

DATED 31ST JULY 2007

- (1) SECRETARY OF STATE FOR EDUCATION AND SKILLS
- (2) UNITED LEARNING TRUST

SUPPLEMENTAL FUNDING AGREEMENT

RE: SWINDON ACADEMY

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

Ref: GRD/82548.14
Date: 19.7.07
WP No. 1392891-6

THIS AGREEMENT made 31ST JULY 2007

BETWEEN

(1) **THE SECRETARY OF STATE FOR EDUCATION AND SKILLS** (the "Secretary of State"); and

(2) **UNITED LEARNING TRUST**

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between The Secretary of State for Education and Skills and United Learning Trust and dated 19 October 2005 (the "**Master Agreement**").

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 Swindon Academy to be established at Beech Avenue, Pinehurst, Swindon;

"Capital Expenditure" shall include Capital Expenditure (as defined in the Master Agreement) incurred as well after as before the date on which the Academy opens and the Capital Cost Spreadsheet shall include all such expenditure;

"DCSF" means the Department for Children, Schools and Families; and

"the Pinehurst Site" means the site at Beech Avenue, Pinehurst, Swindon on which it is intended that the Academy will be sited.

1.3 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and 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 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 September 2007.

3 CAPITAL EXPENDITURE

3.1 The Cash Limit will be ~~£34,821,218~~: £34,412,378.00

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3.2 The Company's Contribution will be £1,500,000.

3.3 It has not been possible to agree the Capital Cost Spreadsheet, the Capital Cash Flow Programme or the architects' drawings and material specifications for the refurbishment of the Academy. Accordingly the parties will seek as soon as reasonably practicable to agree such documents and will when they have done so enter into an agreement supplemental to this Agreement and the Master Agreement substantially in the form annexed to this Agreement as Annex 2 to this Agreement ("the Capital Expenditure Agreement").

3.4 Payment of Capital Grant is conditional upon

3.4.1 exchange of the Capital Expenditure Agreement except to the extent that the Secretary of State shall have authorised the Company to incur Capital Expenditure in advance of that agreement;

3.4.2 save as mentioned in clause 3.4.1 the approval by the Secretary of State of the matters set out in Capital Cashflow Programme; and

3.4.3 the grant of planning permission on terms and conditions reasonably satisfactory to the parties for the development of the Pinehurst Site.

3.5 The Secretary of State agrees to pay Capital Grant to the Company in accordance with the Master Agreement, this Agreement and the Capital Expenditure Agreement.

4 IMPLEMENTATION GRANT

The Secretary of State agrees to pay Implementation Grant to the Company in accordance with Annex 3 to this Agreement.

5 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.

6 ALL THROUGH ACADEMY

The Academy will be an all through school commencing with pupils aged three in the nursery school and will be funded on that basis by the Secretary of State.

Accordingly:

- 6.1 The target areas referred to in clause 17 of the Master Agreement will also include a percentage of pupils achieving Level 4 or above at Key Stage 2 in English and Maths;
- 6.2 The Company will ensure that the English, Maths, Science and Information and Communications Technology ("ICT") are taught to pupils in Years 1 to 6 and that the overall curriculum for those years is sufficiently broad but has such depth as will enable pupils to be prepared adequately for study at Key Stage 3 whether at the Academy or any other mainstream educational institution, including any which does not share the Academy's specialism PROVIDED ALWAYS THAT the Company shall not be required to teach an individual pupil or group of pupils in one or more subjects where, in the opinion of the Principal of the Academy, it would be inappropriate to do so.
- 6.3 The Secretary of State will notify the National Assessment Agency ("NAA") of the existence of the Academy and the Company shall provide the NAA with such information as the NAA shall require for the purposes of enabling all pupils at the Academy to take part in and report to the NAA and its agencies on Key Stage 1, 2 and 3 assessments in English, Maths and Science (and from the academic year commencing in September 2008, ICT at appropriate stages) and for teacher assessments of pupil's performance in those subjects.
- 6.4 In respect of all Key Stages, the Company will submit to monitoring and moderation of its assessment arrangements and may choose to be monitored either:-
 - 6.4.1 by the Local Authority in whose area the Academy exists, with the consent of that Authority; or
 - 6.4.2 by an Agency accredited by the NAA.

but in either event shall notify the Secretary of State of the basis upon which it has chosen to be monitored, or any change to that choice. The NAA will conduct an annual audit of the monitoring arrangements. The Company shall comply in relation to the Academy with the relevant provisions of the 'Assessment and Reporting Arrangements' as published from time to time by the Qualifications and Curriculum Authority as they apply to maintained schools.

