

**ACADEMIES SPONSORED BY
UNITED LEARNING TRUST**

SUPPLEMENTAL FUNDING AGREEMENT

KETTERING BUCCLEUCH ACADEMY

18 August

2009

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

Ref: GRD/82548.54/1787481-10
Date: 11 August 2009

THIS AGREEMENT made **18 August** 2009

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 Academy initially to be established at the Sites and called Kettering Buccleuch Academy;
- “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;
- “the Council” means Northampton County Council;
- “LA” means a local authority;

“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

“Sites” means Weekley Glebe Road, Kettering, NN16 9NS and Laburnum Crescent, Kettering NN16 9PH;

“Total Authorised Expenditure” means the amount of Capital Expenditure which the Secretary of State will authorise to be spent under the Building Schools for the Future programme for the building of new buildings and/or the refurbishment of existing buildings for the Academy in accordance with the Funding Allocation Formula applicable at the time the development agreement to be entered into between the Council and the Company is to be entered.

- 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 specialisms of the Academy will be Maths and Computing and Sport.
- 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 2009.

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 Secretary of State will provide funding to the Council for Capital Expenditure in relation to the Academy up to the Total Authorised Expenditure in accordance with the arrangements made under the Building Schools for the Future programme.

- 3.3 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 the Council 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.
- 3.4 If Capital Expenditure beyond that funded by the Secretary of State in accordance with clause 3.2 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 initially be a 5 – 19 school with 1,520 pupils in the reception year to Year 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 and Science are taught to all pupils in years 7 to 11; and
- 4.2.2 the National Curriculum programmes of study for English, Mathematics and Science 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 2016 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 or 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.
- 8.5 Subject to clause 8.6 and unless otherwise agreed between the Company and the Council in an agreement signed prior to the opening of the Academy on the termination of this Agreement, however occurring, the Company shall in respect of any of the capital assets owned by the Company and present at the Academy's premises on the date of termination:
- 8.5.1 if the Secretary of State considers that all or some of those assets need to be used for educational purposes by a person nominated by the Secretary of State promptly transfer to that person:-
- (a) a proportion of the assets acquired by the Company which is the same as the proportion of the Capital Expenditure incurred by the Company to acquire such assets funded directly or indirectly by way of Capital Grant made by the Secretary of State, whether that grant was made on the establishment of the Academy or later; and
 - (b) any assets acquired by the Company from the Council for no or a nominal consideration, whether on the establishment of the Academy or later; or

8.5.2 if the Secretary of State confirms that a transfer under clause 8.5.2 is not required, the Company shall use its reasonable endeavours to sell such assets and shall pay to the Secretary of State on the disposal of assets:

- (a) falling within clause 8.5.1(a) above, a percentage of the net proceeds of sale of those assets equal to the percentage of the Capital Expenditure incurred by the Company to acquire such assets funded directly or indirectly by way of Capital Grant made by the Secretary of State, whether that grant was made on the establishment of the Academy or later; and
- (b) falling within clause 8.5.1(b) above, the net proceeds of sale of such assets.

For the purposes of this clause where assets were acquired for the Company at an undervalue the amount of that undervalue shall be treated as Capital Expenditure incurred by the Company to acquire such assets.

8.6 The Secretary of State may waive in whole or in part the repayment due under clause 8.5.2 if:

- 8.6.1 The Company obtains his permission to apply the proceeds of sale for its charitable objects; or
- 8.6.2 The Secretary of State directs all or part of the repayment to be paid to the Council.

9 PUPIL WELL BEING; COMMUNITY COHESION; AND THE CHILDREN & YOUNG PEOPLE PLAN

In operating the Academy and in providing community facilities the Company shall, so far as it is within the objects of the Company contained in its Memorandum for it to do so and is reasonably practicable:-

- 9.1 promote the well-being of pupils at the Academy (through its main activity of operating the Academy and through activities ancillary thereto);
- 9.2 promote community cohesion (through its main activity of operating the Academy and through activities ancillary thereto); and
- 9.3 have regard to any plan published by the Council under Section 17 of the Children Act 2004 or (if the Council is not required to published such a plan) any plan published by the Council setting out its strategy in relation to children and relevant young people provided that any such plan shall have been sent to the Principal of the Academy and to the Company at its registered office.

10 DESIGNATED PERSON FOR CHILDREN IN CARE

The Company will in respect of the Academy act in accordance with, and be bound by, all relevant statutory and regulatory provisions as they apply at any time to a maintained school relating to the designation of a person to promote the educational achievement of registered pupils at the Academy who are looked after by a LA and will have regard to any guidance issued by the Secretary of State in relation to those designations. For the purpose of this clause, any reference to the governing body of a maintained school in such statutory and regulatory provisions, or in any guidance and code of practice issued pursuant to such provisions, shall be deemed to be references to the local governing body of the Academy.

