Dated 24 August 2011

(1) The Secretary of State for Education

(2) ARK Schools

Supplemental Agreement

Re: ARK Oval Primary Academy

Lewis Silkin LLP
5 Chancery Lane
Clifford's Inn
London EC4A 1BL
THIS AGREEMENT made 24 August 2011

BETWEEN

(1) THE SECRETARY OF STATE FOR EDUCATION; and

(2) ARK SCHOOLS

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between (1) The Secretary of State for Education and Skills; and (2) the Company (under its then name "ARK Academies") and dated 29 August 2006 (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 ARK Oval Primary Academy established at Oval Primary School, 98 Cherry Orchard Road, Croydon, CR0 6BA;

"Academy Financial Year" means the year from 1st September to 31st 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 to be leased to the Company (including for the avoidance of doubt all buildings, structures landscaping and other erections)
situated at and known as Oval Primary School, 98 Cherry Orchard Road, Croydon, CR0 6BA.

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 arrangements for the admission of pupils to the Academy are set out at Annex 1.

2.3 Clauses 16, 17, 18, 30, 31, 35 and 36 of the Master Agreement do not apply to the Academy.

ACADEMY OPENING DATE

2.3 The Academy shall open as a school on 1 September 2011 replacing Oval Primary 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.

2.4 The planned capacity of the Academy is 420 in the age range 4-11, including a nursery unit of 30FTE places.

3 CAPITAL GRANT

3.1 Pursuant to clause 39 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.
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 14-35 (other than clauses 16, 17, 18, 30, 31 and 35) 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 13-34 (other than clauses 16, 17, 18, 30 and 31) 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 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 13-34 (other than clauses 16, 17, 18, 30 and 31) 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 68 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 in relation to a member of the Local Governing Body serve notice in writing on the Company requiring the Company to procure the resignation and removal of such members (only such members of the Local Governing Body which the Company has the power to remove under its Articles) within 42 days of receipt of written notice of the Company and/or procure the appointment of such additional Local Governing Body members (only such members of the Local
Governing Body which the Company has the power to appoint under its Articles) as specified by the Secretary of State; or

5.17.2 provide at least 12 months’ notice in writing to terminate this Agreement (such notice to take effect at the end of an Academy term).

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 13-34 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 percentage of the Net Proceeds of Sale of such assets at the date of 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. For the purposes of this clause “Net Proceeds of Sale” shall mean the amount received by the Company on the disposal of such assets after deducting VAT and all costs (including legal and other fees) incurred in relation to such disposal.

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 LA.

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. Recognising that they are or will be receiving publicly funded land at nil consideration (which for the purposes of this transaction shall include leases granted at a peppercorn rent) 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 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(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(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(a), hereby consents to the entering of the restriction referred to in 6A(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(a) or 6A(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

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);

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 In recognition by the Company that they are or will be taking a lease of publicly-funded land for nil consideration (which for the purposes of this transaction shall include leases granted at a peppercorn rent), the Company hereby grants and the Secretary of State hereby accepts an option, exercisable by the Secretary of State or his nominee, to acquire the said Company’s leasehold interest in the Land at nil consideration, save that where the Landlord’s consent to such acquisition is required under the lease, the acquisition shall be subject to the grant of such consent and the Academy Trust shall take all reasonable steps to procure such consent. The option hereby granted shall be exercisable (by notice in writing by or on behalf of the Secretary of State) on the termination of this Funding Agreement for whatever cause. On the exercise of this option, the Law Society’s Standard Conditions
of Sale for Commercial Property in force at the date of such exercise shall
apply to the transaction and completion shall take place 28 days after such
exercise.

6E) In further recognition by the Company that they are or will be taking a lease
of publicly-funded land for nil consideration, (which for the purposes of this
transaction shall include leases granted at a peppercorn rent), to protect the
option granted under clause 6D, the Company:

a) shall, within 14 days from the lease to it of the Land, apply to the Land
Registry in Form AN1 as prescribed by Rule 81 of the Land Registration
Rules 2003 for a notice to be entered in the register relating to the leasehold
land (under section 34(3)(a) of the Land Registration Act 2002) to protect the
option granted under clause 6D and including a copy of this Agreement as
evidence of that option.

b) shall take any further steps required to ensure that the notice referred
to in clause 6E(a) is entered on the proprietorship register,

c) shall provide the Secretary of State with confirmation of the entry of
the notice referred to in clause 6E(a) as soon as practicable after it receives
notification from the Land Registry,

d) in the event that it has not registered the notice referred to in clause
6E(a), hereby consents to the entering of the notice referred to in 6E(a) in the
said register by the Secretary of State (by application in Form UN1 under s.
34(3)(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 notice entered in
accordance with clause 6E(a) or 6E(d) above, whether by itself, a holding
company, a subsidiary company, or a receiver, administrator or liquidator
acting in the name of the Company.

f) in the case of previously unregistered land, for the further protection of the
option granted in Clause 6D the Company shall within 14 days of the signing
of this Agreement make application to register a Class C (iv) land charge in the Land Charges Registry and a Caution against First Registration in the Land Registry and shall provide the Secretary of State with copies of the entries secured thereby within 7 days of completing each registration, respectively. If the Secretary of State is of the view that the Company has failed to perform the registration obligations in this sub-clause he shall be at liberty to make his own applications to secure these registrations.

