

FREEDOM OF INFORMATION REDACTION SHEET

Exemptions in full

n/a

Partial exemptions

Heckmondwike Grammar School

Deed of Variation

Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.

Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.

Factors for disclosure

- further to the understanding of and increase participation in the public debate of issues concerning Academies.
- to ensure transparency in the accountability of public funds

Factors for Withholding

- To comply with obligations under the Data Protection Act

Reasons why public interest favours withholding information

Whilst releasing the majority of Heckmondwike Grammar School's Deed of Variation will further the public understanding of Academies. The whole of the Heckmondwike Grammar School's Deed of Variation cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

HECKMONDWIKE GRAMMAR SCHOOL ACADEMY TRUST

**DEED OF VARIATION
OF FUNDING AGREEMENT**

THIS DEED is made the 16th day of January 2018

BETWEEN

- 1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) **Heckmondwike Grammar School Academy Trust** of Heckmondwike Grammar School, High Street, Heckmondwike, West Yorkshire, a charitable company incorporated in England and Wales with registered number 07348329 (the "**Company**")

together the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated 31 August 2010 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an academy known as Heckmondwike Grammar School (the "**Academy**").
- B. The Company has recently increased the planned capacity at the Academy from 1,500 to 1,650. The change in the planned capacity requires consequential amendments to the Funding Agreement.
- C. The Parties agreed to amend and re-state the terms of the Funding Agreements on the terms set out in the deed of variation between the Parties dated 22 January 2014 (the "**Deed of Variation**").
- D. The Parties now wish to further vary and amend the Funding Agreement to include the consequential amendments in accordance with the terms of this Deed.
- E. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

- 1.1 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

- 2.1 The Parties agree that with effect from the date of this Deed, the Funding Agreement shall be amended as follows:

- 2.1.1 Clause 17 of the Funding Agreement shall be deleted and replaced with the following clause:

"17) The planned capacity of the Academy is 1,650 in the age range 11-19, including a sixth form of 685 places. The Academy will be a 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;*
- d) *the procedure for the removal of the Academy's selective admission arrangements is set out in Annex E to this agreement."*

2.1.2 Clauses 17A, 18 and 19 of the Funding Agreement shall be deleted and replaced with the following clauses:

"18) Subject to clause 19 and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment.

19) The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by an LA, and in doing so must comply with the law, regulations and guidance that apply to maintained schools.

19A) Teachers' pay and conditions of service are the responsibility of the Academy Trust."

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

3. GOVERNING LAW AND JURISDICTION

3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

3.2 The parties irrevocably agree that the English courts 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).

4. COUNTERPARTS

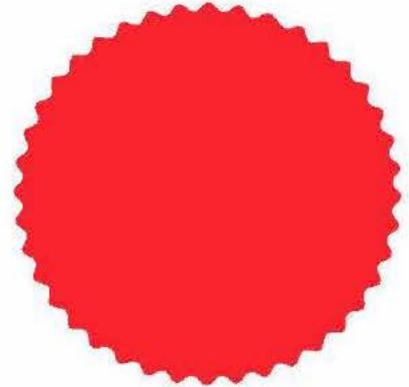
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)

[Redacted signature]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Heckmondwike Grammar School Academy Trust** acting by a director:

[Redacted signature]
Director [Redacted signature]

In the presence of:

W Sign . [Redacted]
I Name [Redacted]
T Address ... [Redacted]
N Occupation [Redacted]
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