11 **EXCLUSIONS AGREEMENT**

The Company shall, if invited to do so by a LA, enter into an agreement in respect of the Academy with that LA which has the effect that where:-

- 11.1 The Company admits a pupil to the Academy who has been permanently excluded from a maintained school, or another Academy with whom the LA has a similar agreement; or
- 11.2 the Company permanently excludes a pupil from the Academy

payment will flow between the Company and the LA in the same direction and for the same amount that it would, were the Academy a maintained school, under Regulations made under Section 47 of the Schools Standards and Framework Act 1998 relating to the addition or deduction of a maintained school's budget following a permanent exclusion or the admission of a permanently excluded pupil. At the date of this Agreement, the applicable Regulation is Regulation 23 of the School Finance (England) Regulations 2008.

12 **14-19 ENTITLEMENT**

- 12.1 Subject as provided in clause 12.2 below the Company shall so far as is consistent with its obligations under clause 11 of the Master Agreement make arrangements to ensure that:-
 - 12.1.1 a registered pupil at any Academy in the fourth key stage shall have the same curriculum entitlements as are conferred on a pupil in the fourth key stage at a maintained school by section 85A(1) of the Education Act 2002 (as amended); and
 - 12.1.2 a course of study in the core subjects and a course of study in one of the entitlement areas is made available with effect from the commencement of the autumn term following such pupil's fifteenth birthday to any registered pupil at any Academy who is above compulsory school age but has not attained the age of 19.

12.2 Nothing in clause 12.1 shall require the Company:-

12.2.1 in making the arrangements described in clause 12.1 to incur expenditure which is disproportionate to the expenditure incurred by the Company in providing courses for other pupils in the fourth key stage; or

12.2.2 to make the arrangements described in clause 12.1 if to do so would not be reasonably practicable.

12.3 Nothing in this clause 12 shall confer any greater entitlements on a pupil than are conferred by section 85A(1) of the Education Act 2002 or section 3A of the Learning and Skills Act 2000.

12.4 The Company may make the arrangements referred to in clause 12.1 either at the Academy or, if it so decides, at any school or institution.

12.5 In making arrangements under clause 12.1 the Company shall have regard to any relevant 14-19 curriculum guidance issued from time to time by the Secretary of State or the Qualifications and Curriculum Authority.

12.6 For the purpose of clause 12.1, "course of study", "core subjects" and "entitlement areas" have the same meaning as in sections 3A, 3B and 3C respectively of the Learning and Skills Act 2000 (as amended).

12.7 The Secretary of State will review the arrangements in this clause 12 which relate to the 14-19 entitlement after one year from the Academy opening in the light of any representations concerning them he receives from the Company and/or United Church Schools Trust.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

14 ANNEX

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

15 THE MASTER AGREEMENT

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

16 ENGLISH LAW

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

The Corporate Seal of the Secretary of State
for Children, Schools and Families
hereto affixed was authorised by:

authorised by B. Welch
BRETT WELCH



Authorised by
on behalf of the Secretary of State

SIGNED by *[Signature]*)

on behalf of the Company) Sir Ewan Harper

ANNEX 1

THE ADMISSION OF PUPILS TO THE KETTERING BUCCLEUCH ACADEMY

GENERAL

1. This annex may be amended at any time by agreement in writing between the Secretary of State and United Learning Trust (“ULT”)
2. ULT will act in accordance with, and will ensure that the Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code and the School Admission Appeals Code published by the Department for Children, Schools and Families (“the Codes”) as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or law to “admission authorities” shall be deemed to be references to ULT.
3. Notwithstanding the generality of paragraph 2 of this Annex, ULT will take part in the Admissions Forum set up by Northants County Council (the “LA”) and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA and the local in-year fair access protocol.
4. Notwithstanding any provision in this Agreement, the Secretary of State may:
 - (a) direct ULT to admit a named pupil to the Academy on application from a local authority. Before doing so the Secretary of State will consult ULT.
 - (b) direct ULT to admit a named pupil to the Academy if ULT has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes.
5. ULT shall ensure that parents and relevant children will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of ULT. The Independent Appeal Panel will be independent of ULT. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Children, Schools and Families as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.
6. ULT shall prepare guidance for parents and relevant children about how the appeals process will work and provide them with a named contact who can answer any enquiries they may have about the process. ULT may, if it chooses, enter into an agreement with a LA or any other organisation for it to recruit, train and appoint appeal panel members, and to arrange for the

process to be independently administered and clerked.

- 7 In paragraphs 5 and 6 above, 'relevant children' means:
- a) in the case of appeals for entry to a sixth form, the child, and;
 - b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

8. ULT shall consult the following parties on the Academy's proposed admission arrangements for a minimum of eight weeks between 1 November and 1 March in the 'Determination Year'¹:

- a) The LA.
- b) The admission forum for the LA.
- c) Any other admission authorities for primary and secondary schools located within the relevant area for consultation.
- d) Any other governing body for primary and secondary schools (as far as not falling within paragraph c)) located within the relevant area for consultation.
- e) Affected admission authorities in neighbouring local authority areas.
- f) Parents living in the relevant area for consultation whose children have attained the age of two but are not above compulsory school age and who are or will be eligible to apply to be admitted to the Academy;
- g) Community groups which the Academy considers relevant;
- h) Teaching unions if the consultation includes an increase in admission number.

Such consultation shall be in line with the requirements of the Codes and relevant admissions legislation, which at the date of this Agreement is section 89 of the School Standards and Framework Act 1998 as amended, and Regulations under that section.

