

Department of
Education

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Effect of ...
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ANNEX

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ADMISSION ... OF ...
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SUMMARY

Information about the Academy

Name of Academy Trust	Parsons Education Trust
Company number	1011905
Date of Master Funding Agreement	20 October 2013
Name of academy	Weston's International School
Opening date	1 June 2014
Type of academy (indicate whether it is an Academy, free school)	Academy
Religious designation	N/A
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	Weston's International School
Capacity number	100
Age range	1 to 17
Number of sites	1
Number of boarding places	N/A
SEN unit / Resource provision	N/A
Land arrangements (Version 1-8 only)	Various
Address and telephone number of head office	Weston's International School, Foxglove Lane, Weston, Bullington, Hampshire, RG20 0YQ Tel: 01256 351111

Please confirm that the following have been used'

Clause No.	Description
1.I	
2.A.1	
2.C, 2.D	
2.E	
2.G	
2.M	
2.N	
2.O	
2.T	
2.W	
2.X	
2.Y	
2.Yc)	

Clause No.	Description	Applied	Monitored
3.A – 3.F	Options for conversion to academies and sponsored academies		
3.A – 3.F	Options for conversion to academies and new provisions for academies		
3.H	Clause relating to starting up only applies in some circumstances and does not apply to academies		
3.J	Clause only applies to full-time school and intermediate schools and academies with approved Academy Action Plans		
3.K	Clause does not apply to independent schools, there were no schools in the independent school sector in the programme area		
5.G.1	Clause applies only to academies		
5.I	Clause only applies to sponsored academies		
5.K	Clause applies to free schools and may be applied to sponsored academies		
5.L	Clause applies to free schools and may be applied to sponsored academies		
5.M	Clause applies to free schools and may be applied to sponsored academies		
5.N	Clause applies to free schools and may be applied to sponsored academies		
5.O	Clause applies to free schools and may be applied to sponsored academies		
6.H	Clause only applies to academies that are designated as a Church of England or Roman Catholic academy		

Please identify any of the provisions in our model that apply to the academy (e.g. clauses relating to any aspects of the academy that includes academic standards) which are religious, charitable or a

mixture of those designated with a religious character, and those which are not):

Additional clauses will be supplied by your project lead if needed

Descriptor	Clause No.	Applied

1

ESTABLISHED

1

The *Journal of Applied Behavior Analysis* is a peer-reviewed journal of research and practice in the field of behavior analysis. It is published quarterly by the American Psychological Association. The journal's content is primarily concerned with the application of behavior analysis to the study of human and animal behavior. The journal is a leading source of information on the latest research and practice in the field.

Definition

1.

Behavior analysis is the study of behavior in terms of its environmental causes and effects. It is a scientific approach to the study of behavior that emphasizes the measurement and manipulation of behavior in order to understand its underlying processes. Behavior analysis is a branch of psychology that focuses on the study of behavior in terms of its environmental causes and effects.

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The term "behavior analysis" is used to describe the study of behavior in terms of its environmental causes and effects. It is a scientific approach to the study of behavior that emphasizes the measurement and manipulation of behavior in order to understand its underlying processes.

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Behavior analysis is the study of behavior in terms of its environmental causes and effects. It is a scientific approach to the study of behavior that emphasizes the measurement and manipulation of behavior in order to understand its underlying processes. Behavior analysis is a branch of psychology that focuses on the study of behavior in terms of its environmental causes and effects.

The Academy

March 2014

1.F. The Academy is a mainstream academy as defined in clause 1.4 of the Master Agreement.

1.G. The Academy Trust will establish and maintain the Academy in accordance with the Master Agreement and this Agreement.

1.H. The Academy Trust will open the Academy on 1 June 2019.

1.I. Not used.

2 RUNNING OF THE ACADEMY

Teachers and staff

2.A. Subject to clause 2.4 of the Master Agreement, 7.A of this Agreement and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment.

2.A.1. Not used.

