### Exemptions in full

Annex 2 – Recurrent Expenditure

### Partial exemptions [if any]

Nil

<table>
<thead>
<tr>
<th>Factors for disclosure of…</th>
<th>Factors for Withholding</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Further understanding of and increase participation in the public debate of issues concerning Academies</td>
<td>• DCSFs’ Commercial Interest would be prejudiced.</td>
</tr>
<tr>
<td>• To ensure Transparency in the accountability of public funds</td>
<td>• To reveal financial relationships between the SoS and the Academy Trust and others would prejudice ADs ability to obtain maximum VFM in future agreements.</td>
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</tbody>
</table>

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 the sections redacted were to be revealed under the FOI Act, DCSFs’ Commercial Interests would be prejudiced.
SUPPLEMENTAL FUNDING AGREEMENT

ST ALBAN'S ACADEMY

20 August 2009

Lewis Silkin LLP
5 Chancery Lane
Clifford's Inn
London EC4A 1BL

Ref: GRD/89215.26/1847109-9
Date: 13 August 2009
THIS AGREEMENT made 2009

BETWEEN

(1) THE SECRETARY OF STATE FOR CHILDREN, SCHOOLS AND FAMILIES ("the Secretary of State"); and

(2) ARK ACADEMIES ("the Company").

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the Secretary of State for Education and Skills ("the Previous Secretary of State") and the Company dated 29 August 2006 (the "Master Agreement").

WHEREAS by virtue of the Secretaries of State for Children, Schools and Families, for Innovation, Universities and Skills and for Business, Enterprise and Regulatory Reform Order 2007 the rights and obligations of the Previous Secretary of State are now vested in and are to be performed by the Secretary of State. References in the Master Agreement to the Secretary of State shall be treated as references to the Secretary of State as defined above.

1 DEFINITIONS AND INTERPRETATION

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

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

"the Academy" means the Academy initially to be established at the Site and called St Alban’s Academy;

"Capital Expenditure" shall include Capital Expenditure (as defined in the Master Agreement) incurred after as well as before the date on which the Academy opens;

"Chief Inspector" means H.M. Chief Inspector of Schools in England or his successor;

"EA 2005" means the Education Act 2005;

"the Council" means Birmingham City Council;

"LA" means a local authority;
"Minimum Period" means a period determined according to the following table:

<table>
<thead>
<tr>
<th>If at the time the Special Measures Notice is given the Academy shall have been opened for:</th>
<th>The Minimum Period will be</th>
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<tbody>
<tr>
<td>Less than 12 months</td>
<td>36 months</td>
</tr>
<tr>
<td>Less than 24 months but 12 months or more</td>
<td>24 months</td>
</tr>
<tr>
<td>24 months or more</td>
<td>12 months</td>
</tr>
</tbody>
</table>

"Site" means Angelina Street, Highgate, Birmingham B12 0UU;

"Total Authorised Expenditure" means the amount of Capital Expenditure which the Secretary of State will authorise to be spent under the Building Schools for the Future programme for the building of new buildings and/or the refurbishment of existing buildings for the Academy in accordance with the Funding Allocation Formula applicable at the time the development agreement to be entered into between the Council and the Company is to be entered.

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

2 **THE ACADEMY**

2.1 The Company will sponsor the Academy.

2.2 The specialism of the Academy will be Mathematics and Engineering.

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

2.4 The Academy is intended to open on 1 September 2009.

3 **CAPITAL EXPENDITURE**

3.1 Clauses 40-50 (inclusive) of the Master Agreement shall not apply to the Academy and the terms of this Clause 3 shall apply in their place.

3.2 The Secretary of State will provide funding to the Council for Capital Expenditure in relation to the Academy up to the Total Authorised Expenditure in accordance with the arrangements made under the Building Schools for the Future programme.
3.3 The Secretary of State will use his reasonable endeavours to enforce the terms and conditions of any grants made by the Secretary of State to the Council for the development of the Site in accordance with the terms thereof with a view to enabling the new building and/or refurbishment of the buildings intended to house the Academy and the related furnishings, equipment and fittings and fixtures to be available for use by the Company by not later than 1 September 2012.

3.4 If Capital Expenditure beyond that funded by the Secretary of State in accordance with clause 3.2 is required to meet the requirements of any legislation enacted or made after the date of this Agreement the Secretary of State will also fund such Capital Expenditure as the parties agree is required to meet such requirements.

4 NATIONAL CURRICULUM

4.1 The Academy will be a 11–19 school with 600 pupils in the Years 7 to 11 and up to 200 Sixth form students and will be funded on that basis by the Secretary of State.

4.2 The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced. The Company will ensure that, subject as provided in clause 4.3 below:

4.2.1 English, Mathematics and Science are taught to all pupils in years 7 to 11; and

4.2.2 the National Curriculum programmes of study for English, Mathematics and Science for the time being prescribed by the Secretary of State under section 87 of the Education Act 2002 are covered in full by the end of the final year of each Key Stage.

