Department for Education

**Academy and free school: master**

**funding agreement**

**Life Multi-Academy Trust**

**March 2018 v4**

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**SUMMARY SHEET**

**Information about the Academy Trust**:

**Name of Academy Trust**

**Address**

**Company Number**

**Contact details for the Chair of**

**Charity Trustees**

Life Multi-Academy Trust

Bosworth Academy, Leicester Lane,

Desford, Leicestershire, LE9 **9JL**

**07992438**

**Bosworth** Academy, Leicester **Lane**,

Desford, Leicestershire, LE9 **9JL**

**Please confirm whether additional** clauses **have been included (e.g., PFI**

**clauses which will be supplied by your project lead if needed)**

**Descriptor**

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**Clause**

**No.**

**Applied Not** used

**1.**

**INTRODUCTION**

**Introduction and definitions**

1.1 This Agreement is between the Secretary of State for Education (the

**"Secretary of State**"**)** and Life **Multi**-Academy Trust (the "**Academy Trust**”),

and is an academy agreement as defined by section 1 of the Academies Act

2010.

1.2

1.3

**1.4**

The Academy Trust is a company limited by guarantee incorporated in

England **and** Wales with company number 07992438. The Academy Trust is a

charity and its directors are the Charity Trustees of the Academy Trust.

In order for the Academy **Trust** to establish and run a number of Academies in

England, according to the provisions of the Academies Act 2010, and **in** order

for the **Secretary** of State to **make** payments to the Academy Trust, the

Academy Trust must **meet** the requirements in **this** Agreement **and** in each

**Supplemental Agreement** that has been entered into by the Academy **Trust**

and the Secretary of State in respect of each Academy.

In this Agreement, and (except as expressly provided otherwise) in each Supplemental Agreement, the capitalised words and expressions listed below

will have the following meanings**:-**

**Definitions of types of Academies:**

An **"Academy" is** a **school or** educational institution established and run **in**

accordance with the Academies Act 2010, and where this Agreement refers

collectively to "**Academies**" **run** by the Academy Trust, **this may** include any of the

following types **of** school or educational institution:

A **"Free School"** means an Academy which is a new educational institution within

the meaning **of** section 9(1)(a) of the Academies Act 2010;

A "**Mainstream Academy*"*** means an Academy or a Free School which meets the

requirements set out in section 1A(1) of the Academies Act 2010;

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

meets the requirements set out in section 1C(1) of the Academies Act 2010;

A **"Special Academy"** means an Academy or **a** Free School which meets the criteria

set out in section 1A(2) of the Academies Act 2010;

A **"Sponsored Academy" will** be (unless otherwise stated) **a** Mainstream Academy

which is established pursuant to an Academy Order under section 4 **of** the

Academies Act 2010, which will be designated as **a** Sponsored Academy within the Supplemental Agreement applicable to that Academy, and as such certain conditions

may apply **to it**;

**"Studio School**" means **a** type of Mainstream Academy, principally for pupils and

students aged between 14 and 19, which places an emphasis on such pupils and

students obtaining employability skills through project-**based** learning;

**"University Technical College"** means **a** type of Free School, principally for pupils

and students aged between 14 and 19, which provides technical **education** with the

emphasis on a particular industry **or** scientific sector;

A **"16-19 Academy*"*** means an Academy or a Free School which meets the

requirements set out in section 1B(1**) of** the Academies Act 2010.

**Other defined terms:**

"**16-19 Funding Guidance**" means the guidance published by the ESFA and

amended from time to time, on behalf **of** the Secretary of State.

**"Academies Financial Handbook"** means the document **with** that title published by

the ESFA and amended from time to time, on behalf **of** the Secretary of State.

**"Academy Financial Year"** means the year from 1 September to 31 August, or a

different period notified in writing by the Secretary of State.

**"Articles**" means the Academy Trust's articles **of** association.

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**"Business day*"*** means any day other than **a** Saturday, Sunday, Christmas Day,

Good Friday or any **day** which is **a** bank holiday with the meaning given to that

expression **in** the Banking and Financial Dealings Act 1971.

**"Charity Trustees**" means the directors of the Academy Trust who are responsible

for the general control and management **of** the administration of the Academy Trust.

**"Chief Inspector"** means Her Majesty's Chief Inspector of Education, **Children's**

Services and **Skills**.

**"Commissioner" means** LAs and/**or** schools referring **pupils to** an Alternative

Provision Academy for admission under the legal powers set out in the **relevant**

Supplemental Agreement.

**"Control"** means the power **of an organisation** or individual ('A') **to** ensure **that** the

affairs of another organisation are conducted in accordance **with** A's wishes, whether

through share **ownership** or voting **power**, by agreement, **because of powers**

conferred by articles of association **or any** other document, **or otherwise; and**

**"Controls**" **will** be construed accordingly.

**"DfE**" and the expression **"Department**" means the Department for **Education or** any

**successor** Department which has responsibility **for** schools**"**

**"ESFA"** means the Education and Skills Funding Agency.

**"Guidance"** means guidance issued by or on behalf of the Secretary **of State, as**

amended from time **to** time.

**"Independent School Standards**" means the independent school standards

prescribed under section 157 of the Education Act **2002**.

**"LA"** means a local authority.

**"Local Governing Body**" means the committee (if any) established by the Academy

Trust in relation to an Academy or Academies, within the Academy **Trust**, in

**accordance** with the **Articles**.

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**"Parents**" means parents1 or guardians.

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

where applicable.

**"Publicly Funded Assets"** means **(a)** assets or **property** funded wholly or **partly**

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

funded land as defined in paragraph **22**(3) of Schedule **1** to the Academies Act 2010.

**"Pupil Premium**" means an amount equivalent to the pupil **premium** as defined in

the School and **Early Years** Finance (England) Regulations 2013

**"Pupil Referral Unit**" means any school established in England and maintained by

an LA which is specially organised to provide education for children falling within

section 19(1**) of** the Education Act 1996.

Any reference to "**Secretary of State"** includes a reference to the ESFA acting on

the Secretary of State's behalf.

"**Secretary of State's consent"** means the Secretary of State's **specific**, prior written

consent, which will not be **unreasonably** withheld or delayed.

**"SEN**" means Special Educational Needs and the **expressions "special educational**

**needs**" and **"special educational provision**" have the meaning set out in sections

20(1) and 21(2) of the Children and Families Act 2014.

**"Start-up Period"** has the meaning as defined in the relevant Supplemental

Agreement.

**"Supplemental Agreement**" means an agreement supplemental to this Agreement

for any Academy which the Academy Trust agrees to establish and maintain and the Secretary of State agrees to fund, which is substantially in the form of the

supplemental funding agreement entered into by both parties at the time that this

Agreement is signed.

1 Parent has the meaning **set** out in section 576 of the Education Act 1996

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

Academy.

**"Termination Notice**" means **a** notice sent by the Secretary of State to the Academy

Trust, terminating this Agreement and each Supplemental Agreement on the date

specified **in** the notice.

1.5 The Interpretation Act 1978 applies to **this** Agreement as it applies to an Act of

1.6

1.7

1.8

1.9

Parliament.

A reference **in this** Agreement to any party or body **includes its successors**.

Any words following the terms 'include', 'including' or 'in particular' are by **way**

**of illustration**, **not** limitation.

A reference in this Agreement to land includes any buildings **or** structures on

the land.

A reference **in** this Agreement to pupils includes students at a 16-19

Academy.

**1.10** Where **any** legislation, legal requirement **or** published guidance **is** referred to,

unless otherwise stated, the following terms should be interpreted as **follows:**

a) "school" refers to the relevant Mainstream Academy, Alternative

Provision Academy, or Special Academy, and "educational institution"

refers, where the context **so** admits, to a 16-19 Academy;

b)

the "head teacher" may refer to the Academy's head teacher or

**principal**;

**c)**

references to the "governing body" or "responsible authorities" **will** be

taken to refer to the Academy Trust; and

d)

references to registered pupils **will** be treated as references to

registered pupils at the Academy.

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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.

1.12 If any questions arise about how this Agreement should be interpreted, the

answer **will** be decided by the Secretary of State, after discussion with the Academy Trust.

**General Obligations of the Academy Trust**

1.13 In order **for** the Academy Trust to establish and run independent schools

and/or educational institutions in England, according to the **terms of** the

Academies Act 2010, and in order **for** the Secretary of State to make

payments to the Academy Trust, the Academy Trust must meet the conditions

and requirements **set** out in this Agreement, and **in** each Supplemental

Agreement for an Academy for which payments are claimed. In particular, the

Academy Trust must ensure the Academies **it** runs meet the applicable

requirements as **follows**:

a)

**b**)

c)

d)

for **Mainstream Academies**, those specified in Section 1A of the

Academies Act 2010;

for **Alternative Provision Academies**, those specified in Section 1C of

the Academies Act 2010;

for **16-19 Academies**, those specified in Section 1B of the Academies

Act 2010;

for **Special Academies**, those specified in section 1A(2) of the

Academies Act 2010, and:

i.

the Academy **Trust** must ensure special educational provision is

made **at** each of the Special Academies **for** one **or more**

categories of SEN. These categories may include, but **are** not

limited to: Specific Learning Difficulties, Moderate Learning

Difficulties, Severe Learning Difficulties, Profound and Multiple Learning Difficulties, Behaviour Emotional Social and

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ii.

**iii**.

**iv**.

Development Needs, Speech Language and Communication

Needs, Autistic Spectrum Disorder, Visual Impairment, Hearing

Impairment, **Multi-**Sensory Impairment, Physical Disability;

the Academy Trust may not refuse to admit a child whose

statement of SEN names one of the Special Academies on the

sole basis that some, **or** all, of the child's SEN **do** not **feature** in

the categories referred to in clause 1.13(d)(i) of this agreement.

the Academy Trust must comply **with** all of the obligations

imposed upon special academies by **legislation,** and with the

obligations imposed upon the governing bodies **of** maintained

**special** schools in Chapter 1 of Part **4 of** the Education Act 1996.

the Academy Trust must ensure that each Special Academy's

website includes 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**; the facilities

provided to **assist** access to the Academy by disabled pupils; and

the **plan** prepared by the Academy Trust under paragraph 3 of

Schedule **10 to** the Equality Act 2010. Disabled pupils in this

**paragraph** mean pupils who are disabled for the **purposes of** the Equality Act 2010.

1.14 To the extent that it is compatible with the Academy Trust fulfilling its

charitable **purpose** of advancing education in the United Kingdom for the

**public** benefit, the Academy **Trust** must ensure that each of its Academies is

**at** the heart of its community, promoting community cohesion and sharing

**facilities** with other **schools** and/or other educational institutions and the wider

community.

