Annex - Haberdashers' Aske's Knights Academy

Exemptions in full
Annex 9 – in redacted in full – Section 43
Annex 10 - A- C redacted in full – Section 43

Other Clauses
2. Annex 10 D – Section 21 – Plans Available from Local Authority Planning Department.

Factors for disclosure of Annex 9 and 10 A-C | Factors for withholding
---|---
- further the understanding of and increase participation in the public debate of issues concerning Academies  
- to ensure transparency in the accountability of public funds  
| - DfES' commercial interests would be prejudiced -  
| - To reveal financial relationships between the SoS and the Academy Trust and others would prejudice ADs ability to obtain maximum VFM in future agreements.

Reasons why public interest favours withholding information

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

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FUNDING AGREEMENT

INTRODUCTION

1) This Agreement is made under section 482 of the Education Act 1996, as substituted by the Education Act 2002, between the Secretary of State for Education and Skills and the Haberdashers’ Aske’s Hatcham College Trust, hereafter "the Academy Trust".

2) The Academy Trust is a charitable company incorporated in England and Wales, limited by guarantee with Registered Charity No. 1001489, the "Company".

3) The following expressions used in this Agreement have the respective meanings assigned to them by the numbered clauses of this Agreement referred to immediately after the reference to the expressions -

a) "Academy" - clause 7;
b) "Academy Trust" - clause 1;
c) Accounting Officer" - clause 69;
d) "admission arrangements" - clause 3 of Annex 2;
e) "annual letter of funding" - clause 63;
f) "capital expenditure" - clause 38;
g) "capital grant" - clause 38;
h) "Company" - clause 2;
i) "EAG" - clauses 60-61;
j) "Federation" - clause 10;
k) "Financial Handbook" - clause 70 and Annex 12;
l) "financial year" - clause 64;
m) "GAG" - clauses 52-59;
n) "Governing Body" - clause 10;
o) "implementation grant" - clauses 47-51;
p) "Memorandum and Articles" - Annex 1;
q) "recurrent expenditure" - clause 37;
r) "School Development Plan" - clause 14;
s) "start up period" - clause 57a;
following words and expressions shall have the following meanings:—

"LEA" means local education authority;

"Chief Executive" means the Chief Executive of the Academy Trust.

"Principal" means the Principal of the Academy

references to "school" shall where the context so admits be references to the Academy.

"Agreement" means this agreement and its Annexes and a reference in the Agreement to a numbered clause or Annex is a reference to the clause or Annex of this Agreement bearing that number.

5) Questions arising on the interpretation of the arrangements in this funding agreement shall be resolved by the Secretary of State after consultation with the Academy.

6) Section 482 (1) of the Education Act 1996 as substituted states that —

"(1) The Secretary of State may enter into an agreement with any person under which —

(a) that person undertakes to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England with the characteristics mentioned in subsection (2), and such other characteristics as are specified in the agreement, and

(b) the Secretary of State agrees to make payments to that person in consideration of those undertakings."

LEGAL AGREEMENT

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

CHARACTERISTICS OF AN ACADEMY

8) The characteristics of an Academy set down in section 482 (2) of the Education Act 1996 as substituted by the Education Act 2002, are that the school:

a) has a broad curriculum with an emphasis on a particular subject area, or particular subject areas, specified in the agreement, and

b) provides education for pupils of different abilities and who are wholly or mainly drawn from the area in which the school is situated.

CONDITIONS OF GRANT
General

9) Section 482(4) of the Education Act 1996 provides for the agreement to specify other conditions and requirements. These conditions in respect of the Academy are that:

a. the school will be at the heart of its community, sharing facilities with other schools and the wider community;

b. there will be assessment in the core subjects of the national curriculum at Key Stage 3, and the opportunity to study for external qualifications as defined by section 96 of the Learning and Skills Act 2000;

c. the admissions policy and arrangements for the school will be consistent with admissions law, and the DfES Codes of Practice, for maintained schools;

d. teachers will be required to have qualified teacher status; levels of pay and conditions of service for all employees will be the responsibility of the Governing Body;

e. there will be an emphasis on the needs of the individual pupils including pupils with special educational needs (SEN) both those with and without statements of SEN;

f. 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.

Governance

10) The Academy will be part of a federation, with Haberdashers' Aske's Hatcham College. The Federation will be governed by a Federation Governing Body ("the Governing Body") whose members are the directors of the Company constituted under the Memorandum and Articles of the Company. The Governing Body shall exercise its powers and functions with a view to fulfilling a largely strategic role in the running of the school and shall consider any advice given by the Chief Executive. The Governing Body may exercise its powers and fulfil its functions through its servants or agents.

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

Conduct

12) The Academy shall be conducted in accordance with:

a. the Memorandum and Articles of the Company (to be adopted by the Company prior to the opening of the Academy in the form attached at Annex 1), which Memorandum and Articles shall not be amended by the Academy Trust without the explicit consent of the Secretary of State, such consent not to be unreasonably withheld;

b. all provisions by or under statute which confer rights or impose obligations on Academies (main current provisions are set out for reference only in Annex 14 to this agreement);

c. the terms of this Agreement.
13) The Academy shall have due regard to the need to promote equality of opportunity between all people, and to eliminate race discrimination and promote good race relations.

**Academy Development Plan**

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

a. set out plans for ensuring that all pupils are supported to reach the highest standards of which they are capable;

b. describe the Academy’s proposals to work with other schools and with the wider community.

**Students**

15) The Academy will be an all ability and inclusive school. The arrangements for:

a. the admission of students to the Academy;

b. the admission of and support for students with Special Educational Needs and with disabilities (for students who have and who do not have statements of Special Educational Needs) (including the appointment of a responsible person); and for

c. student discipline, including the use of fixed term and permanent exclusions

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

**Teachers and other staff**

16) The Academy Trust shall employ as teachers persons who are qualified teachers within the meaning of the Education (School Teachers' Qualifications) (England) Regulations 2003 [as amended from time to time] It shall be open to the Academy to employ persons (otherwise than as teachers) with other qualifications and experience.

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

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

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

a. staffing structure and staff remuneration

b. staff discipline and performance management.
20) The operation of such procedures shall be as set out in Annexes 6 and 7 to this Agreement and shall include details of arrangements for suspensions and the ending of suspensions, determination of dismissal and early retirements.

**Curriculum, curriculum development and delivery and collective worship**

21) The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced with a Sports specialism. The core subjects of the National Curriculum must be taught to all pupils in years 7 – 11, but may be disapplied in certain circumstances in line with DfES guidance to maintained schools.

22) Provisions relating to the curriculum of the Academy, its assessment, development and delivery are set out in the Appendix to this Funding Agreement.

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

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

25) The Academy shall have regard to any guidance issued by the Secretary of State on Sex and Relationship Education to ensure that children are protected from inappropriate teaching materials and they learn the nature of marriage and its importance for family life and for bringing up children.

**Assessment**

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

27) The Academy may not offer courses which lead to external qualifications, as defined in section 96 of the Learning and Skills Act 2000, unless they are either approved under section 98 of that Act, or, in respect of individual pupils, groups of pupils or all pupils in key stage 4, the Secretary of State gives specific consent for such courses to be offered.

**Performance Indicators and target setting**

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

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

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

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

School meals

31) The Academy shall, if requested to do so by or on behalf of any pupils at the Academy provide school lunches for those pupils unless it would be unreasonable for them to do so. Subject to the provisions of clause 33 charges may be levied for lunches.

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

Charging

33) Sections 402 (Obligation to enter pupils for public examinations), 450 - 457 (charges), 459 (regulations about information about charges and school hours) and 460 (voluntary contributions), 461 (recovery of sums as civil debt) - 462 (Interpretation re charges) of the Education Act 1996 shall be deemed to apply to the Academy with the following modifications:

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

Provision of Information to parents and others

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

b. details of the curriculum offered, of assessment arrangements and of the results of attainment tests and public examinations at school level, but this shall not include details of individual pupils’ attainment and examination results;

c. details of any religious affiliation of the school; policy on providing for children with SEN; arrangements for pupils with disabilities (as specified in Annex 3 to this agreement); pupil absence rates; and destination of school leavers; and

d. such other information as the Governing Body may determine.

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

GRANTS TO BE PAID BY THE SECRETARY OF STATE

General

36) The Secretary of State shall pay grants under this Agreement towards capital and recurrent expenditure. Except with the Secretary of State’s prior agreement, the Academy Trust shall not budget for expenditure in any year in excess of expected income. The Academy Trust shall not enter into commitments which are likely to have substantial implications for future levels of grant, or for the period for which grant may be required. No decision by the Trust shall commit the Secretary of State to paying any particular amount of grant.

37) “Recurrent expenditure” means any expenditure on the establishment, conduct, administration and maintenance of the Academy which does not fall within the categories of capital expenditure set out at clause 38. The Secretary of State shall pay two separate and distinct grants under the Agreement in respect of recurrent expenditure, once the Academy is open: General Annual Grant (GAG) and Earmarked Annual Grant (EAG).

CAPITAL GRANT

38) “Capital expenditure” means expenditure on:

   a. the acquisition of land and buildings;

   b. the erection, enlargement, improvement or demolition of any building including fixed plant, installation, wall, fence or other structure, or any playground or hard standing;

   c. the installation of electrical, mechanical or other services;

   d. the purchase of vehicles and other self-propelled mechanical equipment;

   e. the installation and equipping of premises with furnishings and equipment, other than necessary replacements, repairs and maintenance due to normal wear and tear;
f. the installation and equipping of premises with computers, networking for computers, operating software and information and communication technology equipment, other than necessary updates or necessary replacements, repairs and maintenance due to normal wear and tear;

g. the provision and equipping of premises, including playing fields and other facilities for social activities and physical recreation;

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 constituting capital expenditure in any grant letter relating to them;

j. such other items (whether of a like or dissimilar nature to any of the foregoing) of a substantial or enduring nature as the Secretary of State may agree shall constitute capital expenditure for the purposes of the Agreement;

k. all 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.

"Capital grant" means grant paid under the Agreement in respect of capital expenditure.

39) The Academy Trust has agreed with the Secretary of State the Capital Cost Spreadsheet attached as Annex 9 to the Agreement. The Capital Cost Spreadsheet shows the limit of the capital costs which the parties have agreed the Academy Trust may incur in order to establish the Academy. Annex 9 includes capital costs incurred prior to the execution of the Agreement and capital costs to be incurred after execution of the Agreement and before the Academy opens. The Academy opens on the first day that its pupils attend school at the Academy.

40) Annex 10A of the Agreement shows the capital expenditure incurred before execution of the Agreement. The Academy Trust has agreed with the Secretary of State the Capital Cash Flow Programme attached as Annex 10B to the Agreement which shows the projected cash flow of capital expenditure by the Academy Trust after execution of the Agreement.

41) Both parties recognise that as the project develops it may be necessary to revise costs in the Capital Cost Spreadsheet (Annex 9) and to move costs between spreadsheet elements in order to ensure that the project remains within its approved budget. Where the Academy Trust wishes to make such adjustments of over £10,000, it must submit the requested adjustment with the reasons for it to the Secretary of State for approval.

42) Where the Academy Trust foresees a significant change in the timing of capital expenditure, that is a change to the figures in Annex 10B of over £100,000, a revised Capital Cash Flow Programme must be submitted to the Secretary of State for approval. The Academy Trust must ensure that no pattern of spending is allowed to develop which cannot be contained within the approved capital expenditure limits. The Secretary of State must be informed immediately if any danger of any of the capital costs set out in Annex 9 being exceeded is foreseen so that steps can be
taken to rectify the situation and ensure that the project remains within its capital budget.

Capital Expenditure Necessary to Establish the Academy

43) The Secretary of State and the Academy Trust hereby agree that the Academy will be constructed/refurbished in accordance with the architect’s drawings and specification on materials set out at Annex 10D of the Agreement and that:

a. the amount of capital expenditure necessary to establish the Academy is £38,405,000 (thirty-eight million, four hundred and five thousand pounds) ("the Cash Limit"). The Cash Limit includes capital expenditure incurred for the purposes of or in connection with the establishment of the Academy prior to the date of this agreement as described in Annexes 9 and 10A;

b. the Secretary of State will bear £38,109,500 (thirty-eight million, one hundred and nine thousand and five hundred pounds) of the cash limit and the Academy Trust will bear £295,500 (two hundred and ninety five thousand and five hundred pounds) of the Cash Limit.

c. the arrangements (including timing) for payments for these costs are set out in clause 46 and Annex 10B of the Agreement. Payment by the Secretary of State will be dependent on his approval of the matters set out in Annex 11 to the Agreement;

d. if the costs finally incurred for the purposes set out in clause 43 (a) above are less than the cash limit, the costs borne by the Secretary of State shall be reduced accordingly ;

e. if at any stage it appears that the costs incurred for the purposes set out in clause 43(a) are likely to exceed the cash limit, the parties to the Agreement shall urgently consider how to reduce those costs, if necessary by amending the specification of the Academy;

f. if the costs incurred for the purposes set out in clause 43(a) exceed the cash limit these additional costs shall be the responsibility of the Secretary of State;

g. if the parties agree that additional capital expenditure to establish the Academy, other than that specified in clause 43(a) may be incurred such additional costs shall be borne by the Secretary of State. No such additional expenditure is to be incurred without prior agreement in writing between the parties.

Other Capital Expenditure

44) Any capital expenditure during the life of this Agreement beyond the cash limit referred to in clause 43a) on which grant payments are sought from the Secretary of State will require the specific agreement of the Secretary of State. Such consent shall not be unreasonably withheld. Such approved capital costs as are incurred will be borne by the Secretary of State.

Conditions on Capital Grant
45) Any payment of capital grant under the Agreement is subject to the fulfilment of the following conditions:

a. such grants are used to provide accommodation constructed and equipped to standards agreed by the Secretary of State as described in Annex 11, or to defray other expenditure approved by the Secretary of State;

b. the payment of such grants is subject to the Academy Trust certifying and providing evidence that all planning and other consents necessary for the development and all related infrastructure to be completed have been obtained or put in place.

Arrangements for Payment of Capital Grant

46) Capital grant will be paid monthly by the Secretary of State to the Academy Trust. Each month the Academy Trust must submit a claim for grant to the Secretary of State in the notified format with supporting invoices and certificates as requested by the Secretary of State from time to time. Capital grant will be paid within 21 days from the day on which a claim for grant is received if the claim is in the proper format, supported by the appropriate documentation and the conditions on its payment set out at clause 45 are complied with. If a dispute arises as to whether a grant claim is acceptable or not both parties undertake to attempt to resolve it in good faith.

Implementation Grant

47) The Secretary of State shall pay grant (known as "implementation grant") towards the establishment of the Academy. Implementation grant covers the recurrent expenditure that the parties agree is necessary to establish and open the Academy.

48) The Academy Trust shall prepare and submit to the Secretary of State for approval an Implementation Budget showing recurrent costs to be incurred before the Academy opens and for which grant is sought. The approved Implementation Budget is attached as Annex 10C(i) to the Agreement and shows the limits of the recurrent expenditure which the parties have agreed the Academy Trust is permitted to incur in order to establish the Academy. The parties have agreed the Implementation Cash Flow Programme attached as Annex 10C(ii) to the Agreement which shows the projected cash flow of recurrent expenditure by the Academy Trust after execution of this Agreement.

