



Meeting of the South Bank Academies Committee

2.30 pm on Thursday, 30 June 2016
in 1B16 - Technopark, SE1 6LN

Agenda

<i>No.</i>	<i>Item</i>	<i>Pages</i>	<i>Presenter</i>
1.	Welcome and apologies		
2.	Declarations of interest	(Pages 1 - 2)	
	<i>Directors are required to declare any interest in any item of business.</i>		
3.	Minutes of last meeting	(Pages 3 - 8)	
4.	Matters arising		
	Items to discuss		
5.	CEO's Report	(Pages 9 - 16)	
6.	Strategy	(Pages 17 - 18)	
7.	Budget 2016/17	(Pages 19 - 28)	
8.	Brixton site update (verbal)		
9.	Statement of governance	(Pages 29 - 48)	
10.	External auditors and audit plan - update	(Pages 49 - 50)	
	Items to note		
11.	Disclosure & Barring Service checks	(Pages 51 - 52)	
12.	Policies	(Pages 53 - 68)	
	<ul style="list-style-type: none">UTC Business Continuity PlanFinancial controls		
13.	Appointment of Business Manager	(Pages 69 - 70)	
14.	Local Governing Body minutes	(Pages 71 - 80)	
	<ul style="list-style-type: none">University Academy of Engineering (10 March 2016)		
15.	Any other business		

<i>No.</i>	<i>Item</i>	<i>Pages</i>	<i>Presenter</i>
16.	Appendices	(Pages 81 - 176)	

**Date of next meeting
2.00 pm on Saturday, 30 July 2016**

Members: David Phoenix (Chair), Rao Bhamidimarri, Adam Crossley, Douglas Denham St Pinnock, Richard Flatman, Tony Giddings, Steve McGuire, Richard Parrish and James Stevenson

In attendance

South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.16 (16)
Paper title:	Directors' declarations of interest
Board/Committee	South Bank Academies
Date of meeting:	12 July 2016
Author:	Joe Kelly, Governance Officer (interim)
Purpose:	Approve
Recommendation:	To authorise declared interests.

Declarations of Interest – Board of Directors

Under the Companies Act 2006, the Board is required to authorise potential situational conflicts for directors. The following declarations of interest have been made to the Company Secretary.

Rao Bhamidimarri:

- a. Vice-President, Development LSBU
- b. Governor and Chair of Governing Body, Lillian Baylis Tech School
- c. Board member, University and Institute of Advanced Research

Richard Flatman:

- a. Chief Financial Officer, LSBU
- b. Director, South Bank University Enterprises Ltd
- c. Director, London Strategy Ltd

Steve McGuire:

- a. Chief Executive, Essentia (Guy's and St Thomas' NHS Foundation Trust)

Dave Phoenix:

- a. Teaching & Quality Committee member, Higher Education Funding Council for England (HEFCE)
- b. Visiting Professor, University of Central Lancashire
- c. Visiting Professor, Kings College London
- d. Visiting Professor, Sichuan University, China
- e. Science Museum Group: (i) Board member (ii) Chair of Audit & Risk Committee, (iii) member of Advisory Board Museum of Science & Industry
- f. Member UUK representative, UK Performance Indicators Steering Group
- g. Non-executive director, National Centre for Universities and Business

South Bank Academies

James Stevenson

- a. LSBU Company Secretary and Clerk to the Board of Governors
- b. Company Secretary, South Bank University Enterprises Ltd

The meeting is requested to authorise these declarations.

South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.17 (16)
Paper title:	Draft Minutes of meeting held on 22 March 2016
Board/Committee:	South Bank Academies
Date of meeting:	12 July 2016
Author:	Michael Broadway
Board sponsor:	Dave Phoenix (Chair of the Board)
Purpose:	Approve
Recommendation:	The meeting is requested to approve the minutes.

South Bank Academies

Minutes of a Meeting of the Board of Directors of
South Bank Academies
held at 1pm on Tuesday, 22 March 2016
in the Boardroom, Technopark, London, SE1

Directors Present

Dave Phoenix	Chair and LSBU Vice Chancellor
Rao Bhamidimarri	CEO, South Bank Academies / LSBU Vice President (Development)
Steve McGuire	Independent director
James Stevenson	LSBU University Secretary and Clerk to the Board of Governors

Apologies

Richard Flatman	LSBU Chief Financial Officer
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In attendance

Michael Broadway	LSBU Governance Manager
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Welcome and apologies

1. The Chair welcomed Steve McGuire to his first meeting as a director. Apologies were noted from Richard Flatman.

Chair's introduction

2. The Chair explained that this was the first Board meeting of the newly converted multi-academy trust, South Bank Academies.
3. The role of the Board is to provide the framework, vision and expectations for the two schools. The importance of the two schools and LSBU working together to achieve synergies was emphasised.
4. The Board requested the CEO to develop a draft strategy for discussion at the next meeting.

Declarations of interest

5. No member declared an interest in any item on the agenda.
6. The Board noted that the secretary is developing a register of interests for all directors. The Board would be requested to authorise declared interests of its members at the next meeting.

South Bank Academies

Minutes of last meeting

7. The Board approved the minutes of the meeting of 7 January 2016.
8. The Board noted that the transfer of undertaking from South Bank Engineering UTC Trust, which had been agreed at the meeting of 7 January 2016, would be completed following completion of the funding agreements.

CEO's report

9. The CEO reported on progress to establish South Bank Engineering UTC and the performance of University Academy of Engineering South Bank.

South Bank Engineering UTC

10. The Board noted that recruitment for the UTC was going well. The CEO was confident that the UTC would meet the minimum viable number of 120 as set out in the funding agreement.
11. The Board noted progress on accommodation for the UTC. The UTC would be in temporary accommodation for the first year and expected to move to its permanent building on 18 September 2017. The Board noted that the UTC would receive a direct lease from the EFA.
12. The Board noted that support for the UTC from the employer sponsors had been good.

University Academy of Engineering South Bank

13. The Board noted that the Academy was oversubscribed for first and second choices to start in September 2016. Post-16 provision would start in September 2016. The CEO was confident that the target of 50 for post-16 admissions would be met.
14. The Board noted the shadow OFSTED report and noted that the action plan would be monitored by the Academy local governing body. A mock OFSTED inspection would be carried out in October 2016.

Final funding agreements

15. The Board noted that the funding agreements had been agreed with the Department for Education and were being sealed.

Composition of the Board of Directors

16. The Board approved the composition of the Board as:
 - Five directors appointed by the sponsor;

South Bank Academies

- The CEO;
 - The Chairs of the local governing bodies;
 - Four co-opted trustees; and
 - No parent trustees (as they would be represented on the local governing bodies)
17. The Board approved the appointment of Tony Giddings, Adam Crossley and Richard Parrish as co-opted directors.
 18. The Board noted that the sponsor intends to appoint an LSBU governor as a company director and trustee.
{Secretary's note: LSBU subsequently appointed Douglas Denham St Pinnock as a director}
 19. The vacancy for a co-opted trustee would be filled by an open recruitment process. All future appointments would be via a Nomination Committee.
 20. The Board noted the current diversity of the Board and discussed ways to adjust the current gender and ethnicity imbalance.

Local governing bodies

21. The Board noted the composition of the local governing bodies for the UTC and the Academy.
22. The Board approved the appointment of Richard Parrish as a member of the local governing body of the UTC.
23. The Board approved the remit of the local governing bodies as set out in the Scheme of Delegation.

Bank accounts update

24. The Board noted an update on bank accounts for the company. There would be one main account and two sub-accounts (for each school). All bank accounts were with Lloyds bank.
25. The Board requested a report on financial controls in the company to the next meeting.

Appointment of company secretary

26. The Board approved the appointment of Michael Broadway as company secretary with immediate effect.

South Bank Academies

Clerk to the Academies update

27. The Board noted that a Clerk to the Academies was being recruited. The clerk would service meetings of the Board and the local governing bodies. It was noted that the role would be funded by LSBU until 31 July 2016. Funding for the role following this date is to be decided.
28. The Board delegated the appointment of the Clerk to James Stevenson, Director of the Company, and to the Company Secretary. The Board will be requested to ratify this decision at a future meeting.

Local governing body minutes

29. The Board noted minutes of the Academy local governing body meeting of 16 November 2016. The Board requested the schedule of local governing body meetings and business plan for the year to the next meeting.

Calendar of meetings 2016

30. The Board noted the calendar of meetings for 2016.

Date of next meeting

31. The date of the next meeting would be 3.30pm – 5pm on Tuesday 12 July 2016.

The Chair closed the meeting.

Confirmed as a true record:

..... (Chair)

South Bank Academies

ACTION POINTS

Item no.	Details	Person responsible
4. Chair's introduction	Draft strategy requested for discussion at next meeting.	CEO
6. Declarations of interest	A register of interests to be developed for all directors and authorised by Board at next meeting.	Company Secretary
8. Minutes of last meeting	Transfer of undertaking from South Bank Engineering UTC Trust	Company Secretary
17. Composition of Board of Directors	Appointment of Tony Giddings, Adam Crossley, and Richard Parrish as co-opted directors.	Company Secretary
18.	Appointment of LSBU governor as company director	Company Secretary
19.	Appointment of co-opted company director via open recruitment	Company Secretary
20.	Board to address gender and ethnicity balance	Company Secretary
25. Bank accounts update	Report on financial controls to be presented at next meeting	CEO
27. Clerk to Academies update	Appointment of Clerk to Board	Company Secretary
29. Local Governing Bodies	A schedule of local governing body meetings and business plan for 2016-17	CEO

South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.18 (16)
Paper title:	Chief Executive's Report
Board/Committee:	South Bank Academies
Date of meeting:	12 July 2016
Author:	Rao Bhamidimarri
Purpose:	Note
Recommendation:	The meeting is requested to note the CEO's Report

Chief Executive's Report to the Trust Board July 2016

Development of South Bank Academies Trust

Following the creation of South Bank Academies Trust bringing together the University Academy of Engineering South Bank and the South Bank Engineering UTC Trusts in January 2016, appointment of Directors was approved by the Board. A document detailing the Governance vision and structure was submitted to the Department for Education which accepted the document as the basis for the governance of the Trust and its two schools. The central team at the Trust will initially comprise a business manager and an administrative assistant in addition to the chief executive. The governance of the Trust and its schools will be supported by a clerk. An experienced school business manager, who is a qualified accountant, was appointed to the role of Business Manager, who will be the chief financial officer of the Trust. A bank account for the Trust has been opened with Lloyds Bank. Further development of the Trust and its central functions will continue over the coming months including development of Trust's policies and procedures, branding and service level agreements with the schools.

The Trust currently has two schools, the University Academy of Engineering South Bank, which opened in September 2014 in Southwark, and the South Bank Engineering UTC, which will open in September 2016 in Lambeth. The Trust will continue to seek opportunities for developing additional schools the neighbouring boroughs in South London.

University Engineering Academy South Bank

The Academy is a five form entry school and has a specialism in engineering within the broad STEM framework. It opened in September 2014 with 84 students, but we were oversubscribed in 2015 and again in 2016. The school currently has 227 students in Year 7 and Year 8. We are expecting 150 students to join us in September 2016.

We have recruited 15 new teachers to meet the requirements in September when the new cohort of students joins us. The additional staffing will also ensure that we have the capacity to deliver sixth form, should we decide to open.

South Bank Academies

The Academy is working towards opening post 16 (Sixth Form) in September 2016. There is significant overprovision of sixth form in South London boroughs. We have been undertaking a range of marketing activities. A final decision on whether to proceed with the launch of post 16 will be made in August 2016 depending on whether the number of firm commitments reaches the viable number of around 20. The students who are committed to joining the post 16 at the Academy will be placed in other good schools in discussion with the individual applicant and schools, should we decide not to open post 16 in September.

Links between the Academy and the University are continuing to grow. The activities in July included visits by the Year 8 students to the virtual engineering suite, where they experienced the analysis and review of their own designs. The computer science staff of the University have organised a series of Appatons for the students of the Academy. The students have found the experience, of visiting the advanced engineering facilities and working with and learning from the staff of the University, enjoyable.

The Academy established links with external organisations such as Transport for London, Imperial War Museum, Brunel Museum and Sita. The partnership includes masterclasses by the scientists and engineers from the companies and visits to work sites by our students. The Academy has an excellent engagement with its community. Examples are The Creation Trust (a charity for people in Ailsbury Estate), Greenhouse (a charity for young people for sports training and coaching), Aylesbury Women's Group (empowering women on the estate), South Side women's football club, Enhanced Education (first aid training sessions for schools) and over 50s keep fit club. These links continue to grow.

South Bank Engineering UTC

We have completed all the key requirements of the Department for Education for opening the South Bank Engineering UTC in September 2016. The Readiness to Open Meeting went well, with the required actions that can be completed readily. Preopening Ofsted Inspection was also successful (attached).

The design of temporary accommodation for the UTC was finalised and ordered. We expect to take possession of the accommodation in the last week of August. Accordingly, we have been procuring ICT equipment, broadband and telephone services, furniture and, office and specialist equipment for installation in the last week of August/ first week of September to ensure that classes can begin on 8th September.

Student recruitment has been positive with 146 firm acceptances against a target of 120 set in the Funding Agreement. However, recruitment activities are continuing to ensure that we reach as close to our capacity of 150 as possible. We have been successful in recruiting staff, considering the shortage of STEM teachers and the difficulty in attracting teachers to a new school, which is opening in a temporary accommodation.

There has been steady progress on construction of the permanent UTC building. We have also started procurement of specialist equipment for the UTC to be housed in the permanent building. However, there remains a risk that the handover of the permanent building is delayed. The project is currently running two weeks behind schedule, but EFA have reassured us that the handover date for the main block (Phase 1) remains 18th Sept. 2017.

The UTC's links continue to be strong, as we work with world leading companies to create projects for students to facilitate project based learning. In addition, we have also agreed to establish a Fujitsu Innovation Hub and a Cisco Academy at the UTC. Fujitsu Hub will be a demonstration facility for technology innovation and Cisco Academy will offer Cisco certificated training, which can be accessed by both the UTC students and LSBU students.

Rao Bhamidimarri, 8th July 2016

South Bank Academies

APPENDICES

OfSTED pre-registration regulatory check

POST READINESS TO OPEN MEETING

Dear Dan and Rao

I would like to thank you for attending the recent *readiness to open meeting* (ROM). It was an informative and useful meeting, providing a helpful opportunity to identify the remaining issues to be resolved before opening.

On the basis of the information available and the discussion at the meeting, it is our provisional view that your plans are sufficiently developed to ensure that you will open a successful school **as long as appropriate action is taken to respond to the findings set out in the attached ROM report.**

This report records a rating (red, amber/red, amber/green or green) in relation to each of the ROM criteria and outlines the remaining risks and next steps you need to take in order to mitigate those risks. I am also attaching a note explaining what the ratings mean. If there is anything on which you would like further clarification, please do not hesitate to get in touch.

The ROM report is the department's confidential information and is being sent to you on the understanding that it will not be shared outside your senior leadership team, board of governors or

the school's trust. None of its contents should be included or quoted in any marketing material or other external communications made by the school.

We look forward to working with you over the next few months on the areas identified in your ROM report as you progress towards the due date for opening. In addition, the Education Funding Agency (EFA) will be in touch with you soon to arrange a handover meeting in preparation for the new school year.

Kind regards

Will Day-Brosnan

South Bank Academies

Readiness to open meetings (ROMs) – RAG rating guide for proposers

Individual ROM ratings for each criterion have been agreed on the principles outlined below:

- **Green** – excellent progress made with few concerns; there may be an Amber/Green rating against some aspects of the criteria but with a degree of confidence that issues will be resolved before opening/during the first term.
- **Amber/Green** – sufficient progress, but there are a number of minor concerns that need addressing before opening. There may be an Amber/Red rating against some aspects of the criteria but risks are likely to be resolved before opening or in the first term.
- **Amber/Red** – unsatisfactory progress made with some significant areas of concern that require urgent redress which otherwise indicate the school would experience problems during the first year, with a risk that issues might not be resolved in the first term.
- **Red** – significant lack of progress, with risk that progress against at least one aspect of the criteria might represent a “showstopper”. This requires immediate redress in order to provide confidence that the school should be allowed to open as planned.

South Bank Academies

Name of UTC: South Bank Engineering UTC
(OfSTED pre-registration regulatory checklist)

Date updated: 05/07/16

AMBER/RED

CRITERIA	RAG (delete as required)	RISKS AND MITIGATING ACTIONS	ACTION TIMESCALES
1. Outcomes for children and learners	AG	<p>The Principal has recognised some of the core literacy and numeracy problems which affect other UTCs and has allocated additional time to these subjects.</p> <p>There is a danger that the UTC's narrow curriculum at KS4 could negatively affect its Progress 8 score. This will be mitigated by targeted interventions for pupils, a longer working day, and the recruitment and retention of strong teaching staff.</p> <p>Action More detail is needed about the target setting process used for both KS4 and post-16. This should ensure that targets are challenging enough to make the UTC likely to be good or outstanding. Reference should be given to different groups of students including ensuring that disadvantaged students are making sufficient progress.</p>	<p>By 15th August 2016</p>
2. Quality of teaching	AR	<p>Action Clarify the arrangements for the appointment SENCO. This should include confirmation that: a) the SENCO has appropriate skills, experience and qualifications; b) confirmation and detail about the SENCO services procured from Trinity Academy c) satisfactory arrangements are planned if the UTC does not manage to recruit a suitable candidate</p>	<p>By 31st July 2016</p>
3. Behaviour and safety	AG	<p>Action Trust must ensure that safeguarding arrangements for the UTC are robust and include:</p> <ol style="list-style-type: none"> 1. Ensuring that staff and governors read and understand Keeping Children Safe in Education 2. Staff and governors have suitable DBS disclosures in place 3. Checks have been made that no staff are on the barred list 4. A risk assessment has been 	<p>By 31st July 2016</p>

South Bank Academies

		carried out by the governing body to check local risks related to the prevention of terrorism	
4. Quality of leadership and management	AG	<p>The trust discussed their governance arrangements, they understand the need for compliance with DfE and EFA guidance. They will undertake governance training procured through the local authority, including RAISE online training to monitor pupil progress. Other training to be undertaken on the 29th of June includes Safer Recruitment, Safeguarding and Performance Management.</p> <p>The Principal outlined the development of partnerships within the Lambeth cluster of schools that the UTC sits within, the academy within their MAT and amongst other UTCs for moderation, standardisation, enrichment and possible sharing of staff.</p> <p>The CEO discussed his responsibilities: including aiming for all schools within the MAT to become outstanding, line-managing the Principals, and his role as accounting officer.</p> <p>Action</p> <ol style="list-style-type: none"> 1. Trust to outline the exact contribution of all partner schools. For instance, standardisation and moderation for what subjects will be provided by which schools. 2. Trust to provide detail about how the CEO will be held to account by the Trustees <p>Draft response</p> <p>The SBA Board of Directors will establish a strategy for the MAT which will be monitored through CEO reports at its quarterly meetings. The Chair and CEO will agree targets and objectives to be monitored via appraisal.</p>	By 31st August 2016
5. Pupil recruitment and financial viability	AG	<p>The UTC struggled to recruit this year. Although lessons for next year have been learnt and an outline marketing strategy for next year has been devised. A Communications Officer is being recruited to aid with marketing efforts. The UTC will be funded for 144 students (99 in Yr 12 and 45 in Yr 10).</p> <p>The Trust has a sound understanding of its financial management responsibilities. They have recruited financial expertise</p>	N/A

South Bank Academies

		both at the level of the LGB and on the board of trustees. The Trust have confirmed that they will be employing a single business manager for both schools within the MAT.	
6. Site and buildings	AG	The temporary accommodation for the first year is on track to be handed over in advance of the UTC opening.	N/A

ROM details		Additional DfE ROM attendees	
Date of ROM	20/06/16	EFA capital	Linda Boal
ROM location	Sanctuary Buildings		
ROM chair	Sarah Fielding		
DfE lead contact	Will Day-Brosnan		
DfE education adviser	David Bray		
EFA link officer	Louise Hemsley		

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South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.19 (16)
Paper title:	Strategy: South Bank Academies – Towards 2020
Board/Committee:	South Bank Academies
Date of meeting:	12 July 2016
Author:	Rao Bhamidimarri - CEO
Purpose:	Approve
Recommendation:	The meeting is requested to approve the strategy.

South Bank Academies strategy – Towards 2020

Creating professional opportunities

Our Vision

The South Bank Academies Trust will be the leading provider of professional educational opportunities for young people in South London through outstanding academies and colleges, creating pathways into higher education, apprenticeships or employment.

Our Values

- Creativity
- Professionalism
- Excellence
- Mutual respect
- Inclusivity
- Collaboration

Our Mission

To provide world class, professionally focused educational opportunities with a broadly-based curriculum and co-curricular programmes that ensure our students will be most the sought after by universities and employers.

We will achieve this in partnership with London South Bank University, employers and South London communities, through innovative student led learning strategies and cutting edge learning environments.

Our Ambitions

1. Our academies and colleges will be outstanding places of learning and personal development for young people in South London communities.
2. London South Bank University and employer partners will be integral to the learning and career development of our students.

