

ACADEMIES SPONSORED BY
ARK ACADEMIES

SUPPLEMENTAL AGREEMENT

WALWORTH ACADEMY

2007

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

Ref: GRD/89215.13/1445509-8
Date: 31.8.07

THIS AGREEMENT made

2007

BETWEEN

(1) **THE SECRETARY OF STATE FOR EDUCATION AND SKILLS**; and

(2) **ARK ACADEMIES**

(together "the Parties")

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made on 29 August 2006 between the same parties (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" the Walworth Academy to be established at Shorncliffe Road, London SE1 5UJ and Trafalgar Street, London SE17 2TP ;

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

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

"Deed of Gift" means an agreement entered into by the Company and the Secretary of State in the form of a Deed in which the Company agrees to provide the sum of £1.5million to set up an endowment trust fund for purposes specified in that Deed;

"EA 2005" means the Education Act 2005;

"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: | The Minimum Period will be |
|---|----------------------------|

| | |
|---|------------|
| Less than 12 months | 36 months |
| Less than 24 months but 12 months or more | 24 months |
| 24 months or more | 12 months; |

"Site" means the site of Walworth Upper School at Shorncliffe Road, London SE1 5UJ; and

"Southwark" means the London Borough of Southwark.

- 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 sponsor the Academy.
- 2.2 The specialism of the Academy will be mathematics and health.
- 2.3 The arrangements for admission of pupils to the Academy are set out at Annex 1.
- 2.4 The Academy is intended to open on 1 September 2007.

3 CAPITAL EXPENDITURE

- 3.1 Clauses 40 to 50 (inclusive) of the Master Agreement shall not apply to the Academy and the terms of this Clause 3 shall apply in their place.
- 3.2 The Secretary of State will calculate a capped capital sum in accordance with the relevant formulas within the BSF National Construction Contractors' Framework for Academies and Educational Facilities which he will make available to the Local Authority in the form of a grant for the Capital Expenditure to be used to establish the Academy. To that end, he will provide that sum to Southwark in accordance with the arrangements made under the framework and will use his reasonable endeavours to enforce the terms and conditions of any grant made by him for the development of the Site.
- 3.3 The Parties have agreed that it is necessary to incur capital expenditure for the undertaking of minor capital works to facilitate the opening of the Academy (Pre-Opening Works). The parties agree that:

- 3.3.1 the cost of the Pre-Opening Works will not exceed £284,088.08 ("**Pre-Opening Works Costs**");
 - 3.3.2 the Secretary of State will bear the Pre-Opening Works Costs;
 - 3.3.3 no Pre-Opening Works Costs will be incurred after the opening of the Academy;
 - 3.3.4 no Pre-Opening Works Costs will be incurred without the consent of the Secretary of State;
 - 3.3.5 any unauthorised expenditure in contravention of clauses 3.3.1 to 3.3.4 above, will be borne entirely by the Company;
 - 3.3.6 the Company must submit a claim for payments for Pre-Opening Works to the Secretary of State in the notified format with supporting invoices and certificates as requested by the Secretary of State from time to time. Payments for Pre-Opening Works Costs will be paid within 21 days from the day on which a claim for payment is received if the claim is in the proper format, supported by the appropriate documentation and the conditions of this clause 3.3.6 have been met. If a dispute arises as to whether a payment is acceptable or not both parties undertake to attempt to resolve it in good faith.
- 3.4 If Capital Expenditure beyond that funded by the Secretary of State in accordance with clause 3.2 is required to meet the requirements of any legislation enacted or made after the date of this Agreement the Secretary of State will also fund such Capital Expenditure as the parties agree is required to meet such requirements.

4 IMPLEMENTATION GRANT

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

5 GAG AND EAG

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

5A DEED OF GIFT

The Company will, within 2 months of the date of this Agreement enter into a Deed of Gift with the Secretary of State in a format to be agreed with the Secretary of State.