2.A.2. The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by an LA, or are no longer looked after by an LA because of an adoption, special guardianship or child arrangements order, or because they have been adopted from 'state care' and outside England and Wales, and in doing so must comply with the law, regulations and guidance that apply to maintained schools. The Academy Trust must ensure the designated person undertakes appropriate training and has regard to any guidance issued by the Secretary of State.

Pupils

2.B. The planned capacity of the Academy is 90 in the age range 4 to 7 years. The Academy will be an all-ability inclusive school.

SEN unit

2.C Not used

2.D Not Used

Charging

2.E Not used

Admissions

2.F Subject to clause 2.1 of the Academy Trust will act in accordance with and in accordance with the relevant applicable law and in accordance with the School Admissions Code and School Admissions Code published by the Office for Standards in Education, Children's Services and Skills (Ofsted) and all relevant admission law and regulations which apply to foundation and voluntary aided schools and all other law. The governing body of the Academy Trust will be deemed to be referred to the Academy Trust.

2.G Pupils on roll in a school on the date when an academy is established will transfer automatically to the Academy on opening. All children already offered a place at that school on the date of the academy's opening will be deemed to be referred to the Academy Trust.

2.H The Academy Trust must participate in the Local Inclusion Agreement. The Academy Trust must participate in the coordinated admission arrangements for the Local Inclusion Agreement. The Academy Trust must operate a free school. The Academy Trust must be required to participate in coordination for its intake of pupils.

2.I Not used

2.J Not used

2.K Not used

11.2.L The Secretary of State

(a) (i) direct the Academy

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(b) (i) direct the Academy

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11.2.M Not used.

11.2.N Not used.

11.2.O Not used.

11.2.P The Academy Trust

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11.2.Q Subject to clause 2

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Administration. The Academy shall be subject to the regulation of the Department of Education. The Academy shall be subject to the supervision of the Department of Education. The Academy shall be subject to the supervision of the Department of Education. The Academy shall be subject to the supervision of the Department of Education.

2.S The Office of the Superintendent of Public Instruction shall have the authority to suspend or revoke the license of any teacher employed by the Academy who is found to be in violation of the provisions of the Code of Ethics for Teachers. The Office of the Superintendent of Public Instruction shall have the authority to suspend or revoke the license of any teacher employed by the Academy who is found to be in violation of the provisions of the Code of Ethics for Teachers.

2.T Notwithstanding to the contrary of any other law, the Department of Education shall have the authority to suspend or revoke the license of any teacher employed by the Academy who is found to be in violation of the provisions of the Code of Ethics for Teachers.

Curriculum

2.U The Academy shall develop a curriculum that is based on the State Standards and the Department of Education's curriculum framework. The Academy shall develop a curriculum that is based on the State Standards and the Department of Education's curriculum framework.

2.V The Academy shall develop a curriculum that is based on the State Standards and the Department of Education's curriculum framework. The Academy shall develop a curriculum that is based on the State Standards and the Department of Education's curriculum framework. The Academy shall develop a curriculum that is based on the State Standards and the Department of Education's curriculum framework.

2.W Not used.

2.X Subject to clause 2.Y where the Academy has not been designated with a **religious character** (in accordance with sections 1(1)(B) of the School Standards and Framework Act 1998) or further to section 6(1) of the Academies Act 2010:

- a) provision must be made for religious education to be open to all pupils at the Academy in accordance with the requirements for agreed syllabus in section 4(4)(b) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998;
- b) the Academy must comply with section 20(1)(c) and Schedule 19 to the School Standards and Framework Act 1998 as if it were a community, foundation or voluntary school which does not have a religious character, except that paragraph 1 of that Schedule does not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 1(c) of that Schedule.

2.Y Not used.

2.Z The Academy Trust must have regard to any guidance (further to section 10(1) of the Education Act 1996) on sex and relationships education to ensure that children at the Academy are protected from inappropriate teaching materials and that they learn the nature of marriage and its importance for family life and for bringing up children. The Academy Trust must also have regard to the requirements in section 10(2) of the Education Act 1996, as if the Academy were a maintained school.