- 6.5 The results of any test or assessment conducted in accordance with clause 6.3 shall also be reported to the DCSF and/or the LEA as required and as set out in the Assessment and Reporting arrangements, in a format approved by the DCSF.

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 2014 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 11 of the Master Agreement or that the conditions and requirements set out in clauses 11 and 12 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 11 of the Master Agreement or is not meeting the conditions and requirements of clauses 11 and 12 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 Local 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 11 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 11 and 12 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 of the taking into account all other resources available to the Academy, including such funds as are set out in clause 86 of the Master Agreement and such other funds as are available to the Academy from other ULT academies ("**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 (provided it has complied with clause 37 of the Master Agreement) 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 chosen by agreement between the parties. If the parties fail to agree 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 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 the Expert's determination shall have been given to the parties.
- 7.13 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.

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 11 of the Master

Agreement, or is no longer meeting the conditions and requirements set out in clauses 11 and 12 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.
- 8.5 On the termination of this Agreement however occurring the Company shall repay to the Secretary of State a sum in respect of the Capital Grant made under clause 3.
- 8.6 The amount to be repaid to the Secretary of State in accordance with clause 8.5 shall be determined in accordance with subclauses 8.6.1 or 8.6.2 as appropriate.
 - 8.6.1 Where the Company retains the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the value of the assets belonging to the Company at the date of termination which were purchased wholly or in part with capital grants paid under this agreement. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original cost of those assets, whether that contribution was made on the establishment of the Academy or later;
 - 8.6.2 Where the Company disposes of the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the net proceeds of the realisation of the assets belonging to the Company at the date of termination, which were purchased wholly or in part with capital grants paid under this agreement. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the

original value of those assets whether than contribution was made on the establishment of the Academy or later.

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

8.7.1 The Company obtains his permission to invest the proceeds of sale for its charitable objects; or

8.7.2 The Secretary of State directs all or part of the repayment to be paid to the LEA.

9 **ANNEXES**

The Annexes to this Agreement form part of and are incorporated into this Agreement.

10 **THE MASTER AGREEMENT**

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

11 **ENGLISH LAW**

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

SIGNED by MATTHEW YOUNG
on behalf of The Secretary of State

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M R Young

SIGNED by GEORGEY DAVLET
on behalf of the Company

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ANNEXES TO THIS SUPPLEMENTAL AGREEMENT

| | |
|--|---------|
| Arrangements for Admission for pupils at the Academy | Annex 1 |
| Capital Expenditure Agreement (to which Capital Costs Spreadsheet and Capital Cash Flow Programme will be annexed) | Annex 2 |
| Implementation phase cashflow programme | Annex 3 |

ANNEX 1**Admissions Policy for Swindon Academy****PREAMBLE**

1. This document sets out the admission arrangements for Swindon Academy, throughout this document referred to as "the Academy". These arrangements are without prejudice to the provisions of Annex B to the Master Agreement. The document forms an annex to the Supplemental Agreement between United Learning Trust ('ULT') and the Secretary of State. References in this document to "parents" include guardians and carers

2. The Academy will comply with all relevant provisions of the statutory codes on admissions (the School Admissions Code and the School Admission Appeals Code of Practice) as they apply at any given time to maintained schools and with the law on admissions as it applies to maintained schools. Reference in the codes to admission authorities shall be deemed to be references to ULT. References to "the LA" shall be deemed to be references to Swindon Borough Council and references to "the Admissions Forum" to be to the Swindon Admissions Forum. In particular, the Academy will take part in the Admissions Forum set up by the LA and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA.

3. Notwithstanding these arrangements, the Secretary of State may direct the Academy to admit a named pupil to the Academy on application from an LA. Before doing so the Secretary of State will consult the Academy.

ADMISSION ARRANGEMENTS TO BE APPROVED BY SECRETARY OF STATE

4. The admission arrangements of the Academy for the year 2007/2008 and, subject to any changes approved by the Secretary of State, for subsequent years are:

- a) Year 7 Secondary Phase (11-18): Will have an admission number of 180 less the number of children transferring from the Primary phase of the Academy in accordance with paragraph 8 below.
- b) The Reception year of the Primary phase (4-11): Will have an admission number of 60.
- c) The Nursery (3-4): Will have an admission number of 26 Full Time Equivalent pupils. This will consist of 52 sessional (12.5 hrs/week) places.

