

FREEDOM OF INFORMATION REDACTION SHEET

[SANDOWN BAY ACADEMY]

[SANDOWN BAY ACADEMY SUPPLEMENTAL FUNDING AGREEMENT]

Exemptions in full

Partial exemptions

Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.

Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.

Factors for disclosure

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

Factors for Withholding

- To comply with obligations under the Data Protection Act

Reasons why public interest favours withholding information

Whilst releasing the majority of **SANDOWN BAY ACADEMY SUPPLEMENTAL FUNDING AGREEMENT** will further the public understanding of Academies, the whole of the **SUPPLEMENTAL FUNDING AGREEMENT** cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

SCHEDULE 1
SUPPLEMENTAL AGREEMENT

THIS AGREEMENT

BETWEEN

(1) THE SECRETARY OF STATE FOR EDUCATION; and

(2) THE ACADEMIES ENTERPRISE TRUST (The "Company")

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated 10th July 2008 and varied by deed on 28th August 2009 (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 Sandown Bay Academy to be established at The Fairway, Sandown, Isle of Wight, PO36 9JH

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

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 curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced with an emphasis in its secondary education on Science and Sport.
- 2.3 The academy will operate an SEN Unit for up to 12 pupils with autism in the age range 11-16
- 2.4 The requirements for the admission of pupils to the Academy are set out at Annex 1.

The Company undertakes that the Academy will abide by the Memorandum of Understanding agreed with the Local Authority and set out at Annex 2.

ACADEMY OPENING DATE

- 2.5 The Academy shall open as a school on 1st September 2011.
- 2.6 The planned capacity of the Academy is 1650 in the age range 11-18 year including a sixth form of 300 places

3 CAPITAL GRANT

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

4 GAG AND EAG

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

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 2018 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 14-35 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 13-34 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 13-34 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 shall, at a date preceding the start of each Academy Financial Year, provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following Academy Financial Year (the "**Indicative Funding**"). If the Company is of the opinion that, after receipt of 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 79 of the Master Agreement and such other funds as are and likely to be available to the Academy from other academies operated by the Company ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current Academy Financial Year.

5.9 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 1 of the Academies Act 2010.
- 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 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 clause 109 of the Master Agreement, appoint such Further Directors to the Company as he thinks fit in accordance with the 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 Directors appointed in accordance with Article 50 of the Articles of Association.

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 1 of the Academies Act 2010.

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 13-34 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 L A.

6.7 If any land or premises of the Academy were acquired by the Company from an LA by a scheme under Paragraph 1 of Schedule 1 of the Academies Act 2010 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 Paragraph 6 of Schedule 1 of the Academies Act 2010, 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 ANNEXES

7.1 The Annexes to this Agreement form part of and are 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.

This Agreement was signed on 26 January 2011

Executed on behalf of Academies Enterprise Trust:


CEO

In the presence of:

Witness: 

Address: 

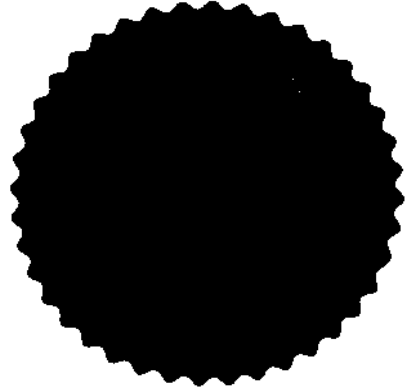
Occupation: 



SIGNED on behalf of the Secretary of State by :

[Handwritten Signature]
.....

Duly Authorised



ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Requirements for the Admission for pupils at the
Academy Annex 1

ANNEX 1

THE ADMISSION OF PUPILS TO THE SANDOWN BAY ACADEMY

GENERAL

- 1 This annex may be amended in writing at any time by agreement between the Secretary of State and the Academies Enterprise Trust ("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 Education ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or law to "admission authorities" shall be deemed to be references to the Board of Directors 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 Isle of Wight Local Authority ("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 Company to admit a named pupil to the Sandown Bay Academy ("the 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 pupil to the 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 Education 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 1st 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 30th 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 1st November and 1st March in the 'Determination Year'¹:

- a) 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.
- 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 2012-13, 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.

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.

¹ 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 2011 and determination to be in April 2011 for admissions in September 2012

- 18 The Company will determine the Academy's admission arrangements annually by 15th 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 30th 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 30th 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 31st 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 31st 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 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 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 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 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 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 PUPILS TO THE ACADEMY

Admission Number(s)

- 31 The Company has the following agreed admission number for the Academy:
- a) For the year 2011/12 330 for pupils in Year 7;
 - b) For the year 2012/13 330 for pupils in Year 7;
 - c) For the year 2013/2014 and subject to any changes approved or required by the Secretary of State, for subsequent years 270 for pupils in Year 7.
 - d) The Academy has capacity for 300 pupils in the sixth form, with 150 places in year 12. It 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.
 - e) The Academy will have a unit for up to 12 pupils with autism in the age range 11-16 whose statement of special educational needs names the Academy. These pupils will be admitted in addition to the admission numbers set out above. The Company may admit a child without a statement to the unit if:

- i) he is admitted for the purposes of an assessment of his educational needs under section 323 of the Education Act 1996 and his admission to the Academy is with the agreement of the local authority, the Company, the child's parent and any person whose advice is to be sought in accordance with regulation 7 of the Education (Special Educational Needs) (England) (Consolidation) Regulations 2001;
 - ii) he remains admitted following an assessment under section 323 of the Education Act 1996; or
 - iii) he is admitted following a change in his circumstances, with the agreement of the local authority, the Company and the child's parents."
- f) The Academy will accordingly admit up to the admission number in the relevant age group each year if sufficient applications are received.
- 32 In any specific year, the Company may set a higher admission number than the 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. 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 the 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 LA's timetable for applications to the 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 the LA as agreed by the Admissions Forum, LA, local schools and Academies:
- a) By September - The Company will publish in the Academy's prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (e.g. in September 2010 for admission in September 2011). This will include details of open evenings and other opportunities for prospective pupils and their parents to visit the school. The Company will also provide information in relation to the 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 Academy;
- c) October – Common Application Form to be completed and returned to the pupil's home local authority to administer;
- d) LA sends Academy applications to the Company;
- e) Company sends list of pupils to be offered places at the Academy to the LA;
- f) February - LA applies agreed scheme for own schools, informing other local authorities 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) 31st October for secondary applications; and
- b) 15th January for Primary applications
- c) 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 Academy. Where fewer than the published admission number(s) for the relevant year groups are received, the Company will offer places at the Academy to all those who have applied.

Procedures where the Sandown Bay Academy is oversubscribed

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 pupils with statements of Special Educational Needs where the Academy is named on the statement, the criteria will be applied in the order in which they are set out below:

- a) children who are in care of the local authority;
- b) Children for whom a particular school is appropriate on exceptional medical grounds. Such applications will be considered under this criterion only if they are supported by an attached written statement from a doctor. This must demonstrate that there is a very specific connection between the child's medical need and the school requested;

- c) admission of pupils whose siblings currently live at the same address and attend the Academy and who will continue to do so on the date of admission. The term 'sibling' means a full, step, half, adopted or fostered brother or sister, but not cousins. The Academy reserves the right to ask for proof of relationship;
- d) Children who live the nearest distance from the Academy using straight line measurement² from the centre of the Academy to the centre of the building of the child's permanent home. The child's permanent address is where he or she normally lives and sleeps and from where they go to school. Proof of residence can be requested at any time throughout the admissions process. If false or misleading information is used to gain entry to the Academy, the offer of a place will be withdrawn and the application cancelled. If distances are equal lots will be drawn by an independent person to determine the allocation. If only one place at a school is available within the admissions number and there are twins in the family who have the next highest priority within the oversubscription criteria, we will offer places to both.
- e) Pupils living outside the school's proximity area

Post 16 admission criteria

39 The Company will publish specific criteria in relation to minimum academic entrance requirements for admission or transfer to the post-16 provision. Both internal and external pupils wishing to enter the sixth form will be expected to have met the minimum academic entry requirements for the sixth form. These academic entry requirements will be the subject of consultation with those listed in paragraph 14 and published in the Academy's prospectus and in the LA composite admissions prospectus. When the sixth form is undersubscribed all applicants meeting the minimum academic entry requirements will be admitted. When there are more external applicants that satisfy any academic entry requirements than the number of post-16 places available and after the admission of pupils with statements of Special Educational Needs where the 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) admission of pupils whose siblings currently live at the same address and attend the Academy and who will continue to do so on the date of admission. The term 'sibling' means a full, step, half, adopted or fostered brother or sister, but not cousins. The Academy reserves the right to ask for proof of relationship.
- c) Children for whom a particular school is appropriate on exceptional medical grounds. Such applications will considered under this criterion only if they are supported by an attached written statement from a

² Straight line distance and centre of buildings determined by the local authority GPS system.

doctor. This must demonstrate that there is a very specific connection between the child's medical need and the school requested.

- d) Children who live the nearest distance from the Academy using straight line measurement³ from the centre of the Academy to the centre of the building of the child's permanent home. The child's permanent address is where he or she normally lives and sleeps and from where they go to school. Proof of residence can be requested at any time throughout the admissions process. If false or misleading information is used to gain entry to the Academy, the offer of a place will be withdrawn and the application cancelled. If distances are equal lots will be drawn by an independent person to determine the allocation. If only one place at a school is available within the admissions number and there are twins in the family who have the next highest priority within the oversubscription criteria, we will offer places to both.

- 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

- 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 Academy receives more applications for places than there are places available, a waiting list will operate until the final term 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 paragraph 39 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 the 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 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

³ Straight line distance and centre of buildings determined by the local authority GPS system.

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 the Academy Builds to its Full Capacity

- 45 The Academy will open on 1st September 2011 with a Published Admission Number relating to pupils in Year 7 and, where relevant, Year 12.
- 46 The Local Authority is changing from a three tier to two year structure on 1st September 2011. Displaced pupils will automatically transfer to the Academy from the Sandham, Lake and Forelands middle schools and Sandown High School, which close on 31st August 2011.
- 47 Admission to Year groups without a Published Admission Number will be based upon the size of teaching groups already existing in the Academy and the efficient use of resources.
- 48 There will be a right of appeal to an Independent Appeal Panel for unsuccessful applicants.