South Bank Academies

3. We will establish two more schools within South London boroughs to enhance collaborative learning opportunities for our students.
4. We will offer additional certificated education and training opportunities for our students in partnership with the university and industry partners to enhance career opportunities for our students.
5. We will have innovative learning environments in our academies and colleges that will promote student led learning with access to state of the art infrastructure.
6. We will be the first choice for students and high achieving staff.
7. Our students will be most preferred by universities and employers.

Outcomes

1. **Student success:**

All our students will have achieved excellent progress and will be in higher education, apprenticeships or employment upon completion of their studies.

Measures: 4 Level Progress or equivalent; 100% students in higher education, apprenticeships or employment.

2. **Student welfare and development:**

Academies and colleges provide safe and secure environments for our students. The curriculum structure, learning & teaching and student support foster confidence and enterprise.

Measures: Number of exclusions per year, Number of safeguarding interventions per year, employer feedback, career success.

3. **Collaborative Development:**

Academies and colleges of the Trust and their students develop collaboratively with the University, industry partners and the communities.

Measures: Number of industry supported student projects; number of students studying University modules, number of project supervisors from the University, number of volunteering community projects, staff development activities in partnership with the University and industry.

4. **State of the art infrastructure:**

Academies and Colleges will have the cutting edge science and engineering equipment and a learning environment to facilitate innovative learning & teaching and project work.

Measures: Number of industry supported projects, employer feedback, student success in apprenticeships and employment.

5. **Effective resource management:**

Economic, effective and efficient resource management will ensure investment in continuous improvement growth of academic and physical infrastructure.

Measures: Annual operating surplus, shared infrastructure and services, enterprise activities.

South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.20 (16)
Paper title:	Budget 2016-17
Board/Committee:	South Bank Academies
Date of meeting:	12 July 2016
Author:	Rao Bhamidimarri - CEO
Purpose:	Approve
Recommendation:	The meeting is requested to approve the budget 2016-17.

Introduction

The purpose of this report is to provide information to the South Bank Academies Trust Board and allow them to ratify the proposed budget for the 2016/17 academic year. The information within the report should give assurance of the financial position of the Trust's schools and help assist any strategic decision making over the period covered.

The Trust's two schools, University Academy of Engineering South Bank and the South Bank Engineering UTC are funded by the Department of Education based on the pupil numbers, profile of the pupils and stage of development of the schools. The main funding from the DfE is through the General Annual Grant (GAG).

It is proposed that the central office of the South Academies Trust will consist of a Business Manager, who will support both schools, and an Executive Assistant, who will be responsible for the Trust's administration in addition to marketing and admissions support to schools.

The UTC will be opening in a temporary accommodation while the permanent building will be handed over in two phases, the second phase being completed in July 2018. The Academy is already committed to service contracts with external companies until January 2018. Therefore, in 2016/17 most services to the schools will be based on individual requirements and will be locally based. This is reflected in the proposed budgets.

Detailed budgets for the schools are set out below:

- (i) South Bank Engineering UTC
- (ii) University Academy of Engineering

This budget includes the full economic cost for the Academy and the UTC and an agreed contribution to costs of central services provided by the Trust.

South Bank Academies

	Academy	UTC
£'000		
Total Income from DfE	3,919,250	1,452,357
Total direct expenditure	3,654,261	1,409,956
Surplus/(Deficit) before Trust charge	264,989	42,401
Trust Charge	156,770	40,665
Surplus/(deficit) after Trust charge	108,219	1,736

Expenditure in the SBA Central Office 2016/17

Total income from charges on schools	£197,435
Staff cost	£118,000
Clerking service	£15,000
Marketing student recruitment	£52,000
General operating cost (Office stationery, photocopy, computers, laptop, And other consumables)	£12,435
Total Expenditure	£197,435

South Bank Academies

South Bank Engineering UTC Budget 2016-16

SECTION 1 - Pupil numbers

Secondary pupils (KS4)	(#)	45
Post 16 pupils	(#)	99
Foundation Degrees	(#)	
Number of apprenticeships	(#)	
Number of FTE apprenticeships	(#)	
Number of Year Groups Present - Reception to Year 11	(#)	1

SECTION 2 - Income

Indicative schools block core funding

Basic entitlement (Factor 1)	(£)	£280,800
Deprivation (Factor 2)	(£)	£20,118
Other pupil-led (Factor 3-6)	(£)	£25,983
Lump sum (Factor 7)	(£)	£170,000
Other factors (Factors 8-12)	(£)	£0
2015/16 Free School Protection	(£)	£0
Total schools block funding	(£)	£496,901

Post-16 total funding	(£)	£653,440
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Total indicative core funding	(£)	£1,150,341
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Indicative Pupil Premium funding total (Paid by LA)	(£)	£24,115
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Additional funding

Indicative educational services grant	(£)	£11,088
EFA rates grant	(£)	£9,666
Total	(£)	£20,754

Non EFA Funded Income

Sponsorship	(£)	
Rental to community groups	(£)	
Foundation Degrees	(£)	
Apprenticeships	(£)	
Carry forward of Project Development Grant	(£)	
Catering income - free school meals	(£)	£27,647
Other Income 2	(£)	
Total	(£)	£27,647

Post-opening grant

Non staffing resources grant		
New pupil places (£500 per pupil)	(£)	£72,000
Leadership grant	(£)	£157,500
Total post-opening funding	(£)	£229,500

South Bank Academies

Total income	(£)	£1,452,357
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SECTION 3 - Expenditure

Staff salaries (entered on staffing tab - tab 4)

Total SLT	(£)	£219,101
Total teaching	(£)	£420,869
Total pupil support	(£)	£108,664
Total administrative	(£)	£106,316
Total premises	(£)	£8,302
Total catering	(£)	£8,302
Total other	(£)	£0
Total	(£)	£871,554

Other staff costs

Supply teachers (total cost)	(£)	£14,400
Employee expenses (total cost)	(£)	£187
Development and training (total cost)	(£)	£4,320
Recruitment (total cost)	(£)	£25,000
Perkbox employee benefit scheme	(£)	£2,112
WPA Health Benefit	(£)	£1,225
Other staff costs 3	(£)	
Other staff costs 4	(£)	
Other staff costs 5	(£)	
Other staff costs 6	(£)	
Other staff costs 7	(£)	
Other staff costs 8	(£)	
Other staff costs 9	(£)	
Total	(£)	£47,244

Premises

Buildings maintenance and improvement	(£)	£15,000
Grounds maintenance and improvement	(£)	£2,000

South Bank Academies

Cleaning and caretaking	(£)	£15,552
Water and sewerage	(£)	£1,440
Energy	(£)	£28,800
Rates	(£)	£9,666
Rent	(£)	£0
Insurance	(£)	£0
Furniture & fittings	(£)	£2,500
Other premises 1	(£)	
Other premises 2	(£)	
Total	(£)	£74,958

Educational resources

Learning resources - Not ICT	(£)	£40,464
ICT learning resources	(£)	£21,600
Exam fees	(£)	£3,600
Administrative supplies	(£)	£25,056
Software licences	(£)	£20,000
STEM subjects - consumable materials	(£)	£9,675
Trips, visits, competitions and events	(£)	£9,675
Enrichment	(£)	£7,200
Total	(£)	£137,270

Professional services

South Bank Academies

Legal	(£)	£10,000
Auditing	(£)	£10,000
Marketing	(£)	£40,000
Business management	(£)	£35,000
Premises management	(£)	£25,000
Total	(£)	£120,000
Other (including any planned outsourced costs)		
Insurance: RPA	(£)	£3,600
Contingency	(£)	£14,523.57
Catering	(£)	£68,844.60
HR	(£)	£3,582
Depreciation	(£)	£28,000
Bank charges	(£)	£500
Financial management system	(£)	£2,880
Network support	(£)	£25,000
ICT replacement	(£)	£10,000
Student voice	(£)	£2,000.00
Other costs 6	(£)	
Other costs 7	(£)	
Total	(£)	£158,930
Total expenditure	(£)	£1,409,956
Annual surplus / deficit (+ve figure = surplus)	(£)	£42,401
Annual surplus / deficit as % total income	(%)	2.9%
Cumulative surplus / deficit	(£)	£42,401

South Bank Academies

University Academy of Engineering		2016/17		
SECTION 1 - Pupil numbers				
Secondary pupils, pre-16 (KS3)	(#)	395		
Secondary pupils, pre-16 (KS4)	(#)	0		
Secondary pupils, post-16 (secondary schools with sixth forms)	(#)	50		
Proportion of pupils taking up FSM				
Secondary pupils (pre-16)	(%)	35.0%		
Proportion of pupils that have taken up FSM at any time in the last six years				
Secondary pupils (pre-16)	(%)	40.0%		
Number of pupils who are looked-after children				
Secondary pupils (pre-16)	(#)	0		
Number of pupils who are service children				
Secondary pupils (pre-16)	(#)	0		
SECTION 2 - Income				
Indicative core funding				
Secondary Basic Entitlement (KS3)	(£)	2,342,028		
Secondary FSM / FSM6 Deprivation	(£)	370,704		
Secondary Deprivation (IDACI)	(£)	176,179		
Secondary Other Pupil Led	(£)	-		
Pupils Not Achieving KS2 Level 4	(£)	82,407		
EAL 3 Secondary	(£)	19,848		
Looked After Children	(£)	-		
Total	(£)	2,991,166		
Lump sum total				
	(£)	150,000		
Post 16 DSG Funding	(£)	-		
Post 16 Funding	(£)	266,744		
Post-16 total	(£)	266,744		
Total indicative core funding				
	(£)	3,407,910		
Indicative Pupil Premium funding				
Primary phase	(£)	-		
Secondary phase (pre-16)	(£)	142,200		
Total	(£)	142,200		

South Bank Academies

Additional funding				
Indicative Educational Services Grant	(£)	34,265		
Minimum Funding Guarantee	(£)	-		
Insurance grant	(£)	-11,125		
EFA rates grant	(£)	48,000		
Total	(£)	71,140		
Other income				
<i>Catering Income</i>	(£)	110,000		
<i>Additional Insurance Top Up Grant</i>	(£)	-		
<i>Lettings Income</i>	(£)	5,000		
<i>Bank Interest</i>	(£)	500		
<i>Other Income 5</i>	(£)	-		
Total	(£)	115,500		
Post-opening grant (POG)				
Non staffing resources				
Primary places	#	-		
Total primary places (£250 per pupil)	(£)	-		
Secondary places	(#)	445		
Total secondary places (£500 per pupil)	(£)	120,000		
Number of empty year groups (excluding 16-19)	(#)	3		
Leadership grant	(£)	62,500		
Leadership grant - Post 16 only	(£)			
Total	(£)	182,500		
Total income	(£)	3,919,250		
Total income (70%) excl. lump sum, other income and POG	(£)	3,471,250		
SECTION 3 - Staff Expenditure				
Salary Costs				
Staff salaries (entered on staffing tab - tab 4)				
Total SLT	(£)	495,744		
Total teaching	(£)	1,326,382		
Total pupil support	(£)	442,228		
Total administrative	(£)	210,852		
Total premises	(£)	92,050		

South Bank Academies

Total catering	(£)	-		
Weighting Amount for appropriate %	(£)	-		
Overtime	(£)	10,000		
Total	(£)	2,577,256		
	%	1		
Other staff costs				
Supply teachers	(£)	5,000		
Employee expenses	(£)	3,000		
Development and training	(£)	56,595		
NQT Training	(£)	9,162		
Recruitment and Retention	(£)	50,000		
Insurance	(£)	-		
<i>PE Support</i>	(£)	20,000		
<i>Apprentices</i>	(£)	20,000		
<i>Other staff costs 3</i>	(£)	-		
Total	(£)	163,757		
SECTION 4 - Premises Expenditure				
Premises				
Buildings maintenance and improvement	(£)	53,000		
Fixed Wire Testing	(£)	-		
Grounds maintenance and improvement	(£)	-		
Cleaning and caretaking	(£)	60,000		
Water and sewerage	(£)	6,000		
Energy	(£)	125,000		
Rates	(£)	60,000		
Telephone	(£)	5,400		
<i>Insurance (excluding staff related)</i>	(£)	-		
<i>Other Occupation Costs</i>	(£)	5,000		
Total	(£)	314,400		
SECTION 5 - Other Expenditure				
Educational resources				
Learning resources - not ICT	(£)	77,875		
ICT learning resources	(£)	15,000		
Exam fees	(£)	10,000		
Administrative supplies	(£)	35,000		
Planners/Lanyards	(£)	2,225		

South Bank Academies

Photocopying	(£)	20,000		
Uniform	(£)	2,000		
<i>Licences & Hand Tools</i>	(£)	-		
<i>CAD CAM Machines</i>	(£)	-		
<i>STEM subjects - consumable materials</i>	(£)	-		
<i>Trips & Project Related learning & competitions</i>	(£)	11,125		
Total	£	173,225		
Professional services				
Legal	(£)	17,794		
Auditing	(£)	12,000		
<i>Professional services - Non Curriculum</i>	(£)	10,000		
<i>Clerking</i>	(£)	8,000		
Total	(£)	47,794		
Other (including any planned outsourced costs)				
Central Services Cost	(£)	-		
Catering	(£)	220,000		
<i>Bank charges</i>	(£)	500		
<i>General Ledger / Performance System Licencing</i>	(£)	3,000		
<i>Managed Information System</i>	(£)	25,000		
<i>Curriculum Support Services</i>	(£)	20,000		
<i>SEN Consultancy</i>	(£)	25,000		
<i>IT Managed Service</i>	(£)	66,330		
<i>ICT Broadband</i>		8,000		
<i>ICT Replacement Programme - Staff & Infrastructure</i>	(£)	-		
<i>Furniture & Equipment Replacement Programme</i>	(£)	10,000		
Total	(£)	377,830		
Total expenditure				
	(£)	3,654,261		
Brought Forward Cumulative surplus/deficit		427,776		
Annual surplus / deficit (+ve figure = surplus)		(£) 264,989		
Annual surplus / deficit as % total income		(%) 7%		
Cumulative surplus / deficit		(£) 692,765		

South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.21 (16)
Paper title:	Statement of Governance
Board/Committee:	South Bank Academies
Date of meeting:	12 July 2016
Author:	Rao Bhamidimarri (CEO) and Michael Broadway (Secretary)
Purpose:	Approve and note
Recommendation:	The meeting is requested to approve the governance arrangements and structure, and to note the meeting calendar.

Executive Summary

The Statement of Governance sets out the structure and governance arrangements of South Bank Academies. The Statement is based on the company's Articles of Association and Scheme of Delegation both of which were agreed by the Board of Directors at its meeting of 7 January 2016.

The Board is requested to approve the Statement of Governance.

In addition, the Board is requested to approve the appointment of Natalie Ferer, LSBU's financial controller, to the local governing body of South Bank Engineering UTC.

Under article 51, of the company's Articles, the Chair of the local governing body shall be someone other than the CEO. Currently the CEO is Chair of both local governing bodies. The Board is requested to note this conflict with the Articles. It is recommended that the Articles are amended to enable directors to comply with their legal duties.

Appendices

Appendix 1: Governance Structure

Appendix 2: Responsibilities of the Board of Directors and Local Governing Bodies (from the Scheme of Delegation)

Appendix 3: Draft audit committee terms of reference

Appendix 4: Draft nomination committee terms of reference

Appendix 5: Draft remuneration committee terms of reference

Appendix 6: Local governing body indicative business cycle

South Bank Academies

South Bank Academies

Statement of Governance

1.0 Context

There is a growing gap in engineering skills in the UK. According to the Royal Academy of Engineering, over one million science and engineering technicians and professional engineers are required by 2020. South Bank Academies (SBA) was incorporated in 2013 to enable the development of academies to provide technical and vocational education within the broader STEM framework. SBA opened the University Academy of Engineering (UAE) South Bank in 2014 and is in the process of opening a UTC with a specialism in engineering which is sponsored by London South Bank University, Skanska, Guy's & St Thomas' and King's College NHS Foundation Trusts. The UAE South Bank is a 11 -18 secondary Academy with a specialism in Engineering within the broader STEM framework and the UTC has a particular focus on engineering for building and health sectors to bridge the current skills gap identified by the employers as well as to prepare young people to drive forward innovations in engineering industry generally.

2.0 Sponsor's vision and purpose of South Bank Academies

South Bank Academies aspires to create Outstanding UTCs and Academies providing employment focused educational opportunities for young people in South London in partnership with employer sponsors and London South Bank University within the broad STEM framework. While each of the Academies will have distinctive specialisms, the education will be based on a broadly-based curriculum designed in partnership with business and industry. The students will graduate with strong transferrable skills that not only enhance employability opportunities but also subsequent career success. The curriculum will be rigorous and will prepare the students to ensure that they are well qualified to enter good universities for higher education.

To realise this vision, the SBA has achieved the commitment of our industry partners, the Principals and staff through clear and consistent communication. The SBA will set ambitious but realistic objectives through a five year strategic plans working with the Principals and the staff. The Board of Directors and the Governing Bodies will challenge and support the Principals and staff of the UTC and academies to deliver agreed targets on both achievement and progress. Outstanding success of the UTC and academies will also be reflected by feedback from employers and partners, Ofsted inspections and student destinations. The Board of Directors will reassure itself on the performance of the UTC and academies through periodic internal and external reviews. We expect that the graduates of the UTC and academies will be most preferred by the employers, while those students wishing to pursue higher education will progress into good universities. Directors and governors will undertake required training initially and refresher training from time to time. Safeguarding and welfare of students and a happy school environment will underpin all activities in the UTCs and academies.

The sponsors are committed to facilitating and supporting the provision of STEM education through UTCs and Academies with distinctive objectives of preparing young people for future leadership roles in the STEM sector. The academies and the UTCs will offer broad based

South Bank Academies

education underpinned by creativity and innovation. The institutions will offer a learning experience that fosters confidence and enterprise in young people.

SBA places students at the centre of everything it does, with a focus on creating a culture of success, achievement, happiness, hope, confidence, respect and responsibility, reflection and service to others. It will create positive climate for innovative learning, and increased student attainment, achievement and effective social and emotional development.

3.0 South Bank Academies

South Bank Academies is a company limited by guarantee. It is constituted as a multi-academy trust (MAT). It is responsible for the oversight of University Academy of Engineering South Bank (opened 2014) and South Bank Engineering UTC (opening 2016). In the future it may be responsible for other academy schools.

As a company it is governed by its articles of association which follow the Department for Education model for multi-academy trusts.

4.0 Structure of the UTC/Academy Governance

The Board of Directors is responsible for overseeing the business of the company and may exercise all the powers of the company (article 93). The Board has delegated a number of responsibilities to the local governing bodies of each school in the company. This is set out in a Scheme of Delegation approved by the Board at its meeting of 7 January 2016.

There will be representation from the Board of Directors on each of the Local Governing Bodies to ensure smooth communication between the Board and the Local Governing Bodies.

Under the Scheme of Delegation, the Board has delegated decisions regarding the curriculum, learning and teaching strategy and Academy performance management to Local Governing Bodies to oversee. Although local control is delegated, the Board will remain responsible for ensuring that standards are maintained across all academies. The Board with its oversight of all the academies will ensure sharing of best practice, professional development and effective resource management delivering best value for money.

The Governance structure of South Bank Academies is summarised in Appendix 1.

4.1 Members

The members of the company are London South Bank University (LSBU), LSBU's Vice Chancellor and LSBU's Chief Financial Officer.

The responsibilities of the members are set out in the Scheme of Delegation:

South Bank Academies

- to change the name of SBA
- to change the Objects (which would require Charity Commission and Secretary of State consent in any event)
- to change the structure of the Board of Trustees
- to amend the Articles of Association
- to amend this Scheme
- to pass a resolution to wind up SBA
- to appoint the auditors (save to the extent that the Trustees may make a casual appointment)

4.2 The Board of Directors

The responsibilities of the Board are set out in the Scheme of Delegation and shown in Appendix 2.

The Board of Directors has agreed its composition as:

- 5 directors appointed by the sponsor, LSBU
- The CEO
- The Chairs of the local governing bodies
- No parent trustees (as they will be represented on the local governing body)
- 4 co-opted trustees

4.3 Continuing principal obligations under the funding agreement

There are a number of conditions of grant under the funding agreement with the DfE:

- the school will be at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community;
- there will be assessments of pupils' performance as they apply to maintained schools and the opportunity to study for qualifications;
- the admissions policy and arrangements for the school will be in accordance with admissions law, and the DfE Codes of Practice;
- teachers' levels of pay and conditions of service will be the responsibility of the academy;
- there will be an emphasis on the needs of the individual pupils including those with special educational needs (SEN);
- there will be no charge in respect of admission to the school and the school will only charge pupils where the law allows maintained schools to charge; and
- the academy must be set up in a way that enables receipt and management of donations and it shall use reasonable endeavours to procure donations.
- S.1.22 – 'The Board of Charity Trustees must have regard to any Guidance on the governance of academy trusts'; and
- s.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,

South Bank Academies

individual Charity Trustees and the chair of the Board of Charity Trustees’.

