



# **Riverside Bridge School: supplemental funding agreement**

**December 2014**

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## **SUMMARY SHEET**

### **Information about the Academy:**

<b>Name of Academy Trust</b>	Partnership Learning
<b>Company number</b>	08339345
<b>Date of Master Funding Agreement</b>	19 August 2013 (originally single FA)
<b>Name of Academy</b>	Riverside Bridge School
<b>Opening date</b>	7 September 2015
<b>Type of academy (indicate whether academy or free school)</b>	Special Academy
<b>Name of predecessor school (where applicable)</b>	N/A
<b>Planned number of places</b>	180
<b>Age range</b>	4-16
<b>Number of sixth form places</b>	N/A
<b>Number of residential places</b>	N/A
<b>Land arrangements (Version 1-7 or other)</b>	7
<b>Address and title number of Land</b>	Land at Barking Riverside, off Renwick Road, Barking, registered with title number EGL201689

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

Clause No.	Descriptor	Applied	Not used
1.K	Only applies to free schools and new provision academies	x	
2.D	Only applies to free schools admitting pupils without a statement of SEN or EHC plan		x
2.G	Only applies where there was a predecessor independent school or non-maintained special school		x
2.S to 2.FF	Only applies to free schools or new provision academies that admit pupils without a statement of SEN or EHC plan		x
2.W	Does not apply to free schools (unless there was a predecessor independent school or non-maintained special school), or new provision academies		x
2.GG	Only applies to free schools or new provision academies that admit pupils without a statement of SEN or EHC plan		x
3.B – 3.G	Only applies to free schools or new provision academies that admit pupils without a statement of SEN or EHC plan		x

3.H

Clause does not apply to academy ced5my ced5my ce856(O nlem1187C4oes 856(O was a predecessor 4oes 85ed ermedit Olndependent school or non-maintained special school), or new provision academies



## 1. **ESTABLISHING THE ACADEMY**

1.A This Agreement made between the Secretary of State for Education and Partnership Learning is supplemental to the master funding agreement made between the same parties and dated 19 August 2013, as amended and restated on 30 January 2015 (the “**Master Agreement**”).

### **Definitions and interpretation**

1.B Except as expressively 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 Riverside Bridge School which is specially organised to make special educational provision for pupils with SEN.

“**EHC plan**” means an Education, Health and Care plan made under sections 37(2) of the Children and Families Act 2014.

“**Pupils with a statement of SEN or EHC plan**” means those pupils, with a statement of SEN or EHC plan, admitted under clauses 2.C and 2.H to 2.P.

“**Pupils without a statement of SEN or EHC plan**” means those pupils, with SEN but without a statement of SEN or EHC plan, admitted under clauses 2.D and 2.Q to 2.DD.

“**SEN**” means Special Educational Needs and the expressions “**special educational needs**” and “**special educational provision**” have the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014.

“**Start-Up Period**” means up to 7 Academy Financial Years and covers the period up to the first Academy Financial Year in which the Academy can offer its planned places (as set down in clause 2.C), whichever is the shorter.

**“Statement of SEN”** means a statement made under section 3j /T10090se



proportion of pupils of any faiths or none currently attending or predicted to join the school.

### **Academy opening date**

1.K The Academy Trust will open the Academy on 7 September 2015.

## **2. RUNNING OF THE ACADEMY**

### **Length of school day and year**

2.A.1 Further to clause 2.1 of the Master Agreement, the Academy Trust is responsible for setting the dates when the school terms and holidays are to begin and end, and the times of schools sessions.

### **Teachers and staff**

2.A Subject to clause 2.4 of the Master Agreement and 2.B of this Agreement the Academy Trust must not employ anyone under a contract of employment or for services to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment ("specified work"), who is not either:

- a) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002; or
- b) otherwise eligible to do specified work under the Education (Specified Work)(England) Regulations 2012 (SI 2012/762), which for the purpose of this clause must be construed as if the Academy were a maintained school.

2.B Clause 2.A will not apply to anyone who:

- a) transferred to the employment of the Academy Trust by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006;



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

- 2.I Except where clauses 2.D and 2.R apply, the Academy Trust may not admit a child to the school unless a statement of SEN naming the Academy, is maintained for that child.
- 2.J The Academy Trust may admit a child to the Academy if:
- a) the child is admitted for the purposes of an assessment of the child's educational needs under section 323 of the Education Act 1996 , and the child's admission to the Academy is with the agreement of the LA, the Academy trust, the child's parent and any person whose advice is to be sought in accordance with regulation 7 of the Education (Special Educational Needs) (England) (Consolidation) Regulations 2001;
  - b) the child remains admitted following an assessment under section 323 of the Education Act 1996; or
  - c) the child is admitted following a change in the child's circumstances, with the agreement of the LA, the Academy Trust and the child's parents.
- 2.K Subject to clause 2.J(a), the Academy Trust may allow the child to remain at the Academy:
- a) until the expiry of ten school days after the LA has served a notice



date as the Secretary of State specifies. In specifying a date the Secretary of State must take into account both the welfare of the child in questions and the degree of difficulty caused to the Academy

## **Exclusions**

2.GG Not used.