6 TERMINATION

- 6.1 Either party may give not less than seven years' written notice to terminate this Agreement, such notice to expire on 31 August 2014 or any subsequent anniversary of that date.
- 6.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 11 of the Master Agreement or that the conditions and requirements set out in clauses 11 and 12 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.
- 6.3 Any such notice shall be in writing and shall:
- state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 11 of the Master Agreement or is not meeting the conditions and requirements of clauses 11 and 12 of the Master Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;
- 6.3.1 specify the measures needed to remedy the situation or breach;
- 6.3.2 specify a reasonable date by which these measures are to be implemented;
and
- 6.3.3 state the form in which the Company is to provide its response and a reasonable date by which it must be provided.
- 6.4 If no response is received by the date specified in accordance with clause 6.3, the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.
- 6.5 If a response is received by the date specified in accordance with clause 6.3, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:
- 6.5.1 he is content with the response and/or that the measures which he specified are being implemented; or
- 6.5.2 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

- 6.5.3 he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
- 6.6 In the circumstances of clause 6.5 the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from directors of the Company and the 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 11 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 11 and 12 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.
- 6.7 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 6.6 may be shortened to a period deemed appropriate by the Secretary of State.
- 6.8 The Secretary of State will, by not later than the end of December each year provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following financial year (the "**Indicative Funding**"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following financial year (the "**Critical Year**") and 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 86 of the Master Agreement and such other funds as are available and likely to be available to the Academy from other academies operated by the Company ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then (provided it has complied with clause 37 of the Master Agreement) the Company may give notice of its intention to terminate this Agreement at the end of the then current financial year.
- 6.9 Any notice given by the Company under clause 6.8 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 6.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

- 6.9.1 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
- 6.9.2 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
- 6.9.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").
- 6.10 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.
- 6.11 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.
- 6.12 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.

- 6.13 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 (a) after 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.
- 6.14 If the Company shall have given notice to terminate the Agreement under clause 6.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons nominated by the Secretary of State as directors of the Company. The right to nominate additional directors shall be without prejudice to the right of the Secretary of State to appoint additional directors under Article 40 of the Articles if the conditions in Article 38 of the Articles are, or become, satisfied.
- 6.15 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.
- 6.16 If:-
- 6.16.1 If the Chief Inspector shall have given 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
- 6.16.2 If, not less than the Minimum Period after service of a Special Measures Notice, the Chief Inspector shall have carried out a subsequent inspection of the Academy in accordance with the EA 2005 and shall have made a report in accordance with the EA 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and
- 6.16.3 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
- 6.16.4 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;

then the Secretary of State may by notice in writing to the Company terminate this Agreement forthwith in which case, for the avoidance of doubt, the provisions of clauses 7.2 and 7.3 shall apply.

7 EFFECT OF TERMINATION

- 7.1 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.
- 7.2 If the Secretary of State terminates this Agreement for reasons other than that the Academy no longer has the characteristics set out in clause 11 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 11 and 12 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.
- 7.3 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.
- 7.4 The amounts and categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify the Company include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.
- 7.5 On the termination of this Agreement however occurring the Company shall repay to the Secretary of State a sum in respect of any Capital Grant made under clause 51 of the Master Agreement.
- 7.6 The amount to be repaid to the Secretary of State in accordance with clause 7.5 shall be determined in accordance with sub-clauses 7.6.1 or 7.6.2 as appropriate.
- 7.6.1 Where the Company retains the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the value of the assets belonging to the Company at the date of termination which were purchased wholly or in part with Capital Grants paid under this Agreement. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original cost of those assets, whether that contribution was made on the establishment of the Academy or later;

7.6.2 Where the Company disposes of the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the net proceeds of the realisation of the assets belonging to the Company at the date of termination, which were purchased wholly or in part with Capital Grants paid under this Agreement. 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 than contribution was made on the establishment of the Academy or later.

7.7 The Secretary of State may waive in whole or in part the repayment due under clause 7.6 if:

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

7.7.2 The Secretary of State directs all or part of the repayment to be paid to Southwark.

7.8 If any land or premises of the Academy were acquired by the Company from a local authority by a scheme under Schedule 35A of the 1996 Act 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 1996 Act, 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 local authority from which the land was transferred before giving or withholding that consent.

8 ANNEXES

The Annexes to this Agreement form part of and are incorporated into this Agreement.

