

DATED 1 September 2011

(1) THE SECRETARY OF STATE FOR EDUCATION

(2) HARRIS FEDERATION

SUPPLEMENTAL FUNDING AGREEMENT

Re: Harris Academy Bromley

BETWEEN

(1) THE SECRETARY OF STATE FOR EDUCATION; and

(2) HARRIS FEDERATION (formerly Harris Federation of South London Schools)

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between (1) The Secretary of State for Education and Skills (2) the Company and dated 31 August 2007

(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 Harris Academy Bromley established at Leonard Road, Beckenham, BR3 1RQ;

"Academy Financial Year" means the year from 1<sup>st</sup> September to 31<sup>st</sup> August in any year;

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

"Insured Risks" means fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes earthquake damage by aircraft and other aerial devices or articles dropped there from riot and civil commotion labour disturbance and malicious damage and such other risks as the Company insures against from time to time subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters;

"the Land" means the land (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as Cator Park

School, Lennard Road, Beckenham, BR3 1RQ consisting of 4 plots, the main plot registered at Land Registry under freehold title number SGL 719680.

- 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 curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced with an emphasis in its secondary education on science and enterprise.
- 2.3 The arrangements for the admission of pupils to the Academy are set out at Annex 1.

### **ACADEMY OPENING DATE**

- 2.4 The Academy shall open as a school on 1 September 2011 replacing Cator Park School which shall cease to be maintained by the Local Authority on that date, which date shall be the conversion date within the meaning of the Academies Act 2010.
- 2.5 The planned capacity of the Academy is 1320 places in the age range 11-18 including a sixth form of 420 places.

### **LOCAL GOVERNMENT PENSION SCHEME**

- 2.6 The Company shall ensure that all employees at the Academy other than teachers ("Non-teaching Staff") have access to either the Local Government Pension Scheme in accordance with the Local Government Pension Scheme (Administration) Regulations 2008 [SI2008/239] ("the Regulations"), where the Regulations require this, or such other pension benefits as those Regulations, or any legislation which may in the future replace the Regulations, require for Non-teaching staff.

### **APPLICATION OF MASTER AGREEMENT CLAUSES**

- 2.7 Clauses 17, 18, 19, 20, 41 and 42 of the Master Agreement do not apply to the Academy.

3 **CAPITAL GRANT**

- 3.1 Pursuant to clause 45 of the Master Agreement, the Secretary of State may, in his absolute discretion provide Capital Expenditure funding in accordance with any arrangements he considers appropriate.

4 **GAG AND EAG**

- 4.1 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 2018 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 12 of the Master Agreement or that the conditions and requirements set out in clauses 14-42 (other than clauses 17, 18, 19, 20, 41 and 42) 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 12 of the Master Agreement or is not meeting the conditions and requirements of clauses 13-42 (other than clauses 17, 18, 19, 20, 41 and 42) 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 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 12 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 12-42 (other than clauses 17, 18, 19, 20, 41 and 42) 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 shall, by the end of December of each Academy Financial 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 91 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 1 of the Academies Act 2010.

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. 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 clause 116 of the Master Agreement, appoint such Additional 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.

## 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 1 of the Academies Act 2010.

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 12 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 13-42 of the Master Agreement (other than clauses 17, 18, 19, 20, 41 and 42) 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 Paragraph 1 of Schedule 1 of the Academies Act 2010 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 Paragraph 6 of Schedule 1 of the Academies Act 2010, 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.

#### **6A LAND: Restrictions on Land transfer**

6A.1 The Company:

- a) shall, within 28 days from the lease to it of the Land, apply to the Land Registry for a restriction in the proprietorship register of the Company's leasehold title (under section 43(1)(a) of the Land Registration Act 2002 in Form N as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003) in the following terms:

*No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction 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) shall take any further steps required to ensure that the restriction referred to in clause 6A.1(a) is entered on the proprietorship register,

e) not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable.

f) insure against liability in respect of property owners' and third party risks including occupiers liability.