9 From 2011-12, and for subsequent years, consultation in line with paragraph 8 is not required in any year where the following conditions are met:

- a) the admission arrangements were consulted upon in one or both of the previous two years; and

¹ A 'determination year' is the Academy Financial Year beginning two years before the Academy Financial Year which the admissions arrangements will be for e.g. consultation to end in March 2009 and determination to be in April 2009 for admissions in September 2010

- b) there have been no changes, or proposed changes, since the last consultation.

10 As soon as any changes are made to arrangements, or proposed, the consultation cycle in paragraph 8 must be followed for the next determination year.

Academy Trust Determination of Admission Arrangements

11. ULT will consider comments made by those consulted in accordance with paragraph 8, including any requests to amend the proposed admission number, before determining the admission arrangements for the Academy.

12. ULT will determine the Academy's admission arrangements annually by 15 April of the Determination Year and notify consultees listed in paragraph 8 what has been determined within 14 days of that decision being made.

Representations about admission arrangements

13. Where ULT has determined the Academy's admission arrangements and notified all consultees listed in paragraph 8, if any of those persons or bodies object to the Academy's admission arrangements, including the proposed admission number, they can make representations to the Secretary of State. Any representations must be made by 30 June in the Determination Year.

Secretary of State's Consent for Changes to Admission Arrangements

14. Where the admission arrangements determined in a Determination Year in accordance with paragraph 12 are different from the admission arrangements currently in existence for the Academy, ULT shall by 30 June in the Determination Year apply to the Secretary of State for him to consent to such amended admission arrangements.

Secretary of State's Power to Accept, Modify or Reject Admission Arrangements

15. Where the Secretary of State has received any representations made in accordance with paragraph 13, the Secretary of State must consult ULT on such representations. Following such consultation, by 31 July in the Determination Year the Secretary of State may direct that ULT amends the proposed admission arrangements for the Academy. ULT shall comply with any such direction.

16. Where the Secretary of State has received an application made in accordance with paragraph 14 seeking his consent to any amended admission arrangements, the Secretary of State must by 31 July in the Determination Year either approve the amended admission arrangements or direct that the amended admission arrangements are not implemented or must be modified. ULT must comply with any such direction.

Publication of Admission Arrangements

17. ULT shall each Determination Year publish the Academy's agreed admission arrangements by:

- a) copies being sent to the persons consulted in paragraph 8;
- b) copies being sent to primary and secondary schools in the LA's area;
- 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.
- e) a copy being uploaded to the Academy's website.

18. The published admission arrangements will set out:

- a) the name and address of the Academy and contact details;
- b) a summary of the admission policy, including full oversubscription criteria and any arrangements for post-16 admission;
- c) a statement of any religious affiliation if relevant;
- d) numbers of places and applications for those places in the previous year; and
- e) arrangements for hearing appeals.

Proposed Changes to Admission Arrangements by the Academy After Arrangements Have Been Published

19. Subject to paragraph 20, once the Academy's admission arrangements have been determined for a particular year and published, ULT will not make any change to such arrangements unless there is a major change of circumstances and the following procedures have been followed:

- a) ULT has consulted those who are required to be consulted under paragraph 8 above on the proposed variation;
- b) following such consultation, ULT has applied to the Secretary of State to approve the change setting out:
 - i) the proposed change;

- ii) reasons for wishing to make such a change;
 - iii) any comments or objections to the proposal from those consulted; and
- c) following such application, the Secretary of State has provided his consent to the proposed variation.

20. ULT shall following the prior written agreement or direction of the Secretary of State vary the Academy's admission arrangements where such changes are necessary to ensure compliance with the relevant provisions of admissions law or the Codes as they apply to maintained schools. Such changes may be made at any time.

21. Any changes to the Academy's admission arrangements brought about through the variation processes in paragraphs 19 or 20 above must be published within the Academy's prospectus and on its website and be communicated within 7 days to those persons who must be consulted under paragraph 8.

22. ULT must make arrangements for a parent of a child who has attained the age of two but is not above compulsory school age and who has been, is or will be eligible to apply to be admitted to the Academy to make representations to the Secretary of State that any aspect of the Academy's admission arrangements does not comply with the relevant provisions of admissions law or the Codes as they apply to maintained schools.

23. Where a representation is made in accordance with paragraph 22, the Secretary of State may, after consulting ULT, direct that ULT modify its arrangements for the admission of pupils to the Academy so that they comply with the relevant provisions of admissions law and the Codes as they apply to maintained schools. ULT must comply with any such direction.

24. Records of applications and admissions to the Academy shall be kept by ULT for a minimum period of ten years and shall be open for inspection by the Secretary of State.

PROCEDURE FOR ADMITTING PUPILS TO THE ACADEMY

Admission Number(s)

25. ULT has the following agreed admission numbers for the Academy for the year 2009/2010 and, subject to any changes approved or required by the Secretary of State, for subsequent years:

- a) **60** for pupils in the Reception Year
- b) **160** for pupils in Year 7. This number applies only to those being admitted from outside the Academy. The total year group size will be 220 including children who transfer automatically from the Academy's Year 6. If fewer pupils transfer from Year 6, the Academy will admit over the admission number up to the overall size of the Year 7 group.
- c) The Academy has capacity for 250 pupils in the sixth form with 150

places in Year 12. It will not admit external applicants unless it is undersubscribed by pupils progressing from its own Year 11 and in such circumstances it will apply the same academic entry requirements as it does to pupils already on roll in the Academy. If a tie-break is necessary to determine who is admitted, it will apply the oversubscription criteria in paragraph 32.