## **Curriculum**

2.HH The Academy Trust, where practical must provide for the teaching of religious education and for acts of collective worship at the Academy.

2.II Subject to clause 2.HH:

- a) provision must be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998; and
- b) the Academy must comply with the requirements of regulation 5A of the Education (Special Educational Needs)(England)(Consolidation) Regulations 2001 as if it were a maintained school.

2.JJ The Academy Trust must comply with regulation 5A of the Education (Special Educational Needs)(England)(Consolidation) Regulations 2001 as if the Academy were a community or foundation special school, and as if references to “Religious Education” and to “Religious Worship” in that section were references to religious education and religious worship provided by the Academy in accordance with clause 2.GG.

2.KK The Academy Trust agrees that, where the Academy is listed in the register of Independent Schools as having a religious ethos, paragraph 5(b) of Schedule 11 of the Equality Act 2010 shall not apply to the Academy.

2.LL The Academy Trust must have regard to any Guidance, further to section 403 of the Education Act 1996, on sex and relationship education to ensure that children at the Academy are protected from inappropriate teaching materials and that they learn the nature of marriage and its importance for family life and for bringing up children. The Academy Trust must also have regard to the

requirements in section 405 of the Education Act 1996, as if the Academy were a maintained school.

2.MM The Academy Trust must prevent political indoctrination, and secure the balanced treatment of political issues, in line with the requirements for maintained schools set out in the Education Act 1996, and have regard to any Guidance.

### 3. **GRANT FUNDING**

#### **Calculation of GAG**

- 3.A The Secretary of State will determine GAG for the Academy for each Academy Financial Year, taking into account relevant factors.
- 3.B Not used.
- 3.C Not used.
- 3.D Not used.
- 3.E Not used.
- 3.F Not used.
- 3.G Not used.
- 3.H The Secretary of State may pay a further element of GAG to the Academy Trust during the Start-Up Period to meet additional costs which cannot otherwise be met from GAG.
- 3.I The Secretary of State recognises that if he serves a Termination Notice or a Termination Warning Notice, or otherwise terminates the Master Agreement, the intake of new pupils during the notice period may decline and therefore payments based on the number of places related to the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

### **Other relevant funding**

3.J Not used.

3.K Not used.



- (ii) edged orange on the plan attached as Annex B to this Agreement and forming part of the land registered under title number TGL384612.

### **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 required to ensure that the Restriction is entered on the proprietorship register;
- c) promptly confirm to the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, allow the Secretary of State to do so in its place; and
- e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or remove the Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

### **Obligations of the Academy Trust**

4.B The Academy Trust must comply with the Lease and the Temporary Lease and promptly enforce its rights against the Landlord or the Temporary Landlord, as applicable.



4.G If the Academy Trust has not entered into the Temporary Lease by 24 August 2015 or the Lease by 1 January 2017, the Secretary of State may serve a Termination Notice.

to be entered in the register, taking any further steps required to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;

- b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;
- c) must not, without the Secretary of State's consent, apply to disapply, modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust, and
- d) must, in the case of previously unregistered land, within 14 days after acquiring the Land or, if later, after signing this Agreement, apply to register a Class C(iv) land charge in the Land Charges Registry, and send the Secretary of St

- c) the Secretary of State considers that not all the Land is needed for the operation of the Academy at planned number of places,

the Academy Trust must share occupation of the Land with such other academy as the Secretary of State considers appropriate and enter into any legal arrangements which the Secretary of State requires for this purpose.

4.M Where:

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

the Secretary of State must consult with the Academy Trust to determine whether part of the Land could be demised or sublet to another academy trust, as the Secretary of State considers appropriate, for the purpose of that academy trust establishing and maintaining an educational institution on the Land.

- 4.O To the extent the Academy Trust and the Secretary of State agree to part of the Land being demised or sublet in accordance with clause 4.J, the Academy Trust must provide the incoming academy trust with a legal tenancy over the

- b) a **parental need** will arise when the DfE is actually aware of an additional demand for pupil places in the area where the Academy is situated, following representations from parents in that area; and
- c) **planned capacity** has the meaning given in clause 2.B.