1.15 The Academy Trust must conduct its Academies within the terms and

requirements of:

a)

the Articles**;**

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**b)**

any legislation or legal requirement that applies to academies, including

the Independent School Standards and legislation about meeting the

needs of pupils with SEN and disabilities;

**c)**

d)

the Academies Financial Handbook, **as** stated in **clauses** 4.6 to 4.8;

and

this Agreement, and any and all Supplemental Agreements.

1.16 The Academy Trust must, **as** soon **as is** reasonable, establish an appropriate

mechanism for the receipt and management of donations for the **purpose** of

its aims as specified in the Articles.

1.17 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

with a religious character under the Religious Character of Schools

**(**Designation Procedure) (Independent Schools) (England) Regulations 2003, it agrees to be bound by **the** prohibition against discrimination in section 85 of

the Equality Act 2010.

1.19 The Academy Trust **is** not required to **publish** information under this

Agreement, or any Supplemental Agreement, if to do so **would** breach its obligations under the Data Protection Act 1998.

1.20 The Academy Trust must ensure that its Academies meet the needs of

individual pupils**,** including pupils with SEN and disabilities.

**Governance**

1.21 The Academy Trust **will** be governed by a board comprising the Charity

Trustees of the Academy Trust (the **"Board of Charity Trustees**"**)**.

1.22 The Board of Charity Trustees must have regard to any Guidance on the

governance of academy **trusts**.

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1.23 The Academy Trust **must** ensure that it engages with the relevant Local

Governing Body (if any) **or** representatives of each Academy, and that

arrangements are in place for matters relating to the functioning of each

Academy to be brought to the attention of the Charity Trustees **of** the Academy Trust.

1.24 The Academy Trust must provide to the Secretary **of** State the names of all

new or replacement members of the Academy Trust, stating the date **of** their

appointment **and**, where applicable, the name of the member they replaced as

**soon** as is practicable and in any event within 14 days **of** their appointment.

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

it has **first** informed them, and they **have** agreed, that their names **will** be

shared with the Secretary of State to enable him to assess their suitability.

1.26 **If** the Academy Trust establishes and maintains **a** Free School, it must, in

addition to **its** obligations under **clauses 1.24** and 1.25:

**a**)

b)

**provide** to the Secretary **of** State the **names of** all new **or** replacement

Charity Trustees **of** the Academy Trust, stating whether they have been

appointed **or** elected, the date **of** their appointment or election and,

where applicable, the name **of** the Charity Trustees they replaced as

soon **as** is practicable and **in** any event **within** 14 **days of** their

appointment or election; and

not appoint or elect any new **or** replacement Charity Trustees until it

has **first** informed them, and they have agreed, that their names will be

shared **with** the Secretary of State to enable him to **assess** their

suitability.

1.27 The Academy **Trust** must not amend or remove the provisions in its Articles

relating to the appointment **or** election or the resignation or removal of Charity

**Trustees** or members ("the Governance Articles**")** without the Secretary **of**

**State's** consent.

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1.28 Before any change to the Governance Articles is proposed the Academy Trust

must give notice to the Secretary **of** State of:

a)

the proposed amendment or removal; and;

b)

the **reason for** it.

1.29 **If** the Secretary of State consents to the proposed changes, the Academy

**Trust** shall approve **any** changes to the Articles **as soon as** reasonably

practicable and provide the Secretary of State with **a** copy of the amended

Articles and the resolution**(s)** approving them.

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

Academy **Trust** and **for** the purpose **of** this paragraph **"**school" also means a

**16 to 19 Academy**.

**Teachers and staff**

**2.2**

2.3

**2.4**

**In** complying with the Independent School Standards, the Academy **Trust**

must require enhanced Disclosure and Barring Service (**"**DBS") **certificates** as

appropriate for members **of** staff, supply **staff**, members **of** the Academy

Trust, individual Charity Trustees and the chair of the Board of Charity

**Trustees**.

The Academy Trust must promptly submit to the Secretary of State, on

**request**, the information contained in any enhanced DBS certificate **that** it

receives.

The Academy Trust must designate a **staff** member at each Academy **as**

responsible for promoting the educational achievement of registered pupils at

the Academy who **are** being looked after by an LA, or are no longer looked

after by an LA because **of** an adoption, special guardianship **or** child

arrangements order, or because they have been adopted from 'state care'

outside England and Wales, and in doing **so** must comply with the law,

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regulations and guidance that apply to maintained schools. The Academy

Trust must ensure the designated person undertakes appropriate training and

has regard to any guidance issued by the Secretary of **State**.

2.5 Teachers' pay and conditions **of** service **at** the Academies **are** the

2.6

2.7

responsibility of the Academy Trust.

The Academy Trust must ensure that **all** teachers employed in each Academy

have **access** to the Teachers' Pension Scheme **and**, **in so** doing, must comply

with the requirements of the scheme and with Fair Deal for staff pensions

guidance published by HM Treasury.

The Academy Trust must ensure that all **affected** staff employed by the

academy trust other than teachers have access to the Local Government

Pension Scheme in line with that Scheme's main regulations being the Local

Government Pension Scheme Regulations 2013 and the Local Government

Pension Scheme (Transitional Provisions, Savings and Amendment)

Regulations 2014. Access to the Scheme must also be in accordance with HM Treasury's published guidance on New Fair Deal which sets out how

pensions **issues** are to be dealt **with** when **staff** are compulsorily transferred

from the public sector to independent providers. **These** requirements don't

apply **if** an individual chooses to opt **out of** the Scheme in **line** with the

relevant legal **provisions**.

2.8 Where **a** member of the teaching **staff** employed at an Academy applies for **a**

teaching post at another academy, **a** maintained school or a further education

institution, the Academy Trust must **at** the **request** of the board of governors

or academy **trust of** that other educational institution:

a)

**advise** in writing whether or not, in the **previous two** years, there has

been any formal capability considerations or proceedings for that

teacher at the Academy or the Predecessor School;

**b)**

give written details of the concerns which **gave** rise **to** any such

consideration of that teacher's capability, the duration of the

proceedings and their outcome.

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**School meals**

2.9

Subject to clause 2.12, the Academy Trust **must** provide school lunches and

free school lunches in accordance with the provisions of sections 512(3) and

512ZB(1) **of** the Education Act 1996 as **if** references **in** sections 512 and

512ZB to a local authority **were** to the Academy Trust and as if references to a

school maintained by a local authority were to any of its Academies.

2.10 The Academy **Trust** must comply with school food standards legislation **as if**

**its** Academies were **maintained schools.**

**2.11**

Where the Academy Trust provides milk to **pupils**, it **must** be provided free of

charge to pupils who would be eligible for free **milk** if **they** were **pupils** at a

maintained school.

2.12 **Clauses** 2.9 to **2.11** do not apply to 16-19 Academies. For 16-19 **Academies**,

the Academy Trust must comply with any Guidance in relation to free meals in

the further education sector, **as** far as it applies to those Academies.

**Pupil Premium**

2.13 For all of **its** Academies eligible for Pupil Premium, and for each Financial

Year, the Academy Trust **must** publish, on the Academy's **website**,

information about:

a)

the amount of Pupil Premium allocation that it **will** receive during the

Academy Financial Year;

b)

what it intends to spend the Pupil Premium allocation on;

**c)**

what it spent its Pupil Premium allocation on in the previous Academy

Financial Year;

d)

the impact of the previous year's Pupil Premium allocation **on**

educational attainment.

2.14 For all of its Academies eligible for Year 7 literacy and numeracy catch-up

premium funding, and for each Academy Financial Year, the Academy Trust

must publish, on the Academy's website, information about:

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a)

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

that it **will** receive during the Academy Financial Year;

**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

**on** in the **previous** Academy Financial Year;

d)

the impact **of** the previous year's Year 7 literacy and numeracy catch-

up premium grant on educational attainment, and how that effect **was**

**assessed**.

**Charging**

2.15 For all its Academies except 16 to 19 Academies, the Academy Trust must

comply with sections **402**, 450-457 and 459-462 of the Education Act 1996

with regard to public examinations, charging, providing information, inviting

voluntary contributions and recovering civil debts, **as if** its Academies were

**maintained schools**.

2.16 There must be no charge for admission to or attendance at any **of** the

Academies, and the Academies will only charge pupils where the law allows

maintained schools to charge.

2.17 Clause 2.16 does **not** prevent the Academy Trust receiving funds from an LA

or a charity in respect of the admission and attendance of **a** pupil **with** SEN to

an Academy.

2.18 Notwithstanding clause 2.16, the Academy Trust may charge people who are

not registered pupils at one **of** its Academies for education or use of **facilities**.

2.19 Where an Academy provides a pupil with board and lodging, the Academy

Trust **must** not charge the parent of that pupil more than the cost to the

Academy Trust **of** providing the board and lodging, except as required by the

Fees, Charges and Levies guidance in HM Treasury's publication 'Managing

Public Money'.

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**Exclusions**

2.20 In respect of **Mainstream Academies**, **and Special Academies which**

**admit pupils without statements of SEN**, the **Academy Trust** must, if asked

to by an 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

whom the LA has a similar agreement; **or**

**b)**

the Academy Trust permanently **excludes** a pupil from the Academy,

the arrangements for payment will be the **same** as **if** the Academy were a

maintained school, under Regulations made under section **47** of the Schools

**Standards and Framework** Act 1998.

**Curriculum**

**2.21**

The curriculum is the responsibility of the Academy Trust.

**2.22** The Academy Trust must ensure that **the** curriculum provided in each

Academy to pupils up to the age of 16 is balanced and broadly based. In respect **of Mainstream, Special Academies, UTCs and Studio Schools**, the

Academy Trust must ensure that the **curriculum** includes English,

mathematics, science and **(subject** to the **provisions** in clause 2.V **of** the

**Mainstream** academy and free school: supplemental funding agreement),

**(**subject to the provisions in clause 2.V of the UTC and Studio School supplemental funding agreement) and (subject to the provisions in clause

**2.HH-JJ** of the Special School: supplemental funding agreement) religious

education. In respect of **Alternative Provision Academies** the Academy

Trust **must** ensure that the curriculum includes English, mathematics and

**science**.

2.23 The Academy Trust must publish information in relation to the current

curriculum provision at each Academy on that Academy's website, including:

a)

the content of the curriculum;

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**b)**

its approach **to** the curriculum;

c)

d)

e)

if applicable, the GCSE options and other Key Stage 4 qualifications

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

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

Stage 1 if applicable; **and**

how parents (including parents of prospective pupils**)** and

Commissioners **(if** applicable) can obtain further information about that

Academy's curriculum.

