

FREEDOM OF INFORMATION REDACTION SHEET

The Lancaster Academy

Supplemental Funding Agreement

Exemptions in full

n/a

Partial exemptions

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

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

Factors for disclosure

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

Factors for Withholding

- To comply with obligations under the Data Protection Act

Reasons why public interest favours withholding information

Information withheld in the interests of the The Lancaster Academy

| |
|--|
| |
| |
| |
| |



Department
for Education

Mainstream

pril 2016

Contents

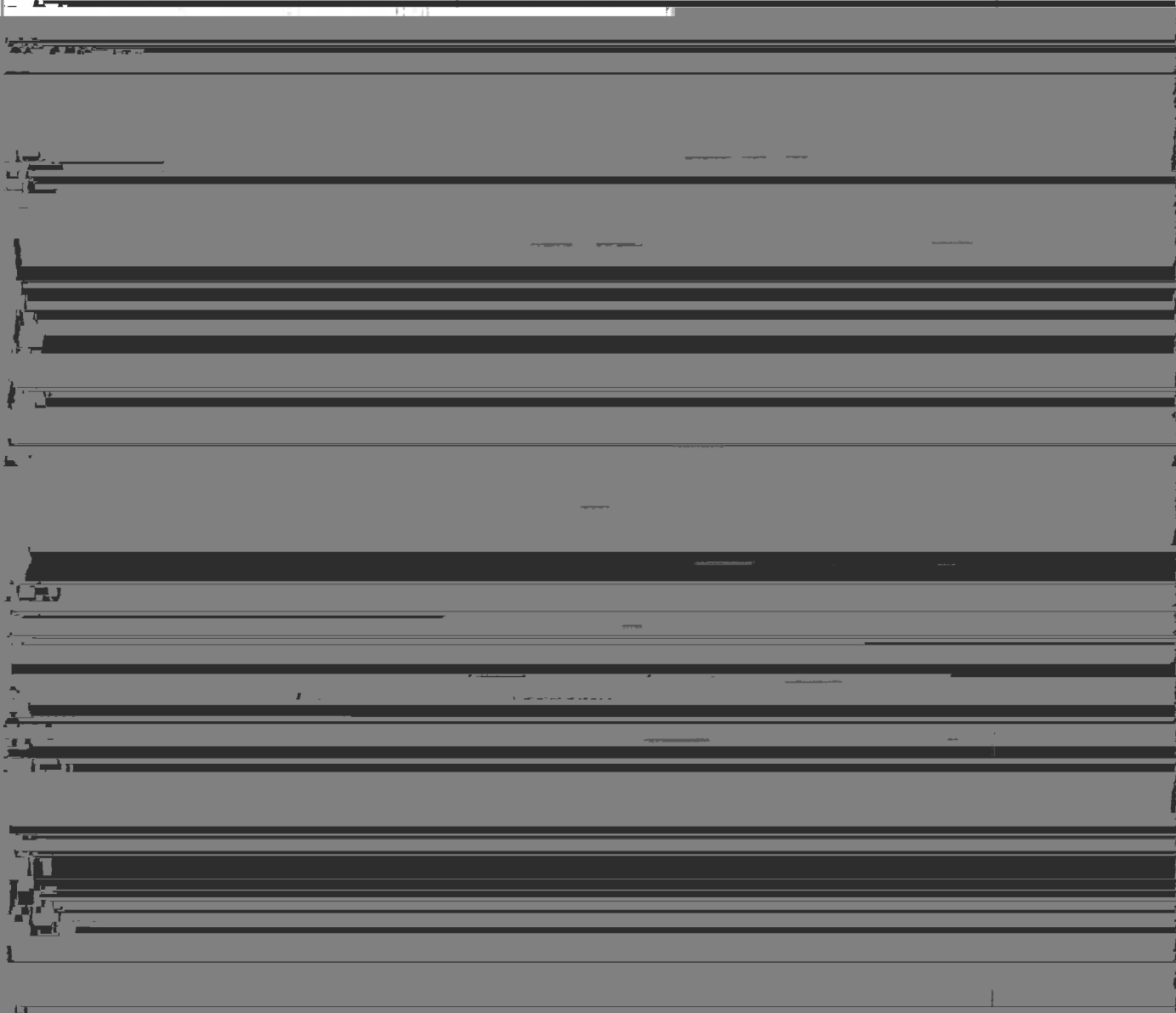
| | |
|---------------------------------------|-----------|
| SUMMARY SHEET | 4 |
| Information about the Academy: | 4 |
| 1. ESTABLISHING THE ACADEMY | 7 |
| <u>Definitions and interpretation</u> | 7 |
| The Academy | 8 |
| 2. RUNNING OF THE ACADEMY | 8 |
| Teachers and staff | 8 |
| Pupils | 8 |
| SEN unit | 8 |
| Charging | 9 |
| Admissions | 9 |
| Curriculum | 11 |
| 3. GRANT FUNDING | 13 |
| Calculation of GAG | 13 |
| Other relevant funding | 14 |
| 4. LAND | 15 |
| 5. TERMINATION | 20 |
| Termination by either party | 20 |
| | 20 |
| | |
| | |
| | |
| | |
| | |

