

DATED 8<sup>th</sup> January 2015  
2014

THE SECRETARY OF STATE FOR EDUCATION (1)

and

ST CHRISTOPHER'S C OF E (SECONDARY) MULTI ACADEMY TRUST (2)

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**DEED OF VARIATION**  
relating to a Master Funding Agreement and a  
Supplemental Funding Agreement both dated  
30th April 2013

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THIS DEED OF VARIATION is made on

8<sup>th</sup> January

2014  
2015 

**BETWEEN:**

- (1) The Secretary of State for Education ("**Secretary of State**"); and
- (2) St Christopher's C of E (Secondary) Multi Academy Trust, a charitable company incorporated in England and Wales with registered number 08486531 ("**Company**") together referred to as the "**Parties**".

**INTRODUCTION:**

- (A) The Parties entered into a Master Funding Agreement dated 30<sup>th</sup> April 2013 ("**Master Funding Agreement**") and a Supplemental Funding Agreement dated 30<sup>th</sup> April 2013 in respect of The Ilfracombe Academy ("**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of a school known as The Ilfracombe Academy.
- (B) The Parties now wish to vary and amend the terms of the Master Funding Agreement and the Supplemental Funding Agreement and wish to record their agreement as to such variations/amendments to the Master Funding Agreement and Supplemental Funding Agreement by this Deed.

**IT IS AGREED** as follows:

1. The Secretary of State and the Company agree that with effect from the date of this Deed the paragraphs of the Master Funding Agreement and the Supplemental Funding Agreement as set out at Schedule 1 to the Deed shall be amended and restated in the form set out at Schedule 2 to this Deed.
2. As varied by this Deed, the Master Funding Agreement and the Supplemental 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:



*David McVea*  
.....

*Duly Authorised by the Secretary of State for  
Education*

Executed as a deed by the Company )

acting by )

a Director )

in the presence of:- )

*Robert Harris*  
.....

Witness Director

Signature: *Margaret Holman*  
.....

Witness  
Name: *MARGARET HOLMAN*

Address  
Occupation

## **SCHEDULE 1 – Current form**

### **Supplemental Funding Agreement:**

#### **SUPPLEMENTAL AGREEMENT FOR THE ILFRACOMBE ACADEMY**

“the Academy” means The Ilfracombe Academy established at Worth Road, Ilfracombe, EX34 9JB;

“the Land” means the publicly funded land (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as Ilfracombe Arts College, Worth Road, Ilfracombe, Devon and registered under title numbers DN512559, DN512586, DN512767, DN512648 and DN512564;

2.3A No current clause

2.3B No current clause

2.6 In relation to the Academy, Clause 15 of the Master Agreement shall not apply.

2.7 The Company shall establish for the Academy a Local Governing Body to which it may delegate its powers and functions in relation to the operation of the Academy. The role of the Local Governing Body and the membership of it shall be for the Company to decide, but the Company will, as a minimum, ensure that:

- a) the members of the Local Governing Body shall recognise and support the individual character of the Academy and respect the different background it has and keep the Academy linked into the local community within which it is situated and which it serves;
- b) a minimum of two parents of a pupil at the Academy (to be elected by the parents of registered pupils of the Academy) shall be a member of the Local Governing Body;
- c) any function or power of the directors of the Company in respect of the Academy that relates to the following matters is delegated to the Local Governing Body:
  1. the employment<sup>1</sup> of teachers and other staff (except for the Principal, which shall remain the responsibility of the board of directors of the Company),
  2. the teaching of religious education,
  3. collective worship, and
  4. admissions.

2.7A No current clause

9.7 No current clause

Annex 1 of the Supplemental Funding Agreement:

4A No current clause

Master Funding Agreement

**19) In respect of Mainstream and Alternative Provision Academies:**

a) subject to clause 19(b), 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.

b) clause 19(a) does not apply to anyone who:

- i) 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
- ii) is appointed as a designated teacher for looked after children further to clause 18A.

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<sup>1</sup> For the avoidance of doubt, this includes matters relating to the recruitment, promotion and dismissal of teachers and other staff.

## **SCHEDULE 2 – Amended form of Funding Agreement**

### **Supplemental Funding Agreement:**

### **SUPPLEMENTAL AGREEMENT FOR THE ILFRACOMBE CHURCH OF ENGLAND ACADEMY**

“the Academy” means The Ilfracombe Church of England Academy established at Worth Road, Ilfracombe, EX34 9JB;

“the Land” means the publicly funded land (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as School Playing Fields at Worth Road and Old Barnstaple Road, Ilfracombe, Devon and registered under leasehold title DN634142;

2.3A The Academy Trust shall in relation to:

- a) any person who may apply for a position as an employee or to be otherwise engaged by the Academy Trust, and
- b) any employee with whom the Academy Trust enters into a contract of employment or a contract for services,

act in accordance with and hereby agrees to be bound by section 124AA of the School Standards and Framework Act 1998 (“SSFA”), so far as those provisions apply to, and as if the Academy Trust were, a voluntary controlled or foundation school designated by an order under section 69(3) of the SSFA as a school having a religious character. For the avoidance of doubt, the Academy Trust agrees and acknowledges that section 124A of the SSFA shall not therefore apply to it in relation to the persons referred to at (a) and (b) above.

2.3B The Academy is an academy designated with a Church of England religious character. The relevant religious authority (i.e. the diocese, or foundation faith body) is the Diocese of Exeter.

2.6 Not used.

2.7 Not used.

2.7A Subject to clause 28 of the Master Funding Agreement, the requirements for religious education and collective worship are as follows:

- a) Subject to paragraph 3 of Schedule 19 to the School Standards and Framework Act 1998, which will apply as if the Academy were a foundation school or voluntary controlled school with a religious character, provision must be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996;
- b) The Academy Trust must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if the Academy were a foundation school or voluntary controlled school with a religious character, and as if references to “the required collective worship” were references to collective worship in accordance with the tenets and practices of the Academy’s specified religion or religious denomination;
- c) the Academy Trust must ensure that the quality of the Academy’s collective worship, given in accordance with the tenets and practices of its specific religion or religious denomination, is inspected. The inspection must be conducted by a person chosen by the Academy Trust and the Academy Trust must secure that the inspection complies with statutory provisions and regulations which would apply if the Academy were a foundation or voluntary controlled school designated as having a religious character.

9.7 The Secretary of State agrees that this Agreement shall be interpreted in a way which is compatible with the provisions of clauses 20A-F (if used) and 23A-H of the Church Supplemental Agreement dated [TBC] and made between (1) the Secretary of State; (2) the Academy Trust; and (3) The Exeter Diocesan Board of Finance Limited.

Annex 1 of the Supplemental Funding Agreement:

4A The Ilfracombe Church of England Academy is a faith Academy for children of families of the Christian faith, any other faith or no faith in the Diocese of Exeter.

Master Funding Agreement

19) In respect of **Mainstream and Alternative Provision Academies** subject to conflicting provisions in an individual Academy’s Supplemental Funding Agreement:

- a) subject to clause 19(b), 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.

b) clause 19(a) does not apply to anyone who:

- i) 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
- ii) is appointed as a designated teacher for looked after children further to clause 18A.