49) Both parties recognise that as the project develops it may be necessary to revise individual costs in the Implementation Budget and to move costs between budget headings in order to ensure that the project remains within its approved budget. Where the Academy Trust wishes to make such an adjustment of over £10,000, the reason for the change and a revised Implementation Budget must be submitted to the Secretary of State for approval.

Arrangements for Payment of Implementation Grant

50) The Secretary of State will pay implementation grant in accordance with the approved Implementation Budget. Payments will be made by monthly instalments. The Academy Trust shall submit to the Secretary of State by the 10th of each month a grant claim in a form specified by the Secretary of State. If the grant claim is acceptable the Secretary of State undertakes to pay the amount due by the 25th of
the month. If a dispute arises over whether a grant claim or part of it is acceptable, both parties undertake to attempt to resolve the dispute in good faith.

51) Any amount of approved implementation grant in respect of which the expenditure has not been incurred by the Academy Trust, by the date on which the Academy opens, will lapse and no implementation grant will be payable in respect of that part of the approved implementation budget. Any amount of implementation grant which has been paid but remains unexpended on relevant expenditure by the date on which the Academy opens will, without prejudice to any other mode of recovery, be taken into account in determining the total amount of grant to be paid to the Academy after it has opened. Any amount of implementation grant which is found to have been used on ineligible expenditure will, without prejudice to any other mode of recovery, be taken into account in determining the total amount of grant to be paid to the Academy.

General Annual Grant

52) General Annual Grant will be paid by the Secretary of State to the Academy Trust in order to cover the normal running costs of the Academy. These costs will include, but are not limited to:

a. teachers' salaries and related costs (including full and part time teaching staff and seconded teachers);

b. non-teaching staff salaries and related costs (including educational support staff, administrative and clerical staff and manual and premises related staff);

c. employees' expenses;

d. the purchase, maintenance, repair and replacement of teaching and learning materials and other educational equipment including books, stationery, ICT equipment and software, sports and laboratory equipment and materials, other supplies and services;

e. examination fees;

f. repairs, servicing and maintenance of buildings (including redecoration, heating, plumbing, lighting etc); maintenance of grounds (including boundary fences and walls); cleaning materials and contract cleaning; water and sewage; fuel and light (including fuel oil, solid and other fuel, electricity and gas); rents; rates; purchase, maintenance, repairs and replacement of furniture and fittings;

g. insurance;

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 meals to pupils who are eligible to receive them) and discretionary grants to pupils to meet the cost of pupil support, including support for pupils with special educational needs or disabilities (taking
account of the fact that separate additional money will be available for pupils with statements of special educational needs);

1. administration;

m. establishment expenses and other institutional costs.

53) Subject to clauses 56 to 58, GAG for each financial year of the Academy Trust will be the total of the following areas of funding;

a. **Formula Funding**: Funding comparable to the level of funding which would be provided through the funding formula of the LEA in whose area the Academy is situated, to a maintained school which had all of the Academy’s relevant characteristics, including its number of pupils;

b. **LEA Holdback**: Funding representing a proportion of the money which the LEA would be able to retain from the Local Schools Budget if the Academy were a maintained school. The proportion which this funding will represent will be based on the elements of the Local Schools Budget which are relevant to the Academy.

c. **Specialist Schools Allowance**: Funding equivalent to that which a maintained school with the Academy’s characteristics would receive in respect of their participation in the specialist schools programme;

54) The GAG for the Academy will also include the following areas of funding for as long as they are necessary and equivalent funding is provided to maintained schools:

a. **LGPS contributions**: Whilst it is necessary for the Academy to incur extra costs in order to be a member of the LGPS scheme due to having a small number of employees partaking in the scheme, the Secretary of State will pay an extra amount of grant in respect of these costs each financial year. Both parties acknowledge that new ways of working are being explored to lessen these costs and if these are successful this element of GAG will reduce or cease accordingly;

b. **School Standards Grant**: Whilst this direct grant for maintained schools (Direct Grant to Schools) is paid by DfES, the Academy will receive an equivalent amount as part of its GAG each financial year;

c. **Teachers Threshold Payments**: Whilst maintained schools receive a separate grant from DfES in respect of teachers threshold payments, the Academy will receive funding on the same basis as maintained schools for all of its teachers which are entitled to threshold payments.

d. **Relevant New Grants for Maintained Schools**: Where the Secretary of State starts to pay new grants (which are not standards fund grants) for specific programmes in maintained schools which are relevant to Academies, the Academy will receive funding on a similar basis.

55) The basis of the pupil number count for the purposes of determining the Academy’s GAG will be the Governing Body’s estimate in November for numbers on roll in the following September. The basis of the GAG calculation, including any annual re-pricing which may be necessary, will be set out in the annual letter of funding except that the level of Teachers Threshold Payments will not be included in the letter and
will depend on the information provided by the Academy in that financial year regarding how many teachers are entitled to the payments and at what level.

56) The Secretary of State reserves the right to make in year adjustments to the level of GAG payable to the Academy Trust in the following circumstances:

a. pupil numbers are 10% or more below estimates;

b. pupil numbers are 5% or more above estimates:

c. additional grants relevant to the Academy are made by the Secretary of State to maintained schools.

The Academy Trust should notify the Secretary of State if at any stage in the year pupil numbers vary from the estimates by the amounts set out in clause 56(a) or (b). The Secretary of State will base his assessment of the variation of pupil numbers on information provided by the Academy Trust and data from the school census' in September and January each year. The adjustments to the level of GAG may be in respect of any element of the GAG.

57) The Secretary of State recognises that:

a. in relation to Academies which open with intakes representing only a proportion of the final planned size of the Academy, payments based simply upon the number of pupils present are unlikely to be sufficient to meet the Academy's needs in the years before all age groups are present at their planned size (the "start-up period") because of a lack of economies of scale. The Secretary of State undertakes to pay an appropriately larger GAG in the start-up period than would be justified solely on the basis of the methods set out in clauses 53 and 54, in order to enable the Academy to operate effectively. The method by which this addition to GAG is to be calculated will be explained in the annual letter of funding;

b. in relation to Academies which open with pupils transferred from one or more LEA-maintained schools which have closed, additional GAG resources will be required to take account of transitional costs including any costs associated with supporting the integration of pupils from the closed schools and - where necessary - to offer a dual curriculum;

58) During the start-up period or during the period when year groups are present who have transferred from a predecessor school or schools, the Secretary of State will pay a further element of GAG additional to that calculated in accordance with the methods set out in clauses 53 and 54 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.

b. meet the costs associated with the recruitment and induction of additional teaching and other staff.

After the start-up period these costs will be met through the ordinary GAG.

59) The Secretary of State recognises that if he serves notice of intention to terminate this Agreement under clause 90 the intake of new pupils during the 7 year notice
period is likely to decline and that in such circumstances payments based simply upon the number of pupils attending the Academy are unlikely to be sufficient to meet the Academy's needs during the notice period. The Secretary of State undertakes to pay a reasonable and appropriately larger GAG in the notice period than would be justified solely on the basis of the methods set out in clauses 53 and 54, in order to enable the Academy to operate effectively.

Earmarked Annual Grant

60) Earmarked Annual Grant shall be paid by the Secretary of State to the Academy Trust in respect of either recurrent or capital expenditure for such specific purposes as may from time to time be agreed between the Secretary of State and the Academy Trust and as described in the relevant funding letter. The Academy is free to determine how best to use each of its EAGs within the scope of the grant set out in the relevant funding letter.

61) Where the Academy Trust is seeking a specific EAG in relation to any financial year, it shall submit a letter outlining its proposals and the reasons for its request to the Academies Division, Sanctuary Buildings, Great Smith Street, London SW1P3BT, by 15th February preceding the financial year in question.

Arrangements for Payment of GAG and EAG

62) The Secretary of State shall notify the Academy Trust in December preceding the start of each financial year of the GAG and EAG figures which, subject to Parliamentary approval, the Secretary of State plans for that year and of the assumptions and figures on which these are based.

63) The amount of GAG for an Academy financial year will be determined annually by the Secretary of State. The amount of GAG will be notified to the Academy Trust in a funding letter not later than 1 April preceding that financial year ("the annual letter of funding"). The annual letter of funding will not include the amount that the Academy Trust will receive in respect of Teacher Threshold Payments whilst that grant is paid as a separate payment that will be notified later in the year on a date to be agreed. Amounts of EAG will be notified to the Company according to an agreed programme.

64) For the purposes of this Agreement, the Academy's financial year shall be deemed to run from September to August, in order to align it to the school academic year. The Secretary of State undertakes to pay GAG in monthly instalments on or before the twenty fifth day of each month, each such instalment to fund the salaries and other payroll costs for the relevant month of all monthly paid employees and all other costs payable during the next following month. The detailed arrangements for payment will be set out in the annual letter of funding.

Other relevant funding

65) The Secretary of State shall meet a proportion of the costs arising from the inclusion of Academies in the Schedules to the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999. The Secretary of State shall meet the costs of the employee's prior eligible service and the Academy Trust shall meet the costs of service in the Academy.

66) The Secretary of State may meet costs incurred by the Academy Trust in connection with the transfer of employees from a predecessor school under the Transfer of
Undertakings (Protection of Employees) Regulations 1984. Payment of grant in respect of such costs is to be agreed between the parties on a case by case basis and the Academy Trust shall not budget on the basis that it will receive any grant in respect of such costs unless it is specifically notified that such grant will be paid.

67) The Academy Trust may also receive funding from LEAs in respect of the provision detailed in statements of special educational needs for pupils attending the Academy in accordance with the provisions of Section 483A of the Education Act 1996 and regulations made under that section. The Academy shall ensure that all provision detailed in statements of SEN is provided for such pupils.

68) The Academy Trust should also receive funding from the LEA in whose area it is located, from the Standards Fund. The scheme under which the Standards Fund money is to be distributed by the Secretary of State to LEAs and schools will permit LEAs to receive grants on behalf of Academies in the same way as they can do for maintained schools. The Academy must use any grants received under the Standards Fund in accordance with any conditions specified in relation to that grant. Grants paid to the Academy Trust from the Standards Fund are not paid under this Agreement.

Financial and Accounting Requirements

69) The Chief Executive shall be the Academy’s Accounting Officer. The Accounting Officer will be personally responsible to the Trustees for ensuring regularity and propriety, and for the economic, efficient and effective use of resources (i.e. ensuring value for money), and administration of the financial affairs of the Academy. The Accounting Officer may delegate or appoint others, such as a Finance Director, to assist in carrying out these responsibilities.

70) The Academy shall abide by the provisions within the Financial Handbook (Annex 12), which sets out in detail provisions for the financial management of the Academy including guidance on financial systems and controls and accounting and reporting requirements.

71) The formal budget plan must be approved each year by the Governing Body.

72) Any payment of grant by the Secretary of State is subject to his being satisfied as to the fulfilment by the Academy of the following conditions:

a) that in its conduct and operation the Academy shall apply financial and other controls which conform with the requirements both of propriety and of good financial management;

b) that arrangements have been made to maintain proper accounting records and that statements of income and expenditure and balance sheets may be produced in such form and frequency as the Secretary of State may from time to time reasonably direct;

c) that such financial statements are published at the end of each financial year (as defined in clause 64) in such form and manner as the Secretary of State may reasonably direct and a copy sent to him by 31 December each year. These should carry an audit report stating that, in the opinion of the auditors, the statements show a true and fair view of the Academy affairs and that the grants were used for the purposes intended;

d) that the Academy prepares and files with the Companies Registry such annual accounts as are required by the Companies Act 1985;
e) that a statement of the accounting policies used is sent to the Secretary of State with the financial statements;

f) that the Academy insures or procures insurance by another person of its assets in accordance with normal commercial practice or under the terms of any subsisting leases in respect of the leasehold interest of the site upon which the Academy is situated;

g) (i) that the Academy prepares and files with the Charity Commission annual accounts prepared in accordance with the Statement of Recommended Practice.

(ii) the Governing Body shall comply with their obligation under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Charity Commissioners.

h) The Governing Body shall secure that the Academy's accounts are audited annually by independent auditors appointed under arrangements approved by the Secretary of State.

73) In addition, and at his expense, the Secretary of State may instruct auditors to report to him on the adequacy and effectiveness of the accounting systems and internal controls to standards determined by the Secretary of State and to make recommendations for improving the financial management of the Academy.

74) The books and accounts and all relevant records, files and reports of the Academy including those relating to financial controls, shall be open at all reasonable times to officials of the Department for Education and Skills and the National Audit Office and to contractors retained by the Department for Education and Skills or the National Audit Office for inspection or the carrying out of value for money studies; and the Academy shall secure that those officials and contractors are given 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.

75) The Governing Body shall submit indicative budgets to the Secretary of State not later than by 15 February before the start of each Academy financial year. Such budgets shall set out clearly the prospective income and expenditure of the Academy and shall differentiate, and give adequate details of:

a) proposed pupil and, in the start up period only, teacher and other staff numbers;

b) statement of proposed current expenditure for that financial year;

c) a statement of planned expenditure on outreach work for that year with other schools and the wider community relating to the Academy's specialism;

d) a statement of expected income for that year including cash donations and gifts in kind from sources other than GAG, EAG and grants from the Secretary of State towards capital expenditure, distinguishing between income from public funds including the national lottery and income from other sources. Income from cash donations and gifts in kind from sources other than GAG, EAG and grants from the Secretary of State towards capital expenditure will not be taken into account by the Secretary of State in the calculation of GAG or EAG;

e) a statement of proposed capital expenditure for that financial year;
f) a summary statement of income and expenditure for that year.

76) The Academy will be permitted to carry forward savings from GAG from one year to the next:

   a) equivalent to 2% of the total GAG received in the preceding year, which it may use for any of the purposes for which GAG is paid including all expenditure permitted under sub-clause (b) below;

   b) equivalent to a further 10% of the total GAG received in that year, or such higher figure as may from time to time be agreed, which it may use on the upkeep and improvement of premises including the costs of equipment and routine repairs and maintenance and on capital expenditure.

77) Any savings of GAG not allowed under clause 76 will be taken into account in the payment of subsequent grant.

78) The Governing Body may also accumulate funds from private sources or public sources other than grant from the Secretary of State for application to the benefit of the Academy as it sees fit. Any surplus arising from private sources or public sources other than grant from the Secretary of State shall be separately identified in the balance sheet.

79) The Academy Trust shall not, without the prior written consent of the Secretary of State which shall not be unreasonably withheld or delayed:

   a) give any guarantees, indemnities (except such as are given in normal contractual relations) or letters of comfort;

   b) write off any debts or liabilities owed to it above a value to be set out in the annual funding letter, nor offer to make any ex gratia payments;

   c) make any freehold sale or purchase; or

   d) grant or take up any leasehold or tenancy agreement for a term exceeding three years.

