SUPPLEMENTAL FUNDING AGREEMENT

PIMLICO ACADEMY

10 APRIL 2008

Lewis Silkin LLP
5 Chancery Lane
Clifford's Inn
London EC4A 1BL

OXB/ 1607652-6
BETWEEN

(1) THE SECRETARY OF STATE FOR CHILDREN, SCHOOLS AND FAMILIES (the “Secretary of State”); and

(2) FUTURE ACADEMIES (the “Company”);

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between The Secretary of State and the Company and dated 2008 (the "Master Agreement").

1 DEFINITIONS AND INTERPRETATION

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

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

the “Academy” the Pimlico Academy to be established at the site of Pimlico School, Lupus Street, London SW1V 3AT;

“Capital Expenditure” shall include Capital Expenditure (as defined in the Master Agreement) incurred after as well as before the date on which the Academy opens;

“Chief Inspector” means H.M. Chief Inspector of Schools in England or his successor from time to time;

“EA 2005” means the Education Act 2005;

“Endowment Arrangements” means the arrangements for the establishment of an endowment trust fund of £2 million for the purposes of supporting the Academy; and

“Minimum Period” means a period determined according to the following table:

<table>
<thead>
<tr>
<th>If at the time the Special Measures Notice is given the Academy shall have been opened for:</th>
<th>The Minimum Period will be</th>
</tr>
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<tbody>
<tr>
<td>Less than 12 months</td>
<td>36 months</td>
</tr>
<tr>
<td>Less than 24 months but 12 months or more</td>
<td>24 months</td>
</tr>
<tr>
<td>24 months or more</td>
<td>12 months</td>
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</table>
“Total Authorised Expenditure” means the total amount of the Capital Expenditure which the Secretary of State has authorised Westminster City Council to incur and which the Secretary of State has agreed to fund in accordance with the Building Schools for the Future programme.

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 sponsor the Academy.

2.2 The specialisms of the Academy will be Visual and Performing Arts and History.

2.3 The Academy is intended to open on 1 September 2008.

2.4 The total pupil count of the Academy at the date of opening is expected to be 1370. Thereafter the parties have agreed that the planned total pupil count will be reduced to 1250.

2.5 The Admission Policy applicable to the Academy is set out in Annex 1 to this Agreement.

3 CAPITAL EXPENDITURE

3.1 The Total Authorised Expenditure for the Academy will be approximately £32,254 million which includes approximately £1.829 million in respect of ICT hardware and approximately £0.615 million in respect of a carbon reduction grant.

3.2 The Secretary of State will provide funding to Westminster City Council up to the Total Authorised Expenditure in accordance with the arrangements made under the Building Schools for the Future programme.

3.3 The Secretary of State will use his reasonable endeavours to enforce the terms and conditions of any grants made by the Secretary of State to Westminster City Council for the development of the Site in accordance with the terms thereof to enable the new building and/or refurbishment of the buildings intended to house the Academy and the related furnishings, equipment and fittings and fixtures to be available for use by the Company by not later than 31 July 2010.

3.4 If Capital Expenditure beyond that funded by the Secretary of State in accordance with clause 3.2 is required to meet the requirements of any legislation enacted or made after the date of this Agreement the Secretary of State will also fund such Capital Expenditure as the parties agree is required to meet such requirements.
IMPLEMENTATION GRANT

The Secretary of State agrees to pay Implementation Grant to the Company in accordance with Annex 2 to this Agreement.

GAG AND EAG

The Secretary of State agrees to pay GAG and EAG to the Company in relation to the Academy in accordance with the Master Agreement.

ENDOWMENT ARRANGEMENTS

The Company will, within 2 months of the date of this Agreement enter into the Endowment Arrangements.

TERMINATION OF THIS AGREEMENT

Either party may give not less than seven years' written notice to terminate this Agreement, such notice to expire on 31 August 2015 or any subsequent anniversary of that date.

If the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or the conditions and requirements set out in clauses 12 and 13 of the Master Agreement are not being met in any material respect, or 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.