#### 6D Transfer of Land on Termination of this Agreement

6D.1 On termination of this Agreement the Company shall, if the Secretary of State so requires by notice in writing to the Company, immediately transfer its interest in the Land to the Secretary of State or such other person as the Secretary of State may nominate.

#### 7 ANNEX

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

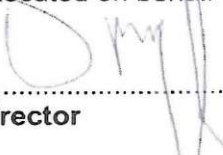
#### 8 THE MASTER AGREEMENT

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

#### 9 ENGLISH LAW

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

Executed on behalf of Harris Federation by:

  
.....  
**Director**

In the presence of:

Witness.. Keera Johnstone

Address.. 4<sup>th</sup> Floor Norfolk house

Occupation.. Admin Assist

- c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 6A.1(a) as soon as practicable after it receives notification from the Land Registry,
- d) in the event that it has not registered the restriction referred to in clause 6A.1(a), hereby consents to the entering of the restriction referred to in 6A.1(a) in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002),
- e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a restriction entered in accordance with clause 6A.1(a) or 6A.1(d) above.

## **6B Repair and Upkeep**

6B.1 The Company shall keep the Land clean and tidy and make good any damage it causes to the Land and / or any deterioration to the condition of the Land that may arise from the date of this Agreement.

## **6C Insurance**

6C.1 The Company shall:-

- a) keep the Land insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Company is advised represents the reinstatement value of the Land from time to time;
- b) pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Land;
- c) following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Land (provided that this clause should be satisfied if the Company provides premises not necessarily identical to the Land as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;
- d) produce to the Secretary of State a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

A handwritten signature in black ink, appearing to read "A. S. Webb", written over a dotted line.

**Duly Authorised**



**ANNEX TO THIS SUPPLEMENTAL AGREEMENT**

Requirements for the Admission for pupils at the  
Academy      Annex 1

## ADMISSIONS POLICY HARRIS ACADEMY BROMLEY

1 This document sets out the admission arrangements for the Harris Academy Bromley. The document forms an Annex to the Funding Agreement between the Academy 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. The Academy will come into existence in September 2011 and replaces Cator Park School. Any changes to this policy will be consulted on fully in line with the timescales laid down by the regulations.

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 Bromley LA and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by Bromley LA.

3 Notwithstanding these arrangements, the Secretary of State may direct the Harris Academy Bromley to admit a named pupil to the Academy on application from an LA. Before doing so the Secretary of State will consult the Academy.

### I: ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE

4 The admission arrangements for the Harris Academy Bromley for the year 2011/2012 and, subject to any changes approved by the Secretary of State, for subsequent years are:

a) The Harris Academy Bromley has an agreed admission number of 180 pupils. The Academy is a Girls School at 11 - 16 and only admits female students to Year 7. The Academy will accordingly admit at least 180 girls in the relevant age group each year if sufficient applications are received; Boys as well as Girls are admitted to the sixth form - see paras 11-14 below;

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**

5 Applications for places at the Academy will be made in accordance with the LA's co-ordinated admission arrangements, and will be made on the Common Application Form provided and administered by the respective home L.A.s of the applicants. 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 Bromley 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 year and 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 an opportunity for parents to visit the Academy;
- c) October - CAF to be completed by parents/carers and returned to the LA to administer;
- d) February - LA applies agreed scheme for own schools, informing other LA's of offers to be made to their residents.
- e) 1<sup>st</sup> March offers made to parents.

### **Consideration of applications**

6 The Harris Academy Bromley will consider all applications for places from female students for places in Year 7. Where fewer than 180 applications are received, the Academy will offer places to all those who have applied.