2.AA The Academy Trust must prevent political indoctrination, and secure the balanced treatment of political issues, in line with the requirements for maintained schools set out in the Education Act 1996, and have regard to any Guidance.

3. GRANT FUNDING

Calculation of GAG

3A-3D. Not used

3.E The Secretary of Education shall determine the amount of the grant to be paid to each Academy. In order to determine the amount of the grant to be paid to each Academy, the Academy shall submit to the Secretary of Education a report that uses the report submitted by the Academy to the Secretary of Education in the Predecessor School.

3.F For Academic Excellence, the amount of the grant to be paid to each Academy shall be the pupil count for the Predecessor School.

a) for pupils in need of special services, the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School.

b) for pupils in need of special services, the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School.

3.G The Secretary of Education shall determine the amount of the grant to be paid to each Academy if the Secretary of Education determines that the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School. If the Secretary of Education determines that the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School, the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School. If the Secretary of Education determines that the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School, the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School.

3.H Not used

3.I The Secretary of Education shall determine the amount of the grant to be paid to each Academy if the Secretary of Education determines that the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School. If the Secretary of Education determines that the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School, the amount of the grant to be paid to each Academy shall be the amount of the grant to be paid to the Academy for the Predecessor School.

therefore payments based on the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period to enable the Academy to operate effectively.

Other relevant funding

3.J Not used.

3.K The Secretary of State may pay the Academy Trust's costs in connection with the transfer of employees from a Predecessor School under the Transfer of Undertakings (Protection of Employment) Regulations 2002. Such a payment will be agreed on a case-by-case basis. The Academy Trust will not be liable for such a payment unless the Secretary of State confirms in writing that it will be paid.

Carrying forward of funds

3.L Any additional grant made in accordance with clause 3.I, the amount of which the Secretary of State has served a Termination Notice or a Termination Notice under this Agreement, or otherwise terminates the Agreement, may be carried forward without limitation or deduction until the conditions set out in clause 3.I cease to apply or the Academy closes.

4. LAND

"**Land**" means the freehold land at Weston Shore Infant School, Weston, Southampton, Hampshire SO19 9JQ, being the land registered title number HP743574, which is to be the permanent site of the Academy.

"**Property Notice**" means any order, notice, proposal, demand or requirement issued by any competent authority which materially affects the Academy's ability to use the Land for the purposes of the Academy.

Restrictions on Land transfer

4.A The Academy Trust must:

- c) part with or share possession or occupation of the Land;
- d) enter into any onerous or restrictive obligations in respect of all or part of the Land.

Option

4.b The Academy Trust grants and the Secretary of State (except in relation to the "Option") to acquire all or part of the Land at nil cost. The Secretary of State may exercise the Option in writing on terms and conditions set out in this Agreement. If the Option is exercised, completion will take place on the date specified in the exercise notice in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at that date.

Option Notice

4.E The Academy Trust:

- a) must, within 14 days after acquiring the Land in accordance with this Agreement, apply to the Land Registry (on Form A and including a copy of this Agreement) for a notice of the Option (the "Option Notice") to be entered in the register, taking any further steps required to have the Option Notice registered and promptly submitting to the Secretary of State when this has been done;
- b) if it has not registered the Option Notice, and if the Secretary of State may apply to register it using Form UI1;
- c) must not, without the Secretary of State's written consent, apply to modify or remove the Option Notice, whether by the Academy Trust, a company, a subsidiary company, or a person acting in the name of the Academy Trust, and
- d) must, in the case of previously unregistered Land, within 14 days after acquiring the Land or, if later, after signing this Agreement, apply to register a Class C(iv) land charge in the Land Charges Register, and send the Secretary of State a copy of the relevant entry within 14 days.

when the registration has been completed. The Commission of State Government and the Academy Trust shall not be obliged until the Land has been registered on the registration.