26. In any specific year, ULT may set a higher admission number than the Academy's agreed admission number for an applicable year group. Before setting an admission number higher than its agreed admission number, ULT will consult those listed at paragraph 8. Pupils will not be admitted in any year group above the published admission number for that year group unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

27. If the Academy admits a total of 26 pupils in excess of its admission number in any three year period it will determine a higher admission number, after consulting those bodies listed at paragraph 8.

Process of Application

28. Arrangements for 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 relevant local authority.

29. ULT will use the LA's timetable for applications to the Academy each year (exact dates within the months may vary from year to year). This will fit in with the timetable for the co-ordination of admission arrangements within the LA as agreed by the, Admissions Forum, LA, local schools and Academies

a) By September - ULT will publish in the Academy's prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (e.g. in September 2010 for admission in September 2011). This will include details of open evenings and other opportunities for prospective pupils and their parents to visit the Academy. ULT will also provide information in relation to the Academy to the LA for inclusion in the composite prospectus, as required;

b) September/October - ULT will provide opportunities for parents to visit the Academy;

c) October/November – Common Application Form to be completed and returned to the LA to administer;

d) LA sends Academy applications to ULT;

e) If the Academy receives more applications than there are places available, ULT deploys its oversubscription criteria and sends ranked list of all applicants to LA;

f) February - LA applies agreed scheme for own schools, informing other LA's of offers to be made to their residents. LA produces a list of pupils allocated to the Academy. This list will follow the original ranked list produced by the Academy but excluding those applicants who had indicated a higher preference for an alternative school which can be met by the LA.

g) 1st March offers made to parents.

30. From 2011-12 there will be a national closing date for applications as follows:

a) 31 October 2011 for secondary applications; and

b) 15 January 2012 for Primary applications

The Academy will ensure its application processes enable parents to apply before these deadlines.

Consideration of Applications

31. ULT will consider all applications for places at the Academy. Where fewer than the published admission number(s) for the relevant year groups are received, ULT will offer places at the Academy to all those who have applied.

Procedures where the Academy is oversubscribed

Primary and Secondary Phase Criteria

32. Where the number of applications for admission is greater than the published admission number, applications will be considered against the criteria set out below. After the admission of pupils with statements of Special Educational Needs where the Academy is named on the statement, the criteria will be applied in the order in which they are set out below:

- 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 or social needs where the application is supported by written supporting evidence from an appropriately qualified person as to why the Academy is the setting that can best meet the child's needs. It is the responsibility of parents to show that it is critical for the child to attend the Academy rather than any other school.
- c) Children who are siblings of students who attend the Academy, and will still be attending when the child starts, other than students who at the time are in the sixth form but were not previously in lower years. The term "siblings" refers to full, step, half, adopted or fostered brothers or

sisters living permanently at the same address. The Academy reserves the right to ask for proof of relationship such as a short birth certificate.

Then for Primary age children:

- d) Children whose permanent address is nearer to the main gates of the Academy's primary site than any other maintained or academy primary school provision as determined by the LA's mapping system. A child's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence such as a utility bill or council tax bill may be requested.
- e) Other Children whose permanent address is nearest to the main gates of the Academy's primary site as determined by the LA's mapping system.

d) and e) above are replaced for secondary age children with:

- d) Children whose permanent address is nearer the main gates of the academy's secondary site than any other maintained or academy secondary school provision as determined by the LA's mapping system. A child's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence such as a utility bill or council tax bill may be requested.
- e) Other children whose permanent address is nearest to the main gates of the academy's secondary site as determined by the LA's mapping system.

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

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

Twins, triplets and other children from multiple births

In the event that the Academy has one place to offer and the next child on the admissions list is one of twins, triplets or other multiple birth, the Academy will contact the parents who will need to decide whether to accept one place at the Academy or to keep the children together by accepting another school. If it is decided to accept the one place on offer, the parent may choose which child should be admitted or, if they prefer, the child will be determined by the Academy through a process of random allocation.

Post 16 admission criteria

33. The Academy will publish specific academic criteria in relation to minimum entrance requirements for year 12 based upon GCSE grades or other measures of prior attainment. The Academy will also publish academic entry requirements for each course available based upon GCSE grades or other measures of prior attainment. Children failing to meet the grades for their preferred courses will be offered alternative courses if available. The

detailed information will be contained in the sixth form prospectus published annually.

Children already on roll are entitled to transfer to year 12 if they meet the published standards for entry.

34. There will be a right of appeal to an Independent Appeals Panel for internal pupils refused transfer and external applicants refused admission.