4.4 Committees of the Board of Directors

The Board of Directors has the power to establish committees (the two local governing bodies are technically committees of the Board of Directors). The *Academies Financial Handbook* recommends that there should be a finance committee and, if considered appropriate, an audit committee.

It is recommended that the Board establish an audit committee and a remuneration committee. The Audit Committee’s chief function will be to review the annual report and accounts ahead of approval by the Board of Directors – draft terms of reference are attached for approval.

The Remuneration Committee will set objectives and review the performance and set the pay of the Principals.

The Board agreed to establish a Nomination Committee at its meeting of 22 March 2016. Draft terms of reference are attached for approval.

4.5 Accounting Officer

Under s.4.3 of the Master Funding Agreement, ‘The Academy Trust must appoint an accounting officer and must notify the Secretary of State of that appointment’. The Board agreed at its meeting of 7 January 2016 that Richard Flatman, LSBU’s Chief Financial Officer and a director of the company would assume this position.

The accounting officer has personal responsibility for:

- regularity (i.e. that all items of expenditure and receipts are dealt with in accordance with the appropriate legislation);
- propriety (i.e. that expenditure and receipts are dealt with in accordance with Parliament’s intentions);
- value for money (i.e. that resources are utilised economically, efficiently and prudently and avoiding waste and extravagance).

The accounting officer also has responsibility for ensuring that proper financial records and accounts are kept (from ICSA guidance).

4.6 The Chief Executive

The Board appointed Rao Bhamidimarri as the Chief Executive of the company at its meeting of 7 January 2016. He has the overall responsibility for the academies and the UTCs within the Trust. The Chief Executive reports to the Chair of the Trust and will be a member of the Local Governing Bodies. The Chief Executive shall not be the Chair of a local governing body (article 51).

South Bank Academies

4.7 Local Governing Body

The responsibilities of the local governors are set out in the Scheme of Delegation and shown in appendix 2. Broadly, the role of each of SBA's Local Governing Bodies (each an "LGB") is to provide focused governance for South Bank Engineering UTC (the "UTC") and the University Academy of Engineering South Bank (the "Academy") at a local level. Each LGB monitors the UTC's and Academy's key performance indicators and acts as a critical friend to their respective Principals, providing challenge where appropriate.

The LGBs carry out their functions in relation to their respective UTC and Academy on behalf of the Trustees and in accordance with policies determined by the Trustees. The act of delegation by the Trustees to each LGB is a delegation of powers and duties, and not a delegation or shedding of responsibilities.

The composition of the LGBs were agreed at the Board meeting of 22 March 2016.

"The LGB for South Bank Engineering UTC comprises a maximum of twelve members who are known as **Local Governors** and will include:

- up to 5 members appointed by the University Sponsor;
- 2 members appointed by the Employer Sponsors;
- the Principal of the UTC;
- 2 elected parents or guardians of a pupil at the UTC; and
- up to 2 such other members as may be appointed by the Trustees [the Board] from time to time;

The LGB for the Academy comprises a maximum of twelve Local Governors and will include:

- the Principal of the Academy;
- 2 elected parents or guardians of a pupil at the Academy;
- up to 2 employees of the Academy; and
- up to 7 such other members as may be appointed by the Trustees [Board] from time to time."

The Board will appoint the Chairs of the Local Governing Bodies, who shall not be the Chief Executive Officer. The Local Governing Body will choose a member to act as the vice-chair to support the Chair.

4.8 Committees of the Local Governing Board

Under the Scheme of Delegation, the local governing bodies are responsible for:

- establishing an Exclusions Committee for reviewing pupil exclusion decisions by the Principal; and
- consulting with the Trustees on any proposals to establish any sub-committees.

The local governing body for the engineering academy currently has a Finance and General Purposes Committee and a Learning and Teaching Committee.

South Bank Academies

At the first meeting of the UTC local governing body, the governing body will be asked to consider whether to recommend establishing any committees it would like to establish to enable it to meet its obligations effectively.

In addition, there will be Link Governors for:

- Student welfare and development
- Safeguarding
- SEND, and
- Employer engagement

The local governing bodies will meet three times per year, once per term. Any committees will typically be held a few weeks before the local governing body meetings.

4.9 Clerking support for the meetings

A clerk will be appointed to service the meetings of the Board of Directors and both Local Governing Bodies. The clerk will report to the Company Secretary.

The responsibilities of the Clerk are set out in the Scheme of Delegation:

- to convene meetings of the LGB including sending notices and papers of meetings;
- to attend meetings of the LGB and ensure minutes are produced;
- to maintain a register of members of the LGB including their terms of office and report any vacancies to the LGB;
- to maintain a register of business interests of LGB members;
- to maintain a register of Local Governors' attendance at meetings and report on non-attendance to the LGB;
- to report to the LGB as required on the discharge of the Clerk's functions; and
- to perform such other functions as shall be determined by the LGB from time to time.

4.10 Skills Audit

An regular skills audit will be undertaken to ensure that necessary skills will continue to be available as there may be turn-over of governors. This audit will identify the training needs of the members of the Local Governing Body each year.

4.11 Governors' training

The knowledge and skills of Governors is critical in ensuring effective Governance of the Academy/UTC. Directors and governors will undertake training on a range of topics necessary for effective governance including safeguarding, performance management, finance management, statutory duties, new Ofsted framework, Special Educational Needs and Disabilities etc. All governors will also have refresher training on a regular basis. Training of directors and governors will be overseen by the Clerk.

South Bank Academies

4.12 Conflicts of Interest

Any director/governor who has or can have a direct or indirect duty or personal interest (including but not limited to any personal financial interest) which conflicts or may conflict with his/her duties as a trustee/governor shall disclose that fact as soon as he/she becomes aware of it. A trustee/governor must absent himself/herself from any discussions of the Trustees in which it is possible that a conflict will arise between his duty to act solely in the interests of the company and any duty or personal interest (including but not limited to any personal financial interest) (article 97).

In addition, all directors/governors will make an annual declaration of interests annually and any conflicts of interest will be handled according to the procedures set out in the Articles of Association. This process will be managed by the Clerk.

5.0 Board of Directors/Governing Body Self Evaluation

The Board of Directors and the Local Governing Body will undertake self-evaluation of their effectiveness from time to time with external support as required. The Trust and the Local Governing Body will take relevant guidance and best practice into consideration.

Appendices

Appendix 1: Governance Structure

Appendix 2: Responsibilities of the Board of Directors and Local Governing Bodies (from the Scheme of Delegation)

Appendix 3: Draft audit committee terms of reference

Appendix 4: Draft nomination committee terms of reference

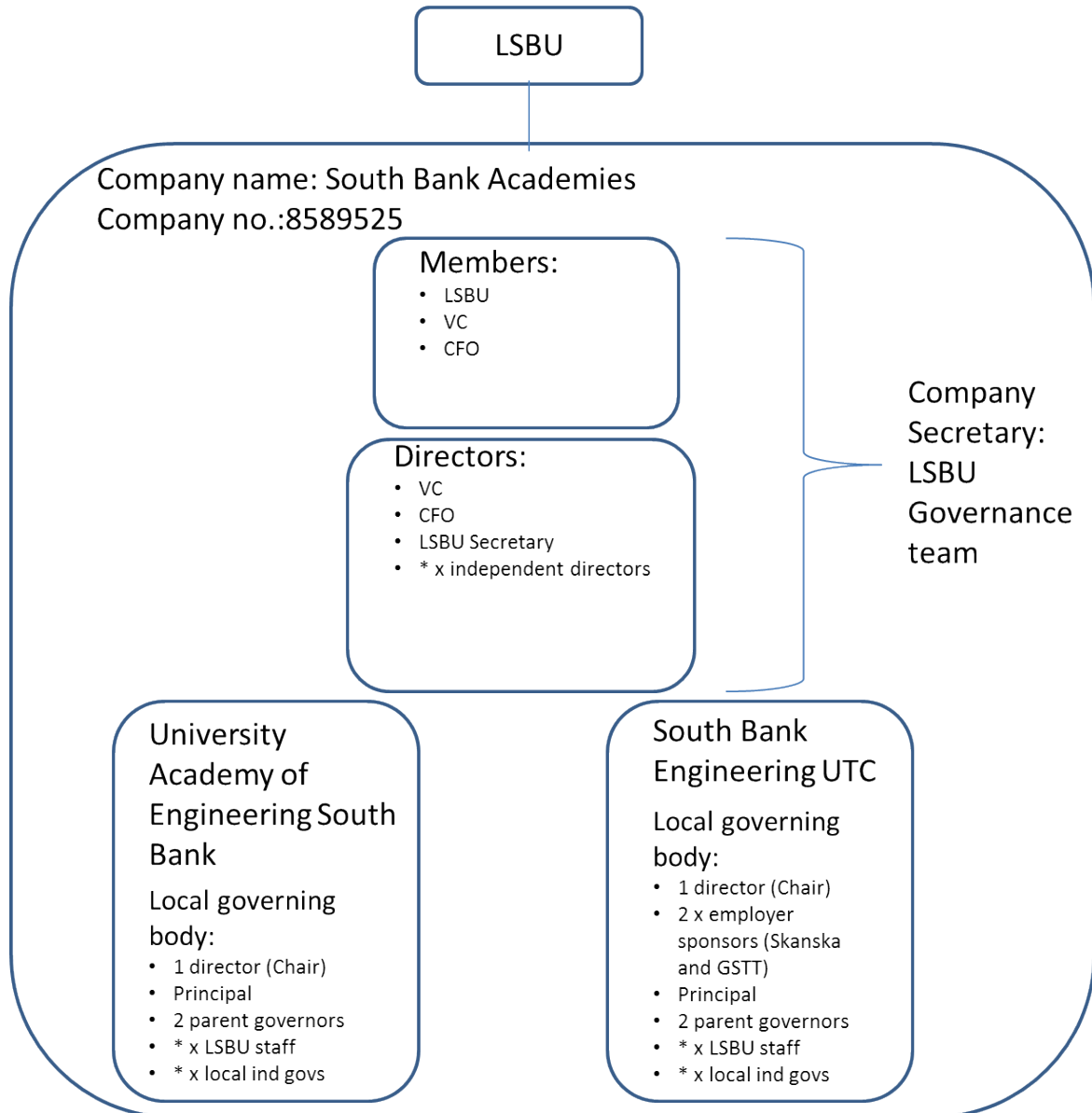
Appendix 5: Draft remuneration committee terms of reference

Appendix 6: Local governing body indicative business cycle

South Bank Academies

Appendix 1

South Bank Academies Trust Governance Structure



South Bank Academies

Appendix 2 – Responsibilities of the Board of Directors and the Local Governing Bodies

Responsibilities of the Board of Directors

The responsibilities of the Board of Directors as set out in the Scheme of Delegation:

- to change the name of the Academies, i.e. the schools
- to determine the educational character, mission or ethos of the Academies
- to adopt or alter the constitution and terms of reference of any committee of the Board of Trustee
- to terminate a supplemental funding agreement for an Academy
- to establish a trading company
- to sell, purchase, mortgage or charge any land in which SBA has an interest
- to approve the annual estimates of income and expenditure (budgets) and major projects
- to appoint investment advisors
- to sign off the annual accounts;
- to appoint or dismiss the Finance Director, the Chief Executive Officer, the Principals, the Company Secretary or the Clerk to the Trustees;
- to settle the division of executive responsibilities between the Trustees on the one hand and Chief Executive Officer, the Principals and the Finance Director on the other hand, and to settle the division of executive responsibilities between those individuals
- to do any other act which the Funding Agreement expressly reserves to the Board of Trustees or to another body (including for the avoidance of doubt, terminating the Funding Agreement or any part of it) CHECK
- to do any other act which the Articles expressly reserve to the Board of Trustees or to another body CHECK
- to do any other act which the Board of Trustees determine to be a Reserved Matter from time to time

South Bank Academies

Remit of the Local Governing Body:

a) **Monitoring and evaluation**

- Monitoring of UTC or Academy key performance indicators.
- Ensuring effective processes are in place for monitoring the quality assurance of teaching and learning, the curriculum, inclusion and the sharing of good practice across the UTC or Academy.

b) **Risk, finances and asset management**

- Ensuring adequate financial and asset management systems are in place across the UTC or Academy.
- Monitoring the UTC's or Academy's delegated budget and ensuring that any variances are reported to the Trustees' Finance Committee for approval.
- Monitoring the local arrangements for the effective supervision of building maintenance and minor works.
- Monitoring the implementation of the UTC's or Academy's health and safety policy in the Academy and the local arrangements for the effective supervision of health and safety matters.

c) **Governance**

- Ensuring there is effective communication between SBA and the LGB.
- Making arrangements for the appointment of Staff, Parent and Local Governors (as appropriate).
- Appointing from its number, Local Governors with specific responsibilities for special educational needs, child protection and financial matters.
- Establishing an Exclusions Committee for reviewing decisions of the Principal in that respect.
- Establishing an appeals panel in respect of staff redundancies or disciplinaries as required.
- Consulting with the Trustees on any proposals to establish any sub-committees other than temporary, ad hoc sub-committees required to deal with specific issues.

c) **Staffing**

- Supporting the Principal in the appointment of UTC or Academy staff to ensure that the UTC or Academy is fully staffed.
- Ensuring SBA's policies on all HR matters are implemented in the UTC or Academy.
- Making recommendations to the HR Committee in relation to the Principal.
- Monitoring the implementation of SBA's policies at the UTC or Academy for HR matters including the appointment, induction and performance management of staff, pay review process and procedures for dealing with disciplinary matters, grievances and dismissal.

d) **Students**

- Ensuring effective arrangements are in place for student support and representation at the UTC or Academy.

South Bank Academies

- Ensuring the admission arrangements in the UTC or Academy conform to the code of practice.
- Ensuring effective arrangements are in place for student recruitment.
- Ensuring student attendance and monitoring systems are in place to maintain access to education at all times.
- Establishing arrangements for reviewing decisions of the Principal regarding exclusions.

e) **Safeguarding**

- Reviewing and maintaining a safeguarding and child protection policy for the UTC or Academy (consistent with SBA policy).
- Appointing from its number, a Local Governor with specific responsibility for safeguarding.
- Ensuring the completion of the single central record.

f) **Community and parents**

- Contributing to the development of the UTC or Academy prospectus.
- Supporting SBA and the Principal in the extended school provision in the UTC or Academy.
- Ensuring systems are in place in line with SBA's strategy at the UTC or Academy for effective communication with students, parents or carers, staff and the wider community including the establishment and support of a local parent teacher association.
- Implementing a means whereby the UTC or Academy can receive and react to parental feedback.
- Establishing and maintaining a relationship with the local elected community representatives.

These are effectively the terms of reference for each local governing body.

South Bank Academies

Appendix 3: Draft audit committee terms of reference

Audit committee Terms of reference

1. Constitution

1.1 The Board of Directors has established a committee of the Board known as the Audit Committee.

2. Membership

2.1 The Audit Committee and its chair shall be appointed by the Board, from among its own members, and must consist of members with no executive responsibility for the management of the institution.

2.2 There shall be no fewer than three members; a quorum shall be at least two members.

2.3 The chair of the Board should not be a member of the committee.

2.5 At least one member should have recent relevant experience in finance, accounting or auditing

2.6 The committee may, if it considers it necessary or desirable, co-opt members with particular expertise.

3. Attendance at meetings

3.1 The chief executive, head of finance (or equivalent), the head of internal audit and a representative of the external auditors shall normally attend meetings where business relevant to them is to be discussed.

4. Frequency of meetings

4.1 The committee will meet as often as is necessary to fulfil its responsibilities. The external auditors or head of internal audit may request a meeting if they consider it necessary.

5. Secretary

5.1 The secretary to the Audit Committee will be the Company Secretary or other appropriate person nominated by the Company Secretary.

6. Duties

6.1 Financial Reporting

6.1.1 To review and where necessary to challenge the actions and judgements of Trust and School Governance and Management in relation to financial reporting, accounting policies and practices, budgets, unusual transactions, disclosures, adjustments resulting from audits and compliance with Statutory Duties.

6.2 Internal Control and Risk Management

South Bank Academies

6.2.1 To monitor and review the integrity of the company's internal financial controls, including procedures to detect and prevent fraud and impropriety and those to identify, assess and manage risk.

6.3 Internal Audit

6.3.1 To direct the Responsible Officer(s) in conducting internal audits within each of the company's Schools three times per year and to receive reports based upon these exercises; to ensure findings are shared with appropriate Trustees, Governors and Staff and to review and monitor Governance and Management's response to findings.

6.4 External Audit

6.4.1 To recommend the appointment, re-appointment or removal of the external auditor and oversee the company's relations with them; to approve the terms of engagement and remuneration to be paid to the external auditor.

6.4.2 To discuss with the external auditor, before the audit commences, the nature and scope of the audit

6.4.3 To review with the external auditor the findings of their work, including any major issues arising and their resolution, key accounting judgements and levels of errors identified during the audit.

6.4.4 To assess the effectiveness of the audit process at the end of its cycle

6.4.5 To ensure the external auditor's objectivity is not impaired through their delivery of any non-audit services.

7. Reporting procedures

7.1 The minutes (or a report) of meetings of the Audit Committee will be circulated to all members of the Board.

South Bank Academies

Appendix 4: Draft Nomination Committee terms of reference

Nomination Committee Terms of Reference

1. Constitution

1.1 The Board of Directors has established a committee of the Board known as the Nomination Committee.

2. Membership

2.1 Membership shall consist of the directors appointed by LSBU, and the Chief Executive.

2.2 A quorum shall consist of at least 2 directors.

2.3 The committee may, if it considers it necessary or desirable, co-opt members with particular expertise.

3. Frequency of meetings

3.1 Meetings shall be held as required.

4. Authority

4.1 The committee appoints co-opted directors to the Board of Directors.

5. Secretary

5.1 The secretary to the Nominations Committee will be the Company Secretary or other appropriate person nominated by the Clerk.

6. Duties

6.1 The duties of the committee shall be to:

6.1.1 give full consideration to succession planning for the Board of Directors, taking into account the challenges and opportunities facing the company, and what skills and expertise are needed on the board in the future;

6.1.2 in the exercise of its functions, have due regard to the benefit of equality and diversity in the composition of the Board;

6.1.3 develop and keep under review the criteria for appointment as a director;

6.1.4 evaluate the balance of skills, knowledge and experience required for a particular appointment;

6.1.5 seek the most suitable candidate, whether by open advertising, the use of external consultants, or personal recommendation;

6.1.6 consider the reappointment of each director at the end of his or her specified term of office, having regard to that director's performance and ability to continue to contribute to the Board in the light of the knowledge, skills and experience required, and to recommend as appropriate to the Appointments Committee;

South Bank Academies

- 6.1.7 consider nominations for the post of Chair of the Board of Governors and to make recommendations to the Board;

7. Reporting Procedures

- 7.1 The minutes (or a report) of meetings of the Nominations Committee will be circulated to all members of the Board.

South Bank Academies

Appendix 5: Draft Remuneration Committee terms of reference

Remuneration Committee

Terms of Reference

1. Constitution

1.1 The Board of Directors has established a committee of the Board known as the Remuneration Committee.

2. Membership

2.1 Membership shall consist of three directors.

2.2 A quorum shall consist of at least 2 directors.

2.3 The committee may, if it considers it necessary or desirable, co-opt members with particular expertise.

3. Frequency of meetings

3.1 Meetings shall be held as required.

4. Secretary

4.1 The secretary to the Remuneration Committee will be the Company Secretary or other appropriate person nominated by the Clerk.

5. Duties

5.1 The duties of the committee shall be to:

5.1.1 To set the objectives and review the Principals' performance;

5.1.2 To set the pay of the Principals; and

5.1.3 To approve the HR policy for the company.

6. Reporting Procedures

6.1 The minutes (or a report) of meetings of the Remuneration Committee will be circulated to all members of the Board.

South Bank Academies

Appendix 6 – Local Governing Body indicative business cycle

1. Appointment of clerk	As & when
2. Register of interests	Annual
3. Monitoring & evaluation	
a. Monitoring KPIs	Termly
b. Quality assurance teaching and learning	Termly
- Curriculum	
- Inclusion	
- Sharing good practice	
4. Risk, Finances and asset management	
a. Budget monitoring	Termly
b. Building maintenance	Termly
c. Health and safety	Termly
5. Governance	
a. Appoint full LGB complement, appoint chair and vice-chair, staff and parent reps	As & when
- LG SEN	“
- LG safeguarding	“
- Finance, pupil premium, etc	“
- Learning and teaching	“
- H&S	“
b. Establish Exclusions Committee for review of HT decisions	Termly
c. Establish Appeals Panel	As & when
d. Consult Board of Directors on establishment of sub-comms	As & when
6. Staffing	
a. Ensure SBA policies are implemented	As & when / Termly
b. Make recommendations to Board of Directors re Principal	Annual
c. Monitor implementation of SBA HR policy	Annual / Termly / As & when
7. Students	
a. Ensure effective arrangements for student support	Termly
b. Ensure admission arrangements conform to code of practice	Annual
c. Ensure effective arrangements are in place for student recruitment	Annual
d. Ensure student attendance and monitoring systems are in place	Termly
8. Safeguarding	
a. Review and maintain Safeguarding and Child Protection policy	Annual
b. Ensure completion of single central record (employment status, DBS, etc.)	As & when
9. Community and parents	
a. Engage parents / community in:	
- the development of school prospectus	As & when

South Bank Academies

- extended school provision As & when
- b. ensure systems for effective communication with parents and community Annual
- c. ensure systems for feedback from parents and community and school response Annual
- d. establish relationships with local community representatives Annual

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South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.22 (16)
Paper title:	External auditors and audit plan
Board/Committee	South Bank Academies
Date of meeting:	12 July 2016
Author:	Michael Broadway – Company Secretary
Purpose:	Approve
Recommendation:	The Board is requested to approve the appointment of auditors.

