

**KIRK HALLAM COMMUNITY ACADEMY**

**DEED OF VARIATION**

**BETWEEN**

**THE SECRETARY OF STATE FOR EDUCATION**

**AND**

**KIRK HALLAM COMMUNITY ACADEMY**

**AMENDING THE FUNDING AGREEMENT**

## **BACKGROUND**

- (A) The Secretary of State for Education and KIRK HALLAM COMMUNITY ACADEMY a charitable company incorporated in England and Wales with registered company number 07504871 (" Company") entered into a Funding Agreement on 28 February 2011 ("the Funding Agreement").
- (B) The Secretary of State and the Company have agreed to amend the Funding Agreement in the manner set out in Clause 2a) of this Deed.

## **OPERATIVE PART**

### **1) INTERPRETATION**

Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Funding Agreement.

### **2) VARIATION OF THE FUNDING AGREEMENT**

- a) With effect from the date of this Deed the Secretary of State and the Company agree that clauses 18 and 19 of the Funding Agreement shall be replaced with the following:

'18) Subject to clause 19, the Company shall, in accordance with any guidance which the Secretary of State may issue on the qualifications of teaching and other staff in Academies, employ anyone it deems is suitably qualified or is otherwise eligible under a contract of employment or for services to carry out planning and preparing lessons and courses for pupils, delivering lessons to pupils, assessing the development, progress and attainment of pupils, and reporting on the development, progress and attainment of pupils.

19) Clause 18 does not apply to anyone who:

- a) is appointed as the SENCO by the Company under section 317(3A) of the Education Act 1996, who must meet the requirements set out in Regulation 3 of the Education (Special Educational Needs Co-ordinators) (England) Regulations 2008 (SI 2008/2945); or
- b) is appointed as a designated teacher for looked after children further to clause 17A.'

- b) Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

3) **COUNTERPARTS**

This Deed may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed, shall be an original and which together shall have the same effect as if each party had executed the same document.

4) **GOVERNING LAW AND JURISDICTION**

- a) This Deed and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- b) 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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

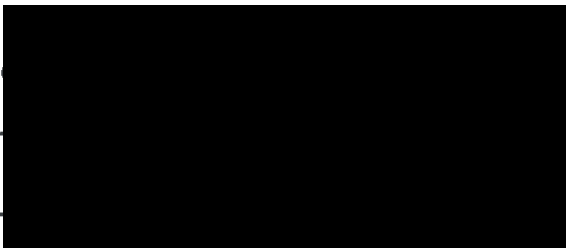
This Agreement was executed as a Deed on *20<sup>th</sup> March* 2015

Executed on behalf of KIRK HALLAM COMMUNITY ACADEMY by

*WA*

.....  
Director

In the presence of:



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Addr

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The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

*David McKee*  
.....

Duly Authorised

