

Department
for Education

Contents

| | |
|------------------------------------|----------|
| SUMMARY SHEET | 4 |
| Information about the Academy: | 4 |
| 1. ESTABLISHING THE ACADEMY | 7 |
| Definitions and interpretation | 7 |
| The Academy | 8 |

2. RUNNING OF THE ACADEMY

Teachers and staff

Pupils

SEN unit

Charging

Admissions

3. GRANT FUNDING

Calculation of GAG

Other relevant funding

4. LAND

Version 3

5. TERMINATION

Termination by either party

Termination Warning Notice

| | |
|--|-----------|
| Notice of intention to terminate by Academy Trust | 23 |
| Effect of termination | 25 |
| 6. OTHER CONTRACTUAL ARRANGEMENTS | 26 |
| Annexes | 26 |
| The Master Agreement | 27 |
| General | 27 |
| ANNEXES | 29 |
| 7. PUPILS WITH SPECIAL EDUCATION NEEDS (SEN) AND DISABILITIES | 29 |
| 8. ADMISSION OF PUPILS WITH SEN AND DISABILITIES | 29 |

SUMMARY SHEET

Information about the Academy:

| | |
|--|---|
| Name of Academy Trust | Bosco Catholic Education Trust |
| Company number | 10573272 |
| Date of Master Funding Agreement | 2017 |
| Name of academy | St Philip Howard Catholic School |
| Opening date | 1 April 2017 |
| Type of academy (indicate whether academy or free school) | Academy |
| Religious designation | Catholic |
| Wholly or partly selective | N/A |
| Name of predecessor school (where applicable) | The St Philip Howard Catholic High School |
| Capacity number | 1033 |
| Age range | 11-18 |
| Number of sixth form places | 214 |
| Number of boarding places | N/A |
| SEN unit / Resource provision | N/A |
| Land arrangements | Version 2 and version 3 |

(version 1-3 or other)

Address and title number of Land

Elm Grove S, Barnham, Bognor Regis PO22
0EN
WSX339566, WSX263136, WSX92659,
WX36474 and WBX328247

Please confirm which clause variations have been applied or marked as 'Not used'

| Clause No. | Descriptor | Applied | Not used |
|------------|---|---------|----------|
| 1.I | Only applies to free schools and new provision academies | | x |
| 2.A.1 | Clause applies where an academy was previously a VC or foundation school designated with a religious character | | x |
| 2.C, 2.D | Only applies where the academy has an SEN unit | | x |
| 2.E | Only applies where there was a predecessor independent school | | x |
| 2.G | Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies | x | |
| 2.M | Clause applies only to academies and free schools designated with a religious character | x | |
| 2.N | Clause applies only to academies that were formerly wholly selective grammar schools | | x |
| 2.O | Clause applies only to academies that were formerly partially selective grammar schools | | x |
| 2.T | Clause applies to free schools and new provision academies | | |

| Clause No. | Descriptor | Applied | Not used |
|------------|------------|---------|----------|
|------------|------------|---------|----------|

character – CE etc. rather than ‘Christian’

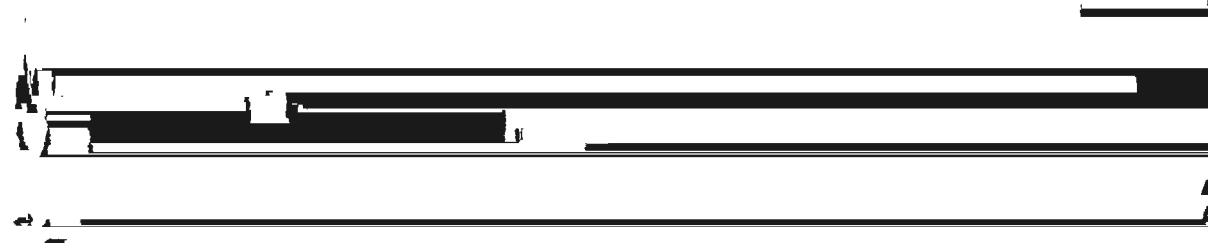
| | | | |
|-----------|--|---|--|
| 3.A – 3.F | Option 1 applies to converter and sponsored academies: if used delete option 2 | x | |
|-----------|--|---|--|