The Academy may set a higher admission number as its published admission number for any specific year. Before setting an admission number higher than its agreed admission

Comment [c1]: Strictly the Secondary Phase is 11-16. These are the age groups to which the admissions number of 180 applies. The post 16 section is dealt with separately, I think.

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number, the Academy will consult those listed at paragraph 22 below. Students will not be admitted above the published admission number unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

Process of application (Secondary Phase)

5.1 Applications for places at the Academy will be made in accordance with the LA's co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by the LA. The Academy will use the following timetable for applications each year (exact dates within the months may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the Admissions Forum or LA:

- a) September - The Academy will publish in its prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (e.g. in September 2007 for admission in September 2008). This will include details of open evenings and other opportunities for prospective students and their parents to visit the school. The Academy will also provide information to the LEA for inclusion in the composite prospectus, as required;
- b) September/October - The Academy will provide opportunities for parents to visit the Academy;
- c) October- Common Application Form to be completed and returned to the LA to administer;
- d) November - LA sends application details to Academy;
- e) January - Academy returns ranked list, based on admissions criteria, of all applications to LA;
- f) February - LA applies agreed scheme for local schools, informing other Local Authorities of offers to be made to their residents;
- g) 1st March offers made to parents by LA;
- h) 22nd March-Deadline for parents to accept or refuse the offer of a place.

Process of Application (Primary Phase)

5.2 Children will normally be admitted in the September of the academic year in which they reach their fifth birthday. Children born from September 1st to the following August 31st inclusive will be offered a full-time place from September. Parents have the right to defer their child's admission to the Academy to the start of any subsequent term which occurs before the child has passed his/her fifth birthday. In such circumstances, a place can be held

open during the same academic year, for any child providing the offer of a place has been made and accepted during the normal admissions round. Parents seeking such a deferment will be required to make this clear at the time of application. The Academy will use the following timetable for applications each year (exact dates within the months may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the Admissions Forum or LA:

- a) December- Common Application Form to be completed and returned to the LA to administer;
- b) January-LA sends application details to the Academy;
- c) February-Academy returns ranked list, based on admissions criteria, of all applications to the LA;
- d) LA applies agreed scheme for local schools;
- e) 8th March-LA informs Academy of final admissions list;
- f) 16th March-Offers made to parents by LA;
- g) April-Deadline for parents to accept or refuse the offer of a place.

Consideration of applications

6. The Academy will consider all applications for places. Where the number of applications received is less than the published admission number, the Academy will offer places to all those who have applied.

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

8. Children in year 6 of the Primary phase, whose parents wish them to continue at the Academy in Year 7, are entitled to do so if their parents make an application to the Academy for this to happen.

9. Applications to the Academy which are received after the deadline will be considered after the other applications have been dealt with.

Procedures where the Academy is oversubscribed (Secondary and Primary Phases)

10. Where the number of applications for admission is greater than the published admissions number, applications will be considered against the criteria set out below. After the admission of students 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:

Criteria applied to admissions for the academic years 2007-8 and 2008-9:

- a) A child in the care of the local authority or provided with accommodation by the authority (as defined by section 22 of the Children Act 1989).
- b) Any child who has a long term and seriously disabling medical, physical or psychological condition which would mean that the child's health would be at major risk if she or he was not offered a place at the Academy. Any request made for these reasons will need the written support of the senior clinical medical officer for the area in which the child lives, together with other professional medical reports as appropriate. This support must show that it is essential for the child concerned to go to the Academy rather than any other school. It is the parent's responsibility to provide all necessary medical documentation.
- c) Any child living within the Academy's designated area that has a sibling who will be at the Academy at the time he or she is due to start (other than students who at the time are in the sixth form but were not previously in the lower years).
- d) Other children living in the Academy's designated area, with priority given to those living closest to the Academy, measured as a straight line between the academy and the child's permanent address.
- e) Any child not living in the Academy's designated area who has a sibling at the Academy and who will be at the academy at the same time as he or she is due to start (other than students who at the time are in the sixth form but were not previously in the lower years).
- f) Children not living in the Academy's designated area, with priority given to those living closest to the Academy, measured as a straight line distance between the Academy and the child's permanent address.