| | |
|--|-----------|
| 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 | Learning Without Limits Academy Trust |
| Company number | 10269535 |
| | |

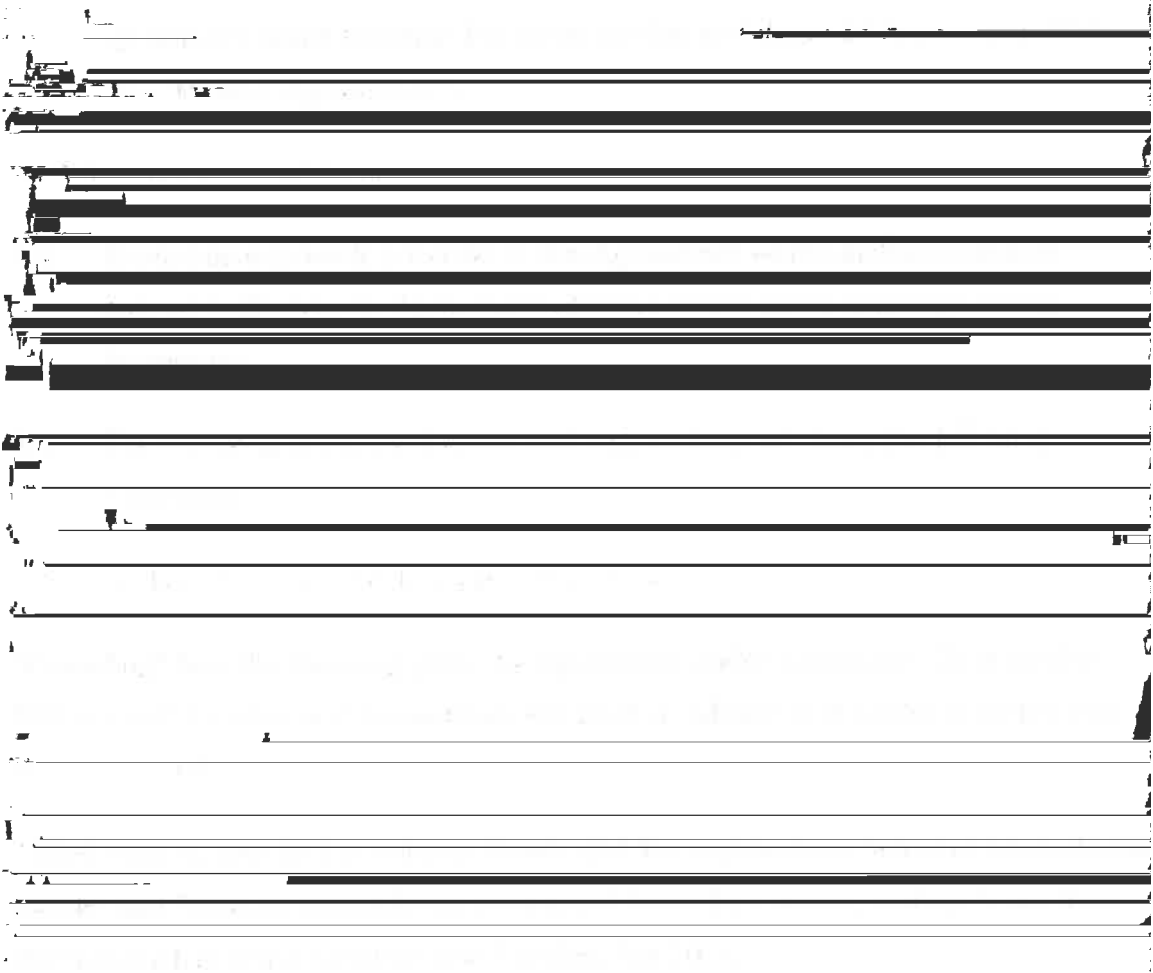


| Clause No. | Descriptor | Applied | Not used |
|------------|---|---------|----------|
| 1.1 | Only applies to free schools and new provision academies | | X |
| 2.A.1 | Clause applies where an academy was | | X |
| | [REDACTED] | | |
| | [REDACTED] | | |
| | [REDACTED] | | |
| | [REDACTED] | | |
| | [REDACTED] | | |
| | [REDACTED] | | |
| | [REDACTED] | | |
| 2.C, 2.D | Only applies where the academy has an SEN unit | | X |
| 2.E 2.Y | Only applies where there was a predecessor independent school | | X |
| | [REDACTED] | | |
| | [REDACTED] | | |
| | [REDACTED] | | |
| | [REDACTED] | | |

| | | | |
|-----------|---|---|---|
| 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.I | Clause only applies to full sponsored and | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | 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 |
| | Clause only applies to sponsored academies | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 5.K | Clause applies to free schools and may be | | X |

1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and Learning Without Limits Academy Trust is supplemental to the master funding



(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 meanings:

"The Academy" means The Lancaster Academy.

Parliament.

1.E Reference in this Agreement to clauses and annexes will, unless otherwise stated, be to clauses and annexes to this Agreement.

The Academy

1.F The Academy is a Mainstream Academy as defined in clause 1.4 of the

1.G

1.1 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 1200 in the age range 11-16. 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

9.E Subject to paragraph 2.16-2.1 the Academy Trust will act in accordance with

