

Dated 26th FEBRUARY 2016

Secretary of State for Education

and

Northern Education Trust

Deed of Variation

This Deed is dated

2016

Between

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

and

(2) **Northern Education Trust** a charitable company incorporated in England and Wales with registered number 7189647 ("**the Academy**")

together referred to as the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement on 30 November 2012 ("**the Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as Hilton Primary Academy.
- B. The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
- 2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
- 3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 26 day of FEBRUARY 2016

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

[Signature]
.....
Duly Authorised by the Secretary of State for Education



Executed on behalf of Northern Education Trust

[Signature]
.....
Director

Print name... S. EDWARDS

Witnessed by [Signature]

Full name... A. THER

Address
Occupation

Schedule 1

Amendments to the Funding Agreement

Clause 2.5 of the Funding Agreement shall be deleted and replaced with:

- 2.5 The planned capacity of the Academy is 420 pupils in the age range 2-11 plus a nursery unit of 26 full time places with additional provision for 16 full time two-year olds.

Clause 1.2 of the Funding Agreement shall include the following definition

“Coasting” has the meaning given in regulations made under section 60B of the Education and Inspections Act 2006

The following clauses are also to be inserted

THE ACADEMY

- 2.3A The Academy Trust must ensure that so far as is reasonably practicable and consistent with (i) the provisions of the Master Agreement and this Agreement as they relate to the provision of religious education and collective worship; and (ii) the Equality Act 2010, the policies and practices adopted by the Academy (in particular regarding curriculum, uniform and school food) enable pupils of all faiths and none to play a full part in the life of the Academy, and do not disadvantage pupils or parents of any faith or none. For the avoidance of doubt, this requirement applies irrespective of the proportion of pupils of any faiths or none currently attending or predicted to join the school.

RUNNING OF THE ACADEMY

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.

School meals

Clauses 32 and 33 of the Master agreement are disapplied and replaced with the following clauses 2.7, 2.8 and 2.9.

- 2.7 The Academy Trust 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 Academy Trust and as if references to a school maintained by a local authority were to any of its Academies.
- 2.8 The Academy Trust must comply with school food standards legislation as if its Academies were maintained schools.
- 2.9 Where the Academy Trust 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.

Curriculum

- 2.10 The Academy Trust 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.
- 2.11 The Academy Trust must provide for the teaching of evolution as a comprehensive, coherent and extensively evidenced theory.
- 2.12 The Academy Trust 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

- 2.13 The Academy Trust must provide to the Secretary of State the names of all new or replacement members of the Academy Trust, 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.
- 2.14 The Academy Trust 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.
- 2.14A The Academy Trust must not amend or remove the provisions in its Articles relating to the appointment or election or the resignation or removal of Charity Trustees or members ("the Governance Articles") without the Secretary of State's consent.
- 2.14B Before any change to the Governance Articles is proposed the Academy Trust must give notice to the Secretary of State of:
- a) the proposed amendment or removal; and;
 - b) the reason for it.
- 2.14C If the Secretary of State consents to the proposed changes, the Academy Trust 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

- 2.15 For each Academy Financial Year, the Academy Trust 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.

Termination Warning Notice

5.A The Secretary of State may serve a Termination Warning Notice where he considers that:

- a) the Academy Trust has breached the provisions of this Agreement or the Master Agreement; or
- b) the standards of performance of pupils at the Academy are unacceptably low; or
- c) there has been a serious breakdown in the way the Academy is managed or governed; or
- d) the safety of pupils or staff is threatened, including due to breakdown of discipline; or
- e) the Academy has not improved sufficiently following the service of a Coasting Notice.

5.B.1 The Secretary of State will serve a Coasting Notice where the Academy is found to be coasting. A Coasting Notice will specify:

- a) that the Academy Trust must submit a plan to the Secretary of State setting out the actions to be taken to improve the school sufficiently; and
- b) the date by which the plan must be submitted.

5.B A Termination Warning Notice served under clause 5.B will specify:

- a) the action the Academy Trust must take;
- b) the date by which the action must be completed; and
- c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action.

5.C The Secretary of State will consider any representations from the Academy Trust which he receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further

action which the Academy Trust must take, and the date by which it must be completed.

- 5.D If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 5.C(c), or has not completed the action required in the Termination Warning Notice as specified under clauses 5.C(a) and (b) (and any further action specified under clause 5.D) he may serve a Termination Notice.

Termination with Immediate Effect

- 5.9A) If
- a) Any Charity Trustee or member of the Academy Trust 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 Charity Trustee or member of the Academy Trust is unsuitable,

the Secretary of State may:

- i. direct the Academy Trust to ensure that the Charity Trustee 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 Charity Trustee or member of the Academy Trust will be "unsuitable" if that Charity Trustee 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 Charity Trustee or member is unsuitable to take part in the management of the Academies.

- 5.9C) For the purposes of clause 5.9B:
- a) a Charity Trustee or member of the Academy Trust will be subject to a "relevant finding" in respect of an offence if:
 - i. that Charity Trustee or member has been found not guilty of the offence by reason of insanity;
 - ii. that Charity Trustee 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 Charity Trustee or member of the Academy Trust 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 Charity Trustee or member unsuitable to take part in the management of the Academy.

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 Academy Trust 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 Academy Trust and the Secretary of State agree to part of the Land being demised or sublet in accordance with clause 6.F, the Academy Trust must use its best endeavours to procure either the approval of the Landlord or any necessary amendments to the Lease in order to enable it to share occupation of the Land with the incoming academy trust [and to provide the incoming academy trust with security of tenure over the Land occupied by it], 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 Academy Trust 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