

DCSF MODEL SUPPLEMENTAL AGREEMENT

SHENE ACADEMY

THIS AGREEMENT made 17th AUGUST 2010

BETWEEN

(1) **THE SECRETARY OF STATE FOR CHILDREN, SCHOOLS AND FAMILIES**; and

(2) **THE ACADEMIES ENTERPRISE TRUST** a charitable company incorporated in England and Wales with registered number 6625091 (the "Company")

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated 10 July 2008 (the "**Master Agreement**").

1 DEFINITIONS AND INTERPRETATION

1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement.

1.2 The following words and expressions shall have the following meanings:

"the Academy" means the Shene Academy to be established at Shene.School, Park Avenue, East Sheen, London, SW14 8RG

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

"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:

Less than 12 months	36 months
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Less than 24 months but 12 months or more 24 months

24 months or more 12 months

1.3 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

2 THE ACADEMY

2.1 The Company will establish and maintain, and carry on or provide for the carrying on of the Academy in accordance with the Master Agreement and this Agreement.

2.2 The specialism of the Academy will be English and Business Enterprise.

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 2010.

2.5 The planned final pupil number of the Academy is 1100.

3 CAPITAL GRANT

Where the Academy is to open in new premises, or where existing premises are to be substantially refurbished or remodelled to enable the Academy to open in such premises, the Secretary of State may, in his absolute discretion, be responsible for meeting the incurred Capital Expenditure for that Academy. To that end, the Secretary of State will consider providing funding in accordance with any arrangements as he considers appropriate.

4 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.

5 **TERMINATION**

- 5.1 Either party may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August • or any subsequent anniversary of that date.
- 5.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 13 of the Master Agreement or that the conditions and requirements set out in clauses 14 - 56 of the Master Agreement are not being met, or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.
- 5.3 Any such notice shall be in writing and shall:
- 5.3.1. state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 13 of the Master Agreement or is not meeting the conditions and requirements of clauses 14-56 of the Master Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;
 - 5.3.2. specify the measures needed to remedy the situation or breach;
 - 5.3.3. specify a reasonable date by which these measures are to be implemented;
and
 - 5.3.4. state the form in which the Company is to provide its response and a reasonable date by which it must be provided.
- 5.4 If no response is received by the date specified in accordance with clause 5.3.4, the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.
- 5.5 If a response is received by the date specified in accordance with clause 5.3.4, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:

- 5.5.1. he is content with the response and/or that the measures which he specified are being implemented; or
- 5.5.2. he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or
- 5.5.3. he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
- 5.6 In the circumstances of clause 5.5.3 the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from directors of the Company and the Academy 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 13 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 14-56 of the Master Agreement or the Company is in material breach of the provisions of this Agreement or the Master Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Company twelve months written notice to terminate this Agreement.
- 5.7 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 5.6 may be shortened to a period deemed appropriate by the Secretary of State.
- 5.8 The Secretary of State 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 Academy Financial Year (the indicative Funding"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following Academy Financial Year (the "Critical Year") and of the taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 117 of

the Master Agreement and such other funds as are and likely to be available to the Academy from other academies operated by the Company ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current Academy Financial Year.

5.9 Any notice given by the Company under clause 5.8 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 5.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

5.9.1. the grounds upon which the Company's opinion is based and include the evidence of those grounds and any professional accounting advice the Company has received and including a detailed statement of steps which the Company proposes to take with a view to ensuring that as soon as reasonably practicable the costs of running the Academy are reduced sufficiently to ensure that such costs are less than the Indicative Funding and All Other Resources and the period of time within which such steps will be taken; and

5.9.2. the shortfall in the Critical Year between the Indicative Funding and All Other Resources expected to be available to the Company to run the Academy and the projected expenditure on the Academy; and

5.9.3. a detailed budget of income and expenditure for the Academy during the Critical Year (the "Projected Budget").

5.10 Both parties undertake to use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and undertake to use their best endeavours to agree a practical solution to the problem.

5.11 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy during the

Critical Year on the basis of the Indicative Funding and All Other Resources would cause the Company to become insolvent, then that question shall be referred to an independent expert (the "**Expert**") for resolution. The Expert's determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in funding (the "**Shortfall**"). The Expert shall be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert's fees shall be borne equally between the parties.