Operation of waiting lists

35. Subject to any provisions regarding waiting lists in the LA's co-ordinated admission scheme, the Academy will operate a waiting list for each year group. Where in any year the Academy receives more applications for places than there are places available, a waiting list will operate until the final day of the first term. This will be maintained by ULT 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

36. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraph 32, above. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for Admitting Pupils to Other Year Groups i.e. other than Year R, 7 and 12, including to replace any pupils who have left the Academy

37. From 2011-2012 local authorities will co-ordinate admissions for in-year applications and for applications for year groups other than the normal point(s) of entry. This will not affect Academy's right to determine which applicants have priority for admission.

38. 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, ULT will consider all such applications and if the year group applied for has a place available, admit the child unless one of the permitted reliefs, as stated in paragraphs 3.30 and 3.32 of the Schools Admissions Code, apply. If more applications are received than there are places available, the oversubscription criteria in paragraph 32 shall apply. Parents whose application is turned down shall be entitled to appeal to an independent appeal panel.

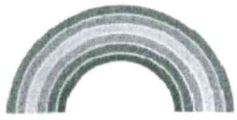
Arrangements for Admission of pupils as the Academy Builds to its Full Capacity

39. The Academy will open on 1 September 2009 with a Published Admission Number relating to pupils in Years R and 7. Pupils in subsequent Years will have been transferred automatically from the predecessor schools,

Montagu School, Avondale Junior and Avondale Infant School which will close on 31 August 2009. Notwithstanding anything else contained in this policy, all children offered a place for September 2009 in the predecessor schools will be admitted to the Academy.

40. Admission to Year groups without a Published Admission Number will be based upon the size of teaching groups already existing in the Academy and the efficient use of resources.

41. There will be a right of appeal to an Independent Appeal Panel for unsuccessful applicants.



department for
children, schools and families

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Fax: 020 7925 6000
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James Nicholson
United Church Schools Trust
23-25 Chapel Street
Titchmarsh
Kettering
Northamptonshire
NN14 3DA

Direct line: 0207 783 8406

Email:

Sophie.silver@dcsf.gsi.gov.uk

5 August 2009

Dear James,

KETTERING BUCCLEUCH ACADEMY PROJECT (NORTHAMPTONSHIRE 7):

PRE-FUNDING AGREEMENT GRANT

This letter supersedes the previous grant letter issued on 22 April 2009.

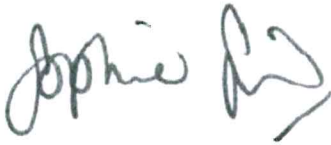
Thank you for submitting the budget for the Kettering Buccleuch Academy Project. The Secretary of State has agreed to make a grant of no more than **£729,801 excluding VAT** (feasibility £239,775 and implementation £490,026) to you under Section 14 of the Education Act 2002 for pre-Funding Agreement funding to cover eligible expenditure incurred in developing detailed plans for the Kettering Buccleuch Academy Project. These plans will form the basis on which the Secretary of State will decide whether or not to establish the Academy by entering into a Funding Agreement with the sponsor(s). The Secretary of State is under no obligation to pay any grant beyond that specified in this letter.

This letter sets out the terms and conditions on which the grant will be made available to you by the Secretary of State. There are Special Conditions set out in Annex A which are specific to the grant which is being made to you and General Conditions set out in Annex

B which are standard to all grants made by the Secretary of State. Annex C provides a detailed breakdown of the agreed budget. There is also a signature page at Annex D.

This letter and the four attached Annexes set out the terms on which the grant is paid. You should read carefully the Special Conditions set out at Annex A (in conjunction with the budget details at Annex C) and the General Conditions set out at Annex B. Then, if you are willing to be bound by them, sign both copies of the agreement at Annex D but do not date them and return them to me at the above address. I will then sign and date both copies of the agreement and return a copy for your records.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Sophie Silver', with a stylized flourish at the end.

Sophie Silver (Project Lead)

For and on behalf of the Secretary of State for Children, Schools & Families

**SPECIAL CONDITIONS FOR THE PROVISION OF PRE-FUNDING AGREEMENT
GRANT**

PAYMENT OF THE GRANT

1. The total Grant available to you is no more than **£729,801 excluding VAT**.
2. Grant will be payable following submission by you of form SPMF1, with proof of expenditure incurred. Payment will be made within seven working days of receipt of a valid claim
3. Payment will be made on receipt of a valid claim form (SPMF2), a copy of which is enclosed with this agreement. The form should show the split between capital and recurrent expenditure. It should be submitted on a monthly basis wherever possible, accompanied by the relevant invoices due for payment. The SPMF2 must be submitted to the Academies Finance Team, Podium 38, DCSF, Mowden Hall, Darlington, DL3 9BG. A covering letter should identify clearly the payee(s) with full bank details (ie name, address, sort code and account number).

