



Education
Funding
Agency

Department for Education
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

Tel: 0370 000 2288
www.education.gov.uk

Ms Emily Towner
Minerva House
5 Montague Close
London
SE1 9BB

30 March 2015

Dear Ms Towner

Deed of Variation – Greig City Academy

Please find enclosed a copy of the Deed of Variation for the Greig City Academy which has been executed on behalf of the Secretary of State.

If you have any queries regarding this, please contact Toby Kavakeb by emailing academy.questions@education.gsi.gov.uk

Yours sincerely

Ryan Corrigan
Academies – South London & South East of England
Education Funding Agency

Enc

GREIG CITY ACADEMY

DEED OF VARIATION OF FUNDING AGREEMENT

2015

The Parties to this Deed are:

(1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

and

(2) **GREIG CITY ACADEMY**, a charitable company incorporated in England and Wales with registered company number **04220486**, whose registered address is at **High Street, Hornsey, Haringey, London, N8 7NU** (the "**Company**"),

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement on **December 2001**, a copy of which is contained in Schedule A (the "**Existing FA**"), relating to the establishment, maintenance and funding of an independent school known as **Greig City Academy**.
- B. The Parties have now agreed to amend and re-state the terms of the Existing FA in accordance with the terms of this Deed to update the Existing FA in line with the Department for Education's latest model documents.

LEGAL AGREEMENT

- 1. Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Amended Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that, with effect from the date of this Deed, the Existing FA shall be amended and re-stated in the form of the Funding Agreement contained in Schedule B (the "**Amended Funding Agreement**"). For the avoidance of doubt, the Amended Funding Agreement does not terminate or suspend the Existing FA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

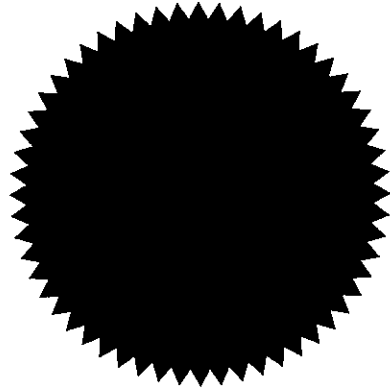
3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with the law of England and Wales.
4. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

5. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original; but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

EXECUTED as a Deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)



Duly authorised by
the Secretary of State for Education

Date..... 30 March 2015

EXECUTED as a Deed by **GREIG CITY ACADEMY**
acting by:

DIRECTOR

RICARDO BONES
Witness Name

Witness Signature

1. John Toman
Address

London NW2 6QJ
Address

Date..... 25 March 2015

Schedule A

The Existing Funding Agreement

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Annex - Greig City Academy

Exemptions in full

Annex 9 – in redacted in full – Section 43

Annex 10 - A- C redacted in full – Section 43

Other Clauses

1. Memorandum and Articles of Association. Section 21- Accessible from Companies House. <http://www.companieshouse.gov.uk/>

Factors for disclosure of Annex 9 and 10 A-C

- further the understanding of and increase participation in the public debate of issues concerning Academies
- to ensure transparency in the accountability of public funds

Factors for withholding

- **DfES' commercial interests would be prejudiced -**
- To reveal financial relationships between the SoS and the Academy Trust and others would prejudice ADs ability to obtain maximum VFM in future agreements.

Reasons why public interest favours withholding information

Whilst releasing the majority of the FA will further the public understanding of Academies; The whole of the FA cannot be revealed. **If annexes 9, 10A-C were to be revealed under the FOI act, DfES' commercial interests would be prejudiced, which could result in the less effective use of public money.**

17/12/2001

GREIG CITY ACADEMY

FUNDING AGREEMENT

DECEMBER 2001

ANNEXES RELATED TO BUILDING PROGRAMME FOR GREIG CITY ACADEMY (the number and type of annexes in this section will vary depending on the procurement route for each City Academy)

Capital expenditure incurred for the purposes of or in connection with the establishment or maintenance of the Academy prior to the date of this agreement	Annex 9
Capital expenditure related to establishment of Greig City Academy including Timetabled and costed schedule of works to be undertaken	Annex 10
Schedule of approvals by Secretary of State required in relation to Capital Programme to establish Greig City Academy	Annex 11

ANNEXES CONTAINING DfES REQUIREMENTS APPLYING TO ALL CITY ACADEMIES

Financial Handbook	Annex 12
Format and timetable for School Development Plans for City Academies (to include membership of EiC (where relevant) Key Stage 3 strategy etc)	Annex 13

ANNEXES PROVIDED FOR INFORMATION ONLY

Schedule of legislation which applies to City Academies	Annex 14
List of Codes of Practice and guidance relevant to City Academies	Annex 15
Agreement between Greig City Academy and the Greig Trust regarding the phasing of the sponsorship	Annex 16
Agreement between Greig City Academy and the London Diocesan Board for Schools regarding the phasing of the sponsorship	Annex 17
Agreement between the Greig Trust and the Secretary of State regarding the phasing of the sponsorship	Annex 18
Agreement between the London Diocesan Board for Schools And the Secretary of State regarding the phasing of the sponsorship	Annex 19

INTRODUCTION

- 1) This Agreement is made under section 482 of the Education Act 1996 (hereafter the Education Act) as amended by the Learning and Skills Act 2000 (hereafter the LSA) between the Secretary of State for Education and Skills and the Greig City Academy hereafter "the City Academy Trust".
- 2) The City Academy Trust is a charitable company incorporated in England and Wales, limited by guarantee with registered no 4220486.
- 3) The following expressions used in this Agreement have the respective meanings assigned to them by the numbered clauses of this Agreement referred to immediately after the reference to the expressions -
 - a) "Accounting Officer" – clause 59;
 - b) "admission arrangements" - clause 3 of Annex 2;
 - c) "annual letter of funding" - clause 57;
 - d) "GAG" – clauses 42 - 50;
 - e) "capital expenditure" - clause 74;
 - f) "the City Academy" – clause 8
 - g) "the City Academy Trust " - clause 1;
 - h) "current expenditure" - clause 42;
 - i) "EAG" - clauses 51;
 - j) "Education Act 1996 " - clause 1;
 - k) "Financial Handbook" - clause 60;
 - l) "financial year" - clause 58;
 - m) "Governing Body" – clause 11
 - n) "Learning and Skills Act 2000 " - clause 1;
 - o) "start up period" – clause 47a;
 - p) "the company" – annex 1
 - q) "the Memorandum and Articles" – annex 1
 - r) "School Development Plan" – clause 15
 - s) "headteacher" refers to the Principal of the City Academy"
 - t) references to "school" shall, where the context so admits, be references to the City Academy

- 4) "LEA" means local education authority.
- 5) "Agreement" means this agreement and its Annexes and a reference in the Agreement to a numbered clause or Annex is a reference to the clause or Annex of this Agreement bearing that number.
- 6) Questions arising on the interpretation of the arrangements in this funding agreement shall be resolved by the Secretary of State after consultation with the City Academy.
- 7) Section 482 (1) of the Education Act as amended states that -
"(1) The Secretary of State may enter into an agreement with any person under which -
 - (a) that person undertakes to establish and maintain, and to carry on or provide for the carrying on of, an independent school with such characteristics as are specified in the agreement and in subsection (2), and
 - (b) the Secretary of State agrees to make payments to that person in consideration of those undertakings."

LEGAL AGREEMENT

- 8) In consideration of the City Academy Trust undertaking to establish and maintain, and to carry on or provide for the carrying on, of an independent school to be known as the Greig City Academy ("the City Academy") and having such characteristics as are referred to in clauses 9 - 10, the Secretary of State agrees to make payments to the City Academy Trust in accordance with the conditions and requirements set out in this Agreement. Any obligations imposed upon or powers given to the City Academy by this agreement are also imposed upon the City Academy Trust.

CHARACTERISTICS OF A CITY ACADEMY

- 9) The characteristics of a City Academy set down in section 482 (2) of the Education Act 1996 as amended by the Learning and Skills Act 2000, are that it will be an independent school:
 - a) situated in an urban area;
 - b) which provides education for pupils of different abilities who have attained the age of eleven years and who are wholly or mainly drawn from the area in which the school is situated;
 - c) has a broad curriculum with an emphasis on one of the following-
 - (i) science and technology;
 - (ii) technology in its application to the performing arts;
 - (iii) modern foreign languages;
 - (iv) visual arts, performing arts or media arts (or any combination of them)
 - (v) sport;
 - (vi) any subject specified by order by the Secretary of State; and

- d) which may not impose any charge in respect of admission to the school.

CONDITIONS OF GRANT

General

10) Section 482(4) of the Education Act provides for the agreement to specify other conditions and requirements. These conditions in respect of the City Academy are that:

- a) the school will be at the heart of its community, sharing facilities with other schools and the wider community;
- b) there will be assessment in the core subjects of the national curriculum at KS3, and the opportunity to study for external qualifications as defined by section 96 of the Learning and Skills Act 2000;
- c) the admissions policy and arrangements for the school will be consistent, subject to Annex 4, with admissions law, and the DfES Codes of Practice, for maintained schools;
- d) teachers will be required to have qualified teacher status in accordance with clause 17; levels of pay and conditions of service for all employees will be the responsibility of the Governing Body;
- e) there will be an emphasis on the needs of the individual pupils including pupils with special educational needs (SEN) both those with and without statements of SEN.

Governance

11) The City Academy will be governed by a governing body ("the Governing Body") who are the directors of the Company constituted under the Memorandum and Articles of the City Academy. The Governing Body shall exercise its powers and functions with a view to fulfilling a largely strategic role in the running of the school and shall consider any advice given by the headteacher. The Governing Body may exercise its powers and fulfil its functions through its servants or agents.

12) Subject to the Memorandum and Articles, and to this Agreement, the Governing Body may regulate its own procedure and that of any of its committees.

Conduct

13) The City Academy shall be conducted in accordance with:

- a) the memorandum and articles of the company (attached as Annex 1 to this Funding Agreement) which memorandum or articles shall not be amended by the City Academy Trust without the explicit consent of the Secretary of State, such consent not to be unreasonably withheld;
- b) all provisions by or under statute which confer rights or impose obligations on City Academies (main current provisions are set out for reference only in Annex 14 to this agreement);
- c) the terms of this Agreement.

14) The City Academy shall have due regard to the need to promote equality of opportunity between all people, and to eliminate race discrimination and promote good race relations.

City Academy Development Plan

15) The City Academy shall draw up a School Development Plan each year in accordance with the provisions of Annex 13 to this Funding Agreement. The School Development Plan shall, in particular:

- a) set out plans for ensuring that all pupils are supported to reach the highest standards of which they are capable;
- b) describe the City Academy's proposals to work with other schools and with the wider community.

Pupils

16) The City Academy is an all ability and inclusive school. The arrangements for:

- a) the admission of pupils to the City Academy;
- b) the admission of and support for pupils with Special Educational Needs and with disabilities (for pupils who have and who do not have statements of Special Educational Needs) (including the appointment of a responsible person); and for
- c) pupil discipline, including the use of fixed term and permanent exclusions

are set out in Annexes 2, 3 and 4 to this Funding Agreement, together with the arrangements for making changes to such arrangements, including the requirement to secure the consent of the Secretary of State, such consent not to be unreasonably withheld.

Teachers and other staff

17) The City Academy Trust shall employ as teachers persons who are qualified teachers within the meaning of the Education (Teachers' Qualifications and Health Standards) Regulations 1999 (S. I. 1999/2166) as amended from time to time or who are covered by schedule 2 to the Regulations. It shall be open to the City Academy to employ persons (otherwise than as teachers) with other qualifications and experience.

18) The Governing Body shall ensure that all teachers employed at the City Academy have access to the Teachers Pension Scheme and, in so doing, will comply with the statutory provisions underlying the scheme.

19) The Governing Body shall ensure that all employees other than teachers have access to the Local Government Pension Scheme.

20) It shall be the responsibility of the Governing Body to agree levels of pay and conditions of service with its employees, and to determine and employ such numbers of staff as may be appropriate. Appointment and dismissal of the headteacher and any deputy headteachers shall be by panel constituted in accordance with the requirements set out in Annex 5 to this Agreement. Appointment of all other teachers and other staff shall be under the control of the headteacher. The Governing Body shall approve policies for:

- a) staffing structure, pay, staff performance and management
- b) staff discipline and capability.

21) The operation of such procedures shall be as set out in Annexes 5 and 7 to this Agreement and shall include details of arrangements for suspensions and the ending of suspensions, determination of dismissal and early retirements.

Curriculum, curriculum development and delivery and collective worship

22) The curriculum provided by the City Academy to pupils up to the age of 16 shall be broad and balanced with an emphasis on science and technology, with particular reference to information and communications technology. The core subjects of the National Curriculum must be taught to all pupils in years 7 – 11.

