

FREEDOM OF INFORMATION REDACTION SHEET

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Master Funding Agreement ]

Exemptions in full

ion 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.

Factors for disclosure

Factors for Withholding

*f* further to the understanding of and increase participation in the public debate of issues concerning Academies.

*f*



# Academy and free school: master

£100 million

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**SUMMARY SHEET**

**Information about the Academy Trust:**

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 1. INTRODUCTION

### Introduction and definitions

1.1 This Agreement is between the Secretary of State for Education (the  
"Secretary of State") and Wode Downer Trust (the "Academy Trust") and

is an academy agreement as defined by section 4 of the Academies Act 2010

An "Alternative Provision Academy" means an Academy or Free School which

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

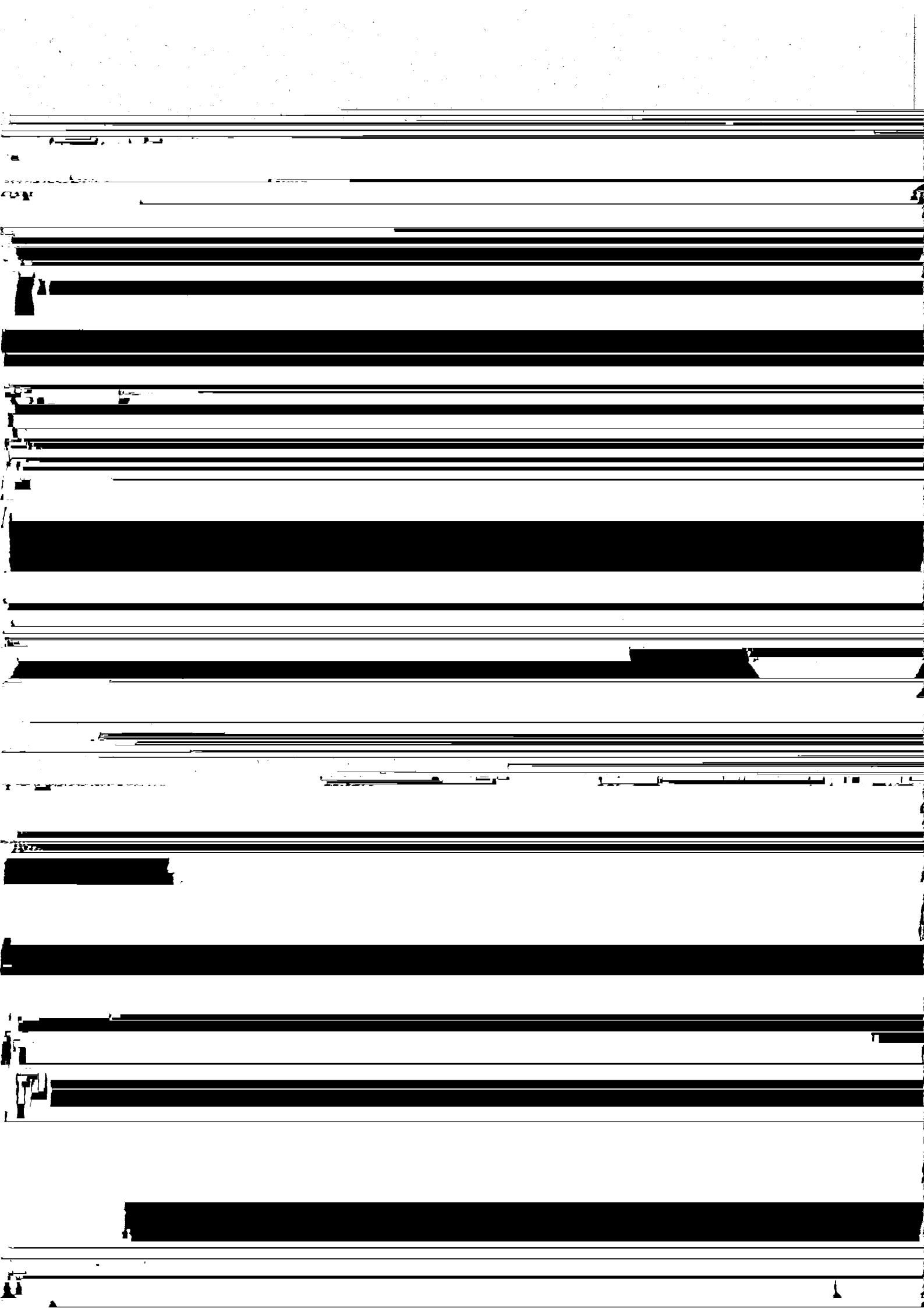
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





"Parents" means parents<sup>1</sup> or guardians.