External auditors and audit plan

Last year the audit was conducted by Kingston Smith. Following satisfactory performance it is recommended that Kingston Smith are re-appointed. The company's financial year runs from 1 September to 31 August, Kingston Smith will develop a timetable and plan for the conduct and completion of the audit process.

An Audit Committee is being held on 1st December to review the accounts ahead of approval by the Board on 8 December. Approved accounts have to be filed with the Education Funding Agency by 31 December.

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South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.23 (16)
Paper title:	Disclosure and Barring Service checks
Board/Committee:	South Bank Academies
Date of meeting:	12 July 2016
Author:	Michael Broadway – Company Secretary
Purpose:	Note
Recommendation:	The meeting is requested to note.

Executive summary

Under Section.2.2 of the Master Funding Agreement with the Department for Education, ‘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’.

The Company Secretary will ensure that all directors, trustees and governors undergo enhanced DBS checks on appointment and on an ongoing basis, as required, and maintain a register.

All staff are checked at appointment by the Business Manager.

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South Bank Academies

Executive Summary

	CONFIDENTIAL
	PAPER NO: SBA.24 (16)
Paper title:	SBE UTC Business Continuity Plan
Board/Committee:	South Bank Academies
Date of meeting:	12 July 2016
Author:	Rao Bhamidimarri - CEO
Purpose:	Approve
Recommendation:	The meeting is requested to approve the Business Continuity Plan.

SECTION 1. INTRODUCTION

1.1 Background Information

South Bank Engineering UTC (The UTC) is required to develop plans to manage business continuity in the event of a range of disruptions to services.

No-notice disruptions are, by definition, impossible to predict. This plan deals with the ones most likely to occur:

- loss of premises (through fire, flood etc)
- loss of utilities (electricity, gas, water, fuel)
- failure of IT and telephony
- staff shortage

The impact of any serious disruption may manifest itself in terms of: delivery of education, safety/welfare, financial consequences; reputation damage; environmental consequences.

1.2 Aim of Plan

The aim of this plan is to provide guidance and support to enable the UTC to tackle the impact of severe disruptions due to a variety of unlikely, but credible, causes, with the following objectives.

1.3 Objectives of Plan

The plan is designed to achieve the following strategic objectives:

- a. To safeguard the safety and welfare of students, staff and visitors;
- b. To resume provision of education services at the earliest opportunity and, where possible, secure a continuation of learning;
- c. To maintain the community and identity of the UTC;
- d. To return the UTC to normality.

South Bank Academies

1.4 Related Plans and Procedures

This plan should be read in conjunction with the UTC's other evacuation plans and emergency procedures that deal with the immediate response to an emergency situation.

For example:

- Fire Safety and Evacuation Policy and Procedures
- Crisis Management Policy
- Critical Incident Policy

1.5 Plan Review and Testing

This plan should be reviewed for currency and accuracy every 2 years or in the event of significant structural or organisational change.

It is good practice to test the plan at regular intervals i.e. annually.

1.6 Business Continuity/Emergency Grab Bag

An emergency grab bag should be created to hold key information that will support the school in the event of an emergency/business continuity disruption. Depending on the nature of the disruption, this pack should be kept in a location that can be accessed at all times.

Suggested grab bag contents include:

Section	Details
Business Continuity	Business Continuity Plan*
	Key contact details, including: Governors, Parents/Carers, Local Authority, Suppliers etc*
Organisational Information	Staff Handbook (policies and procedures)*
	School branding material and stationery*
	School logo*
	Other key documents*
Financial Information	Bank, insurance details, Payroll etc*
	Invoices, purchase orders, etc*
	Financial procedures*
	Assets Register and Insurance Policy*
Staff Information	Staff contact details*
	Staff emergency contact details*
IT / Equipment Information	Software licence agreement and key codes*
	Office telephone list (for phone divert)*
	Back-up rota and data restoration routine*
Equipment and other items	First Aid Kit
	LED torch
	Laptop with wireless connection
	Company phone with camera application
	Stationery including permanent markers, clipboards, pens, blue-tack, pins, pencils and notebook paper
	Hazard barrier tape

South Bank Academies

	Emergency cash, a cheque book or spare credit card
	School Floor Plans*
	Spare keys
	Whistle / megaphones
	High visibility jacket

* Held electronically in the cloud or off site

South Bank Academies

SECTION 2: PLAN ACTIVATION

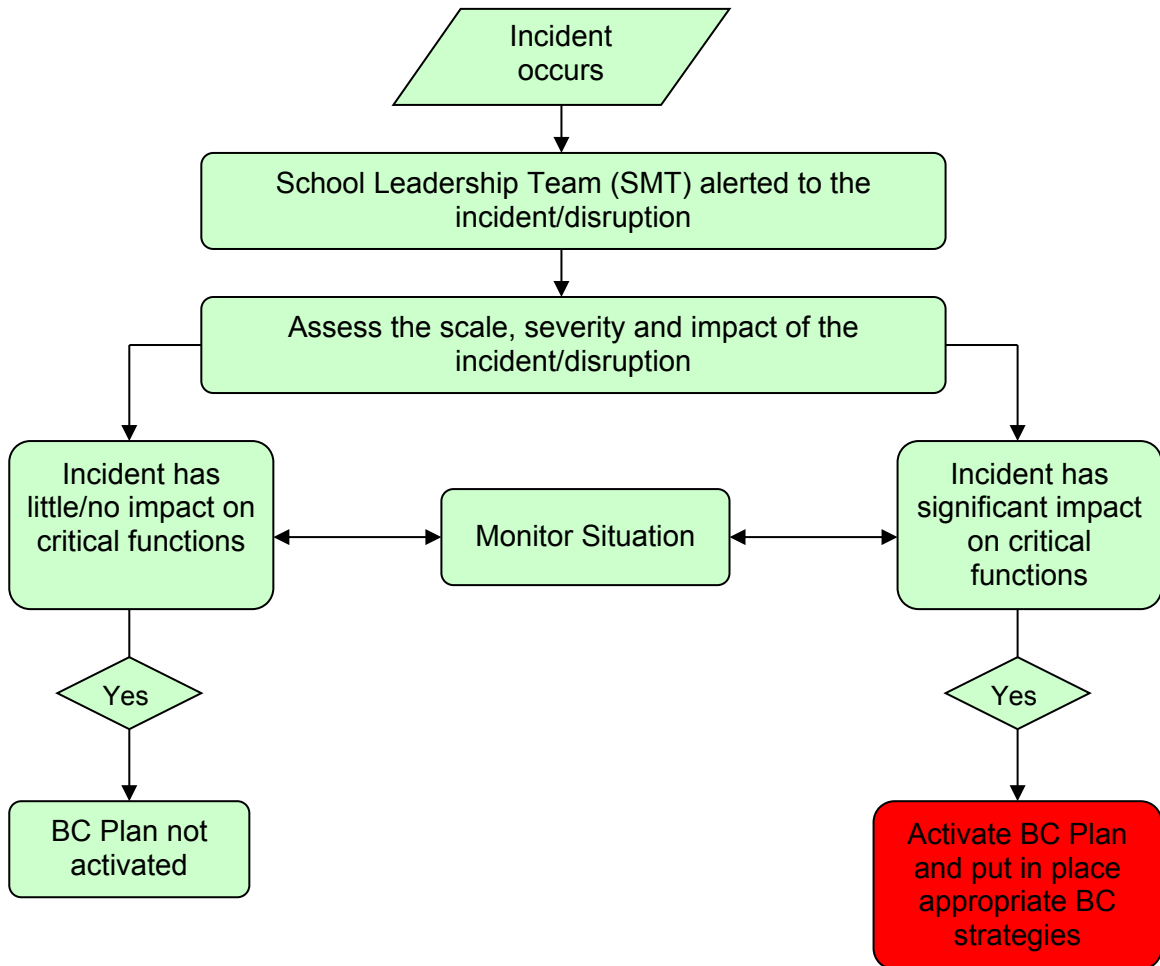
2.1 Circumstances

This plan will be activated in response to an incident causing significant disruption to the UTC, particularly the delivery of key/critical activities.

2.2 Responsibility for Plan Activation

The responsibility for implementing this plan lies with the Principal or, if not available, a member of the Critical Incident Leadership Team (see crisis management policy for roles and responsibilities).

2.3 Activation Process

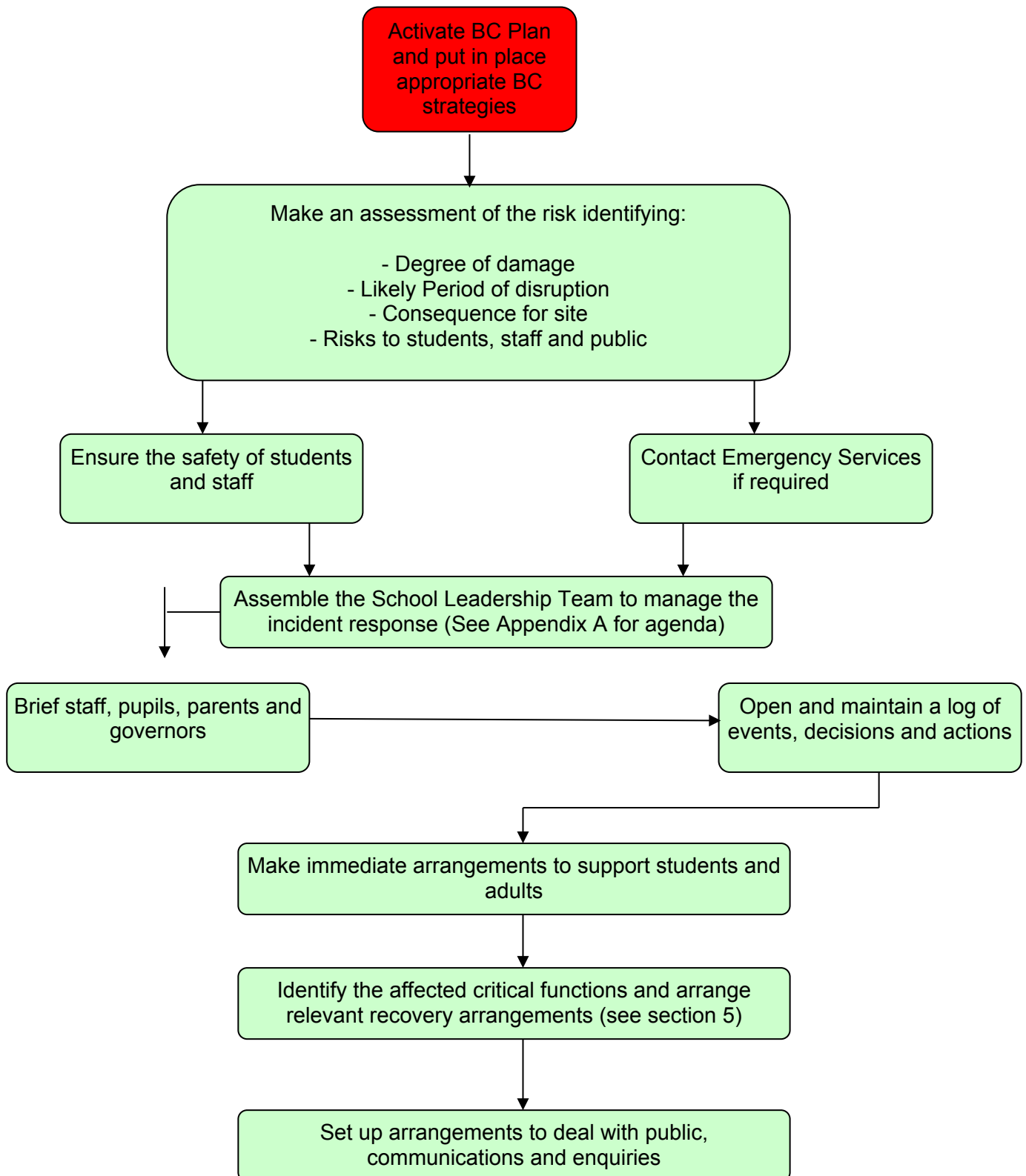


South Bank Academies

SECTION 3: PLAN IMPLEMENTATION

3.1 Incident Response

Upon activation of the Business Continuity Plan, it is suggested that the following actions are taken.



South Bank Academies

3.2 Roles and Responsibilities

The Principal, in conjunction with other members of the UTC Leadership Team will delegate Business Continuity Roles and Responsibilities. A guide on the roles and responsibilities required during a Business Continuity incident is described below.

Job Title	Responsibilities
Principal	<ul style="list-style-type: none"> Co-ordinating crisis management and recovery activity Declaring a disaster (or otherwise) based upon advice from the other members of the leadership team Reporting on recovery process to the Board of Governors, LA and DfE/YPLA <p>Publicity & Information</p> <ul style="list-style-type: none"> Drawing up media statements for delivery to TV and the press Issuing information to other Government organisations as required. <p>Facilities</p> <ul style="list-style-type: none"> The assessment and protection of the damaged site Facilitating the relocation to the recovery site <p>Personnel Issues</p> <ul style="list-style-type: none"> The welfare of all employees, both in the aftermath of the incident and during occupation of emergency accommodation Issuing information to employees and students Working with managers to assess any special staffing requirements and assisting in the cross training of non-critical employees
Vice Principal	<p>Curriculum & Student Welfare</p> <ul style="list-style-type: none"> Co-ordination of the business recovery operation in respect of the teaching teams. Providing the link between employee teams and SLT The welfare of the students both in the aftermath of the incident and during occupation of emergency accommodation.
Business Manager	<p>Responsible for the following, drawing upon the relevant managers where appropriate;</p> <ul style="list-style-type: none"> Recording all expenditure resulting directly from the emergency Liquidating any short-term deposits necessary to ensure liquidity for settling bills <p>IT & Telecommunications</p> <ul style="list-style-type: none"> Provision of IT and communications infrastructure to displaced business areas

Other roles/responsibilities to consider during the activation of a Business Continuity plan include:

Role	Responsibilities	Report to/Actions
Incident Log (record keeper)	<ul style="list-style-type: none"> To record all key decisions and actions taken in relation to the incident 	The Principal or Incident Management Team.
Media Coordinator	<ul style="list-style-type: none"> Collating information about the incident for dissemination in Press Statements Liaison with Local Authority Press 	Principal but should not make direct contact with Media.

South Bank Academies

	Office	
Communication	<ul style="list-style-type: none"> ▪ Co-ordinating communication with key stakeholders including: <ul style="list-style-type: none"> ○ Governors ○ Parents/Carers/carers ○ Local Authority (Lambeth) ○ External agencies e.g. Emergency Services, Health and Safety Unit 	All communications activities should be agreed by the Incident Management Team. Information sharing should be approved by the Principal (or Incident Management Team if the Principal is unavailable).
Premises Manager	<ul style="list-style-type: none"> ▪ To ensure site security and safety in an incident ▪ To link with the Incident team on any building/site issues ▪ To liaise and work with any appointed contractors 	Reporting directly to the Principal or Incident Management Team.
ICT Coordinator	<ul style="list-style-type: none"> ▪ To ensure the resilience of the UTC's ICT infrastructure ▪ Work with the Principal to develop proportionate risk responses 	ICT Coordinator reports directly to the Principal for plan development issues. In response to an incident, reporting to the Incident Management Team.
Recovery Coordinator	<ul style="list-style-type: none"> ▪ Leading and reporting on the UTC's recovery process ▪ Identifying lessons as a result of the incident ▪ Liaison with Business Coordinator to ensure lessons are incorporated into the plan development 	Is likely to already be a member of the Incident Management Team, and will lead on recovery and resumption strategies. Reports directly to Principal.

South Bank Academies

SECTION 4: BUSINESS IMPACT ASSESSMENT

For the purpose of this plan, the strategic critical function of the UTC is stated as:

‘The provision of educational services to its registered students, including a safe and secure environment in which to learn.’

In a business continuity context, the following functions are intended to achieve the strategic aim. Each activity has an associated ‘Maximum Tolerable Period of Disruption’ (MTPD) by which it should be resumed, some being more urgent than others. This period will determine the order in which activities are resumed.

There are certain critical times where the functions listed below would have greater impact

Critical Function	Description	MTPD
Examinations	Providing staff and facilities to enable students to sit examinations.	1 Day
Teaching Staff	The provision of a suitable number of qualified teaching staff to deliver the National Curriculum.	1 Week
Support Staff	The provision of suitably qualified and experienced support staff to assist in the education of students and running of establishment services.	2 Weeks
Safe and Secure Premises	The provision of suitable, safe and secure accommodation to enable the delivery of education and to meet duty of care and health & Safety requirements etc.	1 Week
Catering Facilities and Staff	The provision of suitable catering facilities and staff to enable preparation of school meals.	1 Week
Utilities - Gas	The supply of gas to enable the heating of premises and preparation of school meals etc.	1 Week
Utilities – Water	The supply of water for drinking and general usage including flushing of toilets, preparations of meals etc.	1 Week
Utilities - electric	The supply of electricity to enable ICT systems to run, lighting of premises etc.	1 Week
Provision of IT	The provision of IT to deliver education and to enable the establishment to run smoothly.	2 Weeks
Keeping of suitable records	The keeping of suitable records in relation to staff/pupils and general administrative functions within an establishment.	1 Month
Keeping of suitable coursework	The creation and safe keeping of coursework including electronic documentation and items such as textiles, D&T work pieces.	1 Month
Provision of cleaning contractors	The provision of suitable numbers of cleaners to carry out general cleaners to carry out general cleaning such as toilets, waste collection and removal.	1 Week

South Bank Academies

SECTION 5: POTENTIAL DISRUPTIONS

5.1 Loss of Premises

Loss of premises may result from fire, flood, loss of essential utilities or the building is within an area cordoned off by emergency services. This may occur during school hours, necessitating and evacuation, or during non school hours preventing staff and pupil's access to the building.

It is a critical function of the school to provide suitable, safe and secure accommodation to enable the delivery of education and to meet duty of care and health & Safety requirements etc. The space below should include all relevant information that would assist with recovery from a loss of premises incident.

Virtual learning: In cases of an enforced closure many school provide links through their website to learning opportunities. These together with other educational internet and paper based services provide methods for providing continuation of education provision).

It is good practice for Schools/educational establishments to maintain contact with the local authority or governing body to help identify suitable working processes and possible alternative locations. From experiences of past Business Continuity events, alternative locations have been sought/implemented when a facility has been closed for a period of more than one week.

Risk	Potential Workarounds	
Complete loss of site	Potential alternative sites:	1: University Academy of Engineering
		2: London South Bank University
		3: Employer partner sites eg King's College Hospital
Partial loss of site	<ul style="list-style-type: none"> - Use of alternative on-site buildings - Use of temporary accommodation - Use of off-site facility if available 	
Temporary loss of premises (utility failure)	<ul style="list-style-type: none"> - Virtual learning/use of 365 and SharePoint to continue learning off site 	

5.2 Loss of Staff

The most likely scenarios involving a significant loss of staff are industrial action, fuel shortage, outbreak of disease (eg. Pandemic influenza) and severe weather. In all of these events, there is likely to be a period of notice in which arrangements may be made to mitigate the effects.

It is a critical function of the school to provide a suitable number of qualified teaching staff to deliver the National Curriculum and suitably qualified and experienced support staff to assist in the education of pupils and running of establishment services.

It is also important to consider 'Single Points of Failure' i.e. Exams Officer/Premises Manager etc

Risk	Potential Workarounds	
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South Bank Academies

Pandemic Flu	<p>A flu pandemic will occur in 2 waves, 3-9 months apart, with each wave lasting about 12 weeks. In addition to staff being off ill, you will also have staff being off to care for sick relatives etc.</p> <ul style="list-style-type: none"> - <i>Alternative teaching arrangements/use of technology to deliver to students via video conferencing</i> - <i>Temporary cover</i> - <i>Hygiene precautions</i>
Fuel Crisis	<ul style="list-style-type: none"> - <i>Alternative teaching arrangements</i> - <i>Virtual learning</i> - <i>Local supply cover</i> - <i>Alternative transport arrangements</i>
Industrial Action	<p>As far as possible, without attempting to influence staff members' legal right to take industrial action, managers should try to estimate the proportion of staff who may be available to work in order to plan work in accordance with priorities</p> <ul style="list-style-type: none"> - <i>Virtual learning</i> - <i>Alternative teaching arrangements</i>
Severe Weather	<p>In the event of severe weather (eg, snow/flooding), staff may be unable to travel to work. Employees are expected to make all efforts to reach their usual place of provide they can do so safely without putting themselves or others at risk.</p> <ul style="list-style-type: none"> - <i>Pre-identified decision process</i> - <i>Alternative teaching arrangements/use of video conferencing for lessons</i>

5.3 Failure of IT/Data/Telephony

Failure of IT within a school could be caused by a variety of reasons such as fire, flooding, power cut etc. It is important to ensure that the main server is resilient with separate power supply but if this not possible, back up arrangements should be in place.