[REDACTED]

[Redacted content]

2.M Not used.

2.N Not used.

2.O Not used.

2.P The Academy Trust must ensure that parents and 'relevant children' (as

[Redacted content]

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

Curriculum

2.U The Academy Trust must provide for the teaching of religious education and a daily act of collective worship at 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" and "religious worship" in that section were references to the religious education and religious worship provided by the Academy in accordance with clause 2.X.

2.W Not used.

~~2.Y Subject to clause 2.V where the academy has not been 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):

...with the requirements for
[REDACTED]

Calculation of GAG

3A-3D. Not used.

3.E The Secretary of State will calculate GAG based on the pupil count at the Academy. In order to calculate GAG for the Academy Financial Year in which the Academy opens, the pupil count will be determined on the same basis as that used by the relevant LA for determining the budget of the maintained

[REDACTED]

Predecessor School.

For Academy Financial Years after that referred to in clause 3 E, the basis of

[REDACTED]

Trust during the Start-Up Period or during the period when year groups are present who have transferred from the Predecessor School, in order to allow the Academy to:

- a) purchase a basic stock of teaching and learning materials (including library books, text books, software, stationery, science equipment and equipment for physical education) and other consumable materials; and

[REDACTED]

the transfer of employees from a Predecessor School under the Transfer of Undertakings (Protection of Employment) Regulations 2006. Such payment will be agreed on a case-by-case basis. The Academy Trust must not budget for such a payment unless the Secretary of State confirms in writing that it will be paid.