23)

- a) The curriculum at the City Academy is aimed at overall institutional improvement and individual student achievement. Provision will be built upon four schools of learning: scientific, technological, artistic and spiritual & cultural. The City Academy will specialise in technology with a particular emphasis on ICT. Students will be offered a distinctive and high quality curricular experience in religious education and opportunity for worship.
- b) Students will learn within a Christian and technologically rich environment. Curriculum delivery will be enhanced by innovative use of ICT underpinning all aspects of both formal and informal learning. An electronic learning environment will encourage students to learn anywhere, at their own pace, with more targeted assessments and accountability than is possible in traditional classroom settings. Delivery will be further enhanced by the deployment of adults other than teachers, such as learning mentors, raising achievement co-ordinators and subject Technician / classroom (teacher) assistants.
- c) The extended learning day will be divided into seven forty-five minute blocks. An additional thirty-minute period on three days of the week will enable students to benefit from enrichment activities. For some Post 16 students some days will include a later start and an extended day both to make better more efficient use of facilities but also to recognise that many Post 16 students will be undertaking part time work. In developing the community strategy likewise there is recognition that the building will be open for the longer day to make maximum use of the facilities. The City Academy academic year will follow the traditional three-term pattern and the number of teaching days will be at least the same as in the maintained sector. Staff will participate in a minimum of ten professional development days, as defined by contract.
- d) Arrangements for work related education and training will apply to Key Stage 4 and to the Post 16 through links with public, private and voluntary bodies as well as other educational institutions. Mentoring will be available to support the learning of students with identified social, linguistic and special educational needs. Within available resources, residential opportunities will be offered to students. Opportunities for study support, both during and at the end of the day, will be widely available as an integral part of City Academy life.

24) The curriculum shall be considered by the Governing Body each year and any revisions to clause 23 submitted to the Secretary of State for approval, such approval not to be unreasonably withheld.

25) The City Academy shall make provision for the teaching of Religious Education and for a daily act of collective worship. That provision is subject to the conditions and requirements set out in Annex 8 to this Agreement.

26) The City Academy shall have regard to any guidance issued by the Secretary of State on Sex and Relationship Education to ensure that children are protected from inappropriate

teaching materials and they learn the nature of marriage and its importance for family life and for bringing up children.

Assessment

27) The City Academy shall register with the Qualifications and Curriculum Authority for the purposes of arranging for all eligible pupils to take part in the national curriculum assessment system at the end of the Key Stage 3 programmes of studies. This includes arranging for pupils to take the English, Maths and Science tests and for teacher assessments of pupils' performance in those subjects.

28) The City Academy may not offer courses which lead to external qualifications, as defined in section 96 of the LSA, unless they are either approved under section 98 of that Act, or, in respect of individual pupils, groups of pupils or all pupils in key stage 4, the Secretary of State gives specific consent for such courses to be offered.

Performance Indicators and target setting

29) The Secretary of State may specify in the annual letter of funding performance indicators .. which he intends to use in order to assess the performance of the City Academy relative to schools in the maintained sector and against the objectives of the City Academy Programme, as well as value for money generally. The City Academy shall make information available to the Secretary of State in connection with such indicators in such form and manner and at such times as may reasonably be required by the Secretary of State.

30) The City Academy shall set such targets in areas to be specified by the Secretary of State each year. The target areas for the initial year shall be:

- a) percentage of pupils achieving five or more GCSEs at grades A* - C;
- b) percentage of pupils achieving five or more GCSEs at grades A* - G including English (but not English Literature) and mathematics;
- c) average point score at GCSE/GNVQ;
- d) percentage of pupils achieving level 5 or above at Key Stage 3 in English, maths science and ICT.

31) The City Academy shall consult the Secretary of State and the LEA in whose area it is situated each year before setting these targets and shall take into account but not be bound by any comments received from the Secretary of State and/or the LEA. The City Academy shall set its targets in accordance with the timetable for target setting which applies to maintained schools.

School meals

32) The City Academy shall, if requested to do so by or on behalf of any pupils at the City Academy provide school lunches for those pupils unless it would be unreasonable for them to do so. Subject to the provisions of clause 34 charges may be levied for lunches.

33) In relation to a pupil who is himself or whose parents are in receipt of benefits mentioned in section 512 of the Education Act 1996 (or equivalent provision governing the entitlement to free school lunches of pupils at maintained schools), the City Academy shall ensure that a school lunch is provided for such a pupil, which shall be provided free of charge.

Charging

34) Sections 402 (Obligation to enter pupils for public examinations), 450 - 457 (charges), 459 (regulations about information about charges and school hours) and 460 (voluntary contributions), 461 (recovery of sums as civil debt) - 462 (Interpretation re charges) of the Education Act shall be deemed to apply to the City Academy with the following modifications:

- a) references to any maintained school shall be treated as references to the City Academy;
- b) references to registered pupils shall be treated as references to registered pupils at the City Academy;
- c) references to the governing body or the local education authority shall, in each case, be treated as references to the governing body of the City Academy;
- d) the charging and remissions policies required to be determined under section 457, and any amendment thereto, shall require the approval of the Secretary of State; and
- e) the City Academy may charge persons who are not registered pupils at the City Academy for education provided or for facilities used by them at the City Academy.

Provision of Information to parents and others

35) The City Academy shall publish a prospectus annually, shall send this on request (free of charge) to parents of pupils at the City Academy and to the Secretary of State; and shall make it available for inspection by other persons at the City Academy. The prospectus shall include:

- a) details of admission arrangements;
- b) details of the curriculum offered, of assessment arrangements and of the results of attainment tests and public examinations at school level; but this shall not include details of individual pupils' attainment and examination results;
- c) details of any religious affiliation of the school; policy on providing for children with SEN; arrangements for pupils with disabilities (as specified in Annex 3 to this agreement); pupil absence rates; and destination of school leavers; and
- d) such other information as the Governing Body may determine.

36) The prospectus shall be published in the school year immediately preceding the school year to which it relates and shall be published at least six weeks before the closing date for applying for a place.

GRANTS TO BE PAID BY THE SECRETARY OF STATE

37) The Secretary of State shall pay grants under this Agreement towards capital and current expenditure. The following deals with current expenditure defined as any expenditure on the establishment, conduct, administration and maintenance of the City Academy which does not fall within the categories of capital expenditure defined at clause 73. Except with the Secretary of State's prior agreement, the City Academy Trust shall not budget for expenditure in any year in excess of expected income nor enter into commitments which are likely to have substantial implications for future levels of grant, or for the period grant may be required. No decision by the City Academy Trust shall commit the Secretary of State to any particular amount of grant.

Implementation Grant

38) The Secretary of State shall pay grant (known as implementation grant) towards the setting

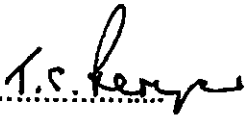
17/12/2001

This document is executed and delivered as a Deed on

2001.

EXECUTED as a Deed by Greig City Academy Acting by two of its Directors

Tom Peryer, Director.....



John Footman, Director.....

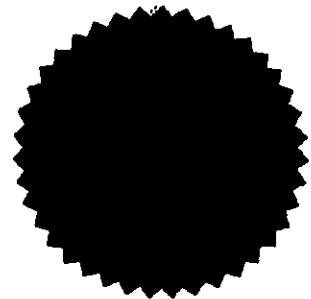


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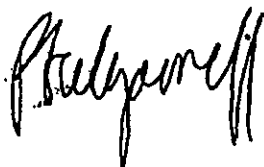
Name.....

Address.....

Given under the Official Seal of the Secretary of State for Education and Skills on



Authorised by the Secretary of State for Education and Skills



GREIG CITY ACADEMY

A Church of England School

POLICY TO BE FOLLOWED ON DECIDING ADMISSIONS

The Greig City Academy is a Church of England foundation. Without reference to ability or aptitude, Governors offer 215 places each academic year *for entry into Year 7*. If the City Academy is undersubscribed, all applicants will be admitted.

Applicants must indicate on the Application Form, the category/categories under which they wish to be considered. In cases where no indication is made, the Governors will consider the application under the category/categories most appropriate, based on the evidence offered as set out in the application form or any accompanying statement.

ADMISSIONS CRITERIA

Category A1

Up to 77 **Foundation Places** will be offered to children of practising Church of England families whose membership is characterised by active participation* in the life of their Church.

*active participation would normally be characterised by at least fortnightly attendance at Church for more than a year for at least one parent/carer and the same commitment to attending Sunday School (or equivalent) for the child.

Category A2

Up to 6 **Foundation Pastoral Places** will be offered to children of Church of England families who can show, at the time the application is made, that the child or family has particular educational, social or medical needs* which can be met especially well within the caring Christian environment of the City Academy.

*In all cases evidence will be required from the Church of England representative showing their own pastoral involvement with the family concerned, indicating clearly the desired role of the City Academy as an extension of arm of mission of the Church in the pastoral care of the child or family. In addition, any relevant professional evidence (i.e. from a doctor, psychologist or social worker) should be provided.

Category B1

Up to 60 **Open Christian Places** will be offered to children of Christian families of any denomination whose membership is characterised by active participation* in the life of their Church, where their church is a member of either 'Churches Together In Britain & Ireland' or the 'Evangelical Alliance'.

* active participation would normally be characterised by at least fortnightly attendance at Church for more than a year for at least one parent/carer and the same commitment to attending Sunday School (or equivalent) for the child.

Category B2

Up to 20 **Open Faith Places** will be offered to children of a recognised world faith*, other than Christian, where the parents wish their child to attend the City Academy because they are in sympathy with the tradition of a Church of England foundation school.

* the application form must be supported and signed by an accredited representative of the faith community indicating the level of commitment of the family to their faith.

Category C

Up to 52 **Community Places** will be offered to children of families whose normal* place of residence is within the Deanery boundaries of East or West Haringey.

* normal place of residence is defined as being the family home where the child resides regularly on weekdays. A map indicating the relevant Deanery boundaries is enclosed with this document.

GREIG CITY ACADEMY

A Church of England School

In the event of any categories being **oversubscribed** the Governors will consider all applications which fully meet the criteria before consideration of any other applicants. Within each oversubscribed category the following tiebreakers, in order, will apply to applications:

1. Those with a particular social, medical or educational need whose needs would be particularly well met at the City Academy
2. Those who currently attend a Church of England Primary School. (This would only apply to Categories A1, A2 and B1)
3. Those who have a brother or sister already in attendance at the City Academy.
4. Those whose normal residence is closest to the City Academy, as determined by measuring in a straight line, the distance from the child's usual place of residence to the City Academy office.

After consideration of all applicants who fully meet the criteria, any remaining vacancies will be allocated in accordance with tiebreakers 1-4 listed above.

POLICY FOR SPECIAL EDUCATIONAL NEEDS AND DISABILITY

Introduction

1. At the Greig City Academy we believe that all students are of equal worth and that all can be successful. They should be given every chance to realise their potential regardless of ethnicity, creed, disability gender or ability.

Aims

2. The City Academy leadership will establish policies, monitor practices and evaluate outcomes against the following aims:
 - (a) To diagnose, resource, address and sustain the learning needs of students with special educational needs or disabilities.
 - (b) To raise and celebrate the achievements of students with SEN or disabilities by setting the highest appropriate expectations for teaching and learning.
 - (c) To develop a consistent and coherent approach, based upon individual student need and circumstance, meeting the terms of the Code of Practice and individual IEPs or Statements.
 - (d) To enable all students with SEN or disabilities, together with their families to be fully involved in all aspects of their learning.
 - (e) To provide for the needs of all students with SEN through the delivery of a carefully structured differentiated curriculum.
 - (f) To support all schools of the City Academy with advice and resources to maximise the learning of students with disabilities or SEN.
 - (g) To ensure that all teachers have access to appropriate information for the preparation and differentiation of work and contribute effectively to a robust bench-marking system of data analysis.
 - (h) To provide relevant and appropriate professional development for staff.
 - (i) To actively support and resource identified personnel with responsibility for students with disabilities or SEN in each School, within SMT and the Governing Body to facilitate their role in the improvement of learning opportunities.
 - (j) To maximise the effective deployment of appropriate external agencies in support of students with disabilities or SEN.
 - (k) To fulfil all statutory requirements, Statements of Educational Need and, within available resources, the moral responsibilities of the City Academy as a Christian institution.

Key Principles

3. The City Academy seeks to support its students with SEN and disabilities by:
 - (a) Promoting positive self-esteem for all students.
 - (b) Ensuring fairness and equality of opportunity for all
 - (c) Communicating effectively with parents, carers and students
 - (d) Developing positive well-informed partnerships between staff, students, parents, carers, governors and external agencies
 - (e) Encouraging a multi-sensory active learning approach to teaching alongside the effective deployment of more traditional methods.
 - (f) Matching human, technological and physical resources to best meet individual need.
 - (g) Promoting early identification and intervention to improve learning.
 - (h) Ensuring transition arrangements are smooth and well informed
 - (i) Providing a warm secure, caring and welcoming environment meeting the educational and social development needs of all students
 - (j) Working within the City Academy's policies for Teaching and Learning, Equal Opportunities and Behaviour Management
 - (k) Distinguishing carefully between an educational and behavioural need, catering appropriately for both.

Roles and Responsibilities

4. The Governing Body.

Will establish, with the Principal, staff and parents, the Policy for SEN and Disability and keep it under review. It will ensure that the policy is communicated to parents, is non-discriminatory and reviewed annually. Governors will support the City Academy in fulfilling its aims. Governors will use their best endeavours to secure that if a child has learning difficulties, the special provision which his difficulties call for, is made.
5. The Principal.

Will be responsible for the implementation, management and support of the Policy and procedures, reporting regularly to governors. Having been informed by the LEA that a child has special needs, the Principal will secure that those needs are made known to all likely to teach him. The Principal will secure that teachers in the City Academy are aware of the importance of identifying and providing for pupils who have SEN.
6. The SENCo

Will be responsible for the day to day operation of the Policy, analysing data, offering support and advice and the allocation of resources, reporting regularly to the Leadership Team via the Senior Vice-Principal.
7. The Raising Achievement Co-ordinators.