| | | | |
|-----------|---|--|---|
| 3.A – 3.F | Option 2 applies to free schools and new provision academies: if used delete option 1 | | x |
|-----------|---|--|---|

| | | | |
|-----|---|--|---|
| 3.H | Clause relating to Start-up only applies in some cases (does not apply to academy converters) | | x |
|-----|---|--|---|

| | | | |
|-----|---|--|---|
| 3.J | Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans | | x |
|-----|---|--|---|

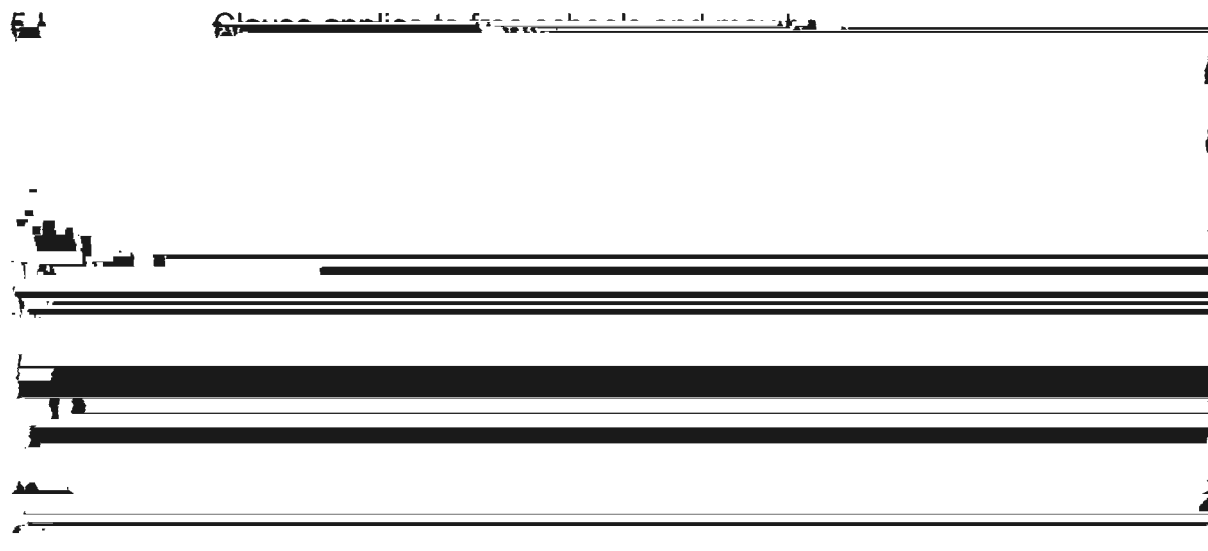
| | | | |
|-----|--|---|--|
| 3.K | Clause does not apply to free schools (unless there was a predecessor independent school) or new provision academies | x | |
|-----|--|---|--|



| | | | |
|-------|--|--|---|
| 5.G.1 | Clause applies only to a boarding academy/free school. | | x |
|-------|--|--|---|

| | | | |
|-----|--|--|---|
| 5.I | Clause only applies to sponsored academies | | x |
|-----|--|--|---|

| | | | |
|-----|--|--|---|
| 5.K | Clause applies to free schools and may be applied to new provision academies | | x |
|-----|--|--|---|



[REDACTED]

1.A This Agreement made between the Secretary of State for Education and Bosco Catholic Education Trust is supplemental to the master funding agreement made between the same parties and dated 2017 (the “**Master Agreement**”).

Definitions and interpretation

1.B Except as expressly provided in this Agreement words and expressions defined in the Master Agreement will have those same meanings in this Agreement.

1.C The following capitalised words and expressions will have the following

[REDACTED]

[REDACTED]

meanings:

“**The Academy**” means St Philip Howard Catholic School

[REDACTED]

The Academy

- 1.F The Academy is a mainstream 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 April 2017.
- 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.