Risk	Critical IT Systems	Workaround Options
Failure of IT Server/ systems	SchoolBase Office 365	<ul style="list-style-type: none"> - <i>Back up paper system</i> - <i>Back up server</i> - <i>Disaster Recovery Contracts</i> - <i>Off site back up arrangements</i> - <i>'Cloud' arrangements</i>
Loss of Data	Critical Data	Workaround Options

South Bank Academies

	<i>On site back-ups of critical data and cloud back-ups of MIS data</i>	Use of mobile phones or tablets to access data held off site.
Loss of Telephony	<i>Use of email, social media, company mobile phones</i>	

5.4 Loss of Utilities (Electricity/Gas/Water)

In the event that the school lost any of the utilities, what would the impact of this be and how long would the school continue to operate safely?
All contractor contact information can be found in Section 6 of this plan.

Risk	Impact	Potential Workarounds
Electricity/Gas	- <i>eg. Heating system</i>	- <i>Additional portable heaters</i>
	- <i>Catering</i>	- use of Lambeth College to prepare and transported to the UTC
	- <i>IT servers</i>	- most held in the cloud, use of mobile networks
Water		
	Impact	Potential Workarounds
	- <i>eg. Drinking supply</i>	Bottled water bought in
	- <i>Sewerage</i>	Mobile toilets bought on site
	- <i>Catering</i>	Bottled water, temporary water heating systems for hygienic

South Bank Academies

SECTION 6: CONTACT INFORMATION

6.1 Staff Contact Information (Incident Management Team)

Job Title	Name	Home Address	Telephone	Email
			Home: Mobile: Other:	
			Home: Mobile: Other:	

Date created: July 2016

Date agreed: July 2016

Date of Review: July 2017

South Bank Academies

APPENDIX

APPENDIX A: INCIDENT MANAGEMENT TEAM AGENDA

1. Background and Situation Report as known (Chair)
2. Updates and actions:
 - Premises
 - Current state
 - Critical items recovered/still in situ
 - Estimate of return
 - Welfare (staff, visitors, clients)
 - Confirm all persons accounted for
 - Current arrangements for retaining staff
 - Outstanding welfare issues
 - Communications
 - Message given out to staff
 - New contact number for public
 - Public message via Communication and Marketing
 - Brief for Somerset Direct
 - Collect contact numbers for team members.
 - Continuity and Recovery
 - Critical services affected
 - Options to work around disruption
 - Resources shortfall
 - Alternative premises identified (if applicable)
3. Time of next meeting

South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.25 (16)
Paper title:	Financial controls
Board/Committee	South Bank Academies
Date of meeting:	12 July 2016
Author:	Rao Bhamidmarri - CEO
Purpose:	Note
Recommendation:	The meeting is asked to note the structure of financial control and accountability.

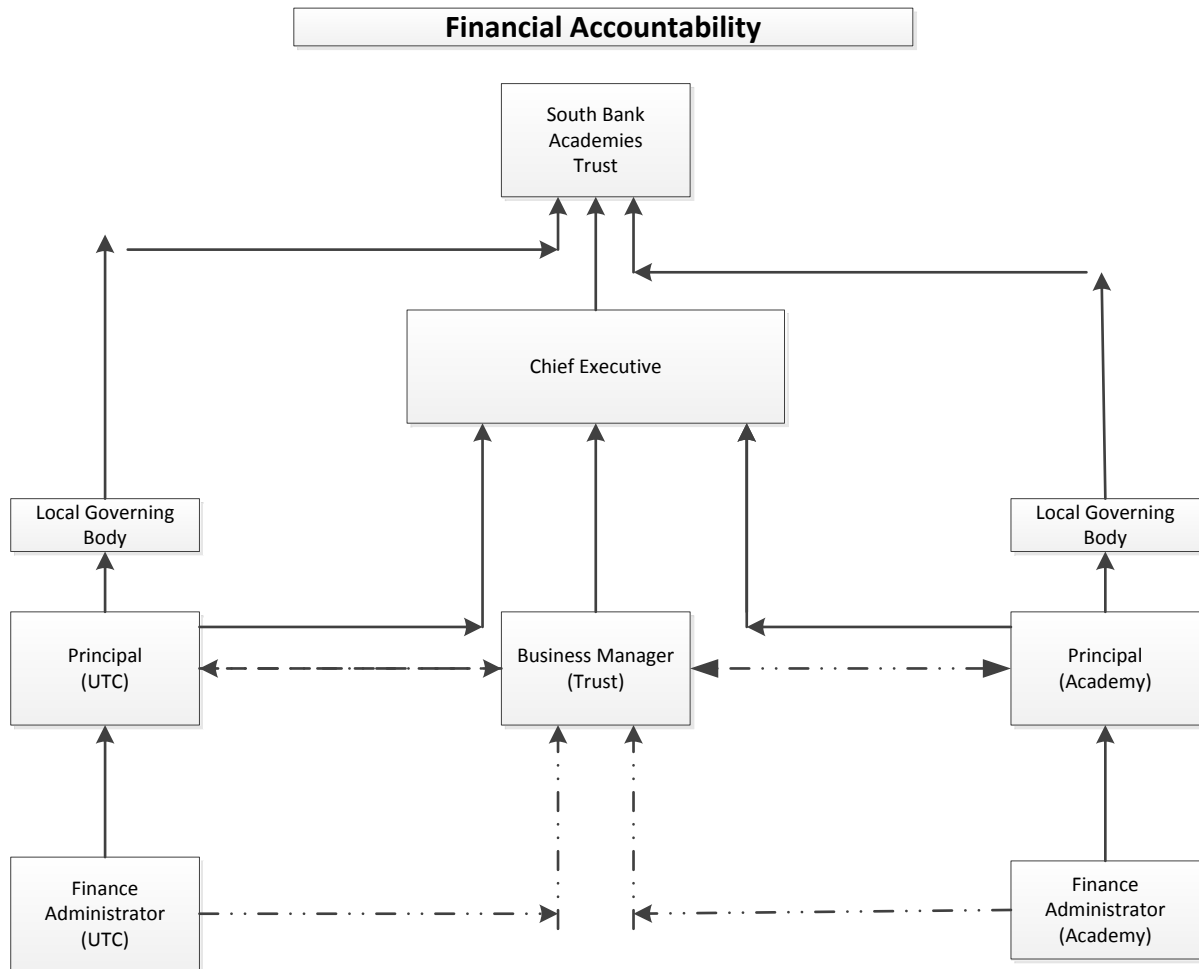
Executive Summary

The flow diagram below illustrates the accountability structure for the implementation of financial controls within the company. Now that South Bank Academies has appointed a Business Manager, a full set of financial controls will be developed similar to those currently operational within the University Academy of Engineering. These will be provided at the next meeting.

The meeting is asked to note the structure of financial control and accountability.

South Bank Academies

Flow diagram of accountability structure



South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.26 (16)
Paper title:	Appointment of Chief Financial Officer
Board/Committee:	South Bank Academies
Date of meeting:	12 th July 2016
Author:	Rao Bhamidimarri - CEO
Purpose:	Approve
Recommendation:	The meeting is requested to approve the appointment of the Business Manager.

Executive Summary

The Department for Education asked that a Chief Financial Officer is appointed prior to September 2016 even if the appointee does not take up the position before the UTC opens. We informed the DfE that the South Bank Academies Trust will appoint a single Business Manager, who will act as the Chief Financial Officer for both the schools under the Trust.

Accordingly, the post of Business Manager was advertised and three candidates were interviewed. Mr Daniel Smith, who is currently the Business Manager at the University Academy of Engineering, was successful. Dan is a chartered accountant with extensive experience in finance and general management in schools.

He will formally take up the post in the Trust on 1st September 2016.

The Trust Board is requested to approve this appointment.

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South Bank Academies

	CONFIDENTIAL
	PAPER NO: SBA.27 (16)
Paper title:	Minutes of UAESB LGB meeting 10 March 2016
Board/Committee:	South Bank Academies
Date of meeting:	12 July 2016
Author:	Benjamin Washington – Clerk to the meeting
Purpose:	Note
Recommendation:	The meeting is requested to note the Minutes.

Minutes of a Meeting of the Governing Body of University Academy of Engineering South Bank. Held at the School on 10th March 2016

Present: Professor Bhamidimarri Chair

Dr I Bishop
N Ferer
F Nur

P Clarke
J Rowlands
M Broadway

Also present:

Clerk: B Washington

Membership

Parent	Principal	Co-opted	
S French F Nur	J Rowlands	N Ferer Financial Controller Dr I Bishop Secondary Education K Fowler Primary Education UAESB R Bhamidimarri LSBU P Clarke UAESB A Roberts UAESB M Broadway	

South Bank Academies

Committees

Finance & General Purposes	Learning & Teaching	Principal's Performance Review
Prof R Bhamidimarri N Ferer J Rowlands Dr I Bishop K Fowler M Broadway	Prof R Bhamidimarri Dr I Bishop N Ferer J Rowlands K Fowler S French F Nur	Prof R Bhamidimarri K Fowler Dr I Bishop A Wilson

Link Responsibilities

Safeguarding	SEND
Dr I Bishop	K Fowler

1. Apologies for Absence

The meeting noted the absence without apologies of P Clarke and F Nur.

Received

2. Declaration of Interests

Governors were reminded that *The Education (Schools Government) Regulations 1989 (as amended)* oblige governors with a pecuniary interest in a contract or other matter to disclose the fact, to withdraw from the meeting when it is being discussed and not vote on it.

The chair outlined the regulations and governors' resultant obligations. No declarations were made

Received

3. Minutes of 16th November 2015

3.1 Approval

The minutes of the meeting held on **16th November 2015** were agreed (subject to minor amendments) as true and accurate records of proceedings.

Received

3.2 Matters Arising (not appearing elsewhere on the agenda).

Governors noted N Gibb did not send his anticipated letter.

Received

4. Principal's Report

The Principal provided a comprehensive verbal commentary to her report. The main points of the report were as follows:

South Bank Academies

Total number on roll - 227

Student profile – Year 7

Number on roll: 136

Student profile – Year 8

Number on roll: 91

In term admissions

Admissions				Level on Entry	
Student	Gender	Year	Statemented	Mathematics	Mathematics
Student 1	Female	8	No	6a	6c

In term off roll

Off roll	Gender	Year	Statemented	Reason
Student 1	Male	8	No	Transferred to Compass Bermondsey
Student 2	Male	8	No	Transferred to Compass Bermondsey
Student 3	Male	7	No	First Choice school offered place
Student 4	Male	7	No	First choice school offered place

EAL

EAL focused lesson observations to be conducted jointly with EAL consultant planned for Module 4 to skill staff in identifying impact of EAL interventions.

SEND

Year 8 male - Educational Health Care plan (EHC) in process

Year 7 male – Educational Psychologist working with at present to assess for EHC

Safeguarding and child protection (e.g. Number of referrals to agencies or any serious incidents)

Year 7 female student - CAF to re-refer a family that social services has closed the case -for reasons- difficult to engage with family – February.

Year 8 male student -Family in crisis meeting called in February moving child from child in need to whole family child protection plan.

Complaints, compliments and grievances (e.g. any formal complaint grievance and any issues arising)

Outcomes for Students

Target 2015/16 - All students to make one full level of progress

2015 – 2016 targets

Context: Baseline

APS score at KS2	Academy	National	Difference
	28.7	28.8	-0.1

% by prior attainment	Low	Middle	High
	11.4%	62.5%	25%

South Bank Academies

Progress review meetings

All teachers are now skilled at identifying students who have not met their targets at the end of a module and provide targeted skills based interventions which they then work on in lessons to support the students to reach the target. Teachers also working on fluency with skills, deeper understanding of each area before moving onto next and building this into their intervention strategies.

Quality of teaching, learning and assessment

% Good and Better lessons

All lesson observations were joint observations as part of the Academy's learning and teaching development programme.

	2014/2015	2015/2016	Number of teachers observed
Module 1	75%	73%	14-4 to NQT criteria
Module 2	80%	87%	15-4 to NQT criteria
Module 3	85%	100%	15-4 to NQT criteria
Module 4	85%		
Module 5	90%		

Interventions – in line with the Post review action plan focus areas:

- the promotion of literacy is thorough and detailed across all subjects;
- work is regularly and consistently marked and graded to a set model and standard which is understood and used by all staff
- all staff plan lessons that are engaging and fully challenge all students
- all staff establish high standards of expectations especially in terms of the standard of work set and how it is presented by students

Staffing

The Academy is fully staffed with qualified subject specialist staff.

Governors asked a number of questions including:

- Q: Do any of the circumstances relating to the students off roll give cause for concern?
A: The Principal outlined the circumstances (anonymously) and informed the governors that some of the situations were very sad indeed. The school is doing everything possible to support the individuals.
- Q: Tell us about the in term admission.
A: The student came from a school in Lewisham.
- Q: Tell us about the Parents and Carer survey on 26th February 2016.
A: Very positive feedback was received. The information is still being collated.
- Q: Do parents and carers put their names on the survey?
A: Yes. This is useful if the school wants to follow up any comments.
- Q: Tell us about the inclusion of meditation as part of the Enrichment provision.
A: The Principal outlined the context and rationale for the sessions which do touch upon the 'mindfulness' aspect of the curriculum and also appear to help some students with their concentration.
- Q: Has the school considered offering 'mindfulness' as a separate option?

South Bank Academies

A: The Principal explained that within the context of 'enrichment' teachers are invited to suggest to her a subject which they are passionate about. The Principal then decides whether the subject is a suitable option for inclusion in the enrichment programme.

Q: How popular is enrichment?

A: Very. The frequency of the sessions is fairly limited and students are asked to attend those in which they have a particular interest. In response to further questions the Principal outlined the attendance figures for the various sessions.

Q: Tell us about staff leavers.

A: The Principal outlined the current and anticipated staffing complement. There were no leavers at the time of publication of the Principal's report.

Q: How many fire drills are carried out per year?

A: One

Q: What is the school's authorised number of pupils?

A: 150 per Year group. In response to further questions the Principal confirmed that successful appeals don't count. The Principal also confirmed that the LA could ask the school to exceed that number of admissions and that most local secondary schools are oversubscribed. The Principal provided a comprehensive update on the admissions process and the impact increased admissions numbers can have on various aspects of student progress and school life. The DfE may allow academies to pull out of the centralised admissions process in the future.

Q: How many strong applications for post 16 entry have we received?

A: 14. In March 2016 the school will email local parents and carers to raise awareness about the school. The school is also using social media to reach the targeted age cohort and is attending a Recruitment Day at South Bank (as an opportunity to reach siblings). Leaflets are also being handed out at East Street Market. Letters are being sent to existing parents and carers for distribution to their friends. There will also be further Open Days.

Q: What is the target for the 6th Form?

A: 50

Q: What is the breakeven point in financial terms?

A: 20. The Principal outlined the various financial models against student numbers which the Bursar had already prepared for governors' consideration

Q: What impact will provision of a 6th Form have in terms of teacher recruitment?

A: The recruitment process will include teachers who have experience of teaching 6th Form

Q: What is 'quadrulation'?

A: Assessment via observation of lessons, books, student data and student interview

Q: How is the school linking with the various STEM national events such as the Shell Eco Marathon?

A: The Principal outlined a number of opportunities the school has taken up including 'Women and Science' and 'The Team Tech Awards'.

Q: How many offers has UTC made?

South Bank Academies

A: 141 (with a minimum grade B attainment for entry)

Following discussion:

Resolved

- To welcome the provision of the prayer and meditation elements of the enrichment sessions
- Principal to circulate the 'Prevent' leaflets to governors
- Principal to ensure messages contained within the 'Prevent' leaflets are suitable and appropriate
- Principal to ensure that inclusion of any particular leaflet does not lead to exclusion of other factions in the school
- Principal to include numbers of complaints, grievances and compliments in future reports
- Principal to include information about historic fire drill outcomes in future reports to allow comparison
- Principal to include the number of admissions applications for the forthcoming academic year in future reports
- Principal to explore the option of working with the University Media Centre in relation to admissions and intake (A Roberts to support)
- A Roberts to liaise with Shell in relation to an officer visiting the school. A Roberts to forward contact details to the Principal
- To include an opportunity to attend Silverstone amongst the recruitment enticements
- To retain the '20' breakeven target
- To formally record thanks to the Principal and all staff for their hard work and commitment
- To receive the report

5. Academy Improvement Handbook

The Principal provided a comprehensive verbal commentary to the Academy Improvement Handbook which she, the Chair, K Fowler and Dr I Bishop had scrutinised on its release.

Following discussion:

Resolved

- Governors to forward their comments to the Principal prior to the next FGB
- Principal to prepare a summary of the headline information (1 page) for parents and carers
- To prepare a 'Governors' Update' for the newsletter and web site to raise the profile of governors
- To revisit the 'Monitoring and Evaluation' element and consider whether governors can contribute further

6. Post Academy Review Action Plan

Following discussion:

South Bank Academies

Resolved to include the Mock OfSTED review by B Stoneham in the next report

7. The New Trust

7.1 New Governance Arrangements

The Chair outlined the new governance arrangements, including accounting procedures, which will come into place on the establishment of the Multi Academy Trust. During the 1st year of establishment not much change is envisaged but after that point it is expected that the schools will work more closely together. The Chair outlined some of the anticipated advantages such as sharing of resources and back office functions. The Chair confirmed the Trustees and outlined the governance arrangements. No joint policies have been prepared yet

7.2 Implications for the Academy

Under the MAT structure the Academy's devolved budget will be paid directly to the MAT therefore the MAT could decide how certain elements of expenditure (for example the CEO's salary and some services) are paid. The MAT will subsequently delegate funding to the Academies. The MAT may withhold some funding (1% to 3%) to meet these types of costs.

Governors asked a number of questions including:

Q: What can the Academies do if they feel they are not getting value for money in relation to the money being withheld by the MAT?

A: They can challenge the practice. They can also 'whistle blow' to the DfE. The Chair emphasised the importance of governors' role in terms of scrutinising expenditure by the MAT and ensuring the school gets value for money.

Q: How much 'say' would Academy governors have in how money is spent?

A: The MAT will be responsible for ensuring financial compliance; Academy governors can request detailed information on how their allocated funding is being spent

Q: Who represents the Academy on the MAT at the moment?

A: The Chair

Q: Could UAESB influence expenditure at UTC?

A: No. But the Academy Improvement Plan will define what resources UAESB should be entitled to. The MAT will then decide UAESB's eligibility for the resources based on the Academy Improvement Plan

Receive

8. Governors' DBS Arrangements at UAESB

The Principal outlined the statutory framework in relation to governors' DBS arrangements.

Following discussion:

South Bank Academies

Resolved

- UAESB to continue to be compliant in all aspects of the DBS regime
- D Smith to contact all governors and make necessary arrangements to complete DBS as soon as possible

9. Full Governing Body

9.1 Membership (Vacancies and Attendance)

No issues were noted

Received

9.2 Governor Reports

Rao Bhamidimarri: Line Management Meetings- 11th & 26th February, Post 16 focus – 26th & 29th February.

Karen Fowler, Dr Irene Bishop, Rao Bhamidimarri: Interviewing for Assistant Vice-Principal - 1st February.

Karen Fowler, Dr Irene Bishop, Rao Bhamidimarri, Steve French: Academy review-2nd February.

Received

10. Pupil Premium

The Principal provided a comprehensive verbal commentary on pupil Premium expenditure and its impact on the target cohorts. The money is being appropriately allocated and continues to have a significant positive impact in terms of the 'narrowing the gap' agenda.

Received

11. Safeguarding

There has been one safeguarding issue. The school has followed appropriate protocols.

Received

12. Policies

Policies are being reviewed and ratified in accordance with the policy schedule.

Received

South Bank Academies

13. Committees

13.1 Terms of Reference

Both committees have reviewed and updated their Terms of Reference.

Following discussion:

Resolved to ratify the revised Terms of Reference

13.2 Committee Membership and Attendance

Membership as per page 1 of these minutes.

No attendance issues.