9 THE MASTER AGREEMENT

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

10 ENGLISH LAW

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

THIS AGREEMENT has been signed the day and year first before mentioned

SIGNED by _____)
on behalf of ARK Academies:)

Director

SIGNED by _____)
on behalf of the Secretary of State by)

Duly Authorised

ANNEXES TO THIS SUPPLEMENTAL AGREEMENT

Arrangements for Admission for pupils at the
Academy

Annex 1

Implementation Budget

Annex 2

THE ADMISSION OF PUPILS TO WALWORTH ACADEMY

1. This document sets out the admission arrangements for Walworth Academy ("the Academy"). These arrangements are without prejudice to the provisions of Annex 3 to this agreement. The document forms an Annex to the Supplemental Funding Agreement between ARK Academies and the Secretary of State. Any changes to the arrangements set out in this document must be approved in advance by the Secretary of State.
2. The Academy will comply with all relevant provisions of the statutory codes of practice (the School Admissions Code of Practice and the School Admission Appeals Code of Practice) as they apply at any given time to maintained schools and with the law on admissions as it applies to maintained schools. Reference in the codes to admission authorities shall be deemed to be references to the governing body of the Academy. In particular, the Academy will take part in the Admissions Forum set up by Southwark LEA and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by Southwark LA.
3. Notwithstanding these arrangements, the Secretary of State may direct the Academy to admit a named pupil to the Academy on application from an LA. Before doing so the Secretary of State will consult the Academy.
4. The Academy comes into being on 1st September 2007. All pupils who have been offered places in the Academy for September 2007 under the predecessor school's admission policy will be admitted to the Academy. Paragraph 15 below will apply to any casual applications for admission, in any year group, received by the Academy after 1st September 2007. This is to allow restriction on numbers on roll while the building project takes place. Although the Academy will have a sixth form this too will not be in operation until the completion of the building project to provide the full complement of places on the Academy's long term site (currently proposed to be September 2009 but dependent on progress of design and construction)

I: ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE

5. The admission arrangements for the Academy for the year 2008/2009 and, subject to any changes approved by the Secretary of State, for subsequent years are:
 - a) The Academy has an agreed admission number of 180 pupils for admission of pupils age 11. The Academy will accordingly admit at least 180 pupils aged 11 each year if sufficient applications are received;
 - b) The Academy may set a higher admission number as its Published Admission Number for any specific year. Before setting an admission number higher than its agreed admission number, the Academy will consult those listed at paragraphs 16-17 below. Pupils will not be admitted above the Published Admission Number unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

Process of application

6. Applications for places at the Academy will be made in accordance with Southwark LA's co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by Southwark LA. The Academy will use the following timetable for applications each year (exact dates within the months may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the Southwark Admissions Forum or LA:

- a) September - The Academy will publish in its prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (eg in September 2007 for admission in September 2008). This will include details of open evenings and other opportunities for prospective pupils and their parents to visit the school. The Academy will also provide information to the LA for inclusion in the composite prospectus, as required;
- b) September/October - The Academy will provide opportunities for parents to visit the Academy
- c) November - Common Application Form to be completed and returned to the LA to administer;
- d) December - LA sends applications to the Academy;
- e) January - Academy sends list of pupils to be offered places to LA;
- f) February - LA applies agreed scheme for own schools, informing other LEAs of offers to be made to their residents;
- g) March - offers made to parents.
- h). Any late applications made between the offer date and 31st August will need to be made through the Local Authority.

Consideration of applications

7. The Academy will consider all applications for places. Where fewer than 180 Year 7 applications are received, the Academy will offer places to all those who have applied.

Procedures where the Academy is oversubscribed

8. Where the number of applications for admission is greater than the published admissions number, applications will be considered against the criteria set out below. After the admission of pupils with statements of Special Educational Needs where 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) children who have a sibling who already attends the school and who will continue to do so on the date of admission (for this purpose "sibling" means a whole, half or step-brother or -sister resident at the same address)
- c) children who live closest to the school using straight line measurement from the main entrance of the Academy to the main entrance to the child's home.
- d) Where the above criteria do not distinguish between applicants and there remains more than one applicant who would qualify for each of the remaining place(s) a ballot will be held to select the successful candidate to be offered the place(s)

Operation of waiting lists

9 Subject to any provisions regarding waiting lists in the LA's co-ordinated admission scheme, the Academy will operate a waiting list. Where in any year the Academy receives more applications for places than there are places available, a waiting list will be maintained by the LA until 31st August and subsequently by the Academy until 31st October. 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.