Any such notice shall be in writing and shall:

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 12 and 13 of the Master Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;

specify the measures needed to remedy the situation or breach;

specify a reasonable date by which these measures are to be implemented; and

state the form in which the Company is to provide its response and a reasonable date by which it must be provided.

If no response is received by the date specified in accordance with clause 7.3, the Secretary of State may give the Company 12 months, or such lesser period as he reasonably considers appropriate in the circumstances, written notice to terminate this Agreement.
7.5 If a response is received by the date specified in accordance with clause 7.3, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:

7.5.1 he is content with the response and/or that the measures which he specified are being implemented; or

7.5.2 he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he reasonably requires that implementation of such measures have been successfully completed; or

7.5.3 he is not reasonably satisfied, and he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.

7.6 In the circumstances of clause 7.5 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 and 13 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.

7.7 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 7.6 may be shortened to a period deemed appropriate by the Secretary of State.

7.8 The Secretary of State will, by not later than the end of December each year, provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following financial year (the “Indicative Funding”). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following 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 86 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 financial year.

7.9 Any notice given by the Company under clause 7.8 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 6.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

7.9.1 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

7.9.2 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

7.9.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the “Projected Budget”).

7.10 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.

7.11 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.
7.12 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.

7.13 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.

7.14 If the Company shall have given notice to terminate the Agreement under 7.13, the Secretary of State may by notice in writing to the Company appoint up to two persons as directors of the Company. The right to appoint additional directors shall be without prejudice to the right of the Secretary of State to appoint Additional Directors under article 34.3 of the Articles if the provisions of Article 34.1 of the Articles are, or become, satisfied.

7.15 The Secretary of State may at any time by notice in writing terminate this Agreement forthwith if the Academy has ceased (except where such cessation occurs temporarily by reason of an event beyond the reasonable control of the Company) to operate as an Academy within the meaning of Section 482 of the Education Act 1996.

7.16 If:

7.16.1 the Chief Inspector shall have given a notice to the Company in accordance with s13(3) 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

7.16.2 not less than the Minimum Period after the Special Measures Notice, the Chief Inspector shall have carried out a subsequent inspection of the Academy in accordance with the EA 2005 and shall have made a report in accordance with the EA 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

7.16.3 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

7.16.4 the Secretary of State, having considered the Further Action Statement, is
not reasonably 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,

the Secretary of State may by notice in writing to the Company terminate this
Agreement forthwith in which case, for the avoidance of doubt, the provisions of
clauses 8.2 and 8.3 shall apply.

8 EFFECT OF TERMINATION OF THIS AGREEMENT

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

8.2 If the Secretary of State terminates this Agreement for reasons other than that 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 12 and 13 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.

8.3 The amount of any such indemnity shall be reasonably 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.

8.4 The amounts and 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.

9 ANNEXES

9.1 The Annexes to this Agreement form part of and are incorporated into this
Agreement.

10 THE MASTER AGREEMENT

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

11.1 This Agreement shall be governed by and interpreted in accordance with English law.
SIGNED by ZAI NASH
on behalf of the Company

Duly authorised

THE CORPORATE SEAL OF THE SECRETARY
OF STATE FOR CHILDREN, SCHOOLS AND FAMILIES
HERE UNTO AFFIXED WAS

SIGNED by
on behalf of the Secretary of State

Duly authorised

BY THE SECRETARY
OF STATE FOR CHILDREN, SCHOOLS
AND FAMILIES
ANNEXES TO THIS SUPPLEMENTAL AGREEMENT

Admission Policy  
Annex 1

Implementation phase cashflow programme  
Annex 2
ANNEX 1 - ADMISSIONS

THE ADMISSION OF STUDENTS TO PIMLICO ACADEMY
ANNEX 1

ADMISSIONS POLICY

Approved Admission Arrangements for Pimlico Academy

1. This document sets out the admission arrangements for the Pimlico Academy ("the Academy") in accordance with Annex D to the Master Funding Agreement between the Company 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. Obligations in this document are to be treated as if imposed by the Supplemental Funding Agreement applicable to the Academy.