Received

14. Dates and Times of Future Meetings

Strategy Meeting
FGB

27th April 2016 at 4pm
30th June 2016 at 5pm

Minute item	Action	Person responsible
4. Principal's Report	Principal to circulate the 'Prevent' leaflets to governors	Principal
	Principal to explore the option of working with the University Media Centre in relation to admissions and intake (A Roberts to support)	Principal
	A Roberts to liaise with Shell in relation to an officer visiting the school. A Roberts to forward contact details to the Principal	A Roberts
5. Academy improvement Handbook	Governors to forward their comments to the Principal prior to the next FGB	Governors
	Principal to prepare a summary of the headline information (1 page) for parents and carers	Principal
	To prepare a 'Governors' Update' for the newsletter and web site to raise the profile of governors	Unknown
	To revisit the 'Monitoring and Evaluation' element and consider whether governors can contribute further	Unknown
	Resolved to include the Mock OfSTED review by B Stoneham in the next report	Unknown
8. Governors' DBS Arrangements at UAESB	D Smith to contact all governors and make necessary arrangements to complete DBS as soon as possible	D Smith

South Bank Academies

PART 2 Confidential

Exclusions (included in the Principal's report)

Date	Gender	Ethnicity	Date of Birth	Incident	Exclusion Length
10.12.2015	Male	Black Caribbean	28.12.2002	Refusing to follow staff instructions which led to the disruption of the entire class.	0.5 days
27.01.2016	Male	Black Caribbean	21.07.2003	Using foul, insulting and abusive language to a member of staff	2 days
19.01.2016	Male	Dual heritage	13.10.2004	Using offensive language towards a member of staff	0.5 days
11.02.2016	Male	Somalian	12.06.2004	Lifting a chair to hit a student	1 day

Received



Department
for Education

Academy and free school: master funding agreement

December 2014

Contents

SUMMARY SHEET	4
1. INTRODUCTION	5
Definitions of types of Academies:.....	5
Other defined terms:.....	6
General Obligations of the Academy Trust	10
Governance.....	12
2. RUNNING OF THE ACADEMIES	14
Length of school day and year.....	14
Teachers and staff.....	14
School meals.....	15
Pupil Premium.....	16
Charging	17
Exclusions	17
Curriculum.....	18
Assessment.....	19
3. GRANT FUNDING.....	21
Recurrent Expenditure Grants	21
Capital Grant	22
General Annual Grant (GAG)	24
Earmarked Annual Grant (EAG).....	26
Arrangements for paying GAG and EAG	26
Other relevant funding.....	27
4. FINANCIAL AND ACCOUNTING REQUIREMENTS	28
General	28
Application of the Academies Financial Handbook	29
Budgeting for funds	29
Carrying forward of funds	30
Annual accounts and audit	31
Keeping financial records	32
Access to financial records.....	32
Acquiring and disposing of Publicly Funded Assets.....	32
Retention of proceeds from the disposal of capital assets	33
Transactions outside the usual planned range	33
Borrowing.....	34

5. COMPLAINTS	34
6. TERMINATION	35
Termination by either party	36
Change of Control of the Academy Trust.....	38
7. OTHER CONTRACTUAL ARRANGEMENTS	39
Information	39
Access by the Secretary of State's Officers	39
Notices	40
Contractual.....	41

SUMMARY SHEET

Information about the Academy Trust:

Name of Academy Trust	South Bank Academies
Address	103 Borough Road, London, SE1 0AA
Company Number	08589525
Contact details for the Chair of Charity Trustees	Professor David Phoenix. LSBU, 103 Borough Road, London. SE1 0AA.

Please confirm whether additional clauses have been included (e.g. PFI clauses which will be supplied by your project lead if needed)

Descriptor	Clause No.	Applied	Not used
n/a			

1. INTRODUCTION

Introduction and definitions

- 1.1 This Agreement is between the Secretary of State for Education (the “**Secretary of State**”) and South Bank Academies (the “**Academy Trust**”), and is an academy agreement as defined by section 1 of the Academies Act 2010.
- 1.2 The Academy Trust is a company limited by guarantee incorporated in England and Wales with company number 08589525]. The Academy Trust is a charity and its directors are the Charity Trustees of the Academy Trust.
- 1.3 In order for the Academy Trust to establish and run a number of Academies in England, according to the provisions of the Academies Act 2010, 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 and in each **Supplemental Agreement** that has been entered into by the Academy Trust and the Secretary of State in respect of each Academy.
- 1.4 In this Agreement, and (except as expressly provided otherwise) in each Supplemental Agreement, the capitalised words and expressions listed below will have the following meanings:-

Definitions of types of Academies:

An “**Academy**” is a school or educational institution established and run in accordance with the Academies Act 2010, and where this Agreement refers collectively to “**Academies**” run by the Academy Trust, this may include any of the following types of school or educational institution:

A “**Free School**” means an Academy which is a new educational institution within the meaning of section 9(1)(a) of the Academies Act 2010.

A “**Mainstream Academy**” means an Academy or a Free School which meets the requirements set out in section 1A(1) of the Academies Act 2010.

An “**Alternative Provision Academy**” means an Academy or a Free School which meets the requirements set out in section 1C(1) of the Academies Act 2010.

A “**Special Academy**” means an Academy or a Free School which meets the criteria set out in section 1A(2) of the Academies Act 2010.

A “**Sponsored Academy**” will be (unless otherwise stated) a Mainstream Academy which is established pursuant to an Academy Order under section 4 of the Academies Act 2010, which will be designated as a Sponsored Academy within the Supplemental Agreement applicable to that Academy, and as such certain conditions may apply to it.

“**Studio School**” means a type of Free School, principally for pupils and students aged between 14 and 19, which places an emphasis on such pupils and students obtaining employability skills through project-based learning.

“**University Technical College**” means a type of Free School, principally for pupils and students aged between 14 and 19, which provides technical education with the emphasis on a particular industry or scientific sector.

A “**16-19 Academy**” means an Academy or a Free School which meets the requirements set out in section 1B(1) of the Academies Act 2010.

Other defined terms:

“**16-19 Funding Guidance**” means the guidance published by the EFA and amended from time to time, on behalf of the Secretary of State.

“**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.

“Commissioner” means LAs and/or schools referring pupils to an Alternative Provision Academy for admission under the legal powers set out in the relevant Supplemental Agreement.

“Control” means the power of an organisation or individual (‘A’) to ensure that the affairs of a 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.

“Local Governing Body” means the committee (if any) established by the Academy Trust in relation to an Academy or Academies, within the Academy Trust, in accordance with the Articles.

“Parents” means parents or guardians.

“Predecessor School” means the school which the Academy in question 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

“Pupil Referral Unit” means any school established in England and maintained by an LA which is specially organised to provide education for children falling within section 19(1) of the Education Act 1996.

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.

“Start-up Period” has the meaning as defined in the relevant Supplemental Agreement.

“Supplemental Agreement” means an agreement supplemental to this Agreement for any Academy which the Academy Trust agrees to establish and maintain and the Secretary of State agrees to fund, which is substantially in the form of the supplemental funding agreement entered into by both parties at the time that this Agreement is signed.

“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 and each Supplemental Agreement on the date specified in the notice.

- 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 A reference in this Agreement to pupils includes students at a 16-19 Academy.
- 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) “school” refers to the relevant Mainstream Academy, Alternative Provision Academy, Special Academy or Studio School, and “educational institution” refers, where the context so admits, to a 16-19 Academy;
 - b) the “head teacher” may refer to the Academy’s head teacher or principal;
 - c) references to the “governing body” or “responsible authorities” will be taken to refer to the Academy Trust; and
 - d) references to registered pupils will be treated as references to registered pupils at the Academy.
- 1.11 References in this Agreement or any Supplemental 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

1.13 In order for the Academy Trust to establish and run independent schools and/or educational institutions in England, according to the terms of the Academies Act 2010, and in order for the Secretary of State to make payments to the Academy Trust, the Academy Trust must meet the conditions and requirements set out in this Agreement, and in each Supplemental Agreement for an Academy for which payments are claimed. In particular, the Academy Trust must ensure the Academies it runs meet the applicable requirements as follows:

- a) for **Mainstream Academies**, those specified in Section 1A of the Academies Act 2010;
- b) for **Alternative Provision Academies**, those specified in Section 1C of the Academies Act 2010;
- c) for **16-19 Academies**, those specified in Section 1B of the Academies Act 2010;
- d) for **Special Academies**, those specified in section 1A(2) of the Academies Act 2010, and:
 - i. the Academy Trust must ensure special educational provision is made at each of the Special Academies for one or more categories of SEN. These categories may include, but are not limited to: Specific Learning Difficulties, Moderate Learning Difficulties, Severe Learning Difficulties, Profound and Multiple Learning Difficulties, Behaviour Emotional Social and Development Needs, Speech Language and Communication Needs, Autistic Spectrum Disorder, Visual Impairment, Hearing Impairment, Multi-Sensory Impairment, Physical Disability;

- ii. the Academy Trust may not refuse to admit a child whose statement of SEN names one of the Special Academies on the sole basis that some, or all, of the child's SEN do not feature in the categories referred to in clause 1.13(d)(i) of this agreement.
- iii. the Academy Trust must comply with all of the obligations imposed upon special academies by legislation, and with the obligations imposed upon the governing bodies of maintained special schools in Chapter 1 of Part 4 of the Education Act 1996.
- iv. the Academy Trust must ensure that each Special Academy's website includes details of the arrangements for the admission of disabled pupils; the steps taken to prevent disabled pupils from being treated less favourably than other pupils; the facilities provided to assist access to the Academy by disabled pupils; and the plan prepared by the Academy Trust under paragraph 3 of Schedule 10 to the Equality Act 2010. Disabled pupils in this paragraph mean pupils who are disabled for the purposes of the Equality Act 2010.

1.14 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 each of its Academies is at the heart of its community, promoting community cohesion and sharing facilities with other schools and/or other educational institutions and the wider community.

1.15 The Academy Trust must conduct its Academies 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 to 4.8;
and
 - d) this Agreement, and any and all Supplemental Agreements.
- 1.16 The Academy Trust must, as soon as is reasonable, establish an appropriate mechanism for the receipt and management of donations for the purpose of its aims as specified in the Articles.
- 1.17 The Academy Trust must obtain the Secretary of State's consent before applying to have an Academy 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.
- 1.18 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 The Academy Trust is not required to publish information under this Agreement, or any Supplemental Agreement, if to do so would breach its obligations under the Data Protection Act 1998.
- 1.20 The Academy Trust must ensure that its Academies meet the needs of individual pupils, including pupils with SEN and disabilities.

Governance

- 1.21 The Academy Trust will be governed by a board comprising the Charity Trustees of the Academy Trust (the "**Board of Charity Trustees**").
- 1.22 The Board of Charity Trustees must have regard to any Guidance on the governance of academy trusts.
- 1.23 The Academy Trust must ensure that it engages with the relevant Local Governing Body (if any) or representatives of each Academy, and that arrangements are in place for matters relating to the functioning of each

Academy to be brought to the attention of the Charity Trustees of the Academy Trust.

- 1.24 The Academy Trust must provide to the Secretary of State the names of all new or replacement members of the Academy Trust, stating the date of their appointment and, where applicable, the name of the member they replaced as soon as is practicable and in any event within 14 days of their appointment.
- 1.25 The Academy Trust must not appoint any new or replacement 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 If the Academy Trust establishes and maintains a Free School, it must, in addition to its obligations under clauses 1.24 and 1.25:
- a) provide to the Secretary of State the names of all new or replacement Charity Trustees 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 Trustees they replaced as soon as is practicable and in any event within 14 days of their appointment or election; and
 - b) not appoint or elect any new or replacement Charity Trustees 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.
- 1.27 The Academy Trust must not amend or remove the provisions in its Articles relating to the appointment or election or the resignation or removal of Charity Trustees or members (“the Governance Articles”) without the Secretary of State’s consent.
- 1.28 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.

1.29 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 ACADEMIES

Length of school day and year

2.1 The length of the school day and year will be the responsibility of the Academy Trust and for the purpose of this paragraph “school” also means a **16 to 19 Academy**.

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 The Academy Trust must, where applicable, in respect of each of its Academies designate a member of staff at each Academy responsible for promoting the educational achievement of 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.

2.5 Teachers’ pay and conditions of service at the Academies are the responsibility of the Academy Trust.

2.6 The Academy Trust must ensure that all teachers employed in each Academy have access to the Teachers’ Pension Scheme and, in so doing, must comply

with the requirements of the scheme and with Fair Deal for staff pensions guidance published by HM Treasury.

- 2.7 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 by the Academy Trust 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.
- 2.8 Where a member of the Teaching Staff employed at an 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 has 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.

School meals

- 2.9 Subject to clause 2.12, 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 a local authority were to any of its Academies.
- 2.10 The Academy Trust must comply with school food standards legislation as if its Academies were maintained schools.
- 2.11 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.

2.12 Clauses 2.9 to 2.11 do not apply to 16-19 Academies. For **16-19 Academies**, the Academy Trust must comply with any Guidance in relation to free meals in the further education sector, as far as it applies to those Academies.

Pupil Premium

2.13 For all of its Academies eligible for Pupil Premium, and for each 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 the Pupil Premium allocation on;
- c) what it spent its Pupil Premium allocation on in the previous Academy Financial Year;
- d) the impact of the previous year's Pupil Premium allocation on educational attainment.

2.14 For all of its Academies eligible for Year 7 literacy and numeracy catch-up premium funding, and for each Academy Financial Year, the Academy Trust must 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;
- 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

- 2.15 For all its Academies except 16 to 19 Academies, 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 its Academies were maintained schools.
- 2.16 There must be no charge for admission to or attendance at any of the Academies, and the Academies will only charge pupils where the law allows maintained schools to charge.
- 2.17 Clause 2.16 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 an Academy.
- 2.18 Notwithstanding clause 2.16, the Academy Trust may charge people who are not registered pupils at one of its Academies for education or use of facilities.
- 2.19 Where an Academy provides a pupil with board and lodging, the Academy Trust must not charge the parent of that pupil more than the cost to the Academy Trust of providing the board and lodging, except as required by the Fees, Charges and Levies guidance in HM Treasury's publication 'Managing Public Money'.

Exclusions

- 2.20 In respect of **Mainstream Academies, and Special Academies which admit pupils without statements of SEN and Studio Schools**, the Academy Trust must, if asked to by an LA, enter into an agreement which 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 whom 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 Schools Standards and Framework Act 1998.

Curriculum

2.21 The curriculum is the responsibility of the Academy Trust.

2.22 The Academy Trust must ensure that the curriculum provided in each Academy to pupils up to the age of 16 is balanced and broadly based. In respect of **Mainstream** and **Special Academies**, the Academy Trust must ensure that the curriculum includes English, mathematics and science. In respect of **Alternative Provision Academies** the Academy Trust must ensure that the curriculum includes English and mathematics.

2.23 The Academy Trust must publish information in relation to the current curriculum provision at each Academy on that Academy's website, including:

- a) the content of the curriculum;
- b) its approach to the curriculum;
- c) if applicable, the GCSE options and other Key Stage 4 qualifications offered by each Academy and, if applicable, any other qualifications offered by each Academy;
- d) the names of any phonics or reading schemes in operation for Key Stage 1 if applicable; and
- e) how parents (including parents of prospective pupils) and Commissioners (if applicable) can obtain further information about that Academy's curriculum.

2.24 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 an Academy.

- 2.25 The Academy Trust must provide for the teaching of evolution as a comprehensive, coherent and extensively evidenced theory. In respect of any **Alternative Provision Academies** and **16-19 Academies**, the Academy Trust must do this where relevant to the curriculum.
- 2.26 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.
- 2.26A The Academy Trust must ensure the Academy promotes principles that support equality of opportunity for all.
- 2.27 The Academy Trust must ensure that careers guidance is provided at each of its Academies, in accordance with the requirements on maintained schools in the Education Act 1997.

Assessment

- 2.28 The Academy Trust must:
- a) ensure that pupils and students at each of its Academies 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, in respect of each **Mainstream Academy**, each **Special Academy** and each **Studio School** to ensure that pupils take part in assessments, and in teacher assessments of pupils' performance; and must do so for each **Alternative Provision Academy** unless there are exceptional reasons to do otherwise;
 - c) ensure that students at each **16 to 19 Academy** take part in assessments of students' performance appropriate to the qualifications offered;

- d) 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;
- e) for all Key Stages, allow monitoring and moderation of the Academy's assessment arrangements as required by the Secretary of State.

2.29 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.

2.30 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 relevant Academy's website for each **Mainstream Academy**, for each **Alternative Provision Academy**, and where relevant for each **Special Academy**, and in respect of sub-paragraph b) where relevant for each **Studio School**:

- a) if applicable, the Academy's most recent Key Stage 2 results as published by the Secretary of State in the School Performance Tables:
 - 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"; and
 - iv. in relation to writing, "% achieving Level 5 or above"; and
 - v. in relation to maths, "% achieving Level 5 or above";
- b) if applicable, the Academy's most recent Key Stage 4 results as published by the Secretary of State under the following column headings in the School Performance Tables:

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

2.31 The Academy Trust must ensure that, in relation to any **16-19 Academies**, any performance information requested by the Secretary of State is published on the Academy’s website.

2.32 The Secretary of State may direct any 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 each Academy.

3.2 “**Recurrent Expenditure**” means any money spent on the establishment, conduct, administration and maintenance of an 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 will 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 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;
 - 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 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 towards the normal running costs or capital expenditure of each of its Academies, 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, lighting etc.); 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 each **Mainstream Academy**, **Special Academy** and **Studio School** 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 Academies in accordance with this Agreement and the relevant Supplemental 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 (but without limitation) 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 of the relevant Academy's age range as stated in the applicable Supplemental Agreement;

- d) Children's Centres;
- e) any additional cost of providing sport and leisure facilities for a purpose not permitted in clause 3.14.

Earmarked Annual Grant (EAG)

3.16 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 as described in the relevant funding letter. The Academy Trust must spend EAG only in accordance with that letter.

3.17 Where the Academy Trust is seeking a specific EAG for any Academy Financial Year, it must send a letter outlining its proposals and the reasons for the request to the DfE.

Arrangements for paying GAG and EAG

3.18 Before each Academy Financial Year, the Secretary of State will notify the Academy Trust of the GAG and EAG amounts in respect of each Academy which, subject to parliamentary approval, the Secretary of State plans for that Academy Financial Year and how these have been calculated.

3.19 The amounts of GAG for an Academy Financial Year will be determined 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"**).

3.20 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.

3.21 The Annual Letter of Funding will, as well as stating the grant amounts, set out how these 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.

3.22 The Secretary of State will pay GAG in monthly instalments on or before 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.

3.23 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

3.24. 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, and any Supplemental Agreements.
- 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 requirements 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 appointed as the principal regulator under the Charities Act 2011.
- 4.5 The Academy Trust must abide by the requirements of the current 16 to 19 Funding Guidance published by the Secretary of State, in respect of any provision for students who are above compulsory school age until the academic year in which they reach the age of 19.
- 4.5A If the Secretary of State pays any grant to or on behalf of the Academy Trust, in respect of any Free Schools that the Academy Trust establishes and maintains, which includes an amount to cover VAT, the Academy Trust shall, having paid the VAT, promptly submit a VAT reclaim application to Her Majesty's Revenue and Customs (HMRC). Any failure by the Academy Trust to submit a VAT reclaim application to HMRC, or to pursue the application

diligently, or to repay any reclaimed amount to the Secretary of State as soon as reasonably practicable following receipt will be taken into account by the Secretary of State in:

- a) calculating and paying any subsequent grant to the Academy Trust; or
- b) adjusting GAG payable to the Academy Trust in subsequent Academy Financial Years.

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 4.14-4.16 and 3.L of the relevant Supplemental Agreement; 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 its Academies balance their respective overall budgets 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 for the benefit of the Academy Trust as it sees fit. 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 For clarity, and in accordance with the intent of parity of funding with LA maintained schools, in circumstances where a Predecessor School had a deficit balance and the DfE has settled this with the relevant LA, that amount will be recovered from the Academy Trust's GAG over a period not normally exceeding 3 years (unless the Secretary of State's in his discretion decides otherwise) after the Academy opened.
- 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 as 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 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 Any additional grant provided for an Academy's Start-Up Period may be carried forward, without limitation or deduction, until the Start-Up Period ends.

4.17 Any unspent grant not allowed to be carried forward under clauses 4.14-4.16 and 3.L of the relevant Supplemental Agreement may be taken into account in the payment of subsequent grant.

Annual accounts and audit

4.18 The Academy Trust must prepare and file with Companies House the annual reports and accounts required by the Companies Act 2006.

4.19 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 was a registered charity; and

b) otherwise as the Secretary of State directs.

4.20 The Academy Trust's accounts must be audited annually by independent auditors appointed in line with the Academies Financial Handbook.

4.21 The accounts must carry an audit report stating whether, in the opinion of the auditors, the accounts show a true and fair view of the Academy Trust's affairs. The accounts must also be supported by such other audit reports, relating to the use of grants and other matters, as the Secretary of State directs.

4.22 The Academy Trust's annual report must include the names of all members of the Academy Trust who served during the year.

4.23 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. 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

4.24 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

4.25 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 studies. 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.

4.26 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

4.27 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 leasehold of land;

dispose of any other class of capital assets except as permitted in the Academies Financial Handbook, and subject to Part 3 of Schedule 1 to the Academies Act 2010.

4.28 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 4.27.

Retention of proceeds from the disposal of capital assets

4.29 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.

4.30 If the Academy Trust sells a capital asset which was transferred to it for no or nominal consideration from an LA, a Predecessor School or a 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

4.31 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;
- 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.