PURPOSE OF GRANT

Recurrent Expenditure

4. You must use the Grant for the following purposes and as specified in detail at Annex C, only, and your expenditure must not exceed the maximum amount specified:

Project Management	£48,211
Design & Construction input	£37,280
Sponsor Related	£12,751
Education Vision	£30,695
Curriculum & Organisation	£12,180
ICT	£1,220
Closure of Feasibility stage	£2,439
Other	£95,000
Total Feasibility phase	£239,775
Project Reporting	£53,280
Transition Planning	£66,303
Start Up Grant	£5,508
Governance	£2,425
Academy Registrations	£6,645
Employment Records and Appointments	£37,323
Financial Documentation/Systems	£13,972
Health and Safety	£5,479
Information and Communications Technology	£37,638
Marketing and Collaboration	£13,842
Admission and Exclusions	£12,355
Service Agreements	£8,622

Education Brief	£17,150
Every Child Matters	£6,624
Staff Polices and Procedures	£6,121
Environmental Improvements	£7,488
Lead In costs	£139,250
Other Costs	£50,000
Total Implementation phase	£490,026
Total Grant excluding VAT	£729,801

GENERAL CONDITIONS FOR THE PROVISION OF GRANT

1. GENERAL

These General Conditions must be read in conjunction with the Special Conditions set out in Annex A. If there is any inconsistency between these General Conditions and the Special Conditions, then the Special Conditions will prevail.

2. THE GRANT

The maximum amount of Grant that the Secretary of State shall make available to you is specified in Annex A. Any funds which may be required by you in excess of the maximum amount of the Grant must be obtained by you from other sources.

3. PURPOSE OF THE GRANT

3.1 The Grant must be used only for the purposes specified in Annex A.

3.2 If any grant paid is not used for the purposes set out in Annex A, it must be paid back within 5 working days of being request by the Secretary of State.

3.3 Transfer between existing budget headings, as set out in this Agreement, may be made up to a total limit of £10,000. Any amount above this total limit will require the approval of the Secretary of State. Any transfer to items or budget headings not covered by this Agreement is not permitted.

4. PAYMENT OF GRANT

Unless otherwise stated in Annex A, the Grant will be paid by way of BACS transfers to the bank accounts specified by you and payment shall only be made if a duly completed claim form SPMF2 is submitted to the Department. Payment will be made within seven working days of receipt of a valid claim.

5. WITHHOLDING PAYMENT OF GRANT

5.1 The Secretary of State shall be entitled to withhold the payment of all or any part of the Grant where:

5.1.1 he has grounds to believe that it has not been used or will not be used in accordance with the terms of this agreement.

5.1.2 he considers it unlikely that he will enter into an agreement under Section 482 of the Education Act 1996 as amended authorises the Secretary of State to enter into an agreement to fund the establishment and maintenance of an Academy; or

5.1.3 he is of the view that insufficient information has been provided to satisfy him at that payment is necessary or due; or

5.1.4 he has requested information in connection with the [Kettering Buccleuch] Academy Project and this has not been provided within a reasonable period of time; or

5.1.5 he is of the view that some other circumstances exist which would make it appropriate for him to withhold payment.

5.2 The Secretary of State shall be entitled to withhold payment in accordance with Paragraph 5.1 until such steps have been taken or assurances have been made which satisfy him that expenditure of further public funds is warranted.

5.3 The Secretary of State must be notified immediately if circumstances arise which may entitle him to withhold payment in accordance with Paragraph 5.1.

6. TERMINATION

6.1 In addition to his rights to withhold payment in accordance with Paragraph 5.1, the Secretary of State shall be entitled to terminate the provisions of the Grant immediately by notice in writing where:-

6.1.1 There has been a material breach of this agreement; or

6.1.2 You are in breach of the Agreement and you fail to remedy such breach within a reasonable period notified to you by the Secretary of State; or

6.1.3 If, (in the case of an individual) you become bankrupt or make an arrangement with your creditors or if, (in the case of a company) you become insolvent or have a liquidator, receiver or administrative receiver appointed over all or any part of your assets.

6.2 If the provision of the Grant is terminated in accordance with Paragraph 6.1, the Secretary of State will have no obligation to pay any further Grant (whether or not the Grant became due for payment prior to the date of termination).

7. RECOVERY OF GRANT

7.1 The Secretary of State shall be entitled to recover all or part of the Grant which he has reasonable grounds to believe has not been (or will not be) used for the purposes set out in this Agreement.

7.2 The Secretary of State shall be entitled to set off any sums which are recoverable under Paragraph 7.1 against any subsequent part of the Grant which may become payable or any money owing or which may become due from the Secretary of State to you under any other current or future contract.

7.3 The Secretary of State must be notified immediately if circumstances arise which may entitle him to recover all or any part of the Grant in accordance with Paragraph 7.1.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 As public funds are being made available to you by way of Grant, it is important for the Secretary of State to be able to use, adopt or modify your plans for the [Kettering Buccleuch] Academy Project (or allow a third party to do so). In the event that the plans are not completed for whatever reason then it is agreed:

8.1.1 to grant the Secretary of State a non-exclusive, royalty free licence to use, copy, modify, enhance and adapt Your Intellectual Property Rights (including the right to grant sub-licences) to the extent that is necessary for the purpose of completing the plans for the [Kettering Buccleuch] Academy Project;

8.1.2 any Intellectual Property Rights which arise from the modification, enhancement and adaptation of your Intellectual Property Rights by or on behalf of the Secretary of State, will be owned by the Secretary of State and shall be deemed to form part of the "New Intellectual Property Rights";

8.1.3 The Crown will be legally and beneficially entitled to all New Intellectual Property Rights. You hereby assign to the Crown (by way of present assignment of all existing and future rights) all New Intellectual Property Rights. This will apply both before and after termination or expiry of the provision of the Grant;

8.1.4 if you use any Third Party Intellectual Property Rights, you will ensure that the Secretary of State is licensed to use the Third Party Intellectual Property Rights (or to allow a third party to do so) to the extent that such use is necessary.