Property Notices

- 4.F If the Academy Trust receives a Property Notice of more than 14 days, the Academy Trust shall:
- send a copy of it to the Secretary of State within 14 days of receiving it; the Academy Trust must do this even if it is not a landlord;
 - promptly give the Secretary of State all the information he or she asks about it;
 - allow the Secretary of State to take all necessary action to enforce the provisions of the Academy Trust's compliance plan; and
 - try its best to do its utmost to help the Secretary of State in carrying out his or her duties.

Sharing the Land

- 4.G Where:
- the Secretary of State identifies a site for potential use of for additional places and/or services within the Academy's site(s); and
 - the Secretary of State has contacted a third party that is not all the Landlord(s) of the site in question, and the operation of the Academy is not unduly affected;

The Secretary of State must consult with the Academy Trust to determine whether part of the Land could be shared or leased to another Academy Trust, and the Secretary of State considers appropriate, for the purpose of that Academy Trust establishing and maintaining an educational institution on the Land.

- 4.H To the extent the Academy Trust and the Secretary of State agree that the Land being shared or leased is necessary, with the consent of the Academy Trust and Trust's best interests, to promote all necessary consent, you are a tenant subject to that completion of the Land with the

incoming Academy staff and to provide the necessary security of tenure for the staff occupied in the arrangements which the Secretary of State may determine. The Academy must comply with the provisions of the Academy Regulations in connection with the above.

Academy staff shall be employed on full-time contracts of employment. The Academy shall ensure that the necessary arrangements are made to provide the Academy with the necessary staff to provide the services specified in the Academy Regulations.

4.1 For the purposes of clause 4.1:

- a) a business will arise from the fact that any are where the Academy is able to demonstrate its capacity to provide them;
- b) a potential need will arise when the Academy is faced with additional demand for its services in the future, following a proposal to increase its capacity;
- c) planned capacity has the meaning given in clause 4.1.

The Academy shall ensure that the necessary arrangements are made to provide the Academy with the necessary staff to provide the services specified in the Academy Regulations. The Academy shall ensure that the necessary arrangements are made to provide the Academy with the necessary staff to provide the services specified in the Academy Regulations.

5. TERMINATION

Termination by either party

5.A Either party may terminate the Agreement at any time by giving the other party written notice of termination in accordance with clause 5.A.1.

The Academy shall ensure that the necessary arrangements are made to provide the Academy with the necessary staff to provide the services specified in the Academy Regulations.

Termination Warning Notice

5.B The Secretary of State may give a Termination Warning Notice to the Academy if the Secretary of State considers that:

The Academy shall ensure that the necessary arrangements are made to provide the Academy with the necessary staff to provide the services specified in the Academy Regulations.

- a) the Academy has failed to comply with the provisions of the Agreement;
- b) the standard of performance of the Academy is unacceptably low;
- c) there is a serious risk of the Academy failing to comply with the provisions of the Agreement.

The Academy shall ensure that the necessary arrangements are made to provide the Academy with the necessary staff to provide the services specified in the Academy Regulations.

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d) the Secretary of State
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e) the Secretary of State
that the Secretary of State

5.C A Termination Waiver

a) the Secretary of State

b) the date by which the Secretary of State

c) the date by which the Secretary of State
or condition that

5.D The Secretary of State

Trust which is a trust established under the Trusts (Termination) Act 2003
Notice. The Secretary of State may specify further conditions
which it must be satisfied before the Secretary of State

5.E If the Secretary of State

to the Termination Waiver, the Secretary of State may specify further conditions
not complete the termination of the trust within the period specified under clause 5.D) the Secretary of State

Termination by the Secretary of State

5.F If the Chief Inspector

a) specify the conditions which must be satisfied by the Secretary of State
or

b) the Secretary of State

the Secretary of State

the date by which the Academy must submit a report to the Secretary of State.

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

5.G.1 Not used.

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

- a) has not received any representations from the Academy Trust by the date specified in the notice;
- b) having considered the report submitted to the Secretary of State, remains satisfied that the Academy Trust should be terminated;

he may serve a Termination Notice.

