

LIGHTHOUSE SCHOOLS PARTNERSHIP

MAINSTREAM ACADEMY AND FREE SCHOOL:

SUPPLEMENTAL FUNDING AGREEMENT (JANUARY 2018)

YATTON CHURCH OF ENGLAND

JUNIOR SCHOOL

[1 APRIL] 2018

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Name of Academy Trust	Lighthouse Schools Partnership
Company number	07662102
Date of Master Funding Agreement	26 August 2016 (by deed of variation)
Name of academy	Yatton Church of England Junior School
Opening date	1 April 2018
Type of academy (indicate whether academy or free school)	Mainstream Academy
Religious designation	Church of England
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	Yatton Church of England Junior School
Capacity number	360
Age range	7-11
Number of sixth form places	N/A
Number of boarding places	N/A
SEN unit / Resource provision	N/A
Land arrangements (Version 1-8 or other)	Versions 2 and 3
Address and title number of Land	High Street, Yatton, Bristol, BS49 4HJ Title Number: ST253426

Information about the Academy:

SUMMARY SHEET

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

Clause No.	Descriptor	Applied	Not used
1.I	Only applies to free schools and new provision academies		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 (unless there was a predecessor independent school), or new provision academies	X	
2.M	Clause applies only to academies and free schools designated with a religious character	X	
2.N	Clause applies only to academies that were formerly wholly selective grammar schools		X
2.O	Clause applies only to academies that were formerly partially selective grammar schools		X
2.T	Clause applies to free schools and new provision academies designated with a religious character		X
2.W	Clause only applies where the academy is designated with a religious character		X
2.X	Clause only applies where the academy has not been designated with a religious character		X
2.Y	Clause applies where an academy was previously a VC school or foundation school designated with a religious character	X	
2.Yc)	Sub-clause applies if the academy is designated with a denominational religious character – CE etc. rather than 'Christian'	X	

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

Clause No.	Descriptor	Applied	Not used
3.A - 3.F	Option 1 applies to converter and sponsored academies; if used delete option 2	X	
3.A - 3.F	Option 2 applies to free schools and new provision academies; if used delete option 1	X	
3.H	Clauses relating to Start-up only applies in some cases (does not apply to academy converters)	X	
3.J	Clauses only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans	X	
3.K	Clauses does not apply to free schools (unless there was a predecessor independent school), or new provision academies	X	
5.G.1	Clauses applies only to a boarding academy/boarding free school.	X	
5.I	Clauses only applies to sponsored academies	X	
5.K	Clauses applies to free schools and may be applied to new provision academies	X	
5.L	Clauses applies to free schools and may be applied to new provision academies	X	
5.M	Clauses applies to free schools and may be applied to new provision academies	X	
5.N	Clauses applies to free schools and may be applied to new provision academies	X	
5.O	Clauses applies to free schools and may be applied to new provision academies	X	
6.H	Clauses only applies to schools which are designated with a Church of England or Roman Catholic character	X	

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	Clause No.	Applied	Not used
Governance - Local Governing Body provision for former Voluntary Controlled schools.	2.BB	X	

- Definitions and interpretation**
- 1.A This Agreement made between the Secretary of State for Education and Lighthouse Schools Partnership is supplemental to the master funding agreement made between the same parties and dated 26 August 2016 (the "Master Agreement").
- 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:
- "**Academy**" means Yatton Church of England Junior School.
- "**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 Parliament.
- 1.E Reference in this Agreement to clauses and annexes to this Agreement stated, be to clauses and annexes to this Agreement.

1. ESTABLISHING THE ACADEMY

The Academy

- 1.F The Academy is a Mainstream Academy as defined in clause 1.4 of the Master Agreement.
- 1.G The Academy Trust will establish and maintain the Academy in accordance with the Master Agreement and this Agreement.
- 1.H The Academy Trust will open the Academy on 1 April 2018.
- 1.I Not used.

