

THIS AGREEMENT made *25<sup>th</sup> August* 2010

**BETWEEN**

**(1) THE SECRETARY OF STATE FOR CHILDREN, SCHOOLS AND FAMILIES;** and

**(2) E-ACT**(Company number 6526376 and Charity number 1124189) whose registered office is at 2-6 Cannon Street, London, EC4M 6YH

**IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT** made between the same parties and dated 29 July 2008 (the "**Master Agreement**").

**1 DEFINITIONS AND INTERPRETATION**

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

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

"the Academy" means The Winsford E-ACT Academy to be established at Grange Lane Winsford Cheshire, CW72BT and at Woodford Lane West, Winsford Cheshire CW74EH, pending the construction of a new building on a site to be determined

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

"Minimum Period" means a period determined according to the following table:

If at the time the Special Measures Notice is given the Academy shall have been opened for:

Less than 12 months                      36 months

Less than 24 months but 12 months or more                      24 months

24 months or more

12 months

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

## **2 THE ACADEMY**

- 2.1 The Company will establish and maintain, and carry on or provide for the carrying on of the Academy in accordance with the Master Agreement and this Agreement.
- 2.2 The specialisms of the Academy will be Mathematics and Music. The arrangements for admission of pupils to the Academy are set out at Annex 2.
- 2.3 The Academy is intended to open on 1 September 2010.
- 2.4 The planned final pupil number of the Academy is 1500, plus 200 Post-16

## **3 CAPITAL GRANT**

- 3.1 The Secretary of State and the Academy Trust shall negotiate with a view to agreeing the amount of Capital Expenditure which the Secretary of State may provide for the purpose of the Academy occupying new premises or for existing premises to be substantially refurbished or remodelled for occupation by the Academy.
- 3.2 If the Secretary of State and the Academy Trust fail to agree by 28 February 2011 the amount of Capital Expenditure which the Secretary of State may provide pursuant to Clause 63 the Academy Trust may give the Secretary of State not less than 6 months' written notice to terminate this Agreement with effect from either the 31 August 2011 or if that date has passed 31 August 2012, following the giving of such written notice in which case the Secretary of State shall indemnify the Academy Trust (and keep the Academy Trust indemnified) against reasonable costs, claims, liabilities and expenses (including reasonable legal expenses) arising from such termination.

4 GAG AND EAG

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

5 **TERMINATION**

5.1 Either party may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August 2017 or any subsequent anniversary of that date.

5.2 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 13-59B 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.

5.3 Any such notice shall be in writing and shall:

5.3.1. 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 13-59B of the Master Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;

5.3.2. specify the measures needed to remedy the situation or breach;

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

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

5.4 If no response is received by the date specified in accordance with clause 5.3.4, 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.

- 5.5 If a response is received by the date specified in accordance with clause 5.3.4, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:
- 5.5.1. he is content with the response and/or that the measures which he specified are being implemented; or
  - 5.5.2. 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
  - 5.5.3. he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
- 5.6 In the circumstances of clause 5.5.3 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 Local 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 13-59B 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.
- 5.7 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 5.6 may be shortened to a period deemed appropriate by the Secretary of State.
- 5.8 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 Academy Financial Year (the "**Indicative Funding**"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following Academy Financial Year (the "**Critical Year**") and of the taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 100 of the Master Agreement and such other funds as are and likely to be available to the Academy from other academies operated by the Company ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current Academy Financial Year.

Any notice given by the Company under clause 5.8 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 5.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

- 5.9.1. 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
- 5.9.2. 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
- 5.9.3. a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").

- 5.10 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.
- 5.11 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.
- 5.12 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. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist's fees shall be borne equally between the parties.
- 5.13 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.

5.14 If the Company shall have given notice to terminate the Agreement under 5.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons as directors of the Company in accordance with the Articles.

5.15 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.

5.16 A "Special Measures Termination Event Occurs" when:

5.16.1.the Chief Inspector gives a notice to the Company in accordance with section 13(3) of the 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

5.16.2. not less than the Minimum Period after the Special Measures Notice, the Chief Inspector carries out a subsequent inspection of the Academy in accordance with the Education Act 2005 and makes a report in accordance with the Education Act 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

5.16.3. 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

5.16.4. 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.