2.24 The Academy Trust must not **allow** any view **or** theory to be taught as

evidence-based if **it is** contrary to established scientific or historical evidence and explanations. This **clause** applies to all subjects taught at an Academy.

**2.25** The Academy Trust must provide for the teaching of evolution **as** a

comprehensive, coherent and extensively evidenced theory. In respect of any **Alternative Provision Academies** and **16-19 Academies**, the Academy

Trust must do this where relevant **to** the curriculum.

2.26 The Academy Trust must ensure the Academy actively promotes the

fundamental British values of democracy, the rule of law, individual liberty,

and mutual respect and tolerance of those with different faiths and beliefs.

2.26A The Academy Trust must ensure the Academy promotes principles that

support equality of opportunity for all.

2.27 The Academy Trust must ensure that careers guidance is provided at each of

its Academies, in accordance with the requirements **on** maintained schools in

the Education Act 1997.

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**Assessment**

2.28 The Academy Trust must:

a)

**b)**

**c)**

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;

comply with the relevant Guidance, as it applies to maintained schools,

in respect of each **Mainstream Academy,** and each **Special**

**Academy** to ensure that pupils take part in assessments, and in

teacher assessments of pupils' **performance**; and must do **so for** each

**Alternative Provision Academy** unless there are exceptional **reasons**

**to** do otherwise;

**ensure that** students at each **16 to 19 Academy** take part in

assessments **of** students' performance appropriate to the qualifications

offered;

d)

report on assessments as the Secretary of State requires, or provide

any information on assessments, on the same **basis** that maintained

**schools** are required to **provide** the information;

e)

**for all** Key Stages, **allow monitoring and** moderation of the Academy's

assessment arrangements **as** required by the **Secretary** of State.

2.29 Unless specifically approved in writing by the Secretary of State, the Academy

**Trust** must not **use** General Annual Grant (GAG) to offer any **course of**

education **or** training which leads to a qualification**,** if that qualification **is** not

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**

**Academy**, for each **Alternative Provision Academy**, and where relevant for

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

for each **Studio School**:

a)

i.

if applicable, the Academy's most recent Key Stage 2 results as

published by the Secretary of State in the School Performance Tables:

b)

"% achieving Level 4 or above in reading, writing and maths";

ii.

**iii**.

iv.

"% making expected progress in reading", "% making expected

progress in **writing**", and "% making expected progress in maths**"**;

in relation to reading, "% achieving Level 5 or above"; and

in relation to writing, "% achieving Level 5 or above"; and

V.

in relation to maths, "% achieving Level 5 or above";

if applicable, the Academy's most recent Key Stage **4** results **as**

published by the Secretary **of State** under the following column

headings in the School Performance Tables:

i. "% achieving 5+ A\*-C GCSEs (or equivalent**)** including English

and maths GCSEs**"**;

ii.

"% achieving the English Baccalaureate"; and

iii.

"% of pupils making expected progress**"**;

**c**)

d)

information about where and how parents **(**including parents of

prospective pupils**)** can **access** the most recent report about the

Academy published by the Chief Inspector; and

information as to where and how parents (including parents **of**

prospective pupils**)** can access the School Performance Tables

published by the Secretary of State.

2.31

The Academy Trust must ensure that, in relation **to** any **16-19 Academies**,

any performance **information** requested by the Secretary of State **is** published

on the Academy's website.

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2.32 The Secretary of State **may** direct any Academy to participate **in** international

education **surveys**, under the Education Act 1996, **as** if it were a maintained

**3.**

school.

**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

**3.3**

**3.4**

**"Recurrent Expenditure**" means any money spent on the establishment,

conduct, administration and maintenance of an Academy which does not fall

**within** Capital Expenditure.

In respect of Recurrent Expenditure, the Secretary of State **will** pay **General**

**Annual Grant** (**"GAG”) and** may additionally pay **Earmarked Annual Grant**

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

Except with the Secretary of State's consent, the Academy Trust must not

make commitments to spending which **will** have substantial implications **for**

future grant. No decision by the Academy Trust **will commit** the Secretary of

State to paying any particular amount of grant.

**Capital Grant**

3.5 The Secretary of State may pay **a** grant ("**Capital Grant")** to the Academy

Trust for the purpose of spending on items of Capital Expenditure.

3.6 **"Capital Expenditure**" means expenditure on:

a) acquiring land and buildings;

**b**)

erecting, enlarging, improving or demolishing any building including

fixed plant, installation, wall, fence **or** other structure, or any playground

**or** hard standing;

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**c)**

d)

e)

installing electrical, mechanical or other services other than **necessary**

**repairs** and maintenance due **to normal** wear and tear;

buying vehicles;

installing and equipping premises with furnishings and equipment, other

than necessary repairs and maintenance due to normal wear and tear;

f) installing and equipping premises with computers, networking for

computers, operating software and ICT equipment, other than **necessary** updates or repairs and maintenance due to normal wear and

**tear;**

g)

h)

providing and equipping premises, including playing fields and other

facilities for **social** activities and physical recreation other than

necessary repairs and maintenance due to normal wear **and** tear;

**works of a** permanent **character** other than the **purchase or**

replacement of minor **day**-to-**day** items;

any major repairs **or** replacements which are specified as **capital**

expenditure **in** any grant letter relating to them;

j)

such other items (whether like or unlike any **of** the foregoing) of a

substantial or enduring nature which the Secretary of State agrees are

capital expenditure for the purposes of **this** Agreement;

**k)**

professional fees properly and reasonably incurred in connection **with**

the provision of any of the above;

1)

VAT and other taxes payable on any **of** the above.

3.7

3.8

Any Capital Grant funding that may be made available to the Academy Trust

will be notified to it by the Secretary **of** State.

The Academy **Trust** must spend Capital Grant only **on** items of Capital Expenditure approved by the Secretary of State and in accordance with

conditions specified by the Secretary **of** State. Further, the Academy Trust

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3.9

must provide evidence that it has obtained all planning and other consents

required for any proposed building and infrastructure development to be

**funded** using Capital Grant.

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

**provide** supporting **invoices** and certificates **in** the format specified by the Secretary of State.

3.10 The Academy Trust **must** provide an account **of** Capital Grant received and

associated spending on Capital Expenditure using Capital Grant in the

Academy Trust's financial statements and any financial reports or returns that

the Secretary **of** State may require.

3.11 **If** in its use of Capital Grant the Academy Trust does not comply with this

Agreement or any of the conditions specified by the Secretary of State, or the

project does not accord **with** the **original** specification or has not been

completed, the Secretary of State may **at** his discretion not **make** any further

payments **of** Capital Grant and require the Academy Trust to repay all or part

of the Capital Grant.

**General Annual Grant (GAG)**

3.12 The Secretary of State **will** pay GAG to the Academy Trust towards the normal

running costs or capital expenditure of each of its Academies, including:

**a**)

b)

**c)**

d)

teachers' salaries and related **costs** (including pension contributions,

full and part-time teaching staff **and** payments **in** respect of seconded

teachers**)**;

non-teaching **staff** salaries and related costs (including pension

contributions);

employees' expenses;

buying, maintaining, repairing and replacing teaching and learning

materials and other educational equipment, including books and

stationery;

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e)

buying, maintaining, repairing and replacing other assets including ICT

equipment and software, sports equipment and laboratory equipment

and materials;

f)

examination fees;

g)

repairs, servicing and maintenance of buildings (including **redecoration**,

heating, plumbing, lighting etc.); maintenance of grounds (including

boundary fences and walls**)**; insurance; cleaning materials and contract

cleaning; water and sewerage; fuel and light (including electricity **and**

gas**)**; rents; rates; purchase, maintenance**,** repairs and replacement of

furniture and fittings;

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 lunches to pupils who are eligible to receive

them), and any discretionary grants to pupils to meet the cost of pupil

support, including support for pupils with SEN or disabilities;

I) administration**;** and

m)

establishment expenses and other institutional **costs**.

3.13 GAG for each Academy Financial Year for each **Mainstream Academy** and

**Special Academy will** include:

**a)** funding equivalent to that which would be received by a maintained

school with similar characteristics, determined by the Secretary of State

and taking account of the number of pupils at the Academy;

b)

funding to cover necessary functions which would be carried out by the

relevant LA **if** the Academy were a maintained school;

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**c)**

d)

payment of any additional specific **grants** made available to maintained

schools, where the Academy meets the criteria **for** those grants, and at

the Secretary of State's discretion; **and**

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**,

managing 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**.

3.15 In particular (but without limitation) the Academy Trust must not use GAG for:

**a)**

education and training **for adults who** are not **pupils** of the Academy,

other than staff professional development and governance training **and**

development;

b)

nursery provision for which parents are charged **a** fee;

**c)**

nursery provision to children outside **of** the relevant Academy's age

range as stated in the applicable Supplemental Agreement;

d)

Children's Centres;

e)

any additional cost of providing sport and leisure facilities for a purpose

not permitted in clause **3.14.**

**Earmarked Annual Grant (EAG)**

3.16 The Secretary of State may pay EAG to the Academy Trust for specific

purposes, agreed between the Secretary of State and the Academy Trust, and

as described in the relevant funding letter. The Academy Trust must spend

EAG only **in** accordance with that letter.

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3.17 Where the Academy Trust is seeking **a** specific EAG for any Academy

Financial Year, it **must** send a letter outlining **its** proposals and the reasons for

the request to the DfE.

**Arrangements for paying GAG and EAG**

3.18 Before each Academy Financial Year, the Secretary of State will notify the

Academy **Trust of** the GAG and EAG amounts in respect of each Academy

which, subject to parliamentary approval, the Secretary of State plans for that

Academy Financial Year and how these have been calculated.

3.19 The amounts of GAG for an Academy Financial **Year will** be determined

annually by the Secretary of State, and notified to the Academy Trust in a

funding letter sent before the relevant Academy Financial Year **begins** (the **"Annual Letter of Funding**"**).**

3.20 Amounts of EAG will be notified to the Academy Trust wherever possible in

the Annual Letter of Funding or as soon as is practicable afterwards.

