



Department
for Education

arch 018 v6

Philip Morant School and College

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SUMMARY SHEET

Information about the Academy:

Name of Academy Trust	The Sigma Trust
Company number	07926573
Date of Master Funding Agreement	20 December 2018
Name of academy	Philip Morant School and College
Opening date	1 November 2011 with the operation transferring to the Academy Trust on 1 January 2019
Type of academy (indicate whether	Mainstream Academy
	N/A
	N/A
	Philip Morant School and College
academy or free school)	
Religious designation	
Wholly or partly selective	
Name of predecessor school (where applicable)	HI – Hearing Impairment
Capacity number	1902 Version
Age range	11 - 18 Philip Morant School and College, Rembrandt Way, Colchester, Essex CO3 4QS Title number EX837955

Clause No.	Descriptor	Applied	Not used
2.A 3.F	Option 1 applies to converter and sponsored academies: if used delete option 2	X	
3.A 3.F	Option 2 applies to free schools and new provision academies: if used delete option 1		X
3.H	Clause relating to Start-up only applies in some cases (does not apply to academy converters)		X
3.J	Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans		X
3.K	Clause does not apply to free schools (unless there was a predecessor independent	X	

Please identify any other variations from the model that apply to this academy (e.g. clauses relating to PFI, or any required because the multi academy trust includes academies designated with different religious characters, or a

mixture of those designated with a religious character, and those which are not):

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.
5.B e)	References to "coasting" have been changed to upper case to reflect that this is a defined term
Execution Clause	The execution clause has been removed to reflect that this Supplemental Funding Agreement will be scheduled to a Deed of Novation and Variation.

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").

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.

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

"The Academy" means Philip Morant School and College

[REDACTED]

"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.

"OFSTED" means the Office for Standards in Education, Children's Services and Skills

1.E References in this Agreement to clauses and sections will, unless otherwise

The Academy

- 1.F The Academy is a Mainstream Academy as defined in clause 1.4 of the Master Agreement.
- 1.G The Academy Trust will establish and maintain the Academy in accordance with the Master Agreement and this Agreement.

1.H The Academy Trust opened on 1 November 2014 and shall be operated by

[REDACTED]

2. RUNNING OF THE ACADEMY

Teachers and staff

- 2.A Subject to clause 2.A.2 and 7.A of this Agreement and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment.

- 2.A.1 Not used.

2.B The Academy Trust must designate a staff member of the Academy as

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Pupils

2.B The planned capacity of the Academy is 1902 in the age range 11 – 18, including a sixth form of 202 places, which for the avoidance of doubt includes

SEN unit

pupils with designated places pursuant to clause 2.C. The Academy will be an

Charging

2.E Not used.

Admissions

2.F Subject to clauses 2.K – 2.L, the Academy Trust will act in accordance with

independent school will transfer automatically to the Academy on opening. All children already offered a place at that Predecessor School must be admitted

[REDACTED]

2.H The Academy Trust must participate in the local Fair Access Protocol. The Academy Trust must participate in the coordinated admission arrangements

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 consult the Academy Trust; or

ii. where in relation to a specific child or children the Academy Trust has failed to act in accordance with the Codes or this Agreement or has otherwise acted unlawfully; or

direct the Academy Trust to amend its admission arrangements where

[REDACTED]

2.P The Academy Trust must make arrangements to ensure an independent appeals panel is established for the Academy and its clerk and members are trained to act in accordance with the Codes. The Academy Trust must ensure

[REDACTED]

of their right to appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. [REDACTED]

2.T Not used.

Curriculum

2.U The Academy Trust must provide for the teaching of religious education and a daily act of collective worship at the Academy.

2.V The Academy Trust must comply with section 71(1)-(6) and (8) of the School Standards and Framework Act 1998 as if the Academy were a community, foundation or voluntary school, and as if references to "religious education" and "religious worship" in that section were references to the religious

education and religious worship provided by the Academy in accordance with

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

clause 2.X.

2.W Not used.

2.X Subject to clause 2.V, where the academy has not been designated with a **religious character** (in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010):

a) provision must be made for religious education to be given to all pupils

of the Academy in accordance with the requirements for agreed

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

51	FD	4	14000						

3. GRANT FUNDING

Calculation of GAG

3A-3D Not used

3E	FD	4	14000						

adjustment is made in any Academy Financial Year, this will not change the basis of the pupil count for calculating the following Academy Financial Year's GAG. If the Secretary of State has indicated that additional grant may be payable in such circumstances, the Academy Trust will bid for this additional grant based on need and providing appropriate supporting evidence. The Secretary of State may accept or refuse the bid at his discretion.