5.17 If a Special Measures Termination Event occurs, the Secretary of State may:

5.17.1. by notice in writing to the Company terminate this Agreement forthwith; or

5.17.2. subject to clauses 124-128 of the Master Agreement, appoint such Further Directors to the Company as he thinks fit in accordance with the Company's Articles and/or may provide up to 12 months' notice in writing to terminate this Agreement

5.18 In the event that the Secretary of State appoints Further Directors in accordance with clause 5.17.2, the Company must, upon the request of the Secretary of State, procure the resignation of the Sponsor Directors (as defined in the Articles) in accordance with the Company's Articles.

## **6 EFFECT OF TERMINATION**

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

6.2 Subject to clause 6.3, if the Secretary of State terminates this Agreement for reasons other than that a Special Measure Termination Event occurs, the Academy no longer has the characteristics set out in clause 12 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 13-59B 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.

6.3 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.

6.4 The categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall 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.

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

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

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

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

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

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

6.7 If any land or premises of the Academy were acquired by the Company from an LA by a scheme under Schedule 35A of the Education Act 1996 or otherwise at less than the market value of the land at the date of acquisition, and the Secretary of State does not make a scheme as provided for in Schedule 35A (Paragraph 8) of the Education Act 1996 , the Company 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 Company and the LA from which the land was transferred before giving or withholding that consent.

## **7 ANNEX**

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

## **8 THE MASTER AGREEMENT**

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

## **9 ENGLISH LAW**

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

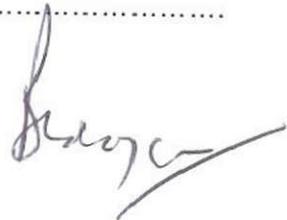
## **ANNEX TO THIS SUPPLEMENTAL AGREEMENT**

Arrangements for Admission for pupils at the  
Academy

Annex 2

This Agreement was executed as a Deed on 25<sup>th</sup> August 2010

EXECUTED on behalf of E-ACT

.....  
Director 

  
.....  
Director/Secretary

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

  
.....  
Duly Authorised



## **THE ADMISSION OF STUDENTS TO THE WINSFORD E- ACT ACADEMY**

### **GENERAL**

1. This annex may be amended in writing at any time by agreement between the Secretary of State and E-ACT ("the Company").

2. The Company 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 Company.

3. Notwithstanding the generality of paragraph 2 of this Annex 1, the Company will take part in the Admissions Forum set up by the Cheshire West and Chester Local Authority ("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-yearfair access protocol.

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

(a) direct the Company to admit a named student to The Winsford E-ACT Academy on application from a Local Authority. Before doing so the Secretary of State will consult the Company;

(b) direct the Company to admit a named student to The Winsford E-ACT Academy if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes.

5. The Company 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 Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for 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 Company 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 they may have about the process. The Company may, if it chooses, enter into an agreement with a 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 Company shall consult the following parties on the Academy's proposed admission arrangements for a minimum of eight weeks between 1 November and 1 March in the 'Determination Year'<sup>1</sup>:

- a)The LA

<sup>1</sup> A 'determination year' is the Academy Financial Year beginning two years before the Academy Financial Year which the admissions arrangements will be for e.g. consultation to end in March 2010 and determination to be in April 2010 for admissions in September 2011

- b) The admission forum for the LA
- o) Any other admission authorities for primary and secondary schools located within the relevant area for consultation
- 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) 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;
- g) Community groups which the Academy considers relevant;
- h) 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.

### **Company Determination of Admission Arrangements**

17. The Company 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 Company will determine the Academy's admission arrangements annually by 15 April of the Determination Year and notify consultees listed in paragraph 14 what has been determined within 14 days of that decision being made.