4.3 The Academy is not required to teach an individual pupil or group of pupils in one or more subjects where, in the opinion of the Principal, it is inappropriate to do so by reason of the pupil’s or group’s ability or attainment.

5 IMPLEMENTATION GRANT

The Secretary of State agrees to pay Implementation Grant to the Company in accordance with the budget set out in Annex 2 to this Agreement.

6 GAG AND EAG

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

7.1 Either party may give not less than seven years' written notice to terminate this Agreement, such notice to expire on 31 August 2016 or any subsequent anniversary of that date.

7.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or that the conditions and requirements set out in clauses 12 and 13 of the Master Agreement are not being met, or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.

7.3 Any such notice shall be in writing and shall:

7.3.1 state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or is not meeting the conditions and requirements of clauses 12 and 13 of the Master Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;

7.3.2 specify the measures needed to remedy the situation or breach;

7.3.3 specify a reasonable date by which these measures are to be implemented; and

7.3.4 state the form in which the Company is to provide its response and a reasonable date by which it must be provided.

7.4 If no response is received by the date specified in accordance with clause 7.3, the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.

7.5 If a response is received by the date specified in accordance with clause 7.3, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:

7.5.1 he is content with the response and/or that the measures which he specified are being implemented; or

7.5.2 he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or

7.5.3 he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
7.6 In the circumstances of clause 7.5 the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from directors of the Company and the Academy Governing Body 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 12 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 12 and 13 of the Master Agreement or the Company is in material breach of the provisions of this Agreement or the Master Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Company twelve months written notice to terminate this Agreement.

7.7 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 7.6 may be shortened to a period deemed appropriate by the Secretary of State.

7.8 The Secretary of State will, by not later than the end of December each year provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following financial year (the "Indicative Funding"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following financial year (the "Critical Year") and after taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 89 of the Master Agreement and such other funds as are available and likely to be available to the Academy from other academies operated by the Company ("All Other Resources"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current financial year.

7.9 Any notice given by the Company under clause 7.8 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 7.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

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

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

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

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

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

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

7.13 If the Expert determines that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent, and the Secretary of State shall not have agreed to provide sufficient additional funding to cover the Shortfall, then the Company shall be entitled to terminate this Agreement, by notice expiring on 31 August prior to the Critical Year. Any such notice shall be given within 21 days after (a) the Expert’s
determination shall have been given to the parties or (b), if later, the Secretary of State shall have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

7.14 If the Company shall have given notice to terminate the Agreement under clause 7.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons nominated by the Secretary of State as directors of the Company. The right to nominate additional directors shall be without prejudice to the right of the Secretary of State to appoint additional directors under Article 40 of the Articles if the conditions in Article 38 of the Articles are, or become, satisfied.

7.15 The Secretary of State may at any time by notice in writing terminate this Agreement forthwith if the Academy has ceased (except where such cessation occurs temporarily by reason of an event beyond the reasonable control of the Company) to operate as an Academy within the meaning of Section 482 of the Education Act 1996.

7.16 If:

7.16.1 the Chief Inspector shall have given a notice to the Company in accordance with s13(3) Education Act 2005 (the “Special Measures Notice”) stating that in his opinion special measures are required to be taken in relation to the Academy; and

7.16.2 not less than the Minimum Period after the Special Measures Notice, the Chief Inspector shall have carried out a subsequent inspection of the Academy in accordance with the EA 2005 and shall have made a report in accordance with the EA 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

7.16.3 the Secretary of State shall have requested the Company to deliver within 10 Business Days a written statement (a "Further Action Statement") of the action the Company proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and

7.16.4 the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Company is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise, the Secretary of State may by notice in writing to the Company terminate this Agreement forthwith in which case, for the avoidance of doubt, the provisions of clauses 8.2 and 8.3 shall apply.
8 EFFECT OF TERMINATION

8.1 In the event of termination of this Agreement however occurring the school shall cease to be an Academy within the meaning of Section 482 of the Education Act 1996.

8.2 If the Secretary of State terminates this Agreement for reasons other than that the Academy no longer has the characteristics set out in clause 7 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 12 and 13 of the Master Agreement or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State shall indemnify the Company.

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

8.4 The amounts and categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify the Company 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.

8.5 Subject to clause 8.6 and unless otherwise agreed between the Company and the Council in an agreement signed prior to the opening of the Academy on the termination of this Agreement, however occurring, the Company shall in respect of any of the capital assets owned by the Company and present at the Academy's premises on the date of termination:

8.5.1 if the Secretary of State considers that all or some of those assets need to be used for educational purposes by a person nominated by the Secretary of State promptly transfer to that person:-

(a) a proportion of the assets acquired by the Company which is the same as the proportion of the Capital Expenditure incurred by the Company to acquire such assets funded directly or indirectly by way of Capital Grant made by the Secretary of State, whether that grant was made on the establishment of the Academy or later; and

(b) any assets acquired by the Company from the Council for no or a nominal consideration, whether on the establishment of the Academy or later; or
8.5.2 if the Secretary of State confirms that a transfer under clause 8.5.2 is not required, the Company shall use its reasonable endeavours to sell such assets and shall pay to the Secretary of State on the disposal of assets:

(a) falling within clause 8.5.1(a) above, a percentage of the net proceeds of sale of those assets equal to the percentage of the Capital Expenditure incurred by the Company to acquire such assets funded directly or indirectly by way of Capital Grant made by the Secretary of State, whether that grant was made on the establishment of the Academy or later; and

(b) falling within clause 8.5.1(b) above, the net proceeds of sale of such assets.