80) Each discovered loss of an amount exceeding the amount set out in the annual letter of funding, and arising from suspected theft or fraud, shall be reported by the Governing Body to the Secretary of State at the earliest opportunity.

81) It is the responsibility of the Governing Body to ensure that the Academy balances its budget from year to year.

**Borrowing Powers**

82) The Academy Trust shall not run an overdraft beyond such amount (to cover irregularities in cash flow) as may from time to time be both approved by the Academy Trust in General Meeting and in writing by the Secretary of State, such approval by the Secretary of State not to be unreasonably delayed or withheld, and subject to any conditions he may reasonably impose. The Academy Trust shall not borrow except with the written consent of the Secretary of State against future years' current grant, or by using as collateral assets purchased wholly or partly out of monies provided by the Secretary of State. The Academy Trust shall not borrow against land and buildings transferred to it for less than the market price from an LEA or trustees of a voluntary aided school. Provided always that nothing in this clause shall prevent the Academy Trust from borrowing (whether by way of overdraft or otherwise) prior to the opening of
the Academy nor from borrowing where such borrowing is made necessary by the failure of the Secretary of State to make in a timely fashion payments (whether of GAG or EAG or otherwise) agreed to be made by him under this Agreement.

DISPOSAL OF ASSETS

83) Where the Academy Trust acquires assets for a nil consideration or at an under value it shall be treated for the purpose of this Agreement as having incurred expenditure equal to the market value of those assets at the time that they were acquired. This provision shall not apply to assets transferred at nil or nominal consideration and which were previously used for the purposes of a school or where transferred from an LEA; the value of which assets shall be disregarded.

84) The sale, or disposal by other means, or reinvestment of proceeds from the disposal, of a capital asset by an Academy Trust shall require the consent of the Secretary of State where:

a) the Secretary of State paid capital grant in excess of £20,000 for the asset; or

b) the asset was transferred to the Academy Trust from a Local Education Authority for no or nominal consideration

Such consent not to be unreasonably withheld or delayed. Furthermore, reinvestment exceeding £1m or with other special features will be subject to Parliamentary approval.

85) This clause applies in the event, during the lifetime of this agreement, of the disposal of a capital asset for which capital grant of any amount was paid, where the asset was acquired by the Academy Trust at market value. In this event, the Academy Trust shall repay to the Secretary of State the same proportion of the proceeds of the disposal as equates with the proportion of the original cost met by the Secretary of State, unless the Secretary of State agrees to some or all of the proceeds being retained by the Academy Trust for its charitable purposes.

86) This clause applies in the event, during the lifetime of this agreement, that the Secretary of State consents to the disposal of an asset which was transferred to the Academy Trust from a Local Education Authority for no or nominal consideration. In this event the Secretary of State may give consent on the basis that all or part of the proceeds of the disposal should be made over to the Local Education Authority from which the asset was transferred, taking into account the amount of the proceeds to be reinvested by the Academy Trust. The Secretary of State will have regard to any representations from the Academy Trust and the Local Education Authority from which the asset was transferred before giving a consent under this clause.

87) Except with the consent of the Secretary of State, the Academy Trust shall not dispose of assets for a consideration less than the best that can reasonably be obtained.

TERMINATION

88) Subject to prior termination of this agreement under clauses 90-96, the Secretary of State shall continue payments in respect of current expenditure for a period of not less than seven years.

89) Either party may give seven years written notice of its intention to terminate this Agreement, such notice to expire on 31 August in any year.
90) If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 8 or that the conditions and requirements set out in clauses 9 - 35 are not being met, or is otherwise in breach of the provisions of this Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.

91) Any such notice shall be in writing and shall:
   a) state the grounds on which he considers the Academy no longer has the characteristics set out in clause 8 or is not meeting the conditions and requirements of clauses 9 - 35 or is otherwise in breach of the provisions of this Agreement;
   b) specify the measures needed to remedy the situation;
   c) specify the date by which these measures are to be implemented; and
   d) state the form in which the Governing Body is to provide its response and the date by which it must be provided.

92) If no response is received by the date specified in clause 91d, the Secretary of State may give the Governing Body 12 months, or such lesser period as he considers appropriate in the circumstances, written notice of his intention to terminate this Agreement.

93) If a response is received by the date specified in clause 91d, the Secretary of State shall consider it, and any representations made by the Governing Body, and shall, within 3 months of its receipt, indicate that:
   a) he is content with the response and that the measures which he specified are being implemented; or
   b) he is content, subject to any further measures he specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or
   c) he is not satisfied, that he does not believe that he can be satisfied, and that he will proceed to terminate the Agreement.

94) In the circumstances of clause 93c the Secretary of State shall notify the Governing Body why he believes that he cannot be satisfied and, if so requested by the Governing Body within thirty days from such notification, he shall meet a deputation from the governors of the Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 8 or does not and will not meet the conditions and requirements set out in clauses 9 - 35 or does not and will not otherwise comply with the provisions of this Agreement, he shall give the Governing Body twelve months written notice of his termination of this Agreement.

95) If the Secretary of State has cause to serve a notice on the Governing Body under s.165 of the Education Act 2002 or until this section comes into force under s.469 of the Education Act 1996 and the matters specified in the notice are not remedied, the period of twelve months notice referred to in clause 92 may be shortened to a period deemed appropriate by the Secretary of State.

96) The Secretary of State may at any time by notice in writing terminate this Agreement forthwith on the occurrence of any of the following events:-
a) the Academy Trust calls a meeting of its creditors (whether formal or informal) or enters into any composition or arrangement (whether formal or informal) with its creditors; or

b) the Academy Trust proposes a voluntary arrangement within Section 1 of the Insolvency Act 1986; or

c) the Academy Trust 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 42.1.3 Section 123 (1)(a) of the Insolvency Act 1986 shall have effect as if the amount of £10,000 was substituted for £750. The Academy Trust shall 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; or

d) the Academy Trust has a receiver (and manager with the exception of Receivers and Managers appointed by the Charity Commission under the Charity Act 1993 or any subsequent re-enactment of that Act), administrator or administrative receiver appointed over all or any part of its undertakings, assets or income; or

e) any restraint, 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 fifteen Business Days; or

f) the Academy Trust has passed a resolution for its winding up; or

g) the Academy Trust has a petition presented to any Court for its winding up or for an administration order; or

h) the Academy has ceased to operate as a Academy (except where such cessation occurs temporarily by reason of an event of Force Majeure).

Effect of Termination

97) In the event of termination of this agreement however occurring the school shall cease to be an Academy.

98) If the Secretary of State terminates this Agreement for reasons other than that the Academy no longer has the characteristics set out in clause 8, or is no longer meeting the conditions and requirements set out in clauses 9 - 35 or is otherwise in breach of the provisions of this Agreement, the Secretary of State shall indemnify the Academy Trust.

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

100) The amounts and categories of expenditure incurred by the Academy Trust in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify the Academy Trust include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.

101) In the event of the termination of this Agreement however occurring the Secretary of State shall procure that his nominee shall resign as a member of the Academy Trust and shall co-operate in making any associated amendments to the
Subject to clause 103, on the termination of this agreement, however occurring, the Academy Trust shall repay to the Secretary of State a sum in respect of the capital contribution made by him under clauses 43-44 above. The amount to be repaid to the Secretary of State shall be a percentage of the value of the assets belonging to the Academy Trust 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.

The Secretary of State may waive in whole or in part the repayment due under the above clause if:

a) The Academy Trust is unable to realise the market value of land or premises because they are returned to the Local Education Authority at less than market value; or

b) The Academy Trust obtains his permission to invest the proceeds of sale for its charitable objects; or

c) The Secretary of State directs all or part of the repayment to be paid to the Local Education Authority.

If any land or premises of the Academy were acquired from a Local Education Authority by a scheme under Schedule 35A of the Education Act 1996 or otherwise at less than the market price, and the Secretary of State does not make a scheme as provided for in Schedule 35A (Paragraph 8) of the Education Act 1996, the Academy Trust may dispose of its interest in that land or premises but only with the consent of the Secretary of State, who shall have regard to any representations from the Academy Trust and the Local Education Authority from which the land was transferred before giving or withholding that consent.

Without prejudice to any other provision of this Agreement, the Secretary of State acting reasonably may from time to time call for information on, inter alia, the Academy's:

a) curriculum;

b) arrangements for the assessment of pupils;

c) targets, including those set in accordance with the provisions of clause 30;

d) teaching staff including numbers, qualifications, experience, salaries, and teaching loads;

e) class sizes;

f) outreach work with other schools and the local community;

g) operation of the admission criteria and over subscription arrangements for the Academy including numbers of applications for places and the number and characteristics of pupils accepted for admission;
h) numbers of pupils excluded (including permanent and fixed term exclusions);

i) levels of authorised and unauthorised attendance;

j) the Academy’s charging and remissions policies and the operation of those policies;

k) organisation, operation and building management;

l) financial controls; and

m) membership and proceedings of the Governing Body.

106) The Governing Body shall make such information available to the Secretary of State, in such form and manner and at such times as may reasonably be required. The Secretary of State shall provide the Governing Body with such information as they may reasonably require of him for the running of the Academy.

Access by the Secretary of State’s Officers

107) The Governing Body shall allow access to the premises of the Academy at any reasonable time to DfES officials. All records, files and reports relating to the running of the Academy shall be available to them at any reasonable time. The Governing Body shall provide the Department in advance with papers relating to all meetings of the Governing Body of the Academy and of members of the Academy. Two DfES officials shall be entitled to attend and to speak at all such meetings, but shall withdraw from any discussion of the Academy’s relationship with the Secretary of State or any discussion of bids for funding to the Secretary of State. The Academy shall take any steps which are required to secure its compliance with the obligations imposed by this clause of the agreement.

108) The Academy shall ensure that:

i) the agenda for every meeting of the Governing Body;

ii) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;

iii) the signed minutes of every such meeting; and

iv) any report, document or other paper considered at any such meeting,

are, as soon as is reasonably practicable, sent to the DfES.

109) There may be excluded from any item required to be sent to the DfES by virtue of clause 108, any material relating to:

a) a named teacher or other person employed, or proposed to be employed, at the Academy;

b) a named pupil at, or candidate for admission to, the Academy; and

c) any matter which, by reason of its nature, the Governing Body are satisfied should remain confidential.

Notices

110) Any notice or other communication concerning this Agreement shall be sent, in the case
of a notice or communication from the Secretary of State to the Governing Body at: 135 Pepys Road, New Cross, London SE14 5SF, or such other addressee/address as may be notified in writing from time to time by the Academy and, in the case of a notice or communication from the Academy to the Secretary of State to Head of Academies Division, Department for Education and Skills, Sanctuary Buildings, Great Smith Street, London SW1P 3BT; or such other address as may be notified from time to time by the Secretary of State and where any such notice or communication is sent by post, unless the contrary is proved, it shall be deemed, subject to satisfactory proof of posting, to be effected at the time at which the letter would be received in the ordinary course of post.

111) This Agreement may be amended in writing at any time by agreement between the Secretary of State and the Academy Trust.

112) The Academy Trust may amend the following annexes to the agreement, but those annexes only, without agreement in writing from the Secretary of State but must notify the Secretary of State in writing of the changes and provide a copy of the new form of the annex within 14 days of the amendment: (Annexes 5, 6, 7 and 8).

113) The service by the Secretary of State of a notice of termination under any clause of this Agreement shall not prejudice the ability of the Academy (if it wishes to do so) during the notice period to admit pupils in accordance with the provisions of clause 15 and Annex 2 to this Agreement and to receive GAG and EAG in respect of them.

114) The Secretary of State and the Academy Trust recognise the difficulties in catering in this Agreement for all the circumstances which may arise in relation to the Academy and undertake in good faith to conduct such consultations as may from time to time be desirable in order to promote the interests of the Academy throughout the period of this Agreement.
This document is executed as a Deed on: 20/05/2004

EXECUTED as a Deed of the Haberdashers' Hatcham College Trust

Peter Davidson

Deborah Knight

In the presence of:

Name Jeanette Bilsborough
Address Alligan
5 Primrose Gardens
London
NW3 4UJ
United Kingdom

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

Authorised by the Secretary of State for Education and Skills
THE CURRICULUM - HABERDASHERS' ASKE'S KNIGHTS ACADEMY (the "Academy")

a. The curriculum of the Academy and its assessment

i. The curriculum vision:
The curriculum will not necessarily be delivered within a classroom of four walls: it could even be delivered without a teacher.

ICT will not only be a 'tool' for learning but will underpin the whole curriculum enabling collaboration and communication within a local, national and global context.

The Academy curriculum will be accessible, inclusive, challenging, flexible and on-line with e-learning, video-conferencing and wider understanding of the internet as an enabling factor. It will be a curriculum for the 21st century, blending the best of academic and vocational elements.

Flexible progress will be possible through the national curriculum, 14-19 pathways and on to lifelong learning e.g. acceleration for more able students; examinations taken when appropriate for students' learning rather than age. The Academy will be a full, active, partner in the borough-wide 14-19 strategy working collegially with other schools, colleges, HE providers, employers and the LEA.

Innovation will be evident in planning, developing and implementing the curriculum. This curriculum will promote excellence and will aspire to the highest standards Learning will be active, participating and empowering resulting in students becoming 'fearless learners'.

Specialisms – The Sports Specialism will be a vehicle for raising overall achievement. It will promote an ethos of excellence and inclusion and impact upon the Academy's environment, raising aspirations and awareness within the whole community.

The Federation will share expertise and resources, broaden access and ensure efficiency.

ii. Assessment of the curriculum:

The attainment and progress records of all students admitted to the Academy will be used in ensuring that prior attainment is recognised and used to inform learning and teaching.

Students will be actively engaged in the assessment process, with a clear understanding of their targets for learning, a knowledge of the ways in which their work will be assessed and an understanding of how they can improve their work. Feedback to students will indicate what has to be done to achieve the set objectives.

Progress records will be used to inform interaction with students, staff and parents. Attainment data will be analysed to ensure that information is available to identify the comparative progress of different groups of students, enabling teachers and managers to reflect on practice and revise approaches to teaching and learning.
Record keeping, data analysis, data presentation and reporting will make effective use of appropriate ICT systems.

**b. Approach to curriculum development and delivery**

The Academy curriculum will provide scope within the discrete key stages for individual learning pathways. Generic concepts such as enrichment; fast tracking and early entry; work related issues integrated into schemes of work; cross curricular projects; EAL provision; key skills acquisition; transitional and progressional elements; learning support and business links will be evident at all stages.

**Key Stage 3**
- Process and content will facilitate transition from KS2
- Numeracy, literacy and foundations subjects will focus on national strategies but ICT will be delivered via a vocational route
- Work related issues will be included
- Guidance and support will enable transition to Key Stage 4

**Key Stage 4**
- Parity between academic and vocational routes
- Emphasis on work based and work related strategies
- Individual learning plans
- Advice, guidance, and mentoring relating to ongoing academic and personal skills and to support transition to post 16 courses

**The Post 16 Curriculum.**
- Offers modularity and breadth
- Depth – preparation for HE (including Oxbridge)
- Options available for all levels
- Monitoring of national/international developments post 16
- Guidance and mentoring ensuring that academic and other targets are met and support in progression post 18
- Running through all key stages

**c. Organisation and length of the school day, year, number of terms etc:**

The school day begins with registration at 8.30am and ends at 3.15pm or later depending on commitments to Enrichment and House Activities.

