



Department  
for Education

# Mainstream

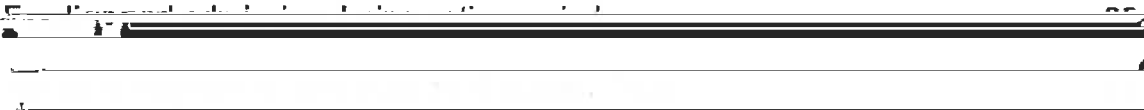
March 2018 v6

Galop Community School and College



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Additional clauses will be supplied by your project lead if needed.

Descriptor	Amendment
4 G-4.H	References to "Academy Trust" have been changed to lower case where this is referring to a different academy trust to The Sigma Trust. References to "coasting" have been changed to lower case to reflect
Execution Clause	
11	



1. **ESTABLISHING THE ACADEMY**

1.A This Agreement made between the Secretary of State for Education and The Sigma Trust is supplemental to the master funding agreement made between the same parties and dated 20 DECEMBER 2018 (the "Master Agreement").

**Definitions and interpretation**

1.B Except as expressly provided in this Agreement words and expressions

~~defined in the Master Agreement will have those same meanings in this Agreement.~~

defined in the Master Agreement will have those same meanings in this Agreement. have the meaning set out in sections

1.C The following capitalised words and expressions will have the following meanings:

"The Academy" means Colne Community School and College.

"Termination Warning Notice"

"Coasting" has the meaning given by regulations under subsection (3) of section

60B of the Education and Inspections Act 2006 in relation to a school to which that section applies.

1.E References in this Agreement to [redacted] will, unless otherwise

## The Academy

4.1 The Academy is a Mainstream Academy as defined in clause 4.1 of the

[REDACTED]

## 2. RUNNING OF THE ACADEMY

### Teachers and staff

2.1 Subject to clause 2.1.2 and 7.1 of this Agreement and section 67 of the

[REDACTED]

Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is



2.J Not used.

2.K Not used.

2.L The Secretary of State may:

a) direct the Academy Trust to admit a named pupil to the Academy:

i. following an application from an LA including complying with a school attendance order as defined in section 437 of the

Education Act 1996. Before doing so the Secretary of State will

[REDACTED]

2.M Not used.

2.N Not used.

2.O Not used.

2.P The Academy Trust must make arrangements to ensure an independent

[REDACTED]

appeals panel is established for the Academy and its clerk and members are

consultation requirements in relation to admission arrangements is that

[REDACTED]

accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999

[REDACTED]

### Curriculum

2.5. If the LA fails to refer to the relevant area determined by the LA for

[REDACTED]

education and religious worship provided by the Academy in accordance with

2.17 Subject to clause 2.14, where the academy has not been designated with a

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

religious character (in accordance with section 124B of the School

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Standards and Framework Act 1998 or further to section 6(8) of the  
Academies Act 2010):

Guidance.

### 3. GRANT FUNDING

#### Calculation of GAG

3A-3D. Not used.

3.E The Secretary of State will calculate GAG based on the pupil count at the Academy. In order to calculate GAG for the Academy Financial Year in which the Academy opens, the pupil count will be determined on the same basis as

[REDACTED]

[REDACTED]

that used by the relevant LA for determining the budget of the maintained Predecessor School.

3.F For Academy Financial Years after that referred to in clause 3.E, the basis of the pupil count for determining GAG will be:

a) for pupils in Year 11 and below, the formula which is in use at the time that the relevant LA is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and

b) for pupils in Year 12 and above, the formula which is in use at the time

[REDACTED]





4.A The Academy Trust must:

[REDACTED]

the Land is transferred to the Academy Trust prior to the date of this agreement, or otherwise within 28 days of the transfer of the Land to

[REDACTED]

**Obligations of the Academy Trust**

[REDACTED]

- a) grant any consent or licence; or

- b) create or allow any encumbrance; or
- c) part with or share possession or occupation; or
- d) enter into any onerous or restrictive obligations

**Option**

The Academy Trust grants and the Secretary of State accepts an option (the "Option") to acquire all or part of the Land at nil consideration. The Secretary of State may exercise the Option in writing on termination of this Agreement. If the Option is exercised, completion will take place 28 days after the exercise.