Will be responsible for ensuring consistency of achievement across a year group and support individual student need through their particular professional specialism.

8. The Learning Mentors.
Will work to support individuals and small groups, analysing need and supporting behaviour management in keeping with the mission of the City Academy.
9. The Classroom Assistants.
Will work with individuals and small groups to offer consistent learning support and share in the mission of the City Academy as an effective place of learning.
10. All Staff.
Will be responsible for ensuring that the Policy and Procedures for the support of SEN and Disability are followed and supported consistently and fairly. They would also advise the SENCO and the Principalship on the effectiveness of such policies and practices.
11. Parents and Carers.
Will be encouraged to work in partnership with the Academy to support their children's learning.
12. Students.
Will be expected, as far as they are able, to share in the responsibility for their own learning.

Resources.

13. Extensive use will be made of the ICT specialism of the City Academy through:
 - Individualised learning packages.
 - Integrated Learning Systems (ILS)
 - On-line curriculum.
14. Specialist resources and accommodation will be based around the Learning Support Centre and Behavioural Support Centre.
15. Specialist staff will be deployed in line with the published staffing structure.
Notably:
 - The Senior Vice Principal will have overall Line Management responsibility.
 - The SENCo and Work Related Curriculum Co-ordinator will exercise operational leadership.
 - A team of Raising Achievement Co-ordinators will consist of:
 - (a) A Dyslexia Specialist
 - (b) Numeracy Co-ordinator
 - (c) Literacy Co-ordinator
 - (d) Behaviour Support Specialist
 - (e) Learning Styles Analyst
 - (f) Key Skills Co-ordinatorone of whom will act as Deputy SENCo. This team will offer functional learning-focussed support to meet student need.

Review.

16. The policy will be regularly reviewed, and the outcome of that review will be reported to parents.

LEARNING BEHAVIOUR POLICY FOR GREIG CITY ACADEMY

Section 1

Behaviour and Discipline policy

In keeping with the Christian Mission of the Greig City Academy, everyone involved with the organisation views each child as made in the image of God, of equal worth, and entitled to respect and consideration of their well-being. The City Academy's Behaviour and Discipline policy also reflects the Gospel values of Christian love, honesty, justice, joy and peace and these values form the basis of operational procedures and authorised responses to breaches of discipline.

The principles

- 1 The Governing Body believes that in order to enable effective teaching and learning to take place, good behaviour in all aspects of City Academy life is necessary. It seeks to create a caring and learning environment in the City Academy by:
 - promoting good behaviour and discipline;
 - promoting self esteem, self discipline, proper regard for authority and positive relationships based on mutual respect;
 - ensuring fairness of treatment for all;
 - encouraging consistency of response to both positive and negative behaviour;
 - promoting early intervention;
 - providing a safe environment free from disruption, violence, bullying and any form of harassment;
 - encouraging a positive relationship with parents and carers to develop a shared approach to involve them in the implementation of the City Academy's policy and associated procedures.

Roles and responsibilities

- 2 The Governing Body will establish in consultation with the Principal, staff and parents the policy for the promotion of good behaviour and keep it under review. It will ensure that it is communicated to pupils and parents, is non-discriminatory and the expectations are clear. Governors will support the City Academy in maintaining high standards of behaviour
- 3 The Principal will be responsible for the implementation and day-to-day management of the policy and procedure. Support for staff faced with challenging behaviour is also an important responsibility of the Principal.

- 4 Staff, including teachers, support staff and volunteers, will be responsible for ensuring that the policy and procedures are followed, and consistently and fairly applied. Mutual support amongst all staff in the implementation of the policy and procedures is essential. Staff have a key role in advising the Principal on the effectiveness of the policy and procedures. They also have responsibility, with the support of the Principal, for creating a high quality learning environment, teaching good behaviour and implementing the agreed policy and procedures consistently
- 5 The Governing Body, Principal and staff will ensure there is no differential application of the policy and procedures on any grounds, particularly ethnic or natural origin, culture, religion, gender, disability or sexuality. They will also ensure that the concerns of students are listened to and appropriately addressed.
- 6 Parents and carers will take responsibility for the behaviour of their child both inside and outside the City Academy. They will be encouraged to work in partnership with the City Academy to assist in the maintenance of high standards of behaviour and will have the opportunity to raise with the City Academy any issues arising from the operation of the policy.
- 7 Students will be expected to take responsibility for their own behaviour and will be made fully aware of the City Academy Policy, procedures and expectations. Students will also have a responsibility to ensure that incidents of disruption, violence, bullying and any form of harassment are reported to their form tutor in the first instance.

Procedures

- 8 The procedures arising from this policy will be developed in consultation by the Principal with staff. The procedures will make clear to the students how acceptable standards of behaviour can be achieved and will have a clear rationale which is made explicit to staff, students and parents. The procedures will be consistently and fairly applied and promote the idea of personal responsibility and that every member of the City Academy has a responsibility towards the whole community
- 9 A City Academy ethos of encouragement is central to the promotion of good behaviour. Rewards are one means of achieving this. They have a motivational role in helping students to realise that good behaviour is valued, and are clearly defined in the procedures. Integral to the system of rewards is an emphasis on praise both informal and formal to individuals and groups.

Sanctions

- 10 Sanctions are needed to respond to inappropriate behaviour.

- 11 A range of sanctions are clearly defined in the procedures and their use will be characterised by clarity of why the sanction is being applied and what changes in behaviour are required to avoid future sanctions.

Training

- 12 The Governing Body will ensure that appropriate high quality training on all aspects of behaviour management is provided to support the implementation of the policy.

Interrelationship with other City Academy policies

- 13 In order for the behaviour policy to be effective, a clear relationship with other City Academy policies particularly equality of opportunity, special educational needs, anti bullying and inclusion, is being established

Involvement of outside agencies

- 14 The City Academy works positively with external agencies. It seeks appropriate support from them to ensure that the needs of all students are met by utilising the range of external support available.

Transition and transfer arrangements

- 15 The City Academy works to ensure minimal disruption to learning on student transfer between Key Stages, transfer arrangements are characterised by the effective transfer of information about behaviour and/or educational need. This will be acquired following agreement to admit a student to the City Academy and used solely to inform teaching and learning requirements.

Exclusions

- 16 The City Academy will comply with legislation and DfES guidelines as required.

Review

- 17 The Principal, in consultation with staff, will undertake systematic monitoring and conduct regular reviews of the behaviour management and discipline policy and procedures in order to evaluate them to ensure that the operation is effective fair and consistent. The Principal will keep the Governing Body informed.
- 18 The Governing Body will regularly review this policy and associated procedures, to ensure its continuing appropriateness and effectiveness.
- 19 The outcome of the review will be communicated to all those involved as appropriate.

Section 2

Policy on Exclusions SERIOUS INCIDENTS OF MISBEHAVIOUR LEADING TO FIXED PERIOD OR PERMANENT EXCLUSION

A. Action to be invoked by Senior Staff in Serious Disciplinary Matters

1. Over serious matters a senior member of staff, i.e. Vice Principal or Director of Learning, must interview students. If the nature of the incident is most serious then at least two staff members should be present to conduct the interview, e.g. two Vice Principals or Directors of Learning. The student should be questioned fairly and be given ample opportunity to give a response. The student should be encouraged to provide a written statement of what happened and offered the opportunity to sign this as an authoritative record of events. At this stage this report will help to enable Greig City Academy to decide on what further action should be undertaken.

2. In discharging their duties Principal and Governors of Greig City Academy will have regard to DfES *Circular 10/99* and any subsequent DfES guidance on exclusions.

3. A decision to exclude a student will only be taken

- In response to serious breaches of Greig City Academy's behaviour and discipline policy;
- If allowing the student to remain in Greig City Academy would seriously harm the learning or welfare of the student or other students in the City Academy
- In cases where there has been a major breach of normal expectations of conduct [or a breach of the criminal law]

4. Before excluding a child, in most cases a range of alternative strategies will have been tried.

B. Responsibilities of the Principal

5. The Principal alone (or his/her deputy, if s/he is absent) has the power to exclude students.

6. In considering excluding a student the Principal should carry out a range of activities including:

- Undertaking a thorough investigation
- Considering all the relevant facts and firm evidence to support the allegations
- Taking into account Greig City Academy's behaviour policy including the equal opportunities and bullying policies
- Checking whether an incident appeared to be provoked by racial or sexual harassment
- Ensuring that all students involved including those students with learning difficulties have the opportunity to give their version of events
- Consulting other people or agencies except where they may be involved in any review of the exclusion
- Ensuring time has been given to addressing and supporting the student's individual problems within the capabilities of Greig City Academy.

7. Before deciding to exclude a student permanently the Principal will normally first try a range of strategies including fixed term exclusion. Normally only when other strategies have been tried without success will the Principal consider permanent exclusion.

8. There are occasions when the severity of the offence will merit permanent exclusion, even when there has been no record of poor behaviour.

9. The Principal may exclude a student for up to 45 City Academy days in any academic year. Any exclusion beyond 45 City Academy days will be permanent. However before that point is reached the Principal will have held discussions with Haringey LEA with a view to arranging an appropriate placement in another City Academy, school, college or Pupil Referral Unit (PRU).

10. The Principal will aim for the shortest possible period of exclusion but however brief an exclusion plan will be made:

- To enable the student to continue his or her education
- To use the time to address the student's problems
- To examine the process of reintegration

C. Informing Parents about the Exclusion

11. The Principal will make sure the Parent is notified immediately, ideally by telephone, and that the telephone call is followed by a letter within 24 hours of the exclusion being made. An exclusion will normally begin on the next City Academy day.

12. Letters about fixed period and permanent exclusions will explain:

- Why the Principal decided to exclude the student and the steps taken to try to avoid the exclusion.
- The arrangements for enabling the student to continue his/her education, including setting and marking the student's work.
- The Parent's right to state their case to the Governing Board's Discipline Committee.
- Who the Parents should contact if they wish to state their case (usually the Clerk to the Committee).
- The latest date the Parent can put a written statement to the Discipline Committee.
- The Parent's right to see and have a copy of their child's record.
- If the exclusion is for a **fixed period**, the length of the exclusion and the date and time the student should return to Greig City Academy.
- If the exclusion is **permanent**, the date the permanent exclusion takes effect, and details of any relevant previous warnings, fixed period exclusions or other disciplinary measures taken before the present incident.

13. If the Principal wishes to extend a fixed period exclusion or, exceptionally, converts a fixed period exclusion into a permanent exclusion, the Principal will again write to the Parent explaining the reasons and making the other points above. Where an exclusion is extended there will be a new right for the Parent to state their case to the Discipline Committee.

D. Informing the Discipline Committee

14. The Principal will inform the Chairman of the Governing Board's Discipline Committee

of:

- All permanent exclusions
- All exclusions which result, separately or in total, in the student missing more than five City Academy days in any one term, or which deny students the chance to take a public examination.

15. Fixed period exclusions of one to five City Academy days will be reported termly, unless the Discipline Committee asks for more frequent reports.

E. Responsibilities of the Governing Body

16. The Governors do not have the right to exclude a student. Governors will review the use of exclusion in Greig City Academy regularly. The Governing Body will establish both a Student Discipline Committee and when the need arises an independent Appeal Panel.

F. The Role of the Student Discipline Committee

17. The Student Discipline Committee will consist of three Governors who will review the use of exclusion within Greig City Academy, including considering the views of the parents of an excluded student, and deciding whether or not to confirm exclusions of more than five City Academy days or those where a student would miss an opportunity to take a public examination. The Governing Body will appoint a clerk to the Student Discipline Committee to provide advice on the exclusions process and to handle the administrative arrangements for considering exclusions.

18. If the exclusion is for five City Academy days or fewer the Student Discipline Committee will not direct reinstatement but will consider any statement from the parent. If the exclusion causes the student to miss sitting a public examination the Discipline Committee will meet before the public examination. Where a public examination is concerned, if it is not practical for the Student Discipline Committee to meet, the Chair of the Committee will consider the exclusion. Alternative arrangements to allow an excluded student to take public examinations will be considered.

19. For exclusions of more than five City Academy days in a term or where a student would lose the opportunity to take a public examination the Student Discipline Committee will consider the exclusion and decide whether the student should be reinstated. If a student has been excluded on a number of occasions the Student Discipline Committee will meet once the student has missed more than five City Academy days in the term.

20. For permanent exclusions the Discipline Committee will consider the exclusion and decide whether the student should be reinstated. Such consideration will take account of the student's disciplinary record and the likely impact of his or her continued attendance at Greig City Academy as well as the severity of the offence.

21. On receiving notice from the Principal that a student has been excluded for more than five City Academy days, the clerk should:

- for an exclusion of between six City Academy days and 15 City Academy days in a term, set up a meeting between the 6th and the 50th City Academy days to consider the exclusion.
- for an exclusion of over 15 City Academy days, set up a meeting between the 6th and 15th City Academy day after that notice to consider the exclusion;

- invite the parent to the meeting, at a time and place convenient to all parties as far as possible. The parent may be accompanied by a friend or a legal representative at their request;
- ask for any written statements in advance of the meeting;
- circulate any written statements, ensuring that the identity of students is concealed if thought appropriate, and a list of those who will be present at the hearing to all parties attending.

22. Unless there are strong reasons to refuse, the chair of the Discipline Committee should allow the excluded student to attend the meeting and present their case if the parent and the student ask for this. But the parent formally remains the appellant unless the student is 18 or over.