### **Representations about admission arrangements**

19. Where the Company has determined the Academy's admission arrangements and notified all consultees listed in paragraph 14, if any of those

persons or 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 admission arrangements determined in a Determination Year in accordance with paragraph 18 are different from the admission arrangements currently in existence for the Academy, the Company 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 Company on such representations. Following such consultation, by 31 July in the Determination Year the Secretary of State may direct that the Company amends the proposed admission arrangements for the Academy. The Company 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 admission arrangements or direct that the amended admission arrangements are not implemented or must be modified. The Company must comply with any such direction.

### **Publication of Admission Arrangements**

23. The Company shall each Determination Year publish The Winsford E-ACT 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 admission arrangements will set out:
- a) the name and address of The Winsford E-ACT Academy and contact details;
  - b) a summary of the admission policy, including full 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 The Winsford E-ACT 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 Company 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 Company has consulted those who are required to be consulted under paragraph 14 above on the proposed variation;
- b) following such consultation, the Company has applied to the Secretary of State to approve the change setting out:
  - i) the proposed change;
  - ii) reasons for wishing to make such a 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 Company 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 on its website (if it has one) and be communicated within 7 days to those persons who must be consulted under paragraph 14.

28. The Company 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 Company, direct that the Company modify its arrangements for the admission of students to the Academy so that they comply with the relevant provisions of admissions law and the Codes as they apply to maintained schools. The Company must comply with any such direction.

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

### **PROCEDURE FOR ADMITTING STUDENTS TO THE ACADEMY**

#### **Admission Number(s)**

31. The Company has the following agreed admission numbers for the Academy for the year 2010/2011 and, subject to any changes approved or required by the Secretary of State, for subsequent years:

- a) 300 students in Year 7
- b) The Winsford E-ACT Academy will have capacity for 200 students in the sixth form. One hundred (100) sixth form student places will be available in Year 12 (the Year 12 'capacity') for its own students progressing from Year 11.

The Academy will not admit external applicants to its sixth form unless undersubscribed by its own students.

32. In any specific year, the Company may set a higher admission number than The Winsford E-ACT Academy's agreed admission number for an applicable year group. Before setting an admission number higher than its agreed admission number, the Company will consult those listed at paragraph 14. Students 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 students in excess of its admission number in any three 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 The Winsford E-ACT 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 Company will use the Cheshire West and Chester LA's timetable for applications to The Winsford E-ACT Academy each year (exact dates within the months may vary from year to year). This will fit in with the timetable for the co-ordination of admission arrangements within Cheshire West and Chester LA as agreed by the, Admissions Forum, the LA, local schools and Academies

- a) By September - The Company will publish in The Winsford E-ACT 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 students and their parents to visit the school. The Company will also provide information in relation to The Winsford E-ACT Academy to the LA for inclusion in the composite prospectus, as required;
- b) September/October - The Company will provide opportunities for parents to visit The Winsford E-ACT Academy;
- c) September/October - Common Application Form to be completed and returned to the student's home LA to administer;
- d) Cheshire West and Chester LA sends The Winsford E-ACT Academy applications to the Company;
- e) The Company sends list of students to be offered places at The Winsford E-ACT Academy to the LA;
- f) February - the LA applies agreed scheme for own schools, informing other local authorities of offers to be made to their residents;
- g) 1<sup>st</sup> 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 Company will consider all applications for places at the The Winsford E-ACT Academy. Where fewer than the published admission number(s) for the relevant year groups are received, the Company will offer places at the The Winsford E-ACT Academy to all those who have applied.

## **Procedures where The Winsford E-ACT Academy is oversubscribed**

### **Secondary phase oversubscription criteria**

#### **Admission year 7**

38. Where the number of applications for admission is greater than the published admission number, applications will be considered against the criteria set out below. After the admission of students with statements of Special Educational Needs where The Winsford E-ACT Academy is named on the statement, the criteria will be applied in the order in which they are set out below.