5.I If the Chief Inspector gives a notice under clause 5.H to the Academy Trust within two years after the Academy opened, the Secretary of State may only serve a Termination Notice under clause 5.H if:

- a) the Chief Inspector has found a continuing inspection under section 8 of the Education Act 2005 (later than two years after the Academy opened); and
- b) the Chief Inspector considers that the Academy is not making enough progress towards the removal of the designation of special measures notice.

Nothing in this clause prevents the Secretary of State exercising any other rights arising from or under this Act or any other Act. For the avoidance of doubt, any right to stop a notice from taking effect.

Termination by the Secretary of State

5.J If the Secretary of State has determined that the Academy will be removed from the Register of Independent Schools, and no appeal is made, that

determination is pending, he may serve a Termination Notice

5.1.1 If the Academy Trust is of the opinion that, after receiving the Funding Allocation for the next Academy Financial Year (the "Critical Allocation") and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("All Other Resources"), it is likely that the cost of running the Academy during the notice period will cause the Academy Trust to become insolvent (and for the purposes of this Agreement, the Academy Trust is insolvent if it is unable to pay its debts as they fall due), he may serve a Termination Notice

5.1.2 If the Academy Trust is of the opinion that, after receiving the Funding Allocation for the next Academy Financial Year (the "Critical Allocation") and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("All Other Resources"), it is likely that the cost of running the Academy during the notice period will cause the Academy Trust to become insolvent (and for the purposes of this Agreement, the Academy Trust is insolvent if it is unable to pay its debts as they fall due), he may serve a Termination Notice

5.1.3 If the Academy Trust is of the opinion that, after receiving the Funding Allocation for the next Academy Financial Year (the "Critical Allocation") and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("All Other Resources"), it is likely that the cost of running the Academy during the notice period will cause the Academy Trust to become insolvent (and for the purposes of this Agreement, the Academy Trust is insolvent if it is unable to pay its debts as they fall due), he may serve a Termination Notice

5.1.4 If the Academy Trust is of the opinion that, after receiving the Funding Allocation for the next Academy Financial Year (the "Critical Allocation") and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("All Other Resources"), it is likely that the cost of running the Academy during the notice period will cause the Academy Trust to become insolvent (and for the purposes of this Agreement, the Academy Trust is insolvent if it is unable to pay its debts as they fall due), he may serve a Termination Notice

5.1.5 If the Academy Trust is of the opinion that, after receiving the Funding Allocation for the next Academy Financial Year (the "Critical Allocation") and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("All Other Resources"), it is likely that the cost of running the Academy during the notice period will cause the Academy Trust to become insolvent (and for the purposes of this Agreement, the Academy Trust is insolvent if it is unable to pay its debts as they fall due), he may serve a Termination Notice

Funding during and admission during notice period

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

5.1.7 If the Secretary of State serves a Termination Notice under clause 5.B, the Academy Trust may continue during the notice period to admit pupils to the Academy, Academy, and to receive GAG and EAG, in accordance with this Agreement.

Notice of intention to terminate by Academy Trust

5.1.8 The Secretary of State will, before the start of each Academy Financial Year, provide the Academy Trust with a final funding allocation (the "Funding Allocation") of GAG and EAG to be provided in the next Academy Financial Year (the "Funding Allocation").

5.1.9 If the Academy Trust is of the opinion that, after receiving the Funding Allocation for the next Academy Financial Year (the "Critical Allocation") and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("All Other Resources"), it is likely that the cost of running the Academy during the notice period will cause the Academy Trust to become insolvent (and for the purposes of this Agreement, the Academy Trust is insolvent if it is unable to pay its debts as they fall due), he may serve a Termination Notice

the Academy must give written notice of its intent to terminate the Agreement on 14 April before the Central Board.