## **5. TERMINATION**

### **Termination by either party**

5.A Either party may give at least seven Academy Financial Years' notice to terminate this Agreement. Such termination would take effect on 31 August of 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 the Master Agreement; or
  - b) the standards of performance of pupils at the Academy are unacceptably low; or
  - c) there has been a serious breakdown in the way the Academy is managed or governed; or
  - d) the safety of pupils or staff is threatened, including due to breakdown of discipline.
- 5.C A Termination Warning Notice served under clause 5.B will specify:
- a) the action the Academy Trust must take;
  - b) the date by which the action must be completed; and

- c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action.
- 5.D The Secretary of State will consider any representations from the Academy Trust which he receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further action which the Academy Trust must take, and the date by which it must be completed.
- 5.E If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 5.C(c), or has not completed the action required in the Termination Warning Notice as specified under clauses 5.C(a) and (b) (and any further action specified under clause 5.D) he may serve a Termination Notice.

#### **Termination by the Secretary of State after inspection**

- 5.F If the Chief Inspector gives notice to the Academy Trust that:
- a) special measures are required to be taken in relation to the Academy; or
  - b) the Academy requires significant improvement
- the Secretary of State may serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations.
- 5.G In deciding whether to give notice of his intention to terminate under clause 5.F, the Secretary of State will have due regard to the overall performance of the Academy Trust.
- 5.G.1 Not used.
- 5.H If the Secretary of State has served a Termination Warning Notice under clause 5.F and:
- a) has not received any representations from the Academy Trust by the date specified in the notice; or

- b) having considered the representations made by the Academy Trust remains satisfied that this Agreement should be terminated;

he may serve a Termination Notice.

5.1 Not used.



5.O If full planning permission (including where relevant listed building consent) in respect of the Land has not been obtained by 1 January 2016, the Secretary of State may serve a Termination Notice.

5.P If at any time before the Academy opening date, the Secretary of State considers that:

- a) the Academy would, on opening, provide an unacceptably low standard of education; or
- b) the safety of pupils or staff at the Academy would, on opening, be threatened; or
- c) the staff employed at the Academy are unsuitable; or
- d) there is a serious breakdown in the way the Academy Trust is being managed or governed; or
- e) the buildings and other structures on the Land are uns



- i. evidence of those grounds;
  - 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 reduced such that costs are less than the Funding Allocation and All Other Resources, and the period of time within which such steps will be taken; and
- b) the shortfall in the Critical Year between the Funding Allocation and All Other Resources expected to be available to the Academy Trust to run the Academy and the projected expenditure

President of the Institute of Chartered Accountants in England and Wales.  
The Expert's fees will be borne equally between the parties.

- 5.Y 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 upon the appointment of the educational specialist then the educational specialist will be appointed by the Chairman of the Specialist Schools and Academies Trust (or any successor or equivalent body). The educational specialist's fees will be borne equally between the parties.
- 5.Z If the Expert determines that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, and the Secretary of State will not have agreed to provide sufficient additional funding to cover the Shortfall, then the Academy Trust will be entitled to terminate this Agreement, by notice expiring on 31 August of the Critical Year. Any such notice will be given within 21 days after (a) the Expert's determination will have been given to the parties or (b), if later, the Secretary of State will have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

### **Effect of termination**

- 5.AA If this Agreement is terminated, the Academy will cease to be an academy within the meaning of sections 1 and 1A of the Academies Act 2010.
- 5.BB Subject to clauses 5.CC and 5.DD, if the Secretary of State terminates this Agreement under clause 5.A, he will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 5.A, he may at his discretion indemnify or compensate the Academy Trust.
- 5.CC The amount of any such indemnity or compensation will be determined by the Secretary of State, having regard to representations 4demy TrTj 1himhe

5.DD The categories of expenditure incurred by the Academy Trust in consequence of termination, for which the Secretary of State may indemnify the Academy Trust under clauses 5.BB, may include:

- a) staff compensation and redundancy payments;
- b) compensation payments in respect of broken contracts;
- c) expenses of disposing of assets or adapting them for other purposes;
- d) legal and other professional fees; and
- e) dissolution expenses.

5.EE If this Agreement is terminated, and the Academy Trust owns capital assets which have been partly or wholly funded by HM Government, the Academy Trust must, as soon as possible after the termination date:

- a) transfer a proportion as soon as possible after the termination date of broken contracts for which the Academy Trust is indemnified under clause 5.BB.

## **Annexes**

6.A Any annexes to this Agreement form part of and are incorporated into this Agreement.