For the purposes of this clause where assets were acquired for the Company at an undervalue the amount of that undervalue shall be treated as Capital Expenditure incurred by the Company to acquire such assets.

8.6 The Secretary of State may waive in whole or in part the repayment due under clause 8.5.2 if:

8.6.1 The Company obtains his permission to apply the proceeds of sale for its charitable objects; or

8.6.2 The Secretary of State directs all or part of the repayment to be paid to the Council.

9 **PUPIL WELL BEING; COMMUNITY COHESION; AND THE CHILDREN & YOUNG PEOPLE PLAN**

In operating the Academy and in providing community facilities the Company shall, so far as it is within the objects of the Company contained in its Memorandum for it to do so and is reasonably practicable:-

9.1 promote the well-being of pupils at the Academy (through its main activity of operating the Academy and through activities ancillary thereto);

9.2 promote community cohesion (through its main activity of operating the Academy and through activities ancillary thereto); and

9.3 have regard to any plan published by the Council under Section 17 of the Children Act 2004 or (if the Council is not required to published such a plan) any plan published by the Council setting out its strategy in relation to children and relevant young people provided that any such plan shall have been sent to the Principal of the Academy and to the Company at its registered office.

10 **DESIGNATED PERSON FOR CHILDREN IN CARE**
The Company will in respect of the Academy act in accordance with, and be bound by, all relevant statutory and regulatory provisions and as they apply at any time to a maintained school relating to the designation of a person to promote the educational achievement of registered pupils at the Academy who are looked after by a LA and will have regard to any guidance issued by the Secretary of State in relation to those designations. For the purpose of this clause, any reference to the governing body of a maintained school in such statutory and regulatory provisions, or in any guidance and code of practice issued pursuant to such provisions, shall be deemed to be references to the local governing body of the Academy.

11 EXCLUSIONS AGREEMENT

The Company shall, if invited to do so by a LA, enter into an agreement in respect of the Academy with that LA which has the effect that where:-

11.1 The Company admits a pupil to the Academy who has been permanently excluded from a maintained school, or another Academy with whom the LA has a similar agreement; or

11.2 The Company permanently excludes a pupil from the Academy;

payment will flow between the Company and the LA in the same direction and for the same amount that it would, were the Academy a maintained school, under Regulations made under Section 47 of the Schools Standards and Framework Act 1998 relating to the addition or deduction of a maintained school's budget following a permanent exclusion or the admission of a permanently excluded pupil. At the date of this Agreement, the applicable Regulation is Regulation 23 of the School Finance (England) Regulations 2008.

12 14-19 ENTITLEMENT

12.1 Subject as provided in clause 12.2 below the Company shall so far as is consistent with its obligations under clause 11 of the Master Agreement make arrangements to ensure that:-

12.1.1 a registered pupil at any Academy in the fourth key stage shall have the same curriculum entitlements as are conferred on a pupil in the fourth key stage at a maintained school by section 85A(1) of the Education Act 2002 (as amended); and

12.1.2 a course of study in the core subjects and a course of study in one of the entitlement areas is made available with effect from the commencement of the autumn term following such pupil's fifteenth birthday to any registered pupil at any Academy who is above compulsory school age but has not attained the age of 19.
12.2 Nothing in clause 12.1 shall require the Company:-

12.2.1 in making the arrangements described in clause 12.1 to incur expenditure which is disproportionate to the expenditure incurred by the Company in providing courses for other pupils in the fourth key stage; or

12.2.2 to make the arrangements described in clause 12.1 if to do so would not be reasonably practicable.

12.3 Nothing in this clause 12 shall confer any greater entitlements on a pupil than are conferred by section 85A(1) of the Education Act 2002 or section 3A of the Learning and Skills Act 2000.

12.4 The Company may make the arrangements referred to in clause 12.1 either at the Academy or, if it so decides, at any school or institution.

12.5 In making arrangements under clause 12.1 the Company shall have regard to any relevant 14-19 curriculum guidance issued from time to time by the Secretary of State or the Qualifications and Curriculum Authority.

12.6 For the purpose of clause 12.1, "course of study", "core subjects" and "entitlement areas" have the same meaning as in sections 3A, 3B and 3C respectively of the Learning and Skills Act 2000 (as amended).

12.7 The Secretary of State will review the arrangements in this clause 12 which relate to the 14-19 entitlement after one year from the Academy opening in the light of any representations concerning them he receives from the Company.

13 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

14 **ANNEX**

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

15 **THE MASTER AGREEMENT**

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

16 **ENGLISH LAW**

This Agreement shall be governed by and interpreted in accordance with English law.

