

**DEED OF VARIATION**

**BETWEEN**

**THE SECRETARY OF STATE FOR EDUCATION**

**AND**

**Seaton Academy**

**AMENDING THE [MASTER<sup>1</sup>] FUNDING AGREEMENT**

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<sup>1</sup> References to "Master" and "Company" to be removed if amendments are to a single academy funding agreement.

## BACKGROUND

- (A) The Secretary of State for Education and Seaton Academy a charitable company incorporated in England and Wales with registered company number 07343156 ("Seaton Academy Trust") entered into a [Master] Funding Agreement on 27<sup>th</sup> August 2010 ("the [Master] Funding Agreement").
- (B) The Secretary of State and the [Academy Trust/Company] have agreed to amend the [Master] 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 [Master] Funding Agreement.

### 2) VARIATION OF THE [MASTER<sup>2</sup>] FUNDING AGREEMENT

- a) With effect from [ 1<sup>st</sup> December 2012 ] the Secretary of State and the [Academy Trust/Company] agree that clauses [18 and 19<sup>3</sup>] of the [Master] Funding Agreement shall be replaced with the following:

'18) Subject to clause 19, the [Academy Trust/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.

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<sup>2</sup> The wording differs for multi-academy trusts that include special and alternative provision academies. It is also important to note that special academies are still required by legislation to employ teachers with QTS. If appropriate please use the model wording used in the current multi model FA for mainstream, AP and special academies available on the DfE website as follows: for primary academies this is available at <http://www.education.gov.uk/schools/leadership/typesofschools/academies/primary/steps/b00204874/supporting-documents/multi-academies> for secondary academies this is available at <http://www.education.gov.uk/schools/leadership/typesofschools/academies/secondary/steps/b00209699/supporting-documents/multi-academies>

<sup>3</sup> The clause numbering may vary between funding agreements so it is important to check that the clause references are correct (for the purpose of this template the clause references match the current July 2012 single model funding agreement).

19) Clause 18 does not apply to anyone who:

- a) is appointed as the SENCO by the [Academy Trust/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 [Master] 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 9<sup>th</sup> November 2012

Executed on behalf of [ Seaton Academy Trust ] by [ Lesley Grace ]:

Lesley Grace

**Director**

In the presence of:

Witness C. Mounsey

Address 'THE CROSSINGS' LOW SEATON, WORKINGTON, CA14 1LW

Occupation FINANCE DIRECTOR

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

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**Duly Authorised**