

This Deed is dated

2015

Between

(1) **The Secretary of State for Education** (the "**Secretary of State**"),

and

(2) **School Partnership Trust Academies** a charitable company incorporated in England and Wales with registered number 07386086 (the "**Academy**")

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties entered into a master funding agreement (the "**Original MFA**") on 21 October 2010. Supplemental to the Original MFA, the Parties entered into a supplemental funding agreement in respect of The Vale Academy on 1 September 2011 (the "**Original SFA**").
- B. On 22 August 2014, the Parties entered into a Deed of Variation which, amongst other matters, replaced the Original MFA with a new master funding agreement (the "**Existing MFA**") and replaced the Original SFA with a new supplemental funding agreement for The Vale Academy (the "**Existing SFA**").
- C. The Parties now wish to vary and amend the terms of the Existing SFA and wish to record their agreement as to such variations/amendments to the Existing SFA by this Deed.

LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Existing MFA or the Existing SFA, bear the meaning given to it in the Existing MFA or the Existing SFA.
- 2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Existing SFA shall be amended in accordance with The Schedule to this Deed.
- 3. As varied by this Deed, the Existing SFA shall remain in full force and effect.
- 4. This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.
- 5. This Deed 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 England and Wales.
- 6. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

7. No term of this Deed is intended to give any entitlement as against a Party to any person who is not a Party. No term of this Deed may be enforced by any person other than a Party under the Contracts (Rights of Third Parties) Act 1999.

The Schedule

Amendments to the Existing SFA

1. Clause 2.5 of the Existing SFA shall be deleted and replaced with the following.
 - 2.5. The planned capacity of the Academy is 1010 in the age range 11 to 18, including a sixth form of 200 places.
2. The following Clause 2.6 shall be added.

PUPILS

- 2.6 The relevant clauses in the Master Agreement and Annex B shall only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools.
3. The following Clause 2.7 shall be added.
 - 2.7 Clauses 32 and 33 of the Existing MFA shall be disapplied and replaced with the following clauses.

SCHOOL MEALS

- 2.7.1 The Company must provide school lunches and free school lunches in accordance with the provisions of sections 512(3) and 512ZB(1) of the Education Act 1996 as if references in sections 512 and 512ZB to a local authority were to the Company and as if references to a school maintained by a local authority were to any of its Academies.
 - 2.7.2 The Company must comply with school food standards legislation as if its Academies were maintained schools.
 - 2.7.3 Where the Company provides milk to pupils, it must be provided free of charge to pupils who would be eligible for free milk if they were pupils at a maintained school.
4. The following Clauses 2.8 to 2.13 shall be added.

CURRICULUM

- 2.8 The Company must not allow any view or theory to be taught as evidence-based if it is contrary to established scientific or historical evidence and explanations. This clause applies to all subjects taught at an Academy.
- 2.9 The Company must provide for the teaching of evolution as a comprehensive, coherent and extensively evidenced theory.
- 2.10 The Company must ensure that principles are promoted which support fundamental British values, of: respect for the basis on which the law is made and applied in England; respect for democracy and support for participation in the democratic processes; support for equality of opportunity for all; support and respect for the liberties of all within the law;

and respect for and tolerance of different faiths and religious and other beliefs.

GOVERNANCE

- 2.11 The Company must provide to the Secretary of State the names of all new or replacement members of the Company, stating the date of their appointment and, where applicable, the name of the member they replaced as soon as is practicable and in any event within 14 days of their appointment.
- 2.12 The Company must not appoint any new or replacement members until it has first informed them, and they have agreed, that their names will be shared with the Secretary of State to enable him to assess their suitability.
- 2.12A The Company must not amend or remove the provisions in its Articles relating to the appointment or election or the resignation or removal of Directors or members ("the Governance Articles") without the Secretary of State's consent.
- 2.12B Before any change to the Governance Articles is proposed the Company must give notice to the Secretary of State of:
- a) the proposed amendment or removal; and;
 - b) the reason for it.
- 2.12C If the Secretary of State consents to the proposed changes, the Company shall approve any changes to the Articles as soon as reasonably practicable and provide the Secretary of State with a copy of the amended Articles and the resolution(s) approving them.

PUPIL PREMIUM

- 2.13 For each Academy Financial Year, the Company must publish, on the Academy's website, information about:
- a) the amount of Year 7 literacy and numeracy catch-up premium grant that it will receive during the Academy Financial Year;
 - b) what it intends to spend its Year 7 literacy and numeracy catch-up premium grant on;
 - c) what it spent its Year 7 literacy and numeracy catch-up premium grant on in the previous Academy Financial Year;
 - d) the impact of the previous year's Year 7 literacy and numeracy catch-up premium grant on educational attainment, and how that effect was assessed.
5. The following Clauses 5.9A) to 5.9C) shall be added.
- 5.9A) If
- a) Any Director or member of the Company refuses to consent to any checks required under this Agreement, or as otherwise requested

by the Secretary of State; or

- b) The Secretary of State determines that any Director or member of the Company is unsuitable,

the Secretary of State may:

- i. direct the Company to ensure that the Director or member resigns or is removed within 42 days, failing which the Secretary of State may serve a Termination Notice; or
- ii. serve a Termination Notice.

5.9B) For the purposes of clause 5.9A a Director or member of the Company will be "unsuitable" if that Director or member:

- a) has been convicted of an offence;
- b) has been given a caution in respect of an offence;
- c) is subject to a relevant finding in respect of an offence; or
- d) has engaged in relevant conduct,

as a result of which, the Secretary of State considers that that Director or member is unsuitable to take part in the management of the Academies.

5.9C) For the purposes of clause 5.9B:

- a) a Director or member of the Company will be subject to a "relevant finding" in respect of an offence if:
- i. that Director or member has been found not guilty of the offence by reason of insanity;
- ii. that Director or member has been found to be under a disability and to have done the act charged against them in respect of the offence; or
- iii. a court outside the United Kingdom has made a finding equivalent to that described in paragraphs (i) and (ii) above.
- b) "relevant conduct" is conduct by a Director or member of the Company which is:
- i. aimed at undermining the fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs; or
- ii. found to be in breach of professional standards by a professional body; or
- iii. so inappropriate that, in the opinion of the Secretary of State, it makes that Director or member unsuitable to take part in the management of the Academy.

6. The following Clauses 6.F to 6.H shall be added.

SHARING THE LAND

6.F 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 Company 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.

- 6.G To the extent the Company and the Secretary of State agree to part of the Land being demised or sublet in accordance with clause 6.F, the Company must use its best endeavours to procure all necessary consents in order to enable it to share occupation of the Land with the incoming academy trust, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable costs incurred by the Company in connection with this clause.

6.H For the purposes of clause 6.F:

- a) a **basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;
- 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 2.5.