

DATED

----- **2022**

DEED OF VARIATION OF EDUCATION SERVICES AGREEMENT

between

STEPHENSON MULTI ACADEMY TRUST

and

ROBBIE FOWLER EDUCATION & FOOTBALL ACADEMY LTD

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This deed is dated

2022

Parties

- (1) **STEPHENSON MULTI ACADEMY TRUST** incorporated and registered in England and Wales with company number 10564255 whose registered office is at Rainhill High School, Warrington Road, Rainhill, Prescot, L35 6NY (the "**Trust**")
- (2) **ROBBIE FOWLER EDUCATION & FOOTBALL ACADEMY LTD** incorporated and registered in England and Wales with company number 9352252 whose registered office is at Langtons The Plaza, 100 Old Hall Street, Liverpool, L3 9QJ ("**FEFA**")

BACKGROUND

- (A) The Trust and FEFA are party to an agreement for the delivery of level two (2) and level three (3) courses by FEFA to students on the admission register of Rainhill High School dated 29 November 2018 (the "**Agreement**").
- (B) The parties wish to amend the Agreement as set out in this deed with effect from 1 September 2022 (the "**Variation Date**").
- (C) This deed is supplemental to the Agreement.

Agreed terms

1. Terms defined in the Agreement

In this deed, expressions defined in the Agreement and used in this deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this deed.

2. Variation

2.1 The parties agree that, with effect from the Variation Date, the Agreement shall be amended as follows:

- (a) The definition of "**Fee**" in Clause 1.1 shall be amended and restated as follows:
means eighty (88%) of the value of the element one (1) funding received by the Trust from the ESFA for the FEFA Students or such other percentage of such funding as shall be agreed by the Parties in accordance with Clause 3.2;
- (b) A new definition of "**ESFA Subcontracting Guidance**" shall be added after the definition of "**Data Processor**" in Clause 1.1 as follows:

"ESFA Subcontracting Guidance" has the meaning given in Clause 3.2;

- (c) The definition of **"FEFA Students"** in Clause 1.1 shall be amended and restated as follows:

"FEFA Students" means those students on the admission register of the School but who are taught by FEFA;

- (d) A new definition of **"Retention"** shall be added after the definition of **"Representative"** in Clause 1.1 as follows:

"Retention" has the meaning given in Clause 3.2;

- (e) Clause 3 shall be amended and restated as follows:

3. **CONSIDERATION**

3.1 In consideration for FEFA performing its obligations under this Agreement, the Trust agrees to perform its obligations under this Agreement and pay the Fee to FEFA on the terms set out in this Agreement.

3.2 The Parties shall, during the summer term in each school year, review the percentage of the element one (1) funding received from the ESFA for the FEFA Students which the Trust retains to fund its provision of the work and/or services described in Schedule 2 (the **"Retention"**). The Parties shall conduct each any such review (acting reasonably and in good faith) in order to determine whether and to what extent the Retention complies with the applicable requirements of the ESFA's Funding Guidance for Young People Subcontracting Control Regulations as amended, supplemented or replaced from time to time (the **"ESFA Subcontracting Guidance"**). Where the Parties agree (acting reasonably and in good faith) that the Retention does not comply with the applicable requirements of the ESFA Subcontracting Guidance, the Fee and Retention shall each be adjusted accordingly with effect from the following 1 September.

- (f) Clause 6.1 shall be amended and re-stated as follows:

Any and all work undertaken and/or services provided by the Trust for/to FEFA outside the terms of Schedule 2 (including the provision of a-level teaching and any required resources) shall be chargeable by the Trust to FEFA in addition to and outside of the Fee and shall, subject to Clause 6.2, be agreed in writing in advance by the Parties before any such work and/or services is/are undertaken or provided.

- (g) Clause 6.2 shall be amended and restated as follows:

FEFA shall be entitled to request additional support and/or training by the Trust and/or additional use of the facilities at the School (beyond the terms specified in

the Schedules) which, subject as follows, shall be provided by the Trust at the rates and charges made available by the Trust on reasonable request which applicable rates and charges FEFA shall pay to the Trust in accordance with (and on receiving) a valid invoice. The nature of any a-level teaching (including any required resources) to be provided by the Trust and the charge to be levied by the Trust shall be agreed by the Parties in writing by no later than 31 March each year (or as soon as reasonably practicable thereafter, where agreed between the Parties in writing (acting reasonably)).