- 5.12 The Expert shall be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of large schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist's fees shall be borne equally between the parties.
- 5.13 If the Expert determines that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent, and the Secretary of State shall not have agreed to provide sufficient additional funding to cover the Shortfall, then the Company shall be entitled to terminate this Agreement, by notice expiring on 31 August prior to the Critical Year. Any such notice shall be given within 21 days after (a) the Expert's determination shall have been given to the parties or (b), if later, the Secretary of State shall have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.
- 5.14 If the Company shall have given notice to terminate the Agreement under 5.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons as directors of the Company in accordance with the Articles.
- 5.15 The Secretary of State may at any time by notice in writing terminate this Agreement forthwith if the Academy has ceased (except where such cessation occurs temporarily by reason of an event beyond the reasonable control of the Company) to

operate as an Academy within the meaning of Section 482 of the Education Act 1996.

5.16 A "Special Measures Termination Event Occurs" when:

5.16.1 the Chief Inspector gives a notice to the Company in accordance with section 13(3) of the Education Act 2005 (the "Special Measures Notice") stating that in his opinion special measures are required to be taken in relation to the Academy; and

5.16.2. not less than the Minimum Period after the Special Measures Notice, the Chief Inspector carries out a subsequent inspection of the Academy in accordance with the Education Act 2005 and makes a report in accordance with the Education Act 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

5.16.3. the Secretary of State shall have requested the Company to deliver within 10 Business Days a written statement (a "Further Action Statement") of the action the Company proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and

5.16.4. the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Company is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise.

5.17 If a Special Measures Termination Event occurs, the Secretary of State may:

5.17.1. by notice in writing to the Company terminate this Agreement forthwith; or

5.17.2. subject to clauses 141-144 of the Master Agreement, appoint such Further Directors to the Company as he thinks fit in accordance with the Articles and/or may provide up to 12 months' notice in writing to terminate this Agreement.

5.18 In the event that the Secretary of State appoints Further Directors in accordance with clause 5.17.2, the Company must, upon the request of the Secretary of State,

procure the resignation of the Sponsor Directors (as defined in the Articles) in accordance with the Articles.

6 EFFECT OF TERMINATION

6.1 In the event of termination of this Agreement however occurring, the school shall cease to be an Academy within the meaning of Section 482 of the Education Act 1996.

6.2 Subject to clause 6.3, if the Secretary of State terminates this Agreement for reasons other than that a Special Measure Termination Event occurs, the Academy no longer has the characteristics set out in clause 13 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 14-56 of the Master Agreement or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State shall indemnify the Company.

6.3 The amount of any such indemnity shall be determined by the Secretary of State having regard to any representations made to him by the Company, and shall be paid at such times and in such manner as the Secretary of State may reasonably think fit.

6.4 The categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify the Company include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.

6.5 Subject to clause 6.6, on the termination of this Agreement however occurring, the Company shall in respect of any of its capital assets at the date of termination:

(a) promptly transfer a proportion of the assets to a person nominated by the Secretary of State, if the Secretary of State considers that all or some of those assets need to be used for educational purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later; or

(b) if the Secretary of State confirms that a transfer under clause 6.5(a) is not required, promptly repay to the Secretary of State a sum equivalent to the percentage of the value of the assets at the date of termination, or, by agreement with the Secretary of State, at the date of subsequent disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later.

6.6 The Secretary of State may waive in whole or in part the repayment due under clause 6.5(b) if:

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

b) The Secretary of State directs all or part of the repayment to be paid to the L A.

6.7 If any land or premises of the Academy were acquired by the Company from an LA by a scheme under Schedule 35A of the Education Act 1996 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 Education Act 1996 , the Company may dispose of its interest in that land or premises but only with the consent of the Secretary of State, who shall have regard to any representations from the Company and the LA from which the land was transferred before giving or withholding that consent.

7 **ANNEX**

The Annex to this Agreement forms part of and is incorporated into this Agreement.