2. RUNNING OF THE ACADEMY

Teachers and staff

- 2.A Subject to clause 2.4 of the Master Agreement, 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 The Academy Trust shall in relation to:

- a) any person who may apply for a position as an employee or to be otherwise engaged by the Academy Trust, and
- b) any employee with whom the Academy Trust enters into a contract of employment or a contract for services,

act in accordance with and hereby agrees to be bound by section 124AA of the School Standards and Framework Act 1998 ("SSFA"), so far as those provisions apply to, and as if the Academy Trust were, a voluntary controlled or foundation school designated by an order under section 69(3) of the SSFA as a school having a religious character. For the avoidance of doubt, the Academy Trust agrees and acknowledges that section 124A of the SSFA shall

- Pupils**
- not therefore apply to it in relation to the persons referred to at (a) and (b) above.
- 2.B The planned capacity of the Academy is 360 in the age range 7-11. The Academy will be an all ability inclusive school.
- SEN unit**
- 2.C Not used.
- 2.D Not used.
- Challenging**
- 2.E Not used.
- Admissions**
- 2.F 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.
- 2.G 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.
- 2.H 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.I Not used.
- 2.J Not used.
- 2.K Not used.
- 2.L The Secretary of State may:
- a) direct the Academy Trust to admit a named pupil to the Academy:
 - i. 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
 - ii. 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
 - b) 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 The Academy is an Academy designated with a Church of England religious character. The relevant religious authority (i.e. the diocese, or foundation faith body) is the Bath and Wells Diocesan Board of Education.
- 2.N Not used.
- 2.O 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

- 2.U The Academy Trust must provide for the teaching of religious education and a daily act of collective worship at the Academy.

Curriculum

- 2.T Not used.
- 2.S The Office of the Schools Adjudicator (“OSA”) will consider objections to the Academy’s admission arrangements (except objections against any agreed arrangement, 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 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.R If the Academy does not consider the relevant area determined by the LA for voluntary aided schools. The determination of the appeal panel is binding on 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 and the LA in whose area the Academy is situated in reaching a decision.
- 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 consultation with the relevant LA for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

2.V 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.Y.

2.W Not used.

2.X Not used.

2.Y Subject to clause 2.V, the requirements for religious education and collective worship are as follows:

- a) subject to paragraph 3 of Schedule 19 to the School Standards and Framework Act 1998, which will apply as if the Academy were a foundation school or voluntary controlled school with a religious character, 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;
- b) the Academy Trust must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if the Academy were a foundation school or voluntary controlled school with a religious character, and as if references to "the required collective worship" were references to collective worship in accordance with the tenets and practices of the Academy's specified religion or religious denomination;
- c) the Academy Trust must ensure that the quality of the Academy's collective worship, given in accordance with the tenets and practices of its specific religion or religious denomination, is inspected. The inspection must be conducted by a person chosen by the Academy Trust and the Academy Trust must secure that the inspection complies with statutory provisions and regulations which would apply if the Academy were a foundation or voluntary controlled school designated as having a religious character.

- shall be a member of the Local Governing Body.
- (b) a minimum of two parents of a pupil at the Academy/Academies (to be elected by the parents of registered pupils of the Academy/Academies)
- (c) no more than 25% of the members of the Local Governing Body shall be appointed for the purpose of securing that the Academy is conducted in accordance with the principles, practices and tenets of the Church of England; and
- (d) no more than 25% of the members of the Local Governing Body shall be appointed for the purpose of securing that the Academy is Agreed and will, as a minimum, ensure that:
- the membership of it shall be for the Company to decide, but the Company will ensure that the Academy operates in a way which honours the characteristics that the Academy has by virtue of clauses 2W – 2Y of this Agreement and will, as a minimum, ensure that:
 - the same Local Governing Body may be appointed for more than one Academy) to which it may delegate any of its powers and functions in relation to the operation of the Academy. The role of the Local Governing Body and the membership of it shall be for the Company to decide, but the Company will ensure that the Academy operates in a way which honours the characteristics that the Academy has by virtue of clauses 2W – 2Y of this Agreement and will, as a minimum, ensure that:
- 2.BB The Company shall establish for the Academy a Local Governing Body (and

Governance

- 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.
- 2.Z 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.