(h) Clause 8 shall be amended and restated as follows:

The Trust shall be entitled at any time to monitor the discharge of FEFA's obligations under this Agreement and/or in relation to the Courses and/or the FEFA Students (including the making of unannounced visits, inspecting the Property, interviewing a sample of the FEFA Students and making systematic checks) and to direct FEFA to do such things as the Trust shall consider necessary in the circumstances.

(i) Paragraph 1.1 of Schedule 1 shall be amended and restated as follows:

Subject to Paragraph 1.2, FEFA shall provide level two (2) and level three (3) courses and (as an accredited Pearson Centre in its own right) BTEC Sports and BTEC Sports and Exercise Science courses in each case to the FEFA Students, provided always that each any such course shall have first been approved by the Trust in writing (the "**Courses**").

(j) Paragraph 1.5 of Schedule 1 shall be amended and restated as follows:

FEFA shall use all reasonable endeavours to retain all FEFA Students from year 12 to year 13. FEFA shall repay to the Trust (on demand) that part of the Fee (as calculated by the ESFA and shown on the annual funding statement for the preceding year) and any penalty levied by the ESFA in each case which relates to those students who were FEFA Students but who do not transition from year 12 to year 13.

(k) A new Paragraph 1.8 shall be inserted after Paragraph 1.7 of Schedule 1 as follows:

FEFA shall teach the Courses in accordance with the terms dates used by the School unless both Parties agree otherwise in writing.

(l) Paragraph 4.13 of Schedule 1 shall be amended and restated as follows:

FEFA shall ensure that its employees who are involved in providing the Courses and/or working with the FEFA Students access and attend all training for safeguarding and health & safety which the School provides for its staff including in relation to child protection, the prevent duty in the Counter-Terrorism and Security Act 2015, e-safety, Data Protection, fire evacuation, manual handling and all other related training.

- (m) Paragraph 6.4 of Schedule 1 shall be amended and restated as follows:
FEFA shall ensure that the FEFA Students access and use School Synergy and Teams Access (or any other substantive equivalent provided by the Trust), being the online facility which is available to and used by other students registered on the admission register of the School.
- (n) Paragraph 6.6 of Schedule 1 shall be amended and restated as follows:
FEFA shall co-operate fully with the attendance officer support provided by the Trust in relation to the FEFA Students and with any and all monitoring by the Trust of FEFA's recording of FEFA Student attendance.
- (o) A new Paragraph 6.9 shall be inserted after Paragraph 6.8 of Schedule 1 as follows:
FEFA shall co-operate with and do all things reasonably necessary to facilitate the provision of pastoral advice and guidance, where required for FEFA Students, by the Trust pursuant to Paragraph 5.4 of Schedule 2.
- (p) A new Paragraph 6.10 shall be inserted after the above new Paragraph 6.8 of Schedule 1 as follows:
FEFA shall co-operate with any and all administrative support which is provided by the Trust pursuant to Paragraph 2.14 of Schedule 2 in relation to the enrolment of FEFA Students, entering FEFA Student details onto the information management system, changes to FEFA Student details, administration of the sixth form bursary for applicable FEFA Students and administration of free school meals eligibility insofar as the same relates to the FEFA Students.
- (q) Paragraph 7.2 of Schedule 1 shall be amended and restated as follows:
FEFA shall comply with any and all safeguarding advice and guidance, as provided by qualified personnel at the School, in providing the Courses and its dealings with the FEFA Students.
- (r) A new Paragraph 8A shall be inserted after Paragraph 8 of Schedule 1 as follows:
8A. Management
FEFA shall co-operate with the designated 'link' member of staff, provided by the Trust pursuant to Paragraph 2.2 of Schedule 2, in the day to day management of this Agreement and shall, in the first instance, raise any and all queries relating this Agreement with that member of staff.
- (s) Paragraph 11.2 of Schedule 1 shall be deleted and replaced by the following:
FEFA shall access and use the School's information management system for the purposes of attendance, assessment, recording and reporting to the FEFA Students and their parents and/or carers.

- (t) A new Paragraph 14.3 shall be inserted after Paragraph 14.2 of Schedule 1 as follows:

FEFA shall co-operate with and provide all reasonable assistance to the Trust where the Trust monitors the discharge of FEFA's obligations under this Agreement and/or in relation to the Courses and/or the FEFA Students pursuant to Clause 8.