8 **THE MASTER AGREEMENT**

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

9 **ENGLISH LAW**

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

This Agreement was signed on

2010

SIGNED on behalf of Academies Enterprise Trust by :



.....
Director

SIGNED on behalf of the Secretary of State by :



.....
Duly Authorised

ANNEX TO THIS SUPPLEMENTAL AGREEMENT

THE ADMISSION OF PUPILS TO THE RICHMOND PARK ACADEMY

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Academy Trust.
2. The Academy Trust will act in accordance with, and will ensure that the Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code and the School Admission Appeals Code published by the Department for Children, Schools and Families ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or law to "admission authorities" shall be deemed to be references to the governing body of the Academy Trust.
3. Notwithstanding the generality of paragraph 2 of this Annex B, the Academy Trust will take part in the Admissions Forum set up by the LA and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA and the local in-year fair access protocol.
4. Notwithstanding any provision in this Agreement, the Secretary of State may:
 - (a) direct the Academy Trust to admit a named pupil to the Richmond Park Academy on application from a local authority. Before doing so the Secretary of State will consult the Academy Trust.
 - (b) direct the Academy Trust to admit a named pupil to the Richmond Park Academy if the Academy Trust has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes.
5. The Academy Trust shall ensure that parents and 'relevant children' will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The Independent Appeal Panel will be independent of the Academy Trust. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Children, Schools and Families as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.
6. The Academy Trust shall prepare guidance for parents and relevant children about how the appeals process will work and provide them with a named contact who can answer any enquiries they may have about the

process. The Academy Trust may, if it chooses, enter into an agreement with a LA or any other organisation for it to recruit, train and appoint appeal panel members, and to arrange for the process to be independently administered and clerked.

7 In paragraphs 5 and 6 above, 'relevant children' means:

- a) in the case of appeals for entry to a sixth form, the child, and;
- b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

Rellevant Area

8 Subject to paragraph 9, "relevant area for consultation" means the "Relevant Area"¹ determined by the local authority for maintained schools in the area (in accordance with the meaning of "Relevant Area" within the School Admissions Code).

9. If the Academy does not consider this meaning to be appropriate, it must apply to the Secretary of State by 1 August for a determination, setting out the reasons for this view.

10. The Secretary of State will consider the Academy's application and will by 30 September either:

- a. determine the area for consultation; or
- b. determine that the meaning within paragraph 8 should apply.

11. The Secretary of State may consult the local authority before making such a determination

12. Within 14 days of the Secretary of State's determination, the Academy will notify the consultees listed in paragraph 14 of the determination.

13. In the event of a paragraph 10a determination, a map of the relevant area (or a list of post-codes) will be attached as an appendix to this annex B.

ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

14. The Academy Trust shall consult the following parties on the Academy's proposed admission arrangements for a minimum of eight weeks between 1 November and 1 March in the 'Determination Year'¹:

¹ A 'determination year' is the Academy Financial Year beginning two years before the Academy Financial Year which the admissions arrangements will be for e.g. consultation to

- a) The LA.
- b) The admission forum for the LA.
- c) Any other admission authorities for primary and secondary schools located within the relevant area for consultation.
- d) Any other governing body for primary and secondary schools (as far as not falling within paragraph c)) located within the relevant area for consultation.
- e) Affected admission authorities in neighbouring local authority areas.
- f) Parents living in the relevant area for consultation whose children have attained the age of two but are not above compulsory school age and who are or will be eligible to apply to be admitted to the Academy;
- g) Community groups which the Academy considers relevant;
- h) Teaching unions if the consultation includes an increase in admission number.

Such consultation shall be in line with the requirements of the Codes and relevant admissions legislation, which at the date of this Agreement is section 89 of the School Standards and Framework Act 1998 as amended, and Regulations under that section.

15. From 2011-12, and for subsequent years, consultation in line with paragraph 14 is not required in any year where the following conditions are met:

- a) the admission arrangements were consulted upon in one or both of the previous two years; and
- b) there have been no changes, or proposed changes, since the last consultation.

16. As soon as any changes are made to arrangements, or proposed, the consultation cycle in paragraph 14 must be followed for the next determination year.

Academy Trust Determination of Admission Arrangements

17. The Academy Trust will consider comments made by those consulted in accordance with paragraph 14, including any requests to amend the proposed admission number, before determining the admission arrangements for the Academy.

18. The Academy Trust will determine the Academy's admission arrangements annually by 15 April of the Determination Year and notify consultees listed in paragraph 14 what has been determined within 14 days of that decision being made.

end in March 2009 and determination to be in April 2009 for admissions in September 2010

Representations about admission arrangements

19. Where the Academy Trust has determined the Academy's admission arrangements and notified all consultees listed in paragraph 14, if any of those persons or bodies object to the Academy's admission arrangements, including the proposed admission number, they can make representations to the Secretary of State. Any representations must be made by 30 June in the Determination Year.