"Predecessor School" means the school which the Academy in question replaced,

using payments made by or on behalf of the Secretary of State, and (b) publicly

fund-raising defined in paragraph 22(2) of Schedule 1 to the Academies Act 2010

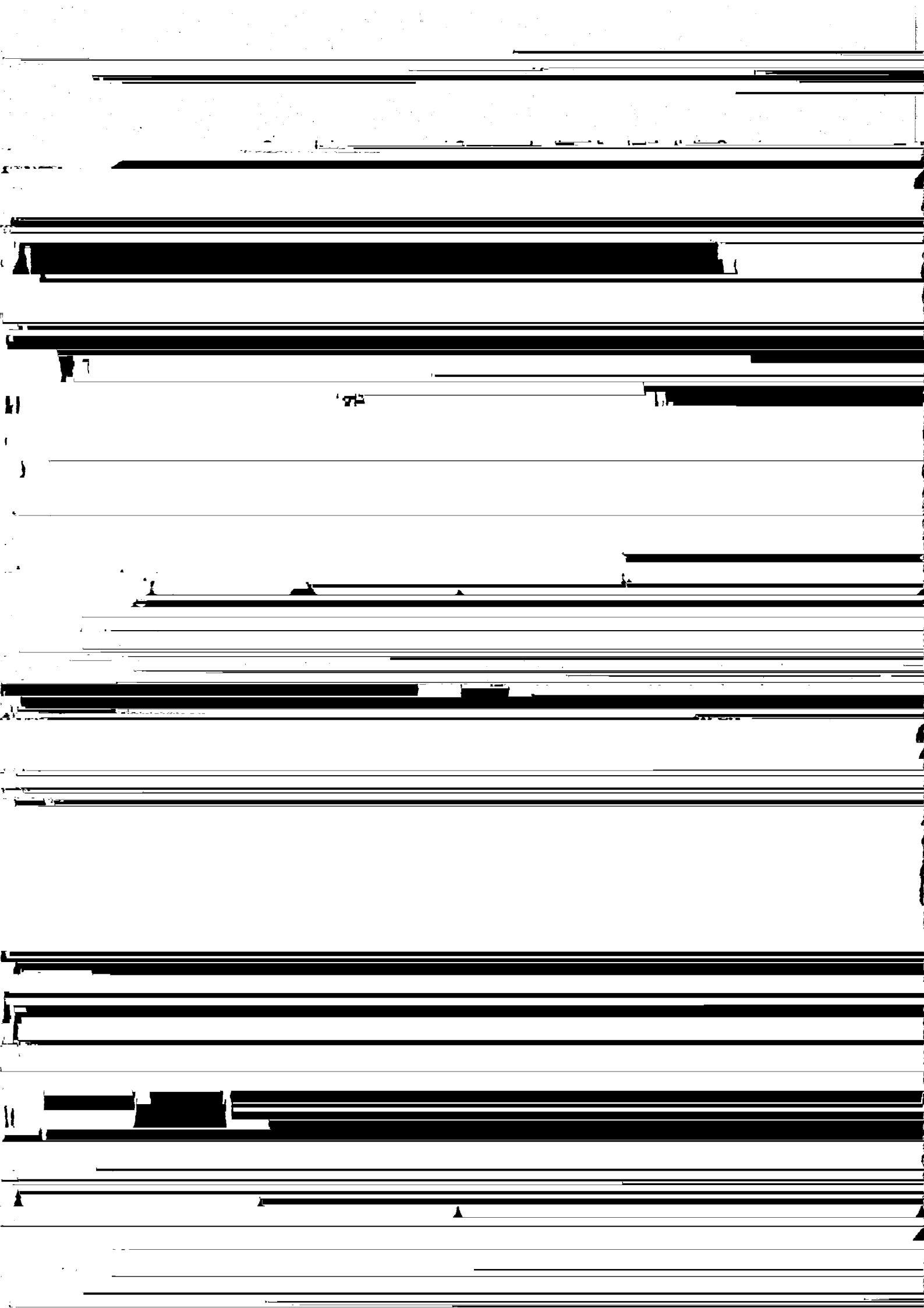
"Teaching Staff" means teachers and the principal or head teacher employed at the

Trust, terminating this Agreement and each Supplemental Agreement on the date specified in the notice.