The school day consists of three 100 minute sessions,( some may be divided into 50 minute sessions) with a break for lunch and a shorter break mid-morning.

The school year consists of six terms with a two week breaks in October, December and Easter; breaks in February and May/June are for one week. The summer break will be approximately six weeks.

**d. Arrangements for work experience, mentoring, residential opportunities, study support:**

**Work experience:**

All students will undertake a two-week work placement early in Year 11 as part of an ongoing PSHCE programme. Work related/work based activities will be fundamental to the KS4 and post 16 curriculum. At KS3 schemes of work will contain a work related element. Year 12
students will participate in work experience abroad as an integral part of their programmes.

Mentoring:
The role of form tutors is essential within the Academy; they will oversee students' personal, social and academic welfare. Academic mentoring will take place regularly to discuss targets and to monitor student progress. Extra mentoring by senior staff will be given to students 'at risk' or who need an extra 'boost'.

Residential opportunities:
All Year 7 students participate in a residential activity. At various times at all key stages there are opportunities for activity learning, related both to curricular and social requirements, on a residential basis. Exchange programmes will operate for students studying foreign languages.

Study support:
The Academy will provide ongoing study support for all students and extra support to meet specific needs. The Learning Resource Centre and other facilities will provide ensure that all students are able to complete curriculum tasks. Learning mentors, EAL provision, ICT facilities and SEN specialists will ensure that all students -from those with learning difficulties to the more able- can achieve their full potential. Links with employers and further and higher education on a local and national basis will be pursued to reinforce and further develop learning.
Arrangements for the Admission of Pupils to the HABERDASHERS' ASKE's KNIGHTS ACADEMY

1 This document sets out the admission arrangements for Haberdasher's Aske's Knights Academy. Any changes to the arrangements set out in this document, with the exception of setting a published admission number higher than the agreed admission number for a specific year, must be approved in advance by the Secretary of State.

2 For the purposes of this Admissions Policy, references in admission law and in the statutory Codes of Practice to admission authorities shall be deemed to be references to the Federation Governing Body of the Haberdasher's Academies.

ADMISSION ARRANGEMENTS APPROVED BY THE SECRETARY OF STATE

3 The admission arrangements for the Academy for the year 2005/2006 and subject to any changes approved by the Secretary of State, for subsequent years, are:

   a) The Academy has an agreed admission number of 210 students. The Academy will accordingly admit at least 210 students in the relevant year group each year if sufficient applications are received;
   b) The Academy may set a higher admission number as its published admission number for any specific year. Before setting an admission number higher than its agreed admission number, the Academy will consult those listed at clause 16 below. Students will not be admitted above the published admission number unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.
   c) The Academy admits up to 10% of students by reference to aptitude in Sports. Arrangements for selecting those pupils will be fair and transparent.

Process of application

4 The Academy participates in Lewisham LEA's co-ordinated admissions scheme. Applicants for places in Year 7 will be asked to complete the LEA's Common Application Form and return it as indicated below:

   • If the child is resident in Lewisham— the form will be returned to their headteacher by 24 October. The headteacher will forward the form to Lewisham LEA
   • If the child is resident outside Lewisham, the form will be returned to the Admissions and Appeals Team at Lewisham LEA.

The Academy requires parents to complete supplementary information forms, where sufficient information for the consideration of the application
by the Academy is not available from the information supplied in the Common Application Form.

Consideration of applications

5 The Academy will consider all applications for places. Where fewer than 210 applications are received, the Academy will offer places to all those who have applied.

6 In the case of applications for places in years 8 – 11, and notwithstanding clause 5 above, the Academy may refuse admission to particular applicants in cases where fewer than the published admission number have applied. Such refusals will be where special circumstances apply as specified in the Code of Practice i.e. students who have been excluded from two or more schools and where the Academy has a particularly high concentration of students with challenging behaviour and to admit the student in question would prejudice the efficient education of other students. However, the Secretary of State may direct the Academy to admit such a student and such a direction will be binding.

Procedures where the Academy is oversubscribed

7 The Academy offers specialisms in Sports and in part-time access to the mainstream curriculum for children with statements of special educational needs (Severe Learning Difficulties). When the Academy is oversubscribed, priority for admissions will be given to those children who meet the criteria set out below, in priority order:

i) students with statements of special educational needs where the Academy has consented to be named in the Statement.

ii) students in public care (looked after children).

iii) 10% of students will be admitted on the basis of aptitude in Sports, using a specified assessment process.

iv) students for whom it is essential to be admitted to the Academy because of special circumstances to do with significant medical or social needs evidenced by written medical advice.

v) students who, on the date of admission, will have a sibling (i.e. a natural brother or sister, or a half brother or sister, or a legally adopted brother or sister or half-brother or sister; who will be living with them at the same address at the date of their entry to the Academy) on the roll of the Haberdashers’ Aske’s Knights Academy;

vi) Of the remaining places:-
   - 50% will be offered to students living within three miles and south of the Thames, on the basis of proximity; i.e. students who live the nearest radial distance to the Academy on the close of the admission application date. (The radial distance is measured as a direct line from the Academy’s main building entrance on Launcelot Road. Home to Academy distance will be measured as the direct line distance between the egress onto the public highway of the student’s home to the Academy’s main building entrance on Launcelot Road. Where a student lives for a part of each week at different addresses, the “home” address shall be
that given on the application form as the address of the parent to which all communications from the Academy are to be sent.)

- the remaining 50% will be offered to students living within three miles and south of the Thames, on the basis of an independently operated random allocation.

8 Notwithstanding 7i-vi above, the Secretary of State may direct the Academy to admit a named pupil to the Academy on application from an LEA. The Secretary of State shall in such circumstances consult the Academy before making such a direction and have regard to its comments.

Operation of waiting lists

9 Where in any one year, the Academy receives more applications for places than there are places available, a waiting list will operate. This will be maintained by the Academy and it will be open to any parent to ask for his/her child's name to be placed on the waiting list, following an unsuccessful application and appeal for a place at the Academy.

10 The position of a child on the waiting list will be determined solely in accordance with the over-subscription criteria in clause 7 above. Where places become vacant they will be allocated to children on the waiting list according to the over-subscription criteria.

Arrangements for appeals panels

11 An Appeals Panel will be set up by the Federation Governing Body on behalf of the Haberdashers' Aske's Knights Academy in accordance with the Code of Practice on School Admissions Appeals as it applies to voluntary aided schools.

Other admissions to Years 7 - 11

12 Students will be granted admission to all years at the Academy provided there is space in any particular year.

Admissions at Post – 16

13 Students are admitted to the Haberdashers' Aske's Knights Academy Sixth Form on the basis of an assessment of their ability.

The assessment is carried out by the Academy and consists of :-

- predicted GCSE grades
- reference from Academy tutor, or headteacher of current school as to the student's ability for the course for which he/she has applied

There will be the opportunity for discussion between student and Academy senior staff as to the student's subject choice.

14 There will be a right of appeal to the Appeals Panel for unsuccessful applicants.
ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

15 The Academy shall consult each year on its proposed admission arrangements. The Academy will take part in the local Admissions Forum.

16 The Academy must consult by 1 March, the first consultation being prior to 1 March 2004 for September 2005 intake,
   a. Lewisham LEA
   b. Any other admissions authorities for primary, secondary and special schools located within the relevant area for consultation set by Lewisham LEA.
   c. Schools in the relevant area that are not admissions authorities.

Determination and publication of admission arrangements

17 Following consultation, the Academy will consider the feedback received. It will then finalise its admission arrangements by 15 April each year and notify those consulted of the final arrangements.

Publication of admission arrangements

18 Admission arrangements will be publicised by:
   a. Copies to primary, secondary and special schools within three miles
   b. Copies to Lewisham LEA.
   c. Free copies being made available from the Academy
   d. Copies being made available in public libraries

19 The Academy may be deemed to have met this requirement by arranging with Lewisham LEA to publish the Academy’s admission arrangements in its overall prospectus.

20 The published arrangements will set out:
   □ The name and address of the Academy and contact details
   □ A summary of the admissions policy and over-subscription criteria
   □ Numbers of places available and applications for those places in the previous year
   □ Arrangements for hearing appeals (This will be consistent with the provisions in the statutory Code of Practice on School Admission Appeals as it applies to Foundation and Voluntary Aided Schools)

Representations about admission arrangements

21 The Academy will consider all representations received from other admissions authorities in the relevant area about its admission arrangements. If, having considered the representations agreement cannot be reached, any admission authority in the Lewisham LEA area may make representation to the Secretary of State. The Secretary of State will consider the representation and in so doing will consult the Academy. If the Secretary of State upholds the representation, s/he may direct the Academy to amend its admission arrangements.
22 Admissions authorities in the Lewisham LEA area are entitled to request the Academy to increase its proposed published admissions number for any one year. If such a request is received and no agreement can be reached, an admission authority may go to the Secretary of State and ask that the Academy be directed to increase its proposed admissions number. In such circumstances, the Secretary of State will consult the Academy and then make a determination about the admissions number.

23 The Secretary of State may direct changes to the Academy's proposed admission arrangements to ensure that they are consistent with admissions law and the statutory Code of Practice.

Proposed changes to admission arrangements by the Academy after arrangements have been published.

24 The Academy will only propose changes after publication where this is deemed necessary because of a major change in circumstances. If this situation arises, the Academy will consult with those listed under clause 16 above and will then apply to the Secretary of State setting out:

- The proposed changes
- The reasons for making such changes
- Any comments or objections from those entitled to object

25 The written application to the Secretary of State must include all the information at 24 above. The Secretary of State can approve, modify or reject the proposals.

Maintaining records

26 The Academy will keep records of applications and admissions for a minimum period of ten years and such records shall be open for inspection by the Secretary of State.

Pjm 24 March 2004
Haberdashers' Aske's Knights Academy

Policy for Special Educational Needs

The Academy shall have regard to the Code of Practice on the Identification and Assessment of Special Educational Needs and any guidance issued by the Secretary of State relating to sections 316 and 316A of the Education Act 1996.

Basic Information

The Principal is the "responsible person", exercising the responsibilities laid out in the Code of Practice, and ensuring that all those who are likely to teach a student with a statement of special educational needs are informed about the statement. The Principal will work through the SENCO. There is a Governor with responsibility for special educational needs.

The Head of the Supported Learning Department (SLD) is the Special Educational Needs Co-ordinator (SENCO)

The Supported Learning Department, through the Head of Department, is directly responsible for implementing the Academy’s Special Educational Needs Policy but all staff should see themselves as teachers of Special Educational Needs. The SENCO has day to day responsibility to ensure that the Code of Practice is followed throughout the Academy.

The Academy assesses the needs of its students with SEN through in-class-support and very limited withdrawal for intensive individual or small group work. Wherever possible individual help is offered during registration or enrichment periods. It is felt that students withdrawn from lessons are those who will have most difficulty in compensating for work missed, withdrawal should, therefore, be minimised. Students whose reading age is more than two years below their chronological age will have difficulty in accessing the mainstream curriculum.

Gifted & Talented Students

The Academy identifies Gifted and Talented students as early as possible. The Academy provides for the needs of these students in many ways. A separate policy is available. The Academy realises that it is possible and desirable to add to the number of gifted and talented students as it is to provide for the needs of those already identified.

The Gifted and Talented Co-ordinator can provide further advice, support and guidance for both staff and students.

Admission Arrangements for Students with Special Educational Needs

The Academy shall ensure that students with SEN are admitted on an equal basis with others in accordance with its admissions policy.
The SENCO is frequently consulted in advance of application by parents of students with Special Educational Needs and is always willing to offer appropriate advice. Those accepted by the Academy are visited in their Primary schools and their needs discussed with parents and teachers in order to ascertain appropriate provision.

Where a local education authority proposes to name the Academy in a statement of SEN made in accordance with section 324 of the Education Act 1996, the Academy shall consent to being named, except where admitting the child would be incompatible with the provision of efficient education for other children; and where no reasonable steps may be made to secure compatibility. The Academy shall admit any child in whose statement of SEN it has been appropriately named. In deciding whether a child’s inclusion would be incompatible with the efficient education of other children, the Academy shall have regard to the relevant guidance issued by the Secretary of State to maintained schools. In the event of any disagreement between the Academy and the local education authority over the proposed naming of the Academy in a statement, the Academy may ask the Secretary of State to determine whether the Academy should be named. The Secretary of State’s determination shall be final.

**Provision Available**

The Academy offers a suitable provision for students who have mild learning difficulties or sensory impairment. It is not suitable for non-readers as there is no on-site unit.

In partnership with Lewisham LEA and Greenvale SLD School, the Academy will provide opportunities for Greenvale students with statements of SLD to be integrated into the mainstream curriculum, where this is appropriate to their needs, on a part-time basis and up to a full-time equivalent of 6 students per year group.

**Access to Buildings**

The Academy will be built to the standards required by the Special Educational Needs and Disability Act 2001: Schools' duties in the Disability Discrimination Act 1995.

**Facilities**

SLD staff are available to assist with immediate difficulties in work or behaviour.

Records are kept on computer. Information is disseminated by ICT. The SLD consumables budget is £700.

**Resource Allocation for Students with Special Educational Needs**

Students with Statements of Special Educational Needs receive the resources stipulated by their statements. Students whose needs are met at School
Action and School Action Plus receive teaching/support and materials as appropriate within the limits of staffing and resources of the Department.

How Special Needs Students are identified, their needs determined and reviewed.

Identification

- Pre-admission procedures as specified above
- Early in year 7 students are tested for spelling, reading & comprehension
- Primary school records are examined for SEN History
- Parents raise their concerns
- KS2 results are considered
- SLD staff observe year 7 students in lessons during the Autumn term.
- Staff identify students in their classes who are having difficulty accessing the curriculum.

Assessment

- Subject staff write regular assessments
- Students take Progress tests
- KS2 assessment results
- CATs tests in years 7 & 8
- KS3 assessment
- Students are retested for progress in spelling & reading

Intervention

The new Code of Practice specifies a continuum of action and intervention.

- **School Action**
  To provide interventions that are additional to or different from those provided as part of the school’s usual differentiated curriculum offer and strategies
  For students who need provision of short-term targets and strategies that are different from or additional to those in place for the rest of the group or class an Individual Education Plan will be written. These are maintained by the SENCO and accessible to all staff on the shared area.
  These can be written at any stage of the SEN continuum and are regular reviewed.

- **School Action Plus**
  To make a request for help from external services, usually following a review meeting at which it was decided that despite receiving an individualised programme and/or concentrated support the pupil fails to make adequate progress.
  Where appropriate, referral is considered to some Academy support services, such as Consultant Educational Psychologist, EBD teacher and College Welfare Co-ordinator under the heading School Action Plus.
Provision for students with statements of SEN

To provide the interventions and support specified in the Statement of Special Educational Needs written by the LEA

Referral

An SEN panel will be established to decide appropriate provision for students referred for intervention.