Procedure at the meeting

23. If the student is back at City Academy before the Discipline Committee meets, the meeting still enables the parent to give their views. The Discipline Committee can also consider whether more information should be added to the student's record.

24. If the student is still excluded when the meeting takes place, the Discipline Committee should decide whether to direct re-instatement. In reaching their decision the Committee should:

- consider the parent's statements;
- have regard to the guidance on the appropriate use of exclusion in *DfES Circular 10/99* and in the Greig City Academy's Learning Behaviour Policy, and consider whether the Principal has tried sufficient approaches to improve a student's behaviour before resorting to exclusion, and whether any further strategies might be an alternative to exclusion;
- **for permanent exclusion**, the Discipline Committee should normally satisfy itself that all possible strategies to improve a student's behaviour were tried without success. Strategies should include those in DfES guidance, including a Pastoral Support Programme. For children with statements of SEN, revising the statement might be better than resorting to exclusion.

25. The Student Discipline Committee may not attach conditions to the re-instatement of a student.

26. If the Student Discipline Committee upholds the Principal's decision to exclude a student permanently, it will write within one City Academy day to the parent:

- giving the reasons for the decision;
- explaining the parent's right to appeal to an Independent Appeals Panel to which the parents can make oral and written statements;
- giving the name and address of the person the parents should contact if they wish to appeal, explaining that any notice of appeal should explain the grounds of appeal and stating the latest date for giving notice (15 City Academy days

from the date of the Discipline Committee's decision). The parent has the right to appeal to the panel even if they did not make a case to the Discipline Committee.

27. If the Discipline Committee upholds a decision to exclude a student permanently it will notify the LEA in writing of this decision within one City Academy day of the hearing. The Discipline Committee's decision on fixed term exclusions is final. In the case of permanent exclusions, parents may appeal to an Independent Appeals Panel.

After the meeting

28. A note of the Discipline Committee's views on the exclusion should normally be placed on the student's record with a copy of the Principal's exclusion letter.

G. Appeal Hearings

29. Parents whose child is excluded permanently from Greig City Academy have the right to appeal against the Discipline Committee's decision to uphold the exclusion. This appeal is made to the Appeals Panel. The right of appeal is unrestricted, subject to the time limit.

30. Any appeal must be lodged in writing to the Clerk to the Appeals Panel within 15 City Academy days from the date the parent receives notice of the decision. The panel should meet as soon as possible but normally within 15 days of the notification of appeal.

31. In the event of a permanent exclusion Haringey LEA will be notified promptly once the exclusion is confirmed.

H. Arranging an Appeal Hearing

32. The letter from the Clerk to the Student Discipline Committee will inform the Parents of their right to appeal against the decision of the Student Discipline Committee not to re-instate the permanently excluded student. The letter will give the name and contact details for the Clerk to the Appeals Panel (who will not be the same person as the Clerk to the Student Discipline Committee) and explain that the Parent's notice of appeal must be in writing and set out the grounds of appeal. The letter will tell the parents that the final date for lodging an appeal will be 15 City Academy days from the date the parent receives notice.

33. The day on which the parent is given notice will be taken to be the second City Academy day after the date of posting by first class post, or where the notice is hand-delivered, the date of delivery (unless a different date of receipt can be demonstrated). No appeal will be accepted if it is made after the final date for lodging an appeal.

34. The Independent Appeals Panel will comprise three independent panel members plus a clerk appointed by the Governing Body.

35. No Governor, employee of the Greig City Academy Trust or person who has had any connection with the Greig City Academy Trust or with the excluded student or with the incident leading to the exclusion, shall serve on the Appeal Panel. The members of the Panel will be people with experience in education in the area; at least one must be a lay member.

36. The Appeals Panel will not reinstate students purely on minor 'technicalities' relating to prior procedure, where they are persuaded on the merits of the case that the exclusion was justified and would not otherwise direct that the student should be reinstated. The Appeals Panel will rather consider afresh the question of whether the student should be reinstated.

37. The Appeals Panel will meet within 15 City Academy days of the date the parent lodges

remains that someone accused of something is entitled to know the substance and the source of the accusation. If any witnesses are going to appear in person, all parties need to know the details in advance of the day of the hearing.

56. The calling of character witnesses is at the discretion of the panel, but should be allowed unless there is good reason to refuse. It is for the panel to decide whether any witnesses, having given evidence, should remain for the remainder of the presentation of the case.

57. If any of the parties intend to raise matters or produce documents at the hearing which are not covered by the statement of decision or the notice of appeal, these should be submitted to the clerk to the Appeals Panel in good time before the hearing. If substantial new issues are raised for the first time at the hearing, an adjournment may be necessary to allow all parties to consider the issues.

58. An Appeals Panel, when directing re-instatement, may specify a future date rather than an immediate return; perhaps, to allow for support arrangements to be put in place. But the date of re-instatement should be reasonable in all the circumstances. The Appeals Panel cannot attach conditions to the re-instatement of a student.

59. Under no circumstances can an appeal continue if the number of panel members drops below three at any stage during the appeal. Once an appeal has begun, no panel member may be substituted by a new member for any reason. In the case of a five member panel, if any member dies or is taken ill, the panel may continue, provided the two categories of member are still represented on the panel.

L. RECORD OF THE PROCEEDINGS OF AN APPEALS PANEL

60. In addition to notes taken during appeals to help the panel's decision-making process (including a record of the Student Discipline Committee's decision and the reasons for it) the clerk to an Appeals Panel should keep brief notes of the proceedings, the attendance, the voting and the decision in such forms as the Appeals Panel deems appropriate.

M. AFTER THE HEARING

61. The decision of the Appeals Panel is binding on all parties. The Appeals Panel will communicate its decision to all parties by the end of the second City Academy day after the appeal hearing. Where a hearing is held on the last day of term or outside term-time, the panel will notify all parties by the end of the second working day after the conclusion of the hearing.

62. If the Appeals Panel upholds the permanent exclusion, the clerk should immediately report this to the LEA. The clerk should also advise the parent to contact the LEA about arrangements for their child's continued education. The Principal teacher should remove the student's name from Greig City Academy's roll the day after the conclusion of the exclusion appeal. Where the Appeals Panel direct re-instatement they should immediately inform the Principal teacher of their decision and specify the date on which the student must be readmitted.

63. Details of an exclusion may not be deleted from the student record, where an exclusion is a matter of fact. The Governing Body must, however comply with any parental request to append their appeal statement to the student's record. It will be for the Governing Body to decide what details of the exclusion are included in the student's City Academy record: copies of the principal correspondence should be included and possibly the minutes of the Student Discipline Committee and Appeals Panel hearings, if the Student Discipline Committee and Appeals Panel respectively agree to this.

ANNEX 5

Arrangements for the Appointment and Dismissal of the Principal, Senior Vice Principal and Vice Principals of the Greig City Academy

The details of procedures for the appointment and dismissal of a principal and second tier teaching staff in the management structure will be developed and formally adopted by the Governing Body of the Greig City Academy during the Implementation Phase in the light of well-tried and tested approaches advised by the National Society of the Church of England.

As transitional steps, a Senior Vice Principal and three Vice Principals were appointed to work at St David and St Katherine's School from the beginning of the academic year 2001/02. The Governing Body of the Greig City Academy is expected to accept the appointment of these postholders to the staff of the Academy early in the Implementation Phase.

ANNEX 6

Staffing Structure and Policy on Pay, Staff Performance and Management for the Greig City Academy

The Governing Body of the Greig City Academy will formally adopt management structures and associated pay scales for both teaching staff and support staff (with appropriate connecting links between these structures) early in the Implementation Phase.

Broadly, it is the intention that there will be three categories of staff; leadership teachers, advanced skills teachers and core teaching staff with remuneration based upon the datum level set by the Teachers' Pay and Conditions Order. All teachers who transfer to the Greig City Academy contract will receive an allowance in respect of changed conditions of service involving extension of working hours and increased demands both arising from the special characteristics of the new institution.

Policy and procedure for systematic management and review of the performance of staff in relation to the aims and objectives of the City Academy and professional development will be agreed by the Governing Body of the Greig City Academy during the Implementation Phase in the new calendar year.

The documents are expected to cover:

- the annual cycle of planning, monitoring and review of performance;
- definition of the roles and responsibilities of appraisers and appraisees and associated training;
- links between performance management policy and any other Academy policies such as those applying to pay, discipline and capability;
- guidance on access to the outcomes of the process;
- a procedure for handling complaints;
- and
- a commitment to regular review of the effectiveness of the policy and procedures.

ANNEX 7

Policy on Staff Discipline and Capability for the Greig City Academy

It is the intention of the Governing Body of Greig City Academy to formulate policy and decide procedure for both teaching and support staff during the early stages of the Implementation Phase in the spirit of guidance available through existing advisory documents produced by the National Society.

RELIGIOUS EDUCATION AND COLLECTIVE WORSHIP POLICY

- At the City Academy, the teaching of R.E. and collective worship are considered to play a significant part in enhancing its ethos and affirming its identity as a community striving to promote the belief that all individuals are made in the image of God, are of intrinsic worth and have innate potential.
- The City Academy is conducted in accordance with the rites, practices and doctrines of the Church of England as contained in its Trust Deed. It reflects broad churchmanship, tolerance and compassion, allowing all its members to find a place and to be given space.
- The aim of Religious Education is to explore the place and explicit significance of religion in human life, making a distinctive contribution to each student's search for a faith by which to live. It also contributes to students' wider development, spiritually, morally, culturally and socially. All concerned seek to ensure that it promotes understanding and respect and tolerance for those who follow other faiths.
- R.E. is taught in accordance with Diocese of London's Agreed Syllabus. All students study RE. It is an aspiration of the Academy to promote GCSE R.E. for all at Key Stage 4.
- Under the proposals for the City Academy, the daily act of worship will be approached creatively, and inclusively to offer opportunities for giving praise and honour to God in a variety of groups and ways.
- The City Academy aims to allow its members time and space to explore their own beliefs, to reflect and to consider spiritual and moral values and make their own responses. It also recognises those concepts, principles and behaviours that characterise the highest examples and achievement of the human spirit as worthy of celebration.
- Students will therefore have the opportunity to participate in collective worship in their form groups or in their teaching groups. Here using the latest technology of inter-reactive whiteboard and CCTV, all the City Academy will have access to worship that can be pre recorded to assure quality, maximise technology and minimise movement and disruption. This could provide a powerful tool using the City Academy specialism for all to share in a collective experience, but which could be pursued in smaller groups.
- In addition each of the four Schools, under its own Director of Learning will have acts of worship that can affirm the School's identity.
- Sections of the City Academy will be also brought together, as now, for worship led by members of the Senior Management Team

- Students will at all times be encouraged to lead, contribute to and participate in worship. The community will also be encouraged to act in partnership as a resource for worship with efforts being made to build upon existing relationships with clergy and Christian youth organisations.
- The City Academy also aims to provide Eucharistic worship in the Anglican tradition in the chapel, local churches and as a community of staff.
- That worship is perceived as an integral part of the life of the City Academy and able to bring together the sacred and the secular, is reflected in the proposed structure for support staff. Here the Chaplain will play a key role beyond that of the overt worship life of the City Academy. S/he will work closely with such colleagues as the SENCO, Welfare and Counselling and Attendance officers in meeting the needs of the whole child. This holistic approach is key to the further development of rich home/school partnerships and the vibrant community links that are to be developed.

Formulation and Review.

This policy has been drawn up following consultation with Project Management Group. Further consultation will take place following the appointment of the Leadership Team of the City Academy. It will be implemented from September 2001 and reviewed annually, and reported annually to parents.

Annex 11

SCHEDULE OF APPROVALS BY SECRETARY OF STATE REQUIRED IN RELATION TO CAPITAL PROGRAMME TO ESTABLISH THE GREIG CITY ACADEMY

1. DfES's specific approval and authorisation is required on the overall programme for the design, construction, refurbishment, adaptation, repair and equipment works for the establishment of the Greig City Academy. This will apply through all key stages and elements within the development and realisation of the project. In particular DfES approval is required at the points outlined at a-k below.
- (a) Potential sites will be subject to analysis and feasibility appraisal to establish the degree of suitability whereby a city academy project may be economically provided within specific programme requirements. Agreement will be sought with sponsors and their design team from the outset on this basis.
- (b) Approval to the Project Brief and budgetary estimated costs, in meeting the aims and objectives of the City Academy.
- (c) Arrangements for the selection and appointment of the design team (including the project manager, architect, quantity surveyor and other professional assistance engaged in the capital works).
- (d) The Project Manager's Project Execution Plan.
- (e) The choice of contractual method (including arrangement to secure compliance with OJEC and other European and domestic legislation).
- (f) Approval at early outline proposal stage (RIBA Stage 'C') demonstrating broad analysis of educational requirements, and DfES standards within the overall design concept and interpretation and development of the brief, supported by a professionally generated cost estimate/cost plan, programme, and report.
- (g) Approval to proposals for outline planning submission.
- (h) The plans, areas (including a schedule of accommodation), specifications and costs of building works: (at RIBA Stage D), demonstrating value for money, design co-ordination and compliance with all briefing (development) requirements and programme. Pre-tender approval on detail designs and likely tender costs.
- (i) Arrangements for the selection and appointment of all contractors engaged in the capital works.
- (j) The acceptance of tenders, placing of orders for the works, and copies of the contractor programme for the completion of the works.