The Corporate Seal of the Secretary of State
for Children, Schools and Families
hereto affixed was authorised by: 

B. Welch

Brett

on behalf of the Secretary of State

SIGNED by 

on behalf of the Company

89215.26/1847109-9
ANNEX 1

THE ADMISSION OF PUPILS TO ST ALBAN’S ACADEMY

GENERAL

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

2. The Academy Trust will act in accordance with, and will ensure that the Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code and the School Admission Appeals Code published by the Department for Children, Schools and Families ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or law to “admission authorities” shall be deemed to be references to the governing body of the Academy Trust.

3. Notwithstanding the generality of paragraph 2 of this Annex B, the Academy Trust will take part in the Admissions Forum set up by the LA and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA and the local in-year fair access protocol.

4. Notwithstanding any provision in this Agreement, the Secretary of State may:
   (a) direct the Academy Trust to admit a named pupil to St Alban’s Academy on application from a local authority. Before doing so the Secretary of State will consult the Academy Trust.

   (b) direct the Academy Trust to admit a named pupil to St Alban’s Academy if the Academy Trust has failed to act in accordance with this Annex B or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes.

4A The relevant faith body represented on the local governing body is the Church of England Birmingham Diocesan Board.

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

6. The Academy Trust shall prepare guidance for parents and relevant children about how the appeals process will work and provide them with a
named contact who can answer any enquiries parents may have about the process. The Academy Trust may, if it chooses, enter into an agreement with the LA or any other organisation for it to recruit, train and appoint appeal panel members, and to arrange for the process to be independently administered and clerked.

7. In paragraphs 5 and 6 above, ‘relevant children’ means:
   a) in the case of appeals for entry to a sixth form, the child, and;
   b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

Relevant Area

8. Subject to paragraph 9, “relevant area for consultation” means the “Relevant Area” determined by the local authority for maintained schools in the area (in accordance with the meaning of “Relevant Area” within the School Admissions Code).

9. If the Academy does not consider this meaning to be appropriate, it must apply to the Secretary of State by 1 August for a determination, setting out the reasons for this view.

10. The Secretary of State will consider the Academy’s application and will by 30 September either:
    a. determine the area for consultation; or
    b. determine that the meaning within paragraph 8 should apply.

11. The Secretary of State may consult the local authority before making such a determination

12. Within 14 days of the Secretary of State’s determination, the Academy will notify the consultees listed in paragraph 14 of the determination.

13. In the event of a paragraph 10a determination, a map of the relevant area (or a list of post-codes) will be attached as an appendix to this annex B.

ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

14. The Academy Trust shall consult the following parties on the Academy’s proposed admission arrangements by 1 March in the Academy Financial Year beginning two years before the Academy Financial Year which the admissions arrangements will be for e.g. March 2009 for admissions in September 2010, ("Determination Year"): 
a) The City of Birmingham (the LA).

b) The admission forum for the LA.

c) Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LA.

d) Any other governing body for primary and secondary schools (as far as not falling within paragraph c)) located within the relevant area for consultation.

e) Affected admission authorities in neighbouring local authority areas.

f) The Church of England Birmingham Diocesan Board.

g) Parents living in the relevant area for consultation whose children have attained the age of two but are not above compulsory school age and who are or will be eligible to apply to be admitted to the Academy;

h) Community groups which the Academy considers relevant;

i) Teaching unions if the consultation includes an increase in admission number.

Such consultation shall be in line with the requirements of the Codes and relevant admissions legislation, which at the date of this Agreement is section 89 of the School Standards and Framework Act 1998 as amended, and Regulations under that section.

15 From 2011-12, and for subsequent years, consultation in line with paragraph 14 is not required in any year where the following conditions are met:

a) the admission arrangements were consulted upon in one or both of the previous two years; and

b) there have been no changes, or proposed changes, since the last consultation.

16 As soon as any changes are made to arrangements, or proposed, the consultation cycle in paragraph 14 must be followed for the next determination year.

**Academies Trust’s Determination of Admission Arrangements**

17. The Academy Trust will consider comments made by those consulted in accordance with paragraph 14, including any requests to amend the proposed admission number, before determining the admission arrangements for the Academy.

18. The Academy Trust will determine the Academy’s admission arrangements by 15 April of the Determination Year and notify those consulted in accordance with paragraph 14 what has been determined within 14 days of that decision being made.
Representations about admission arrangements

19. Where the Academy Trust has determined the Academy’s admission arrangements and notified all those bodies that it has consulted in accordance with paragraph 14, if any of those bodies object to the Academy’s admission arrangements, including the proposed admission number, they can make representations to the Secretary of State. Any representations must be made by 30 June in the Determination Year.

Secretary of State’s Consent for Changes to Admission Arrangements

20. Where the admissions arrangements determined in a Determination Year in accordance with paragraph 18 are different to the admissions arrangements currently in existence for the Academy, the Academy Trust shall by 30 June in the Determination Year apply to the Secretary of State for him to consent to such amended admission arrangements.