9. RECORDS, ACCOUNTS AND INFORMATION

9.1 You must keep full and accurate records and accounts relating to your receipt and expenditure of the Grant. You must allow The Secretary of State and his duly authorised representatives and/or representatives of the National Audit Office access at all times on reasonable notice to inspect and take copies of all such records and accounts.

9.2 If so requested you must within 5 working days supply The Secretary of State with such information, documents and returns as he may reasonably request from time to time relating to your receipt and expenditure of the Grant. That request may require that electronic copies of such information, documents and returns shall be supplied.

10. DEFINITIONS

The following expressions used in this agreement have the meaning given below:-

"Academy"

means an academy which is proposed to be established and maintained under Section 482 of the Education Act 1996 (as substituted by section 65 of the Education Act 2002)

"General Conditions"	means these general terms and conditions headed "General Conditions for the Provision of Grant"; set out in Annex B
"Grant"	means the grant made to you by the Secretary of State under the Special Conditions and these General Conditions;
"Intellectual Property Rights"	means any patent, trade marks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations whether registerable or not, in any country (including but not limited to the UK);
"Materials"	means any and all documents, information, material, data, database, text drawings, diagrams, images in any tangible or electronic medium whatsoever (including without limitation paper based materials, computer programs, software, CDs, audio and/or visual tapes);
"New Intellectual Property Rights"	means any and all Intellectual Property Rights in Materials which are generated developed, created or produced by you or on your behalf specifically in connection with the preparation of the plans for the [Kettering Buccleuch] Academy Project. For the avoidance of doubt, New Intellectual Property Rights shall include but not be limited to any and all Intellectual Property Rights arising as a result of any modifications, enhancements and/or adaptations to Materials the subject of Your Intellectual Property Rights which is carried out by you or on your behalf specifically for or in connection with the preparation of those plans;
"Secretary of State"	means Secretary of State for Children, Schools & Families ;
"Special Conditions"	means the attached terms and conditions headed as "Special Conditions for the Provision of Feasibility Grant", as set out in Annex A;
"Third Party Intellectual Property Rights"	means any and all Intellectual Property Rights in any Materials owned by a third party and licensed to you in connection with the preparation of the plans for the [Kettering Buccleuch] Academy Project;

"Your Intellectual Property Rights"

means any and all Intellectual Property Rights in Materials already in existence as at the date of the Grant being made available to you in which you own the Intellectual Property Rights and which you have used or will use for the purpose of or in connection with the preparation of the plans for the [Kettering Buccleuch] Academy Project.

11. THIRD PARTY RIGHTS

Persons other than yourself and the Secretary of State shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Special Conditions and/or these General Conditions.

12. GOVERNING LAW

The Special Conditions and these General Conditions shall be governed by English law the parties submit to the jurisdiction of the English Courts.

PLANNED IMPLEMENTATION PHASE - RECURRENT EXPENDITURE

Academy:Northamptonshire 7 - Kettering Academy

Estimated Cash Flow (Figures to exclude VAT)	Year 1 - Financial Year 2009 / 2010												Year Two by quarters 20 / 20				TOTAL	
	April	May	June	July	August	September	October	November	December	January	February	March	1	2	3	4		£
1A Project Management																		
1B Project Reporting		10,656	13,656	10,656	10,656	10,656												53,280
1C Design & Construction Input		0	0	0	0	0												0
2A Transition Planning		13,261	13,261	13,261	13,261	13,261												66,303
3A Start Up Grant		1,102	1,102	1,102	1,102	1,102												5,508
3B Governance		485	485	485	485	485												2,425
3C Academy Registrations		1,329	1,329	1,329	1,329	1,329												6,645
3D Employment Records and																		
3E Appointments																		
3F Financial		7,465	7,465	7,465	7,465	7,465												37,323
3G Documentation/Systems		2,794	2,794	2,794	2,794	2,794												13,972
3H Health and Safety		1,096	1,096	1,096	1,096	1,096												5,479
Information and																		
Communications Technology																		
3J Marketing and Collaboration		7,528	7,528	7,528	7,528	7,528												37,633
3K Admission and Exclusions		2,768	2,768	2,768	2,768	2,768												13,842
3L Service Agreements		2,471	2,471	2,471	2,471	2,471												12,355
3M Education Brief		1,724	1,724	1,724	1,724	1,724												8,622
3N Organisation of Learning		3,430	3,430	3,430	3,430	3,430												17,150
3O Every Child Matters		0	0	0	0	0												0
3P Staff Policies and Procedures		1,325	1,325	1,325	1,325	1,325												6,624
Environmental Improvements		1,224	1,224	1,224	1,224	1,224												5,121
3Q Lead in Costs		1,498	1,498	1,498	1,498	1,498												7,485
Other Costs		27,850	27,850	27,850	27,850	27,850												139,262
TOTAL	0	98,005	98,005	98,005	98,005	98,005	98,005	98,005	98,005	98,005	98,005	98,005	0	0	0	0	0	490,026

