

**ACADEMIES SPONSORED BY
UNITED LEARNING TRUST**

INVU
23/11/2008

SUPPLEMENTAL FUNDING AGREEMENT

MIDHURST ROTHER COLLEGE

14 NOVEMBER 2008

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

Ref: GRD/82548.40/1712771-3
Date: 5.11.08

THIS AGREEMENT made *Friday 14 November* 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 Academy to be established at the Site and called Midhurst Rother College;

“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 West Sussex 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 North Street, Midhurst, West Sussex GU29 9DT.

- 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 science, with mathematics [and business and enterprise].
- 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 January 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 Capital Expenditure which the Secretary of State shall have authorised the Council 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 £28.9m ("Total Authorised Expenditure") which sum includes £2.175m for ICT hardware.
- 3.3 The Secretary of State will provide funding to the Council 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 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.

- 3.5 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 initially be a 10 – 19 school with 1,400 pupils in Years 6 to 11 and up to 300 Sixth form students and will be funded on that basis by the Secretary of State. [From the time when the Council starts to operate a two tier education system in West Sussex, which is expected to be] from 1 September 2009 the Academy will be a 11-19 school with 1,200 pupils in Years 7 to 11 and up to 300 students in the Sixth form 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 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 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.

The Corporate Seal of the Secretary of State for Children, Schools and Families here to affixed was authenticated

SIGNED by DANIEL JENKINS)

on behalf of the Secretary of State)

[Handwritten signature]



SIGNED by [Handwritten signature])

on behalf of the Company)

[Handwritten signature]

ANNEXES TO THIS SUPPLEMENTAL AGREEMENT

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

**THE ADMISSION OF PUPILS TO THE MIDHURST
ROTHER COLLEGE**

GENERAL

1. This annex may be amended in writing at any time by agreement 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 West Sussex 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 direct ULT to admit a named pupil to the Midhurst Rother College (the “College”) on application from a local authority. Before doing so the Secretary of State will consult ULT.
5. ULT shall ensure that parents will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision. 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 about how the appeals process will work and provide parents with a named contact who can answer any enquiries parents may have about the process. ULT may, if it chooses, enter into an agreement with the 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.

ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

7. ULT shall consult the following parties on the College's proposed admission arrangements by 1 March in the College's Financial Year beginning two years before the College's Financial Year which the admissions arrangements will be for e.g. March 2009 for admissions in September 2010, ("Determination Year"):

- 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 set by the LA.
- 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.

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.

Academy Trust Determination of Admission Arrangements

8. ULT will consider comments made by those consulted in accordance with paragraph 7, including any requests to amend the proposed admissions number, before determining the admissions arrangements for the College.

9. ULT will determine the College's admission arrangements by 15 April of the Determination Year and notify those consulted in accordance with paragraph 7 what has been determined within 14 days of that decision being made.

Representations about admission arrangements

10. Where ULT has determined the College's admission arrangements and notified all those bodies that it has consulted in accordance with paragraph 9, if any of those bodies object to the College's admission arrangements, including the proposed admissions 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 Admissions Arrangements

11. Where the admissions arrangements determined in a Determination

Year in accordance with paragraph 9 are different to the admissions arrangements currently in existence for the College, ULT shall by 30 June in the Determination Year apply to the Secretary of State for him to consent to such amended admissions arrangements.

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

12. Where the Secretary of State has received any representations made in accordance with paragraph 10, 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 admissions arrangements for the College. ULT shall comply with any such direction.

13. Where the Secretary of State has received an application made in accordance with paragraph 11 to consent to any amended admissions arrangements, the Secretary of State must by 31 July in the Determination Year either approve the amended admissions arrangements or direct that the amended admissions arrangements are not implemented or must be modified. ULT must comply with any such direction.

Publication of Admission Arrangements

14. ULT shall each Determination Year publish the College's agreed admission arrangements by:

- a) copies being sent to the persons consulted in paragraph 7;
- 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 College.
- 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.

15. The published admissions arrangements will set out:

- a) the name and address of the College and contact details;
- b) a summary of the admissions policy, including 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 College after Arrangements Have Been Published

16. Subject to paragraph 17, once the College'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 were consulted under paragraph 7 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 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.

17. ULT shall following the prior written agreement or direction of the Secretary of State vary the College's admissions 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.

18. Any changes to the College's admission arrangements brought about through the variation processes in paragraphs 16 or 17 above must be published within the College's prospectus and website and be communicated within 7 days to those persons who must be consulted under paragraph 7.