Secretary of State’s Power to Accept, Modify or Reject Admission Arrangements

21. Where the Secretary of State has received any representations made in accordance with paragraph 19, the Secretary of State must consult the The Academy Trust on such representations. Following such consultation, by 31 July in the Determination Year the Secretary of State may direct that the Academy Trust amends the proposed admission arrangements for the Academy. The Academy Trust shall comply with any such direction.

22. Where the Secretary of State has received an application made in accordance with paragraph 20 seeking his consent to any amended admission arrangements, the Secretary of State must by 31 July in the Determination Year either approve the amended admissions arrangements or direct that the amended admissions arrangements are not implemented or must be modified. The Academy Trust must comply with any such direction.

Publication of Admission Arrangements

23. The Academy Trust shall each Determination Year publish the St Alban’s Academy’s agreed admission arrangements by:

   a) copies being sent to the persons consulted in paragraph 14;

   b) copies being sent to primary and secondary schools in the LA’s area;

   c) copies being sent to the offices of the LA;

   d) copies being made available without charge on request from the Academy;

   e) copies being sent to public libraries in the area of the LA for the
purposes of being made available at such libraries for reference by parents and other persons.

f) A copy being uploaded to the Academy’s website (if it has one).

24. The published admissions arrangements will set out:

a) the name and address of St Alban’s Academy and contact details;

b) a summary of the admissions policy, including oversubscription criteria and any arrangements for post-16 admission;

c) a statement of any religious affiliation if relevant;

d) numbers of places and applications for those places in the previous year; and

e) arrangements for hearing appeals.

Proposed Changes to Admission Arrangements by St Alban’s Academy After Arrangements Have Been Published

25. Subject to paragraph 26, once the Academy’s admission arrangements have been determined for a particular year and published, the Academy Trust will not make any change to such arrangements unless there is a major change of circumstances and the following procedures have been followed:

a) The Academy Trust has consulted those who were required to be consulted under paragraph 14 above on the proposed variation;

b) following such consultation, the Academy Trust has applied to the Secretary of State to approve the change setting out:

   i) the proposed change;
   ii) reasons for wishing to make such change;
   iii) any comments or objections to the proposal from those consulted; and

   c) following such application, the Secretary of State has provided his consent to the proposed variation.

26. The Academy Trust shall following the prior written agreement or direction of the Secretary of State vary the Academy’s admission arrangements where such changes are necessary to ensure compliance with the relevant provisions of admissions law or the Codes as they apply to maintained schools. Such changes may be made at any time.

27. Any changes to the Academy’s admission arrangements brought about through the variation processes in paragraphs 25 or 26 above must be
published within the Academy’s prospectus and website (if it has one) and be communicated within 7 days to those persons who must be consulted under paragraph 14.

28. The Academy Trust must make arrangements for a parent of a child who has attained the age of two but is not above compulsory school age and who has been, is or will be eligible to apply to be admitted to the Academy to make representations to the Secretary of State that any aspect of the Academy’s admission arrangements does not comply with the relevant provisions of admissions law or the Codes as they apply to maintained schools.

29. Where a representation is made in accordance with paragraph 28, the Secretary of State may, after consulting the Academy Trust, direct that the Academy Trust modify its arrangements for the admission of pupils to the Academy so that they comply with the relevant provisions of admissions law and the Codes as they apply to maintained schools. The Academy Trust must comply with any such direction.

30. Records of applications and admissions to the Academy shall be kept by the Academy Trust for a minimum period of ten years and shall be open for inspection by the Secretary of State.

PROCEDURE FOR ADMITTING PUPILS TO THE ACADEMY

Admissions Number

31. Until its new building is complete in 2012, the Academy Trust will apply the predecessor school’s existing arrangements. The agreed admission number for Year 7, subject to any changes approved or required by the Secretary of State is as follows:

a) 87 pupils in 2009/2010
b) 87 pupils in 2010/2011
c) 87 pupils in 2011/2012

From September 2012, when the Academy’s new building is complete, the admissions number for Year 7 shall rise to 120. From September 2012 St Alban’s Academy has an agreed admission number of 110 pupils for year 12 minus the number of pupils who progress from the Academy’s own Year 11. If all 110 places are taken up by internal pupils, no external pupils will be admitted.

32. In any specific year, the Academy Trust may set a higher admission number than St Alban’s Academy’s agreed admission number for an applicable year group. Before setting an admission number higher than its agreed admission number, the Academy Trust will consult those listed at paragraph 14. Pupils will not be admitted in any year group above the published admission number for that year group unless exceptional
circumstances apply and such circumstances shall be reported to the Secretary of State.

33. If the Academy admits a total of 26 pupils in excess of its admission number in any 3 year period it will determine a higher admission number, after consulting those bodies listed at paragraph 14.

**Process of Application**

34. Arrangements for applications for places at St Alban’s Academy will be made in accordance with the LA’s co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by the relevant local authority.