- (k) The Contract Sum, once approved will not be exceeded without prior approval of the DfES. The Department is committed to ensuring that the implications of any significant proposed changes to the scope and content of the cost plan and programme are fully understood and assessed for approval before implementation.
 - (l) Arrangements for supervision the progress of capital works on a day to day basis, including the appointment of a named individual.
2. The City Academy Trust will advise the DfES of any upturn in estimated costs and effect to programme through all stages of the project.
 3. Payments shall be made to the City Academy in respect of building works in accordance with agreed staged payments for professional services, project development through all key stages, and certified payments, by the design team/contractor administrator and project manager.
 4. Officers of the DfES shall have access at all reasonable times to the site (by prior agreement with the contractor) and to the individual at 1l above.
 5. Notification of the official handover of the building once practical completion has been achieved.
 6. Notification of the likely date for the issue of Certificate of Making Good Defects.
 7. Approval and breakdown of the Final Account.

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Schedule B

The Amended Funding Agreement

made pursuant to a

Deed of Variation dated

2015



Department
for Education

Mainstream academy and free school: single funding agreement

FUNDING AGREEMENT: SINGLE MAINSTREAM ACADEMY/FREE SCHOOL

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SUMMARY

Information about the Academy:

Name of Academy Trust	Greig City Academy
Company number	04220486
Name of academy	Greig City Academy
Date Opened	September 2002
Type of academy (indicate whether academy or free school)	Academy Sponsor Led
Religious designation	Church of England
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	N/A
Capacity	1200
Age range	11-18
Number of sixth form places	
Number of boarding places	N/A
SEN unit / Resource provision	N/A
Land arrangements (Version 1-7 or other)	Version 3
Address and title number of Land	High Street, Hornsey, Haringey, London, N8 7NU
Contact details for the Chair of Board of Charity Trustees	High Street, Hornsey, Haringey, London, N8 7NU

Please confirm which clause variations have been applied or marked as 'Not used'

Clause No	Descriptor	Applied	Not used
1.19	Only applies to free schools and new provision academies	x	
2.9.A	Clause applies where an academy was previously a VC or foundation school designated with a religious character		x
2.12, 2.13	Only applies where the academy has an SEN unit		x
2.23	Only applies where there was a predecessor independent school		x
2.24	Only applies where the academy provides boarding		x
2.26	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies		x
2.32	Clause applies only to academies and free schools designated with a religious character	x	
2.33	Clause applies only to academies that were formerly wholly selective grammar schools		x
2.34	Clause applies only to academies that were formerly partially selective grammar schools		x
2.39	Clause applies to free schools and new provision academies designated with a religious character		x
2.50	Clause only applies where the academy is designated with a religious character	x	
2.51	Clause only applies where the academy has not been designated with a religious character		x
2.52	Clause applies where an academy was previously a VC school or foundation school designated with a religious character		x
2.52c)	Sub-clause applies if the academy is designated with a denominational religious character – CE etc. rather than 'Christian'		x
3.16 – 3.21	Option 1 applies to converter and sponsored academies: if used delete option 2	x	

Clause No	Descriptor	Applied	Not used
3.16 – 3.21	Option 2 applies to free schools and new provision academies: if used delete option 1		x
3.23	Clause does not apply to academy converters		x
3.33	Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans	x	
3.34	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies	x	
4.5	Clause applies where the academy has 16-19 provision	x	
4.5A	Clause only applies to free schools		x
4.11	Clause to be included where relevant circumstances apply – and only in relation to academy converters		x
4.16	Clause only applies where a Start-Up period applies to the academy		x
6.1 – 6.4	Clauses do not apply to free schools and new provision academies		x
7.6A	Clause applies only to a boarding academy/free school		x
7.8	Clause only applies to sponsored academies	x	
7.15	Clause applies to free schools and may be applied to new provision academies		x
7.16	Clause applies to free schools and may be applied to new provision academies		x
7.17	Clause applies to free schools and may be applied to new provision academies		x
7.18	Clause applies to free schools and may be applied to new provision academies		x
7.19	Clause applies to free schools and may be applied to new provision academies		x
8.12	Clause only applies to schools which are designated with a Church of England or Roman Catholic character	x	

1 ESTABLISHING THE ACADEMY

Introduction to this agreement

- 0.1. This Agreement is between the Secretary of State for Education (the “**Secretary of State**”) and Greig City Academy (the “**Academy Trust**”), and is an academy agreement as defined by section 1 of the Academies Act 2010.
- 0.2. The Academy Trust is a company limited by guarantee incorporated in England and Wales with company number 04220486. The Academy Trust is a charity and its directors are the Charity Trustees of the Academy Trust.
- 0.3. In order for the Academy Trust to establish and run an independent school in England, according to the provisions of the Academies Act 2010, to be known as Greig City Academy (the “**Academy**”), and in order for the Secretary of State to make payments to the Academy Trust, the Academy Trust must meet the requirements in this Agreement.
- 0.4. In this Agreement these capitalised words and expressions will have the following meanings:

“**Academies Financial Handbook**” means the document with that title published by the EFA and amended from time to time, on behalf of the Secretary of State.

“**Academy Financial Year**” means the year from 1 September to 31 August, or a different period notified in writing by the Secretary of State.

“**Articles**” means the Academy Trust’s articles of association.

“**Business Day**” means any day other than a Saturday, Sunday, Christmas Day, Good Friday or any day which is a bank holiday with the meaning given to that expression in the Banking and Financial Dealings Act 1971.

“**Charity Trustees**” means the directors of the Academy Trust, who are responsible for the general control and management of the administration of the Academy Trust.

“**Chief Inspector**” means Her Majesty’s Chief Inspector of Education, Children’s Services and Skills.

“Control” means the power of an organisation or individual (‘A’) to ensure that the affairs of another organisation are conducted in accordance with A’s wishes, whether through share ownership or voting power, by agreement, because of powers conferred by articles of association or any other document, or otherwise; and **“Controls”** will be construed accordingly.

“DfE” and the expression **“Department”** means the Department for Education or any successor Department which has responsibility for schools”

“EFA” means the Education Funding Agency.

“Guidance” means guidance issued by or on behalf of the Secretary of State, as amended from time to time.

“Independent School Standards” means the independent school standards prescribed under section 157 of the Education Act 2002.

“LA” means a local authority.

“Parents” means parents or guardians.

“Predecessor School” means the school which the Academy has replaced, where applicable.

“Publicly Funded Assets” means (a) assets or property funded wholly or partly using payments made by or on behalf of the Secretary of State, and (b) publicly funded land as defined in paragraph 22(3) of Schedule 1 to the Academies Act 2010.

“Pupil Premium” means an amount equivalent to the pupil premium as defined in the School and Early Years Finance (England) Regulations 2013.

Any reference to **“Secretary of State”** includes a reference to the EFA acting on the Secretary of State’s behalf.

“Secretary of State’s consent” means the Secretary of State’s specific, prior written consent, which will not be unreasonably withheld or delayed.

“SEN” means Special Educational Needs and the expressions **“special educational needs”** and **“special educational provision”** have the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014.

“Teaching Staff” means teachers and the principal or head teacher employed at the Academy.

“Termination Notice” means a notice sent by the Secretary of State to the Academy Trust, terminating this Agreement on the date specified in the notice.

“Termination Warning Notice” means a notice sent by the Secretary of State to the Academy Trust, stating his intention to terminate this Agreement.

- 1.5. The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament.
- 1.6. A reference in this Agreement to any party or body includes its successors.
- 1.7. Any words following the terms ‘include’, ‘including’ or ‘in particular’ are by way of illustration, not limitation.
- 1.8. A reference in this Agreement to land includes any buildings or structures on the land.
- 1.9. References to this Agreement include any and all annexes.
- 1.10. Where any legislation, legal requirement or published guidance is referred to, unless otherwise stated, the following terms should be interpreted as follows:
 - a) the “school” refers to the Academy;
 - b) the “head teacher” may refer to the Academy’s head teacher or principal;
 - c) the Academy Trust will be deemed to be the “responsible authorities”; and
 - d) references to registered pupils will be treated as references to registered pupils at the Academy.
- 1.11. References in this Agreement to any named legislation, legal requirement or published guidance, should be taken to include any amendment to or replacement of it.

- 1.12. If any questions arise about how this Agreement should be interpreted, the answer will be decided by the Secretary of State, after discussion with the Academy Trust.

General Obligations of the Academy Trust

- 0.13. The Academy Trust must ensure that the Academy meets the requirements in section 1A of the Academies Act 2010.
- 0.14. To the extent that it is compatible with the Academy Trust fulfilling its charitable purpose of advancing education in the United Kingdom for the public benefit, the Academy Trust must ensure that the Academy is at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community.
- 0.15. The Academy Trust must conduct the Academy within the terms and requirements of:
- a) the Articles;
 - b) any legislation or legal requirement that applies to academies, including the Independent School Standards and legislation about meeting the needs of pupils with SEN and disabilities;
 - c) the Academies Financial Handbook, as stated in clauses 4.6–4.8; and
 - d) this Agreement.
- 0.16. The Academy Trust must, as soon as is reasonable, establish an appropriate mechanism for receiving and managing donations for the purpose of its aims as specified in the Articles.
- 0.17. The Academy Trust must obtain the Secretary of State's consent before applying for the Academy to be designated as a school with religious character. The Secretary of State may at his discretion refuse or consent to the Academy Trust making such an application.
- 0.18. Unless an Academy operated by the Academy Trust is designated as a school with a religious character under the Religious Character of Schools

(Designation Procedure) (Independent Schools) (England) Regulations 2003, it agrees to be bound by the prohibition against discrimination in section 85 of the Equality Act 2010.

1.19. Not used.

1.20. The Academy Trust is not required to publish information under this Agreement if to do so would breach its obligations under the Data Protection Act 1998.

Academy opening date

1.21. The Academy Trust opened the Academy on 1st September 2002.

Governance

1.22. The Academy will be governed by a board comprising the Charity Trustees of the Academy Trust (the “**Board of Charity Trustees**”).

1.23. The Board of Charity Trustees must have regard to any Guidance on the governance of academy trusts.

1.24. The Academy Trust must provide to the Secretary of State the names of all new or replacement *Charity Trustees and members of the Academy Trust, stating *whether they have been appointed or elected, the date of their appointment[*or election and, where applicable, the name of the *Charity Trustee or member they replaced as soon as is practicable and in any event within 14 days of their appointment *or election.

1.25. The Academy Trust must not appoint any new or replacement [*Charity Trustees or members until it has first informed them, and they have agreed, that their names will be shared with the Secretary of State to enable him to assess their suitability.

1.26. The Academy Trust must not amend or remove the provisions in its Articles relating to the appointment or election or the resignation or removal or Charity Trustees or members (“the Governance Articles”) without the Secretary of State’s consent.

1.27. Before any change to the Governance Articles is proposed the Academy Trust must give notice to the Secretary of State of:-

- a) the proposed amendment or removal; and
- b) the reason for it.

1.28. If the Secretary of State consents to the proposed changes, the Academy Trust shall approve any changes to the Articles as soon as reasonably practicable and provide the Secretary of State with a copy of the amended Articles and the resolution(s) approving them.

2. RUNNING OF THE ACADEMY

Length of school day and year

2.1. The length of the school day and year is the responsibility of the Academy Trust.

Teachers and staff

2.2. In complying with the Independent School Standards, the Academy Trust must require enhanced Disclosure and Barring Service ("DBS") certificates as appropriate for members of staff, supply staff, members of the Academy Trust, individual Charity Trustees and the chair of the Board of Charity Trustees.

2.3. The Academy Trust must promptly submit to the Secretary of State, on request, the information contained in any enhanced DBS certificate that it receives.

2.4. Subject to clauses 2.5 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.

2.5. The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by an LA, and in doing so must

comply with the law, regulations and guidance that apply to maintained schools.

- 2.6. Teachers' pay and conditions of service are the responsibility of the Academy Trust.
- 2.7. The Academy Trust must ensure that all teachers employed at the Academy have access to the Teachers' Pension Scheme and, in so doing, must comply with the requirements of this scheme and with Fair Deal for staff pensions guidance published by HM Treasury.
- 2.8. The Academy Trust must, in accordance with the Local Government Pension Scheme (Administration) Regulations 2008 and with Fair Deal for staff pensions guidance published by HM Treasury, ensure that all affected staff employed in the Academy other than teachers have access to the Local Government Pension Scheme, unless an individual expressly chooses to opt out of the Scheme in accordance with the regulations.
- 2.9. Where a member of the Teaching Staff employed at the Academy applies for a teaching post at another academy, a maintained school, or a further education institution, the Academy Trust must at the request of the board of governors or academy trust of that other educational institution:
- a) advise in writing whether or not, in the previous two years, there have been any formal capability considerations or proceedings for that teacher at the Academy or the Predecessor School;
 - b) give written details of the concerns which gave rise to any such consideration of that teacher's capability, the duration of the proceedings and their outcome.
- 2.9A Not Used.

Pupils

- 2.10. The planned capacity of the Academy is 1200 in the age range 11-18, including a sixth form of 230 places. The Academy will be an all ability inclusive school.

2.11. The Academy Trust must ensure that the Academy meets the needs of individual pupils, including pupils with SEN and disabilities.

2.12. Not Used.

2.13. Not Used.

School meals

2.14. The Academy Trust must provide school lunches and free school lunches in accordance with the provisions of sections 512(3) and 512ZB(1) of the Education Act 1996 as if references in sections 512 and 512ZB to a local authority were to the Academy Trust and as if references to a school maintained by the local authority were to the Academy.

