

11.07.08

ACADEMIES SPONSORED BY
UNITED LEARNING TRUST

SUPPLEMENTAL FUNDING AGREEMENT

ACCRINGTON ACADEMY

11 July 2008

Lewis Silkin LLP
5 Chancery Lane
Clifford's Inn
London EC4A 1BL

Ref: GRD/82548.40/1524268-6
Date: 19.6.08

THIS AGREEMENT made 11 July 2008

BETWEEN

- (1) THE SECRETARY OF STATE FOR CHILDREN, SCHOOLS AND FAMILIES ("the Secretary of State"); and
- (2) UNITED LEARNING TRUST ("the Company").

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the Secretary of State for Education and Skills ("the Previous Secretary of State") and the Company dated 19 October 2005 (the "Master Agreement").

WHEREAS by virtue of the Secretaries of State for Children, Schools and Families, for Innovation, Universities and Skills and for Business, Enterprise and Regulatory Reform Order 2007 the rights and obligations of the Previous Secretary of State are now vested in and are to be performed by the Secretary of State. References in the Master Agreement to the Secretary of State shall be treated as references to the Secretary of State as defined above.

1 DEFINITIONS AND INTERPRETATION

1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement.

1.2 The following words and expressions shall have the following meanings:

"the Academy" means the Accrington Academy to be established at the Site;

"Capital Expenditure" shall include Capital Expenditure (as defined in the Master Agreement) incurred after as well as before the date on which the Academy opens;

"Chief Inspector" means H.M. Chief Inspector of Schools in England or his successor;

"EA 2005" means the Education Act 2005;

"LCC" means Lancashire County Council;

"Minimum Period" means a period determined according to the following table:

| | |
|---|----------------------------|
| If at the time the Special Measures Notice is given the Academy shall have been opened for: | The Minimum Period will be |
| Less than 12 months | 36 months |
| Less than 24 months but 12 months or more | 24 months |
| 24 months or more | 12 months |

"Site" means Queens Road West, Accrington BB5 4FF.

- 1.3 References in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and the annexes of this Agreement.

2 THE ACADEMY

- 2.1 The Company will sponsor the Academy.
- 2.2 The specialism of the Academy will be sports and mathematics.
- 2.3 The arrangements for admission of pupils to the Academy are set out at Annex 1.
- 2.4 The Academy is intended to open on 1 September 2008.

3 CAPITAL EXPENDITURE

- 3.1 Clauses 40-50 (inclusive) of the Master Agreement shall not apply to the Academy and the terms of this Clause 3 shall apply in their place.
- 3.2 The Capital Expenditure which the Secretary of State shall have authorised LCC to incur and which the Secretary of State has agreed to fund in accordance with the formulae within the BSF National Construction Contractors' Framework for Academies and Educational Facilities for the Academy will be £16,290,672 ("Total Authorised Expenditure") which sum excludes £1,667,500 for ICT hardware.
- 3.3 The Secretary of State will provide funding to LCC up to the Total Authorised Expenditure in accordance with the arrangements made under the BSF National Construction Contractors' Framework for Academies and Educational Facilities.
- 3.4 The Secretary of State will use his reasonable endeavours to enforce the terms and conditions of any grants made by the Secretary of State to LCC for the development of the Site in accordance with the terms thereof with a view to enabling the new

building and/or refurbishment of the buildings intended to house the Academy and the related furnishings, equipment and fittings and fixtures to be available for use by the Company by not later than 1 September 2010.

- 3.5 If Capital Expenditure beyond that funded by the Secretary of State in accordance with clause 3.3 is required to meet the requirements of any legislation enacted or made after the date of this Agreement the Secretary of State will also fund such Capital Expenditure as the parties agree is required to meet such requirements.

4 NATIONAL CURRICULUM

- 4.1 The Academy will be a 11 – 19 school with 900 pupils in Years 7 to 11 and up to 250 Sixth form students and will be funded on that basis by the Secretary of State.