35. The Academy Trust will use the following timetable for applications to St Alban’s Academy each year (exact dates within the months may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the Birmingham LA Admissions Forum.

a) By September - The Academy Trust will publish in St Alban’s Academy’s prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (e.g. in September 2009 for admission in September 2010). This will include details of open evenings and other opportunities for prospective pupils and their parents to visit the school. The Academy Trust will also provide information in relation to St Alban’s Academy to the Birmingham LA for inclusion in the composite prospectus, as required;

b) September/October - The Academy Trust will provide opportunities for parents to visit St Alban’s Academy;

c) September/October – Common Application Form to be completed and returned to the Birmingham LA to administer;

d) November – Birmingham LA will send St Alban’s Academy an electronic list of pupils who have named the school as a preference. This data will include electronic home to school measurements;

e) December – The Academy Trust returns the list of pupils ranked in accordance with the school’s oversubscription criteria to Birmingham LA;

f) February – Birmingham LA applies agreed scheme for own schools, informing other LA’s of offers to be made to their residents.

g) 1st March offers made to parents.

36. From 2011-12 there will be a national closing date for applications as follows:

a) 31 October for secondary applications; and
b) 15 January for Primary applications

The Academy will ensure its application processes enable parents to apply before these deadlines.

Consideration of Applications

37. The Academy Trust will consider all applications for places at St Alban’s Academy. Where fewer than the published admission number for the relevant year groups are received, the Academy Trust will offer places at the St Alban’s Academy to all those who have applied.

Procedures where St Alban’s Academy is oversubscribed

38. Where the number of applications for admission is greater than the published admissions number, applications will be considered against the criteria set out below. After the admission of pupils with statements of Special Educational Needs where St Alban’s Academy is named on the statement, the criteria will be applied in the order in which they are set out below:

a) children in public care;

b) pupils whose siblings currently attend the school and who will continue to do so on the date of admission (for this purpose, “sibling” means a whole, half or step-brother or step-sister resident at the same address, including adopted children);

c) children currently attending, and who have been attending one of the following named feeder primary schools for at least one year:
   - Christ Church CE Primary, Claremont Road, Birmingham B11 1LF
   - St Thomas’ CE Primary, Great Colmore Street, Birmingham B15 2AT

(If there are more children applying from the named feeder primary schools than there are places, admission of pupils will be on the basis of proximity to the school using straight line measurement from the main entrance of the Academy to the centre point of the child’s home.)

d) other children living closest to the school using straight line measurement from the main entrance of the Academy to the centre point of the child’s home.

Note:

A child’s home is considered to be the child’s permanent residence. If custody of a child is shared, the address given should be that of the parent or carer with whom the child spends most of the school week.
Post 16 admission criteria

39 St Alban’s Academy will publish specific criteria in relation to minimum entrance requirements for the range of courses available based upon GCSE grades or other measures of prior attainment. Both internal and external pupils wishing to enter the sixth form will be expected to have met the minimum academic entry requirements. These entry requirements will be the subject of consultation with those listed in paragraph 14 and published in the academy’s prospectus and the LA composite admissions prospectus. Where the sixth form is undersubscribed, all applicants meeting the minimum academic entry requirements will be admitted.

St Alban’s Academy current Year 11 students who meet the minimum entrance requirements for sixth form provision based upon GCSE grades or other measures of prior attainment, will have an automatic right to progress from year 11 to year 12.

Where the number of applications exceeds the number of post-16 places available and after the admission of pupils with statements of Special Educational Needs where St Alban’s Academy is named on the statement, the criteria will be applied in the order in which they are set out below:

a) Children in public care

b) Other children living closest to the school using straight line measurement from the main entrance of the Academy to the centre point of the child’s home.

40. There will be a right of appeal to an Independent Appeals Panel for internal pupils refused transfer and external applicants refused admission.

Operation of waiting lists in Year 7

41. Subject to any provisions regarding waiting lists in the LA’s co-ordinated admission scheme, the Academy will operate a waiting list for each year group. Where in any year St Alban’s Academy receives more applications for places than there are places available, a waiting list will operate until a month after the admission date. This will be maintained by the Academy Trust and it will be open to any parent to ask for his or her child’s name to be placed on the waiting list, following an unsuccessful application.

42. Children’s position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraph 38, (or paragraph 39 for post-16) above. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for Admitting Pupils to Other Year Groups, Including To Replace any Pupils Who have Left St Alban’s Academy
43. From 2011-2012 local authorities will co-ordinate admissions for in-year applications and for applications for year groups other than the normal point(s) of entry. This will not affect Academies’ right to determine which applicants have priority for admission.

44. Subject to any provisions in the LA’s co-ordinated admission arrangements relating to applications submitted for years other than the normal year of entry, The Academy Trust will consider all such applications and if the year group applied for has a place available, admit the child unless one of the permitted reliefs apply. If more applications are received than there are places available, the oversubscription criteria in paragraph 38, or for post-16 places, paragraph 39, shall apply. Parents whose application is turned down shall be entitled to appeal.

Arrangements for Admission of pupils as St Alban’s Academy Builds to its Full Capacity

45. Admission to Year groups without a Published Admission Number will be based upon the size of teaching groups already existing in St Alban’s Academy and the efficient use of resources.