- 4.32 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 4.31.
- 4.33 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

- 4.34 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. COMPLAINTS

- 5.1 With regards to a **Mainstream Academy**, a **Special Academy** an **Alternative Provision Academy** or a **16-19 Academy**, if a complaint is made about matters arising wholly or partly before the Academy opened, and all or part of that complaint was investigated by the Local Government Ombudsman under Part III of the Local Government Act 1974 ("**Part III**"), or could have been investigated under Part III if the Predecessor School/Pupil Referral Unit had remained a maintained school/Pupil Referral Unit, the Academy Trust:
- a) must abide by the provisions of Part III as if the Academy were a maintained school/Pupil Referral Unit;
 - b) agrees that the Secretary of State will have the power to investigate the subject of the complaint as if it had taken place after the Academy opened; and
 - c) must act in accordance with any recommendation from the Secretary of State as if that recommendation had been made under Part III and the Academy were a maintained school/Pupil Referral Unit.

5.2 With regards to a **Mainstream Academy**, a **Special Academy** or a **16-19 Academy**, if the Secretary of State could have given an order or a direction under section 496 or 497 of the Education Act 1996 to the governing body of the Predecessor School and that order or direction related to matters occurring within the 12 months immediately before the Academy opened, the Academy Trust:

- a) agrees that the Secretary of State may give orders or directions to the Academy Trust as though the Academy were a maintained school and sections 496 and 497 applied to the governing body of that maintained school; and
- b) must act in accordance with any such order or direction from the Secretary of State.

5.3 If at the time of the opening of any **Mainstream Academy**, **Special Academy**, **Alternative Provision Academy** or **16-19 Academy** the investigation of a complaint made to the governing body of the Predecessor School/Pupil Referral Unit has not yet been completed, the Academy Trust must continue to investigate that complaint in accordance with the complaints procedures established by that governing body.

5.4 If a complaint is made to the Academy Trust about matters arising in whole or in part during the 12 months prior to the opening of any **Mainstream Academy**, any **Special Academy** any **Alternative Provision Academy** or any **16-19 Academy** the Academy Trust agrees to investigate that complaint as if the matter complained of had taken place after the Academy opened.

6. TERMINATION

6.1 This Agreement will commence on the date of delivery and continue until terminated in accordance with clauses 6.2-6.7, or until all Supplemental Agreements have terminated.

Termination by either party

- 6.2 The Secretary of State may serve a Termination Notice if any of the following events occur, 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 (as amended); or
 - c) the Academy Trust is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 provided that, for the purposes of this clause, Section 123 (1)(a) of the Insolvency Act 1986 will have effect as if £10,000 was substituted for £750. The Academy Trust will not be deemed unable to pay its debts for the purposes of this clause if any such demand as is mentioned in the said Section is being contested in good faith by the Academy Trust; 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.

6.3 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.

6.4 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.

6.5 For the purposes of clause 6.4 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 Academies.

6.6 For the purposes of clause 6.5:

- 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.

Change of Control of the Academy Trust

6.7 The Secretary of State may at any time, subject to clause 6.8, 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.

6.8 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.

- 6.9 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.
- 6.10 When notifying the Secretary of State further to clause 6.9, 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 further to clause 6.7.

7. OTHER CONTRACTUAL ARRANGEMENTS

Information

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

Access by the Secretary of State's Officers

- 7.3 The Academy Trust must allow DfE officials to enter any of its Academies at any reasonable time. All records, files and reports relating to the running of each Academy must be available to them at any reasonable time. Two DfE officials may attend and speak at any meetings of each Academy's Local Governing Body, of the Academy Trust's Board of Charity Trustees or any other meetings of the Charity Trustees of the Academy Trust, but will withdraw from any discussion of an 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.
- 7.4 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, any Local Governing Body or any committee to which the Board of Charity Trustees 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.

7.5 The Academy Trust may exclude from items provided under clause 7.4 any content relating to:

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

Notices

7.6 A notice or communication given to a party in connection with this Agreement or any Supplemental 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 9.00am 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 working days after deemed receipt of the notice):

Name of party	Position of contact	Address
Secretary of State	Head of Academies Division	Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
South Bank Academies	Professor David Phoenix	London South Bank University, 103 Borough Road, London. SE1 OAA.

Contractual

- 7.7 This Academy Trust cannot assign this Agreement.
- 7.8 Failure to exercise, or delay in exercising, any right or remedy of the Secretary of State under this Agreement (including the right to terminate this Agreement), or a single or partial exercise of such a right or remedy, is not a waiver of, and does not prevent or restrict any initial or further exercise of, that or any other right or remedy.
- 7.9 Termination of this Agreement will not affect the accrued rights, remedies, obligations or liabilities of the parties to this Agreement existing at termination.
- 7.10 This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all of which will together constitute the same agreement.

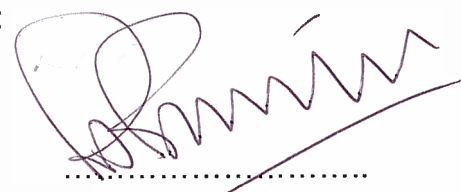
7.11 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales, and submitted to the exclusive jurisdiction of the courts of England and Wales.

This Agreement was executed as a Deed on 14 March 2016

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


.....

and


.....

Director

Director

~~or~~

~~.....~~

~~**Company Secretary**~~

~~or~~

~~.....~~

~~**Witness**~~

~~Name:~~

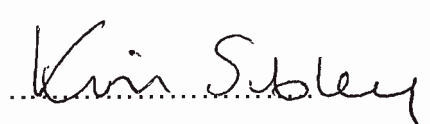
~~Address:~~

The Corporate Seal of

THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:




.....

Duly Authorised



Department
for Education

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DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 14 day of March 2016

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) South Bank Academies (the "**Company**") a company limited by guarantee incorporated in England and Wales with registered number 08589525 and having its registered office at London South Bank University, 103 Borough Road, London, SE1 0AA.

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

INTRODUCTION

- A. The Parties entered into a master funding agreement executed as a deed on 8th April 2014, a copy of which is contained in Schedule 1, relating to the establishment, maintenance and funding of one or more Academies (the "**Existing Master Funding Agreement**").
- B. The Parties entered into a supplemental funding agreement executed as a deed on 8th April 2014 relating to the establishment, maintenance and funding of University Academy of Engineering South Bank, a copy of which is contained in Schedule 2, (the "**Existing Supplemental Funding Agreement**")
- C. The Parties now wish to vary and amend and restate certain terms and conditions of the Existing Master Funding Agreement and the Existing Supplement Funding Agreement in accordance with the terms of this Deed.
- D. This Deed is supplemental to the Existing Master Funding Agreement and the Existing Supplemental Funding Agreement.

1. INTERPRETATION

- 1.1 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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Existing Master Funding Agreement and the Existing Supplemental Funding Agreement shall be amended and restated in the form of the Master Funding Agreement set out in Schedule 3 and the Supplemental Funding Agreement set out in Schedule 4.

2.2 For the avoidance of doubt, the Master Funding Agreement set out in Schedule 3 and the Supplemental Funding Agreement set out in Schedule 4 do not terminate or suspend the Existing Supplemental Funding Agreements, but amend and re-state them.

2.3 Except as varied by this Deed, the Master Funding Agreement and Supplemental Funding Agreements shall remain in full force and effect.

3. Governing law and jurisdiction

3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

3.2 The parties irrevocably agree that the English courts 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).

4. Counterparts

4.1 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 date first above written.

EXECUTED as a deed by South Bank Academies.
acting by:

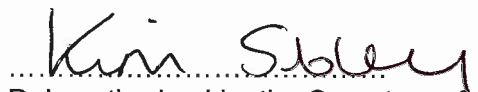


Director



Director/Secretary

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



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MODEL SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made 8th April 2014

BETWEEN

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

(2) **UNIVERSITY ENGINEERING ACADEMY SOUTH BANK** a company registered in England and Wales under company number 08589525 (the "Company").

IS SUPPLEMENTAL TO THE **MASTER FUNDING AGREEMENT** made between the same parties and dated 8th April 2014 (the "Master Agreement").

1 **DEFINITIONS AND INTERPRETATION**

1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement.

1.2 The following words and expressions shall have the following meanings:

"the Academy" means the University Engineering Academy South Bank to be established at Trafalgar Street, London SE17 2TP.

"Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;

"the Land" means the publicly funded land comprising 0.945 hectares (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as land at

18
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Trafalgar Street, London SE17 2TP and registered under Title Number TGL327725.

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

2 THE ACADEMY

2.1A – The Academy is a Traditional Sponsored Academy as defined in clause 6 of the Master Agreement.

2.1 The Company will establish and maintain, and carry on or provide for the carrying on of the Academy in accordance with the Master Agreement and this Agreement.

2.2 The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced.

2.3 The requirements for the admission of pupils to the Academy are set out at Annex 1.

2.3A Subject to Clause 2.3B, the academy will operate designated places reserved for pupils with special educational needs (SEN Unit and or Resourced Provision) with up to 25 planned places for pupils with ASD and complex needs in the age range 11-19.

2.3B The Secretary of State may at any time determine that the SEN Unit/Resourced Provision should cease to operate.

2.3C In making any determination under clause 2.3B the Secretary of State shall:

- (i) have regard to the views of the Academy and local authorities in the area (in their strategic role in the commissioning of SEN provision); and
- (ii) consider the impact of such a determination on the local authorities' ability to secure suitable SEN provision for all children within the area.

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ACADEMY OPENING DATE

2.4 The Academy shall open as a school on 1 September 2014.

2.5 The planned capacity of the Academy is 900 in the age range 11-19, including a sixth form of 150 and will subject to Clause 12B operate designated reserved provision for pupils with special educational needs (SEN Unit or Resourced Provision) for up to 25 planned places for pupils with ASD and complex needs in the age range 11-19.

3 CAPITAL GRANT

3.1 Pursuant to clause 38 of the Master Agreement, the Secretary of State may, in his absolute discretion provide Capital Expenditure funding in accordance with any arrangements he considers appropriate.

4 GAG AND EAG

4.1 The Secretary of State agrees to pay GAG and EAG to the Company in relation to the Academy in accordance with the Master Agreement.

4A NOT USED

5 TERMINATION

5.1 Either party may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August 2021 or any subsequent anniversary of that date.

Termination Warning Notice

5.2 The Secretary of State shall be entitled to issue to the Company a written notice of his intention to terminate this Agreement ("Termination Warning Notice") where he considers that:

- a) the Academy is no longer meeting the requirements referred to in clause 12 of the Master Agreement (subject to clause 5.9 of this Agreement);

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- b) the conditions and requirements set out in clauses 13-34C of the Master Agreement are no longer being met;
- c) the standards of performance of pupils at the Academy are unacceptably low;
- d) there has been a serious breakdown in the way the Academy is managed or governed;
- e) the safety of pupils or staff is threatened (whether by breakdown of discipline or otherwise); or
- f) the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement.

5.3 A Termination Warning Notice issued by the Secretary of State in accordance with clause 5.2 shall specify:

- a) reasons for the Secretary of State's issue of the Termination Warning Notice;
- b) the remedial measures which the Secretary of State requires the Company to carry out, with associated deadlines, in order to rectify the defaults identified ("Specified Remedial Measures"); and
- c) the date by which the Company must respond to the Termination Warning Notice providing its representations with regard thereto or confirm that it accepts and agrees to undertake the Specified Remedial Measures.

5.4 The Secretary of State shall consider any response and representations from the Company which are received by the date specified in accordance with clause 5.3(c) and shall confirm whether he considers that:

- a) in the light of the Company's representations in response to the Termination Warning Notice, some or all of the Specified Remedial Measures are not required to be implemented (and if so which) and/or the Specified Remedial Measures are being or will be implemented within the specified timeframe; or

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b) subject to any further measures he reasonably requires ("Further Remedial Measures") being implemented by a specified date or any evidence he requires being provided, the implementation of such measures has been or will be successfully completed within the specified timeframes; or

c) he is not satisfied that the Company will rectify the defaults identified in the Termination Warning Notice within the specified timeframes. (In such circumstances, the Secretary of State may notify the Company of his intention to terminate the Agreement on a specified date.)

5.5 The Secretary of State may by notice in writing terminate this Agreement with effect from a specified date in the event that:

a) the Company has not, by the date specified in clause 5.3(c), responded to the Termination Warning Notice either confirming that it accepts and agrees to undertake the Specified Remedial Measures or providing its representations with regard to the Specified Remedial Measures; or

b) the Company has not carried out the Specified Remedial Measures and/or Further Remedial Measures within the specified timeframes;

provided that having considered any representations made by the Academy Trust pursuant to clause 5.3(c), the Secretary of State remains satisfied that it is appropriate to terminate the Agreement.

Notice of Intention to Terminate

5.6 The Secretary of State may at any time give written notice of his intention to terminate this Agreement where the Chief Inspector gives notice to the Company in accordance with section 13(3) of the Education Act 2005 stating that in the Chief Inspector's opinion –

(a) special measures are required to be taken in relation to the

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Academy; or

(b) the Academy requires significant improvement.

5.7 Any notice issued by the Secretary of State in accordance with clause 5.6 shall invite the Company to respond with any representations within a specified timeframe.

5.8 Where the Secretary of State has given notice of his intention to terminate this Agreement in accordance with clauses 5.6 and 5.7 and –

(a) he has not received any representations from the Company within the timeframe specified in clause 5.7; or

(b) having considered the representations made by the Company pursuant to clause 5.7, the Secretary of State remains satisfied that it is appropriate to terminate this Agreement

he may by notice in writing terminate this Agreement with effect from a specified date.

Termination with Immediate Effect

5.9 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, he may terminate this Agreement by notice in writing to the Company such termination to take effect on the date of the notice.

Notice of Intention to Terminate by Company

5.10 The Secretary of State shall, at a date preceding the start of each Academy Financial Year, provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following Academy Financial Year (the "**Indicative Funding**"). If the Company is of the opinion that, after receipt of

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the Indicative Funding for the next following Academy Financial Year (the "**Critical Year**") and of the taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 73 of the Master Agreement and such other funds as are and likely to be available to the Academy from other academies operated by the Company ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current Academy Financial Year.

5.11 Any notice given by the Company under clause 5.10 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 5.10 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

5.11.1.the grounds upon which the Company's opinion is based and include the evidence of those grounds and any professional accounting advice the Company has received and including a detailed statement of steps which the Company proposes to take with a view to ensuring that as soon as reasonably practicable the costs of running the Academy are reduced sufficiently to ensure that such costs are less than the Indicative Funding and All Other Resources and the period of time within which such steps will be taken; and

5.11.2.the shortfall in the Critical Year between the Indicative Funding and All Other Resources expected to be available to the Company to run the Academy and the projected expenditure on the Academy; and

5.11.3.a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").

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5.12 Both parties undertake to use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and undertake to use their best endeavours to agree a practical solution to the problem.

5.13 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy during the Critical Year on the basis of the Indicative Funding and All Other Resources would cause the Company to become insolvent, then that question shall be referred to an independent expert (the "**Expert**") for resolution. The Expert's determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in funding (the "**Shortfall**"). The Expert shall be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert's fees shall be borne equally between the parties.

5.14 The Expert shall be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist's fees shall be borne equally between the parties.

5.15 If the Expert determines that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent, and the Secretary of

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State shall not have agreed to provide sufficient additional funding to cover the Shortfall, then the Company shall be entitled to terminate this Agreement, by notice expiring on 31 August prior to the Critical Year. Any such notice shall be given within 21 days after (a) the Expert's determination shall have been given to the parties or (b), if later, the Secretary of State shall have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

6 EFFECT OF TERMINATION

6.1 In the event of termination of this Agreement however occurring, the school shall cease to be an Academy within the meaning of Sections 1 and 1A of the Academies Act 2010.

6.2 Subject to clauses 6.3 and 6.4, if the Secretary of State terminates this Agreement pursuant to clause 5.1 of this Agreement, the Secretary of State shall indemnify the Company. If the Secretary of State terminates this Agreement otherwise than pursuant to clause 5.1 of this Agreement, the Secretary of State may in his absolute discretion indemnify or (to such extent if any as he may in his absolute discretion consider appropriate) compensate the Company.

6.3 The amount of any such indemnity or compensation shall be determined by the Secretary of State having regard to any representations made to him by the Company, and shall be paid at such times and in such manner as the Secretary of State may reasonably think fit.

6.4 The categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall (where the Secretary of State terminates this Agreement pursuant to clause 5.1) indemnify the Company and may (where the Secretary of State terminates this Agreement otherwise than pursuant to clause 5.1) in his absolute discretion indemnify or compensate the Company include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts,

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expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.

6.5 Subject to clause 6.6, on the termination of this Agreement however occurring, the Company shall in respect of any of its capital assets at the date of termination:

(a) promptly transfer a proportion of the assets to a person nominated by the Secretary of State, if the Secretary of State considers that all or some of those assets need to be used for any educational purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or at a later date; or

(b) if the Secretary of State confirms that a transfer under clause 6.5(a) is not required, promptly repay to the Secretary of State a sum equivalent to the percentage of the value of the assets at the date of termination, or, by agreement with the Secretary of State, at the date of subsequent disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later.

6.6 The Secretary of State may waive in whole or in part the repayment due under clause 6.5(b) if:

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

b) the Secretary of State directs all or part of the repayment to be paid to the LA.

6.7 The sale or disposal by other means of publicly funded land held for the purposes of an Academy is now governed by Part 3 of Schedule 1 to the Academies Act 2010.

LAND

Restrictions on Land transfer

6A Recognising that they are or will be receiving publicly funded land at nil consideration (which for the purposes of this transaction shall include leases granted at a peppercorn rent) the Company:

a) shall, within 28 days from the transfer to it of the Land, apply to the Land Registry for a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003) in the following terms:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT

b) shall take any further steps required to ensure that the restriction referred to in clause 6A(a) is entered on the proprietorship register,

c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 6A(a) as soon as practicable after it receives notification from the Land Registry,

d) in the event that it has not registered the restriction referred to in clause 6A(a), hereby consents to the entering of the restriction referred to in 6A(a) in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002),

e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a restriction entered

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in accordance with clause 6A(a) or 6A(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

7 **ANNEX**

7.1 The Annex to this Agreement forms part of and is incorporated into this Agreement.

8 **THE MASTER AGREEMENT**

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

8.2 NOT USED

9 **GENERAL**

9.1 This Agreement shall not be assignable by the Company.

9.2 No delay, neglect or forbearance on the part of the Secretary of State in enforcing (in whole or in part) any provision of this Agreement or in exercising (in whole or in part) any right or remedy conferred on him by this Agreement shall be or be deemed to be a waiver of such provision or right or remedy or a waiver of any other provision or right or remedy or shall in any way prejudice any right or remedy of the Secretary of State under this Agreement or shall amount to an election not to enforce such provision or exercise such right or remedy (including, for the avoidance of doubt, any right to terminate this Agreement). No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9.3 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

9.4 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but

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all the counterparts shall together constitute the one agreement.

9.5 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.6 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 agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement was executed as a Deed on 8th April 2014
2014

Executed on behalf of University Engineering Academy South Bank by:




Director
KAREN FOWLER



Director/Secretary
S.M.R. BHAMIDIMARRI

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:



Duly Authorised

Annex 1

**REQUIREMENTS FOR THE ADMISSION OF PUPILS TO
THE UNIVERSITY ENGINEERING ACADEMY SOUTH BANK**

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Company.

2. Except as provided in paragraphs 2A to 2B below the Company will act in accordance with, and will ensure that an Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code, and the School Admission Appeals Code published by the Department for Education ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or legislation to "admission authorities" shall be deemed to be references to the Directors of the Company.

2A The Company is permitted to determine admission arrangements (subject to consultation in accordance with the School Admissions Code) that give priority for admission (but not above looked after children and previously looked after children¹) to other children attracting the pupil premium, including the service premium ('the pupil premium admission criterion'). Where a Company exercises this freedom it will provide information in its admission arrangements of eligibility for the premiums.

2B 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:

- any personal details about their financial status; or
- whether parents are serving in the armed forces (of any nation), stationed in England, and exercising parental care and responsibility for the child in question.

¹ As defined in the School Admissions Code.

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3. Notwithstanding the generality of paragraph 2 of this Annex, the Company will participate in the co-ordinated admission arrangements operated by the Local Authority (LA) and the local Fair Access Protocol.

4. Notwithstanding any provision in this Annex, the Secretary of State may:

(a) direct the Company to admit a named pupil to the University Engineering Academy South Bank on application from an LA. This will include complying with a School Attendance Order². Before doing so the Secretary of State will consult the Company;

(b) direct the Company to admit a named pupil to the University Engineering Academy South Bank if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes;

(c) direct the Company to amend its admission arrangements where they fail to comply with the School Admissions Code or the School Admission Appeals Code.

5. The Company shall ensure that parents and 'relevant children'³ will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

² Local authorities are able to issue school attendance orders if a child is not attending school. These are legally binding upon parents. Such an order might, for instance, be appropriate where a child has a place at an Academy but his/her parents are refusing to send him/her to school. The order will require a parent to ensure his/her child attends a specified school.

³ 'relevant children' means:

a) in the case of appeals for entry to a sixth form, the child, and;

b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

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Relevant Area

6. Subject to paragraph 7, the meaning of "Relevant Area" for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

7. If the Company does not consider the relevant area determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August 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 Company and the LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.