4.D The Academy Trust grants and the Secretary of State accepts an option (the

"Option") to acquire all or part of the Land at nil consideration. The Secretary of State may exercise the Option in writing on termination of this Agreement. If the Option is exercised, completion will take place 28 days after the exercise.



Academy Trust must use its best endeavours to procure all necessary consents in order to enable it to share occupation of the Land with the incoming academy trust and to provide the incoming academy trust with security of tenure over the Land occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The

Secretary of State shall meet the necessary and reasonable costs incurred by

the Academy Trust in connection with this clause.

4.1 For the purposes of clause 4.G:

- a) a basic need will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing

## 5. TERMINATION

### Termination by either party

5.A Either party may give at least seven Academy Financial Years' notice to

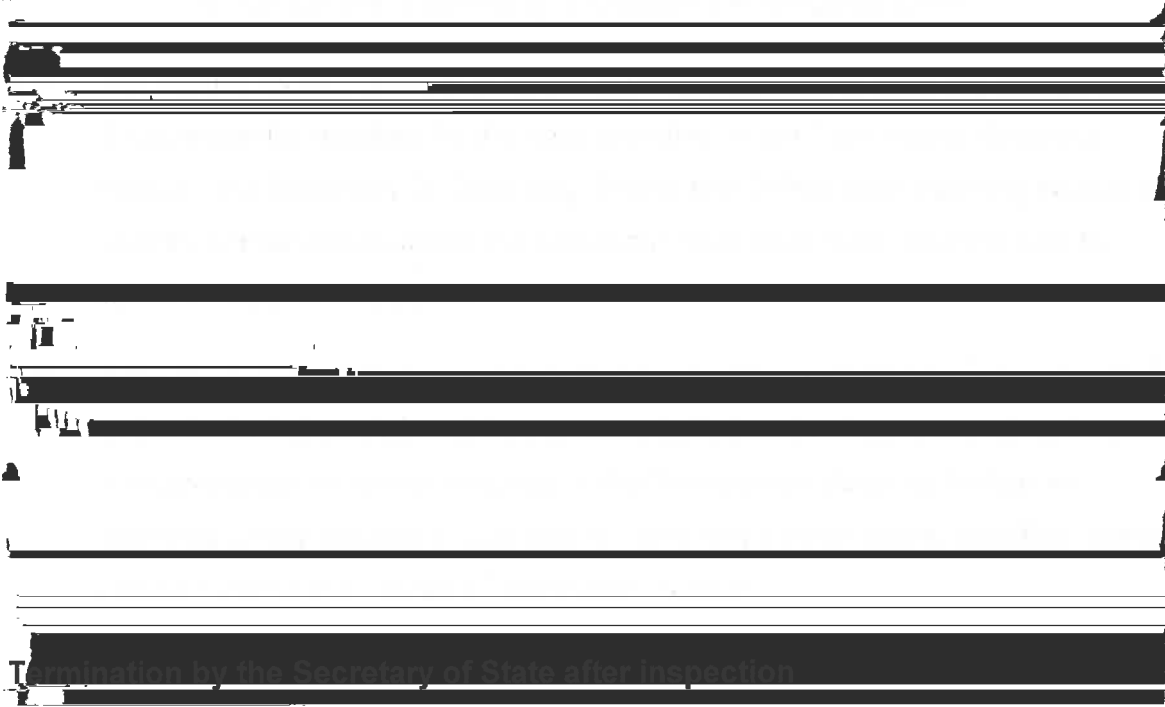
### Termination Warning Notice

5.B The Secretary of State may serve a Termination Warning Notice where it

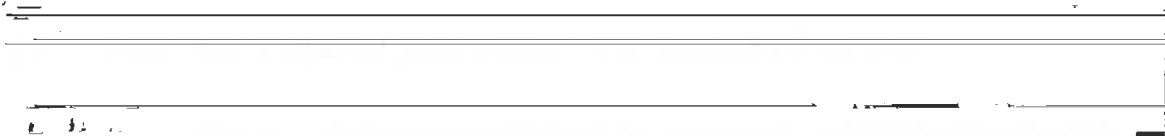
- c) there has been a serious breakdown in the way the Academy is managed or governed; or
- d) the safety of pupils or staff is threatened, including due to breakdown of discipline; or
- e) the Academy is Coasting provided he has notified the Academy Trust that it is Coasting.

**5.C A Termination Warning Notice served under clause 5.B will specify:**

- a) the action the Academy Trust must take;
- b) the date by which the action must be completed; and
- c) the date by which the Academy Trust must make any representations,



**Termination by the Secretary of State after inspection**



or

- b) the Academy requires significant improvement

the Secretary of State may serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations.

5.G In deciding whether to give notice of his intention to terminate under clause 5.F, the Secretary of State will have due regard to the overall performance of the Academy Trust.