5.T Any notice given by the Academy must include a copy of the Secretary of State's letter setting out the Secretary of State's Allocation of Funding Allocation for the Academy. It must specify:

a) the grounds on which the Academy has terminated the Agreement, which include:

- i. any necessary financial support;
- ii. any professional accounting practices that are not observed;
- iii. any stated statement of intent which in the Agreement is taken to mean that the remaining period of the Agreement is that of a trial period, that the Academy's resources and the period of time available will be taken and

b) the full name of the central body in the Funding Allocation and Other Resources expected to be available to the Academy and the proposed responsibilities for

c) a detailed budget of income and expenditure for the initial year of the proposed Budget).

5.U Both parties must agree to endeavour to agree a plan for running the Academy during the Central Board's work to try to become successful. Both parties recognise that they will constructively engage with each other during the time before the start of the first year of pupils at the Academy and use their best endeavours to find a solution to the problem.

5.V If no agreement is reached by 30 April for funding the Academy

parties) as to whether the cost of running the Academy during the Critical Year would cause the Academy Trust to be insolvent, and if in the opinion will be referred to an independent expert (the "Expert") in resolution. The Expert's determination will be final and binding on the parties. The Expert will be requested to specify in his determination the amount of the Shortfall funding (the "Shortfall").

5.W The Expert will be an independent person with relevant professional experience of education institutions or academies. The parties shall agree upon the appointment of the Expert then the Trust shall be approved by the President of the Institute of Chartered Accountants in England and Wales. The Expert's fees will be borne equally between the parties.

5.X The Expert will be requested in reaching his determination to take account of advice from an educational specialist (where available) familiar with the issues arising from the budget management of schools. The parties shall agree upon the appointment of the educational specialist. The educational specialist will be appointed by the Chairman of the Special Schools and Academies Trust (or a successor or equivalent body). The educational specialist's fees will be borne equally between the parties.

5.Y If the Expert determines that the cost of running the Academy during the Critical Year would cause the Academy Trust to be insolvent, and the Secretary of State will not have agreed to provide additional facilities and funding to cover the Shortfall then the Academy Trust shall be entitled to terminate this Agreement, by notice expiring on 31 August before the critical year, and such notice will be given within 21 days after the Expert's determination will have been given to the parties or (if not) after the Secretary of State will have given written notice of his refusal to provide such additional funding for the Academy to cover the Shortfall.

Effect of termination

5.Z If this Agreement is terminated, the Academy shall nevertheless remain an Academy within the meaning of sections 1 and 17 of the Education Act 2002.

5.AA Subject to clauses 5.BB and 5.CC, if the Secretary of State terminates the Agreement under clause 5.A, he may at his discretion indemnify the Academy Trust. If the Secretary of State terminates the Agreement under clause 5.A, he may at his discretion indemnify the Academy Trust.

5.BB The amount of any such indemnity or compensation will be determined by the Secretary of State, having regard to representations made to him by the Academy Trust, and will be paid when the Secretary of State considers appropriate.

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

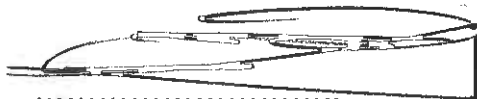
- a) staff compensation and redundancy payments;
- b) compensation payments in respect of broken contracts;
- c) expenses of disposing of assets or acquiring them for other purposes;
- d) legal and other professional fees and disbursements;
- e) dissolution expenses.

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

- a) transfer a proportion of those assets, capital and other resources equal to the proportion of the original financial contribution made by the Government to the Academy Trust to a nominee of the Secretary of State for purposes determined by the Secretary of State;
- b) if the Secretary of State does not require it, pay to the Secretary of State (or to a nominee of his) by agreement with the Secretary of State, at the date of the subsequent disposal) a sum equal to the proportion of the original financial contribution made by the Government.