Inclusion

The Academy seeks to promote social inclusion. Students with SEN are part of all aspects of Academy life.

Staff qualifications & experience

Supported Learning Staff are well qualified and experienced, and include specialists in Dyslexia and EBD.

Mainstream staff receive support, training and advice. They are kept up to date through e-mail, staff briefings and meetings and the SLD Liaison Group.

Academy Staff will be provided with a full range of Inset, including on Dyslexia, Dyspraxia, Differentiation, Asperger's Syndrome and other barriers to learning; and Gifted and Talented students.

Governors' INSET Policy


The Academy prospectus shall include details of the Academy's policy for students with SEN. It shall also include details of the arrangements for the admission of disabled students; the steps taken to prevent disabled students from being treated less favourably than other students; and the facilities provided to assist access to the Academy by disabled students (disabled students meaning students who are disabled for the purposes of the Disability Discrimination Act 1995). (Appendix 1, below, lists those matters to be covered in the Governors' Report.)

External Teachers and Facilities

The local education authorities provide funding for individual support teachers and special needs assistants for students with statements of SEN.

Parents of students with Special Educational Needs

- Parents are seen as partners. They are consulted at all stages of intervention.
• Parents are of paramount importance when assessing children's needs.
• Parents are invited to meet the Educational Psychologist if a referral for assessment is made
• SLD staff are present at Parents' Evenings

Links with Special Schools

Links are being established with Greenvale Secondary SLD School in order that Greenvale students will benefit from the mainstream curriculum of the Academy.

Links with outside Agencies

• Local Authority Health Services provide the Academy with regular health checks.
• There will be an Academy Welfare Co-ordinator, employed by the Academy. This will ensure immediate access for urgent referrals. The Co-ordinator will work closely with the Supported Learning Dept.
• The Academy will employ a consultant Educational Psychologist on a part-time basis; available for consultation with a programme organised and managed by the SENCO.

Evaluation criteria for Governors of the success of Special Educational Needs

• The Governors will examine the statistical information in consultation with the SENCO
• Presentation to the Governors' Curriculum Committee
• Governors' visits
• Consultation through the designated Governor

This policy is subject to the agreement of the Secretary of State.

This policy is subject to periodic review
APPENDIX 1 - Information to be included in the Governors' Report

- The objectives of the Governing Body in making provision for students with SEN, and a description of how the Governing Body's SEN policy will contribute towards meeting those objectives.

- The name of the person who is responsible for co-ordinating the day to day provision of education for students with SEN at the Academy (whether or not the person is known as the SEN co-ordinator).

- The arrangements which have been made for co-ordinating the provision of education for students with SEN.

- The admission arrangements for students with SEN who do not have a statement in so far as they differ from the arrangements for other students (the presumption being that they should not differ).

- The kinds of provision for SEN in which the Academy specialises and any special units.

- Facilities for pupils with SEN at the Academy including facilities which increase or assist access to the school by students who are disabled.

- Information about the Academy's policies for the identification, assessment and provision for all students with SEN.

- How resources are allocated to and amongst students with SEN.

- How students with SEN are identified and their needs determined and reviewed.

- Arrangements for providing access by students with SEN to a balanced and broadly based curriculum.

- How students with SEN engage in the activities of the Academy together with students who do not have special educational needs.

- How the Governing Body evaluates the success of the education which is provided at the Academy to students with SEN.

- Any arrangements made by the Governing Body relating to the treatment of complaints from parents of students with SEN concerning the provision made at the Academy.

- Information about the Academy's staffing policies and partnership with external bodies.

- Any arrangements made by the Governing Body relating to in-service training for staff in relation to SEN.

- The use made of teachers and facilities from outside the Academy including links with support services for SEN.
• The role played by the parents of students with SEN.

• Any links with other schools, including special schools, and the provision made for the transition of students between the Academy and the next stage of life or education.

• Links with child health services, social services and educational welfare services and any voluntary organisations which work on behalf of children with SEN.
Haberdashers' Aske's Knights Academy
Behaviour Management Policy

Rationale

- All teachers have the right to teach; and
- All students have the right to learn in a mutually respectful environment.

At Haberdashers' Aske's Knights Academy, we believe that the most effective teaching and learning takes place in a well-managed environment, one that is calm, happy and safe for the whole Academy community. Our Behaviour Policy focuses on Positive Behaviour, which supports learning and promotes, celebrates and rewards achievement. The purpose of this policy is to ensure that when behaviour problems occur, all staff, students and parents have a clear understanding of the procedures and sanctions for dealing with problems.

Aims

1. To promote consistency of positive behaviour throughout the Academy
2. To establish clear guidelines of behaviour with appropriate rewards and sanctions which are clearly understood across the Academy
3. To promote the concept that all students are individuals whose needs must be considered at all stages.
4. To promote the concept that all individuals have responsibilities to others within the Academy community
5. To promote an understanding of why students misbehave and therefore how they can be encouraged to adapt their behaviour.
6. To encourage and enable all staff to resolve behavioural problems should they occur
7. To promote the concept that the best learning opportunities occur in a positive and structured environment.

Objectives

1. There is a clear understanding that everyone in the school has the right to be able to fulfil their potential and everyone has the responsibility to allow them to do so.
2. To create a learning environment which is characterised by:
   - **Respect**
     Respect yourself and other people in the school, and the environment.
   - **Responsibility**
     Take responsibility for your own actions, your belongings and your surroundings.
   - **Co-operation**
     Co-operate by learning to work with others, being part of a team and reaching your full potential.

Both objectives are in accordance with our Equal Opportunities and Race Equality Policies. This policy should also be read in conjunction with the Academy's Code of Conduct Policy.

There can be many factors which influence student behaviour, some within the Academy and some from outside. They include:
<table>
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<tr>
<th>Inappropriate curriculum</th>
<th>Medical problems</th>
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<tr>
<td>Inappropriate teaching styles</td>
<td>Boredom</td>
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<tr>
<td>Lack of motivation</td>
<td>Feelings of alienation</td>
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<tr>
<td>Problems with peers</td>
<td>Anxiety</td>
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<tr>
<td>Problems at home</td>
<td>Family reputations</td>
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<tr>
<td>Low self-esteem</td>
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As a consequence, the behaviour policy promotes a consideration of the cause as well as the effect of poor behaviour.

**Promoting Positive Behaviour**

There are many ways of trying to promote good behaviour. Two underlying principles are:

- Consistency among staff in implementing school policies and when dealing with individual students.
- Mutual respect through good relationships between students and staff.

Ways of encouraging positive behaviour include:

- Understanding that students are individuals.
- Ensuring the curriculum is appropriate for each individual student.
- Using a variety of teaching styles.
- Recognising achievement – regular use of praise (success stairway).

We promote positive behaviour explicitly through:

- Tutorial programme.
- Academic tutoring / mentoring
- Assemblies.
- Reward system.
- Setting expectations and rules with students – for classrooms, around school and in the community.
- Use of student planner.
- Discussion with students – individuals and groups.
- Leading by example.
- Challenging anti-social behaviour consistently.
- Sharing expectations and rules – displayed in student planners and the Academy Handbook.

We ensure positive behaviour by strategies including:

- Promoting expectations and rules clearly, publicising them and reviewing them as appropriate.
- High quality of teaching and learning.
- Helping students to modify inappropriate behaviour through pastoral support and social inclusion.
- Following agreed procedures - being consistent.
- Promoting the role of the Tutor.
- Target setting and use of, for example, Individual Education Plans, Pastoral Support Programmes.
- Sharing responsibility for behaviour around the school.
- Induction of new staff and supply staff.
Rewards

As an Academy we are committed to promoting, celebrating and rewarding achievement. We recognise that our students possess a range of talents and abilities. We are therefore committed to recognising and rewarding effort and achievement at all levels.

We reward students on both an individual level and as members of groups. There are many ways in which students are rewarded, e.g.

- Staff praise in planners and books
- Credits, Commendation and Awards
- Individual certificates
- Written communication – letters to students and / or parents
- Tutor Group certificates
- House cups
- Recognition of outstanding achievements
- Visits and trips
- Article in the Principal’s Newsletter

We also recognise that one of the easiest and most effective ways of rewarding a student is the use of praise.

"Praise is probably the most obvious and effective means of reinforcing appropriate behaviour and motivating students to meet the school’s work and behaviour expectations." (Gordan)

Individual Credits
These will be given for particularly good work, or for putting in a lot of effort, maintaining a high standard of work, or for being especially helpful.

Commendations
These may be obtained for outstanding work in any area including sport, music or drama, for particular helpfulness of effort. One commendation is equivalent to three credits.

Awards
21 credits, or 7 commendations, or a combination of the two, will result in an award, for which a certificate is presented by Heads of School. These certificates can be kept for a student’s personal folder.

Credits, Commendations and Awards Stairway

As used in the Student Planner

3 credits = 1 Commendation.
7 Commendations = 1 Award
After an award, students start on the next level.

Silver
Parents are informed via the planner and Awards Certificates are awarded by Heads of School.

**Inclusion**

As an integral part of the Academy's Behaviour Management strategy, additional support for students may be provided by the Inclusion Team or Inclusion Panel at any stage.

**In Class Support/ Individual Support**

In-class support can be arranged for students in subjects where they experience particular difficulties. Support for students with emotional and/or behavioural difficulties may be offered by the dedicated EBD teacher or specialist teaching assistants, and strategies will be discussed with the class teacher. Occasionally, students may be withdrawn from class – mainly PSHCE – by the EBD teacher to review their progress and set future targets for achievement. The EBD teacher liaises with parents and staff as necessary, especially if there is a perceived need for additional support.

**Learning Mentors**

Another option for students experiencing difficulties is to be allocated a Learning Mentor. It is the role of the Learning Mentor to explore with the student a range of methods to engage them back into effective learning. The Learning Mentor will meet regularly with the student on an individual or group basis and will closely monitor the student's progress, working in partnership with class teachers and the pastoral team.

**Academy Welfare Co-ordinator (CWC)**

Where a social, emotional or family issue is affecting a student's work, a referral may be made to the Academy Welfare Co-ordinator. Support is offered through one-to-one sessions, using counselling methods which best suit 'in school' limited intervention. The CWC can help to sort our work-related problems, talk with parents and other agencies. The CWC also targets students with significant attendance concerns.

**Academy Educational Psychologist**

Students at the Academy have access to the services of a consultant Educational Psychologist on a regular basis. Services offered directly to students and their families include assessment and consultation, counselling and advice in the areas of learning and behaviour, and other developmental issues.

**Individual Education Plan (IEP) – learning or behaviour**

A list of targets and strategies is drawn up for all involved to enable the student to focus on key areas. An IEP is generated by SENCO in consultation with others for students with learning difficulties or persistent behaviour issues. This strategy can be employed at any stage.

**Pastoral Support Programme (PSP)**

This is a multi-party intervention to help individual students to better manage their behaviour. The programme will be agreed with parents, Head of School and/or Head of Year and other parties as appropriate. A PSP must be employed for students at risk of permanent exclusion when all prior strategies have not produced desired outcome. Students on a PSP are monitored through an individualised report.
Links with outside agencies

The Inclusion Team and pastoral staff work very closely with a range of external networks to further support students, including the police, youth services, Connexions, Local Authority Health Services (including mental health services), external counselling services, Education Business Partnership and Alcohol/Drugs awareness groups.

Sanctions

“The sensitive use of reprimands and sanctions is an effective means of cutting short, inappropriate behaviours. However, the inappropriate use of reprimands and sanctions can exacerbate or compound a pupils’ or groups’ poor behaviour.” (Elton Report)

When imposing sanctions we need to keep the above in mind. It is also important that we remember to:

- Examine the behaviour and not criticise the student
- Use private rather than public reprimands wherever possible
- Be consistent when dealing with students and when implementing the Behaviour Policy.

It is also important that once a sanction has been imposed the student is made aware that the incident is over and they can make a fresh start.

It is important to acknowledge that the initial responsibility for dealing with student behaviour will generally rest with the class teacher.

Consequences and Sanctions

Any sanction should be appropriate and it is expected that behaviour will improve as a consequence.

Range of Appropriate Strategies includes:

- "sanction" in planner
- Discussion with an appropriate member of staff
- Verbal warning
- Event slip documenting incident and action
- Note in planner
- Letter home
- Parents informed / called in
- Individual staff detention or Subject / Year / Heads of School detention
- School report or subject specific report (Department / Form Tutor / Head of Year / Head of School)
- Contract – student, staff, parent
- Privileges removed
- Community service
- Student withdrawn from class
- Student withdrawn for a number of lessons
- Individual Education Plan/Pastoral Support Programme/Personal Education Plan (for looked after children)
- Fixed term exclusion
• Permanent exclusion
• These may be given by members of staff for reasons such as not completing homework, forgetting the right books or equipment, poor behaviour or otherwise contravening the Academy Code of Conduct.

**Use of detention**

During a detention, strategies that may be used to address a student's behaviour or achievement could include:

• Discussion with the student.
• Reinforcing expectations for behaviour and/or learning.
• Setting achievable, short term targets.

The content of a detention and the discussions between student and teacher will vary according to individual circumstances, but at all times the aim is to allow students to address areas of concern and to improve in these same areas.

Staff must ensure that details of any incident leading to a detention are recorded appropriately.

**DETENTIONS AVAILABLE:**

• 15 minutes

  **NB Prior notice must be given for detention that is intended to last longer than 15 minutes.**

• Individual Staff Detention 15 – 45 minutes *
• Department Detention 30 - 45 minutes
• Year Detention 1 hour
• Head of School Detention 1hr 30mins

  **(Late Detention 1 hour)**

• The detention information should be recorded in the student's planner on the appropriate page.
• Please make sure that the date and place are clearly recorded.
• When the detention is completed remember to sign the detention off on the detention page.
• Heads of Departments should be notified for their information.

**WHAT TO DO IF A STUDENT FAILS TO ATTEND:**

**Illness or absence from school on the day of the detention**
1. The register / form tutor will need to be checked to see if the student has a legitimate reason for absence from the detention.
2. The student must have the re-arranged date written in to their planner.

**If the student has been in school but has failed to attend the detention**
1. The form tutor should be notified and an alternative time set for the original detention.
2. In addition, the Form Tutor and Head of Year should be informed. Parents may be contacted and a further detention / sanction may be applied
3. Members of staff responsible for Year and Head of School detentions will arrange for parents to be informed of students failing to attend these detentions.