**3.21** The Annual Letter of Funding will, **as** well as stating the grant amounts, **set**

out how these **have** been calculated. **It** will not include grants which cannot be

calculated in time because there is not enough information, **or for** other

administrative reasons. Any such grants **will** be notified as **soon as**

practicable.

3.22 The Secretary of State will pay GAG in monthly instalments on **or** before first

day of each month ("the relevant month"), to fund the **salaries** and other

payroll costs of all monthly paid employees and all other **costs** payable during

the relevant month. The detailed arrangements for payment **will** be set out in the Annual Letter of Funding, or an equivalent.

3.23 If GAG or EAG **is** miscalculated:

a)

because of a mistake by the Secretary **of** State, which leads **to** an

underpayment to the Academy Trust, the Secretary of State **will** correct

the underpayment in the same or subsequent Academy Financial

Years;

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**b**)

**(၁**

because the Academy Trust provided incorrect information, which leads

to an underpayment to the Academy Trust, the Secretary of State may

correct the underpayment **in** the **same** or subsequent Academy

Financial Years;

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

subsequent Academy Financial Years, having considered all the relevant circumstances and taking into account any **representations**

from the Academy **Trust**.

**Other relevant funding**

**3.24**. The Academy Trust may receive additional funding from an LA under an

agreement **with** that LA **for** the provision of support for pupils with SEN who

require high levels of such support. The Academy Trust must ensure that all

support required under that agreement is provided for those pupils.

4.

**FINANCIAL AND ACCOUNTING REQUIREMENTS**

**General**

**4.1**

4.2

**4.3**

**4.4**

In order for the Secretary **of** State to provide grant **funding** to the Academy

Trust, the Academy Trust must be fulfilling the financial and reporting

requirements in this Agreement, and any Supplemental Agreements.

In its conduct and operation, the Academy Trust must apply financial and

other controls which meet the requirements of regularity, propriety and value

for money.

The Academy Trust must appoint an accounting officer **and** must notify the

Secretary of State of that appointment. The Academy **Trust** must assign to the

accounting officer the responsibilities of the role set out in the Academies

Financial Handbook and HM Treasury's publication 'Managing Public Money'.

The Academy Trust must abide by the requirements of, and have regard to

the guidance for, charities and charity **trustees** issued by the Charity

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**4.5**

Commission and, in particular, the Charity Commission's **guidance on**

'Protecting Charities **from** Harm'. Any references in this document which

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**.

The Academy Trust must abide by the requirements of the current 16 to 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 **pays** 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

Majesty's Revenue **and** Customs (HMRC). Any failure by the Academy Trust to submit **a** VAT reclaim application to HMRC, or to pursue the application

diligently, **or to** repay any reclaimed amount to the Secretary of State as soon

**as** reasonably practicable following receipt **will** be taken into account by the Secretary of State in:

a)

**b)**

calculating and paying any subsequent grant to the Academy Trust; or

adjusting GAG payable to the Academy Trust in subsequent Academy

Financial Years.

**Application of the Academies Financial Handbook**

4.6

4.7

In relation to the use of grant paid to the Academy Trust by the Secretary of

State, the Academy Trust must follow the requirements of, and **have** regard to

the guidance in, the Academies Financial Handbook.

The Academy **Trust** must have adequate insurance cover or opt in to the Department's arrangements as set out in the Academies Financial Handbook.

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4.8

The Academy Trust must submit information about its finances to the

Secretary of State in accordance with the Academies Financial Handbook, or

as otherwise specified by the Secretary of State.

**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

**c)**

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

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

from the Secretary of State in any Academy Financial Year**,** provided it

**does** not **affect the** Academy **Trust's** responsibility to ensure that its

Academies balance their respective overall budgets from each

Academy Financial Year to the next.

4.10 The Academy Trust may spend or accumulate funds from private **sources** or

public **sources** other than grants **from** the Secretary of State for the benefit of

the Academy **Trust as it sees fit**. Any surplus from private or public **sources**

other than grants from the Secretary **of** State must be separately identified **in**

the Academy Trust's accounts.

4.11 For clarity, and in accordance with the intent of parity **of** funding with LA

maintained schools, in circumstances where a Predecessor School had a

deficit balance and the DfE has **settled** this with the relevant LA, that **amount**

**will be** recovered from the Academy **Trust's** GAG over a period not normally

exceeding 3 years (unless the Secretary of State in his discretion decides

otherwise) after the Academy opened.

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4.12 The Academy Trust's budget must be approved for each Academy Financial

Year by the Board of Charity Trustees.

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.

**Carrying forward of funds**

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

forward unspent GAG from previous Academy Financial Years without limit

(unless **a** limit **is** specified **in** the Academies Financial Handbook, **or** otherwise

**as specified** in **writing** by the **Secretary of** State, in which case that **limit will**

apply).

4.15 The Academy Trust must **use** any GAG carried forward only for purposes of

GAG as set **out** in this agreement, or otherwise as specified in the Academies

Financial Handbook or **in** writing by the Secretary **of State**.

4.16 Any additional **grant provided** for an Academy's Start-Up Period may be

**carried forward**, without limitation **or** deduction, until the Start-Up Period ends.

4.17 Any unspent grant not allowed to be carried forward under clauses 4.14-4.16

**and** 3.L **of** the relevant Supplemental Agreement may be taken into account in

the payment **of** subsequent grant.

**Annual accounts and audit**

4.18 The Academy Trust must prepare and file with Companies House the annual

reports and accounts required by the Companies Act 2006.

4.19 In addition, the Academy Trust must prepare **its** annual reports and accounts

**for** each Academy Financial Year:

a)

in accordance with the Charity Commission's 'Accounting and

Reporting by Charities: Statement of Recommended Practice', **as if** the

Academy Trust was a registered charity; and

b)

**otherwise** as the Secretary **of** State directs.

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4.20 The Academy Trust's accounts must be audited annually by independent

auditors appointed in line with the Academies Financial Handbook.

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

auditors, the accounts **show a** true and fair view of the Academy Trust's

affairs. The accounts must also be supported by such other **audit** reports,

relating to the use of grants and other matters, **as** the Secretary of State

**directs**.

**4.22** The Academy Trust's annual report must include the **names** of all members of

the Academy Trust who served during the year.

**4.23** The Academy Trust's annual reports and accounts, and the auditor's reports,

must be submitted **to** the Secretary of State by 31 December each Academy

Financial Year, or **as** otherwise specified by the Secretary of State. The

Academy Trust must publish **on its** website its annual reports and **accounts**,

current memorandum of **association**, Articles and Funding Agreement and the

names of its Charity Trustees and members. The Secretary of State may **also**

publish the Academy Trust's annual reports and accounts, and the audit

report, **as** he sees fit.

**Keeping financial records**

4.24 The Academy Trust must keep proper accounting records. Statements of

income and expenditure, statements of cash **flow** and balance sheets **must** be

produced in **such** form and frequency as the Secretary **of State directs**.

**Access to financial records**

4.25 The books **of** accounts and all relevant records, files and reports of the

Academy Trust, including those relating to financial controls, must be open at

all reasonable times to officials of the DfE and the National Audit **Office,** and

to their agents and contractors, for inspection or carrying out **value** for money

studies. The Academy Trust **must** give those officials and contractors

reasonable assistance **with** their enquiries. For the purposes of **this clause**

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'relevant' **means** in any **way** relevant to **the provision** and use of **grants**

provided by the Secretary of **State** under this Agreement.

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**

State, and to make recommendations for improving the Academy Trust's

financial management.

**Acquiring and disposing of Publicly Funded Assets**

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

Secretary of State's consent:

**a)** acquire or dispose of freehold land; or

b)

take up **or grant** a leasehold of **land**; **or**

c)

dispose of

any other **class** of capital **assets**.

except **as** expressly permitted in the Academies Financial Handbook**,** and

subject to Part **3** of Schedule 1 to the Academies Act 2010.

4.28 The Academy Trust must give the Secretary of **State** 30 days' notice **of its**

intention to take any of the actions in clause **4.27 (a**) – (c**)** regardless of

whether the Secretary of State's consent **is** required.

**Retention of proceeds from the disposal of capital** assets

4.29 Except as permitted in the Academies Financial Handbook, if the Academy

**Trust sells** capital assets which were acquired or enhanced wholly **or** partly

using payments made by or **on** behalf **of** HM Government the Academy **Trust**

must pay to the Secretary of State, **at** his request, an amount of the sale

proceeds equivalent to the proportion of the original cost of the acquisition or

enhancement which **was** met by **or** on behalf **of** HM Government.

4.30 If the Academy Trust sells **a** capital asset which was transferred to it for no or

nominal consideration from an LA, a Predecessor School or a Predecessor

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School's foundation, the Academy Trust must, **if** required by the Secretary **of**

State, pay all or part of the sale proceeds to the LA **or** to the Secretary of

**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:

a)

give any guarantees, indemnities **or** letters of comfort, except such as

are given in normal contractual relations;

b)

write off any debts or liabilities owed to it; or

**c)**

offer to make any special payments **as** defined in HM Treasury's

publication 'Managing Public Money' (including ex gratia payments,

staff severance payments and compensation **payments)**

if the value **of** those transactions **would** be above any threshold specified in

the Academies Financial Handbook.

4.32 The Academy Trust must give the Secretary of State 30 days' notice (or **such**

shorter period **as** the Secretary of State may agree) of its intention to take any

of the actions in clause 4.31 (a**) -** (c) regardless of whether the Secretary of

State's consent **is** required.

4.33 The Academy Trust must promptly notify the Secretary **of** State of any loss

arising from suspected theft or fraud in line with the requirements in the

Academies Financial Handbook, or otherwise **specified** by the Secretary of

**State**.

**Borrowing**

**4.34** Except as permitted in the Academies Financial Handbook, the Academy

Trust must not **borrow** against Publicly Funded Assets, **or so** as to put Publicly

Funded Assets at risk, **without** the Secretary of State's consent.

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5.

5.1

**5.2**

**COMPLAINTS**

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:

a)

**b)**

**c)**

must abide by the **provisions** of Part III **as if** the Academy were a

maintained school/Pupil Referral Unit;

agrees that the Secretary **of** State **will have** the **power** to investigate the

subject **of** the complaint as if it had taken place after the Academy

opened; and

must act in accordance with **any** recommendation from the Secretary of

**State as** if that recommendation had **been** made under Part **III** and the

Academy were a maintained school/Pupil Referral Unit.