- i) children in public care;
- ii) children with exceptional medical, social or welfare needs which means the child must, because of those needs, attend the Academy. Appropriate evidence from a doctor or social worker must be provided;
- iii) children resident within the designated catchment zone of the Academy. NB the catchment areas of the two predecessor schools would comprise the catchment area of the Academy, as shown on the appended map;
- iv) admission of students whose siblings currently attend the school and who will continue to do so on the date of admission<sup>2</sup>, and
- v) admission of students on the basis of proximity to the Academy using straight line measurement from the main entrance of the child's home to the main entrance to the Academy using Tribal mapping software

<sup>2</sup> Sibling is defined as:

- A full brother or sister, whether or not resident in the same household;
- Another child normally resident for the majority of term time in the same household, for whom an adult in the household has parental responsibility as defined in the Children Act 1989;
- In the case of twins (or two siblings in the same age cohort) and where there is only one place available in the Academy, both will be considered together as one application. The Academy will be authorised to exceed its Published Admission Number by one.

operated by the Local Authority.<sup>3</sup>

The tie-breaker within categories would be:

- Differentiation between applications where distance criterion does not identify priority for admission - tie-breaker would be a random allocation;
- All other differentiations - tie-breaker would be a random allocation.

### **Post 16 admission criteria**

39. The Winsford E-ACT Academy has capacity for 200 students in the sixth form. It will provide places for 100 students in year 12.

The Academy will not admit external applicants unless it is undersubscribed by pupils progressing from its own year 11 and in such circumstances it will apply the same academic entry requirements as it does to pupils already on roll in the Academy and, if a tie-break is necessary to determine who is admitted, it will apply the oversubscription criteria in paragraph 38.

The Company will publish specific criteria in relation to minimum academic entrance requirements for admission to the post-16 provision. The academic entry requirements will be published annually in the LA's composite admissions prospectus and in the Academy's own prospectus.

In addition to the sixth form's minimum academic entry requirements, students will need to satisfy minimum entrance requirements for the courses for which they are applying. If either internal or external applicants fail to meet the minimum course requirements they will be given the option of pursuing any alternative courses for which they do not meet the minimum academic requirements.

When the sixth form is undersubscribed, all applicants meeting the minimum

<sup>3</sup> Note: The 'home address' is where the child lives for the majority of the school week with a parent who has parental responsibility as defined in the Children Act 1989 and a parent includes a person who is not a parent but who has responsibility for him/her. This could include a student's guardians but will not usually include relatives such as grandparents, aunts, uncles, etc unless they have all the rights, duties, powers and responsibilities and authority which by law a parent of the child has in relation to the child and his/her property. Where parents have shared responsibility for a child, the place of residency will be determined as the address where the child resides for the majority of the week, (ie where the child wakes up between Monday to Friday). Where the child lives equally with both parents, the address provided for claiming child benefit and, where appropriate, Child Tax Credits, will be applied to the admission application. Measurement of straight line distance will be from the front door of the home address to the front gates of the Academy Town site located in Grange Lane, Winsford, CW7 2BT. In the case of the student home address being located in flats or similar accommodation, the measurement will be taken from the main entrance doors to the building.

academic entry requirements will be admitted.

These academic entry requirements form part of the admission arrangements and so will be consulted upon and published in the Academy's prospectus and in the LA's composite admissions prospectus.

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

#### **Operation of waiting lists**

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 The Winsford E-ACT Academy receives more applications for places than there are places available, a waiting list will operate until a term after the start of the school year. This will be maintained by the Company 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 for post-16 places, paragraph 33 above. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

#### **Arrangements for Admitting Students to Other Year Groups. Including To Replace any Students who have Left the Winsford E-ACT 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 Academy' 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 Company 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 students as the The Winsford E-ACT Academy Builds to its Full Capacity**

45. The Winsford E-ACT Academy will open on 1 September 2010 with a

Published Admission Number relating solely to students in Year 7 and, where relevant, Year 12. Students in subsequent Years will have been transferred automatically from the predecessor schools, Woodford Lodge High School or Verdin High School, which will close on 31 August 2010. Children who will be in Year 7 in the school year 2010/11 and who have previously been offered and accepted a place at either Woodford Lodge High School or Verdin High School, will begin their secondary education at The Winsford E-ACT Academy.

46. Admission to Year groups without a Published Admission Number will be based upon the size of teaching groups already existing in The Winsford E-ACT Academy and the efficient use of resources.

47. There will be a right of appeal to an Independent Appeal Panel for unsuccessful applicants.