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.

This Agreement was executed as a Deed on 24 August 2011

Executed on behalf of by:

L. Hervey

Director

In the presence of: Suma 

Witness

Address: 1 Campco Close, Oxford

Occupation: Accountant

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:
ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Requirements for the Admission for pupils at the
Academy  Annex 1
ANNEX 1

REQUIREMENTS FOR THE ADMISSION OF PUPILS TO ARK OVAL PRIMARY ACADEMY

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Company.

2. The Company will act in accordance with, and will ensure that an 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 Education ("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 Directors of the Company.

3. Notwithstanding the generality of paragraph 2 of this Annex 1, the Company will take part in any mandatory Admissions Forum set up by the local authority ("LA") in which they are situated and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA and the local Fair Access Protocol.

4. Notwithstanding any provision in this Agreement, the Secretary of State may:
   (a) direct the Company to admit a named pupil to ARK Oval Primary Academy on application from an LA. This will include complying with a School Attendance Order\(^1\). Before doing so the Secretary of State will consult the Company.

   (b) direct the Company to admit a named pupil to the ARK Oval Primary Academy on if the Company 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.

   (c) direct the Company to amend its admission arrangements where they fail to comply with the School Admission Code or the Admission Appeals Code.

5. The Company shall ensure that parents and ‘relevant children’\(^2\) will

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\(^1\) Local authorities are able to issue school attendance orders if a child is not attending school. These are legally binding upon parents. Such an order might, for instance, be appropriate where a child has a place at an Academy but his/her parents are refusing to send him/her to school. The order will require a parent to ensure his/her child attends a specified school.

\(^2\) ‘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

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have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

Relevant Area

6. Subject to paragraph 7, the meaning of "Relevant Area" for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

7. If the Academy does not consider the relevant area determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy and its LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.

9. The Academy 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;
   b. Adopt admission oversubscription criteria that give highest priority to looked after children, in accordance with the relevant provisions of the School Admissions Code.

Oversubscription criteria, admission number, consultation, determination and objections.

10. The Academy admission arrangements will include oversubscription criteria, and an admission number for each relevant age group. The Academy will consult on its admission arrangements and determine them in line with requirements within the School Admissions Code.

11. The Young People’s Learning Agency (YPLA) may consider objections on the Secretary of State’s behalf. The Company should therefore make it clear, although comma

3 'Relevant age group' means normal point of admission to the school; for example, year R, Year 7 and Year 12.

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ARK Oval Primary Academy

when determining the Academy’s admission arrangements, that objections should be submitted to the YPLA.

12. A determination of an objection by the YPLA on behalf of the Secretary of State, or by the Secretary of State will be binding upon the Academy.
Annex 3

ARRANGEMENTS FOR STUDENTS WITH SEN AND DISABILITIES

Duty to have regard to the Code of Practice and other guidance

1. ARK Academies shall have regard to the Special Educational Needs Code of Practice (2001) and any guidance issued by the Secretary of State relating to sections 316 and 316A of the Education Act 1996. Any changes to be made to the provisions set out in this document must be approved in advance by the Secretary of State.

Duties in relation to Students with SEN

2. For each ARK Academy, ARK Academies shall designate a person, who may be the Principal, the chair of the local governing body or another Local Governing Body member as appropriate, who shall be the responsible person for the purposes of the following duties in relation to Students with SEN.

3. ARK Academies shall:

   use its best endeavours, in exercising its functions in relation to the school, to secure that, if any registered pupil has special educational needs, the special educational provision which the pupil’s learning difficulty calls for is made;

   secure that, where the responsible person has been informed by the local education authority that a registered pupil has special educational needs, those needs are made known to all who are likely to teach the pupil;

   secure that the teachers in the school are aware of the importance of identifying and providing for those registered students who have special educational needs; and

   secure that the local education authority and the governing bodies of other schools in the area are consulted, to the extent that this is necessary for co-ordinating provision for students with SEN.

4. Where a child who has special educational needs is being educated in an ARK Academy, those concerned with making special educational provision for the child shall secure that the child engages in the activities of the school together with children who do not have SEN, so far as is reasonably practicable and is compatible with:
a. the child receiving the special educational provision which his learning
difficulty calls for,

b. the provision of efficient education for the children with whom he will be
educated, and

c. the efficient use of resources.

d. that the child engages in the activities of the school together with children who
do not have SEN

5. Each Academy prospectus shall include details of the ARK Academies policy for
students with SEN and in particular shall include the information specified in
Schedule 1 to the Education (Special Educational Needs) (Information)
Regulations 1999 as amended or re-enacted from time to time. It shall also
include details of the arrangements for the admission of disabled students; the
steps taken to prevent disabled students from being treated less favourably than
other students; and the facilities provided to assist access to the Academy by
disabled students (disabled students meaning students who are disabled for the

Admissions

6. ARK Academies shall ensure that students with SEN are admitted on an equal
basis with others in accordance with its admissions policy.