19. ULT shall 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 College to make representations to the Secretary of State that any aspect of the College's admission arrangements does not comply with the relevant provisions of admissions law or the Codes as they apply to maintained schools.

20. Where a representation is made in accordance with paragraph 19, the Secretary of State may, after consulting ULT, direct that it modify its arrangements for the admission of pupils to the College 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.

21. Records of applications and admissions to the College 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 COLLEGE

Admissions Number

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

- a) 240 pupils for pupils in Year 7
- b) The College has an agreed admission number of 150 pupils to year 12 minus those eligible pupils progressing from the College's own year 11. The College will accordingly provide for the admission or progression of 150 pupils to year 12 if sufficient requests for progression or applications for entry are received. If the admission number of 150 is met through internal progression, no external applicants will be admitted.

23. In any specific year, ULT may set a higher admission number than the College'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 7. Pupils will not be admitted in any year group above the published admissions number for that year group unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

Process of Application

24. Arrangements for applications for places at the College 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.

25. ULT will use the following timetable for applications to the College 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) By September - ULT will publish in the College'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 college. ULT will also provide information in relation to the College to the LA for inclusion in the composite prospectus, as required;

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

- c) October/November – Common Application Form to be completed and returned to the LA to administer;
- d) LA sends College applications to ULT;
- e) ULT sends list of pupils to be offered places at the College to LA;
- f) February - LA applies agreed scheme for own schools, informing other LA's of offers to be made to their residents.
- g) 1st March offers made to parents.

Consideration of Applications

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

Procedures where the College is oversubscribed

Secondary Phase Criteria

27. 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 College 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 College.
- b) Children who have specific medical needs, social needs and special needs students without a statement naming the College where the application is supported by written supporting evidence from an appropriately qualified person as to why the College is the only setting that can meet the child's needs. It is the responsibility of parents to show that it is essential for the child to attend the College rather than any other school.
- c) Children who live in the catchment area* and are siblings of students who attend the College, 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 College reserves the right to ask for proof of relationship such as a short birth certificate.
- d) Other children who live in the catchment area.
- e) Children who live outside the catchment area and are siblings of students who attend the College, 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 College reserves the right to ask for proof of relationship.

f) Other children who live outside the catchment area.

* The Catchment area is defined by the area delineated on the map appended to this document.

A child's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence, for example from utility bills or similar, can be requested at any time throughout the admissions process.

In the case of oversubscription in any of the above categories, apart from category 8(a), priority of placement is given to applicants who live nearest the College (measured by a straight line from College to home, using Ordnance Survey address point data).

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

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

Post 16 admission criteria

28. The College 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 College 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.

External students may apply to year 12 but only those applicants who meet the minimum published standards for entry will be considered. These standards are the same for internal and external students.

The admission number for year 12 will be 150 students. The College will accept external students up to that figure less the number of the College's own students who are accepted into year 12. If year 12 is oversubscribed

then, after the admission of students with a statement of special educational need where the College is named on the statement, the following criteria will be used to determine which external students to admit:

- a) children in public care
- b) applicants whose permanent address is closest to the College as determined by the process outlined above in paragraph 27.

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

Operation of waiting lists

30. Subject to any provisions regarding waiting lists in the LA's co-ordinated admission scheme, the College will operate a waiting list. Where in any year the College 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 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.

31. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraph 27, or for post-16 paragraph 28 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 years 7 and 12, including to replace any pupils Who have left the College

32. 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 the College is permitted by the code not to admit a particular child. If more applications are received than there are places available, the oversubscription criteria in paragraph 27 or, for post-16 places, paragraph 28 shall apply. Parents whose application is turned down shall be entitled to appeal.

Arrangements for Admission of pupils as the College builds to its full capacity

33. The College will open on 1 January 2009 with all pupils from the predecessor schools (Midhurst Grammar School, Midhurst Intermediate School and Herbert Shiner School) transferring automatically. The predecessor schools will close on 31st December 2008.