*Students who have received a number of individual staff detentions in one particular subject area should be seen by the Head of Department and placed on department report.*

**BEHAVIOUR AND DISCIPLINE STRUCTURE**

<table>
<thead>
<tr>
<th>STAGE ONE</th>
<th>Class teacher</th>
<th>Immediate intervention</th>
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<tr>
<td></td>
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<td>In the first instance, student misbehaviour, within the classroom, should be dealt with by the classroom teacher, employing a range of strategies and sanctions. Possible strategies could be verbal warning, note in day book to parents or moving the student within the class. Students will progress from this stage only after a range of strategies have been employed. If problem continues then student moves to Stage Two.</td>
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<tr>
<th>STAGE TWO</th>
<th>DEPARTMENTAL INTERVENTION</th>
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<td></td>
<td>The HOD will be informed of problem and a range of strategies employed by the department. These include a departmental detention, keeping a report of student behaviour in departmental lessons and communication with parents. While HOD is responsible for intervention the FT should be informed and clear records of all actions kept. If problem persists then student moves to Stage Three</td>
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<tr>
<th>STAGE THREE</th>
<th>PASTORAL INTERVENTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If a student’s behaviour has reached stage two in more than one subject area or has not been resolved by the department the FT and HOY should intervene and deploy a range of further strategies and sanctions. These could include placing student on report to FT or HOY for all lessons, use of year detention and interview with parents. HOS should be informed and clear records of all actions kept. If problem continues student moves to Stage Four</td>
</tr>
</tbody>
</table>


STAGE FOUR
HOS INTERVENTION

If behavioural problems persist, or for a serious breach of discipline, the HOS should intervene.
Possible sanctions should include a report to HOS, removal from lessons, pupil contract and parental interview. A pastoral support programme should be drawn up.
Fixed term exclusion may be appropriate with the approval of DP.
DP should be informed of all actions taken and a clear record kept.
If problems persist student progresses to Stage Five

STAGE FIVE
SENIOR MANAGEMENT INTERVENTION

The DP should have direct intervention when all other stages have been exhausted and a concise and precise record maintained.
Intervention could come in the form of fixed term exclusion, internal exclusion, a pastoral support programme and a parental meeting.
Principal and governors informed.
Permanent exclusion a final option once all other options failed

Note:

The Academy values constructive contact with home. The benefits are usually entirely positive, and generate the feeling that our approach to behaviour is one of collaboration.

However, to ensure consistency is maintained and that accurate records are kept, staff are asked to adapt the following guidelines.

- by phone. Please make a brief note of the conversation and the outcome, pass to the office for filing / copying

- by letter. All written communication to parents should be prepared by the office (i.e. adapting drafts to headed paper, ensuring correct names and address are used and circulating copies as required)
Please bear in mind that e-mails are a written form of communication and, particularly when writing to parents, their content must be carefully considered.

- meeting a record should be kept of any meeting that takes place with parents, and passed to the office for filing / copying
Report Cards

Procedures/Guidance for Use of Report Cards

Aim of report: To support students in the management of their behaviour / learning and raise achievement.

Report cards should be viewed as supportive not punitive. They can be used:

- To identify areas of difficulty.
- To set achievable, short term targets.
- To provide individual, focused contact with an appropriate member of staff.
- To reinforce the Home-School partnership.
- To facilitate and link to academic tutoring.

Report cards are all of a similar appearance:

- Form Tutor report - Green card
- Head of Year report - Orange Card
- Head of School report - Red Card

Students should hand their report card to teachers at the start of every lesson. They are expected to take the report card home each evening and get it signed by their parent / guardian. At the end of their time on report, students should complete the section at the back to help reflect on how they have got on.

Staff are asked to refer to the targets on the front of each report card when they write in their comments at the end of a lesson.

A student should not stay on the same report for more than two weeks (three at a stretch). Either they have done well enough to come off report or they have not responded to their targets and should move up to the next stage. A student who is on Head of School report and failing to respond positively would be in danger of temporary exclusion or similar. Report cards should be filed after use.

Exclusions

Please also see separate Academy policies on Fixed Term and Permanent Exclusions.

Exclusion

If a student continues to show disregard for the Academy Code of Conduct and (in most cases) having tried alternative strategies, then it may be necessary to consider exclusion from lessons:

Internal Exclusion- This may take effect if a student is disruptive in lessons and makes it difficult for other students to learn. Work is undertaken in the Academy, supervised by a senior member of staff.

Temporary Exclusion- This occurs when a student has to be removed from the Academy. This is a serious sanction and following an exclusion parents are asked to come in to Academy with the student to discuss further strategies.
Permanent Exclusion - This occurs in exceptional circumstances at the discretion of the Principal.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Use of Report Cards in Relation to “Stages”</th>
<th>Suggested action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Students reaching stage 1:\n\n• Department report may be used</td>
<td>• Phone call home\n• Individual detention</td>
</tr>
<tr>
<td>2</td>
<td>If a student shows evidence of persistent and sustained failure to follow the code of conduct and has not responded to support given at stage 1.\n\n• Department report</td>
<td>• Phone call / letter home\n• Subject Detention</td>
</tr>
<tr>
<td>3</td>
<td>If a student shows evidence of persistent and sustained failure to follow the code of conduct and has not responded to support given at stage 2.\n\n• Form Tutor report\n• Head of Year report</td>
<td>• Letter home\n• Meeting with parent(s)\n• Year detention</td>
</tr>
<tr>
<td>4</td>
<td>If a student shows evidence of persistent and sustained failure to follow the code of conduct and has not responded to support given at stage 3.\n\n• Head of School report.</td>
<td>• Meeting with parent(s)\n• Head of School detention\n• Internal / Fixed term exclusion\n• Student contract\n• PSP</td>
</tr>
<tr>
<td>5</td>
<td>If a student shows evidence of persistent and sustained failure to follow the code of conduct and has not responded to support given at stage 4.\n\n• Report cards may not be appropriate</td>
<td>• Contact home – parent(s) must come for interview.\n• PSP\n• Fixed term / Permanent exclusion\n• Alternative action</td>
</tr>
</tbody>
</table>

At any stage members of staff may arrange a parental meeting.

This policy is subject to periodic review.
December 2003
HABERDASHERS' ASKE'S KNIGHTS ACADEMY

Policy Statement

FIXED TERM EXCLUSION OF STUDENTS

The Academy is committed to educational inclusion and we employ a range of strategies to reduce the risk of disaffection, truancy, absence and the need for fixed term and permanent exclusion.

All exclusions are serious and only happen rarely when

i. appropriate alternative sanctions and/or inclusion strategies have been tried and failed to secure the desired behaviour standards on the part of a student

ii. a major incident of indiscipline occurs and it is deemed appropriate for the student to be out of the Academy

In line with DfES guidance, no student will be excluded for one or more fixed periods in excess of 45 school days in one school year.

Fixed term exclusion of students for periods up to 10 days

The decision to exclude a student from the Academy for up to 5 days will be at the discretion of the Senior Deputy Principal. In this event, the student’s parents will receive a letter summarising the circumstances giving rise to the exclusion and inviting them to an interview with senior staff on the student’s return to the Academy.

The fixed term exclusion of a student from the Academy for between 6 - 10 days will be at the discretion of the Principal. The student’s parents will receive a letter summarising the circumstances giving rise to the exclusion and inviting them to an interview with the Senior Deputy Principal and/or the Principal on the student’s return to the Academy.

The Head of Year will ensure that work is organised for all students on fixed term exclusion and this will be sent home if necessary.

Before any decision is made to exclude a student, thorough investigation will occur. This may include taking statements from other students, discussions with the student’s teachers and Head of School, a review of the student’s file and past history at the Academy.

Fixed term exclusion of students in excess of 10 days

All relevant information will be brought to the attention of the Principal by Senior Staff. This will be considered carefully in the light of the Principal’s
professional experience and knowledge. The good of the student involved, including the time in the student’s career and the effect on the rest of the student body will be the main factors.

In the event of fixed term exclusion in excess of 10 days the student’s parents will receive, either by post or at interview:

i. a summary of the circumstances giving rise to the exclusion

ii. a clear statement that there are no circumstances in which the student should return to the premises without the prior approval of the Principal for the duration of the designated exclusion period.

iii. notification of the right to appeal in writing to the Governing Body. Parents must give reasons for the appeal and it must be within 14 days of the date of the letter of exclusion and addressed to the Chairman of Governors at the Academy.

Work will be set for the student by the Academy.

If the parents appeal against the decision of the Principal, they shall be invited by the Clerk to the Governors to attend within fourteen term-time days of the notice of appeal, a meeting of the following parties:

i) the parent(s)/guardians(s) of the excluded student and a ‘friend’ if required. The student should be available at the request or approval of the Chairman of the Governing Body’s Committee.

ii) not less than two members of the External Liaison Committee of the Governing Body.

iii) the Principal and any member(s) of staff having pastoral responsibility for the excluded student

The Clerk shall circulate to all persons entitled to attend, notice of the meeting along with copies of any correspondence relevant to the exclusion.

The meeting shall be conducted as follows:

i) a Governor, nominated by the Chairman of the External Liaison Committee, shall chair the meeting.

ii) the Clerk shall act as scribe

iii) with all parties present, the Principal shall be invited to place before the meeting the circumstances giving rise to the permanent exclusion

iv) the parent(s)/guardians(s), shall be invited to present their appeal against the exclusion
v) all parties, except the Governors and the Clerk shall retire, while the appeal is considered

vi) the decision of the Governors shall be communicated in writing within 24 hours of the meeting to the Principal and the parent(s)/guardian(s) and reported to the next meeting of the External Liaison Committee.

In the event that the parents/guardians do not attend the meeting to which they have been invited, the Governors present shall be entitled to take a decision on the basis of the evidence available to them.

This policy is subject to review.

January 2004
PERMANENT EXCLUSION OF STUDENTS

1. Permanent exclusion is regarded as a very serious matter. It happens rarely and only:
   i) in response to a serious breach or breaches of the Academy's behaviour and discipline policy;
   ii) when alternative sanctions and strategies, if appropriate, have been tried and failed to secure the desired behaviour standards on the part of the student;
   iii) if allowing the student to remain in the Academy would seriously harm the learning or welfare of the student or other students in the Academy.

2. In such cases all matters relating to the student and the incident(s) will normally be brought to the notice of the Principal by a Senior Deputy. These matters will be very carefully considered in the light of the Principal's professional experience and knowledge. The good of the student involved, including the time in the student's career and the effect on the rest of the student body will be the main factors.

3. If the Principal decides that permanent exclusion is the correct course of action she will recommend this to the Chairman of Governors accordingly in order to seek his/her agreement before taking action.

4. In the event of a permanent exclusion, the following course of action must be adhered to:
   i) the parent(s) of the student will be invited to a meeting with the Principal at which she will discuss the proposed permanent exclusion with them.
   ii) written confirmation of the decision to exclude permanently, accompanied by the following information, must be sent to the student's parent(s) within one school day. It must include:
      a) a summary of the circumstances giving rise to the permanent exclusion.
      b) a clear statement that there is no circumstance in which the student should return to the premises without the prior approval of the Principal.
      c) advice that the parent(s) have the right to appeal in writing to the Governors giving reasons for their appeal.
and that any proposed appeal should be made within fourteen days of the date of the letter of notification of exclusion and should be addressed to the Clerk to the Governors.

5. Work will be set for the student by the Academy until the student is taken off roll.

6. If no appeal is submitted, the student's name shall be removed from the roll fourteen days after the date of the letter confirming the decision to exclude.

7. If the parents appeal against the decision of the Principal, they shall be invited by the Clerk to the Governors to attend within fourteen term-time days of the notice of appeal, a meeting of the following parties:

   i) the parent(s) of the student who may be represented or accompanied by a legal representative or by a friend who has been known to the student for at least six months prior to the incident giving rise to the exclusion.

   ii) the student, if he/she or his/her parent(s) so request(s).

   iii) an Appeals Panel consisting of not less than three members of the Governing Body none of whom shall have been involved in any way in the decision to exclude the student.

   iv) the Principal and any member(s) of staff having pastoral responsibility for the excluded student

The Clerk shall circulate to all persons entitled to attend, notice of the meeting along with copies of any correspondence relevant to the exclusion.

8. The meeting shall be conducted as follows:

   i) a Governor, nominated by the Chairman of the Standards Committee, shall chair the meeting.

   ii) the Clerk shall act as scribe

   iii) with all parties present, the Principal shall be invited to place before the meeting the circumstances giving rise to the permanent exclusion

   iv) the parent(s), shall be invited to present their appeal against the permanent exclusion

   v) all parties, except the Appeals Panel and the Clerk shall retire, while the appeal is considered

   vi) the decision of the Appeals Panel shall be communicated in writing within 24 hours of the appeal meeting to the Principal and
the parent(s) and reported to the next meeting of the Standards Committee.

vii) all documentation, save one file copy to be held in the Academy, to be destroyed after the appeal meeting.

9. In the event that the parent(s) do not attend the meeting to which they have been invited, the Appeals Panel shall be entitled to reach a decision on the basis of the evidence available to them.

10. The decision of the Appeals Panel is binding on all parties.

This policy is subject to periodic review.
HABERDASHERS' ASKE'S KNIGHTS ACADEMY

ARRANGEMENTS FOR THE APPOINTMENT OF CHIEF EXECUTIVE OFFICER (CEO) & PRINCIPALS

APPOINTMENTS

Introduction

1. The Trust will employ all staff at the Academy and as such will have ultimate responsibility for their appointment, salary, terms and conditions. Staffing appointments will be delegated to the CEO, Finance Director and Principal. The capability, discipline and dismissal of the CEO, Finance Director and Principals of the Academy will lie with the Trust, which will create a clear policy for appointment which will involve members of the Federation Governing Body.

2. The Trust will ensure that there are clear policies and procedures relating to the appointment of the CEO, Finance Director and Principals. These will be laid down in the Trust's Employment Policies and Procedures for Leadership and Management positions and will be contained within contracts for the employment of the CEO, Finance Director and Principal of the Academy.

3. The Trust will be committed in all matters, as well as in its role as an employer, to all the conditions laid down by equalities and non-discrimination legislation. (i.e. the Sex Discrimination Act (SDA) 1975, the Race Relations Act (RRA) 1976, the Disability Discrimination Act (DDA) 1995, the Sex Discrimination (Burden of Proof) Regulations 2001 as well as the Human Rights Act 1998) and will seek to maximise the benefits inherent in the creation of a highly skilled and diverse work force drawn from all sectors of society.

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15.12.03
4. The Principal and Deputy Principals (Curriculum) will be qualified teachers with experience of senior posts responsible for the management of teaching and learning. The Finance Director will similarly be appropriately qualified and experienced.

5. A range of advisers including qualified legal advisers and human resource consultants will be retained and their advice will be sought as and when appropriate for expert advice on all matters relating to contracts of employment including the contracts of employment for the CEO, Finance Director and Principals and other staff.

6. Job descriptions will be prepared outlining the duties and responsibilities of the roles. (Drafts to be attached).

7. A person specification for each post will be prepared by the Trust to outline the required characteristics and attributes of the ideal candidates. Applicants for these posts will be shortlisted and selected according to their ability to meet the requirements of the person specifications and core duties of the job descriptions.

The Selection Committee

8. The Trust may delegate some or all aspects of the final appointment of the CEO, Finance Director and Principals to a Selection Committee.

9. The Trust will appoint a Selection Committee which will consist of three members of the Federation Governing Body. The Chairman of the Academy's Governing Body will normally be one of the above.

10. The Selection Committee may appoint additional advisors for specific tasks as it deems appropriate. The Selection Committee may seek

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15.12.03
advice of such people as it deems appropriate and use them in the interviewing and assessment process.

