

SUPPLEMENTAL FUNDING AGREEMENT

THIS AGREEMENT made

28/02/ 2013

BETWEEN

(1) THE SECRETARY OF STATE FOR EDUCATION; and

(2) THE BISHOP WHEELER CATHOLIC ACADEMY TRUST

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated [INSERT DATE] 201 the "Master Agreement").

28/02/2013

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 St. Mary's Menston, a Catholic Voluntary Academy to be established at Bradford Road, Menston, Ilkley West Yorkshire, LS29 6AE

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

"the Land" means the land (including for the avoidance of doubt all buildings

1.3 Reference in this Agreement to clauses and Annexes shall unless otherwise

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.

2.3 The requirements 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 March 2013 replacing St Mary's Catholic Comprehensive School, Menston 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 1006 in the age range 11-18~~

~~including a sixth form of 350 places.~~

3 **CAPITAL GRANT**

3.1 Pursuant to clause 38 of the Master Funding Agreement, the Secretary of State may, in his absolute discretion provide Capital Expenditure funding in

~~in accordance with the arrangements set out in the attached schedule.~~

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

[REDACTED]

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

[REDACTED]

meet a deputation including representatives from directors of the Company and the Academy Council of the Academy to discuss his concerns. If

[REDACTED]

following such meeting he has good reasons for remaining satisfied that the

[REDACTED]

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

[REDACTED]

specified in clause 5.9 above within six weeks after the Secretary of State

[REDACTED]

...

...

...

...

...

...

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

[REDACTED]

[REDACTED]

[REDACTED]

5.16.2. the Chief Inspector carries out a subsequent inspection of the Academy in accordance with the Education Act 2005 and makes a

[REDACTED]

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

(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

[REDACTED]

of subsequent disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the

[REDACTED]

Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later

20 The Secretary of State may waive in whole or in part the repayment due

~~It shall take any further steps required to ensure that the restriction referred to~~

in clause 6A.1(a) is entered on the proprietorship register,

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,

~~It is the agreed that it has not entered the restriction referred to in clause~~

9 ENGLISH LAW

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

This Agreement was executed as a Deed on

28/02 2013

121 11

W

Director

Director/Secretary

The Corporate Seal of the Secretary of State for Education hereunto affixed is
authenticate

Duly Authorised

ANNEX 1

REQUIREMENTS FOR THE ADMISSION OF PUPILS TO ST.
MARY'S MENSTON A CATHOLIC ACADEMY

GENERAL

1. This annex may be amended in writing at any time by agreement

[REDACTED]

between the Secretary of State and the Company.

2. Except as provided in paragraphs 2A and 2B below, the Company will
~~act in accordance with and will ensure that an Independent Appeal Panel is~~

[REDACTED]

-
-

[REDACTED]

trained to act in accordance with all relevant provisions of the School

¹ As defined in the School Admissions Code.

a place at any predecessor school will be admitted.

9. The Company will:

- a. subject to its right of appeal to the Secretary of State in relation to a named pupil, admit all pupils with a statement of special educational needs naming the Academy

[REDACTED]

- b. determine admission oversubscription criteria for the Academy that give highest priority to looked after children and previously looked after

[REDACTED]