2.15. The Academy Trust must comply with school food standards legislation as if it were a maintained school.

2.16. Where the Academy Trust provides milk to pupils, it must be provided free of charge to pupils who would be eligible for free milk if they were pupils at a maintained school.

Pupil Premium

2.17. For each Academy Financial Year the Academy Trust must publish, on the Academy's website, information about:

- a) the amount of Pupil Premium allocation that it will receive during the Academy Financial Year;
- b) what it intends to spend its Pupil Premium allocation on;
- c) what it spent its Pupil Premium allocation on in the previous Academy Financial Year; and
- d) the impact of the previous year's Pupil Premium allocation on educational attainment.

2.18. For each Academy Financial Year the Academy Trust must, where applicable, publish, on the Academy's website, information about:

- a) the amount of year 7 literacy and numeracy catch-up premium grant that it will receive during the Academy Financial Year;
- b) what it intends to spend its year 7 literacy and numeracy catch-up premium grant on;
- c) what it spent its year 7 literacy and numeracy catch-up premium grant on in the previous Academy Financial Year; and
- d) the impact of the previous year's year 7 literacy and numeracy catch-up premium grant on educational attainment, and how that effect was assessed.

Charging

- 2.19. The Academy Trust must comply with sections 402, 450-457 and 459-462 of the Education Act 1996 with regard to public examinations, charging, providing information, inviting voluntary contributions and recovering civil debts, as if the Academy were a maintained school.
- 2.20. There must be no charge for admission to or attendance at the Academy and the Academy will only charge pupils where the law allows maintained schools to charge.
- 2.21. Clause 2.20 does not prevent the Academy Trust receiving funds from an LA or a charity in respect of the admission and attendance of a pupil with SEN to the Academy.
- 2.22. Notwithstanding clause 2.20, the Academy Trust may charge people who are not registered pupils at the Academy for education provided or use of facilities.
- 2.23. Not Used.
- 2.24. Not Used.

Admissions

- 2.25. Subject to clauses 2.30 and 2.31 the Academy Trust will act in accordance with, and will ensure that its Independent Appeal Panel is trained to act in accordance with, the School Admissions Code and School Admission Appeals Code published by the DfE (the "Codes") and all relevant admissions law as they apply to foundation and voluntary aided schools, and with equalities law. Reference in the Codes or legislation to "admission authorities" will be deemed to be references to the Academy Trust.
- 2.26. *Not Used.*
- 2.27. The Academy Trust must participate in the local Fair Access Protocol. The Academy Trust must participate in the coordinated admission arrangements operated by the LA in whose area the Academy is situated. If the Academy is a free school, the Academy Trust is not required to participate in coordination for its first intake of pupils.
- 2.28. The Academy Trust may determine admission arrangements (subject to consultation in line with the Codes) that give priority for admission to children attracting the Pupil Premium, including the service premium (the "pupil premium admission criterion"), but not above looked-after children and previously looked-after children.
- 2.29. Where the Academy Trust applies the pupil premium admission criterion, it must provide information in its admission arrangements about eligibility for the premiums.
- 2.30. For the purposes of applying the pupil premium admission criterion only, sections 1.9(f) and 2.4(a) of the School Admissions Code do not apply insofar as they prevent admission authorities from giving priority to children according to the financial or occupational status of parents or using supplementary forms that ask for:
- a) any personal details about their financial status; or

- b) whether parents are serving in the UK armed forces or were serving in the UK armed forces and are exercising parental care and responsibility for the child in question.

2.31. 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
- b) direct the Academy Trust to amend its admission arrangements where they do not comply with the Codes or this Agreement, or are otherwise unlawful.

2.32. The Academy is an academy designated with a Church of England religious character. The relevant religious authority (i.e. the diocese, or foundation faith body) is The London Diocese Board for Schools.

2.33. Not Used.

2.34. *Not Used.*

2.35. The Academy Trust must ensure that parents and 'relevant children' (as described in the Codes) have the right to appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The arrangements for appeals must comply with the Codes as they apply to foundation and voluntary aided schools. The determination of the appeal panel is binding on all parties.

2.36. Subject to clause 2.37, the meaning of "**relevant area**" for the purposes of consultation requirements in relation to admission arrangements is that determined by the relevant LA for maintained schools in the area in

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

2.37. If the Academy does not consider the relevant area determined by the LA for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August before the academic year in question for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy Trust and the LA in whose area the Academy is situated in reaching a decision.

2.38. The Office of the Schools Adjudicator (“OSA”) will consider objections to the Academy’s admission arrangements (except objections against the agreed variations from the Codes specified at clause 2.30, over which it has no jurisdiction). The Academy Trust must therefore make it clear, when determining the Academy’s admission arrangements, that objections should be submitted to the OSA. The OSA’s determination of an objection is binding on the Academy and the Academy Trust must make appropriate changes to its admission arrangements as quickly as possible.

Exclusions

2.39. If asked to by an LA, the Academy Trust must enter into an agreement with that LA that has the effect that where:

- a) the Academy admits a pupil who has been permanently excluded from a maintained school, the Academy itself or another academy with which the LA has a similar agreement; or
- b) the Academy Trust permanently excludes a pupil from the Academy, the arrangements for payment will be the same as if the Academy were a maintained school, under regulations made under section 47 of the School Standards and Framework Act 1998.

Curriculum

- 2.40. The curriculum is the responsibility of the Academy Trust.
- 2.41. The Academy Trust must ensure that the curriculum provided to pupils up to the age of 16 is balanced and broadly based, and includes English, mathematics and science.
- 2.42. The Academy Trust must publish on the Academy's website information about its curriculum, including:
- a) the content of the curriculum;
 - b) its approach to the curriculum;
 - c) where applicable, the names of any phonics or reading schemes in operation for Key Stage 1;
 - d) where applicable, the GCSE options and other Key Stage 4 qualifications, or other future qualifications specified by the Secretary of State, offered by the Academy; and
 - e) how parents (including parents of prospective pupils) can obtain more information about the Academy's curriculum.
- 2.43. The Academy Trust must not allow any view or theory to be taught as evidence-based if it is contrary to established scientific or historical evidence and explanations. This clause applies to all subjects taught at the Academy.
- 2.44. The Academy Trust must provide for the teaching of evolution as a comprehensive, coherent and extensively evidenced theory.
- 2.45. The Academy Trust must prevent political indoctrination, and secure the balanced treatment of political issues, in line with the requirements for maintained schools set out in the Education Act 1996, and have regard to any Guidance.
- 2.46. The Academy Trust must ensure the Academy actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs.

- 2.47A The Academy Trust must ensure the Academy promotes principles that support equality of opportunity for all.
- 2.47. The Academy Trust must provide for the teaching of religious education and a daily act of collective worship at the Academy.
- 2.48. 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 clause 2.50.
- 2.49. Subject to clause 2.49, **where the Academy is 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 at the Academy in accordance with the tenets of the Academy's specified religion or religious denomination. This is subject to paragraph 4 of Schedule 19 to the School Standards and Framework Act 1998, which applies as if the Academy were a voluntary aided school with a religious character;
 - b) the Academy Trust must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if the Academy were a foundation school with a religious character or a voluntary school, and as if references to “the required collective worship” were references to collective worship in accordance with the tenets and practices of the Academy's specified religion or religious denomination;
 - c) the Academy Trust must ensure that the quality of religious education given to pupils at the Academy and the contents of the Academy's collective worship given in accordance with the tenets and practices of its specific religion or religious denomination are inspected. The inspection must be conducted by a person chosen by the Academy Trust, and the Academy Trust must ensure that the inspection complies

with the statutory provisions and regulations which would apply if the Academy were a foundation or voluntary school designated as having a religious character.

2.50. Not Used.

2.52. ***Not Used.***

2.53. The Academy Trust must have regard to any Guidance, further to section 403 of the Education Act 1996, on sex and relationship education to ensure that children at the Academy are protected from inappropriate teaching materials and that they learn the nature of marriage and its importance for family life and for bringing up children. The Academy Trust must also have regard to the requirements in section 405 of the Education Act 1996, as if the Academy were a maintained school.

2.54. The Academy Trust must ensure that careers guidance is provided at the Academy, in accordance with the requirements on maintained schools in the Education Act 1997.

Assessment

2.55. The Academy Trust must:

- a) ensure that pupils are entered for examinations in line with the requirements on maintained schools in section 402 of the Education Act 1996;
- b) comply with the relevant Guidance, as it applies to maintained schools, to ensure that pupils at the Academy take part in assessments, and in teacher assessments of pupils' performance;
- c) report on assessments as the Secretary of State requires, or provide any information on assessments, on the same basis that maintained schools are required to provide the information;
- d) for all Key Stages, allow monitoring and moderation of the Academy's assessment arrangements as required by the Secretary of State.

- 2.56. Unless specifically approved in writing by the Secretary of State, the Academy Trust must not use GAG to offer any course of education or training which leads to a qualification, if that qualification is not approved by the Secretary of State for the purpose of section 96 of the Learning and Skills Act 2000.
- 2.57. Unless informed by the Secretary of State that alternative information must be published, the Academy Trust must ensure that the following information is published on the Academy's website:
- a) where applicable, the Academy's most recent Key Stage 2 results as published by the Secretary of State in the School Performance Tables, broken down as follows:
 - i. "% achieving Level 4 or above in reading, writing and maths";
 - ii. "% making expected progress in reading", "% making expected progress in writing", and "% making expected progress in maths";
 - iii. in relation to reading, "% achieving Level 5 or above";
 - iv. in relation to writing, "% achieving Level 5 or above"; and
 - v. in relation to maths, "% achieving Level 5 or above";
 - b) where applicable, the Academy's most recent Key Stage 4 results as published by the Secretary of State in the School Performance Tables, broken down as follows:
 - i. "% achieving 5 + A* - C GCSEs (or equivalent) including English and maths GCSEs";
 - ii. "% achieving the English Baccalaureate"; and
 - iii. "% of pupils making expected progress";
 - c) information about where and how parents (including parents of prospective pupils) can access the most recent report about the Academy published by the Chief Inspector; and

- d) information about where and how parents (including parents of prospective pupils) can access the School Performance Tables published by the Secretary of State.

2.58. The Secretary of State may direct the Academy to participate in international education surveys under the Education Act 1996, as if it were a maintained school.

3. **GRANT FUNDING**

Recurrent Expenditure grants

- 3.1. The Secretary of State will pay grants towards Recurrent Expenditure and may pay grants towards Capital Expenditure for the Academy.
- 3.2. **"Recurrent Expenditure"** means any money spent on the establishment, conduct, administration and maintenance of the Academy which does not fall within Capital Expenditure.
- 3.3. In respect of Recurrent Expenditure, the Secretary of State will pay **General Annual Grant ("GAG")**, and may additionally pay **Earmarked Annual Grant ("EAG")**. These are two separate and distinct grants.
- 3.4. Except with the Secretary of State's consent, the Academy Trust must not make commitments to spending which have substantial implications for future grant. No decision by the Academy Trust will commit the Secretary of State to paying any particular amount of grant.

Capital Grant

- 3.5. The Secretary of State may pay a grant (**"Capital Grant"**) to the Academy Trust for the purpose of spending on items of Capital Expenditure.
- 3.6. **"Capital Expenditure"** means expenditure on:
 - a) acquiring land and buildings;
 - b) erecting, enlarging, improving or demolishing any building including any fixed plant, installation, wall, fence or other structure, or any playground or hard standing;

- c) installing electrical, mechanical or other services other than necessary repairs and maintenance due to normal wear and tear;
- d) buying vehicles;
- e) installing and equipping premises with furnishings and equipment, other than necessary repairs and maintenance due to normal wear and tear;
- f) installing and equipping premises with computers, networking for computers, operating software and ICT equipment, other than necessary updates or repairs and maintenance due to normal wear and tear;
- g) providing and equipping premises, including playing fields and other facilities for social activities and physical recreation other than necessary repairs and maintenance due to normal wear and tear;
- h) works of a permanent character other than the purchase or replacement of minor day-to-day items;
- i) any major repairs or replacements which are specified as capital expenditure in any grant letter relating to them;
- j) such other items (whether like or unlike any of the foregoing) of a substantial or enduring nature which the Secretary of State agrees are capital expenditure for the purposes of this Agreement;
- k) professional fees properly and reasonably incurred in connection with the provision of any of the above; and
- l) VAT and other taxes payable on any of the above.

3.7. Any Capital Grant funding that may be made available to the Academy Trust will be notified to it by the Secretary of State.

3.8. The Academy Trust must spend Capital Grant only on items of Capital Expenditure approved by the Secretary of State and in accordance with conditions specified by the Secretary of State. Further, the Academy Trust must provide evidence that it has obtained all planning and other consents

required for any proposed building and infrastructure development to be funded using Capital Grant.

- 3.9. In order to receive payments of Capital Grant, the Academy Trust must provide supporting invoices and certificates in the format specified by the Secretary of State.
- 3.10. The Academy Trust must provide an account of Capital Grant received, and associated spending on Capital Expenditure using Capital Grant, in the Academy Trust's financial statements and any other financial reports or returns that the Secretary of State may require.
- 3.11. If in its use of Capital Grant the Academy Trust does not comply with this Agreement or any of the conditions specified by the Secretary of State, or the project does not accord with the original specification or has not been completed, the Secretary of State may at his discretion not make any further payments of Capital Grant and require the Academy Trust to repay all or part of the Capital Grant.