3.H Not used.

3.I The Secretary of State recognises that if a Termination Notice or a Termination Warning Notice is served, or the Master Agreement is otherwise terminated, the intake of new pupils during the notice period may decline and therefore payments based on the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the

[REDACTED]

Carrying forward of funds

3.L Any additional grant made in accordance with clause 3.I, for a period after the Secretary of State has served a Termination Notice or a Termination Warning Notice under this Agreement, or otherwise terminates the Master Agreement, ~~may be carried forward without limitation or deduction until the~~

4. LAND

c) promptly confirm to the Secretary of State when the Restriction has been registered;

d) if it has not registered the Restriction, permit the Secretary of State to do so in its place; and

[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,

in respect of all or part of the Land.

Option

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

[REDACTED]



4.E The Academy Trust:

- a) must, within 14 days after acquiring the Land or, if later, after signing this Agreement, apply to the Land Registry on Form AN1 (including a copy of this Agreement) for a notice of the Option (the "Option Notice") to be entered in the register, taking any further steps required to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;
- b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;

It must not, without the Secretary of State's consent, apply to discharge, vary or modify the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or

[REDACTED]

modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or

Property Notices

4.F If the Academy Trust receives a Property Notice, it must:

It must apply to the Secretary of State within 14 days of receiving the Property Notice to register the Property Notice on the Land Registry.

[REDACTED]

of the Academy Trust, to comply with it, and

use its best endeavours to help the Secretary of State in connection

Sharing the Land

4.G Where:

- a) the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and
- b) the Secretary of State then considers that not all the Land is needed for

the operation of the Academy, at planned capacity;

5.D The Secretary of State will consider any representations from the Academy

Trust that are received by the date specified in the Termination Warning

[REDACTED]

or

b) the Academy requires significant improvement

[REDACTED]

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

[REDACTED]

he may serve a Termination Notice.

5.I Not used.

Termination by the Secretary of State

5.L If the Secretary of State has determined that the Academy will be
[REDACTED]

5.K Not used.

5.L Not used.

5.M Not used.

5.N Not used.

5.O 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
[REDACTED]

Notice of intention to terminate by Academy Trust

Academy, and to receive GAG and EAG, in accordance with this Agreement.

5.Q [REDACTED]

5 S If the Academy Trust is of the opinion that, after receipt of the Funding Allocation for the next Academy Financial Year (the "Critical Year") and after

[REDACTED]

- i. [REDACTED]
- 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

[REDACTED]

5.U Both parties will use their best endeavours to agree whether or not the cost of

running the Academy during the Critical Mass period is the Academy's responsibility.

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 use their best endeavours to agree a practical solution to the problem.

5.V If no agreement is reached by 30 April (or another date if agreed between the

parties) as to whether the cost of running the Academy during the Critical

will have been given to the parties or (b), if later, the Secretary of State will have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

Effect of termination

5.Z If this Agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 1 and 1A of the Academies Act 2010

[REDACTED]

5.AA Subject to clauses 5.BB and 5.CC, if the Secretary of State terminates this

[REDACTED]

e) dissolution expenses.

5.DD If this Agreement is terminated, and the Academy Trust owns capital assets which have been partly or wholly funded by HM Government, the Academy Trust must, as soon as possible after the termination date:

a) transfer a proportion of those capital assets, equal to the proportion of the original financial contribution made by HM Government, to a

nominee of the Secretary of State to use for educational purposes; or

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

to charitable purposes; or

relevant LA.

6. OTHER CONTRACTUAL ARRANGEMENTS

Annexes

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

~~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, is not a waiver of, and does not prevent or restrict any initial or further exercise of, that

8. ADMISSION OF CHILDREN WITH A STATEMENT OF SPECIAL EDUCATIONAL NEEDS

~~(Clauses 8.4-8.6 only apply where the pupil has a statement of special educational~~

needs (SEN) rather than an EHC plan and where they therefore continue to be subject to the relevant provisions of the Education Act 1996. EHC plans are replacing statements of SEN but although all statements of SEN should have been

converted to an EHC plan by the 1 April 2018 this clause is retained to protect pupils

who still have a statement of special education need after this date. The detail on the

statement or otherwise by the LA. The final decision as to whether to name the Academy falls to the LA.

8.E If the Academy Trust considers that the LA should not have named the

[REDACTED]

determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The Academy Trust must admit the pupil if such

[REDACTED]



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