- 4.2 The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced. The Company will ensure that, subject as provided in clause 4.3 below:

4.2.1 English, Mathematics, Science and ICT are taught to all pupils in years 7 to 11; and

4.2.2 the National Curriculum programmes of study for English, Mathematics, Science and ICT for the time being prescribed by the Secretary of State under section 87 of the Education Act 2002 are covered in full by the end of the final year of each Key Stage.

- 4.3 The Academy is not required to teach an individual pupil or group of pupils in one or more subjects where, in the opinion of the Principal, it is inappropriate to do so by reason of the pupil's or group's ability or attainment.

5 IMPLEMENTATION GRANT

The Secretary of State agrees to pay Implementation Grant to the Company in accordance with the budget set out in Annex 2 to this Agreement.

6 GAG AND EAG

The Secretary of State agrees to pay GAG and EAG to the Company in relation to the Academy in accordance with the Master Agreement.

7 TERMINATION

- 7.1 Either party may give not less than seven years' written notice to terminate this Agreement, such notice to expire on 31 August 2015 or any subsequent anniversary of that date.

- 7.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or that the conditions and requirements set out in clauses 12 and 13 of the Master Agreement are not being met, or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.
- 7.3 Any such notice shall be in writing and shall:
- 7.3.1 state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or is not meeting the conditions and requirements of clauses 12 and 13 of the Master Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;
 - 7.3.2 specify the measures needed to remedy the situation or breach;
 - 7.3.3 specify a reasonable date by which these measures are to be implemented; and
 - 7.3.4 state the form in which the Company is to provide its response and a reasonable date by which it must be provided.
- 7.4 If no response is received by the date specified in accordance with clause 7.3, the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.
- 7.5 If a response is received by the date specified in accordance with clause 7.3, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:
- 7.5.1 he is content with the response and/or that the measures which he specified are being implemented; or
 - 7.5.2 he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or
 - 7.5.3 he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
- 7.6 In the circumstances of clause 7.5 the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from directors of the Company and the Academy Governing

Body of the Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 12 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 12 and 13 of the Master Agreement or the Company is in material breach of the provisions of this Agreement or the Master Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Company twelve months written notice to terminate this Agreement.

- 7.7 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 7.6 may be shortened to a period deemed appropriate by the Secretary of State.
- 7.8 The Secretary of State will, by not later than the end of December each year provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following financial year (the "**Indicative Funding**"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following financial year (the "**Critical Year**") and after taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 89 of the Master Agreement and such other funds as are available and likely to be available to the Academy from other academies operated by the Company ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current financial year.
- 7.9 Any notice given by the Company under clause 7.8 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 7.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:
- 7.9.1 the grounds upon which the Company's opinion is based and include the evidence of those grounds and any professional accounting advice the Company has received and including a detailed statement of steps which the Company proposes to take with a view to ensuring that as soon as reasonably practicable the costs of running the Academy are reduced sufficiently to ensure that such costs are less than the Indicative Funding and All Other Resources and the period of time within which such steps will be taken; and

- 7.9.2 the shortfall in the Critical Year between the Indicative Funding and All Other Resources expected to be available to the Company to run the Academy and the projected expenditure on the Academy; and
- 7.9.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").
- 7.10 Both parties undertake to use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, 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 undertake to use their best endeavours to agree a practical solution to the problem.
- 7.11 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy during the Critical Year on the basis of the Indicative Funding and All Other Resources would cause the Company to become insolvent, then that question shall be referred to an independent expert (the "**Expert**") for resolution. The Expert's determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in funding (the "**Shortfall**"). The Expert shall 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 shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert's fees shall be borne equally between the parties.
- 7.12 The Expert shall 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 large schools, unless the parties shall agree otherwise. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist's fees shall be borne equally between the parties.
- 7.13 If the Expert determines that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent, and the Secretary of State shall not have agreed to provide sufficient additional funding to cover the Shortfall, then the Company shall be entitled to terminate this Agreement, by notice expiring on 31 August prior to the Critical Year. Any such notice shall be given within 21 days after (a) the Expert's determination shall have been given to the parties or (b), if later, the Secretary of State shall have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