## **The Master Agreement**

6.B Except as expressly provided in this Agreement, all provisions of the Master Agreement have full force and effect.

## **General**

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 Secretary of State under this Agreement (including the right to terminate this Agreement), or a single or partial exercise of such a right or remedy, is not a waiver of, and does not prevent or restrict any initial or further exercise of, that or any other right or remedy.

6.E Termination of this Agreement will not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

6.F This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all of which will together constitute the same agreement.

6.G This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of

This Agreement was executed as a Deed on

2015

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

..... and .....

**Director**

**Director**

or .....

**Company Secretary**

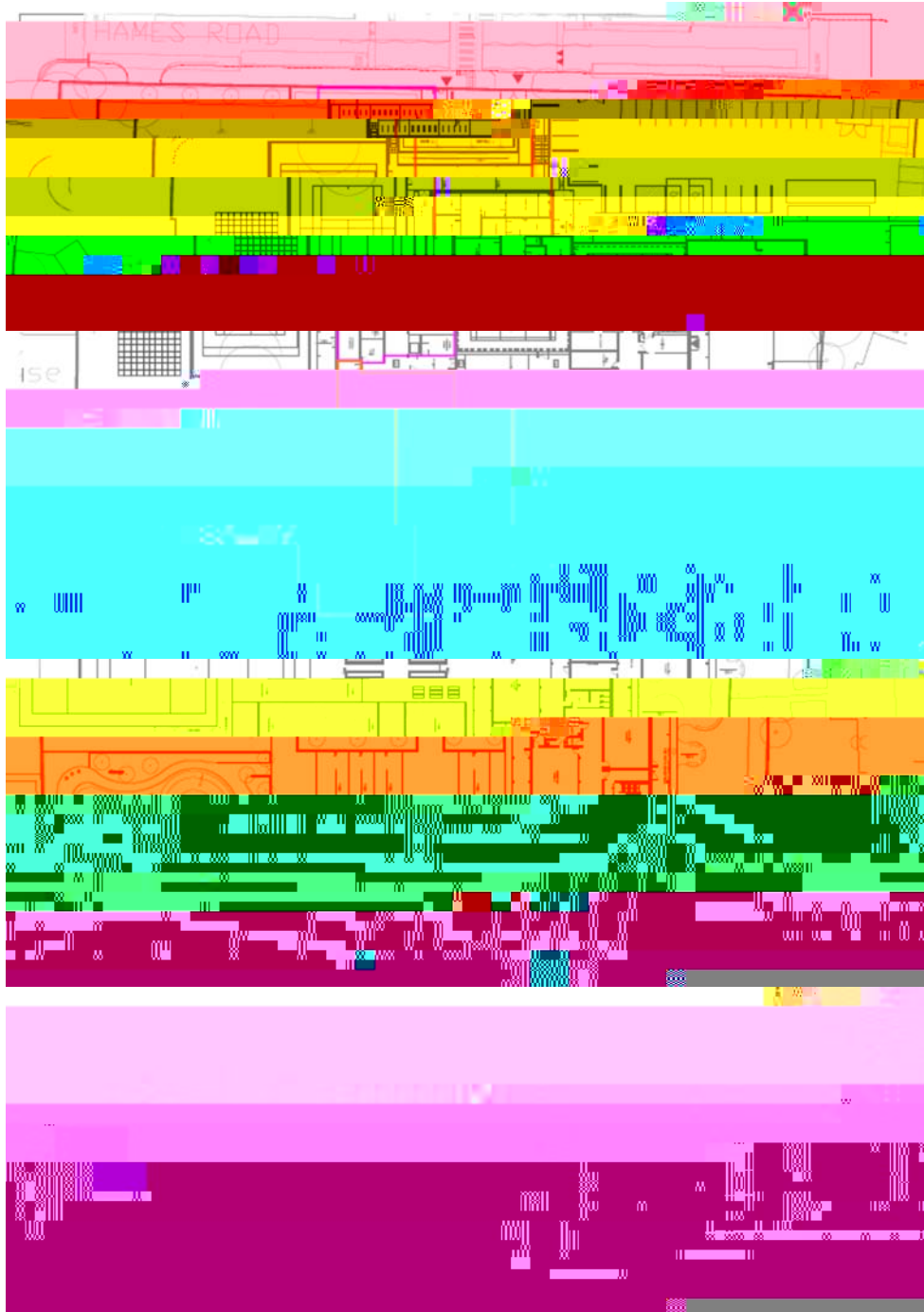
or .....





# ANNEX B

## Temporary Site Plan





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