- (u) Schedule 2 shall be amended and restated in the form set out in schedule 1 to this deed.

2.2 Except as set out in clause 2.1, the Agreement shall continue in full force and effect.

3. Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

4. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

5. Counterparts

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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a deed by
Stephenson Multi Academy
Trust acting by:

.....
Director
Print name.....

Witnessed by

Full name

Address

Occupation

EXECUTED as a deed by
Robbie Fowler Education &
Football Academy Ltd acting
by:

.....
Director
Print name.....

Witnessed by

Full name

Address

Occupation

Schedule 1 Amended and restated Schedule 2

SCHEDULE 2

TRUST OBLIGATIONS

1. Leadership

- 1.1. The Trust shall provide FEFA with the senior leadership experience of the School in working with elite sports performers and devising bespoke education programmes that work in synergy with training for elite sport.
- 1.2. The Trust shall provide FEFA with the senior leadership experience of the School in post 16 education in curriculum design, quality assurance, teaching & learning and student outcomes insofar as the same relates to the FEFA Students.
- 1.3. The Trust shall provide FEFA with the senior leadership experience of the School in post 16 education funding, coding of students, timetabling, special educational needs and a long-term working relationship with ESFA insofar as the same relates to the FEFA Students.
- 1.4. The Trust shall provide FEFA with the middle leadership experience of the School in producing excellent results in applied general and vocational courses at levels two (2) and three (3) insofar as the same relates to the FEFA Students.

2. Management

- 2.1. The Trust shall provide FEFA with senior leadership advice and guidance from the School on curriculum viability, content and delivery insofar as the same relates to the FEFA Students.
- 2.2. The Trust will provide a designated 'link' member of staff who will coordinate day to day management of the Agreement and act as a 'first point of contact' for all queries.
- 2.3. The Trust shall provide FEFA with senior leadership direct management from the School in the registration of FEFA Students on the admission register of the School and the coding and timetabling of FEFA Students.
- 2.4. The Trust shall take all reasonable steps to procure the ESFA element one (1) funding for the FEFA Students.
- 2.5. The Trust shall take all reasonable steps to procure any ESFA element two (2) funding and any ESFA element three (3) funding that is available for any of the FEFA Students which the Trust shall retain for the sole purpose of supporting those FEFA Students.
- 2.6. Without prejudice to FEFA's obligations under Paragraph 23 of Schedule 1, the Trust shall purchase adequate commercial insurance cover and/or be a member of the DfE's risk protection arrangement for schools in each case solely in respect of the FEFA Students.

- 2.7. The Trust shall register the FEFA Students (including making applicable payments) for examination entries and shall organise, and pay for, the required exam invigilation.
- 2.8. The Trust shall include the FEFA Students' examination results in the overall post 16 educational performance for the School.
- 2.9. The Trust shall oversee and manage any Ofsted inspection process or visit and any and all communications and dealings with Ofsted relating to the FEFA Students.
- 2.10. The Trust shall determine the quality assurance and control processes for vocational education to be implemented by FEFA in its dealings with the FEFA Students.
- 2.11. The Trust shall provide FEFA with access to and use of the assessment analytical software used by the School for the purposes of the FEFA Students.
- 2.12. The Trust shall provide FEFA with access to and use of the School's information management system for the purposes of attendance, assessment, recording and reporting to the FEFA Students and their parents and/or carers.
- 2.13. The Trust shall provide FEFA with termly reports on the FEFA Students' performance and attitude to learning in relation to the course content delivered by FEFA.
- 2.14. The Trust shall provide FEFA with administrative support in relation to the enrolment of FEFA Students, entering FEFA Student details onto the information management system, changes to FEFA Student details, administration of the sixth form bursary for applicable FEFA Students and administration of free school meals eligibility insofar as the same relates to the FEFA Students.
- 2.15. The Trust shall provide FEFA with safeguarding advice and guidance (which shall be provided by qualified personnel at the School) insofar as the same relates to the FEFA Students.
- 2.16. The Trust shall monitor FEFA's safeguarding arrangements, practices and compliance relating to the FEFA Students which shall include the inspection of the Property.
- 2.17. The Trust shall monitor FEFA's health and safety arrangements, practices and compliance relating to the FEFA Students which shall include the inspection of the Property.
- 2.18. The Trust shall monitor FEFA's financial arrangements, practices and compliance relating to the FEFA Students.
- 2.19. The Trust shall include the FEFA Students in the sixth form assessment cycle for the School and shall moderate, standardise and report on the performance of the FEFA Students including termly reviews of FEFA Student performance.
- 2.20. The Trust shall take all reasonable steps to procure any high needs funding that is available from the local authority for any of the FEFA Students and shall conduct annual reviews and liaise with the special educational needs officer at the local authority in relation to the FEFA Students.