Procedures

11. The Trust will ensure the establishment of suitable procedures to secure a good field of candidates. The selection process will mirror the best practice currently available within both the public and private sectors.

12. Administration of the appointment process will be handled by the Federation's HR Department acting on behalf of the Selection Committee. They will manage the process of advertising and arrangements for short-listing, reviewing references and interviewing. Dates for advertising, short-listing, interviewing and other interviewing arrangements will be agreed before the job has been advertised. Applicants will be informed of the process when they receive the application form.

Advertising

13. The Selection Committee will be responsible for the wording and the placement of the advertisement(s). Advertisements for the position of CEO, Finance Director and Principals will normally be placed in the "Times Educational Supplement" and/or in such publications as are considered appropriate.

14. Advertisements will contain the Trust name and charity number (to be confirmed). Advertisements will state that the position requires Enhanced Disclosure.

15. Applicants will receive an information pack promptly after their enquiry. The pack will include:

(l) An application form
Every vacancy will be advertised. The Selection Committee will, however, be fully entitled either to invite an application from within the Trust or the Academy or to approach a specific individual either directly or by using a headhunter. Candidates who have been recruited from outside the normal advertised route must be able to demonstrate that they can meet the selection criteria, and will then join the interview and selection process alongside any candidates who have applied in response to the external advertisement. At this stage all applicants will be subject to the same interview and selection process.

**Short listing and selection**

The criteria for short listing and for selection will match those of the job and person specifications to ensure that the short listing and selection is carried out fairly and systematically.

The Selection Committee shall:

(i) Interview at least once such of those applicants as attend for the purpose,

   and

(ii) Where they consider it appropriate to do so, recommend to the Trust the appointment of one of the applicants interviewed by them.

If the Selection Committee does not recommend a person to the Trust, or the Trust do not approve their recommendation, the Trust:

EMS/SVH/academy
15.12.03
(i) May, if they think fit, re-advertise the vacancy in the same manner as originally required, and
(ii) Whether or not they re-advertise the vacancy, may require the panel to repeat the steps taken previously.

20. Where the Trust approves a recommendation of the Selection Committee, the Trust shall appoint the person recommended by the committee unless any staff qualification requirements which are applicable in relation to the appointment are not met.

21. Where the vacancy is for the post of CEO, Finance Director or Principals and either the post has not been filled, or it appears to the Trust that the post will not be filled by an appointment made in accordance with the above procedures before the date on which it falls vacant, the Trust may, in full consultation with the Academy Governing Body, either:
   (i) engage, or
   (ii) make arrangements for the engagement of a person to provide services as Acting, otherwise than under a permanent contract of employment.

23. The Trust may, in connection with any absence of the person for the time being holding the post of CEO, Finance Director or Principal take either of the steps mentioned above for the purpose of temporary appointment.

24. The Trust in consultation with the Academy Governing Body undertakes to ensure procedures for agreeing targets and for monitoring performance with the CEO and Finance Director. The CEO will monitor the performance of the Principals and the Finance Director jointly with the Governing Body. The procedures for agreeing and monitoring targets will be laid down in the Trust Employment Policies and Procedures for Leadership and Management positions.

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Implementation Phase

Salary and Conditions of Service

25. The Trust undertakes within the Implementation phase and in good time to publish arrangements for making appointments for the positions of CEO, Finance Director and Principals. The Trust will appoint a Principal and Finance Director at least a year in advance of the opening of the Academy and Deputy Principals approximately six months in advance of the opening.

26. The salary and conditions of service for the Federation's Leadership (CEO, Finance Director, Principals and Deputy Principals) will be agreed by the Trust taking into account the qualifications and experience of the successful candidate(s).

27. The Trust undertakes within the Implementation Phase and in good time to publish the Trust Employment Policies and Procedures for all Leadership, Management, teaching and non-teaching positions.

28. The Trust will undertake to ensure procedures for agreeing with the CEO, Finance Director and Principals Designate:

- The final detailed staffing structure for the Academy
- The Trusts Employment Policies and Procedures for all teaching and support staff.
- The interim School Development Plan

29. The Trust will undertake to ensure that there will be agreed procedures for monitoring and reviewing progress toward meeting the targets set for the Principal and Deputy CEO, Finance Director and Principals.

Grievance, Capability, Discipline, Dismissal

30. The Trust will undertake, within the Implementation phase, to publish policies and procedures to cover Grievance, Capability, Discipline and the Dismissal of the CEO, Finance Director and Principals and all other staff of the Academy.

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15.12.03
31. The disciplinary and competency procedures together with the grievance procedure will be set out in the Trust Employment Policies and Procedures.
<table>
<thead>
<tr>
<th>Role</th>
<th>Position</th>
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<tbody>
<tr>
<td><strong>FEDERATION GOVERNORS</strong></td>
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<td><strong>CHIEF EXECUTIVE OFFICER</strong></td>
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<tr>
<td><strong>PRINCIPAL ASKS</strong></td>
<td><strong>PRINCIPAL MALORY</strong></td>
</tr>
<tr>
<td><strong>FEDERATION DEPUTY PRINCIPAL HEAD OF SIXTH FORM</strong></td>
<td><strong>CHIEF FINANCIAL OFFICER</strong></td>
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<td><strong>FEDERATION DEPUTY PRINCIPAL IT</strong></td>
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<td><strong>FEDERATION DEPUTY PRINCIPAL DIRECTOR OF STUDIES</strong></td>
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<td><strong>ASSISTANT PRINCIPAL ASKS</strong></td>
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<td>Curriculum Support</td>
<td>Curriculum Support</td>
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**MANAGEMENT AND ADMINISTRATION**

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<thead>
<tr>
<th>Role</th>
<th>Position</th>
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<tr>
<td><strong>FEDERATION REGISTRATION MANAGER</strong></td>
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<td><strong>FEDERATION FINANCE MANAGER</strong></td>
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<td><strong>MALORY ACCOUNTS SUPERVISOR</strong></td>
<td><strong>MALORY LEARNING RESOURCES MANAGER</strong></td>
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<td><strong>ASKS FACILITIES SUPERVISOR</strong></td>
<td><strong>MALORY LEARNING RESOURCES SUPERVISOR</strong></td>
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<td><strong>REGISTRATION STAFF</strong></td>
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<td><strong>LEARNING RESOURCES STAFF</strong></td>
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</table>
HABERDASHERS` ASKE`S KNIGHTS ACADEMY

RELIGIOUS STUDIES and COLLECTIVE WORSHIP

**Background:**
Religious Studies is a wide and relevant subject looking at a wide range of religions and religious beliefs reflected in the world and within our society. With 80% or more of the world's population belonging to a faith community, it is within religions that many people throughout history have found great inspiration and have shaped the world. An understanding of religion enables children of all ages better to understand the world in which we live and to show tolerance towards each other.

**Legal position:**
Religious Education in the Curriculum by law. From 1944 until 1988 it was the only compulsory subject. The Education Reform Act has continued to make Religious Studies compulsory by making it a part of the basic curriculum. Unlike the core and foundation subjects it is not subject to nationally prescribed attainment targets or programmes of study. These instead are locally determined by the SACRE (Standing Advisory Council for Religious Education) who have an obligation to provide an agreed syllabus.

**Collective Worship:**
The E.R.A. also requires that there is a daily act of Collective Worship. Both R.S and Collective Worship must be educational rather than confessional and in the County School must be non-denominational. They must reflect the fact that the religious traditions of Britain are in the main Christian, while taking into account the teaching and practices of the other principal religions in this country and the local community. We organise assembly according to a number of themes throughout the year. The theme is displayed on the assembly notice board, with resources and ideas to accompany each theme for staff and students to draw upon. Students meet each day for Collective Worship as Key Stage groups, Year Groups or in Form Bases for a 'Thought for the day' with their form tutor.

**Withdrawal:**
Parents have the right under the Education Act to withdraw their children from part or all of Religious Education and/or Collective Worship. It is deeply regretted when parents uphold this right as we have made a particular effort to provide a curriculum that is relevant and non-threatening to all. We always try to see any parents who wish to exercise their right to withdrawal to discuss our syllabus and their concerns. At present there are no students who withdraw from Religious Studies lessons. We make every possible effort to provided lessons where students do not feel their faith is threatened or questioned. Jehovah's Witness students are...
Haberdashers' Aske's Hatcham College RS department encouraged to use their own edition of the Bible and to write from their own viewpoint if appropriate. All students are encouraged to learn about and respect the views of others. If they wish on faith grounds not to produce a piece of work or participate in an activity in the classroom, they are encouraged to let us know so they can be given an alternative option.

There is a Jehovah's Witness Bible in each of the RE rooms and in the Libraries along with some other literature provided by some JW parents.

**Christian Union and Islamic Society:**
From time to time these run through the 6th form but overseen by the Subject Manager of RE. Sometimes Muslims use the Subject Manager's Office for midday namaz (prayers) and have been allowed to use it as a food free retreat during lunch times in Ramadan.

Christian Union and Islamic Society have both helped with taking Collective Worship and providing speakers in the past.

**Our ethos:**
We believe we are a dynamic and forward-looking department and we are proud of the part we play towards promoting excellence in the College. A student from HAHC after 5 years of R.S lessons and assemblies, (even without taking up the GCSE option), should have a broad knowledge and understanding of Christianity as well as Buddhism, Hinduism, Islam, Judaism and Sikhism and also some more limited understanding of Rastafari and if time permits, Chinese religion. In addition, through looking at a number of moral and ethical issues, especially at KS4, they should have received an understanding of "wider areas of morality including the way in which people's religious beliefs and practices affect their understanding of moral issues and the consequences their behaviour has upon the family and society" (Circular 1/94 p.16)
ANNEX 10D

THE ARCHITECTS DRAWINGS/SPECIFICATION OF THE ACADEMY NEW BUILD/REFURBISHMENT AS PREPARED UP TO RIBA STAGE C

The attached drawings show the design which both parties agree the Academy is to be built to and the materials which are to be used in the construction of the Academy.

Section 21 - available from local authority planning department
Annex 11

SCHEDULE OF APPROVALS BY SECRETARY OF STATE REQUIRED IN RELATION TO CAPITAL PROGRAMME TO ESTABLISH HABERDASHERS' ASKE'S KNIGHTS ACADEMY

1. DfES's specific approval and authorisation is required on the overall programme for the design, construction, refurbishment, adaptation, repair and equipment works for the establishment Haberdashers' Aske's Knights Academy. This will apply through all key stages and elements within the development and realisation of the project. In particular DfES approval is required at the points outlined at a-l below.

(a) Potential sites will be subject to analysis and feasibility appraisal to establish the degree of suitability whereby an academy project may be economically provided within specific programme requirements. Agreement will be sought with sponsors and their design team from the outset on this basis.

(b) Approval to the Project Brief and budgetary estimated costs, in meeting the aims and objectives of the Academy.

(c) Arrangements for the selection and appointment of the design team (including the project manager, architect, quantity surveyor and other professional assistance engaged in the capital works).

(d) The Project Manager's Project Execution Plan.

(e) The choice of contractual method (including arrangement to secure compliance with OJEC and other European and domestic legislation).

(f) Approval at early outline proposal stage (RIBA Stage 'C') demonstrating broad analysis of educational requirements, and DfES standards within the overall design concept and interpretation and development of the brief, supported by a professionally generated cost estimate/cost plan, programme, and report.

(g) Approval to proposals for outline planning submission.

(h) The plans, areas (including a schedule of accommodation), specifications and costs of building works: (at RIBA Stage D), demonstrating value for money, design co-ordination and compliance with all briefing (development) requirements and programme. Pre-tender approval on detail designs and likely tender costs.

(i) Arrangements for the selection and appointment of all contractors engaged in the capital works.

(j) The acceptance of tenders, placing of orders for the works, and copies of the contractor programme for the completion of the works.

(k) The Contract Sum, once approved will not be exceeded without prior approval of the DfES. The Department is committed to ensuring that the implications of any significant proposed changes to the scope and content of the cost plan and programme are fully understood and assessed for approval before implementation.

July 2003
(i) Arrangements for supervision the progress of capital works on a day to day basis, including the appointment of a named individual.

2. The Academy Trust will advise the DfES of any upturn in estimated costs and the effect of any such upturn on the programme through all stages of the project.

3. Payments shall be made to the Academy in respect of building works in accordance with agreed staged payments for professional services, project development through all key stages, and certified payments, by the design team/contractor administrator and project manager.

4. Officers of the DfES shall have access at all reasonable times to the site (by prior agreement with the contractor) and to the individual at 11 above.

5. Notification of the official handover of the building once practical completion has been achieved.


7. Approval and breakdown of the Final Account.
HABERDASHERS` ASKE`S KNIGHTS ACADEMY

Format and Timetable for Academy Development Plan

Each of the academies in the Federation will have a Development Plan. Each Academy Development Plan will be a working document which sets out in broad terms the direction to be taken over a three year period. The Action Plan for each current year will be a separate document.

All departments and sections of the Academy will have an annual Action Plan which follows the same format as the Academy Action Plan.

The Academy Development Plan will be updated annually, following a process of self-evaluation to identify areas for improvement. The self evaluation process will involve all the staff of the Academy and include the collection of the views of stakeholders (parents, pupils, governors, the community including employers). The stakeholder views may be samples to gain perceptions of different parts of the group. Other views, from HMI or consultants, some of whom may be Headteachers or Principals of Academies or Specialist Schools, will be sought. A review of the external environment including legislative and other changes which might impact on the work of the Academy will be included.

Budget planning will be an integral part of development planning.

A number of key areas are required to be in the Plan, these are:

**Corporate Strategy**, including
- Mission
- Values
- Strategic Objectives
- Key Performance Indicators, with target values over time

**Existing position**, based on the self evaluation and forming the starting point

**Curriculum strategy**, with development targets

**Financial strategy**, with forecasts and sensitivity analysis

**Accommodation strategy**, 

**ICT strategy**, indicating its support for curriculum and administration

**Marketing strategy**, with forecast student numbers

**Human Resources strategy**, with retention, recruitment, continuing professional development and performance management proposals

**Collaboration strategy**, including work with the other academy in the Federation, and other schools, the LEA, the wider community, sponsors, including national and global links
The writing of the Development Plan will be integral to the on-going work of managing the Academy. It is likely that the timetable for the Plan would be built around the financial year which for Academies is September to August.

**September:** Academy self-review cycle commences – identifying subjects and other aspects of Academy to be reviewed during the year.  
Analysis of examination results  
Departmental and sectional planning completed.

**October:** Parental ‘survey’  
Community and employers’ ‘surveys’  
Preliminary analysis of applications  
Senior staff complete review and analysis, using information from previous activities and the results from on-going self-review to evaluate previous year’s development plan.

**November:** Performance Management review based on the Staff Review cycle  
Curriculum Plan for next academic year in draft  
Staffing requirements to meet curriculum and other developments.

Governors meeting is in November.

Governors receive evaluation of previous year’s development plan.

**January/February:** Senior staff prepare draft of plan for next academic year, including contributions from all staff and student representatives.

