

DATED

26 February

2007

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

SUPPLEMENTAL FUNDING AGREEMENT
RE: WILLIAM HULME'S GRAMMAR SCHOOL

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

Ref: GRD/82548.28
Date: 21.2.07
WP No. 1334738.4

THIS AGREEMENT made 26 February 2007

BETWEEN

(1) **THE SECRETARY OF STATE FOR EDUCATION AND SKILLS**; and

(2) **UNITED LEARNING TRUST**

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties 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 William Hulme's Grammar School to be established as an academy at Spring Bridge Road, Manchester M16 8PR, the site of the existing William Hulme's Grammar School;

"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; and

"the Trustees" means the trustees for the time being of William Hulme's Grammar School Foundation.

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 Modern Foreign Languages and Science.

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 £9,500,000.

3.2 The Company's Contribution will be £950,000.

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 the exchange of that agreement;

3.4.2 a lease being granted by the Trustees to the Company upon terms reasonably satisfactory to the Company and the Secretary of State;

3.4.3 planning permission being granted to the Company to carry out works to the premises to be demised to the Company by the Trustees upon terms and conditions reasonably satisfactory to the Company and the Secretary of State; and

3.4.4 save as mentioned in clause 3.4.1 the approval by the Secretary of State of the matters set out in Capital Cashflow Programme.

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 9 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 DfES and/or the LEA as required and as set out in the Assessment and Reporting arrangements, in a format approved by the DfES.

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 6.8 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 7 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 8 and 9 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 7.5 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 WILLIAM HULME'S GRAMMAR SCHOOL FOUNDATION

9.1 If by 1 September 2008 The Charity Commission shall not have made the requisite order or scheme or otherwise have given such consents as may be required to enable the Trustees to grant a lease to the Company on terms reasonably satisfactory to the Company and the Secretary of State either party may by written notice to the other of them given by not later than 30 September 2008 terminate this Agreement on 31 August 2009.

9.2 In the event that this Agreement has been terminated in accordance with clause 9.1 the Secretary of State will indemnify the Company and keep the Company fully and effectively indemnified from and against all costs, expenses, losses, claims and liabilities (to the intent that this indemnity will apply to all professional fees and expenses incurred by the Company in obtaining advice on or handling any claim) arising directly or indirectly as consequence of the Company seeking to establish and/or operate the Academy in accordance with this Agreement.

10 ANNEXES

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


11 THE MASTER AGREEMENT

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

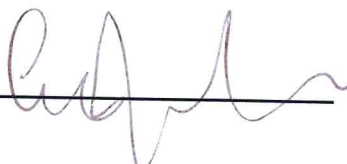
12 ENGLISH LAW

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

SIGNED by Neil Flint)
on behalf of The Secretary of State)



SIGNED by Christine Davie)
on behalf of the Company)



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**THE ADMISSION OF PUPILS TO WILLIAM HULME'S GRAMMAR SCHOOL**

1. This document sets out the admission arrangements for William Hulme's Grammar School ("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 the Company and the Secretary of State. Any changes to the arrangements set out in this document must be approved in advance by the Secretary of State. References in this document to "parents" include guardians and carers.

2. The Company will act in accordance with all relevant provisions of the statutory codes of practice (the School Admissions Code of Practice 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 the Company. In particular, the Academy will take part in the Admissions Forum set up by Manchester City Council ("MCC") and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by MCC.

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

ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE

4.1 The Academy will have the following agreed admission numbers for the academic year 2007/8:

- a) Year 7 Senior school (11-18): 100 less the number of children transferring from the Junior school of the predecessor school to the Academy in accordance with paragraph 11 below;
- b) the Reception year of the Junior school (4-11): 25 less the number of children transferring from the Pre-school of the predecessor school to the Academy in accordance with paragraph 10 below; and
- c) the Pre-school: 25.

4.2 Pupils of the predecessor school (but not those who attend the Pre-school at Wilbraham Road) will, subject to complying with any applicable requirements published in accordance with paragraph 15, will be entitled to transfer to the Academy if their parents make an application to the Academy for them to do so.

5.1 Subject to any changes approved by the Secretary of State, for subsequent academic years:-

- a) the agreed admissions number for year 7 of the Senior school (11-18) will be 120 less the number of children transferring from the Junior school in

accordance with paragraph 11 below;

b) the agreed admissions number for the Reception year of the Junior school (4-11) will be 25;

c) the agreed admissions number for the Pre-school (3-4) will be 25.