With regards to **a Mainstream Academy**, **a Special Academy** or **a 16-19**

**Academy**, **if** the Secretary of State could have given an order **or** a direction

under section 496 or 497 of the Education Act 1996 to the governing body of

the Predecessor School and that order **or** direction **related** to matters

**occurring** within the 12 months immediately before the Academy opened, the Academy Trust:

**a)** agrees that the Secretary of State may give orders or directions to the

Academy Trust as though the Academy were **a** maintained school and

**sections** 496 and 497 applied to the governing body of that **maintained**

school; and

b)

**must** act in accordance with any such order or direction from the

Secretary of State.

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5.3

5.4

**6.**

6.1

**If** at the time of the opening of any **Mainstream Academy**, **Special**

**Academy, Alternative Provision Academy or 16-19 Academy** the

investigation of a complaint made to the governing body **of** the Predecessor

School/Pupil Referral Unit has not yet been completed, the Academy Trust

must continue to investigate that complaint in accordance with the complaints

**procedures** established by **that** governing body.

**If** a complaint is made to the Academy Trust about matters arising in whole or

in part during the 12 months prior to the opening of any **Mainstream Academy**, any **Special Academy** any **Alternative Provision Academy or**

any **16-19 Academy** the Academy Trust agrees to investigate **that** complaint

as if the matter complained of had taken place after the Academy opened.

**TERMINATION**

This Agreement **will** commence on the date of delivery and continue until

terminated in accordance with **clauses** 6.2-6.7, **or** until all Supplemental

Agreements have terminated.

**Termination by either party**

6.2 The Secretary of State may serve a Termination Notice if any of the following

events **occur**, or if he considers **that** there **is a serious risk** that any **of** them

may **occur:**

a)

the Academy Trust calls **a** formal or informal meeting of its creditors **or**

enters into any formal or informal composition or arrangement with its

**creditors; or**

**b)**

the Academy Trust proposes a voluntary arrangement within Section 1

**of** the Insolvency Act 1986 (as amended); **or**

**c)**

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the Academy Trust 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 will have

effect **as if** £10,000 was substituted for £750. The Academy Trust **will**

not be deemed unable to pay its debts for the purposes **of this** clause if

6.3

6.4

d)

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

contested in good faith by the Academy Trust; **or**

the Academy Trust has **a** receiver and manager (except those

appointed by the Charity Commission under the Charities Act 2011**)**,

administrator or administrative receiver appointed over all or part of its

undertakings, assets or income; or

e)

any distraint, execution or other process is levied or enforced on any

the Academy Trust's property and is not paid out, withdrawn or

discharged within 15 business days**; or**

**of**

**f)**

the Academy Trust has passed a resolution for its **winding** up; **or**

g)

an order is made for the winding up or administration of the Academy

Trust.

The Academy Trust must promptly notify the Secretary of State, **with an**

explanation of the circumstances, **after** receiving any petition which may result

in an order for its winding up **or** administration.

If

a)

b)

any Charity Trustee or member of the Academy Trust refuses to

consent **to** any checks required under this Agreement, **or as** otherwise

requested by the Secretary of State; or

the Secretary of State determines that any Charity **Trustee** or member

**of** the Academy Trust is unsuitable,

the Secretary of State **may:**

i.

direct the Academy **Trust** to **ensure** that the Charity Trustee **or**

member resigns **or is** removed within 42 days, failing which the Secretary of State may serve a Termination Notice; **or**

ii. serve a Termination Notice.

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6.5

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

Trust will be "unsuitable**" if** that Charity Trustee or member:

a)

has been **convicted of** an offence;

b)

has been given **a** caution in respect **of an** offence;

**c)**

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

d)

has engaged in relevant conduct,

as **a** result of which, the Secretary of State considers that that Charity Trustee

**or** member is unsuitable to take part in the management **of** the Academies.

For the purposes of clause 6.5:

6.6

a)

b)

a Charity Trustee or member of the Academy Trust **will** be subject to a

"relevant finding" in respect of an offence if:

i. that Charity Trustee or member has been found not guilty of the

offence by reason of insanity;

ii.

**iii**.

that Charity Trustee or member has been found to be under a

**disability** and to have done the act charged **against** them in

**respect** of the offence**; or**

**a court** outside the United Kingdom has made a finding equivalent

to that described in paragraphs (**i)** and **(ii) above**.

"relevant conduct" is conduct by a Charity Trustee or member of the Academy Trust which is:

i.

ii.

aimed at undermining the fundamental British values of

democracy, the rule of law, individual liberty and mutual respect

and tolerance of those with different faiths and beliefs; **or**

found to be in breach of professional standards by a professional

body; **or**

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**so** inappropriate that, in the opinion of the Secretary of State, it

makes that Charity Trustee **or** member unsuitable to take part in

**the** management of the Academy.

**Change of Control of the Academy Trust**

6.7 The Secretary of State **may at** any time, subject to clause 6.8, serve a

Termination Notice if there is a change**:**

a)

in the Control of the Academy **Trust**; **or**

6.8

6.9

b)

in the Control of **a** legal entity that Controls the Academy **Trust**.

Where a person ('P') **is a** member **or** director of **a** body corporate **(as a**

corporation sole **or** otherwise) by virtue of **an office**, no change of Control

**arises merely** by P's **successor** becoming a member **or director** in P's **place**.

The Academy **Trust must** promptly **notify the Secretary** of State if there is a

proposed or actual change **of** Control of the Academy **Trust**, or of a legal

entity that Controls the Academy Trust.

6.10 When notifying the Secretary of **State** further to **clause** 6.9, the Academy

**Trust** must seek **his** agreement that, if he is satisfied with the change of

Control, he **will** not **exercise** his right to terminate this Agreement **further** to

**clause** 6.7*.*

7.

**OTHER CONTRACTUAL ARRANGEMENTS**

**Information**

7.1 The Academy Trust must promptly provide to the Secretary of State any

information about the Academy **Trust**, or **any** of its Academies, which he

**regards** as necessary to fulfil his role and responsibilities.

7.2

The Secretary of State will give the Academy Trust any information it

reasonably requires of him **for** the running of its Academies.

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

7.3

**7.4**

7.5

The Academy Trust must allow DfE 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. Two DfE

officials may attend and speak at any meetings of each Academy's Local

Governing Body, **of** the Academy Trust's Board of Charity **Trustees or any** other meetings of the Charity Trustees of the Academy Trust, but **will**

withdraw from any discussion of an Academy's **or** the Academy Trust's

relationship with the Secretary of State or any **discussion** of bids for funding to

the Secretary of State.

The following documents must be provided to the Secretary of State or **any**

**person** nominated by the Secretary of State on request:

a)

the agenda for every meeting of **the** Board of Charity Trustees, **any**

Local Governing Body or any committee to which the Board of Charity

Trustees delegates any of its functions;

b) the draft minutes of every such meeting, if they have been approved by

the chairman of that meeting;

**(၁**

d)

the signed minutes of every such meeting; and

any report, document or other paper considered at any such meeting.

The Academy Trust may exclude from items provided under clause 7.4 any

content relating to:

a)

a named teacher or other person employed, **or** proposed to be

employed, at any Academy;

b)

**c)**

a named pupil or student at, or candidate for admission to, any Academy; and

any matter which the Academy Trust reasonably believes should

remain confidential.

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**Notices**

7.6

A notice or communication given to a party in connection with this Agreement

**or any** Supplemental Agreement:

a)

must be in writing **(**excluding email, except where agreed in advance)

and in English;

**b)**

must be delivered by hand or sent by pre-paid first-class post or other

c)

d)

next **working** day delivery service;

**will** be deemed **to have been** received:

i.

ii.

**if** delivered by hand, at the time when a delivery receipt is signed **or** when the notice is left **at** the address in paragraph (d), **or**

if posted, at 9.00am on the second working day after posting; and

**must** be sent **to** the party for the attention of the contact and **at** the

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

notified to the sending party, the change taking effect five working days

after deemed receipt of the notice):

**Name of party**

**Position of**

**Address**

**contact**

Secretary of State

Head of Academies

Division

Department *for*

Education,

Life Multi-Academy

Trust

Chair **of** Trustees

4724102-1

Sanctuary

Buildings, Great

Smith Street,

London, SW1P 3BT

**Bosworth**

Academy, Leicester

Lane, Desford,

Leicestershire, LE9

9JL

**Contractual**

7.7

7.8

7.9

**This** Academy **Trust** cannot assign this Agreement.

Failure to exercise, or delay in exercising, any right **or** remedy **of** the

Secretary of State under **this** Agreement **(**including the right to terminate this

Agreement), or a single or partial exercise of such **a** right **or** remedy**,** is not a

waiver of, and does not prevent or restrict any initial or further exercise of, that

or any other right or remedy.

Termination of this Agreement will not affect the accrued rights, remedies,

obligations **or** liabilities **of** the parties to this Agreement existing at termination.

7.10 This Agreement **may** be executed in **any** number of counterparts, each of

which when executed and **delivered will** constitute a duplicate original, but all

**of** which **will** together constitute the same agreement.

7.11

This Agreement and any dispute or claim arising out of or in connection with it

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

claims**) will** be governed by and construed in accordance with the law **of**

**England** and Wales, and **submitted** to the exclusive jurisdiction of the **courts of** England and Wales.

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This Agreement was executed as a Deed on

Executed on behalf of the **Academy Trust** by:

**Director**

**and**

**or**

**or**

The Corporate Seal of

**THE SECRETARY OF STATE FOR EDUCATION**

affixed to this deed is authenticated by:

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**Director**

**Company Secretary**

**Witness**

Name:

Address**:**

**Duly Authorised**

Department for Education

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**Schedule 6**

**Amended Bosworth Academy SFA**

Department for Education

**Mainstream academy and free school:**

**supplemental**

**funding agreement Bosworth Academy**

**March 2018 v6**

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**SUMMARY SHEET**

**Information about the Academy:**

**Name of Academy Trust**

**Company number**

Life Multi-Academy Trust

07992438

**Date of Master Funding**

**Agreement**

**Name of academy**

**Opening date**

**Type of academy (indicate**

**whether academy or free school)**

**Religious designation**

**Wholly or partly selective**

**Name of predecessor school (where applicable**)

Bosworth Academy

1 April 2012

Academy

N//A

N/A

Bosworth Community and Sports College

**Capacity number**

1627

**Age range**

**11-19**

**Number of sixth form places**

350

**Number of boarding places**

N/A

**SEN unit */* Resource provision**

N/A

**Land arrangements**

Version 1

**(Version 1-8 or other)**

**Address and title number of Land**

**LT444081**

Bosworth Academy, Leicester Lane,

Desford, Leicestershire, LE9 9JL

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**Please confirm which clause** variations **have** been **applied or marked as** '**Not**

used**'**

**Clause No. Descriptor**

1.I

Only applies to free schools and new **provision** academies

**Applied**

**Not used**

X

2.A.1

Clause applies where an academy was previously a VC or foundation school designated with a religious character