**February:** Interim check of self review aspects and subjects.

**April:** Governors and Trustees receive draft plan and outline budget. All academy staff will be provided with opportunities to contribute at group and individual levels. Time will be allocated for departmental groups and cross curricular/random groups to make contributions.

**May:** Senior Staff complete final draft of Plan.

**June:** Final draft to Trustees, with Budget  
Departmental and sectional plans are prepared.

**July:** Updated and approved plan to be presented to staff at a full staff meeting. Budget managers informed of allocations. Review of students about to leave the Academy – exit interviews and surveys.
The development plans for the two Academies will follow the same format and be consistent in aims and ethos. They will fit within the context of the overall Federation Development Plan. This latter will be the responsibility of the Chief Executive of the Federation and the Federation Leadership Team.

**HABERDASHERS' ACADEMIES FEDERATION DEVELOPMENT PLAN STRUCTURE**

![Diagram of development plan structure]

Staff Reviews to be completed
Summary of Performance Management and CPD priorities
Self review of subject areas and other aspects completed

HMS/YVM
Dec 03
HABERDASHERS' ASKE'S KNIGHTS ACADEMY

Schedule of Legislation which Applies to Academies

This Annex does not provide an exhaustive list of the legislation which applies to Academies and is not in anyway definitive of the rights and obligations of Academies under the law generally. The emphasis of this Annex is towards education law and it is intended for guidance only. It does not assist with whether a legal provision applies to any particular case and cannot be a substitute for seeking legal advice on any issue.

Section A: Education Specific Legislation

Establishing the Academy

1. The Secretary of State's power to enter into a funding agreement with an Academy is contained in Section 482 of the Education Act 1996. The defining characteristics of an Academy are set out in that section and are that:
   a. it is an independent school which does not charge fees;
   b. it provides education for pupils mainly drawn from within the area of the school; and
   c. it has a broad curriculum with an emphasis on one or more subject areas as set out in the funding agreement.

2. Each Academy must be included in the register of independent schools maintained by the Registrar for England. An Academy must initially apply for provisional registration under Section 160 of the Education Act 2002 or until this section comes into force under Section 465 of the Education Act 1996. Such registration will only become final after inspection of the school on behalf of the Secretary of State. It is an offence under Section 159 of the Education Act 2002 or until this section comes into force under Section 466 of the Education Act 1996 to conduct an independent school which is not registered or provisionally registered.

3. The proprietor of an Academy is required to provide prescribed particulars to the Registrar and provide information regarding changes and dismissal of staff under the Education (Provision of Information by Independent Schools) Regulations 2003 or until these Regulations come into force under the Education (Particulars of Independent Schools) Regulations 1997 SI 1997/2918.

May 2003
Where an Academy Trust is a registered charity, it will have obligations under the Charities Acts regarding provision of financial information and any proposed changes of its memorandum and articles to the Charity Commission. Additional to this are the obligations placed on the Governors of an Academy by reason of their duties as trustees of a charity. This annex does not attempt to outline those duties or the requirements of Charity Law on an Academy Trust.

Where an Academy is a company limited by guarantee, it will have obligations under the Companies Acts, general company and insolvency law, which again this annex does not attempt to outline.

The Funding of Academies

Section 483 of the Education Act 1996 provides that an Academy may receive payments under the funding agreement in respect of both capital and current expenditure. The definitions of those terms are set out in this agreement.

An Academy shall receive funding from a Local Education Authority in respect of a child with special educational needs who is educated at the Academy to provide for the pupil's statemented provision under the Education (Special Educational Needs) (City Colleges) (England) Regulations 2002 (S.I. 2002/2071).

Land transfers

An Academy will almost always have its site transferred to it by the local education authority for no consideration on a voluntary basis and through normal private law means. However, if that route fails for some reason there is power in Paragraph 1 of Schedule 35A of the Education Act 1996 for the Secretary of State to transfer the land to the Academy by means of a scheme.

If an Academy should cease to function as an Academy or cease to use the land for its own purposes, then Paragraph 8 of Schedule 35A of the Education Act 1996 enables the Secretary of State to make a scheme to transfer the land from the Academy Trust back to the LEA which transferred it in the first place.

Curriculum and Assessment

An Academy must have a broad curriculum with an emphasis on a particular specified specialism or combination of specialisms which will be set out in the funding agreement. Section 482 (2) of the Education Act 1996

It is the duty of an Academy to provide all registered pupils during the relevant phase of their education with a programme of careers.
This funding agreement deals with the requirements as to curriculum for this Academy at clauses 21 to 25.

Under Section 329A of the Education Act 1996, the Principal/head teacher of an Academy may request the LEA to make a review of a child's educational needs under this section.

Clause 26 of this agreement requires the Academy to be bound by Section 402 of the Education Act 1996 as if it were a maintained school. This section obliges the school to secure that each pupil is entered for a prescribed public examination in each subject that he is being prepared for such an exam unless there are educational reasons not to do so or his parents request that he is not entered for the exam.

Provision of Education for children with Special Educational Needs

An LEA is required under the Education (Special Educational Needs) (City Colleges) (England) Regulations 2002 (S.I.2002/2077) to make payments to an Academy in respect of a child for whom a statement is maintained and is authorised to provide other assistance in that respect.

An LEA is obliged to educate a child with special educational needs in a mainstream school unless there is a statement maintained for the child and his parents do not wish for him to be educated in a mainstream school or it is not compatible with providing efficient education for the other children at that school. An Academy is a mainstream school for this purpose under Section 316 of the Education Act 1996.

The definition of "special educational needs" (SEN) is set out at Section 312 of the Education Act 1996.

The LEA in which the Academy is situated is responsible under Section 321 of the Education Act 1996 for securing the necessary provision for a child with SEN attending a school within its area where the child is brought to its attention as having or probably having SEN.

Planning and Organisation

The Academy has an obligation under Section 110 of the School Standards and Framework Act 1998 to adopt a home-school agreement for the school.

Requirements regarding those agreements are contained in Section 111 of the School Standards and Framework Act 1998.
The Academy will be subject to inspection by registered inspectors at regular intervals under *Section 10 of the School Inspections Act 1996*. The *Education (School Inspection) Regulations 1997 SI 1997/1966* provide the detailed legislation relating to school inspections.

The Academy may also be subject to inspection under section 163 of the Education Act 2002, which is expected to come onto force on the 1st September 2003.

**Behaviour and Discipline**

An Academy has no right to give corporal punishment. *Section 548 of the Education Act 1996*

A member of staff of an Academy may restrain any pupil at the school in limited circumstances in order to prevent the commission of a criminal offence, injury to a person, damage to property or to maintain good order and discipline at the school. *Education Act 1996 Section 550A*.

Academies are permitted to detain pupils after a school session on the same conditions as a maintained school as set out in *Section 550B of the Education Act 1996*. These conditions include a requirement that the head teacher must publicise within the school and to parents the fact that the detention of pupils after the end of a school session is one of the measures that may be taken as a means of regulating conduct. This detention must be reasonable and the pupil's parent must have been given at least 24 hours' notice in writing that the detention was due to take place. It is not unlawful in the absence of parental consent.

**Provision of Information**

The *Education (Provision of Information by Independent Schools) Regulations 2003*, or until they come into force, the *Education (Particulars of Independent Schools) Regulations 1997*, require the proprietor of a registered or provisionally registered school to provide the Registrar from time to time with particulars relating to the school prescribed in the Regulations.

The Governing Body is required to provide such information as may be prescribed by the Secretary of State under *Sections 537 and 537A of the Education Act 1996*. Such information may be published and is requested with a view to assisting parents in choosing schools for their children. The relevant regulations under this section are the *Education (School Information) (England) Regulations 2002 SI 2002/2897* and the *Education (School Performance Information) (England) Regulations 1999 SI 1999/1812*.

The Governing Body must distribute information about further education institutions in accordance with the regulations made under May 2003
Section 541 of the Education Act 1996; that is, the Education (Further Education Institutions Information) (England) Regulations 1995 SI 1995/2065.

28 An Academy is obliged to provide information and access to the premises under Section 117 of the Learning and Skills Act 2000 to a person involved in providing services under section 114 to encourage and assist participation by young people in education and training.

Charging of Fees

29 The funding agreement states at clause 33 that Academies are in the same position in relation to ability to charge fees to pupils as maintained schools are. The relevant legislation applying to maintained schools and applied via the funding agreement to Academies is as follows.

30 Section 450 of the Education Act 1996 sets out the general prohibition on charging for admission. This does not apply to:

a the admission of any person for the purpose of part-time education suitable to the requirements of persons of any age over compulsory school age;

b full-time education suitable to the requirements of persons who have attained the age of 19; and

c teacher training.

31 Section 451 of the Education Act 1996 prohibits a school from charging for any education provided during school hours, apart from tuition in playing a musical instrument in certain circumstances, and is applied to Academies by the funding agreement.

32 Provision is made in Section 452 of the Education Act 1996 to allow the charging of fees in some circumstances when the education is provided partly during and partly outside school hours. Academies are able to charge on this basis in the same way as maintained schools.

33 Sections 453 to 456 of the Education Act 1996 deal with the very limited circumstance in which maintained schools can require payment in relation to examination entry fees and provision of materials and transport to and from school. Academies must act as if these provisions applied to them.

34 If an Academy does propose to charge pupils in relation to optional extras on which fees are permitted then it must have a policy for doing so which is kept under review. (Section 457 of the Education Act 1996 contains this requirement in respect of maintained schools.)
Nothing in the provisions mentioned above prevents an Academy from inviting voluntary contributions for the benefit of the school or any school activities – as per Section 460 of the Education Act 1996 in respect of maintained schools.

**Miscellaneous provisions**

36 The following regulation impose obligations on Academies and other independent schools regarding the provision of information to the General Teaching Council for England:

the General Teaching Council for England (Disciplinary Functions) Regulations 2001 SI 2001/1268; and

the Education (School Teachers' Qualifications) (England) Regulations 2003 or until they come into force the Education (Teachers Qualifications and Health Standards) (England) Regulations SI 2000/2704.

37 The Education (Prohibition from Teaching or Working with Children) Regulations 2003 (SI 2003/1184) apply to Academies and enable the Secretary of State to direct that a teacher may not be employed on the grounds of misconduct, medical grounds or because he or she is not a fit and proper person to work with children or young people.

38 An Academy could be struck of the register of independent schools for employing someone whose employment is restricted – Section 468 of the Education Act 1996.

39 Sections 469 to 475 of the Education Act 1996 deal with the procedures for complaints against independent schools and their proprietors and the sanctions if complaints are found to be justified. Those provisions apply to Academies by virtue of their status as independent schools. These provisions are due to be superseded by sections 165-167 of the Education Act 2002 in September 2003.
Equal Opportunities

1. An Academy is bound to show due regard to the need to promote equality of opportunity between all people under Section 22 of the Sex Discrimination Act 1975 and Section 17 of the Race Relations Act 1976.

2. As employer, the Governing Body is bound by the Disability Discrimination Act 1995 in relation to the employment provisions and the rights of access to goods, facilities and services.

3. As a school, an Academy is bound by the Disability Discrimination Act 1995 in relation to providing information for pupils and parents.

4. Under Section 28A of the Disability Discrimination Act 1995, it would be unlawful for the Academy to discriminate against a disabled child as regards admission arrangements and the provision of education.

5. The Governing Body is bound under Section 28C of the Disability Discrimination Act 1995 to take reasonable steps to ensure that as regards admission arrangements and the provision of education disabled children are not placed at a substantial disadvantage in comparison with those who are not disabled.

6. As an independent school, an Academy is bound under Section 28D of the Disability Discrimination Act 1995 to prepare, review, revise and implement accessibility plans.

7. Under Section 28I of the Disability Discrimination Act 1995, parents can make a claim to the Special Education Needs and Disability Tribunal that a pupil has been unlawfully discriminated against. The Tribunal can make a declaration and such order as seems reasonable in relation to the Academy.

8. Section 28K of the Disability Discrimination Act 1995 provides for independent panels to hear disability discrimination cases relating to the non admission of pupils to Academies, if such appeal arrangements are set out in the funding agreement.

9. Section 28L of the Disability Discrimination Act 1995 provides for independent panels to hear disability discrimination cases relating to the permanent exclusion of pupils from Academies.

10. Section 28M of the Disability Discrimination Act 1995 provides for Academies to comply with a Tribunal Order if the Academy behaves unreasonably in complying with the order or fails to comply. The Secretary of State's direction may be enforced by a Court Order.

May 2003
11. In drawing up Equal Opportunities policies and Human Resources strategies, an Academy is bound to observe the Human Rights Act 1998 and to recognise that employees have freedom of thought, conscience and religion and the right not to be discriminated against on grounds such as sex, race, religion and political opinion.

12. In providing post 16 education and training, an Academy is bound by Section 23A of the Sex Discrimination Act 1975 to ensure that the facilities for education and training and organised leisure time occupation connected with education and training and any ancillary benefit or services for education are provided without sex discrimination.

13. In providing post 16 education and training, an Academy is bound by Section 18A of the Race Relations Act 1976 to ensure that the facilities for education and training and organised leisure time occupation connected with education and training and any ancillary benefit or services for education are provided without racial discrimination.

Information

14. An Academy is bound by the Data Protection Act 1998 in regulating the processing of information in relation to staff and pupils including the obtaining, holding, use or disclosure of such information.

Child Protection

15. An Academy will be obliged under Sections 27 and 47 of the Children Act 1989 to co-operate with the local authority where it's help is requested to enable the local authority to either fulfil its statutory duties in relation to vulnerable children, or to assist in an investigation to protect a child.

16. The Academy will need to draw up a policy in relation to child protection and OFSTED will inspect the school's arrangements in this area. Regard should be had to DfEE Circular 10/95 Protecting Children from Abuse: The role of the Education Service and to guidance issued in 1999 by several government departments acting jointly – Working Together to Safeguard Children.

Employment

17. The Governing Body is bound to observe the Transfer of Undertakings Protection of Employment Regulations 1981 (TUPE) in appointing staff who were previously employed in a predecessor school which transferred to the Academy.

18. As an employer with the power to draw up contracts detailing pay and conditions for its staff, the Governing Body is bound to observe the

19 As an employer, the Governing Body is bound to observe the Employment Rights Act 1996 in drawing up employment contracts and related policies.

20 As an employer, the Governing Body must be mindful of the Working Time Directive 1998 and the restrictions imposed on hours worked and leave taken.

21 Employees of an Academy are protected by the Employee Relations Act 1999 and have the right to be accompanied at disciplinary and grievance procedures.

22 The Academy must consider its own and its employees rights and duties when drawing up policies monitoring employees' personal e-mails and telephone calls under the Regulation of Investigatory Powers Act 2000.

Environment

23 An Academy is bound to comply with the Health and Safety at Work Act 1974 and in so doing:

   a make provision for securing the health, safety and welfare of persons at work,
   b protect others against risks to health and safety in connexion with the activities of people at work, and
   c protect others against risks to health and safety in connexion with the possession and use of dangerous substances.

24 An Academy is bound by the Environmental Protection Act 1990 and must be mindful of anti pollution legislation contained within it.

Procurement


May 2003