Opening forward of funds

[REDACTED]

3.1 Any additional grant made in accordance with clause 3.1 for a period after the

[REDACTED]

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

[REDACTED]

Restrictions on Land transfer

4.A The Academy Trust must:

- a) within 28 days of the signing of this Agreement in circumstances where the Land is transferred to the Academy Trust prior to the date of this Agreement, or otherwise within 28 days of the transfer of the Land to the Academy Trust, apply to the Land Registry using Form RX1 for the

following restriction (the "Restriction") to be entered in the proprietorship register for the Land:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT:

- 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;~~
~~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~~

c) create or allow any encumbrance; or

The table contains multiple rows and columns, but the content is almost entirely obscured by black redaction bars. Only a few faint, illegible characters are visible within the grid.

register a Class C(iv) land charge in the Land Charges Registry, and send the Secretary of State a copy of the relevant entry within 7 days after the registration has been completed. If the Secretary of State considers that the Academy Trust has not complied with this clause, he must take steps to secure the registration.

4.G If the Academy Trust receives a Property Notice, it must:

- 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 asks for 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
- d) use its best endeavours to help the Secretary of State in connection with it.

Breach of Lease

4.H If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Lease, the Academy Trust must immediately give

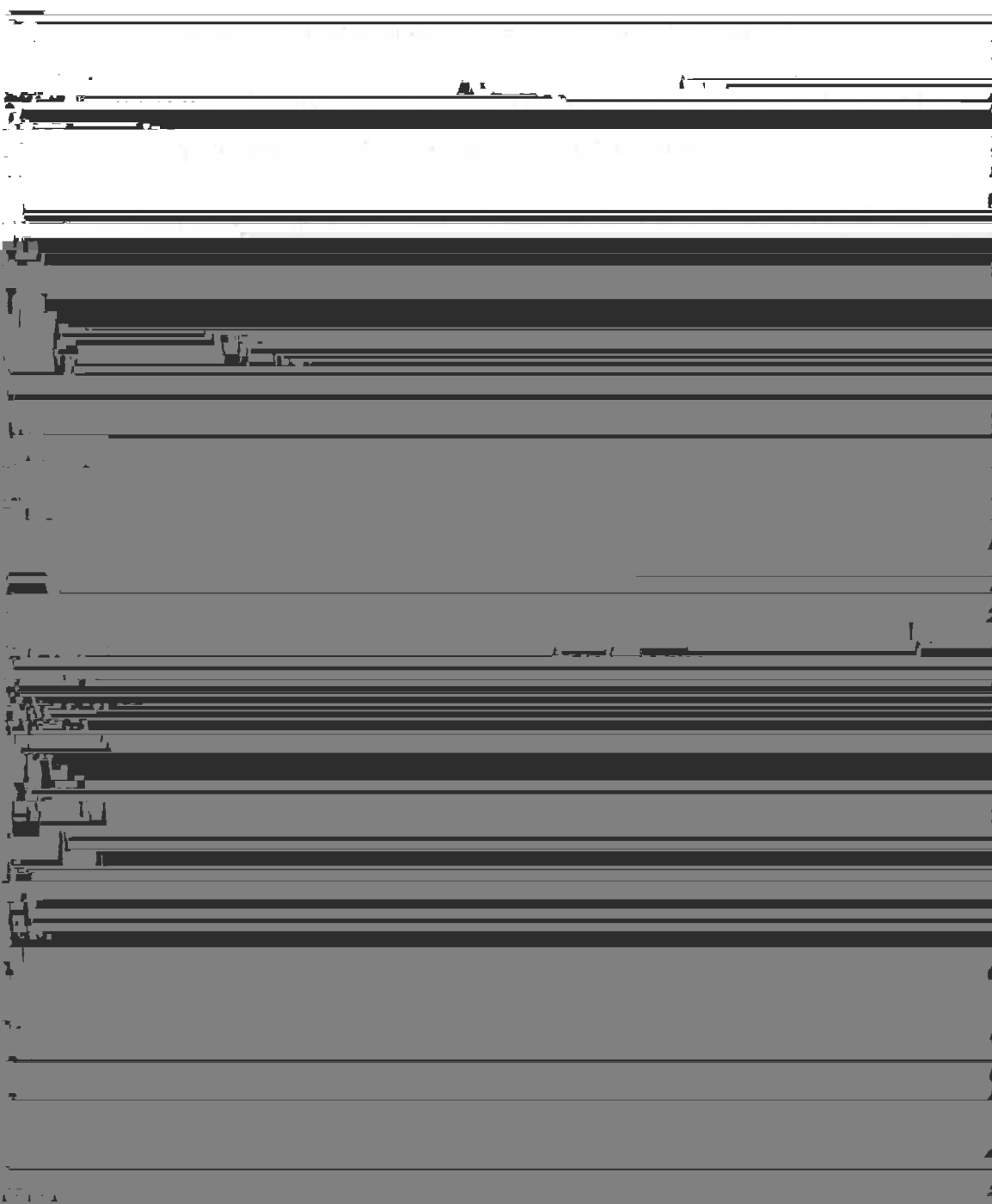
[REDACTED]