10. A child's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraphs 8 a - d of this Annex. When places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for appeals panels

11. Parents will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy. The Appeal Panel will be independent of the Academy. The arrangements for Appeals will be in line with the Code of Practice on School Admission Appeals published by the Department for Education and Skills as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel will be made in accordance with the Code of Practice on School Admission Appeals and will be binding on all parties. The Academy will provide written guidance for parents about how the appeals process works and will provide parents with a named contact who can answer any enquiries parents may have about the process.

Arrangements for admission to post 16 provision

12. The Academy will publish specific criteria in relation to minimum entrance requirements for the range of courses available based upon GCSE grades or other measures of prior attainment. The Academy's current Year 11 students, who meet the minimum entrance requirements for the range of courses available based upon GCSE grades or other measures of prior attainment, will have an

automatic right to progress from year 11 to year 12.

13. There will be a right of appeal to an Independent Appeals Panel for unsuccessful applicants.

Arrangements for admitting pupils to other year groups, including to replace any pupils who have left the Academy

14. Subject to any provisions in the LA's co-ordinated admission arrangements relating to applications submitted for years other than the normal year of entry, the Academy must consider all such applications and if the year group applied for has a place available, admit the child. If more applications are received than there are places available, the oversubscription criteria in paragraph 8 shall apply. Parents whose application is turned down are entitled to appeal.

Arrangements for admission of pupils as the Academy builds to its full capacity

15. The Academy will open on 1 September 2007 with a Published Admission Number of 180. This Published Admission Number will apply to all Year Groups.

II: ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS
Consultation

16. The Academy shall consult each year on its proposed admission arrangements.

17. The Academy will consult by 1 March:

- a) Southwark LA;
- b) Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LA;
- c) Any other governing body for primary and secondary schools (as far as not falling within paragraph (b) located within the relevant area for consultation.

Determination and publication of admission arrangements

18. Following consultation, the Academy will consider comments made by those consulted. The Academy will then determine its admission arrangements by 15th April of the relevant year and notify those consulted what has been determined.

Publication of admission arrangements

19. The Academy will publish its admission arrangements each year once these have been determined, by sending copies to:

- a) primary and secondary schools in Southwark LA;
- b) the offices of Southwark LA;
- c) public libraries in the area of Southwark LA (for the purposes of being made available at such libraries for reference).
- d) anyone who requests a copy from the Academy.

20. The published arrangements will set out:
- a) the name and address of the Academy and contact details;
 - b) a summary of the admissions policy, including oversubscription criteria;
 - c) numbers of places and applications for those places in the previous year; and
 - d) arrangements for hearing appeals.

Representations about admission arrangements

21. Where any bodies that were consulted, or that should have been consulted, make representations to the Academy about its admission arrangements, the Academy will consider the representations before determining the admission arrangements. Where the Academy has determined its admission arrangements and notified all those bodies whom it has consulted and any of those bodies object to the Academy's admission arrangements, they can make representations to the Secretary of State. The Secretary of State will consider the representation and in so doing will consult the Academy. Where he judges it appropriate, the Secretary of State may direct the Academy to amend its admission arrangements.

22. Those bodies named in paragraph 17 have the right to ask the Academy to increase its proposed Published Admissions Number for any year. Where such a request is made, but agreement cannot be reached locally, they may ask the Secretary of State to direct the Academy to increase its proposed Published Admissions Number. The Secretary of State will consult the Academy and will then determine the Published Admission Number.

23. In addition to the provisions at paragraphs 21 and 22 above, the Secretary of State may direct changes to the Academy's proposed admission arrangements and, in addition to the provisions above, the Secretary of State may direct changes to the proposed Published Admissions Number. The Secretary of State will consult the Academy before making any direction.