9. The Company will:

- a. subject to its right of appeal to the Secretary of State in relation to a named pupil, admit all pupils with a statement of special educational needs naming the Academy;
- b. determine admission oversubscription criteria for the Academy that give highest priority to looked after children and previously looked after children, in accordance with the relevant provisions of the School Admissions Code.

Oversubscription criteria, admission number, consultation, determination and objections.

10. The Academy admission arrangements will include oversubscription criteria, and an admission number for each relevant age group⁴. The Company will consult on the Academy's admission arrangements and determine them in line with the requirements within the School Admissions Code.

⁴ 'Relevant age group' means 'normal point of admission to the school, for example, year R, Year7 and Year 12.

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11. The Office of the School's Adjudicator (OSA) will consider objections to the Academy's admission arrangements⁵. The Company should therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the OSA.

12. A determination of an objection by the OSA will be binding upon the Academy and the Company will make appropriate changes as quickly as possible.

⁵ The OSA has no jurisdiction to consider objections against the agreed variation from the Codes set out in paragraphs 2A and 2B.



Department
for Education

UTC/Studio School: supplemental funding agreement

September 2015

Contents

SUMMARY SHEET	4
Information about the Academy:	4
1. ESTABLISHING THE ACADEMY	5
Definitions and interpretation	5
The Academy	6
2. RUNNING OF THE ACADEMY	6
Teachers and staff	6
Pupils	6
Safeguarding	7
Charging	7
Admissions	7
Curriculum	10
3. GRANT FUNDING	11
Calculation of GAG	11
Other relevant funding	13
4. LAND	14
<i>Version 4: new leasehold site provided by EFA without a legal charge</i>	14
5. TERMINATION	18
Termination by either party	18
Termination Warning Notice	18
Termination by the Secretary of State after inspection	19
Termination by the Secretary of State	20
Funding and admission during notice period	22

Notice of intention to terminate by Academy Trust	22
Effect of termination	24
6. OTHER CONTRACTUAL ARRANGEMENTS	25
Annexes	26
The Master Agreement	26
General	26
ANNEXES	28
7. PUPILS WITH SPECIAL EDUCATION NEEDS (SEN) AND DISABILITIES	28
8. ADMISSION OF PUPILS WITH SEN AND DISABILITIES	28

SUMMARY SHEET

Information about the Academy:

Name of Academy Trust	South Bank Academies
Company number	08589525
Date of Master Funding Agreement	8th April 2014 as amended and restated by a deed of variation dated 2016
Name of academy	South Bank Engineering UTC
Opening date	01/09/16
Capacity number	600
Age range	14-19
Number of sixth form places	300
Land arrangements (Version 1-4 or other)	Version 4: new leasehold site provided by EFA without a legal charge
Address and title number of Land	Brixton Centre, Brixton Hill, London, SW2 1QS, being part of the land registered with title number TGL148516

1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and South Bank Academies is supplemental to the master funding agreement made between the same parties and dated 8th April 2014 as amended and restated by a deed of variation dated 2016 (the “**Master Agreement**”)

Definitions and interpretation

1.B Except as expressly provided in this Agreement words and expressions defined in the Master Agreement will have those same meanings in this Agreement.

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

“The **Academy**” means the South Bank Engineering UTC.

“**Coasting**” has the meaning given in regulations made under section 60B of the Education and Inspections Act 2006.

“**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.

“**Start-Up Period**” means up to 6 Academy Financial Years and covers the period up to the first Academy Financial Year in which it is planned that the Academy will be at full capacity.

“**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.D The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament.

- 1.E Reference in this Agreement to clauses and annexes will, unless otherwise stated, be to clauses and annexes to this Agreement.

The Academy

- 1.F The Academy is a University Technical College as defined in clause 1.4 of the Master Agreement.
- 1.G The Academy Trust will establish and maintain the Academy in accordance with the Master Agreement and this Agreement.
- 1.H The Academy Trust will open the Academy on 01/09/16.
- 1.I The Academy Trust must ensure that so far as is reasonably practicable and consistent with clause 2.X of this Agreement and the Equality Act 2010, the policies and practices adopted by the Academy (in particular regarding curriculum, uniform and school food) enable pupils of all faiths and none to play a full part in the life of the Academy, and do not disadvantage pupils or parents of any faith or none. For the avoidance of doubt, this requirement applies irrespective of the proportion of pupils of any faiths or none currently attending or predicted to join the school.

2. RUNNING OF THE ACADEMY

Teachers and staff

- 2.A Subject to clause 2.4 of the Master Agreement, 7.A of this Agreement and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment.
- 2.A.1 Not used.

Pupils

- 2.B The planned capacity of the Academy is 600 in the age range 14-19, including

a sixth form of 300 places. The Academy will be an all ability inclusive school

2.B.1 The Academy Trust must ensure that the Academy meets the needs of individual pupils, including pupils with SEN and disabilities, both those with and without statements of SEN.

Safeguarding

2.C The Academy Trust will abide by the requirements of and have regard to any Guidance on:

- a) safeguarding, in particular that contained in the guidance document entitled "Safeguarding Children and Safer Recruitment in Education" as amended from time to time; and
- b) the employment and work placement/work experience opportunities for pupils, in particular that contained in the document named "Guidance on the Employment of Children" as amended from time to time.

2.D The Academy Trust will take appropriate steps to ensure that any work placement/work experience opportunities for pupils are suitable, so as to safeguard the health, safety and welfare of pupils whilst employed or on work placement/work experience either on or off the school premises.

Charging

2.E Not used.

Admissions

2.F Subject to clauses 2.K– 2.L 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.G Not used.

- 2.H 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 unless it opts out of doing so in any admissions year by notifying the LA in writing no later than the date of determining its admissions policy for the Academy.
- 2.I 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.J Where the Academy Trust applies the pupil premium admission criterion, it must provide information in its admission arrangements about eligibility for the premiums.
- 2.K 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.L The Secretary of State may:
- a) direct the Academy Trust to admit a named pupil to the Academy:
 - i. following an application from an LA including complying with a school attendance order as defined in section 437 of the Education Act 1996. Before doing so the Secretary of State will consult the Academy Trust; or

- ii. where in relation to a specific child or children the Academy Trust has failed to act in accordance with the Codes or this Agreement or has otherwise acted unlawfully; or
 - 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.M Not used.
- 2.N Not used.
- 2.O Not used.
- 2.P 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.Q Subject to clause 2.R, 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.R 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.S 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.K, 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.

2.T Not used.

Curriculum

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

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

2. V.1 The Academy Trust must ensure that the curriculum provided to pupils up to the age of 16 is balanced and broadly based, includes English, mathematics and science, and includes provision for technical education with an emphasis on engineering for health and building sectors.

2.W Not used.

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

- a) provision must be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998;

b) the Academy must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community, foundation or voluntary school which does not have a religious character, except that paragraph 4 of that Schedule does not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 3(2) of that Schedule.

2.Y Not used.

2.Z 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.AA 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.

3. **GRANT FUNDING**

Calculation of GAG

3.A Subject to clause 3.C, the basis of the pupil number count for the purposes of determining GAG for an Academy Financial Year will be the Academy Trust's most recent estimate provided in accordance with clause 3.B.

3.B The Secretary of State will, in advance of each Academy Financial Year for the Academy, request that the Academy Trust provides an estimate of the number of pupils on roll in the following September for the purposes of determining GAG for an Academy Financial Year. The Academy Trust must

provide the requested estimate to the Secretary of State as soon as reasonably practicable.

- 3.C In the Academy Financial Year which is 8 Academy Financial Years after the Academy opening date, the basis of the pupil number count for the purpose of determining GAG will no longer be the estimate provided in accordance with clause 3.B, but in that and all following Academy Financial Years will be determined in accordance with clause 3.F.
- 3.D For any Academy Financial Year in which GAG for the Academy has been calculated in accordance with clauses 3.A and 3.B, an adjustment may be made to the following Academy Financial Year's formula funding element of GAG for the Academy to recognise any variation from that estimate. The Secretary of State may for this purpose use the Census for the relevant month (determined at the Secretary of State's discretion) for the Academy Financial Year in question as a means of determining pupil numbers. The additional or clawed-back grant will be only the amount relevant to the number of pupils above or below that estimate.
- 3.E Not used.
- 3.F In the 8th Academy Financial Year after the Academy opening date and all following Academy Financial Years, 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.G 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.B. 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.H The Secretary of State may pay a further element of GAG to the Academy Trust during the Start-Up Period 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.I The Secretary of State recognises that if a Termination Notice or a Termination Warning Notice is served, or the Master Agreement is otherwise terminated, the intake of new pupils during the notice period may decline and therefore payments based on the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

Other relevant funding

3.J Not used.

3.K Not used.

Carrying forward of funds

3.L Any additional grant made in accordance with clause 3.I, for a period after the Secretary of State has served a Termination Notice or a Termination Warning Notice under this Agreement, or otherwise terminates the Master Agreement,

may be carried forward without limitation or deduction until the circumstances set out in clause 3.1 cease to apply or the Academy closes.

4. **LAND**

Version 4: new leasehold site provided by EFA without a legal charge

“Land” means the land at Brixton Centre, Brixton Hill, London, SW2 1QS, being part of the land registered with title number TGL148516 and demised by the Lease.

“Lease” means the lease or other occupational agreement between the Academy Trust and a third party (the **“Landlord”**) under which the Academy Trust derives title to the Land.

“License” means the license or other occupational agreement under which the Academy Trust occupies the Temporary Site.

“Property Notice” means any order, notice, proposal, demand or other requirement issued by any competent authority (including the Landlord) which materially affects the Academy Trust’s ability to use the Land or the Temporary Site for the purposes of the Academy.

“Temporary Site” means a proportion of the land at Brixton Centre, Brixton Hill, London, SW2 1QS upon which the Academy will be situated on a temporary basis.

Restrictions on Land transfer

4.A The Academy Trust must:

- a) within 28 days of the signing of this Agreement in circumstances where the Land is transferred to the Academy Trust prior to the date of this Agreement, or otherwise within 28 days of the transfer of the Land to the Academy Trust, apply to the Land Registry using Form RX1 for the following restriction (the **“Restriction”**) to be entered in the proprietorship register for the Land:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by

the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT;

- b) take any further steps required to ensure that the Restriction is entered on the proprietorship register;
- c) promptly confirm to the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, allow the Secretary of State to do so in its place; and
- e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or remove the Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

Obligations of the Academy Trust

- 4.B The Academy Trust must comply with the Lease and the License and promptly enforce its rights against the Landlord.
- 4.C The Academy Trust must not, without the Secretary of State's consent:
- a) terminate, renew, vary, surrender, dispose of or agree any revised rent under the Lease or License; or
 - b) grant any consent or licence; or
 - c) create or allow any encumbrance; or
 - d) part with or share possession or occupation; or
 - e) enter into any onerous or restrictive obligations,
- in respect of all or part of the Land or the Temporary Site.
- 4.D The Academy Trust must obtain the Secretary of State's consent before taking any action, including the service of any notice or waiver of any

condition, under any contract relating to the acquisition of the Land or the Temporary Site.

- 4.E If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Lease or the License, the Academy Trust must immediately give written notice to the Secretary of State stating what the breach is and what action the Academy Trust has taken or proposes to take to remedy it, including timescales where appropriate.
- 4.F After notifying the Secretary of State under clause 4.E, the Academy Trust must:
- a) promptly give the Secretary of State all the information he asks for about the breach;
 - b) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to remedy or prevent the breach, and
 - c) use its best endeavours to help the Secretary of State to remedy or prevent the breach.
- 4.G If the Academy Trust has not entered into the Lease by 31st March 2019 the Secretary of State may serve a Termination Notice.
- 4.G (i) If the Academy Trust has not entered into the License by 30th June 2016, the Secretary of State may serve a Termination Notice.

Property Notices

- 4.H If the Academy Trust receives a Property Notice, it must:
- a) send a copy of it to the Secretary of State within 14 days, stating how the Academy Trust intends to respond to it;
 - b) promptly give the Secretary of State all the information he asks for about it;
 - c) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to comply with it, and

- d) use its best endeavours to help the Secretary of State in connection with it.

Obligation to Surrender

- 4.I In consideration of the Secretary of State granting a leasehold interest in the Land to the Academy Trust at nil consideration, the Academy Trust hereby agrees to surrender the Lease on the termination of this Agreement for whatever cause.

Option Notice

- 4.J Not used

Land not used for the purposes of the academy

- 4.K If the Academy Trust cannot use all or part of the Land as the permanent site of the Academy but the Secretary of State agrees not to terminate this Agreement on that basis, the Secretary of State may notify the Academy Trust that he intends to transfer the Land for nil consideration to himself or his nominee.

Sharing the Land

- 4.L If:
 - a) the Academy does not reach its planned capacity, as stated in clause 2.B, within 6 Academy Financial Years; or
 - b) the Academy Trust or the Secretary of State serves notice to terminate this Agreement under clause 5.A; or
 - c) the Secretary of State considers that not all the Land is needed for the operation of the Academy at planned capacity,

the Academy Trust must share occupation of the Land with such other Academy as the Secretary of State considers appropriate and enter into any legal arrangements which the Secretary of State requires for this purpose.

5. TERMINATION

Termination by either party

5.A 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

5.B 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 the Master 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 due to breakdown of discipline; or
- e) the Academy has not improved sufficiently following the service of a Coasting Notice.

5.B.1 The Secretary of State will serve a Coasting Notice where the Academy is found to be coasting. A Coasting Notice will specify:

- a) that the Academy Trust must submit a plan to the Secretary of State setting out the actions to be taken to improve the school sufficiently; and
- b) the date by which the plan must be submitted.

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

- a) the action the Academy Trust must take;

- b) the date by which the action must be completed; and
- c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action.

5.D 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.

5.E If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 5.C(c), or has not completed the action required in the Termination Warning Notice as specified under clauses 5.C(a) and (b) (and any further action specified under clause 5.D) he may serve a Termination Notice.

Termination by the Secretary of State after inspection

5.F 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.

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

5.G.1 Not used.

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

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

he may serve a Termination Notice.

5.I Not used.

Termination by the Secretary of State

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

5.K If on or after 31 March 2016 or at any time thereafter but before the Academy opens, the total number of prospective pupils who have accepted offers of places to attend the Academy in September 2016 is less than either (i) ~~60~~ 40 Year 10 or (ii) ~~60~~ 80 Year 12 pupils, the Secretary of State may:

- a) require the Academy Trust not to open the Academy until both 60 prospective Year 10 pupils and 60 prospective Year 12 pupils have accepted offers of places to attend the Academy; or
- b) serve a Termination Notice.

5.L If at any time after the Academy has opened, the Secretary of State considers that the Academy is not financially viable because of low pupil numbers, then he may:

- a) serve a Termination Warning Notice; or
- b) serve a Termination Notice.

5.M If both parties agree that the Academy is not financially viable because of low pupil numbers, they may jointly terminate this Agreement after agreeing the precise terms of termination.

5.N Not used.

5.N. (i) If full planning permission (including where relevant listed building consent) in respect of the Temporary Site has not been obtained by 30th June 2016, the Secretary of State may serve a Termination Notice.

5.O If at any time before the Academy opening date, the Secretary of State considers that:

- a) the Academy would, on opening, provide an unacceptably low standard of education; or
- b) the safety of pupils or staff at the Academy would, on opening, be threatened; or
- c) the staff employed at the Academy are unsuitable; or
- d) there is a serious breakdown in the way the Academy Trust is being managed or governed; or
- e) the buildings and other structures on the Land are unsuitable or the Academy Trust has not obtained Building Regulations approval,

he may either:

- A. require the Academy Trust:
 - i. not to open the Academy; or
 - ii. not to admit pupils of a particular age range, to be determined by the Secretary of State; or
 - iii. not to use any building or other structure on the Land,

until each relevant matter in paragraphs (a) to (e) above has been resolved to the Secretary of State's satisfaction; or

- B. serve a Termination Notice.

Funding and admission during notice period

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

Notice of intention to terminate by Academy Trust

- 5.R The Secretary of State will, before the start of each Academy Financial Year, provide the Academy Trust with a final funding allocation indicating the level of GAG and EAG to be provided in the next Academy Financial Year (the **"Funding Allocation"**).
- 5.S If the Academy Trust is of the opinion that, after receipt of the Funding Allocation for the next Academy Financial Year (the **"Critical Year"**) and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust (**"All Other Resources"**), it is likely that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent (and for this reason only) then the Academy Trust may give written notice of its intention to terminate this Agreement at the end of the Critical Year.
- 5.T Any notice given by the Academy Trust under clause 5.S must be provided to the Secretary of State within six weeks of the Secretary of State issuing the Funding Allocation. The notice given by the Academy Trust under clause 5.S must specify:
- a) the grounds upon which the Academy Trust's opinion is based, including:

- i. evidence of those grounds;
 - ii. any professional accounting advice the Academy Trust has received;
 - iii. a detailed statement of steps which the Academy Trust proposes to take to ensure that the running costs of the Academy are reduced such that costs are less than the Funding Allocation and All Other Resources, and the period of time within which such steps will be taken; and
- b) the shortfall in the Critical Year between the Funding Allocation and All Other Resources expected to be available to the Academy Trust to run the Academy and the projected expenditure on the Academy; and
- c) a detailed budget of income and expenditure for the Academy during the Critical Year (the “**Projected Budget**”).

5.U Both parties will use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and use their best endeavours to agree a practical solution to the problem.

5.V If no agreement is reached by 30 April (or another date if agreed between the parties) as to whether the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, then that question will be referred to an independent expert (the “**Expert**”) for resolution. The Expert’s determination will be final and binding on both parties. The Expert will be requested to specify in his determination the amount of the shortfall in funding (the “**Shortfall**”).

5.W The Expert will be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert will be appointed by the

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

- 5.X The Expert will be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist will be appointed by the Chairman of the Specialist Schools and Academies Trust (or any successor or equivalent body). The educational specialist's fees will be borne equally between the parties.
- 5.Y If the Expert determines that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, and the Secretary of State will not have agreed to provide sufficient additional funding to cover the Shortfall, then the Academy Trust will be entitled to terminate this Agreement, by notice expiring on 31 August of the Critical Year. Any such notice will be given within 21 days after (a) the Expert's determination will have been given to the parties or (b), if later, the Secretary of State will have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

Effect of termination

- 5.Z If this Agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 1 and 1A of the Academies Act 2010.
- 5.AA Subject to clauses 5.BB and 5.CC, if the Secretary of State terminates this Agreement under clause 5.A, he will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 5.A, he may at his discretion indemnify or compensate the Academy Trust.
- 5.BB 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.

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

- a) staff compensation and redundancy payments;
- 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.

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

- a) transfer a proportion of those capital assets, equal to the proportion of the original financial contribution made by HM Government, to a nominee of the Secretary of State to use for educational purposes; or
- b) if the Secretary of State directs that a transfer under clause 5.DD(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.

5.EE The Secretary of State may:

- a) Waive all or part of the repayment due under sub-clause 5.DD(b) if the Academy Trust obtains his permission to invest the sale proceeds for its charitable purposes; or
- b) direct the Academy Trust to pay all or part of the sale proceeds to the relevant LA.

6. OTHER CONTRACTUAL ARRANGEMENTS

Annexes

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

The Master Agreement

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

General

- 6.C The Academy Trust cannot assign this Agreement.
- 6.D Failure to exercise, or a delay in exercising, any right or remedy of the Secretary of State under this Agreement (including the right to terminate this Agreement), or a single or partial exercise of such a right or remedy, is not a waiver of, and does not prevent or restrict any initial or further exercise of, that or any other right or remedy.
- 6.E Termination of this Agreement will not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 6.F This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all of which will together constitute the same agreement.
- 6.G This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and submitted to the exclusive jurisdiction of the courts of England and Wales.
- 6.H Not used.

This Agreement was executed as a Deed on 14 March 2016

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


.....

and


.....
Director

Director

~~or~~

~~.....
Company Secretary~~

~~or~~

~~.....
Witness~~

~~Name:~~

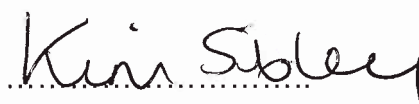
~~Address:~~

The Corporate Seal of

THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:




.....

Duly Authorised

ANNEXES

7. PUPILS WITH SPECIAL EDUCATION 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.

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

7.B Not used.

7.C Not used.

7.D Not used.

8. ADMISSION OF PUPILS WITH SEN AND DISABILITIES

8.A The Academy Trust must for each of its Academies, subject to its right of appeal to the Secretary of State, admit all pupils with a statement of SEN naming the Academy.

8.B Where an LA proposes to name one of the Academies in a statement of SEN, it must give the Academy Trust written notice of this, stating why it considers that 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.

- 8.C 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.
- 8.D 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.
- 8.E 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.
- 8.F If a parent of a child for whom the LA maintains a statement appeals to the First-tier Tribunal (Special Educational Needs and Disability), 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.
- 8.G Where it has been finally determined that the Academy be named in a child's statement of SEN, the Academy Trust must admit the child to the Academy, notwithstanding any other admissions requirements in this Agreement.

8.H Clauses 8.A to 8.G 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.



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