A child's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence can be requested at any time throughout the admissions process. Distance is measured as a straight line from the centre point of the rooftop of the child's permanent address to the centre of the rooftop of the school. For applications for 2007/8 and 2008/9, the Academy rooftop used for this purpose will be deemed to be that of

the existing Headlands School (for the Secondary Phase) and the existing Pinehurst Infant School (for the Primary Phase).

The term "sibling" means a full, step, half, adopted or fostered brother or sister, but not cousins, who lives at the same permanent address. The Academy reserves the right to ask for proof of relationship.

Criteria applied to admissions for the academic year 2009-10 and subsequent years:

The following criteria may, subject to obtaining the approval of the Secretary of State and after consultation with those mentioned in paragraph 22 below, be amended following publication of the results of the review of admissions being carried out by the Admissions Forum and the LA.

- a) Children in the care of the local authority or provided with accommodation by the local authority (as defined by section 22 of the Children's Act 1989).
- b) Children who have specific medical needs, social needs and special needs where the application is supported by written specific professional advice as to why admission to the Academy is necessary. The definition as to what constitutes medical, social and special needs within the scope of this provision will be available in writing to parents in the prospectus as part of the admissions policy. It is the responsibility of parents to show that it is essential for the child to attend the Academy rather than any other school.
- c) Siblings of students who will be attending the Academy on the date when the applicant would be admitted other than students who at the time are in the sixth form but were not previously in lower years. The term "sibling" means a full, step, half, adopted or fostered brother or sister, but not cousins, who lives at the same permanent address. The Academy reserves the right to ask for proof of relationship.
- d) Children whose permanent address is closest to the Academy. The distance which determines how close the child lives to the Academy is the shortest walking distance along public highways and footpaths between the door of the student's permanent address and the nearest entrance to the Academy's main building. A child's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence can be requested at any time throughout the admissions process.

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

Process of Application (Nursery)

11. Children will be admitted to the Academy's nursery on a sessional basis (2.5 hours per day/12.5 hours per week) at the beginning of the academic year they become four. The

Academy will offer up to 52 such sessional places. All applications will be made on the Academy's Nursery Application Form and submitted to the Academy by the final term day in the December preceding the year of entry. Offers will be made to parents on the same date as indicated in paragraph 5.2 (f) above. The taking up of a nursery place does not, in itself, give a right to a place at the Academy for the Reception year.

Procedures where the Academy's Nursery is oversubscribed

12. In the event of oversubscription, the following criteria will be applied in priority order.

Criteria applied to admissions for the academic years 2007-8 and 2008-9:

- a) A child in the care of the local authority or provided with accommodation by the authority (as defined by Section 22 of the Children Act 1989)
- b) Any child who has a long term and serious disabling medical, physical or psychological condition which would mean that the child's health would be at major risk if he or she was not offered a place at the Academy. Any request made for these reasons will need the written support of the senior clinical medical officer for the area in which the child lives, together with other professional medical reports as appropriate. This support must show that it is essential for the child concerned to go to the Academy rather than any other nursery. It is the parent's responsibility to provide all the necessary medical documentation. Child Health will assess the evidence.
- c) Children with siblings attending the other phases of the Academy other than students who at the time are in the sixth form but were not previously in lower years. The term "sibling" means a full, step, half, adopted or fostered brother or sister, but not cousins, who lives at the same permanent address. The Academy reserves the right to ask for proof of relationship.
- d) Children who live within the Academy's designated area.
- e) Children who live outside the Academy's designated area.

If places remain available they may be offered to children whose third birthday falls between 1st September-31st March.

- Children born between 1st September-31st December will be admitted from the start of the Spring term.
- Children born between 1st January-31st March will be admitted from the start of the summer term.

Once admission has been agreed for a child to start later in the academic year, the arrangement is binding on both parties.

Within all criteria, priority will be given to the oldest children.

Criteria applied to admissions for the academic year 2009-10 and subsequent years:

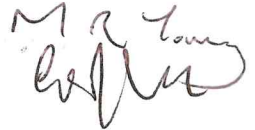
The following criteria may, subject to obtaining the approval of the Secretary of State and after consultation with those mentioned in paragraph 22 below, be amended following publication of the results of the review of admissions being carried out by the Admissions Forum and the LA.