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

I: ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE

Arrangements for admission to 11-16 Provision

3. The admission arrangements for the Academy for the year 2008/2009 and, subject to any changes approved or required by the Secretary of State, for subsequent years are:

3.1 The Academy has an agreed admission number of 210 pupils. The Academy will accordingly admit 210 pupils in the relevant age group each year if sufficient applications are received.

3.2 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 in paragraph 21 below.

3.3 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

4. Applications for places at the Academy will be made in accordance with Westminster City Council's co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by Westminster City Council. 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 Westminster City Council's Admissions Forum.

4.1 September - in its prospectus the Academy will publish
information about the arrangements for admission, including over-subscription criteria, for the following September (e.g. in September 2008 for admission in September 2009). This will include details of open evenings and other opportunities for prospective students and their parents to visit the Academy. The Academy will also provide information to the Westminster City Council for inclusion in the composite prospectus, as required.

4.2 September / October - The Academy will provide opportunities for parents to visit the Academy.

4.3 November – Common Application Form will be completed and returned to Westminster City Council to administer.

4.4 Westminster City Council will send applications to the Academy.

4.5 The Company will send the list of students to be offered places to Westminster City Council.

4.6 February – Westminster City Council will apply the agreed scheme for its own schools, informing other LAs of offers to be made to their residents.

4.7 1st March - offers will be notified in writing to parents by Westminster City Council on behalf of the Academy.

Consideration of applications

5. The Company will consider all applications for places at the Academy. Where fewer than the Published Admission Number for any relevant age group are received, the Company will offer places to all those who have applied.

6. Notwithstanding paragraphs 5 above and paragraphs 8 and 9 below, the Company may refuse admission to the Academy to particular applicants who have been excluded from two or more other schools. The ability to refuse admissions runs for a period of two years since the last exclusion. One of the exclusions must have occurred after 1st September 1997. Exclusions which took place before the child concerned reached compulsory school age do not count for this purpose.

Procedures where the Academy 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 in paragraphs 8 and 9 below.

8. In September 2008, where the number of applications for admission to the Academy is greater than the Published Admissions Number:-
8.1 Places will be first allocated to students with Statements of Special Educational Needs which name the school with the agreement of Westminster City Council. The remaining places will then be offered in the following order of priority:

a) Children who are in Public Care.

b) Up to 21 places will be offered on the basis of special aptitude for music.

c) Children with exceptional medical, social or other need that can only be met by providing a place at a particular school concerned rather than any other school (to be decided in consultation with the Director of School and Learning in each case).

d) Children with a sibling at the school at the time of admission. A sibling is defined as a brother or sister, half brother or sister or step brother or sister whose main residence is at the same address.

e) Children who attend a primary school in the borough of Westminster as at the final closing date for applications for places in the admissions year.

f) All other children.

8.2 Within categories d), e) and f) above, priority will be given to those children who live nearest to the school, measured by the shortest walking route.

8.3 Applications made under criterion c) above will only be considered if supporting evidence from appropriate professional or other suitably qualified person (e.g., doctor or social worker) is attached to the home LA's application form.

9. In September 2009 and subsequent years, where the number of applications for admission to the Academy is greater than the Published Admissions Number, applications will be considered for Year 7 against the criteria set out below. After the admission of students 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) Admission of children in Public Care (Looked after Children).

b) Specific medical needs, social needs and special needs where the application is supported by written specific professional advice as to why the admission to the Academy
is necessary.

c) Siblings of students currently attending the Academy who will continue to do so on the date of admission. The term sibling means a full, step, half, adopted or fostered brother or sister, but not cousins. The Academy reserves the right to ask for proof of relationship once offers have been made.

d) Nearest walking distance to the Academy — children who live the nearest distance from the Academy. The distance which determines how close the student lives to the Academy is the shortest walking distance along public highways and footpaths between the front door to the student’s permanent address and the main entrance to the Academy’s main building. The student’s permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence can be requested once offers have been made.

If false or misleading information is used to gain entry to the Academy, applicants may lose their priority for admission.