3. GRANT FUNDING

Calculation of GAG

3A-3D. Not used.

- 3.E 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.
- 3.F For Academy Financial Years after that referred to in clause 3.E, the basis of the pupil count for determining GAG will be:
- c) 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 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 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.I 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

the Academy Trust's ability to use the Land for the purposes of the Academy issued by any competent authority (including the Landlord) which materially affects "Property Notice" means any order, notice, proposal, demand or other requirement

to the Land.

Trust and a third party (the "Landlord") under which the Academy Trust derives title "Lease" means the lease or other occupation agreement between the Academy

land registered with title number ST253426 and demised by the Lease.
"Land" means the land at High Street, Yatton, Bristol, BS49 4HJ, being part of the

Version 2: existing leasehold site

4. LAND

set out in clause 3.1 cease to apply or the Academy closes.
may be carried forward without limitation or deduction until the circumstances Notice under this Agreement, or otherwise terminates the Master Agreement
Secretary of State has served a Termination Notice or a Termination Warning
3.L Any additional grant made in accordance with clause 3.1, for a period after the

Carrying forward of funds

be paid.
for such a payment unless the Secretary of State confirms in writing that it will will be agreed on a case-by-case basis. The Academy Trust must not budget Undertakings (Protection of Employment) Regulations 2006. Such payment the transfer of employees from a Predecessor School under the Transfer of 3.K The Secretary of State may pay the Academy Trust's costs in connection with

3.J Not used.

Other relevant funding

Academy to operate effectively.
Secretary of State may pay a larger GAG in the notice period, to enable the may be insufficient to meet the Academy's needs. In these circumstances the therefore payments based on the number of pupils attending the Academy

Restrictions on Land transfer

4.A The Academy Trust must:

- a) 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;

- b) take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;
- c) promptly confirm to the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, permit the Secretary of State to do so in its place; and
- e) 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 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.

- of State when this has been done;
- the Option Notice registered and promptly confirming to the Secretary to be entered in the register, taking any further steps required to have copy of this Agreement) for a notice of the Option (the "Option Notice") copy of this Agreement, apply to the Land Registry on Form AN1 (including a this Agreement, must, within 14 days after acquiring the Land or, if later, after signing a
- a)

4.F The Academy Trust:

Option Notice

- Commercial Property in force at that date.
- accordance with the Law Society's Standard Conditions of Sale for exercised, completion will take place 28 days after the exercise date in exercise the Option in writing on termination of this Agreement. If the Option is "Option") to acquire the Land at nil consideration. The Secretary of State may 4.E The Academy Trust grants and the Secretary of State accepts an option (the

Option

- in respect of all or part of the Land.
- e) enter into any onerous or restrictive obligations;
- d) part with or share possession or occupation; or
- c) create or allow any encumbrance; or
- b) grant any consent or licence; or
- a) terminate, vary, surrender, renew, dispose of or agree any revised rent under the Lease;

4.D The Academy Trust must not, without the Secretary of State's consent:

- rights against the Landlord.
- 4.C The Academy Trust must comply with the Lease and promptly enforce its

- b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;
- c) 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
- d) 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.G 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.

Breach of Lease

- 4.H If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Lease, the Academy Trust must immediately give written notice to the Secretary of State stating what the breach is and what action the Academy Trust has taken or proposes to take to remedy it, including timescales where appropriate.

clause.

- reasonable costs incurred by the Academy Trust in connection with this requires for this purpose. The Secretary of State shall meet the necessary and by it, and shall enter into any legal arrangements which the Secretary of State the incoming Academy Trust with security of tenure over the Land occupied share occupation of the Land with the incoming Academy Trust and to provide landlord or any necessary amendments to the Lease in order to enable it to Trust must use its best endeavours to procure either the approval of the the Land being demised or sublet in accordance with clause 4.J, the Academy To the extent the Academy Trust and the Secretary of State agree to part of

Land.