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

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

Service Deliverables	Days for Director	Total	Days for PM (Senior)	Total	Days for Assistant PM	Total	Days for Finance Staff	Total	Days Human Resources	Total	Days for ICT	Total	Days Education Adviser	Total	Grand Total
Day Rates	£ 1,730		£ 650		£ 453		£ 695		£ 408		£ 525		£ 979		
Feasibility															
Project Management	6	£10,380	48	£ 31,200	25	£ 11,325	11	£ 7,645	0	£ -	0	£ -	0	£ -	£ 60,550
Funding Agreement	0	£ -	18	£ 11,700	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	£ 11,700
Stakeholder Consultation	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	Outsourced	£ -	£ 47,000
Education Vision	2	£ 3,460	24	£ 15,600	10	£ 4,530	0	£ -	0	£ -	0	£ -	22	£ 21,538	£ 45,128
Design User Group	0	£ -	12	£ 7,800	5	£ 2,265	0	£ -	0	£ -	0	£ -	0	£ -	£ 10,065
Sponsor Related Issues	1	£ 1,730	1	£ 650	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	£ 2,380
ICT	0	£ -	1.5	£ 975	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	£ 975
Closure of Feasibility Stage	0	£ -	5	£ 3,250	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	£ 3,250
Vision, Curriculum & Organisation	0	£ -	3.5	£ 2,275	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	£ 2,275
For use by local authority															20,000
Total Feasibility Days	9		113		40		11		0		0		22		195
Total Feasibility Cost		£15,570		£ 73,450		£ 18,120		£ 7,645		£ -		£ -		£ 21,538	£ 203,323

Service Deliverables	Days for Director	Total	Days for PM (Senior)	Total	Days for Assistant PM	Total	Days for Finance Staff	Total	Days Human Resources	Total	Days for ICT	Total	Days Education Adviser	Total	Grand Total
Day Rates	£ 1,730		£ 650		£ 453		£ 695		£ 408		£ 525		£ 979		
Implementation															
Transition Planning	0	£ -	50	£ 32,500	39	£ 17,667	0	£ -	5	£ 2,040	9	£ 4,725	0	£ -	£ 56,932
Design and Construction Input	0	£ -	28	£ 18,200	5	£ 2,265	0	£ -	0	£ -	0	£ -	0	£ -	£ 20,465
Project Reporting	1	£ 1,730	56	£ 36,400	57	£ 25,821	7	£ 4,865	1	£ 408	0	£ -	0	£ -	£ 69,224
Start up Grant	0	£ -	10	£ 6,500	15	£ 6,795	0	£ -	0	£ -	0	£ -	0	£ -	£ 13,295
Trust Company and Staffing	0	£ -	20	£ 13,000	14	£ 6,342	0	£ -	0	£ -	0	£ -	0	£ -	£ 19,342
Governance	0	£ -	16	£ 10,400	13	£ 5,889	0	£ -	5	£ 2,040	0	£ -	0	£ -	£ 18,329
Academy Registrations	0	£ -	0	£ -	5	£ 2,265	3	£ 2,085	0	£ -	0	£ -	0	£ -	£ 4,350
Employment Records and Appointments	6	£10,380	1	£ 650	13.5	£ 6,116	0	£ -	59	£ 24,072	0	£ -	0	£ -	£ 41,218
Financial Documentation/Systems	0	£ -	5	£ 3,250	0	£ -	36	£ 25,020	0	£ -	0	£ -	0	£ -	£ 28,270
Health and Safety	0	£ -	3	£ 1,950	17	£ 7,701	0	£ -	0	£ -	0	£ -	0	£ -	£ 9,651
ICT	0	£ -	2	£ 1,300	3	£ 1,359	0	£ -	0	£ -	18	£ 9,450	0	£ -	£ 12,109
Marketing and Collaboration	0	£ -	9	£ 5,850	15	£ 6,795	0	£ -	0	£ -	0	£ -	0	£ -	£ 12,645
Admissions and Exclusions	0	£ -	7	£ 4,550	20	£ 9,060	0	£ -	0	£ -	0	£ -	0	£ -	£ 13,610
Service Agreements	0	£ -	4	£ 2,600	3	£ 1,359	1	£ 695	0	£ -	0	£ -	0	£ -	£ 4,654
Education Brief	2	£ 3,460	10	£ 6,500	7	£ 3,171	1	£ 695	1	£ 408	1	£ 525	0	£ -	£ 14,759
Organisation of Learning	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	£ -
Every Child Matters	0	£ -	2	£ 1,300	5	£ 2,265	0	£ -	0	£ -	0	£ -	0	£ -	£ 3,565
Staff Policies	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	£ -
Environmental Improvements	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	0	£ -	£ -
For use by local authority															20,000
Legal advice															20,000
Total Implementation Days	9		223		231.5		48		71		28		0		611
Total Implementation Cost		£15,570		£144,950		£104,870		£ 33,360		£ 28,968		£ 14,700		£ -	£ 382,418