### **Procedures where the Harris Academy Bromley is oversubscribed**

7 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 - A looked after child is a child who is in the care of a local authority or who is provided with accommodation by that authority and will still be looked after at the time an application for their admission to a school is made, and who the local authority has confirmed will still be looked after at the time when the child is admitted to the school. Children placed by the Local Authority by a Kinship or residency order are **NOT** classed as Looked After Children
- b) Siblings - 'Sibling', in this context is defined as a full sister, half sister, adopted sister, step sister, or the child of the parent/carer's partner, and in every case the child should be living in the same family unit at the same address. Sibling applications will only be accepted for siblings of students in Year 7 to 10; siblings in Year 11 whose parents have confirmed their commitment to the student continuing into Year 12 (written confirmation will be required) and siblings of Year 12 students who are attended a 2 year course. However, siblings of Year 13 students will not be accepted.

c). Proximity to the Academy - The remaining available places will be allocated to students living nearest to the school as measured in a straight line from the front door of the home address to the front door of the school using the Local Authority's computerised measuring system, with those living closer to the school receiving the higher priority. (N.B. "Home" is where a child resides as their only or principal residence. Parents may be asked to provide documentary evidence to confirm an address).

#### Operation of waiting lists

8 Subject to any provisions regarding waiting lists in the LA's co-ordinated admission scheme, where in any year the Academy receives more applications for places than there are places available, a waiting list will operate until a month after the admission date. This will be maintained by the LA 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.

9 Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraph 7 of this Annex. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

#### Arrangements for appeals panels

10 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 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 is binding on all parties. The Academy will prepare guidance for parents about how the appeals process will work and provide parents with a named contact who can answer any enquiries parents may have about the process.

#### Arrangements for admission to Post 16 provision

11 The Harris Academy Bromley operates a sixth form for a total of 380 students. 190 places overall will be available in year 12 (the year 12 'capacity')

The admission number for year 12 is 10. Boys and Girls are equally eligible for places. This is the number of places which will be offered on an annual basis to eligible external applicants.

If fewer than 180 of the Academy's own year 11 students transfer into year 12, additional external students will be admitted until year 12 meets its capacity of 190.

12 To determine eligibility for admission, the Academy will publish specific criteria in relation to minimum entrance requirements for Year 12 based on GCSE grades or other measures of prior attainment. The Harris Academy Bromley will also publish academic entry requirements for each course available based upon GCSE grades or other measures of prior attainment. These criteria will be the same for internal and external transfers and will be published in its prospectus and on its website.



13 Young people failing to meet the grades for their preferred course option will be offered alternative courses if available. Young people already on the Academy roll are entitled to transfer to Year 12 if they meet the published standards of entry.

If Year 12 is oversubscribed then, after the admission of students with Special Educational Needs where the Harris Academy Bromley is named on the statement, the criteria will be applied in the order in which they are set out below:

- a. Students in public care
- b. Distance of the applicant's home from the Academy with those applicants living closest being given priority

Where there is space within year 13 (i.e where there are fewer than 190 students in the year group) the Academy will admit additional students up to this number using the oversubscription criteria above.

14 There will be a right of appeal to an Independent Appeals Panel for internal students refused transfer and external applicants refused admission.

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

15 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 from girls for places in Years 7 to 11 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 place will be allocated applying the criteria set out in Para 7 above. Parents whose application is turned down are entitled to appeal.

## **II: ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS**

### **Consultation**

16 The Harris Academy Bromley shall consult on any changes to its proposed admission arrangements.

17 The Academy will consult by 1 March:

- a) all relevant LAs;
- 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 15 April of the relevant year and notify those consulted what has been determined.

## Publication of admission arrangements

- 19 The Harris Academy Bromley will publish its admission arrangements each year once these have been determined, by:
- a) copies being sent to primary and secondary schools in the relevant LAs;
  - b) copies being sent to the offices of the relevant LAs;
  - c) copies being made available without charge on request from the Academy;
  - d) copies being sent to public libraries in the area of LAs for the purposes of being made available at such libraries for reference by parents and other persons.
- 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) a statement of any religious affiliation;
  - d) numbers of places and applications for those places in the previous year; and
  - e) arrangements for hearing appeals.

## Representations about admission arrangements

21 Where any of those bodies that were consulted, or that should have been consulted, make representations to the Academy about its admission arrangements, the Academy will consider such 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.

Those consulted 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 16 and 17 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.

### **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 those consulted under 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 the proposed changes as outlined at 16-17 above.

26 Where the Academy has consulted on proposed changes 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.

**Next Review Oct 2011**