General Annual Grant (GAG)

- 3.12. The Secretary of State will pay GAG to the Academy Trust to cover the Academy's normal running costs or capital expenditure, including:
 - a) teachers' salaries and related costs (including pension contributions, full- and part-time teaching staff and payments in respect of seconded teachers);
 - b) non-teaching staff salaries and related costs (including pension contributions);
 - c) employees' expenses;
 - d) buying, maintaining, repairing and replacing teaching and learning materials and other educational equipment, including books and stationery;

- e) buying, maintaining, repairing and replacing other assets including ICT equipment and software, sports equipment and laboratory equipment and materials;
- f) examination fees;
- g) repairs, servicing and maintenance of buildings (including redecoration, heating, plumbing and lighting); maintenance of grounds (including boundary fences and walls); insurance; cleaning materials and contract cleaning; water and sewerage; fuel and light (including electricity and gas); rents; rates; purchase, maintenance, repairs and replacement of furniture and fittings;
- h) medical equipment and supplies;
- i) staff development (including in-service training);
- j) curriculum development;
- k) the costs of providing school meals for pupils (including the cost of providing free school lunches to pupils who are eligible to receive them), and any discretionary grants to pupils to meet the cost of pupil support, including support for pupils with SEN or disabilities;
- l) administration; and
- m) establishment expenses and other institutional costs.

3.13. GAG for each Academy Financial Year for the Academy will include:

- a) funding equivalent to that which would be received by a maintained school with similar characteristics, determined by the Secretary of State and taking account of the number of pupils at the Academy;
- b) funding to cover necessary functions which would be carried out by the relevant LA if the Academy were a maintained school;
- c) payment of any additional specific grants made available to maintained schools, where the Academy meets the criteria for those grants, and at the Secretary of State's discretion; and

- d) funding for any other costs to the Academy which the Secretary of State considers necessary.

3.14. The Academy Trust must use GAG only for maintaining, carrying on, managing and developing the Academy in accordance with this Agreement, except where the Secretary of State has given specific consent for the Academy Trust to use GAG for another charitable purpose.

3.15. In particular, the Academy Trust must not use GAG for:

- a) education and training for adults who are not pupils of the Academy, other than staff professional development;
- b) nursery provision for which parents are charged a fee;
- c) nursery provision to children outside the Academy's age range in clause 2.10;
- d) Children's Centres; or
- e) any additional cost of providing sport and leisure facilities for a purpose not permitted in clause 3.14.

Calculation of GAG

3.16 – 3.19. Not used.

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

3.21. For Academy Financial Years after that referred to in clause 3.20, the basis of the pupil count for determining GAG will be:

- a) for pupils in Year 11 and below, the Schools Census which 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 for maintained schools.

- 3.22. The Secretary of State may, at his discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity in clause 2.10. If such an 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.
- 3.23. The Secretary of State may pay a further element of GAG to the Academy Trust during the Start-Up Period or during the period when year groups are present who have transferred from the Predecessor School, in order to allow the Academy to:
- a) purchase a basic stock of teaching and learning materials (including library books, text books, software, stationery, science equipment and equipment for physical education) and other consumable materials; and
 - b) meet the costs associated with the recruitment and induction of additional staff.

After the Start-Up Period these costs will be met through the ordinary GAG.

- 3.24. The Secretary of State recognises that if a Termination Notice or a Termination Warning Notice is served, 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 Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

Earmarked Annual Grant (EAG)

- 3.25. The Secretary of State may pay EAG to the Academy Trust for specific purposes, agreed between the Secretary of State and the Academy Trust, and described in the relevant funding letter. The Academy Trust must spend EAG only in accordance with that letter.
- 3.26. Where the Academy Trust is seeking a specific EAG for any Academy Financial Year, it must send a letter to the DfE outlining its proposals and the reasons for the request.

Arrangements for paying GAG and EAG

- 3.27. Before each Academy Financial Year, the Secretary of State will notify the Academy Trust of the GAG and EAG amounts which, subject to parliamentary approval, the Secretary of State plans for that Academy Financial Year and how they have been calculated.
- 3.28. The amount of GAG for an Academy Financial Year will be decided annually by the Secretary of State, and notified to the Academy Trust in a funding letter sent before the relevant Academy Financial Year begins (the “**Annual Letter of Funding**”).
- 3.29. Amounts of EAG will be notified to the Academy Trust wherever possible in the Annual Letter of Funding or as soon as is practicable afterwards.
- 3.30. The Annual Letter of Funding will, as well as stating the grant amounts, set out how they have been calculated. It will not include grants which cannot be calculated in time because there is not enough information, or for other administrative reasons. Any such grants will be notified as soon as practicable.
- 3.31. The Secretary of State will pay GAG in monthly instalments on or before the first day of each month (“the relevant month”), to fund the salaries and other payroll costs of all monthly paid employees and all other costs payable during the relevant month. The detailed arrangements for payment will be set out in the Annual Letter of Funding, or an equivalent.

3.32. If GAG or EAG is miscalculated:

- a) because of a mistake by the Secretary of State, which leads to an underpayment to the Academy Trust, the Secretary of State will correct the underpayment in the same or subsequent Academy Financial Years;
- b) because the Academy Trust provided incorrect information, which leads to an underpayment to the Academy Trust, the Secretary of State may correct the underpayment in the same or subsequent Academy Financial Years;
- c) for any reason which results in an overpayment to the Academy Trust, the Secretary of State may recover any overpaid grant in the same or subsequent Academy Financial Years, having considered all the relevant circumstances and taking into account any representations from the Academy Trust.

Other relevant funding

3.33. The Academy Trust may apply to the Secretary of State for financial assistance in relation to proposed redundancies at the Academy. In response to such an application, the Secretary of State may at his discretion agree to meet a proportion of the Academy Trust's costs arising from the inclusion of academies in the schedules to the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999. The Secretary of State may agree to meet the costs of an employee's prior eligible service, being service before the Academy opened, but the Academy Trust must meet the costs of service after the Academy opened. The Secretary of State's financial assistance in this respect will only be available in the first two years after the Academy opens.

3.34. ***Not Used.***

3.35. The Academy Trust may receive additional funding from an LA under an agreement with that LA for the provision of support for pupils with SEN who

require high levels of such support. The Academy Trust must ensure that all support required under that agreement is provided for those pupils.

4. FINANCIAL AND ACCOUNTING REQUIREMENTS

General

- 4.1. In order for the Secretary of State to provide grant funding to the Academy Trust, the Academy Trust must be fulfilling the financial and reporting requirements in this Agreement.
- 4.2. In its conduct and operation, the Academy Trust must apply financial and other controls which meet the requirements of regularity, propriety and value for money.
- 4.3. The Academy Trust must appoint an accounting officer and must notify the Secretary of State of that appointment. The Academy Trust must assign to the accounting officer the responsibilities of the role set out in the Academies Financial Handbook and HM Treasury's publication 'Managing Public Money'.
- 4.4. The Academy Trust must abide by the obligations of, and have regard to the guidance for, charities and charity trustees issued by the Charity Commission and, in particular, the Charity Commission's guidance on 'Protecting Charities from Harm'. Any references in this document which require charity trustees to report to the Charity Commission should instead be interpreted as reporting to the body or person prescribed as the principal regulator under the Charities Act 2011.
- 4.5. Not used,
- 4.5A Not Used.

Application of the Academies Financial Handbook

- 4.6. In relation to the use of grant paid to the Academy Trust by the Secretary of State, the Academy Trust must follow the requirements of, and have regard to the guidance in, the Academies Financial Handbook.

- 4.7. The Academy Trust must have adequate insurance cover or opt in to the Department's arrangements as set out in the Academies Financial Handbook.
- 4.8. The Academy Trust must submit information about its finances to the Secretary of State in accordance with the Academies Financial Handbook, or as otherwise specified by the Secretary of State.

Budgeting for funds

- 4.9. The Academy Trust must balance its budget from each Academy Financial Year to the next. For the avoidance of doubt, this does not prevent the Academy Trust from:
- a) subject to clause 4.14, carrying a surplus from one Academy Financial Year to the next; or
 - b) carrying forward from previous Academy Financial Years sufficient cumulative surpluses on grants from the Secretary of State to meet an in-year deficit on such grants in a subsequent financial year, in accordance with clauses 4.14-4.17; or
 - c) incurring an in-year deficit on funds from sources other than grants from the Secretary of State in any Academy Financial Year, provided it does not affect the Academy Trust's responsibility to ensure that the Academy balances its overall budget from each Academy Financial Year to the next.
- 4.10. The Academy Trust may spend or accumulate funds from private sources or public sources, other than grants from the Secretary of State. Any surplus from private or public sources other than grants from the Secretary of State must be separately identified in the Academy Trust's accounts.
- 4.11. Not Used.
- 4.12. The Academy Trust's budget must be approved for each Academy Financial Year by the Board of Charity Trustees.
- 4.13. The approved budget must be submitted to the Secretary of State in a form, and by a date, to be notified by the Secretary of State.

Carrying forward of funds

- 4.14. At the end of any Academy Financial Year the Academy Trust may carry forward unspent GAG from previous Academy Financial Years without limit (unless a limit is specified in the Academies Financial Handbook, or otherwise specified in writing by the Secretary of State, in which case that limit will apply).
- 4.15. The Academy Trust must use any GAG carried forward only for the purposes of GAG as set out in this Agreement, or otherwise as specified in the Academies Financial Handbook or in writing by the Secretary of State.
- 4.16. Not Used.
- 4.17. Any additional grant made in accordance with clause 3.24, for a period after the Secretary of State has served a Termination Notice or a Termination Warning Notice, may be carried forward without limitation or deduction until the circumstances set out in clause 3.24 cease to apply, or the Academy closes.
- 4.18. Any unspent grant not allowed to be carried forward under clauses 4.14-4.17 may be taken into account in the payment of subsequent grant.

Annual accounts and audit

- 4.19. The Academy Trust must prepare and file with Companies House the annual reports and accounts required by the Companies Act 2006.
- 4.20. In addition, the Academy Trust must prepare its annual reports and accounts for each Academy Financial Year:
 - a) in accordance with the Charity Commission's 'Accounting and Reporting by Charities: Statement of Recommended Practice', as if the Academy Trust were a registered charity; and
 - b) additionally as the Secretary of State directs.

- 4.21. The Academy Trust's accounts must be audited annually by independent auditors appointed in line with the Academies Financial Handbook.
- 4.22. The accounts must carry an audit report stating whether, in the auditors' opinion, the accounts show a true and fair view of the Academy Trust's affairs. The accounts must also be accompanied by such other audit reports, relating to the use of grants and other matters, as the Secretary of State directs.
- 4.23. The Academy Trust's annual report must include the names of all members of the Academy Trust who served during the year.
- 4.24. The Academy Trust's annual reports and accounts, and the auditor's reports, must be submitted to the Secretary of State by 31 December each Academy Financial Year, or as otherwise specified by the Secretary of State.
- 4.25. The Academy Trust must publish on its website its annual reports and accounts, current memorandum of association, Articles and Funding Agreement and the names of its Charity Trustees and members. The Secretary of State may also publish the Academy Trust's annual reports and accounts, and the audit report, as he sees fit.

Keeping financial records

- 4.26. The Academy Trust must keep proper accounting records. Statements of income and expenditure, statements of cash flow and balance sheets must be produced in such form and frequency as the Secretary of State directs.

Access to financial records

- 4.27. The books of accounts and all relevant records, files and reports of the Academy Trust, including those relating to financial controls, must be open at all reasonable times to officials of the DfE and the National Audit Office, and to their agents and contractors, for inspection or carrying out value for money assessments. The Academy Trust must give those officials and contractors reasonable assistance with their enquiries. For the purposes of this clause 'relevant' means in any way relevant to the provision and use of grants provided by the Secretary of State under this Agreement.

- 4.28. The Secretary of State may, at his expense, instruct auditors to report to him on the adequacy and effectiveness of the Academy Trust's accounting systems and internal controls to standards determined by the Secretary of State, and to make recommendations for improving the Academy Trust's financial management.

Acquiring and disposing of Publicly Funded Assets

- 4.29. In relation to Publicly Funded Assets, the Academy Trust must not, without the Secretary of State's consent:

- a) acquire or dispose of freehold land;
- b) take up or grant a lease of land;
- c) dispose of any other class of capital asset,

except as permitted in the Academies Financial Handbook, and subject to Part 3 of Schedule 1 to the Academies Act 2010.

- 4.30. The Academy Trust must give 30 days' notice to the Secretary of State, whether or not the circumstances require his approval, of its intention to take any of the actions in clause 4.29.

Retaining proceeds from the disposal of capital assets

- 4.31. Except as permitted in the Academies Financial Handbook, if the Academy Trust sells capital assets which were acquired or enhanced wholly or partly using payments made by or on behalf of HM Government, the Academy Trust must pay to the Secretary of State, at his request, an amount of the sale proceeds equivalent to the proportion of the original cost of the acquisition or enhancement which was met by or on behalf of HM Government.
- 4.32. If the Academy Trust sells a capital asset which was transferred to it for no or nominal consideration from an LA, the Predecessor School or the Predecessor School's foundation, the Academy Trust must, if required by the Secretary of State, pay all or part of the sale proceeds to the LA or to the Secretary of State, taking into account the amount of the proceeds to be reinvested by the Academy Trust.