Pupils

- 2.B The planned capacity of the Academy is 1022 in the age range 11-18

Charging

2.E Not used

Admissions

2.F Subject to clauses 2.K– 2.L the Academy Trust will act in accordance with, and will ensure that its Independent Appeal Panel is trained to act in accordance with, the School Admissions Code and School Admission Appeals Code published by the DfE (the “Codes”) and all relevant admissions law as they apply to foundation and voluntary aided schools, and with equalities law. Reference in the Codes or legislation to “admission authorities” will be deemed to be references to the Academy Trust.

2.G Pupils on roll in a Predecessor School which was a maintained or independent school will transfer automatically to the Academy on opening. All

~~children already offered a place at that Predecessor School must be admitted.~~

~~_____~~
~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

~~_____~~
~~_____~~
~~_____~~

The Academy Trust will contribute to the local Fair Access Protocol. The

~~_____~~
~~_____~~
~~_____~~

sections 1.9(f) and 2.4(a) of the School Admissions Code do not apply insofar as they prevent admission authorities from giving priority to children according to the financial or occupational status of parents exercising parental care

forms that ask for:

a) any personal details about their financial status or

b) whether parents are serving in the UK armed forces or were serving in the UK armed forces, and are exercising parental care and

described in the **Codes**) have the right to appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The arrangements for appeals must comply with the Codes as they apply to foundation and voluntary aided schools. The determination of the appeal panel is binding on all parties.

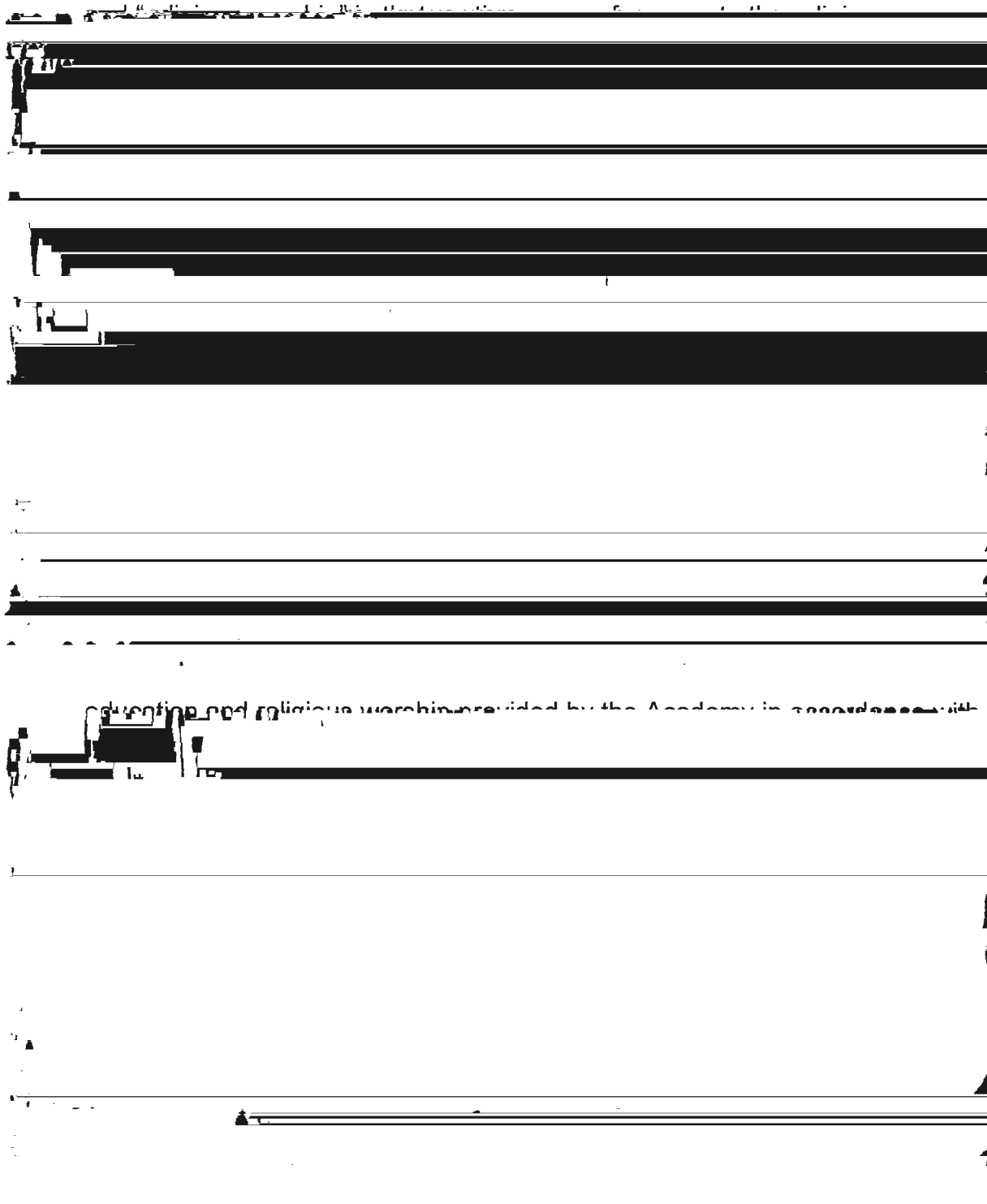
2.Q Subject to clause 2.R, the meaning of “**relevant area**” for the purposes of consultation requirements in relation to admission arrangements is that determined by the relevant LA for maintained schools in the area in

accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

2.R If the Academy does not consider the relevant area determined by the LA for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 4 August before the academic year in question for a

determination of the appropriate relevant area for the Academy.

2.V The Academy Trust must comply with section 71(1)-(6) and (8) of the School Standards and Framework Act 1998 as if the Academy were a community, foundation or voluntary school, and as if references to “religious education”



clause 2.W.

2.W Subject to clause 2.V, **where the academy is designated with a religious character** (in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010):

2.X **Not used:**

2.Y **Not used.**

2.Z The Academy Trust must have regard to any Guidance further to section 402

[REDACTED]

of the Education Act 1996, on sex and relationship 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 405 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

[REDACTED]

Guidance.

for pupils in Year 10 and above the formula which is based on the number of pupils

[REDACTED]

[REDACTED]

[REDACTED]

for maintained schools.

3.G The Secretary of State may, at his discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity in clause 2.9. If such an adjustment is made in any Academy Financial Year, this will not change the

basis of the formula for maintained schools.

[REDACTED]

[REDACTED]

Carrying forward of funds

3.L Any additional grant made in accordance with clause 3.I, for a period after the

Secretary of State has served a Termination Notice or a Termination Warning

[REDACTED]

Notice under this Agreement or otherwise terminates the Academy Agreement

[REDACTED]

may be carried forward without limitation or deduction until the circumstances set out in clause 3.I cease to apply or the Academy closes.

4. LAND

“Land” means the land at St. Philip Howard Catholic School, Elm Grove, C
[REDACTED]

- b) take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;
- c) promptly confirm to the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, permit the Secretary of State to

do so in its place; and

- e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or remove the Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

Obligations of the Academy Trust

4.B The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State's consent.

The Academy Trust must comply with the Lease and expressly enforce its

may apply to secure the registration

Property Notices

[REDACTED]

a) send a copy of it to the Secretary of State within 14 days, stating how the Academy Trust intends to respond to it;

b) promptly give the Secretary of State all the information he or she

[REDACTED]

about it;

c) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to comply with it, and

Sharing the Land

4.J Where

- a) the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and
- b) the Secretary of State then considers that not all the Land is needed for the operation of the Academy at planned capacity,