5.G.1 Not used.

5.H If the Secretary of State has served a Termination Warning Notice under clause 5.F and:

- a) has not received any representations from the Academy Trust by the date specified in the notice; or
- b) having considered the representations made by the Academy Trust remains satisfied that this Agreement should be terminated;

he may serve a Termination Notice.

5.I Not used.

#### Termination by the Secretary of State

5.J If the Secretary of State has determined that the Academy will be removed from the Register of Independent Schools and no appeal against that ~~At termination is pending, he may serve a Termination Notice~~

5.K ~~Not used~~

5.L Not used.

5.M Not used.

5.N Not used.

**Funding and admission during notice period**

5.P If the Secretary of State serves a Termination Notice under clause 5.A, the Academy Trust may continue during the notice period to admit pupils to the Academy, and to receive GAG and EAG, in accordance with this Agreement.

5.Q If the Secretary of State serves a Termination Warning Notice or a

**Notice of intention to terminate by Academy Trust**

- i. evidence of those grounds;
- ii. any professional accounting advice the Academy Trust has received;
- iii. a detailed statement of steps which the Academy Trust proposes to take to ensure that the running costs of the Academy are reduced such that costs are less than the Funding Allocation and All Other Resources, and the period of time within which such steps will be taken; and

b) the shortfall in the Critical Year between the Funding Allocation and All

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Other Resources expected to be available to the Academy Trust to run

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



President of the Institute of Chartered Accountants in England and Wales.  
The Expert's fees will be borne equally between the parties.

5.X The Expert will 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 schools. If the parties fail to