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

24. Once the admission arrangements have been determined for a particular year and published, the Academy will propose changes only if there is a major change of circumstances. In such cases, the Academy must notify the bodies named in paragraph 17 above of the proposed variation and must then apply to the Secretary of State setting out:

- a) the proposed changes;
- b) reasons for wishing to make such changes;
- c) any comments or objections from those entitled to object.

Need to secure Secretary of State's approval for changes to admission arrangements

25. The Secretary of State will consider applications from the Academy to change its admission arrangements only when the Academy has notified and consulted on the proposed changes as outlined at paras 16 - 17 above.

26. Following consultation, the Academy must secure the agreement of the Secretary of State before any such changes can be implemented. The Academy must seek the Secretary of State's approval in writing, setting out the reasons for the proposed changes and passing to him any comments or objections from other admission authorities/other persons.

27. The Secretary of State can approve, modify or reject proposals from the Academy to change its admission arrangements.

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

Implementation Budget

City Academy: AMR - Southwark 9

| Estimated Cash Flow (Figures to include VAT) | 2006 | | 2007 | | | | | | | | | TOTAL | |
|---|--------------|---------------|---------------|---------------|----------------|---------------|---------------|----------------|----------------|----------------|----------|----------|----------------|
| | Mth 11 | Mth 12 | £000s | | | | | | | | | | |
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | |
| Academy lead in costs | | | 743 | | 16,685 | 3,321 | 18,073 | 42,892 | 104,816 | 129,086 | | | 323,427 |
| Project Management | 2,409 | 18,194 | 18,194 | 18,194 | 18,194 | 18,740 | 18,740 | 18,740 | 18,740 | 18,740 | 18,740 | 0 | 168,882 |
| Governance | 0 | 0 | 0 | 0 | 0 | 4,935 | 4,935 | 4,935 | 4,935 | 0 | 0 | 0 | 19,740 |
| School Development Plan | 0 | 0 | 0 | 8,236 | 8,236 | 8,483 | 8,483 | 8,483 | 0 | 0 | 0 | 0 | 41,921 |
| Organisation of Learning | 0 | 0 | 0 | 8,236 | 8,236 | 8,483 | 8,483 | 8,483 | 0 | 0 | 0 | 0 | 41,921 |
| Student Policies and Procedures | 0 | 0 | 0 | 5,937 | 5,937 | 6,116 | 6,116 | 6,116 | 0 | 0 | 0 | 0 | 30,222 |
| Staff Policies and Procedures | 0 | 0 | 0 | 5,937 | 5,937 | 6,116 | 6,116 | 6,116 | 0 | 0 | 0 | 0 | 30,222 |
| Employment Records and Appointments | 0 | 0 | 0 | 2,938 | 5,875 | 2,938 | 2,938 | 2,938 | 0 | 0 | 0 | 0 | 17,625 |
| Financial Documentation / Systems | 0 | 0 | 0 | 2,605 | 2,605 | 2,684 | 2,684 | 2,684 | 0 | 0 | 0 | 0 | 13,262 |
| Start-up Grant | 0 | 0 | 2,438 | 2,438 | 2,438 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7,315 |
| Building Project | 0 | 0 | 0 | 6,670 | 6,670 | 6,670 | 6,670 | 0 | 0 | 0 | 0 | 0 | 20,010 |
| Health and Safety | 0 | 0 | 0 | 0 | 0 | 871 | 871 | 871 | 0 | 0 | 0 | 0 | 2,613 |
| ICT | 0 | 0 | 4,597 | 4,597 | 4,597 | 4,597 | 0 | 0 | 0 | 0 | 0 | 0 | 18,388 |
| Marketing and Collaboration | 0 | 0 | 0 | 5,889 | 5,889 | 6,066 | 6,066 | 6,066 | 0 | 0 | 0 | 0 | 23,911 |
| Service Agreements | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| Admissions and Exclusions | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| Publicity and Promotion | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - |
| Other (Incl Legal) | 0 | 7,730 | 6,468 | 10,204 | 9,233 | 6,136 | 5,234 | 4,749 | 1,894 | 1,499 | 0 | 0 | 53,167 |
| TOTAL | 2,409 | 33,736 | 32,460 | 81,882 | 100,534 | 86,154 | 88,737 | 107,005 | 130,385 | 149,325 | - | - | 812,627 |