Academy Trust establishing and maintaining an educational institution on the Trust, as the Secretary of State considers appropriate, for the purpose of that whether part of the Land could be demised or sublet to another Academy the Secretary of State must consult with the Academy Trust to determine

the operation of the Academy at planned capacity,

- b) the Secretary of State then considers that not all the Land is needed for places in the area in which the Academy is situated; and
- a) the Secretary of State identifies basic or parental need for additional

4.J Where:

Sharing the Land

prevent the breach.

- c) use its best endeavours to help the Secretary of State to remedy or of the Academy Trust, to remedy or prevent the breach, and
- b) allow the Secretary of State to take all necessary action, with or instead about the breach;

- a) promptly give the Secretary of State all the information he asks for must:
- 4.I After notifying the Secretary of State under clause 4.H, the Academy Trust

- 4.L For the purposes of clause 4.J:
- a) **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;
 - b) **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.

Version 3: existing site held under church supplemental agreement

The parties' rights and obligations in respect of the Land are set out in the Church Supplemental Agreement dated [28/03 /] 2018 and made between (1) the Secretary of State; (2) the Academy Trust; (3) the Bath and Wells Diocesan Board of Finance; and (4) the Bath and Wells Diocesan Board of Education. For the purposes of this clause, Land has the meaning given in the Church Supplemental Agreement or private lease.

5. TERMINATION

Termination by either party

- 5.A Either party may give at least seven Academy Financial Years' notice to 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
 - b) the standards of performance of pupils at the Academy are unacceptably low; or

- b) the Academy requires significant improvement
or
a) special measures are required to be taken in relation to the Academy;
- 5.F If the Chief Inspector gives notice to the Academy Trust that:

Termination by the Secretary of State after inspection

clauses 5.D) he may serve a Termination Notice.
specified under clauses 5.C(a) and (b) (and any further action specified under
not completed the action required in the Termination Warning Notice as
to the Termination Warning Notice as specified under clause 5.C(c), or has
5.E If the Secretary of State considers that the Academy Trust has not responded
which it must be completed.

specify further action which the Academy Trust must take, and the date by
Notice. The Secretary of State may amend the Termination Warning Notice to
Trust which he receives by the date specified in the Termination Warning
5.D The Secretary of State will consider any representations from the Academy
or confirm that it agrees to undertake the specified action.

- c) the date by which the Academy Trust must make any representations,
b) the date by which the action must be completed; and
a) the action the Academy Trust must take;

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

- e) the Academy is casting provided he has notified the Academy Trust
discipline; or
d) the safety of pupils or staff is threatened, including due to breakdown of
managed or governed; or
c) there has been a serious breakdown in the way the Academy is
that it is casting.

the Secretary of State may serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations.

5.G 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.I 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 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.O Not used.

- Funding and admission during notice period**
- Notice of intention to terminate by Academy Trust**
- 5.P. 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.
- 5.Q. 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, and to receive GAG and EAG, in accordance with this Agreement.
- 5.R. 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").
- 5.S. 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 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 the Academy Trust may give written notice of its intention to terminate this funding Allocation. The notice given by the Academy Trust under clause 5.S must specify:
- 5.T. 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 ground upon which the Academy Trust's opinion is based, including:
- a) the grounds upon which the Academy Trust's opinion is based,
- must specify:
- 5.U. 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.

- i. evidence of those grounds;
 - ii. any professional accounting advice the Academy Trust has received;
 - iii. 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
 - b) 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
 - c) a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").
- 5.U 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.
- 5.V If no agreement is reached by 30 April (or another date if agreed between the 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

- 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.
- 5.X The Expert will be required in reaching his determination to take account of the President of the Institute of Chartered Accountants in England and Wales. The Expert's fees will be borne equally between the parties.
- 5.Z If this Agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 1 and 1A of the Academies Act 2010.
- 5.AA Subject to clauses 5.BB and 5.CC, if the Secretary of State terminates this Agreement under clause 5.A, 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 made to him 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.

Effect of termination

- 5.Z If this Agreement is terminated, the Academy will cease to be an Academy for the Academy to cover the Shorthall.
- 5.Y 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 Shorthall, 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 within the meaning of section 1A of the Academies Act 2010.
- 5.X The Expert will determine that the cost of running the Academy during the Critical Year will be borne equally between the parties.