The Interpretation Act 1979 applies to this Agreement as it applies to an Act of

1.11 References in this Agreement or any Supplemental Agreement to any named legislation, legal requirement or published guidance should be taken to

include any amendment to or replacement of it



4.17 The Academy Trust must obtain the Secretary of State's consent before:

applying to have an Academy designated as a school with religious character

The Secretary of State may at his discretion refuse or consent to the Academy Trust making such an application.

1.18 Unless an Academy operated by the Academy Trust is designated as a school

125 The Academy Trust must not appoint any new or replacement members until

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 2. RUNNING OF THE ACADEMIES

### Length of school day and year

2.1 The length of the school day and year will be the responsibility of the

enrolled in the TPS – teaching work is 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,



**School meals**

2.9 Subject to clause 2.10, the Academy Trust must provide school lunches and

a) the amount of Year 7 literacy and numeracy catch-up premium grant

[REDACTED]

[REDACTED]

that it will receive during the Academy Financial Year

[REDACTED]

[REDACTED]

[REDACTED]

b) what it intends to spend its Year 7 literacy and numeracy catch-up premium grant on;

c) what it spent its Year 7 literacy and numeracy catch-up premium grant

in the previous Academy Financial Year

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Exclusions**

2.20 In respect of **Mainstream Academies, and Special Academies which admit pupils without EHC Plans, under clause 2.D of the Special School:**

LA, enter into an agreement which has the effect that where:

a) the Academy admits a pupil who has been permanently excluded from

a maintained school, the Academy itself or another academy with

b) its approach to the curriculum;

offered by each Academy and, if applicable, any other qualifications

offered by each Academy;

d) the names of any phonics or reading schemes in operation for Key

Stage 1 if applicable; and

- b) Ensure that there is an opportunity for a range of education and training providers to access registered pupils in years 8-13 for the purpose of informing them about approved technical education qualifications or apprenticeships.
- c) Publish information about their careers programme and details of their named careers leader in accordance with The School Information (England)

“What academies, Free schools and colleges should publish online”

### Assessment

2.28 The Academy Trust must:

- a) ensure that pupils and students at each of its Academies are entered for examinations, in line with the requirements on maintained schools in section 402 of the Education Act 1996;
- b) comply with the relevant Guidance, as it applies to maintained schools, in respect of each Mainstream Academy and each Special

approved by the Secretary of State for the purpose of section 96 of the Learning and Skills Act 2000.

2.30 Unless informed by the Secretary of State that alternative information must be published, the Academy Trust must ensure that the following information is published on the relevant Academy's website for each **Mainstream**

each **Special Academy**, and in respect of sub-paragraph b) where relevant

iv. Attainment 8 score

percentage of pupils achieving grade 5 or above in GCSE English

and mathematics

vi. percentage of pupils staying in education or going into employment

### 3. GRANT FUNDING

#### Recurrent Expenditure Grants

- 3.1 The Secretary of State will pay grants towards Recurrent Expenditure, and may pay grants towards Capital Expenditure, for each Academy.
- 3.2 "Recurrent Expenditure" means any money spent on the establishment, conduct, administration and maintenance of an Academy which does not fall within Capital Expenditure.
- 3.3 In respect of Recurrent Expenditure, the Secretary of State will pay **General**

~~Annual Grant ("GAG") and may additionally pay **Expenditure Annual Grant**~~

("EAG"). These are two separate and distinct grants.