- a) Children in the care of the local authority or provided with accommodation by the local authority (as defined by section 22 of the Children's Act 1989).
- b) Children who have specific medical needs, social needs and special needs where the application is supported by written specific professional advice as to why admission to the Academy is necessary. The definition as to what constitutes medical, social and special needs within the scope of this provision will be available in writing to parents in the prospectus as part of the admissions policy. It is the responsibility of parents to show that it is essential for the child to attend the Academy rather than any other school.
- c) Siblings of students who will be attending the Academy on the date when the applicant would be admitted other than students who at the time are in the sixth form but were not previously in lower years. The term "sibling" means a full, step, half, adopted or fostered brother or sister, but not cousins, who lives at the same permanent address. The Academy reserves the right to ask for proof of relationship.
- d) Children whose permanent address is closest to the Academy. The distance which determines how close the child's permanent address is to the Academy is the shortest walking distance along public highways and footpaths between the door of the student's permanent address and the nearest entrance to the Academy's main building. A child's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence can be requested at any time throughout the admissions process.

If places remain available they may be offered to children whose third birthday falls between 1st September-31st March.

- Children born between 1st September-31st December will be admitted from the start of the Spring term.
- Children born between 1st January-31st March will be admitted from the start of the summer term.

~~Comment [c2]: I'm just checking my understanding on this. For applications, the tie break is the age of the child not the distance from the academy. Is this a correct interpretation?~~



Once admission has been agreed for a child to start later in the academic year, the arrangement is binding on both parties.

Arrangements for admission to post 16 provision

13. The Academy will publish specific criteria in relation to minimum entrance requirements for each course available based upon GCSE grades or other measures of prior attainment. The detailed information will be contained in the sixth form prospectus published annually.

14. Children already on roll are entitled to transfer to the sixth form if they meet the published standards for entry.

15. The Academy has an agreed admission number of 10 students to the sixth form additional to those in the Academy's year 11 cohort who wish to continue with their education post 16. If the sixth form is oversubscribed the following criteria will be used to determine which external students to admit:

- a) applicants whose permanent address is closest to the Academy. The distance which determines how close the applicant's permanent address is to the Academy is the shortest walking distance along public highways and footpaths between the door of the applicants permanent address and the nearest entrance to the Academy's main building.

Operation of waiting lists in the Academy

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

17. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in this document. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

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

18. Subject to any provisions in the LA's co-ordinated admission arrangements relating to applications submitted for years other than the normal year of entry, the Academy must consider all such applications and, if the year group applied for has a place available, admit

the child. However, within the exceptional circumstances set out in paragraph 3.13 of the School Admissions Code, the Academy may refuse to admit a challenging child where there are places available on the grounds that admission would prejudice the provision of efficient education or the efficient use of resources. If more applications are received than there are places available, the oversubscription criteria shall apply. Parents whose application is turned down are entitled to appeal.

Transitional Arrangements

19. Pupils of the predecessor schools will, subject to complying with any applicable requirements published in accordance with paragraph 14, be entitled to transfer to the Academy.

Appeals

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

ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

21. Unless no change is proposed in its admissions arrangements, the Academy shall consult each year on its proposed admission arrangements.

22. The Academy will consult by 1 March:

a) The LA;

b) Any other admission authorities for primary and secondary

schools located within the relevant area for consultation set by the LA;

c) Any other governing body for primary and secondary schools (as far as not falling within paragraph (b)) located within the relevant area for consultation.

Determination and publication of admission arrangements

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

Publication of admission arrangements

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

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

25. The published arrangements will set out:

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

Representations about admission arrangements

26. Where any of those bodies that were consulted, or that should have been consulted, make representations to the Academy about its admission arrangements, the Academy will consider such representations before determining the admission arrangements. Where the Academy has determined its admission arrangements and notified all those bodies that it has consulted and any of those bodies object to the Academy's admission arrangements they can make representations to the Secretary of State. The Secretary of State will consider the representation and in so doing will consult the Academy. Where he judges it appropriate, the Secretary of State may direct the Academy to amend its admission arrangements.

27. Those consulted have the right to ask the Academy to increase its proposed published admissions number for any year. Where such a request is made, but agreement cannot be reached locally, they may ask the Secretary of State to direct the Academy to

increase its proposed published admissions number. The Secretary of State will consult the Academy and will then determine the published admission number.

