN, maintain a register of SEN pupils.

8 B. Where a LA proposes to name or amend an academy in a statement of SEN, it must first require the Academy Trust written confirmation of this, stating why it considers that the Academy Trust is responsible for the pupil in question. Within 15 days of receipt of this confirmation, the Academy Trust must consent to being named, except

8.H Causes A to 3.G of apply insofar as the relevant provisions of the
Children and Families Act 2014 relating to SEN and ability do not apply to
Academies and Free schools.

Department
Education

Education Registration

Department for Education
Level 1
Paul's Pla
Norfolk Street
Stafford
S1 2

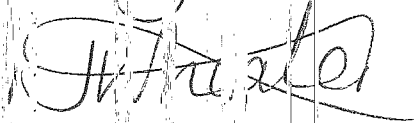
L.WHEATE@education.gov

01927 427423

Dear David

Please find enclosed
a signed hard copy of
the Supplemental
Agreement for the
many Academy,
noting
vesting
ansly

Kind regards,



Head - Lancashire and West Yorkshire