This Agreement was executed

Executed on behalf of the Acad



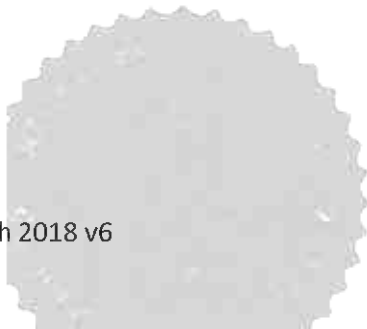
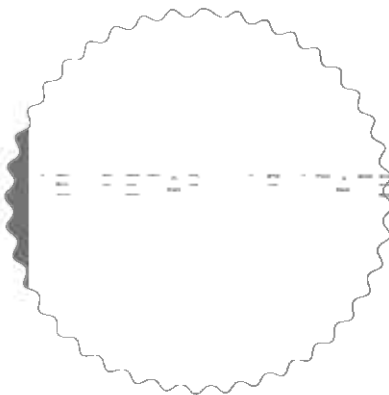
Director



The Corporate Seal of

THE SECRETARY OF STATE

affixed to this deed is authentic



ANNEXES

7. ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATIONAL NEEDS HEALTH AND CARE PLANS

“EHC plan” means an Education, Health and Care plan made under section 37 of the Children and Families Act 2014.

7.A

Except as set out in clause 8 below, the Children and Families Act 2014 imposes duties directly on Academies in respect of pupils with special educational needs, including the admission of pupils with EHC plans. If an Academy Trust considers that a LA should not have named a child in an EHC plan, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to do so. The Academy Trust must admit the pupil if such a determination is made. The Secretary of State’s determination as to whether the LA has acted unreasonably will be final, subject to any right of appeal which a parent or pupil may have to the First Tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

8. ADMISSION OF CHILDREN WITH A STATEMENT OF SPECIAL EDUCATIONAL NEEDS

(Clauses 8.A-8.G only apply where the pupil has a statement of special educational needs (SEN) rather than an EHC plan and where they are not to be subject to the relevant provisions of the Education Act 1996. Statements are replacing statements of SEN but although all statements of SEN have been converted to an EHC plan by the 1 April 2018 this clause is retained to protect pupils who still have a statement of special education need after the deadline for the drafting of a statement below is retained to protect pupils in exceptional circumstances.)

“Statement of SEN” means a statement made under section 33 of the Education Act 1996.

- 8.A The Academy must ensure that any child who is excluded is fully and automatically reinstated at the Academy.
- 8.B The Academy must ensure that any child who is excluded is fully and automatically reinstated at the Academy if the parent or guardian of the child provides written consent to the Academy.
- 8.C Where the Academy has excluded a child from school, it must ensure that the child is reinstated at the Academy as soon as possible, but not later than the end of the term in which the child was excluded, unless the parent or guardian of the child provides written consent to the Academy that the child should not be reinstated at the Academy until a later date.
- 8.D In its response to the Academy, the parent or guardian of the child must:
- consent to being named as the child's parent or guardian;
 - explain why it believes that excluding the child would be in the best interests of the child, taking into account the child's educational, social and emotional needs, and the child's health and safety; and
 - explain why it believes that the child should not be reinstated at the Academy until a later date, taking into account the child's educational, social and emotional needs, and the child's health and safety.
- 8.E If the Academy has excluded a child from school, it must ensure that the child is reinstated at the Academy as soon as possible, but not later than the end of the term in which the child was excluded, unless the parent or guardian of the child provides written consent to the Academy that the child should not be reinstated at the Academy until a later date.
- 8.F If a parent or guardian of a child who is excluded from school provides written consent to the Academy that the child should not be reinstated at the Academy until a later date, the parent or guardian must provide written consent to the Academy that the child should not be reinstated at the Academy until a later date.

Tribunal Administrative Appeals Tribunal (Tribunal) or other bodies for or pursuant to the provisions of the Academy in the child's best interests and then the Tribunal's decision will be binding, even if it differs from the provisions of the Act.

8.G Where it has been finally determined that the Academy is a named institution in the Statement of SEN the Academy is required to comply with the provisions of the Act notwithstanding any other arrangements or requirements in the Agreement.

8.H Clauses 8.1 to 8.7 only apply to the provisions and provisions of the Children and Families Act 2014 relating to SEN and do not apply to Academies and Free Schools.

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