- 7.14 If the Company shall have given notice to terminate the Agreement under clause 7.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons nominated by the Secretary of State as directors of the Company. The right to nominate additional directors shall be without prejudice to the right of the Secretary of State to appoint additional directors under Article 40 of the Articles if the conditions in Article 38 of the Articles are, or become, satisfied.
- 7.15 The Secretary of State may at any time by notice in writing terminate this Agreement forthwith if the Academy has ceased (except where such cessation occurs temporarily by reason of an event beyond the reasonable control of the Company) to operate as an Academy within the meaning of Section 482 of the Education Act 1996.
- 7.16 If:
- 7.16.1 the Chief Inspector shall have given a notice to the Company in accordance with s13(3) Education Act 2005 (the "**Special Measures Notice**") stating that in his opinion special measures are required to be taken in relation to the Academy; and
- 7.16.2 not less than the Minimum Period after the Special Measures Notice, the Chief Inspector shall have carried out a subsequent inspection of the Academy in accordance with the EA 2005 and shall have made a report in accordance with the EA 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and
- 7.16.3 the Secretary of State shall have requested the Company to deliver within 10 Business Days a written statement (a "**Further Action Statement**") of the action the Company proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and
- 7.16.4 the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Company is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise, the Secretary of State may by notice in writing to the Company terminate this Agreement forthwith in which case, for the avoidance of doubt, the provisions of clauses 8.2 and 8.3 shall apply.

8 EFFECT OF TERMINATION

- 8.1 In the event of termination of this Agreement however occurring the school shall cease to be an Academy within the meaning of Section 482 of the Education Act 1996.

8.2 If the Secretary of State terminates this Agreement for reasons other than that the Academy no longer has the characteristics set out in clause 7 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 12 and 13 of the Master Agreement that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State shall indemnify the Company.

8.3 The amount of any such indemnity shall be determined by the Secretary of State having regard to any representations made to him by the Company, and shall be paid at such times and in such manner as the Secretary of State may reasonably think fit.

8.4 The amounts and categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify the Company include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.

9 ANNEX

The Annex to this Agreement forms part of and is incorporated into this Agreement.

10 THE MASTER AGREEMENT

Except as expressly provided in this Agreement the Master Agreement shall continue in full force and effect.

11 ENGLISH LAW

This Agreement shall be governed by and interpreted in accordance with English law.

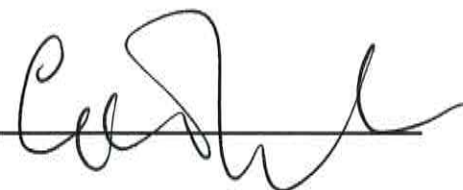
SIGNED by KEIL FLINT)

on behalf of the Secretary of State)



SIGNED by GEOFFREY DAVIES)

on behalf of the Company)



ANNEXES TO THIS SUPPLEMENTAL AGREEMENT

| | |
|---|---------|
| Arrangements for Admission of pupils to the Academy | Annex 1 |
| Implementation Budget | Annex 2 |

ADMISSIONS POLICY FOR ACCRINGTON ACADEMY

PREAMBLE

1. This document sets out the proposed admission arrangements for Accrington Academy, throughout this document referred to as "the Academy". These arrangements are without prejudice to the provisions of Annex B to the Master Agreement. The document forms an annex to the Supplemental Agreement between United Learning Trust ('ULT') and the Secretary of State. References in this document to "parents" include guardians and carers.
2. The Academy will comply with all relevant provisions of the statutory codes on admissions (the School Admissions Code and the School Admission Appeals Code of Practice) as they apply at any given time to maintained schools and with the law on admissions as it applies to maintained schools. Reference in the codes to admission authorities shall be deemed to be references to ULT. References to "the LA" shall be deemed to be references to Lancashire County Council and references to "the Admissions Forum" to be to the Lancashire Admissions Forum. In particular, the Academy will take part in the Admissions Forum set up by the LA and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA.
3. Notwithstanding these arrangements, the Secretary of State may direct the Academy to admit a named pupil to the Academy on application from an LA. Before doing so the Secretary of State will consult the Academy.