- 3.4 ~~Expenditure with the Secretary of State's consent, the Academy Trust must not~~



e) installing and equipping premises with furnishings and equipment, other

3.9 In order to receive payments of Capital Grant, the Academy Trust must

provide supporting invoices and certificates in the format specified by the

65

[REDACTED]

[REDACTED]

Secretary of State

9.10

f) examination fees;

g) repairs, services and maintenance of buildings (including redecoration);

d) funding for any other costs to the Academy which the Secretary of State considers necessary.

3.14 The Academy Trust must use GAG only for maintaining, carrying on, and developing the Academies in accordance with this Agreement

and the relevant Supplemental Agreement, except where the Secretary of State has given specific consent for the Academy Trust to use GAG for

another charitable purpose.



correct the underpayment in the same or the current Academy

- c) for any reason which results in an overpayment to the Academy Trust,  
the Secretary of State may recover any overpaid grant in the same or

require Charity Trustees to report to the Charity Commission should instead be interpreted as reporting to the body or person appointed as the principal regulator under the Charities Act 2011.

4.5 The Academy Trust must abide by the requirements of the current 16-19 Funding Guidance published by the Secretary of State, in respect of any

provision for students who are above compulsory school age until the academic year in which they reach the age of 19.

4.5A If the Secretary of State gave any grant to or on behalf of the Academy Trust

in respect of any Free Schools that the Academy Trust establishes and maintains, which includes an amount to cover VAT, the Academy Trust shall,

having paid the VAT, promptly submit a VAT reclaim application to Her

**Budgeting for funds**

4.9 The Academy Trust must balance its budget from each Academy Financial Year to the next. For the avoidance of doubt, this does not prevent the Academy Trust from:

a) subject to clause 4.14, carrying a surplus from one Academy Financial Year to the next; or

b) carrying forward from previous Academy Financial Years sufficient cumulative surpluses on grants from the Secretary of State to meet an in year deficit on such grants in a subsequent financial year, in

accordance with clauses 4.14-4.16 and 3.L of the relevant Supplemental Agreement; or

c) incurring an in year deficit on funds from sources other than grants



4.13 The approved budget must be submitted to the Secretary of State in a form,  
and by a date to be notified by the Secretary of State.

4.14 At the end of any Academy Financial Year the Academy Trust may carry

forward any amount of CAC from previous Academy Financial Years without limit.

4.21 The accounts must carry an audit report stating whether, in the opinion of the

4.26 The Secretary of State may, at his expense, instruct auditors to report to him on the adequacy and effectiveness of the Academy Trust's accounting systems and internal controls to standards determined by the Secretary of

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

State taking into account the amount of the proceeds to be reinvested by the

Academy Trust.

**Transactions outside the usual planned range**

4.31 In relation to Publicly Funded Assets, the Academy Trust must not, without the

Secretary of State's consent:

give any guarantee, indemnity or letter of comfort, except such as

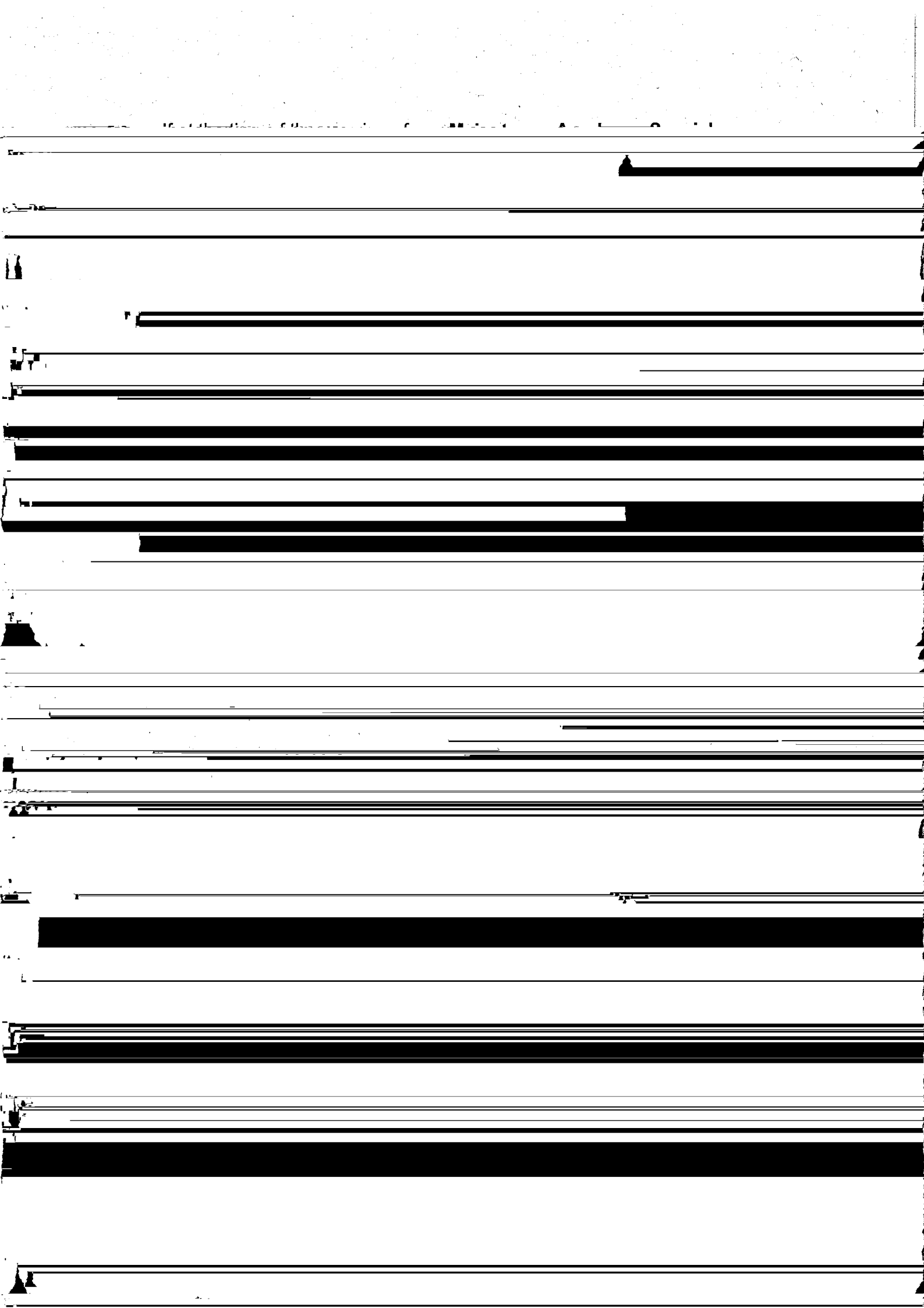
5. **COMPLAINTS**

5.1 With regards to a **Mainstream Academy, a Special Academy an Alternative Provision Academy or a 16-19 Academy**, if a complaint is made about matters arising wholly or partly before the Academy opened, and all or part of that complaint was investigated by the Local Government Ombudsman under Part III of the Local Government Act 1974 ("**Part III**"), or could have been investigated under Part III if the Predecessor School/Pupil Referral Unit had

remained a maintained school/Pupil Referral Unit, the Academy Trust:

maintained school/Pupil Referral Unit;

b) agrees that the Secretary of State will have the power to investigate the



any such demand as is mentioned in the said Section is being

- d) the Academy Trust has a receiver and manager (except those appointed by the Charity Commission under the Charities Act 2011),

6.5 For the purposes of clause 6.4 a Charity Trustee or member of the Academy:

- a) has been convicted of an offence;
- b) has been given a caution in respect of an offence;

is subject to a relevant finding in respect of an offence or



... as inappropriate that, in the opinion of the Secretary of State, it

[REDACTED]

makes that Charity Trustee or member unsuitable to take part in the management of the Academy.