Secretary of State's Consent for Changes to Admission Arrangements

20. Where the admission arrangements determined in a Determination Year in accordance with paragraph 18 are different from the admission arrangements currently in existence for the Academy, the Academy Trust shall by 30 June in the Determination Year apply to the Secretary of State for him to consent to such amended admission arrangements.

Secretary of State's Power to Accept Modify or Reject Admission Arrangements

21. Where the Secretary of State has received any representations made in accordance with paragraph 19, the Secretary of State must consult the Academy Trust on such representations. Following such consultation, by 31 July in the Determination Year the Secretary of State may direct that the Academy Trust amends the proposed admission arrangements for the Academy. The Academy Trust shall comply with any such direction.

22. Where the Secretary of State has received an application made in accordance with paragraph 20 seeking his consent to any amended admission arrangements, the Secretary of State must by 31 July in the Determination Year either approve the amended admission arrangements or direct that the amended admission arrangements are not implemented or must be modified. The Academy Trust must comply with any such direction.

Publication of Admission Arrangements

23. The Academy Trust shall each Determination Year publish the Richmond Park Academy's agreed admission arrangements by:

- a) copies being sent to the persons consulted in paragraph 14;
- b) copies being sent to primary and secondary schools in the LA's area;
- b) copies being sent to the offices of the LA;
- c) copies being made available without charge on request from the Academy;
- d) copies being sent to public libraries in the area of the LA for the

purposes of being made available at such libraries for reference by parents and other persons.

e) a copy being uploaded to the Academy's website (if it has one).

24. The published admission arrangements will set out:

a) the name and address of the Richmond Park Academy and contact details;

b) a summary of the admission policy, including full oversubscription criteria and any arrangements for post-16 admission;

c) a statement of any religious affiliation if relevant;

d) numbers of places and applications for those places in the previous year; and

e) arrangements for hearing appeals.

Proposed Changes to Admission Arrangements by the Richmond Park Academy After Arrangements Have Been Published

25. Subject to paragraph 26, once the Academy's admission arrangements have been determined for a particular year and published, the Academy Trust will not make any change to such arrangements unless there is a major change of circumstances and the following procedures have been followed:

- a) the Academy Trust has consulted those who are required to be consulted under paragraph 14 above on the proposed variation;
- b) following such consultation, the Academy Trust has applied to the Secretary of State to approve the change setting out:
 - i) the proposed change;
 - ii) reasons for wishing to make such a change;
 - iii) any comments or objections to the proposal from those consulted; and
- c) following such application, the Secretary of State has provided his consent to the proposed variation.

26. The Academy Trust shall following the prior written agreement or direction of the Secretary of State vary the Academy's admission arrangements where such changes are necessary to ensure compliance with the relevant provisions of admissions law or the Codes as they apply to maintained schools. Such changes may be made at any time.

27. Any changes to the Academy's admission arrangements brought about through the variation processes in paragraphs 25 or 26 above must be

published within the Academy's prospectus and on its website (if it has one) and be communicated within 7 days to those persons who must be consulted under paragraph 14.

28. The Academy Trust must make arrangements for a parent of a child who has attained the age of two but is not above compulsory school age and who has been, is or will be eligible to apply to be admitted to the Academy to make representations to the Secretary of State that any aspect of the Academy's admission arrangements does not comply with the relevant provisions of admissions law or the Codes as they apply to maintained schools.

29. Where a representation is made in accordance with paragraph 28, the Secretary of State may, after consulting the Academy Trust, direct that the Academy Trust modify its arrangements for the admission of pupils to the Academy so that they comply with the relevant provisions of admissions law and the Codes as they apply to maintained schools. The Academy Trust must comply with any such direction.

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

PROCEDURE FOR ADMITTING PUPILS TO THE ACADEMY

Admission Number(s)

31. The Academy Trust has the following agreed admission numbers for the Academy for the year 2010/2011 and, subject to any changes approved or required by the Secretary of State, for subsequent years:

a) 220 for pupils in Year 7.

32. In any specific year, the Academy Trust may set a higher admission number than the Richmond Park Academy's agreed admission number for an applicable year group. Before setting an admission number higher than its agreed admission number, the Academy Trust will consult those listed at paragraph 14. Pupils will not be admitted in any year group above the published admission number for that year group unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

33. If the Academy admits a total of 26 pupils in excess of its admission number in any 3 year period it will determine a higher admission number, after consulting those bodies listed at paragraph 14.