the Secretary of State must consult with the Academy Trust to determine

whether or not the Land should be reserved or sold to another Academy

Trust, as the Secretary of State considers appropriate, for the purpose of that

Academy Trust establishing and maintaining an educational institution on the

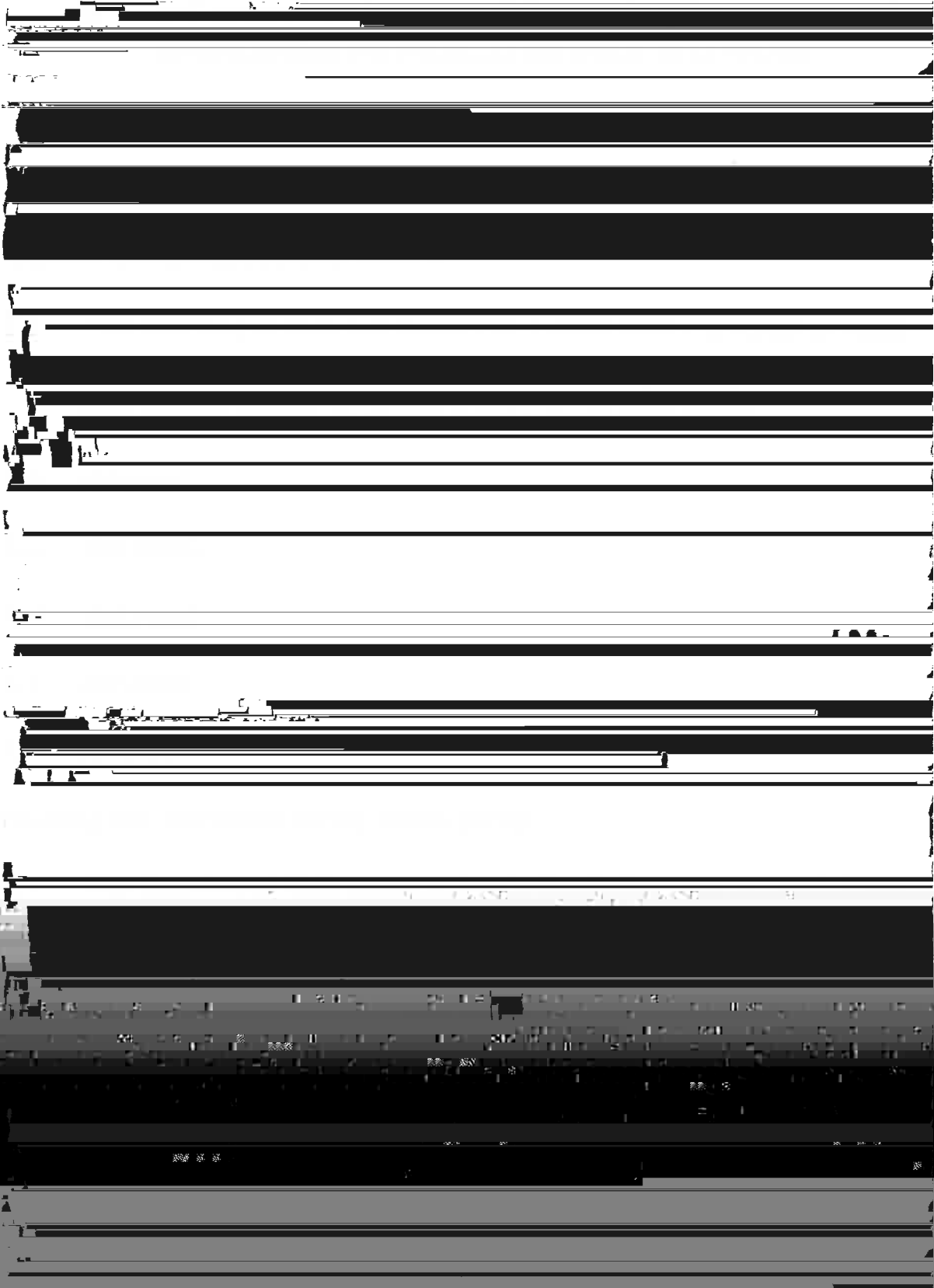
5.6 A Termination Warning Notice served under clause 5 B will specify:

- a) the action the Academy Trust must take;
- b) the date by which the action must be completed; and
- c) the date by which the Academy Trust must make any representations,
and confirm that it agrees to undertake the specified action

Trust which he receives by the date specified in the Termination Warning

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

- a) has not received any representations from the Academy Trust by the date specified in the notice; or



accordance with this Agreement.