**Change of Control of the Academy Trust**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Access by the Secretary of State's Officers**

7.3 The Academy Trust must allow Department for Education officials to enter any of its Academies at any reasonable time. All records, files and reports relating to the running of each Academy must be available to them at any reasonable time. The Department for Education officials may attend and speak at any

meetings of each Academy's Local Governing Body or the Academy Trust's

## Information Sharing with Local Authorities – Statutory Responsibilities

7.5A The Academy Trust must provide:

- a) the name, address and date of birth of the pupil or student;
- b) the name and address of a parent of the pupil or student;

c) information in the institution's possession about the pupil or student

(except if the pupil or student concerned (in the case of a pupil or

student who has attained the age of 16) or a parent of the pupil or

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

address listed as follows (or to a different contact or address previously

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

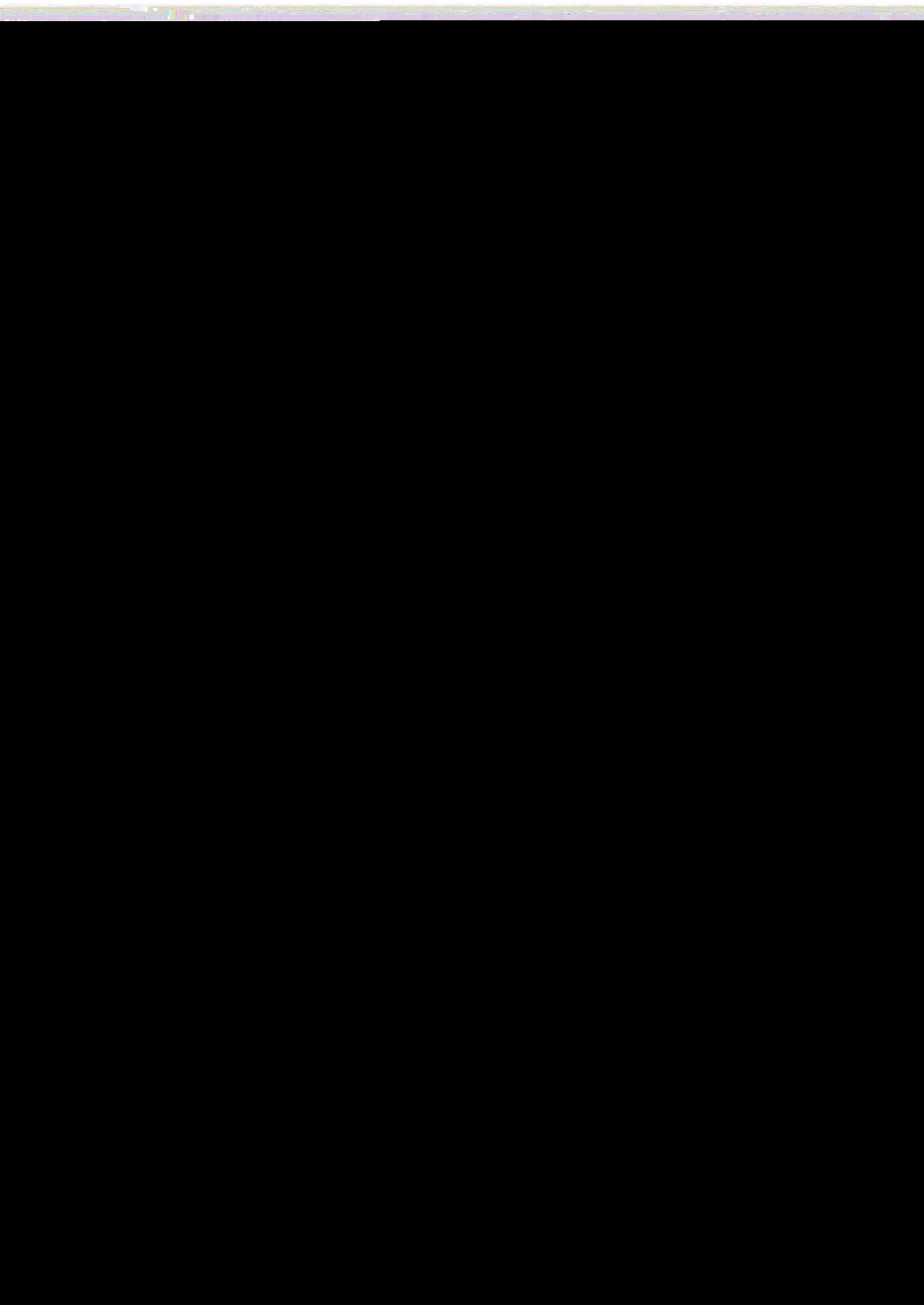
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

as its subject matter or formation (including non-contractual disputes or





Department  
for Education

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