**X**

2.C, 2.D

Only applies where the academy has **an** SEN unit

X

2.E

Only applies where there **was** a predecessor independent school

X

2.G

Clause does not apply **to** free schools

X

**(unless there was a** predecessor independent school), **or** new **provision** academies

**2.M**

**Clause** applies only to academies and free schools designated **with a** religious

X

**character**

2.N

Clause applies **only** to academies that were formerly wholly **selective** grammar schools

X

2.0

Clause applies only to academies **that** were formerly partially selective grammar schools

X

2.T

Clause applies to free schools and new

X

provision academies designated **with** a

religious character

**2.W**

Clause only applies where the academy is

**X**

designated with a religious character

**2.X**

Clause only applies where the academy has X not been designated with **a religious**

**character**

2.Y

Clause applies where an academy **was** previously a VC school or foundation school designated with a religious character

X

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**Applied**

**Not used**

X

**Clause No. Descriptor**

2.Yc)

3.A **-** 3.F

Sub-**clause** applies if the academy is designated with a denominational religious character **-** CE etc. **rather** than 'Christian'

Option 1 applies to converter and sponsored **X** academies: if used delete option 2

3.A **-** 3.F

Option 2 applies to free schools and new provision academies**: if** used delete option 1

**X**

3.H

Clause relating to **Start**-**up** only applies in some cases (**does** not apply to academy converters)

X

3.J

**Clause** only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans

**X**

3.K

Clause does not apply to free schools (unless there was a **predecessor** independent school), **or** new provision **academies**

X

5.G.1

Clause applies only to a boarding academy/free school.

X

5.1

Clause only applies to sponsored academies

X

5.K

Clause applies to free schools **and** may be applied to new provision academies

**X**

5.L

Clause applies to free schools and may be applied to new provision academies

X

5.M

**Clause** applies to free schools and may be applied to new **provision** academies

X

5.N

Clause applies to free schools and may be applied to new provision academies

**X**

5.0

Clause applies to free schools and may be applied to new provision academies

**X**

6.H

Clause **only** applies to schools which are designated **with a** Church of England or Roman Catholic character

X

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**Please identify any** other **variations from** the **model that apply to this academy**

**(e.g. clauses relating to PFI, or any required because the multi academy trust**

**includes academies designated with different religious characters, or a**

**mixture of those designated with a religious character**, **and those which are**

**not):**

**Additional clauses will be supplied by your project** lead **if needed**.

**Descriptor**

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**Clause**

**No.**

**Applied**

**Not used**

**1.**

1.A

**ESTABLISHING THE ACADEMY**

This Agreement made between the Secretary of State for Education and Life

Multi-Academy Trust is supplemental to the master funding agreement made

between the same parties and dated

(the "**Master Agreement"**).

**Definitions and interpretation**

1.B

Except as expressly provided in this Agreement words and expressions

defined in the Master Agreement **will have** those same meanings in this

Agreement.

1.C The following capitalised **words** and expressions **will** have the following

meanings:

"The **Academy"** means Bosworth Academy.

**"Coasting"** has the meaning given by regulations under subsection (3) **of** section

60B of the Education and Inspections Act 2006 in relation **to a** school to which that

section applies.

**"SEN"** means Special Educational Needs and the expressions "**special educational**

**needs**" and "**special educational provision"** have the meaning set out in sections

20(1) and 21(2) of the Children and Families Act 2014.

**"Termination Notice**" means **a** notice sent by the Secretary of State **to** the

Academy **Trust**, terminating this Agreement on the date specified in the notice.

**"Termination Warning Notice**" means **a** notice sent by the Secretary **of** State to the

Academy **Trust**, stating his intention to terminate this Agreement.

1.D The Interpretation Act 1978 applies to this Agreement as it applies to an Act of

1.E

Parliament.

Reference in this Agreement to clauses and annexes **will**, unless otherwise

**stated**, be to **clauses** and annexes to this Agreement.

**The Academy**

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1.F

1.G

1.H

The Academy is **a** Mainstream Academy as defined in clause **1.4 of** the Master Agreement.

The Academy **Trust will** establish and maintain the Academy in accordance

with the Master Agreement and this Agreement.

The Academy Trust opened the Academy on 1 April 2012.

1.1

Not **used**

**2. RUNNING OF THE ACADEMY**

**Teachers and staff**

2.A Subject to clause 2.A.2 and 7.A of this Agreement **and** section 67 of the

**Children** and Families Act 2014, the Academy Trust may, in accordance with

any relevant Guidance, employ anyone it believes is suitably **qualified** or is

otherwise eligible to plan **and** prepare lessons and courses for pupils, teach

pupils, and assess and report on pupils' development, progress and

attainment.

2.A.1 Not **used**

2.A.2 The Academy Trust must designate **a staff** member **at** the Academy **as**

responsible for promoting the educational achievement **of** registered pupils at

the Academy who are being looked after by an LA, or are no longer looked

after by an LA because of an adoption, special guardianship or child

arrangements order, **or** because they have been adopted from 'state care'

outside England **and** Wales, and in doing **so** must comply with the law,

regulations and guidance that apply to maintained schools. The Academy

Trust must ensure the designated person undertakes appropriate training and

has regard to **any** guidance issued by the Secretary of State.

**Pupils**

2.B

The planned capacity of the Academy **is** 1627 in the age range 11 – 19 years,

including **a sixth** form of 350 places. The Academy will be an all ability

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inclusive school.

**SEN unit**

2.C Not **used**

2.D

Not **used**

**Charging**

2.E

**Not** used

**Admissions**

2.F

2.G

2.H

Subject to clauses 2.K-2.L the Academy Trust **will** act in accordance with,

and will ensure that its Independent Appeal Panel is trained to act in

accordance with, the School Admissions Code and School Admission Appeals Code published **by** the DfE (the "Codes**")** and all relevant admissions **law** as they apply to foundation and voluntary aided schools, and with equalities law. Reference in the Codes or legislation to "admission authorities"

**will** be deemed to be references to the Academy Trust.

Pupils on roll in a Predecessor School which **was a** maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at that Predecessor School must be admitted

to the Academy.

The Academy Trust **must** participate in the local Fair Access Protocol. The Academy Trust must participate in the coordinated admission arrangements

operated by the LA in whose area the Academy **is** situated. If the Academy is **a** free school, the Academy Trust is not required to participate in coordination

for its **first** intake of pupils.

2.1

Not **used**

2.J

Not **used**

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2.K Not **used**

2.L

The Secretary of State may:

a)

**b)**

direct the Academy Trust to admit a named pupil to the Academy:

i.

ii.

**following** an application **from** an LA including complying with a

**school** attendance **order as defined** in **section** 437 of the

Education Act 1996. Before doing so the Secretary **of State will**

consult the Academy Trust; **or**

where in relation to a **specific** child or children the Academy Trust

has failed to act in accordance **with** the Codes or this Agreement

or has otherwise acted unlawfully; or

direct the Academy Trust to amend its admission arrangements where

they do **not** comply with the Codes **or** this Agreement, **or** are otherwise

unlawful.

2.M

**Not used**

2.N

Not **used**

2.0

Not **used**

2.P

The Academy Trust **must make** arrangements to ensure an independent

appeals panel is established **for** the Academy and its clerk and members **are**

trained **to act** in accordance **with** the Codes. The Academy Trust must ensure

that parents and 'relevant children' (as **described** in the Codes**)** are informed

of their right to appeal to an Independent Appeal Panel **if** they are dissatisfied

**with** an admission decision of the Academy Trust. The arrangements for

appeals must comply with the Codes as they apply to foundation and

voluntary aided schools. The determination of the appeal panel is binding on

all parties.

2.Q Subject to clause 2.R, **the** meaning of **"**relevant area" for the purposes of

consultation requirements **in** relation to admission arrangements **is** that

determined by the relevant LA for maintained schools in the area in

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2.R

accordance with the Education (Relevant **Areas for Consultation** on

Admission Arrangements**)** Regulations 1999.

**If** the Academy does not consider the relevant area determined by the LA **for**

the maintained schools in the area to be appropriate, it must apply to the

Secretary **of** State by 1 August before the academic **year** in **question 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 Academy

Trust and the LA in whose area the Academy **is** situated in reaching a

decision.

2.S The Office **of the** Schools Adjudicator ("OSA"**)** will consider objections to the

Academy's admission arrangements **(**except objections against any agreed

derogations from the provisions **of the** Codes specified in this funding

agreement**,** over which it **has** no jurisdiction). The Academy Trust must

therefore make it **clear**, when determining the Academy's **admission** arrangements, that objections should be submitted to the OSA. The OSA's

determination of an objection is binding **on** the Academy and the Academy

**Trust** must make appropriate changes **to its** admission arrangements to give

effect to the Adjudicator's decision within two months **of** the decision (or by 28 February following the decision, whichever is sooner), unless an alternative timescale is specified by the Adjudicator.

2.T

**Not used**

**Curriculum**

2.U

2.V

The Academy Trust must provide for the teaching of religious education and a

daily **act** of collective **worship** at the Academy.

The Academy Trust must comply with section 71(1)-(6) and (8) of the School

Standards and Framework Act 1998 **as** if the Academy **were a** community,

foundation or voluntary school, and as **if** references to "religious education**"**

and "religious worship" in that section **were** references to the religious

education and religious worship provided by the Academy in accordance with

**clause 2.X.**

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2.W

Not used

2.X Subject to clause 2.V, where **the academy has not been designated with a**

2.Y

2.Z

**religious character (in accordance** with section 124B of the School

Standards and Framework Act 1998 or further to section 6(8) of the

Academies Act 2010):

a)

b)

**provision** must 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;

the Academy must comply with 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 paragraph 4 of that Schedule does 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.

**Not used**

The Academy Trust **must** have regard to any Guidance, further **to** section 403

**of** the Education Act 1996, **on sex** and relationship education to ensure that

children at the Academy **are** protected from inappropriate teaching **materials**

and that they learn the nature of marriage and its importance for family life

and for bringing up children. The Academy **Trust** must also have regard to the

requirements **in** section 405 of the Education Act 1996, as if the Academy

were a maintained school.