**Operation of waiting lists**

10. Subject to any provisions regarding waiting lists in the Westminster City Council’s co-ordinated admission scheme, the Academy will operate a waiting list. 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 beginning of the school year. This will be maintained by the Academy and it will be open to any parent to ask for his or her child’s name to be placed on the waiting list, following an unsuccessful application.

11. Children’s position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraphs 8 (for 2008/9 admissions) and 9 (for admissions in 2009/10 and subsequent years) 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 admission to post 16 provision**

12. The Academy has an admission number the Year 12 of 100 minus those eligible pupils progressing from its own Year 11. The academic criteria for admission to the sixth form will be the same for internal and external students. Entrance requirements will be based upon GCSE / GNVQ grades for each of the courses available. The detailed information will be contained in the sixth form prospectus published on an annual basis each September and in Westminster City Council’s composite admissions prospectus.

13. Where the number of applications for admission is greater than the published admissions number, eligible applications (i.e those meeting the
academic entry requirements for the sixth form described in paragraph 12) will be considered against the criteria set out below. After the admission of students 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 in paragraphs 8 (for 2008/09 admissions) and 9 (for 2009/10 and subsequent years) above.

14. There will be a right of appeal to an Independent Appeals Panel for unsuccessful applicants.

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

15. If application is made for a student to be admitted to the Academy and the required year group is below 210, the student will be accepted. However, within the exceptional circumstances set out in paragraph 3.13 of the Admissions Code of Practice, the Academy may refuse to admit a challenging child where there are places available on the grounds that admission would prejudice the provision of efficient education or the efficient use of resources.

16. Where a year group in the Academy is at the level of the published admission number applicable to the age group, the Academy will operate a waiting list for those students who have applied for a place and been refused.

17. There will be a right of appeal to the Appeals Panel for unsuccessful applicants.

Transitional Arrangements

18. The Academy will open on 1 September 2008 with a Published Admission Number relating solely to pupils in Year 7 and Year 12. Pupils in subsequent Years will have been transferred automatically from the predecessor school, Pimlico School, which will close on 31 August 2008.

19. On 1st September 2008, students due to enter Year 13 (i.e those currently in Year 12) will transfer automatically from the predecessor school to the Academy’s Year 13. Students currently in the predecessor school’s Year 11 will be treated as ‘internal’ students and be subject to the academic entry requirements described in paragraph 12.

II: ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

20. The Academy will consult by 1 March each year on its proposed admission arrangements:

20.1 Westminster City Council;
20.2 The admission forum for Westminster City Council;
20.3 Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LA;
20.4 Any other governing body for primary and secondary schools (as far as not falling within paragraph 20.5) located within the relevant area for consultation;
20.5 Affected admission authorities in neighbouring LA areas.

Publication of admission arrangements

21. The Academy will publish its admission arrangements each year once these have been determined, by:

   a) copies being sent to primary and secondary schools in Westminster City Council;

   b) copies being sent to the offices of Westminster City Council;

   c) copies being made available without charge on request from the Academy;

   d) copies being sent to public libraries in the area of Westminster City Council for the purposes of being made available at such libraries for reference by parents and other persons.

22. 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.

III: SEN UNIT

23. The Company will operate a Special Educational Needs Unit (a “SEN Unit”) at the Academy with a maximum of 12 places for speech, language and communications needs funded by Westminster City Council. Unless otherwise agreed by the Company, not more than two pupils a Year will be admitted to the SEN Unit with priority being given to applicants which the Company decides will benefit the most from the facilities and services of the SEN Unit.
ANNEX 2 – IMPLEMENTATION GRANT
## PLANNED IMPLEMENTATION PHASE - RECURRENT EXPENDITURE

### Academy: Pimlico Academy

<table>
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<tr>
<th>Estimated Cash Flow (Figures to include VAT)</th>
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<th>Year Two by quarters 2008 / 2009</th>
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<th>Name:</th>
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<td>Signature 2:</td>
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Position: ____________________________
Date: ____________________________

Version 3 Feb 2008

Revised June 2007