7. Where a local education authority proposes to name an ARK Academy in a
statement of SEN made in accordance with section 324 of the Education Act 1996,
ARK Academies shall consent to the Academy being named, except where
admitting the child would be incompatible with the provision of efficient
education for other children; and where no reasonable steps may be made to secure
compatibility. In deciding whether a child’s inclusion would be incompatible with
the efficient education of other children, ARK Academies shall have regard to the
relevant guidance issued by the Secretary of State to maintained schools.

8. In the event of any disagreement between ARK Academies and the local education
authority over the proposed naming of the Academy in a statement, the Academy
may ask the Secretary of State to determine whether the Academy should be
named. The Secretary of State’s determination shall, subject only to any right of
appeal which any parent or guardian of the child may have to the Special
Educational Needs and Disability Tribunal (SENDIST), be final.
9. If a parent or guardian of a child in respect of whom a statement is maintained by the local education authority appeals to SENDIST either against the naming of the Academy in the child’s SEN statement or asking the Tribunal to name the Academy, then the decision of the Tribunal on any such appeal shall be binding and shall, if different from that of the Secretary of State under paragraph 7 above, be substituted for the Secretary of State’s decision.

10. Where ARK Academies has consented to the Academy being named in a child’s statement of SEN, or the Secretary of State or SENDIST has determined that it should be named, the Academy shall admit the child notwithstanding any provision of Annex 1 of any Supplemental Agreement.
Annex 4

EXCLUSIONS

Serious incidents of misbehaviour leading to fixed period or permanent exclusion

(1) Aims

- To ensure that use of exclusion shall be the last resort after a wide range of other measures have been tried
- To ensure consistency of approach both within each Academy and across the ARK network as a whole
- To ensure that students and their parents/carers understand the full implications of poor choices relating to learning and behaviour
- In discharging its duty the Academy Trust will have regard and will ensure that the Independent Appeal Panel has regard to the Secretary of State’s guidance on exclusions for maintained schools in accordance with any written directions from the Secretary of State on the interpretation of such guidance for the purpose of this annex.

(2) Objectives

- To ensure that each Academy manages behaviour to minimise the likelihood that exclusion will need to be resorted to
- To set out clear guidance on the management of exclusions, which will be common to all academies within the network
- To ensure that the exclusions policy is publicised to and fully understood by both students and parents/carers
- To ensure that each Academy draws up clear procedures for the management of exclusion, that have regard to the Secretary of State’s guidance as it applies to academies

(3) Operational Procedures

At the date of this agreement, the Secretary of State’s guidance on exclusions is called “Improving Behaviour and Attendance: Guidance on Exclusion from Schools and Pupil Referral Units”, which is published on the DfES website at: http://www.teachernet.gov.uk/wholeschool/behaviour/exclusion/guidance/ . The title, contents and publication site of this guidance may be subject to change and the Academy Trust will have regard to the guidance as it stands at any given time.

(4) Constitution and conduct of independent appeal panels

- In addition to the obligations under paragraphs 1 and 2, the Academy Trust will be responsible for carrying out the functions of the Local Authority, as specified in the guidance, for the management of the appeal procedure. The Appeal panel must be impartial and constituted in accordance with the provisions of the guidance detailing the composition of the Appeal Panel. The Academy Trust will arrange suitable training for appeal panel members and clerks.
- The appeal panel’s decision is final and binding on the Academy Trust. Decisions
of appeal panels are in principle amendable to judicial review on the application of a parent. A parent may not, however, appeal to the Commissioner for Local Administration (the Local Government Ombudsman) about maladministration because the Commissioner’s remit is limited to considering the conduct of appeal panels constituted by Local Authorities.

(5) Dissemination of the Policy

Parents/carers will be informed of the main details of all relevant policies through the student/parent handbook, Academy prospectus and other communications as appropriate, with additional copies available from each Academy on request, together with each Academy’s own more detailed operating procedures.

Where a pupil is excluded permanently, the Academy Trust must ensure that the pupil’s home Local Authority is notified at the earliest possible opportunity.”

(6) Policy Review and Development Plan

All policies will be evaluated and updated as necessary annually. At individual Academy level, the views of students, parents/carers and staff, as appropriate, will be used to make changes and improvements to the Academy’s own more detailed operating procedures. The findings of evaluations will be shared with the ARK Academies Board and each Academy Local Governing Body.

(7) Monitoring Arrangements

The impact and effectiveness of all policies and operating procedures will be regularly evaluated as part of each Academy’s monitoring processes and changes made to each Academy’s Annual Development Plan, as appropriate.