5.2 The Academy may set a higher admission number as its published admission number for any specific year. Before setting an admission number higher than its agreed admission number, the Academy will consult those listed at paragraph 22 below. Pupils 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

6.1 Applications for places at the academy for the academic year 2007/8 will be made directly to the Academy and will not be part of MCC's coordinated admissions arrangements.

6.2 Applications for places at the Academy from September 2008 will be made in accordance with MCC's co-ordinated primary and secondary admission arrangements and will be made on the Common Application Form provided and administered by the MCC. The Academy may ask parents to complete a supplementary information form, where sufficient information for the consideration of the application by the Academy is not available from the information supplied in the Common Application Form.

The Academy will use the following timetable for applications each year (exact dates may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the MCC Admissions Forum:

- a) September - The Academy will publish in its prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (eg in September 2007 for admission in September 2008). This will include details of open evenings and other opportunities for prospective pupils and their parents to visit the school. The Academy will also provide information to MCC for inclusion in the composite prospectus, as required;
- b) September/October - The Academy will provide opportunities for parents to visit the Academy;
- c) October/November – Common Application Form to be completed and returned to MCC to administer
- d) November/Early December - MCC to send applications to Academy
- e) December – Academy arranges for applicants to sit fair banding tests and aptitude tests.

- f) January - Academy sends list of pupils to be offered places to MCC
- g) February - MCC applies agreed scheme for own schools, informing other LAs of offers to be made to their residents.
- h) 1st March - offers made to parents by MCC on behalf of the Academy.

Consideration of applications for Pre-school

7. The Academy will consider all applications for places for the Pre-school. Where fewer than 26 applications are received, the Academy will offer places to all those who have applied.

Procedures where the Academy is oversubscribed (Pre-school)

8. Where the number of applications for admission is greater than the published admissions number, applications for the Academy Pre-school will be considered against the criteria set out below:-
- a) Children who are looked after by a local authority in accordance with Section 22 of the Children Act 1989 at the date of the relevant applications for admission is made and who the local authority has confirmed will continue to be looked after by it in accordance with the said section at the time they are admitted to the Academy.
 - b) Children for whom it is essential to be admitted to the Pre-school because of special circumstances to do with significant medical or social needs evidenced by written professional advice. The definition of what constitutes medical or social needs for this purpose will be set out in the Academy's prospectus.
 - c) Children who, on the date of admission, will have an older sibling on the roll of the Academy. The term "sibling" means a full, step, half, adopted or fostered brother or sister, but not cousins, who will be living permanently with them at the same address at the date of their entry to the Academy. The Academy may require proof of relationship.
 - d) The remaining places will be offered to children living nearest to the Academy on the close of the admission application date. The distance will be measured as the direct line distance between the child's permanent address to Academy's main entrance, in Spring Bridge Road.

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

Consideration of applications (Junior and Senior school)

9. The Academy will consider all applications for places for the junior and senior schools. Where the number of applications are not more than the published admission number, the Academy will offer places to all those who have applied.

10. Children attending Pre-school at the Academy's predecessor school in the academic years 2006/7 (but not those who attend the Pre-school at Wilbraham Road) will have priority for Junior school places for the academic year 2007/8. Priority **will not** be given from the academic year 2008/9 onwards

11. Children in Year 6 of the Junior school 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 them to do so.

Procedures where the Academy is oversubscribed (Junior and Senior school)

12. Where the number of applications for admission is greater than the number of places available, applications for the Junior and Senior schools will, subject as provided in paragraph 13 below, be considered against the criteria set out below. After the admission of pupils to which paragraph 11 above applies and pupils with statements of Special Educational Needs where the Academy is named on the statement, the following criteria will be applied in the order in which they are set out below:

- a) 10% of pupils will be admitted on the basis of aptitude in Modern Foreign Languages (MFL), using a specified assessment process (Year 7 only).
- b) Children who are looked after by a local authority in accordance with Section 22 of the Children Act 1989 at the date of the relevant applications for admission is made and who the local authority has confirmed will continue to be looked after by it in accordance with the said section at the time they are admitted to the Academy.
- c) Pupils for whom it is essential to be admitted to the Junior school or the Senior school because of special circumstances to do with significant medical or social needs evidenced by written professional advice. The definition of what constitutes medical or social needs for this purpose will be set out in the Academy's prospectus.
- d) Pupils who, on the date of admission, will have an older sibling on the roll of Academy. The term "sibling" means a full, step, half, adopted or fostered brother or sister, but not cousins, who will be living permanently with them at the same address at the date of their entry to the Academy. The Academy may require proof of relationship.
- e) Of the remaining places:-
 - half will be offered to pupils living nearest to the Academy on the close of the admission application date. The distance will be measured as the direct line distance between the child's permanent address to the Academy's main entrance in Spring Bridge Road.
 - The other half will be offered to remaining applicants. Random allocation will be applied by allocating each applicant a number which will be randomly sorted by a computer programme. The

process will be overseen by an independent scrutineer.