2.AA The Academy Trust must prevent political indoctrination, and secure the

balanced treatment of political issues, in line with the requirements for

maintained schools set out in the Education Act 1996, and have regard to any

Guidance.

3.

**GRANT FUNDING**

**4724834-4**

**Calculation of GAG**

3A**-**3D. Not **used**.

3.E

3.F

The Secretary of State will calculate GAG based on the pupil count at the Academy. In order to calculate GAG for the Academy Financial Year in which **the** Academy opens, the pupil count **will** be determined on the same basis as

that used by the relevant LA for determining the budget of the maintained

**Predecessor** School.

**For** Academy Financial Years after that referred to in clause 3.E, the basis for

the pupil count for determining GAG will be:

a) For **the** three academic years **of** 2017/2018, 2018/2019 and 2019/2020,

GAG for the **Academy** is to be calculated on the Autumn census for each

academic year.

b) For any Academy Financial Year in which GAG for the Academy is

calculated in accordance with 3.F **a**), GAG will initially be calculated on the

Schools Census overlapping with the Academy **Financial** Year in question. An

adjustment **will** be made to the Academy Funding Year's formula element of GAG for the Academy to recognise any variation of pupil numbers on roll from

the census overlapping with the **previous** financial year.

c) For all years subsequent to 2019/20 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

d) For all years subsequent to 2019/20 for pupils in Year 12 and above, the

formula which is in use at the time for maintained schools.

3.G 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

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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

payable in such circumstances, the Academy Trust **will** bid for this additional

grant based on need and providing appropriate supporting evidence. The

**Secretary** of State may accept **or** refuse the bid at his discretion.

3.H Not used

3.1

The Secretary of State recognises that **if a** Termination Notice or a

Termination Warning Notice is served, or the Master Agreement is otherwise

terminated, the intake of new pupils during the **notice** period **may** decline and therefore payments based on the number of pupils attending the Academy

may be **insufficient** to meet the Academy's needs. In these circumstances the

Secretary of State may pay **a** larger GAG in the notice period, to enable the

**Academy** to operate effectively.

**Other relevant funding**

3.J

Not **used**

3.K The Secretary of State **may** pay the Academy Trust's costs in connection with

the transfer of employees **from** a **Predecessor** School under the Transfer of

Undertakings (Protection of Employment) Regulations 2006. Such payment

**will** be agreed on **a** case**-by-case** basis. The Academy Trust must not budget

**for** such a payment unless the Secretary of State confirms in writing that it **will** be paid.

**Carrying forward of funds**

3.L

Any additional **grant** made **in** accordance with clause 3.1, for **a** period after the

Secretary of State has served a Termination Notice or **a** Termination Warning

Notice under **this** Agreement, or otherwise terminates the Master Agreement,

may be carried forward without limitation or deduction until the circumstances

set out in clause 3.1 cease to apply or the Academy closes.

**4**.

**LAND**

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***Version* 1*: existing freehold site***

**"Land**" means the freehold land at Bosworth Academy, Leicester Lane, Desford,

Leicestershire, LE9 9JL, being the land registered **with** title number LT444081, which

**is** to be the permanent site **of** the Academy.

**"Property Notice**" means **any** order, notice, proposal, demand or other requirement

issued by any competent authority which materially affects the Academy Trust's

ability to **use** the **Land** for the purposes of the Academy.

**Restrictions on Land transfer**

4.A

The Academy Trust **must**:

a)

**b**)

**c**)

d)

**e)**

within 28 days of the signing **of this** Agreement in circumstances where

the Land **is** 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, apply to the Land Registry using Form RX1 for the

following restriction (the "Restriction") to be entered in the

proprietorship register for the Land:

*No disposition of the registered estate by the proprietor of the*

*registered estate is to be registered without* a *written consent signed by*

*the Secretary of State for Education, of Sanctuary Buildings*, *Great*

*Smith Street, London SW1P 3BT;*

take any further steps reasonably required to ensure that the

Restriction is entered on the proprietorship register;

promptly confirm to the Secretary of State when the Restriction has

been registered;

if it has not registered the Restriction, permit the Secretary of State to

do so in its place; and

not, without the Secretary of State's consent, apply to disapply, modify,

cancel **or** remove the Restriction, whether by itself, **a** holding company,

a subsidiary company, or a receiver, administrator or liquidator acting in

**4724834-4**

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 lessen **the** value or marketability **of** the Land without the Secretary

of **State's consent**.

The Academy Trust **must** not, **without** the Secretary of State's consent:

4.C

**a**)

grant any consent or licence; **or**

b)

create **or allow** any encumbrance; **or**

**c)**

part with **or** share possession or occupation; or

**d**)

enter into any **onerous or restrictive** obligations,

**Option**

in respect of all or part of the Land.

4.D The Academy Trust grants and the Secretary of State accepts **an** option (the

**"Option**") to acquire **all** or part of the Land at nil consideration**.** The Secretary

of State may **exercise** the Option in writing on termination of this Agreement. If

the Option **is** exercised, completion will take place 28 days after the exercise

date in accordance with the Law Society's Standard Conditions of Sale **for**

Commercial Property in force at that date.

**Option Notice**

4.E The Academy Trust:

**a**) must, within 14 days after acquiring the Land or, if later, after signing

this Agreement, apply to **the** Land Registry on Form AN1 **(**including a copy of this Agreement) for a notice of the Option (the "**Option Notice**"**)**

to be entered in the register, taking any further steps required to have

the Option Notice registered and promptly confirming to the Secretary

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of State when **this** has been done;

b)

if it has not registered the Option Notice**,** agrees that the Secretary of State may apply to register it using Form UN1;

**c)**

d)

must not, without the Secretary **of** State's consent, apply to disapply,

modify **or** remove the Option **Notice**, whether by itself**, a** holding company, **a** subsidiary company, or a receiver, administrator **or**

liquidator acting in the **name** of the Academy **Trust**, and

must, in the case of previously unregistered land, **within** 14 days after

acquiring the Land or, **if** later, after signing this Agreement, apply to

register a Class C(iv) land charge in the Land Charges Registry, and

send the Secretary **of** State **a** copy **of** the relevant entry within 7 **days**

after the registration has been completed. **If** the Secretary of State

considers that the Academy Trust has not complied with this clause, he

may apply to secure the registration.

**Property Notices**

**4.F**

**If** the Academy **Trust** receives a Property Notice, it must:

a)

send a copy of it to the Secretary of State within 14 days, **stating** how

the Academy **Trust** intends to respond to it;

b)

promptly give the Secretary of State all the information he asks for

about it;

**c)**

allow the Secretary of State to take all necessary action, with or instead

**of** the Academy **Trust**, to comply with it, and

d)

**use** its best endeavours to help the Secretary **of** State in connection

**with** it.

**Sharing the Land**

4.G Where:

**a)** the Secretary of State identifies basic or parental need for additional

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4.H

**4.1**

b)

places **in** the area in which the Academy **is** situated; and

the Secretary of State then considers that not all the Land is needed for

the operation of the Academy **at** planned capacity,

The Secretary of State must consult **with** the Academy Trust to determine

whether part **of** the Land could be demised or leased to another Academy

**Trust**, as the **Secretary** of State considers appropriate, for the purpose of that

Academy **Trust** establishing and maintaining an educational institution on the

Land.

To the extent the Academy Trust and the Secretary **of** State agree to part **of**

the Land being demised or leased in accordance with clause 4.G, the

Academy Trust must use its best endeavours to procure **all** necessary

**consents** in order to enable it to share occupation of the Land **with** the

incoming Academy Trust and to provide the incoming Academy Trust with

**security** of tenure over the Land occupied by it, and shall enter into any legal

arrangements which the Secretary of State requires for this purpose**.** The

Secretary of State shall meet the necessary and reasonable costs incurred by

the Academy Trust in connection with this clause.

For the purposes of clause 4.G:

**a)**

b)

a basic 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;

a parental need **will** arise when the DfE is actually aware of an

additional demand **for** pupil places **in** the area where the Academy is

situated, following representations from parents in that area; and

**c)**

planned 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 to

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terminate this Agreement. Such termination would take effect on 31 August of

the relevant year.

**Termination 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 Master Agreement; **or**

5.C

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** he has notified the Academy **Trust**

that **it is** coasting.

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

a)

the action the Academy **Trust** must **take**;

**b)**

the date by which the action must be completed; and

c)

the date by which the Academy Trust must make any representations,

or confirm that it agrees to undertake the specified action.

5.D

5.E

The Secretary of State will consider any representations from the Academy

Trust which he receives by the date specified in the Termination Warning

Notice. The Secretary of State may amend the Termination Warning Notice to

specify further action which the Academy **Trust** must take, **and** the date by

which it must be completed.

**If** the Secretary of State considers **that** the Academy Trust has not responded

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to the Termination **Warning** Notice **as** specified under clause 5.C(c), or has

not completed the action required in the Termination Warning Notice **as**

specified under clauses 5.C(a**)** and (b) (and any further action specified under

**clause** 5.D) he **may serve a** Termination Notice.

**Termination by the Secretary of State after inspection**

5.F

If the Chief Inspector gives notice to the Academy Trust that:

a)

special **measures** are required to be taken in relation to the Academy;

**or**

5.G

b)

the Academy requires significant improvement

the Secretary of State may serve **a** Termination Warning **Notice,** specifying

the date by which the Academy Trust must make any representations.

In deciding whether to give notice of his intention to terminate under clause

5.F, the Secretary of State **will** have due regard to the overall performance of

the Academy **Trust**.

5.G.1 Not used

5.H

If the Secretary **of** State has served a Termination Warning Notice under

**clause** 5.F and:

a)

has not received any representations **from** the Academy Trust by the

date specified in the notice; **or**

b)

having considered the representations made by the Academy Trust

**remains** satisfied that this Agreement should be terminated;

he may **serve a** Termination Notice.

5.1

Not **used**

**Termination by the Secretary of State**

5.J

**If** the Secretary of State has determined **that** the Academy will be removed

**from** the Register of Independent Schools and no appeal against that

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determination is pending, he **may** serve **a** Termination Notice.

**5.K**

Not **used**

5.L

Not used

5.M

Not **used**

5.N

Not **used**

5.0 Not **used**

**Funding and admission during notice period**

5.P

5.Q

**If** the Secretary of **State** serves a Termination Notice under clause 5.A, the

Academy Trust may continue during the notice period to admit pupils to the

Academy, and to receive GAG and EAG, in accordance with this Agreement.