Transactions outside the usual planned range

4.33. In relation to Publicly Funded Assets, the Academy Trust must not, without the Secretary of State's consent:

- a) give any guarantees, indemnities or letters of comfort, except such as are given in normal contractual relations; or
- b) write off any debts or liabilities owed to it; or
- c) offer to make any special payments as defined in HM Treasury's publication 'Managing Public Money' (including ex gratia payments, staff severance payments and compensation payments)

above any values specified in the Academies Financial Handbook.

4.34. The Academy Trust must give the Secretary of State 30 days' notice, whether or not the circumstances require his consent, of its intention to do any of the actions in clause 4.33.

4.35. The Academy Trust must promptly notify the Secretary of State of any loss arising from suspected theft or fraud in line with the requirements in the Academies Financial Handbook, or otherwise specified by the Secretary of State.

Borrowing

4.36. Except as permitted in the Academies Financial Handbook, the Academy Trust must not borrow against Publicly Funded Assets, or so as to put Publicly Funded Assets at risk, without the Secretary of State's consent.

5. LAND CLAUSES

The parties' rights and obligations in respect of the Land are set out in the Church Supplemental Agreement or private lease dated [DATE] and made between (1) the Secretary of State; (2) the Academy Trust; (3) Site of the Greig City Academy,

Haringey ; and (4) any relevant religious authority. For the purposes of this clause, Land has the meaning given in the Church Supplemental Agreement or private lease.

6. COMPLAINTS

6.1. Not Used.

6.2. Not Used.

6.3. Not Used.

6.4. Not Used.

7. TERMINATION

Termination by either party

7.1. Either party may give at least seven Academy Financial Years' notice to terminate this Agreement. Such termination would take effect on 31 August of the relevant year.

Termination Warning Notice

7.2. The Secretary of State may serve a Termination Warning Notice where he considers that:

- a) the Academy Trust has breached the provisions of this Agreement; or
- b) the standards of performance of pupils at the Academy are unacceptably low; or
- 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 by a breakdown of discipline.

7.3. A Termination Warning Notice served under clause 7.2 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, or confirm that it agrees to undertake the specified action.

7.4. The Secretary of State will consider any representations from the Academy Trust which he receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further action which the Academy Trust must take, and the date by which it must be completed.

7.5. If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 7.3(c), or has not completed the action required in the Termination Warning Notice under clauses 7.3(a) and (b) (and any further action specified under clause 7.4) he may serve a Termination Notice.

Termination by the Secretary of State after inspection

7.6. If the Chief Inspector gives notice to the Academy Trust that:

- a) special measures are required to be taken in relation to the Academy; 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.

7.6A Not Used.

7.7. If the Secretary of State has served a Termination Warning Notice under clause 7.6 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.

7.8. If the Chief Inspector gives a notice referred to in clause 7.6 *or clause 7.6A to the Academy Trust within two years after the Academy opened, the Secretary of State may only serve a Termination Warning Notice under clause 7.6 if:

- a) the Chief Inspector has held a monitoring inspection under section 8 of the Education Act 2005 later than two years after the Academy opened; and
- b) the Chief Inspector considers that the Academy is not making enough progress towards the removal of the designation referred to in his notice.

Nothing in this clause prevents or prejudices the Secretary of State exercising any other rights arising from or under this Agreement (including, for the avoidance of doubt, any rights under clauses 7.2 to 7.5).

Termination by the Secretary of State

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

7.10. The Secretary of State may serve a Termination Notice if any of the following events occurs, or if he considers that there is a serious risk that any of them may occur:

- a) the Academy Trust calls a formal or informal meeting of its creditors or enters into any formal or informal composition or arrangement with its creditors; or
- b) the Academy Trust proposes a voluntary arrangement within section 1 of the Insolvency Act 1986; or
- c) the Academy Trust cannot pay its debts within the meaning of section 123 of the Insolvency Act 1986 with, for the purposes of this clause, section 123 (1)(a) of this Act having an effect as if £10,000 were substituted for £750. The Academy Trust will not be considered unable

to pay its debts for the purposes of this clause if it is contesting any such demand in good faith ; or

- d) the Academy Trust has a receiver and manager (except those appointed by the Charity Commission under the Charities Act 2011), administrator or administrative receiver appointed over all or part of its undertakings, assets or income; or
- e) any distraint, execution or other process is levied or enforced on any of the Academy Trust's property and is not paid out, withdrawn or discharged within 15 business days; or
- f) the Academy Trust has passed a resolution for its winding up; or
- g) an order is made for the winding up or administration of the Academy Trust.

7.11. The Academy Trust must promptly notify the Secretary of State, with an explanation of the circumstances, after receiving any petition which may result in an order for its winding up or administration.

7.12. If

- a) Any Charity Trustee or member of the Academy Trust refuses to consent to any checks required under this Agreement, or as otherwise requested by the Secretary of State; or
- b) The Secretary of State determines that any Charity Trustee or member of the Academy Trust is unsuitable,

the Secretary of State may:

- i. direct the Academy Trust to ensure that the Charity Trustee or member resigns or is removed within 42 days, failing which the Secretary of State may serve a Termination Notice; or
- ii. serve a Termination Notice.

7.13. For the purposes of clause 7.12 a Charity Trustee or member of the Academy Trust will be "unsuitable" if that Charity Trustee or member:

- a) has been convicted of an offence;
- b) has been given a caution in respect of an offence;
- c) is subject to a relevant finding in respect of an offence; or
- d) has engaged in relevant conduct,

as a result of which, the Secretary of State considers that that Charity Trustee or member is unsuitable to take part in the management of the Academy.

7.14. For the purposes of clause 7.13:

- a) a Charity Trustee or member of the Academy Trust will be subject to a “relevant finding” in respect of an offence if:
 - i. that Charity Trustee or member has been found not guilty of the offence by reason of insanity;
 - ii. that Charity Trustee or member has been found to be under a disability and to have done the act charged against them in respect of the offence; or
 - iii. a court outside the United Kingdom has made a finding equivalent to that described in paragraphs (i) and (ii) above.
- b) “relevant conduct” is conduct by a Charity Trustee or member of the Academy Trust which is:
 - i. aimed at undermining the fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs; or
 - ii. found to be in breach of professional standards by a professional body; or
 - iii. so inappropriate that, in the opinion of the Secretary of State, it makes that Charity Trustee or member unsuitable to take part in the management of the Academy.

7.15. Not Used.

7.16. **Not Used.**

7.17. Not Used.

7.18. Not Used..

7.19. **Not Used.**

Change of Control

7.20. The Secretary of State may at any time, subject to clause 7.21, serve a Termination Notice if there is a change:

- a) in the Control of the Academy Trust; or
- b) in the Control of a legal entity that Controls the Academy Trust.

7.21. Where a person ('P') is a member or director of a body corporate (as a corporation sole or otherwise) by virtue of an office, no change of Control arises merely by P's successor becoming a member or director in P's place.

7.22. The Academy Trust must promptly notify the Secretary of State if there is a proposed or actual change of Control of the Academy Trust, or of a legal entity that Controls the Academy Trust.

7.23. When notifying the Secretary of State under clause 7.22, the Academy Trust must seek his agreement that, if he is satisfied with the change of Control, he will not exercise his right to terminate this Agreement under clause 7.20.

Funding and admission during notice period

7.24. If the Secretary of State serves a Termination Notice under clause 7.1, 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.

7.25. If the Secretary of State serves a Termination Warning Notice or a Termination Notice otherwise than under clause 7.1, the Academy Trust may continue during the notice period to admit pupils to the Academy (unless the Secretary of State specifies otherwise), and to receive GAG and EAG, in accordance with this Agreement.

Effect of Termination

- 7.26. 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.
- 7.27. Subject to clauses 7.28 and 7.29, if the Secretary of State terminates this Agreement under clause 7.1, he will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 7.1, he may at his discretion indemnify or compensate the Academy Trust.
- 7.28. The amount of any such indemnity or compensation will be determined by the Secretary of State, having regard to representations made to him by the Academy Trust, and will be paid as and when the Secretary of State considers appropriate.
- 7.29. 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 7.27, may include:
- a) staff compensation and redundancy payments;
 - b) compensation payments in respect of broken contracts;
 - c) expenses of disposing of assets or adapting them for other purposes;
 - d) legal and other professional fees; and
 - e) dissolution expenses.
- 7.30. 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
 - b) if the Secretary of State directs that a transfer under clause 7.30(a) is not required, pay to the Secretary of State at the termination date (or, by agreement with the Secretary of State, at the date of their

subsequent disposal) a sum equivalent to the proportion of the original financial contribution made by HM Government.

7.31. The Secretary of State may:

- a) waive all or part of the repayment due under sub-clause 7.30(b) if the Academy Trust obtains his permission to invest the sale proceeds for its charitable purposes; or
- b) direct the Academy Trust to pay all or part of the sale proceeds to the relevant LA.

8. OTHER CONTRACTUAL ARRANGEMENTS

Information

- 8.1. The Academy Trust must promptly provide to the Secretary of State any information that he requests about the Academy Trust or the Academy, which he regards as necessary to fulfil his role and responsibilities.
- 8.2. The Secretary of State will give the Academy Trust any information it reasonably requires of him for the running of the Academy.

Access by the Secretary of State's Officers

- 8.3. The Academy Trust must allow DfE officials to enter the Academy at any reasonable time. All records, files and reports relating to the running of the Academy must be available to them at any reasonable time. Two DfE officials may attend and speak at any meetings of the Board of Charity Trustees or any other meetings of Charity Trustees of the Academy Trust, but will withdraw from any discussion of the Academy's or the Academy Trust's relationship with the Secretary of State or any discussion of bids for funding to the Secretary of State.
- 8.4. The following documents must be provided to the Secretary of State or any person nominated by the Secretary of State on request:
 - a) the agenda for every meeting of the Board of Charity Trustees or any committee to which it delegates any of its functions;

- b) the draft minutes of every such meeting, if they have been approved by the chairman of that meeting;
- c) the signed minutes of every such meeting; and
- d) any report, document or other paper considered at any such meeting.

8.5. The Academy Trust may exclude from items provided under clause 8.4 any content relating to:

- a) a named teacher or other person employed, or proposed to be employed, at the Academy;
- b) a named pupil at, or candidate for admission to, the Academy; and
- c) any matter which, the Academy Trust reasonably believes should remain confidential.

Notices

8.6. A notice or communication to a party in connection with this Agreement:

- a) must be in writing (excluding email, except where agreed in advance) and in English;
- b) must be delivered by hand or sent by pre-paid first-class post or other next working day delivery service;
- c) will be deemed to have been received:
 - i. if delivered by hand, at the time when a delivery receipt is signed or when the notice is left at the address in paragraph (d), or
 - ii. if posted, at 9.00 am on the second working day after posting; and
- d) must be sent to the party for the attention of the contact and at the address listed as follows (or to a different contact or address previously notified to the sending party, the change taking effect five business days after deemed receipt of the notice):

This Agreement was executed as a Deed on

2015

Executed on behalf of the **Academy Trust** by:

.....

and

.....

Director

Director

The Corporate Seal of

THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:

.....

Duly Authorised

ANNEXES

9. PUPILS WITH SPECIAL EDUCATIONAL NEEDS (SEN) AND DISABILITIES

“Statement of SEN” means a statement made under section 324 of the Education Act 1996.

“EHC plan” means an Education, Health and Care plan made under sections 37(2) of the Children and Families Act 2014.

9.1. Except as set out in clause 10 below, the Children and Families Act 2014 imposes duties directly on Academies in respect of pupils with special educational needs, including the admission of pupils with EHC plans. If an Academy Trust considers that a LA should not have named the Academy in an EHC plan, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The Secretary of State’s determination will be final, subject to any right of appeal which a parent of the child may have to the First Tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

9.2. Not used.

9.3. Not used.

9.4. Not used.

10. ADMISSION OF PUPILS WITH SEN AND DISABILITIES

10.1. The Academy Trust must, subject to its right of appeal to the Secretary of State, admit all pupils with a Statement of SEN/ naming the Academy.

10.2. Where an LA proposes to name the Academy in a Statement of SEN, it must give the Academy Trust written notice of this, stating why it considers the Academy to be suitable for the pupil in question. Within 15 days of receipt of the LA’s notice, the Academy Trust must consent to being named, except where admitting the child would be incompatible with the provision of efficient education for other children, and no reasonable steps could secure

compatibility. In deciding whether a child's inclusion would be incompatible with the efficient education of other children or the efficient use of resources, the Academy Trust must have regard to the relevant Guidance issued to maintained schools.

- 10.3. If the Academy Trust decides that admitting the child would be incompatible with the provision of efficient education or the efficient use of resources, it must, within the 15 days, notify the LA in writing, giving its reasons for its decision.
- 10.4. The Academy Trust must then seek to establish from the LA whether or not it agrees with this determination. If the LA does not agree with the Academy Trust's response, and names the Academy in the child's Statement of SEN, the Academy Trust must admit the child to the school as specified in the statement or otherwise by the LA.
- 10.5. If in such case, the Academy Trust considers that the LA should not have named the Academy in the statement, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The Secretary of State's determination will be final, subject only to any right of appeal which a parent of the child may have to the First-tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.
- 10.6. If a parent of a child for whom the LA maintains a statement appeals to the First-tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber, either for or against the naming of 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.
- 10.7. 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.
- 10.8. Clauses 10.1 to 10.7 only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools.



Department
for Education

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