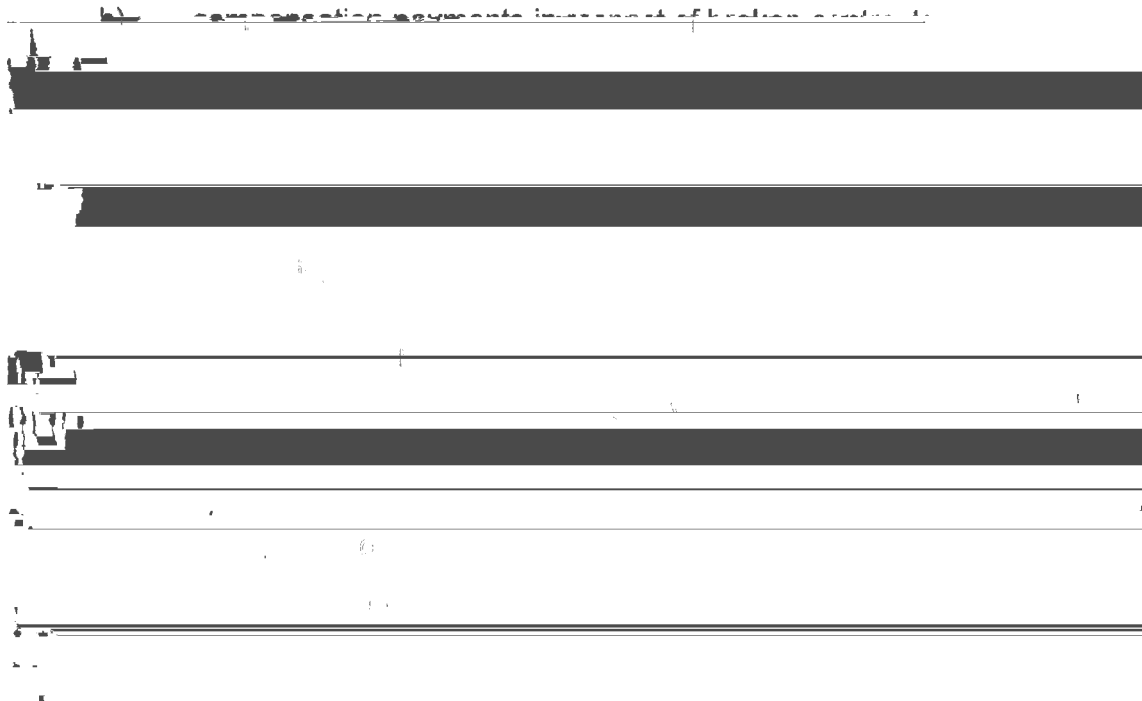
[REDACTED]

agree upon the appointment of the educational specialist then the educational

[REDACTED]

5.CC The categories of expenditure incurred by the Academy Trust in consequence of termination, for which the Secretary of State may indemnify the Academy Trust under clauses 5.AA, may include:

- a) staff compensation and redundancy payments;



- c) expenses of disposing of assets or adapting them for other purposes,
- d) legal and other professional fees; and
- e) dissolution expenses.

5.EE The Secretary of State may:

- a) Waive all or part of the repayment due under sub-clause 5.DD(b) if the Academy Trust obtains his permission to invest the sale proceeds for



## 6. OTHER CONTRACTUAL ARRANGEMENTS

**Annexes**

6.A Any annexes to this Agreement form part of and are incorporated into this Agreement.

**The Master Agreement**

6.B Except as expressly provided in this Agreement, all provisions of the Master Agreement have full force and effect.

**General**

6.C The Academy Trust cannot assign this Agreement.

6.D Failure to exercise, or a delay in exercising, any right or remedy of the Secretary of State under this Agreement (including the right to terminate this

Agreement) or a single or partial exercise of such a right or remedy, in part or in whole, shall not prevent or restrict any initial or further exercise of that right or remedy.

Nothing in this Agreement shall prevent or restrict any initial or further exercise of that right or remedy.

**ANNEXES**

[REDACTED]

**HEALTH AND CARE PLANS**

"EHC plan" means an Education, Health and Care plan made under section 37 of the Children and Families Act 2014.

7.A Except as set out in clause 8 below, the Children and Families Act 2014 imposes duties directly on Academies in respect of pupils with special educational

[REDACTED]

8.D The Academy Trust must have regard to the Special Educational Needs Code

[REDACTED]

of Practice 2001 when dealing with statements of SEN.

8.G Where the LA sends the Academy Trust a draft statement with a proposal that

[REDACTED]

the Academy in the child's statement, then the Tribunal's decision will be binding, even if it is different from that of the Secretary of State.

8.G Where it has been finally determined that the Academy be named in a child's Statement of SEN, the Academy Trust must admit the child to the Academy, notwithstanding any other admissions requirements in this Agreement.

~~8.H Clause 8.A to 8.C only apply in force as the relevant provisions of the Children's Act 1989.~~



**SCHEDULE 4**

**Supplemental Funding Agreement – Philip Morant School and College**