46. There will be a right of appeal to an Independent Appeal Panel for unsuccessful applicants.
INCLUSION (SEN)

ARRANGEMENTS FOR PUPILS WITH SEN AND DISABILITIES

Duty to have regard to the Code of Practice and other guidance

1. ARK Academies shall have regard to the Special Educational Needs Code of Practice (2001) and any guidance issued by the Secretary of State relating to sections 316 and 316A of the Education Act 1996. Any changes to be made to the provisions set out in this document must be approved in advance by the Secretary of State.

Duties in relation to pupils with SEN

2. For each ARK Academy, ARK Academies shall designate a person, who may be the head teacher, the chair of the local governing body or another Local Governing Body member as appropriate, who shall be the responsible person for the purposes of the following duties in relation to pupils with SEN.

3. ARK Academies shall:

use its best endeavours, in exercising its functions in relation to the school, to secure that, if any registered pupil has special educational needs, the special educational provision which the pupil’s learning difficulty calls for is made;

secure that, where the responsible person has been informed by the local education authority that a registered pupil has special educational needs, those needs are made known to all who are likely to teach the pupil;

secure that the teachers in the school are aware of the importance of identifying and providing for those registered pupils who have special educational needs; and

secure that the local education authority and the governing bodies of other schools in the area are consulted, to the extent that this is necessary for co-ordinating provision for pupils with SEN.

4. Where a child who has special educational needs is being educated in an ARK Academy, those concerned with making special educational provision for the child shall secure that the child engages in the activities of the school together with children who do not have SEN, so far as is reasonably practicable and is compatible with:
the child receiving the special educational provision which his learning
difficulty calls for,

the provision of efficient education for the children with whom he will be
educated, and

the efficient use of resources.

5. Each Academy prospectus shall include details of the ARK Academies policy
for pupils with SEN and in particular shall include the information specified in
Schedule 1 to the Education (Special Educational Needs) (Information) Regulations
1999 as amended or re-enacted from time to time. It shall also include details of the
arrangements for the admission of disabled pupils; the steps taken to prevent disabled
pupils from being treated less favourably than other pupils; and the facilities provided
to assist access to the Academy by disabled pupils (disabled pupils meaning pupils
who are disabled for the purposes of the Disability Discrimination Act 1995).

Admissions

6. ARK Academies shall ensure that pupils with SEN are admitted on an equal
basis with others in accordance with its admissions policy.

7. Where a local education authority proposes to name an ARK Academy in a
statement of SEN made in accordance with section 324 of the Education Act 1996,
ARK Academies shall consent to the Academy 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. In
deciding whether a child’s inclusion would be incompatible with the efficient
education of other children, ARK Academies shall have regard to the relevant
guidance issued by the Secretary of State to maintained schools.

8. In the event of any disagreement between ARK Academies 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, subject only to any right of
appeal which any parent or guardian of the child may have to the Special Educational
Needs and Disability Tribunal (SENDIST), be final.

9. If a parent or guardian of a child in respect of whom a statement is maintained
by the local education authority appeals to SENDIST either against the naming of the
Academy in the child’s SEN statement or asking the Tribunal to name the Academy,
then the decision of the Tribunal on any such appeal shall be binding and shall, if
different from that of the Secretary of State under paragraph 7 above, be substituted for the Secretary of State's decision.

10. Where ARK Academies has consented to the Academy being named in a child's statement of SEN, or the Secretary of State or SENDIST has determined that it should be named, the Academy shall admit the child notwithstanding any provision of Annex 1 of any Supplemental Agreement.
EXCLUSIONS

(1)   Aims

- To ensure that use of exclusion shall be the last resort after a wide range of other measures have been tried
- To ensure consistency of approach both within each Academy and across the ARK network as a whole
- To ensure that students and their parents/carers understand the full implications of poor choices relating to learning and behaviour
- To ensure that the practice of each ARK Academy has regard to the DfES guidance on exclusions as it applies to academies

(2)   Objectives

- To ensure that each Academy manages behaviour to minimise the likelihood that exclusion will need to be resorted to
- To set out clear guidance on the management of exclusions, which will be common to all academies within the network
- To ensure that the exclusions policy is publicised to and fully understood by both students and parents/carers
- To ensure that each Academy draws up clear procedures for the management of exclusion, that have regard to the DfES guidance as it applies to academies

(3)   Operational Procedures

Exclusion procedures at all ARK Academies will have regard to the guidance on exclusions practice as laid down by the DfES and the exceptions to this which relate to academies (See Appendix A

www.teachernet.gov.uk/wholeschool/behaviour/exclusion/guidance

(4)   Dissemination of the Policy

Parents/carers will be informed of the main details of all relevant policies through the student/parent handbook, Academy prospectus and other communications as appropriate, with additional copies available from each Academy on request, together with each Academy’s own more detailed operating procedures.

(5)   Policy Review and Development Plan

All policies will be evaluated and updated as necessary annually. At individual Academy level, the views of students, parents/carers and staff, as appropriate, will be used to make changes and improvements to the Academy’s own more detailed operating procedures. The findings of evaluations will be shared with the ARK Academies Board and each Academy Local Governing Body.