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

13. Banding will be applied to the Year 7 applications referred to in sub paragraphs (b) – (e) of paragraph 12 above to ensure a comprehensive intake.

Operation of waiting lists

14. Where in any year the Academy receives more applications for places than there are places available, a waiting list will operate. 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. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraphs 8 and 12 above (as applicable). Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for admission to Post 16 provision

15. 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. Children already on roll are entitled to transfer to the Sixth Form if they meet the published standards for entry. If the Sixth Form is oversubscribed the Academy will operate a waiting list.

Arrangements for admitting pupils to other year groups, including to replace any pupils who have left the Academy

16. Subject to any provisions in the MCC's co-ordinated admission arrangements relating to applications submitted for academic years other than the normal academic year of entry, the Academy must consider all such applications and if the year group applied for has a place available, admit the child. If more applications are received than there are places available, the oversubscription criteria (other than the criterion related to aptitude to MFL) shall apply.

Arrangements for admission of pupils as the Academy builds to its full capacity

17. The Academy will open on 1 September 2007 with published admission numbers relating solely to pupils in Year 7, the Reception Year of the Junior school and the Pre-school.

18. 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. However, each year group in the Senior school that has been automatically transferred from the predecessor school will have a maximum

capacity of not more than the relevant year group in the predecessor school.

Exclusions from other schools

19. Notwithstanding any other provision of this document, the Academy may refuse admission to applicants who have been excluded from two or more other schools where one of such exclusions took place within the two preceding years. One of the exclusions must have occurred after the 1st September 1997. Exclusions which took place before the child concerned reached compulsory school age do not count for this purpose. The Academy may also refuse admission to a child (other than in the normal year of entry) in the specific and limited circumstances described in paragraph 7.7 of the statutory Code of Practice. In all the circumstances described in this paragraph, however, the Secretary of State may direct the Academy to admit such a child and that direction shall be binding on 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 Schools Admissions Appeals (the "Code") published by the Department for Education and Skills as it applies to Foundation or Voluntary Aided Schools. The determination of the appeal panel will be made in accordance with the Code and will be 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. The Academy shall consult each year on its proposed admission arrangements.

22. The Academy will consult by 1 March:

- a) MCC;
- b) Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by MCC;
- 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 MCC;
 - b) copies being sent to the offices of MCC;
 - c) copies being made available without charge on request from the Academy;
 - d) copies being sent to public libraries in the area of MCC 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 whom 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 academic 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 paragraphs 21 and 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 the proposed changes as outlined at paragraphs 21 and 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 same parties and dated 19 October 2005 (the "**Master Agreement**"); and
- (B) The Supplemental Agreement made between the same parties and dated x in relation to William Hulme's Grammar School (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: William Hulme

Estimated Cash Flow (Figures to include VAT)	PM Task No.	FY 07 - 08												TOTAL
		FY 06 - 07						FY 07 - 08						
		Mth February	Mth March	Mth April	Mth May	Mth June	Mth July	Mth August						
Academy lead in costs	-	26,244	26,244	26,244	26,244	26,244	26,244	26,244	26,244	26,244	26,244	26,244	26,244	183,706
Project Management	1, 14 - 16	44,113	44,113	44,113	44,113	44,113	44,113	44,113	44,113	44,113	44,113	44,113	44,113	308,790
School Development	2 - 5	5,875	5,875	5,875	5,875	5,875	5,875	5,875	5,875	5,875	5,875	5,875	5,875	41,125
Staff Policy	6 - 7	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	32,900
Finance And Marketing	8, 9, 13	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	32,900
Building Project	10 - 12	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	32,900
Other	-	15,107	15,107	15,107	15,107	15,107	15,107	15,107	15,107	15,107	15,107	15,107	15,107	105,750
TOTAL		105,439	105,439	105,439	105,439	105,439	105,439	105,439	105,439	105,439	105,439	105,439	105,439	738,071