

DATED 16 DECEMBER 2014

THE SECRETARY OF STATE FOR EDUCATION (1)

and

BEECH HILL SCHOOL (2)

DEED OF VARIATION
relating to a Funding Agreement
dated 1 September 2011

THIS DEED OF VARIATION is made on

2014

BETWEEN:

- (1) The Secretary of State for Education (“Secretary of State”); and
 - (2) Beech Hill School, company incorporated in England and Wales, limited by guarantee with registered Company number 7733196 (“Company”)
- together referred to as the “Parties”.

INTRODUCTION:

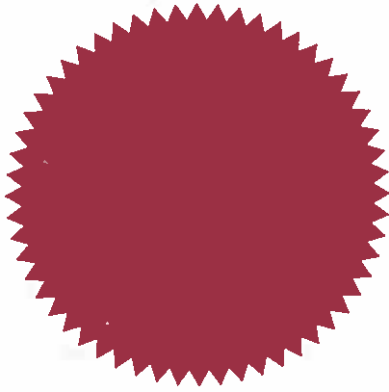
- (A) The Parties entered into a funding agreement dated 1 September 2011 (“Funding Agreement”) relating to the establishment, maintenance and funding of a school known as Beech Hill School.
- (B) The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

IT IS AGREED as follows:

1. The Secretary of State and the Company agree that with effect from 1 September 2014 the Funding Agreement shall be amended and restated in the form set out at Schedule 1 to this Deed.
2. As varied by this Deed, the Funding Agreement shall remain in full force and effect.
3. This Agreement shall be governed by and interpreted in accordance with English law.

This document has been executed and delivered as a Deed on the date stated at the beginning of this Deed.

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



C. Nupley
.....

Duly Authorised by the Secretary of State for
Education

Executed as a deed by Beech Hill School)

acting by)

a Director)

MARIAM SADIQ

in the presence of:-

M. S. R.
.....

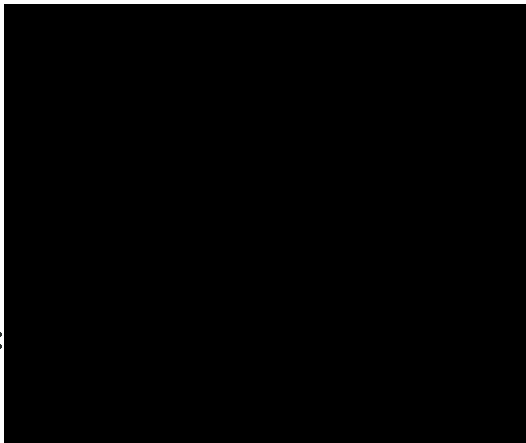
Director

Witness

Signature: *C. Foster*
.....

Witness Name: *Christopher Foster*
.....

Address:



Occupation:

SCHEDULE 1 - Amendments to the Funding Agreement

1 The following shall be added to the Funding Agreement as new clauses:

“14A) 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.”

“14B) 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.”

“15A) The Academy Trust must ensure that so far as is reasonably practicable and consistent with clause 26 of this Agreement and 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.”

“Pupils

17A) The relevant clauses in this Agreement and Annex C 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.”

“23A) 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 the Academy.”

“23B) The Academy Trust must provide for the teaching of evolution as a comprehensive, coherent and extensively evidenced theory.”

“23C) 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.”

“School Meals

32A) 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 the local authority were to the Academy.”

“32B) The Academy Trust must comply with school food standards legislation as if it were a maintained school.”

“32C) 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.”

“ 99A) If

- i. any Governor 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
- ii. the Secretary of State determines that any Governor or member of the Academy Trust is unsuitable,

the Secretary of State may:

v. direct the Academy Trust to ensure that the Governor or member resigns or is removed within 42 days, failing which the Secretary of State may serve a Termination Notice; or

vi. serve a Termination Notice.

“ 99B) For the purposes of clause 99A a Governor or member of the Academy Trust will be “unsuitable” if that Governor 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 Governor or member is unsuitable to take part in the management of the Academy.

“ 99C) For the purposes of clause 99B:

- a) a Governor or member of the Academy Trust will be subject to a “relevant finding” in respect of an offence if:
 - i) that Governor or member has been found not guilty of the offence by reason of insanity;
 - ii) that Governor 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 Governor 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 Governor or member unsuitable to take part in the management of the Academy.”

2 Clause 17 of the Funding Agreement shall be deleted and replaced by the following clause:

“17) The planned capacity of the Academy is 682 in the age range of 2 to 11 years, including a nursery unit of 52 places. The Academy will be an all ability inclusive school whose requirements for:

- a) the admission of pupils to the Academy are set out in Annex B to this Agreement;
- b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;
- c) pupil exclusions are set out in Annex D to this Agreement.”

3 Clause 17A of the Funding Agreement shall be deleted and replaced by the following clause:

“Designated Teacher for Looked After Children

17B) The Academy Trust will in respect of the Academy act in accordance with, and be bound by, all relevant statutory and regulatory provisions and have regard to any guidance and codes of practice issued pursuant to such provisions, as they apply at any time to a maintained school, relating to the designation of a person to manage the teaching and learning programme for

children who are looked after by an LA and are registered pupils at the school. For the purpose of this clause, any reference to the governing body of a maintained school in such statutory and regulatory provisions, or in any guidance and code of practice issued pursuant to such provisions, shall be deemed to be references to the Governing Body of the Academy Trust.”

- 3 Clause 31 of the Funding Agreement shall be deleted and replaced by the following clause:

“31) Not used.”

- 4 Clause 32 of the Funding Agreement shall be deleted and replaced by the following clause:

“32) Not used.”

- 4 Clause 46)b) of the Funding Agreement shall be deleted and replaced by the following clause:

“46)b) the total number of pupils as measured in the Schools Census for the preceding January is 90% or more of the planned final size of the Academy, which is 682, including a nursery unit of 52 pupils; and”