ADMISSION ARRANGEMENTS TO BE APPROVED BY SECRETARY OF STATE

4. The admission arrangements for the Academy for the year 2008/2009 and, subject to any changes approved by the Secretary of State, for subsequent years are:
 - a) The Academy has an agreed admission number of 180 students. The Academy will accordingly admit at least 180 students in the relevant age group each year if sufficient applications are received. To meet local need, a temporary admission number of 203 will apply to the Academy for year 7 applications in 2008.
 - b) The Academy may set a higher admission number as its published admission number for any specific year. Before setting an admission number higher than its agreed admission number, the Academy will consult those listed at paragraph 19 below. Students will not be admitted above the published admission number unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

Process of application

5. Applications for places at the Academy will be made in accordance with the LA's co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by the LA. The Academy will use the following timetable for applications each year (exact dates within the months may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the Admissions Forum or LA:
 - a) September - The Academy will publish in its prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (e.g. in September 2008 for admission in September 2009). This will include details of open evenings and other opportunities for prospective students and their parents to visit the school. The Academy will also provide information to the LA for inclusion in the composite prospectus, as required;
 - b) September/October - The Academy will provide opportunities for parents to visit the Academy;
 - c) October - Common Application Form to be completed and returned to the LA to administer;
 - d) November - LA sends application details to Academy;
 - e) January - Academy returns ranked list, based on admissions criteria, of all applications to LA;
 - f) February - LA applies agreed scheme for local schools, informing other LAs of offers to be made to their residents;
 - g) 1st March offers made to parents.

Consideration of applications

6. The Academy will consider all applications for places. Where fewer than 180 applications are received, the Academy will offer places to all those who have applied.
7. Notwithstanding paragraph 6 above, the Academy may refuse admission to particular applicants in cases where fewer than the published admission number have applied. These are applicants who have been permanently excluded from two or more other schools and the ability to refuse admissions runs for a period of two years since the last exclusion. Exclusions which took place before the child concerned reached compulsory school age do not count for this purpose. This applies to admissions at all age levels.

Procedures where the Academy is oversubscribed

8. Children with a Statement of Special Educational Need, that names the Academy in Part 4 of the statement, will be given priority for admission.

Where the number of applications for admission is greater than the published admissions number, applications will be considered against the criteria set out below. These will be applied in the order in which they are set out below:

Criteria applied to admissions for the academic year 2008-2009:

- a) Children in Public care, who are in public care at the time when preferences are expressed and are still expected to be in public care when admitted to the Academy.
- b) Siblings of students who will be attending the Academy on the date when the applicant would be admitted. The term sibling means a full, step, half, adopted or fostered brother or sister, but not cousins, who lives at the same permanent address. The Academy reserves the right to ask for proof of relationship.
- c) Children for whom there are exceptionally strong medical, social or welfare reasons for admission to the Academy. Applications made on this basis will need to be supported by written specific medical advice as to why admission to the Academy is necessary.
- d) A geographical criterion will then be applied where remaining places will be allocated according to where people live. These are categorised in the following priority order:
 - I. Those living in the priority area stated for the Academy. This is defined as Altham, Clayton-le-Moors, Accrington (North) including Huncoat, Church and Great Harwood
 - II. Those living outside of this area.

If there are too many applications from children within these two categories, then those living closest to the Academy by a walking route recognised by the Local Authority will have priority.

If false or misleading information is used to gain entry to the Academy, the offer of a place will be withdrawn and the application cancelled.