Process of Application

34. Arrangements for applications for places at the Richmond Park Academy will be made in accordance with the LA's co-ordinated admission arrangements and will be made on the Common Application Form (CAF)

provided and administered by the Richmond upon Thames LA.

35. The Academy Trust will use the LA's timetable for applications to the Richmond Park Academy each year (exact dates within the months may vary from year to year). This will fit in with the timetable for the co-ordination of admission arrangements within the LA as agreed by the, Admissions Forum, the LA, local schools and Academies:

- a) Applicants resident within Richmond upon Thames LA must return the CAF to Richmond upon Thames LA by **Monday 31 October 2010**.
- b) However, parents/carers will be encouraged to return the CAF to Richmond upon Thames LA by **Friday 22 October 2010**, the Friday before half-term, so that Richmond upon Thames LA has as much time as possible to check applications before it passes data to other LAs via the Pan-London Register ("PLR").
- c) Any changes to preferences or to the order of preferences on a CAF made after **31 October 2010**, will mean that application will be treated as late, unless the child's family have had to move unexpectedly at very short notice.
- d) Application data relating to applications to schools in other participating LAs will be up-loaded to the PLR, and/or passed to other admissions authorities in Richmond upon Thames, by **15 November 2010**.
- e) Richmond upon Thames LA will accept late applications only if they are late for a good reason, and only up to **10 December 2010**. Examples of what will be considered as good reasons include: when a single parent has been ill for some time, or has been dealing with the death of a close relative; a family, at short notice, has just moved into the area or is returning from abroad (proof of ownership or tenancy of a property within Richmond upon Thames will be required in these cases). The LA will consider other circumstances will be considered, but each case will be decided on its own merits.
- g) Richmond upon Thames LA will eliminate, as the home LA, all but the highest ranked offer where an applicant can potentially be made more than one offer by the LAs who are participating in the pan-London scheme, where information relating to those potential offers has been submitted within deadline to the PLR. This will involve exchanges of information between the LA and the PLR, which will continue until a steady state is achieved (which the PLR will indicate). Richmond upon Thames will transmit to the PLR information about which final offers have, and have not been, determined no fewer than five working days **before 1 March 2011**. The PLR will in turn transmit this information to the relevant maintaining LAs. Richmond upon Thames LA will upload the highest potential offer available to an applicant for a maintained school in Richmond upon Thames LA to the PLR by **3 February 2011**.

Offers

- a) On 1 **March** 2011, 'National Offer Day', parents will be sent a letter from their home LA notifying them of the school place offered.
- b) Details of the pupils to be offered a place will, if possible, be made available to Richmond Park Academy by **25 February 2011**.
- c) From 7 a.m. on 2 March 2011 parents who applied online will be able to log on to find out the outcome of their application.

Post-'National Offer Day'

- a) Richmond upon Thames LA will ask parents to return the reply slips, to confirm whether they wish to accept or decline the offer made to them on National Offer Day, by 15 March 2011.
- b) Where a parent accepts or declines a place, this information will be passed on to Richmond Park Academy by 22 March 2011. Subsequent information will be transferred as quickly as possible.
- c) Richmond upon Thames LA will draw up waiting lists when schools are over-subscribed and if there are parents who still wish to have an opportunity for their child to attend those particular schools. Lists will be maintained, and places allocated, in accordance with each admissions authority's published criteria for admission to oversubscribed schools.
- d) Richmond upon Thames LA will administer waiting lists for Richmond Park Academy until 1 **September** 2011, at which point it will be passed to the Academy and administered, strictly in accordance with its relevant oversubscription criteria, for as long as parents wish their children's names to remain on the lists.
- e) All post-offer applications will continue to be made via the resident's home LA.
- f) Applications received after 1 September 2011, and for places in year group other than the normal year of entry to secondary school, will be treated as 'in-year' admissions. In-year admissions for schools in Richmond Borough will be dealt with by the schools concerned, in accordance with the LA's scheme for coordination of in-year admissions.

Consideration of Applications

37. The Academy Trust will consider all applications for places at the Richmond Park Academy. Where fewer than the published admission number(s) for the relevant year groups are received, the Academy Trust will

offer places at the Richmond Park Academy to all those who have applied.