**If** the Secretary of State **serves** a Termination Warning Notice or a

Termination Notice otherwise than under clause 5.A, the Academy **Trust** may

continue during the notice period to admit pupils to the Academy (unless the Secretary of State specifies otherwise), and to receive GAG and EAG, in

accordance with this Agreement.

**Notice of intention to terminate by Academy Trust**

5.R

5.S

The Secretary of State will, before the start of each Academy Financial Year,

provide the Academy **Trust with a** final funding allocation indicating the level

of GAG and EAG to be provided in the next Academy Financial **Year** (the

**"Funding Allocation")**.

**If** the Academy Trust is of the opinion that, after receipt of **the** Funding

Allocation for the next Academy Financial Year (the **"Critical Year”) and** after

taking into account all other resources likely to be available to the Academy,

including other funds that are likely to be available to the Academy from other

academies operated by the Academy Trust ("**All Other Resources**”), it is likely that the cost of running the Academy during the Critical Year would

cause the Academy Trust to become insolvent (and for this **reason** only) then

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5.T

5.U

5.V

the Academy Trust may give written notice of its intention to terminate this

Agreement **on** 31 August before the Critical Year.

Any notice given by the Academy Trust under **clause** 5.S must be provided to

the Secretary of State within six weeks of the Secretary of State issuing the

Funding Allocation**.** The notice given by the Academy **Trust** under clause 5.S

must specify:

a)

b)

**c)**

the grounds **upon** which the Academy Trust's opinion is based,

including:

i. evidence of those grounds;

ii.

iii.

any professional accounting advice the Academy Trust has

received;

a detailed statement of steps which the Academy Trust proposes

to take to ensure that the running costs of the Academy are

reduced such that **costs** are less than the Funding Allocation and

All Other Resources**,** and the period **of** time within which such

steps **will** be taken; and

the shortfall in the Critical Year between the Funding Allocation and All

Other Resources expected to be available to the Academy Trust to run

the Academy and the projected expenditure on **the** Academy; and

**a** detailed budget of income and expenditure for the Academy during the Critical Year (the **"Projected Budget**").

Both **parties will** use their best endeavours to agree whether or not the cost of

**running** the Academy during the Critical Year would cause the Academy Trust

to become insolvent. Both parties recognise that they will need to engage in a

constructive dialogue **at** the time about how best to provide education for the

pupils at the Academy and use their best **endeavours** to agree a practical

solution to the problem.

If no agreement is reached by 30 April (or another date if agreed between the

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parties) **as** to whether the cost of running the Academy during the Critical

Year would **cause** the Academy Trust to become insolvent, then that question

will be referred to an independent expert (the **"Expert")** for resolution. The

Expert's determination will be final and binding on both parties. The Expert **will**

be requested to specify in his determination the amount **of** the shortfall in

funding (the **"Shortfall**").

5.W The Expert **will** be an insolvency practitioner **with** significant professional

experience of educational institutions **or** academies. If the parties fail to agree

upon the appointment of the Expert then the Expert will be appointed by the

President of the Institute of Chartered Accountants in England and Wales.

The **Expert's** fees **will** be borne equally between the parties.

5.X

5.Y

The Expert will be required in reaching his determination to take account **of**

advice **from** an educational specialist who is professionally familiar with the

issues arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist will be appointed by the Chairman of the Specialist Schools and

Academies **Trust (or any** successor or equivalent body). The educational

specialist's fees **will** be borne equally between the parties.

**If** the Expert determines that the cost of running the Academy during the

Critical Year would cause the Academy Trust to become **insolvent**, **and** the

Secretary of State **will** not have agreed to provide sufficient additional funding

to cover the Shortfall, then the Academy Trust **will** be entitled to terminate this

Agreement, by notice expiring on 31 August before the **Critical** Year. Any

such notice will be given within 21 **days** after **(a**) the Expert's determination

will have been given to the parties or (b), if later, the Secretary of State **will**

have given **written** notice of **his** 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.

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5.AA Subject to clauses 5.BB and 5.CC, **if** the Secretary of State terminates this

Agreement under clause 5.A, he will indemnify the Academy Trust. If the

Secretary of State terminates this 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 **as** and when the Secretary of State

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 adapting** them for **other** purposes;

d)

legal and other **professional** fees; **and**

**e)**

dissolution expenses.

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

**which** have been partly or wholly funded by HM Government, the Academy

Trust must, **as** soon as **possible** after the termination date:

a)

**b)**

**transfer** a proportion of those capital **assets**, equal to the proportion **of**

the original financial contribution made by HM Government, to a

nominee of the Secretary of State to **use for** educational **purposes**; or

**if** the Secretary of State directs that **a** transfer under clause 5.DD(a) **is**

not required, pay to the Secretary of State at the termination date **(or**,

**by** agreement with the Secretary **of** State, **at the** date of **their**

subsequent disposal) **a** sum equivalent to the proportion of the original

financial contribution made by **HM** Government.

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5.EE The Secretary of State may:

**6**.

a)

Waive all or part **of** the repayment due under sub-clause 5.DD**(**b) if the

Academy Trust obtains his permission to invest the **sale** proceeds **for**

**its** charitable purposes; **or**

**b**) direct the Academy Trust to pay **all** or part of the sale proceeds to the

relevant LA.

**OTHER CONTRACTUAL ARRANGEMENTS**

**Annexes**

6.A Any annexes to this Agreement form part of and are incorporated into this

Agreement.

**The Master Agreement**

6.B Except as expressly provided in this Agreement, all provisions of the Master

Agreement **have** full force and effect.

**General**

6.C

6.D

6.E

The Academy Trust cannot assign this Agreement.

Failure to exercise, **or a** delay in exercising, any right or remedy of the

Secretary of State under this Agreement **(**including the right to terminate this

Agreement), or **a** single **or** partial **exercise** of such a right or remedy**, is** not a

waiver of, and does not prevent or restrict any initial or further exercise of, that

**or** any other right **or** remedy.

Termination of this Agreement will not affect the accrued rights, remedies,

obligations or liabilities 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 will together constitute the same agreement.

6.G

This Agreement and any dispute or claim arising out of or in connection with it

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6.H

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

**claims**) shall be governed by and construed in accordance with the law of

England and Wales, and submitted to the exclusive jurisdiction of the courts of England and Wales.

Not **used**

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This Agreement was executed as a Deed on

Executed on behalf of the **Academy Trust** by:

**Director**

**Witness**

Name**:**

Address**:**

The Corporate Seal of

**THE SECRETARY OF STATE FOR EDUCATION**

affixed to this deed **is** authenticated by:

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**Duly Authorised**

**ANNEXES**

7. **ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATION**,

**HEALTH AND CARE PLANS**

**"EHC plan"** means an Education, Health and Care plan **made** under section 37 of

the Children and Families Act **2014.**

7.A Except as **set** out **in** clause 8 below, the Children and Families Act 2014

**imposes** duties directly on Academies in respect of pupils with special educational

needs, including the admission of pupils with EHC plans. If an Academy **Trust** considers that a LA should not **have** named the Academy in an EHC plan, it may **ask** the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The Academy **Trust must** admit the

pupil if **such** a determination is pending. The Secretary of State's determination **as** to whether the LA acted unreasonably will be final, subject to any right of **appeal**

which **a** parent **of** the pupil may **have** to **the** First Tier Tribunal (Special Educational

Needs and **Disability**) or the Upper Tribunal Administrative Appeals Chamber.

**8. ADMISSION OF CHILDREN WITH A STATEMENT OF SPECIAL**

**EDUCATIONAL NEEDS**

(Clauses 8.A-8.G only apply where the pupil has **a** statement of special educational

needs **(SEN**) rather than an EHC **plan** and where they therefore continue to be

subject to the relevant **provisions** of the Education Act 1996. EHC plans are

replacing statements of SEN but although all statements of SEN should have been

converted to an EHC plan by the 1 April 2018 this clause is retained to protect pupils

**who** still have **a** statement **of** special education need **after** this date. The detail on the

drafting of **a** statement below **is** retained to protect pupils in exceptional circumstances.)

"**Statement of SEN"** means **a** statement made under section **324 of** the Education

Act 1996.

8.A The Academy **Trust must** admit all children with a Statement of SEN naming

the Academy.

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8.B The Academy **Trust** must have regard to the Special Educational Needs Code

**of** practice 2001 when dealing with statements of SEN.

8.C Where the LA sends the Academy Trust **a** draft statement with a proposal that

the Academy is named in the final statement, the Academy Trust must respond

within 15 working days unless the time period falls within **a** school holiday that

**is** longer than two weeks in which case the Academy **Trust** should respond

within 15 **working** days **of** the end of the school holiday.

8.D In its response the Academy Trust must either:

a. consent to being named in the **final** statement or

b. explain why it believes that admitting the child would be incompatible with

the **provision** of efficient education for other children and the efficient use of

resources, including why no reasonable steps could secure compatibility. In

doing so the Academy Trust must have regard to the relevant legislation

and Code of Practice. If the LA does not agree with the Academy Trust's

response, and names the Academy in the child's Statement of SEN, the

Academy Trust must admit the child to the school as specified in the

statement **or otherwise** by the LA. The final **decision as to** whether to name

the Academy falls to the LA.

8.E If the Academy Trust considers that the LA should **not** have named the

Academy in the statement of SEN, it may **ask** the Secretary of State to

determine whether the LA has acted unreasonably, and to make an order

directing the LA to reconsider. The Academy Trust must admit the pupil **if** such

a determination is pending. The Secretary of State's determination **will** be **final**,

subject only 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.

8.F If a parent of a child for whom the LA maintains a statement appeals to the

First**-tier** Tribunal (Special Educational Needs and Disability**)** or the Upper

Tribunal Administrative Appeals Chamber, either for or against the naming of

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the Academy in the child's statement, then the Tribunal's decision **will** be

binding, even if **it** is different from that of the Secretary of State.

8.G Where it has been finally determined that the Academy be named in **a** child's

Statement of SEN, the Academy Trust must admit the child to the Academy,

notwithstanding any other admissions requirements in this Agreement.

8.H Clauses 8.A to 8.G only apply insofar **as** the relevant provisions of the Children

and Families Act **2014** relating to SEN and disability **do** not apply to Academies

and Free Schools.

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Department for Education

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