28. In addition to the provisions at paragraphs 26 and 27 above, the Secretary of State may direct changes to the Academy's proposed admission arrangements and, in addition to the provisions above, the Secretary of State may direct changes to the proposed published admissions number.

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

29. Once the admission arrangements have been determined for a particular year and published, the Academy will propose changes only if there is a major change of circumstances. In such cases, the Academy must notify those consulted under paragraph 22 above of the proposed variation and must then apply to the Secretary of State setting out:

- a) the proposed changes;
- b) reasons for wishing to make such changes;
- c) any comments or objections from those entitled to object.

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

30. The Secretary of State will consider applications from the Academy to change its admission arrangements only when the Academy has notified and consulted on the proposed changes as outlined at paragraph 22 above.

31. Where the Academy has consulted on proposed changes the Academy must secure the agreement of the Secretary of State before any such changes can be implemented. The Academy must seek the Secretary of State's approval in writing, setting out the reasons for the proposed changes and passing to him any comments or objections from other admission authorities/other persons.

32. The Secretary of State can approve, modify or reject proposals from the Academy to change its admission arrangements.

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

ANNEX 2

CAPITAL EXPENDITURE AGREEMENT

THIS AGREEMENT made 2007

BETWEEN

1. THE SECRETARY OF STATE FOR EDUCATION AND SKILLS; and
2. UNITED LEARNING TRUST

IS SUPPLEMENTAL TO:

- (A) The master funding agreement made between The Secretary of State for Education and Skills and United Learning Trust and dated 19 October 2005 (the "**Master Agreement**"); and
- (B) The Supplemental Agreement made between the same parties and dated 2007 in relation to Swindon Academy (the "**Supplemental Agreement**").

1 DEFINITIONS AND INTERPRETATION

- 1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement or Supplemental Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement or Supplemental Agreement.
- 1.2 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

2 CAPITAL EXPENDITURE

- 2.1 The Capital Cost Spreadsheet is attached to this Agreement as Annex 1.
- 2.2 The Capital Cashflow Programme is attached to this Agreement as Annex 2.
- 2.3 The architect's drawings and material specifications for the construction/refurbishment of the Academy is attached to this Agreement as Annex 3.

2.4 The Secretary of State will pay Capital Grant in accordance with the Master Agreement, the Supplemental Agreement and this Agreement.

3 ANNEXES

3.1 The Annexes to this Agreement form part of and are incorporated into this Agreement.

4 THE MASTER AGREEMENT

4.1 The Master Agreement and Supplemental Agreement shall continue in full force and effect.

5 ENGLISH LAW

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

ANNEX 3

PLANNED IMPLEMENTATION PHASE EXPENDITURE

City Academy: Swindon

| Estimated Cash Flow (Figures to include VAT) | TOTAL | | | | | | | | | | | | |
|---|----------------|-----------------|---------------|---------------|----------------|---------------|---------------|----------------|----------------|---------------|----------------|----------------|----------------|
| | Mth January | Mth February | Mth March | Mth April | Mth May | Mth June | Mth July | Mth August | f. | | | | |
| Academy lead in costs | 12,396 | 12,396 | 31,313 | 31,313 | 31,313 | 31,313 | 31,313 | 31,313 | 31,313 | 31,313 | 31,313 | 31,313 | 212,667 |
| Project Management | 12,541 | 12,541 | 12,541 | 12,541 | 12,541 | 12,541 | 12,541 | 12,541 | 12,541 | 12,541 | 12,541 | 12,541 | 100,332 |
| School Development | 6,500 | 5,100 | 5,000 | 5,100 | 48,905 | 17,725 | 14,625 | 48,905 | 48,905 | 48,905 | 48,905 | 48,905 | 151,860 |
| Staff Policy | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 4,299 | 34,391 |
| Finance And Marketing | 5,116 | 5,116 | 5,116 | 5,116 | 5,116 | 5,116 | 5,116 | 5,116 | 5,116 | 5,116 | 5,116 | 5,116 | 40,927 |
| Building Project | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 3,125 | 25,000 |
| Other | 2,667 | 5,500 | 4,167 | 1,500 | 1,500 | 4,167 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 | 22,500 |
| TOTAL | 46,644 | 48,077 | 65,560 | 62,994 | 106,799 | 78,285 | 72,519 | 106,799 | 106,799 | 72,519 | 106,799 | 106,799 | 587,676 |