(6)   Monitoring Arrangements

The impact and effectiveness of all policies and operating procedures will be regularly evaluated as part of each Academy’s monitoring processes and changes made to each Academy’s Annual Development Plan, as appropriate.
Dated 12th August 2009

ARK ACADEMIES

- and -

BIRMINGHAM DIOCESAN BOARD OF EDUCATION

- and -

THE TRUSTEES OF ST ALBAN'S SCHOOL

Agreement

relating to

St Alban's Academy

Cobbetts LLP
One Colmore Square
Birmingham
B4 6AJ
DX: 716703 Birmingham 43
Tel: 0845 404 2404
Fax: 0845 404 2434

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THIS AGREEMENT is made the 12th day of August 2009

BETWEEN:

(1) ARK ACADEMIES (incorporated and registered in England and Wales with company number 5112090) (registered charity number 1111608) whose registered office is at 15 Adam Street, London, WC2N 6AH ("ARK");

(2) BIRMINGHAM DIOCESAN BOARD OF EDUCATION of 175 Harborne Park Road, Harborne, Birmingham, B17 0BH ("BDBE") and

(3) PAUL BROOKES, AMANDA CADMAN, DENNIS CLARK, REVEREND JOHN GOODMAN, MARY GOODMAN, PROFESSOR PETER T MARSH, DR CHRISTOPHER SMITH, DAME RACHEL WATERHOUSE AND ELIZABETH WYCHERLEY being the trustees of the charity known as THE TRUSTEES OF ST ALBAN'S SCHOOL (registered charity number 1105554) of 55 Wychall Lane, Kings Norton, Birmingham, B38 8TB (the "Trustees" which expression shall include the trustees for the time being of the said Charity)

BACKGROUND

1 ARK is proposing to sponsor a new Academy on the Site of the School currently known as St Alban’s Church of England Engineering College to be called the St Alban’s Academy (the "Academy") which it is proposed will open on 1 September 2009. The freehold of the site is owned by the Trustees (the "Land").

2 The Academy will be conducted in accordance with the principles and practices of the Church of England.

3 As the Diocesan Board of Education for the Diocese of Birmingham, constituted in accordance with the Schedule to the Diocesan Boards of Education Measure 1991 (the "Measure" which expression shall refer to the Measure as amended prior to the date of this Agreement), BDBE has been consulted by ARK about the establishment of the Academy.

4 The Trustees intend to grant a lease of the Land to ARK subject to the consent of the Charity Commission being obtained and subject to ARK complying with the provisions of Clause 1.2 of this Agreement.

5 BDBE, the Trustees and ARK all desire to see the Academy successfully established and to support the Academy, its local governing body and staff fully in future.

AGREED TERMS

1 RELIGIOUS CHARACTER

1.1 In view of the provisions of Clause 3.1 of this Agreement the parties agree that the Academy falls within the definition of “church school” in Section 10 of the Measure.
3.4 ARK undertakes not to appoint to the LGB any person who to ARK's knowledge is likely to undermine or ignore the religious character and status of the Academy.

4 THE MEASURE

The parties acknowledge that under the Measure ARK is required to obtain and have regard to the advice of BDBE before making any application to, or entering into any agreement with, any body or person in connection with the disposal (whether by sale or otherwise) of the premises of the Academy or any part of them.

5 UNDERTAKINGS BY ARK

5.1 It is the Principal and senior leadership of the Academy who have the responsibility to make the provisions of this agreement fully effective and meaningful. In making any appointments to the staff of the Academy:

5.1.1 ARK will make applicants aware of the church school status of the Academy and its significance and of the expectation that staff will support the Academy's Christian ethos and not undermine it; and

5.1.2 ARK shall take account of the religious affiliation and beliefs of applicants, particularly for more senior posts in the Academy, and shall, whenever reasonably possible, appoint practising Christians to leadership posts.

5.2 ARK undertakes that it will procure that the Academy shall:

5.2.1 comply with the guidelines issued from time to time by BDBE concerning collective worship policy and practice in Church of England schools;

5.2.2 comply with the guidelines issued from time to time by BDBE concerning religious education in Church of England schools; and

5.2.3 commission and undergo a denominational inspection at the same time as any OFSTED inspection such inspection to report on the collective worship religious education and spiritual ethos of the Academy and provide a copy of the report to BDBE.

5.3 Nothing in this Clause 5 shall take precedence over the Supplemental Funding Agreement entered into between ARK and the Secretary of State for Children Families and Schools relating to the establishment of the Academy.

6 CHAPLAINCY

The parties to this agreement shall ensure that the Principal in consultation with BDBE and the Trustees shall establish chaplaincy arrangements at the Academy appropriate to the needs of students and staff of the Academy.
SIGNED by PROFESSOR PETER T MARSH for and on behalf of the Trustees under an authority conferred pursuant to Section 82 of the Charities Act 1993

[Signature]

SIGNED by Amanda Cadman for and on behalf of the Trustees under an authority conferred pursuant to Section 82 of the Charities Act 1993

[Signature]