Procedures where Richmond Park Academy is oversubscribed

Places will be allocated to those children whose parents/carers have expressed a preference for the Academy by submission of an application form to the Local Authority by the published deadline.

Where the number of applications for admission is greater than the published admission number, applications will be considered against the criteria set out below. After the admission of pupils with statements of Special Educational Needs where the Richmond Park 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 an exceptional medical or social need requiring attendance at a particular school rather than any other school. Such needs must be supported, at the time of application, by reports or letters from suitable professionals such as GPs, consultants or social workers. Circumstances cannot be taken into account unless information is provided at the time of application and failure to provide such information at that stage may therefore affect whether or not the children are allocated places at the preferred schools. All information submitted will be regarded as confidential.
- c) Children who have siblings (by which is meant full, step-, half- and adopted siblings living in the same household) at the Academy at the point of admission;
- d) Children who attend a linked primary or junior school (see note 6);
- e) Children living closest to the preferred Academy, measured by the shortest route by road or maintained footpath, accompanied as necessary, from the middle (the "seed-point") of their home to the nearest pedestrian school gate used by the relevant year-group. Accessibility of private or public transport will not be considered. All distances will be measured using a computerised Geographical Information System (GIS).

Notes:

1. Any offer of a place on the grounds of proximity is conditional on the child being resident at the address provided at the closing date for application. A business address, a childminder's address, or any address other than the child's home will not be accepted. Proof of address will be sought and may be the subject of further investigation.
2. Criterion 'e' shall be used as a tie-breaker should criteria 'a'-'d' be oversubscribed. In the event that there are more than one child living at the same address who would be considered for the last admission, the Academy will admit all such children.
3. These criteria will apply to all applicants, regardless of the borough in which they live.
4. Late applications will NOT be processed until after all on-time applications.

5. The Authority reserves the right to seek verification of the information parents have given on the application form and to withdraw places if false information has been given.
6. Links between schools can be formed and lost on the basis of the number of children who transfer, or if the schools are situated in the same electoral ward. Links are formed when at least 25% of year 6 leavers or 15 pupils transfer to a particular secondary school and they can be lost when the figure is lower. There will be some schools that do not have a link because: the numbers are too low to establish a link; there is no pattern of transfer to a school or because no pattern has yet been established. *To meet this criterion, the child must be attending the linked primary or junior school at the time that the application is submitted. Once the cohort starts Year 7, attendance at a linked primary or junior school would no longer apply and priority would not be given on that basis on the waiting list.*
7. The Authority's Fair Access Panel may make placements, over the admission number if a school is full, for children who are deemed to be 'hard to place'.

Operation of waiting lists

38. Subject to any provisions regarding waiting lists in the LA's co-ordinated admission scheme, the Academy will operate a waiting list for each year group. Where in any year the Richmond Park Academy receives more applications for places than there are places available, a waiting list will operate. This will be maintained by the Academy and it will be open to any parent to ask for his or her child's name to be placed on the waiting list, following an unsuccessful application.

39. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraph 38, above. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for Admitting Pupils to Other Year Groups, Including To Replace any Pupils who have Left the Richmond Park Academy

40. From 2011-2012 local authorities will co-ordinate admissions for in-year applications and for applications for year groups other than the normal point(s) of entry. This will not affect Academies' right to determine which applicants have priority for admission.

41. 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 Trust will consider all such applications and if the year group applied for has a place available, admit the child unless one of the permitted reliefs apply. If more applications are received than there are places available, the oversubscription criteria in paragraph 38 shall apply.

Parents whose application is turned down shall be entitled to appeal.

Arrangements for Admission of pupils as the Richmond Park Academy Builds to its Full Capacity

42. The Richmond Park Academy will open on 1 September 2010 with a Published Admission Number relating solely to pupils in Year 7 and, where relevant, Year 12. Pupils in subsequent Years will have been transferred automatically from the predecessor school, Shene School, which will close on 31 August 2010. All children offered a place for September 2010 in the predecessor school, Shene School will be admitted to the Academy.

43. Admission to Year groups without a Published Admission Number will be based upon the size of teaching groups already existing in the Richmond Park Academy and the efficient use of resources.

44. There will be a right of appeal to an Independent Appeal Panel for unsuccessful applicants.