Criteria applied to admissions in 2009-2010 and subsequent years

- a) Children in Public care, who are in public care at the time when preferences are expressed and are still expected to be in public care when admitted to the Academy.
- b) Children who have specific medical needs, social needs and special needs where the application is supported by written specific medical advice as to why admission to the Academy is necessary. The definition as to what constitutes medical, social and special need within the scope of this provision will be available in writing to parents in the prospectus as part of the admissions policy. It is the responsibility of parents to show that it is essential for the child to attend the Academy rather than any other school.
- c) Siblings of students who will be attending the Academy on the date when the applicant would be admitted other than students who at the time are in the sixth form but were not previously in lower years. The term sibling means a full, step, half,

adopted or fostered brother or sister, but not cousins, who lives at the same permanent address. The Academy reserves the right to ask for proof of relationship.

- d) Children whose permanent address is closest to the Academy. The distance which determines how close the child lives to the Academy is the shortest walking distance along public highways and footpaths between the door of the student's permanent address and the nearest entrance to the Academy's main building. A child's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence can be requested at any time throughout the admissions process.

If false or misleading information is used to gain entry to the Academy, the offer of a place will be withdrawn and the application cancelled.

In the event of a tie-break being necessary within any of the criteria, this will be conducted through a process of random allocation.

Arrangements for admission to post 16 provision

9. The Academy will offer a range of post-16 courses at levels 1, 2 and 3 in order to ensure accessibility to a large number of students and will publish specific criteria in relation to the entrance requirements for each course. The detailed information will be contained in the sixth form prospectus published annually.
10. Children already on roll are entitled to transfer to the sixth form if they meet the published standards for entry.
11. The sixth form will open for students in Year 12 from September 2009 and for students in Year 13 from September 2010. Only those applicants who meet the minimum published standards for entry will be considered.
12. The admission number for the sixth form will be 125 students. The Academy will accept external students up to that figure less the number of the Academy's own students who are accepted into the sixth form. If the sixth form is oversubscribed, the following criteria will be used to determine which external students to admit:
- a) applicants whose permanent address is closest to the Academy as determined by the process outlined above at 8 e) relating to the criteria for 2009-2010 and subsequent years.

Operation of waiting lists

13. Subject to any provisions regarding waiting lists in the LA's co-ordinated admission scheme, the Academy will operate a waiting list. Where in any year the Academy receives more applications for places than there are places available, a waiting list will operate until a month after the first day of term. This will be maintained by the Academy and it will be open to any parent to ask for his or her child's name to be placed on the waiting list, following an unsuccessful application. From the date when the waiting list ceases to operate, all applications received will be considered on the basis of the oversubscription criteria.
14. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in this document. Where places become vacant they

will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for admitting students to other year groups, including replacing any students who have left the Academy

15. Subject to any provisions in the LA's co-ordinated admission arrangements relating to applications submitted for years other than the normal year of entry, the Academy must consider all such applications and, if the year group applied for has a place available, admit the child. However, within the exceptional circumstances set out in paragraph 3.13 of the School Admissions Code, the Academy may refuse to admit a challenging child where there are places available on the grounds that admission would prejudice the provision of efficient education or the efficient use of resources. The possibility of refusing to admit on this basis only applies to applications made outside the arrangements of the local in-year Fair Access Protocol. If more applications are received than there are places available, the oversubscription criteria shall apply. Parents whose application is turned down are entitled to appeal.

Transitional Arrangements

16. Pupils of the predecessor school will be entitled to transfer to the Academy.

Appeals

17. Parents will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy. The Appeal Panel will be independent of the Academy. The arrangements for Appeals will be in line with the Code of Practice on School Admission Appeals published by the Department for Education and Skills as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel will be made in accordance with the Code of Practice on School Admission Appeals and is binding on all parties. The Academy will prepare guidance for parents about the appeals process and provide parents with a named contact who can answer any enquiries parents may have about the process.

ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

18. Unless no change is proposed in its admissions arrangements, the Academy shall consult each year on its proposed admission arrangements.
19. The Academy will consult by 1 March:
- a) The LA;
 - b) Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LA;
 - c) Any other governing body for primary and secondary schools (as far as not falling within paragraph (b)) located within the relevant area for consultation.

Determination and publication of admission arrangements

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

Publication of admission arrangements

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

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

22. The published arrangements will set out:

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

Representations about admission arrangements

23. Where any of those bodies that were consulted, or that should have been consulted, make representations to the Academy about its admission arrangements, the Academy will consider such representations before determining the admission arrangements. Where the Academy has determined its admission arrangements and notified all those bodies that it has consulted and any of those bodies object to the Academy's admission arrangements they can make representations to the Secretary of State. The Secretary of State will consider the representation and in so doing will consult the Academy. Where he judges it appropriate, the Secretary of State may direct the Academy to amend its admission arrangements.
24. Those consulted have the right to ask the Academy to increase its proposed published admissions number for any year. Where such a request is made, but agreement cannot be reached locally, they may ask the Secretary of State to direct the Academy to increase its proposed published admissions Number. The Secretary of State will consult the Academy and will then determine the published admission number.
25. In addition to the provisions at paragraphs 23 and 24 above, the Secretary of State may direct changes to the Academy's proposed admission arrangements and, in addition to the provisions above, the Secretary of State may direct changes to the proposed published admissions number.

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

26. Once the admission arrangements have been determined for a particular year and published, the Academy will propose changes only if there is a major change of circumstances. In such cases, the Academy must notify those consulted under paragraph 19 above of the proposed variation and must then apply to the Secretary of State setting out:
- a) the proposed changes;
 - b) reasons for wishing to make such changes;
 - c) any comments or objections from those entitled to object.

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

27. The Secretary of State will consider applications from the Academy to change its admission arrangements only when the Academy has notified and consulted on the proposed changes as outlined at paragraph 19 above.
28. Where the Academy has consulted on proposed changes the Academy must secure the agreement of the Secretary of State before any such changes can be implemented. The Academy must seek the Secretary of State's approval in writing, setting out the reasons for the proposed changes and passing to him any comments or objections from other admission authorities/other persons.
29. The Secretary of State can approve, modify or reject proposals from the Academy to change its admission arrangements.
30. Records of applications and admissions shall be kept by the Academy for a minimum period of ten years and shall be open for inspection by the Secretary of State.

PLANNED IMPLEMENTATION PHASE EXPENDITURE

City Academy: Accrington

| Estimated Cash Flow (Figures to include VAT) | TOTAL | | | | | | | | | | | |
|---|----------------|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|--|--|
| | Mth January | Mth February | Mth March | Mth April | Mth May | Mth June | Mth July | Mth August | £ | | | |
| Academy lead in costs | 0 | 6,528 | 6,528 | 6,528 | 6,528 | 6,528 | 6,528 | 6,528 | 6,528 | 45,696 | | |
| Project Management | 16,440 | 16,440 | 16,440 | 16,440 | 16,440 | 16,440 | 16,440 | 16,440 | 16,440 | 131,516 | | |
| School Development | 6,500 | 5,100 | 5,000 | 5,100 | 22,500 | 10,100 | 7,000 | 22,500 | | 83,800 | | |
| Staff Policy | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 34,391 | | |
| Finance And Marketing | 4,675 | 4,675 | 4,675 | 4,675 | 4,675 | 4,675 | 4,675 | 4,675 | 4,675 | 37,399 | | |
| Building Project | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 25,000 | | |
| Other | 2,667 | 5,500 | 4,167 | 1,500 | 1,500 | 4,167 | 1,500 | 1,500 | 1,500 | 22,500 | | |
| TOTAL | 37,705 | 39,138 | 37,705 | 35,138 | 52,538 | 42,805 | 37,038 | 52,538 | 52,538 | 380,301 | | |