- c) use its best endeavours to help the Secretary of State to remedy or prevent the breach.

Sharing the Land

4.J Where:

- a) the Secretary of State identifies basic or parental need for additional



additional demand for pupil places in the area where the Academy is

[REDACTED]

TERMINATION

[REDACTED]

Termination by either party

5.A Either party may give at least seven Academy Financial Years' notice to

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

the relevant year.

Termination Warning Notice

5.B The Secretary of State may serve a Termination Warning Notice where he considers that:

- a) the Academy Trust has breached the provisions of this Agreement or

or confirm that it agrees to undertake the specified action.

5.D The Secretary of State will consider any representations from the Academy

[REDACTED]

or

- b) the Academy requires significant improvement

the Secretary of State may serve a Termination Warning Notice specifying

[REDACTED]

5.G.1 Not used.

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

- a) [REDACTED] has not received any representations from the Academy Trust by the date specified in the notice; or
- b) having considered the representations made by the Academy Trust

...satisfied that this Agreement should be terminated:

[REDACTED]

5.I If the Chief Inspector gives a notice referred to in clause 5.F to the Academy

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 against that

5.K Not used.

5.L Not used.

5.M Not used.

5.N Not used.

5.O Not used.

Funding and admission during notice period

5.P 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, and to receive GAG and EAG, in accordance with this Agreement.

5.Q If the Secretary of State serves a Termination Warning Notice or a Termination Notice otherwise than under clause 5 A, the Academy Trust may

[REDACTED]

ii. any professional accounting advice the Academy Trust has

received;

iii. a detailed statement of steps which the Academy Trust proposes

to take to ensure that the running costs of the Academy are

[REDACTED]

14.21. [REDACTED] and the period of time within which such

5.X The Expert will 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 schools. If the parties fail to

agree the appointment of the educational specialist then the educational specialist will be appointed by the Chairman of the Specialist Schools and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

specialist will be appointed by the Chairman of the Specialist Schools and
Advisory Trust (or any successor equivalent body). The educational

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Master Agreement

6.B Except as expressly provided in this Agreement, all provisions of the Master

Agreement have full force and effect.

[REDACTED]

6.C The Academy Trust cannot assign this Agreement.

6.D Failure to exercise, or a delay in exercising, any right or remedy of the

Academy Trust under this Agreement (including the right to terminate this Agreement) shall not constitute a waiver of any such right or remedy.

[REDACTED]

This Agreement was executed as a Deed on 30 March 2017

Executed on behalf of the Academy Trust by:

and

Director

Director

The Corporate Seal of

THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:

Duly Authorised

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 any right of

~~appeal to the First-Tier Tribunal (Special Educational Needs) under section 44 of the Education Act 2010.~~

8. ADMISSION OF PUPILS WITH SEN AND DISABILITIES

~~7.B Where a LA proposes to name one of the Academies in a statement of SEN~~

8.A The Academy Trust must for each of its Academies, subject to its right of appeal to the Secretary of State, admit all pupils with a statement of SEN naming the Academy.

~~7.D Where a LA proposes to name one of the Academies in a statement of SEN~~

from admitting the child would be incompatible with the provision of efficient

[REDACTED]

...for other children, and no reasonable steps could secure

[REDACTED]

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, provided you acknowledge the original source and the Creative Commons
Attribution-NonCommercial-ShareAlike 4.0 International License. Where