Form submitted by:

Signature 1:
 Name:
 Position:
 Date:

Signature 2:
 Name:
 Position:
 Date:

Annex C

SPONSOR PROJECT MANAGEMENT PLANNED EXPENDITURE

Academy:Northamptonshire 7 - Kettering Academy

Estimated Cash Flow (Figures to exclude VAT)	Year 1 - Financial Year 2007 / 2008												Year Two by quarters 2008 / 2009				TOTAL	
	April	May	June	July	August	September	October	November	December	January	February	March	1	2	3	4		
1A Project Management									9642.1	9642.1	9642.1	9642.1	9642.1					43,211
1B Project Reporting									0	0	0	0	0					0
1C Design & Construction Input									7,456	7,456	7,456	7,456	7,456					37,280
2A Sponsor Related									2,550	2,550	2,550	2,550	2,550					12,751
2B Funding Agreement									0	0	0	0	0					0
2C Stakeholder Consultation									0	0	0	0	0					0
2D Educational Vision									6,139	6,139	6,139	6,139	6,139					30,695
2E Curriculum & Organisation									2,436	2,436	2,436	2,436	2,436					12,180
2F IGT									244	244	244	244	244					1,220
2G Closure of Feasibility Stage									488	488	488	488	488					2,439
3A Transition Planning																		0
3B Start Up Grant																		0
3C Governance																		0
3D Academy Registrations																		0
3E Employment Records and Appointments																		0
3F Financial Documentation/Systems																		0
3G Health and Safety																		0
3H Information and Communications Technology																		0
3J Marketing and Collaboration																		0
3K Admission and Exclusions																		0
3L Service Agreements																		0
3M Education Brief																		0
3N Organisation of Learning																		0
3O Every Child Matters																		0
3P Staff Policies and Procedures																		0
3Q Environmental Improvements																		0
Other Costs									19,000	19,000	19,000	19,000	19,000					95,000
Lead in Costs(if appropriate)																		0
TOTAL									47,955	47,955	47,955	47,955	47,955	19,000	0	0	0	239,775

Form submitted by:

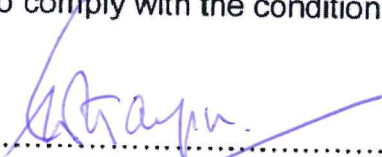
Grey Areas for Pre Funding Agreement Implementation Funding only

Signature:
 Name:
 Position:
 Date:

**TERMS AND CONDITIONS FOR THE PROVISION OF PRE-FUNDING AGREEMENT
GRANT FOR THE KETTERING BUCCLEUCH ACADEMY PROJECT**

I have read the Special Conditions and the General Conditions relating to the provision of the Grant. I agree to comply with the conditions.

Signature:


.....

(For and on behalf of United Church Schools Trust)

Name in full:

Sir Ewan Harper
.....

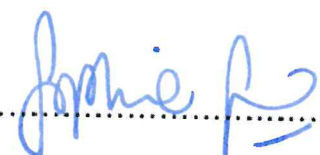
Position:

Chief Executive
.....

Date:

18 August 2009
.....

Signature:


.....

(On behalf of the Secretary of State for Children, Schools & Families)

Name in full:

Sophie Silver
.....

Position:

Project Lead, DCSF
.....

Date:

18 August 2009
.....

MONTHLY SPONSOR PROJECT MANAGEMENT FUNDING CLAIM - RECURRENT EXPENDITURE

Academy:

Claim against actual expenditure for the month of:

	Total grant expenditure to date (£)		Forecast monthly expenditure as per SPMF 1 (£)	Actual monthly expenditure claimed (£)	Difference between forecast and claim (£)
Project Management	1A				0
Project Reporting	1B				0
Design & Construction Input	1C				0
Sponsor Related	2A				0
Funding Agreement	2B				0
Stakeholder Consultation	2C				0
Educational Vision	2D				0
Curriculum & Organisation	2E				0
ICT	2F				0
Closure of Feasibility Stage	2G				0
Transition Planning	3A				0
Start Up Grant	3B				0
Governance	3C				0
Academy Registrations	3D				0
Employment Records and Appointments	3E				0
Financial Documentation/Systems	3F				0
Health and Safety	3G				0
Information and Communications Technology	3H				0
Marketing and Collaboration	3J				0
Admission and Exclusions	3K				0
Service Agreements	3L				0
Education Brief	3M				0
Organisation of Learning	3N				0
Every Child Matters	3O				0
Staff Policies and Procedures	3P				0
Environmental Improvements	3Q				0
Other Costs	-				0
Lead In Costs	-				0
TOTAL		0	0	0	0

On behalf of the above-named Academy project, we the undersigned:

- (a) claim grant in respect of the expenditure recorded above;
- (b) certify that all the particulars furnished above are correct and that payment is now due;
- (c) certify that all the work has been carried out and is satisfactory.

Signature 1:
 Name:
 Position:
 Date:

Please attach copies of all relevant invoices.

* Grey Areas for Claims of Pre Funding Agreement Implementation Funding only