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) 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
- b) 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.

5.EE The Secretary of State may:

- 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.

- Diocesan Board of Education.
- 6.A Any annexes to this Agreement form part of and are incorporated into this Agreement.
- 6.B Except as expressly provided in this Agreement, all provisions of the Master Agreement have full force and effect.
- The Master Agreement
- 6.C The Academy Trust cannot assign this Agreement.
- 6.D 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 right or remedy.
- 6.E 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 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.
- 6.H The Secretary of State agrees that this Agreement shall be interpreted in a way which is compatible with the provisions of clauses 20A-F and 23A-H (if used) of the Church Supplemental Agreement dated [28 / 03] 2018 and made between (1) the Secretary of State; (2) the Academy Trust; (3) the Bath and Wells Diocesan Board of Finance; and (4) the Bath and Wells Diocesan Board of Education.

General

- 6.A Any annexes to this Agreement form part of and are incorporated into this Agreement.
- 6.B Except as expressly provided in this Agreement, all provisions of the Master Agreement have full force and effect.
- Annexes
- 6.C The Academy Trust cannot assign this Agreement.
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- 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 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 right or remedy.
- 6.H The Secretary of State agrees that this Agreement shall be interpreted in a way which is compatible with the provisions of clauses 20A-F and 23A-H (if used) of the Church Supplemental Agreement dated [28 / 03] 2018 and made between (1) the Secretary of State; (2) the Academy Trust; (3) the Bath and Wells Diocesan Board of Finance; and (4) the Bath and Wells Diocesan Board of Education.

6. OTHER CONTRACTUAL ARRANGEMENTS

This Agreement was executed as a Deed on 28 /03 / 2018

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

T. Radford

and

D. Howell

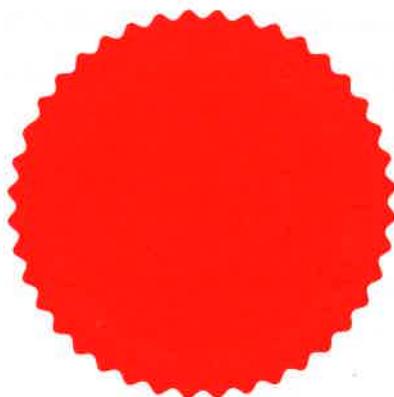
Director

Director

The Corporate Seal of

THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:



E.

Duly Authorised

the Academy.

8.1 The Academy Trust must admit all children with a Statement of SEN naming Act 1996.

"Statement of SEN" means a statement made under section 324 of the Education Circumstances.)

drafting of a statement below is retained to protect pupils in exceptional circumstances.)

who still have a statement of special education need after this date. The detail on the converted to an EHC plan by the 1 April 2018 this clause is retained to protect pupils replacing statements of SEN but although all statements of SEN should have been subject to the relevant provisions of the Education Act 1996. EHC plans are needs (SEN) rather than an EHC plan and where they therefore continue to be clauses 8.1-8.7 only apply where the pupil has a statement of special educational

EDUCATIONAL NEEDS

8. ADMISSION OF CHILDREN WITH A STATEMENT OF SPECIAL

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.

The Academy Trust must admit the pupil if such a determination is pending. The 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 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 imposes duties directly on Academies in respect of pupils with special educational needs, including the admission of pupils with special

7.1 Except as set out in clause 8 below, the Children and Families Act 2014

the Children and Families Act 2014.

"EHC plan" means an Education, Health and Care plan made under section 37 of

7. ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATION, HEALTH AND CARE PLANS

ANNEXES

- 8.2 The Academy Trust must have regard to the Special Educational Needs Code of practice 2001 when dealing with statements of SEN.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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

- 8.7 Where it has been finally determined that the Academy be named in a child's binning, even if it is different from that of the Secretary of State.
- 8.7 Statement of SEN, the Academy Trust must admit the child to the Academy, notwithstanding any other admissions requirements in this Agreement.
- 8.8 Clauses 8.1 to 8.7 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.