- 2.21. The Trust shall quality assure the level two (2) and level three (3) courses taught by FEFA to the FEFA Students which may include analysis of the quality of teaching over time, lesson observations, work scrutiny, student voice and advice and guidance.
- 2.22. The Trust shall provide FEFA with informal support and advice from the sixth form team at the School insofar as the same relates to the FEFA Students.
- 2.23. The Trust shall undertake termly and annual reviews of FEFA Student performance.

3. Education

- 3.1. The Trust shall provide A level teaching to those FEFA Students who are eligible (and decide) to study these courses.
- 3.2. The Trust shall provide level two (2) Maths and English courses (including the provision of any required resources) for FEFA Students who need to re-sit those courses and shall provide the same in accordance with Department for Education and ESFA requirements for post 16 students.

4. Professional Development

- 4.1. The Trust shall provide FEFA employees engaged with the FEFA Students with full access to continuing professional development which the School provides for its staff including in terms of generic development of teaching and learning, subject specific and vocational training.
- 4.2. The Trust shall provide FEFA employees engaged with the FEFA Students with access to the internal leadership continuing professional development provided by the School.
- 4.3. The Trust shall offer opportunities for FEFA employees engaged with the FEFA Students to be seconded to the School to develop FEFA's senior leadership capacity and capability.
- 4.4. The Trust shall provide FEFA with informal support and partnership working from other vocational teachers and leaders at the School insofar as the same relates to the FEFA Students.

5. Student Personal Development, Behaviour & Welfare and Finance

- 5.1. The Trust shall provide FEFA with access to all policies on student personal development, behavior & welfare and finance used by the sixth form at the School.
- 5.2. The Trust shall provide all FEFA employees engaged with the FEFA Students with access to all relevant training for safeguarding and health & safety which the School provides for its staff including in relation to child protection, the prevent duty in the Counter-Terrorism and Security Act 2015, e-safety, Data Protection, fire evacuation, manual handling and all other related training.

- 5.3. The Trust shall provide FEFA with attendance officer support in relation to the FEFA Students and will monitor attendance recording by FEFA to ensure it remains compliant.
- 5.4. The Trust shall provide FEFA, where required for FEFA Students, pastoral advice and guidance from an appropriately qualified and experienced member of staff.
- 5.5. The Trust shall provide FEFA with access, where required for FEFA Students, to the careers advice and guidance which is provided by the School.
- 5.6. The Trust shall provide identified FEFA Students with access to the UCAS process (including mentoring and quality control on their UCAS applications) which shall be provided by staff at the School.

6. Use of Facilities and Access to Resources

- 6.1. The Trust shall provide FEFA, upon request and on not less than 1 week's written notice, with use of a sixth form classroom at the School for use during the school day with FEFA Students.
- 6.2. The Trust shall, if it is available, provide FEFA with use of the astro (full or part) pitch at the School for use with the FEFA Students.
- 6.3. The Trust shall, when FEFA Students attend the School, provide them with use of the sixth form study and social areas at the School.
- 6.4. The Trust shall provide FEFA employees with use of the sixth form and facilities at the School where such use relates to the work of the FEFA employees with the FEFA Students.
- 6.5. The Trust shall provide FEFA employees with access to the dining facilities at the School where the FEFA employees are at the School for the purposes of their work with the FEFA Students.
- 6.6. The Trust shall provide FEFA Students with access to the sixth form dining facilities at the School.

7. Payment

- 7.1. The Trust shall pay the Fee to FEFA in quarterly instalments which shall be paid termly in advance during the first week in September, December, March and June throughout the academic year.
- 7.2. The Trust shall invoice FEFA for any and all applicable fees for work undertaken and/or services provided by the Trust for/to FEFA outside the terms of Schedule 2 (including the provision of a-level teaching (including any required resources)) quarterly in advance during the last week of September, December, March and June respectively.