Notice of intention to terminate by Academy Trust

5.R The Secretary of State will, before the start of each Academy Financial Year, provide the Academy Trust with a final funding allocation indicating the level of GAG and EAG to be provided in the next Academy Financial Year (the **“Funding Allocation”**)

5.S If the Academy Trust is of the opinion that, after receipt of the Funding Allocation for the next Academy Financial Year (the **“Funding Allocation”**)

[REDACTED]

steps will be taken; and

b) the shortfall in the Critical Year between the Funding Allocation and All

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Other Resources expected to be available to the Academy Trust to run the Academy and the projected expenditure on the Academy; and

d) detailed budget of income and expenditure for the Academy during

[REDACTED]

[REDACTED]

[REDACTED]

the Critical Year (the "Projected Budget").

5.U Both parties will use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent. Both parties recognise that they will need to engage in a

[REDACTED]

Academies Trust (or any 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 become insolvent, and the~~

Secretary of State will not have agreed to provide sufficient additional funding to cover the Shortfall, then the Academy Trust will be entitled to terminate this

~~Agreement by notice in writing on 31 August of the Critical Year. Any such~~

This Agreement was executed as a Deed on 30 March 2017

Executed on behalf of the **Academy Trust** by:



Director

W.

Witness

Name: JACQUELINE INGUS

Address: LETTERBOX COTTAGE
NORTON LANE
NORTON
PO20 1NH.

The Corporate Seal of

THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:



ANNEXES

7. PUPILS WITH SPECIAL EDUCATION NEEDS (SEN) AND DISABILITIES

“**Statement of SEN**” means a statement made under section 324 of the Education Act 1996.

“**EHC plan**” means an Education, Health and Care plan made under sections 37(2) 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 the Academy 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 reconsider.

The Secretary of State's determination will be final, subject to an appeal of

appeal which a parent of the child may have to the First Tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative

of the LA's notice, the Academy Trust must consent to being named, except where admitting the child would be incompatible with the provision of efficient education for other children, and no reasonable steps could secure compatibility. In deciding whether a child's inclusion would be incompatible with the efficient education of other children or the efficient use of resources, the Academy Trust must have regard to the relevant Guidance issued to maintained schools.

8.C If the Academy Trust decides that admitting the child would be incompatible with the provision of efficient education or the efficient use of resources, it must, within the 15 days, notify the LA in writing, giving its reasons for its decision.

8.D The Academy Trust must then seek to establish from the LA whether or not it agrees with this determination. If the LA does not agree with the Academy Trust's response, and names the Academy in the child's statement of SEN, the Academy Trust must admit the child to the school as specified in the statement or otherwise by the LA.

8.E If in such case, the Academy Trust considers that the LA should not have named the Academy in the statement, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The Secretary of State's determination will be final, subject only to any right of appeal which a parent of the child may have to the First-tier Tribunal (Special Educational Needs and Disability) or the

notwithstanding any other admissions requirements in this Agreement

- 8.H Clauses 8.A to 8.G only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools.



Department for Education

© Crown copyright 2014

You may re-use this document/publication (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence v2.0. Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

To view this licence:

Visit: www.nationalarchives.gov.uk/digital-licence/government-licence/version/2
email:

We welcome feedback. If you would like to make any comments about this publication, please email AFSPD.feedback@education.gsi.gov.uk, quoting the title of this document. Specific project queries should be sent to the allocated project lead/lead contact.

About this publication

enquiries www.education.gov.uk/contactus
download www.gov.uk/government/publications

Reference: DFE-00440-2014

Follow us on Twitter:

[@educationgovuk](https://twitter.com/educationgovuk)

Like us on Facebook:

[facebook.com/educationgovuk](https://www.facebook.com/educationgovuk)