

SERVICE LEVEL AGREEMENT FOR THE PROVISION OF ALTERNATIVE EDUCATION PROGRAMMES FOR PRE-16 LEARNER REFERRALS

This Agreement is between Inclusion Hampshire of Office 5, The Clock Tower, Chineham Shopping Centre, Basingstoke, Hampshire. RG24 8BQ and the following School/Academy/College:

.....

This Agreement records the terms and conditions under which Inclusion Hampshire will provide an educational service to learners referred to them by the above organisation – referred to herein as the ‘Learners Home Organisation’ (LHO) .

Purpose and Objectives

To clarify the terms and conditions including the operational and financial arrangements Inclusion Hampshire will have with the LHO named above.

Inclusion Hampshire provides an alternative education programme of up to 16 hours per week to learners referred to them.

Inclusion Hampshire aims to:

- 1) Meet the emotional and academic needs of the learner to enable progression.
- 2) Engage young people in learning.
- 3) Provide excellent quality teaching to enable learners to achieve recognised qualifications.
- 4) Prepare learners and support with identification of and transition to further education, training or employment.

Commencement Date and Duration

This Agreement is dated..... (“Effective Date”) and has a duration period of 3 academic years.

Services Provided by Inclusion Hampshire

Inclusion Hampshire provides services to support young people with mental health issues, special education needs and/or other barriers to learning where a non-school like environment is required. Reintegration within mainstream is worked towards throughout the programmes or successful transition to post 16 learning opportunities.

The educational programmes provided will be designed to meet the needs of the individual learner and will be a blended approach covering functional skills, work skills, social and life skills, therapeutic activities plus Maths and English language GCSE tuition. Learners will be taught on a 1:1 basis, in small groups of up to 6 at our Chineham centre or at one of our external delivery sites in groups of no more than 10 learners.

Learners will be supported to explore and secure post 16 pathways in Year 11.

Inclusion Hampshire is an approved OCR Exam Centre and will manage all exams and accreditations for Functional Skill and Life and Living qualifications as part of the Year 11 exam programme. It is expected the LHO will enter and provide exam opportunities for any GCSE's.

Inclusion Hampshire will work to build a strong relationship with the parent/carer of the learner. This will include home visits, telephone calls and support with external meetings regarding the welfare of the learner.

Learners will be supported to achieve positive emotional well-being and will have opportunities to engage in enrichment activities, one to one listening services, group work, music therapy, mentoring and counselling

It is expected that Inclusion Hampshire will achieve a high success rate in learners attaining the aims set at referral.

Yr11 Exam Period

For learners at Inclusion Hampshire with us in Year 11, a revision and exam period takes place during the Summer Term. An additional charge of £500 is made for this period to cover accreditation, planning, exam support and invigilation.

Time table changes take place where learners can focus on revision and exams. Revision and exam preparation is structured to meet the needs of the learner and support them to achieve the best possible results.

If the learner is sitting GCSE examinations at their LHO, Inclusion Hampshire provides staff support in preparing learners for these exams and accompanying the learner if necessary on the actual day/s.

Learner Transport

Learner transport is the responsibility of the LHO. Inclusion Hampshire provide a minibus service which is local to the Basingstoke and Chineham area. Full details of this can be provided during the referral process.

Responsibilities

Inclusion Hampshire will be responsible for:

- Providing an inclusive and safe learning environment for all learners.
- Funding the delivery, registration and certification fees for all Functional Skill qualifications.
- Internal Quality Assurance and Compliance to Examining Bodies/Awarding Organisations.
- Liaising with parents/carers and LHO as necessary in relation to attendance, behaviour issues, progress, qualifications and other pastoral issues.
- Delivering appropriate curriculum for all learners including those with SEN.
- Producing daily progress and attendance data for the LHO.
- Attending all meetings set by the LHO when appropriate.
- Arranging timely learner/parent reviews with the LHO.
- Producing reports and/or attending external meetings relating to child protection or child in need plans.
- Producing reports, including those for EHCP reviews and end of year reports.

- Liaising with external agencies with which the learner is involved, for example, CAMHS or YOT. This may include staff attendance at external meetings.
- Ensuring that all staff and volunteers are trained in accordance with the Inclusion Hampshire Safeguarding and Child Protection Policy and Procedures and that the LHO is aware of these procedures and the contact details for the Inclusion Hampshire Designated Safeguarding Lead and their Deputy.
- Ensure all staff or volunteers who come into contact with learners have been subject to a successful DBS check.
- Ensuring Public Liability Insurance of up to £10 million is in place and certificates are available for LHO to view.
- Providing LHO full access to Inclusion Hampshire Policies and risk assessments.

The LHO will be responsible for:

- Ensuring their student remains on their school roll and assumes full responsibility for said student during statutory hours when not at Inclusion Hampshire.
- Completing full referral forms and providing baseline data for each new learner referred to Inclusion Hampshire.
- Paying Inclusion Hampshire invoices timely in accordance with the Acceptance Terms set out below.
- Attending a review meeting once a term set by Inclusion Hampshire
- Providing the necessary funding for any additional agreed qualifications or activities other than those mentioned within.
- Ensuring all LHO staff members who visit their student at Inclusion Hampshire have had a recent enhanced DBS check.
- Informing Inclusion Hampshire immediately if their student is moved to different School, Academy or Education Centre.

Acceptance Terms

- Completed referral forms and baseline data information must be made available to Inclusion Hampshire before the learner's programme start date.
- All learners will remain on the roll of the LHO.
- Termly reviews will be held for all learners individually with the school and parents/carer in attendance where possible.
- Inclusion Hampshire term dates will run in accordance with Hampshire Local Education Authority set dates.
- The LHO will be invoiced termly in advance and invoices are payable within 28 days. Interest may be applicable for late payment.
- Inclusion Hampshire will hold no more than 5 INSET/Planning days and these will be scheduled in line with the majority of LHO's. Termly or weekly fees will include these days.
- Transport arrangements to and from home and place of education will remain the responsibility of the LHO and Hampshire County Council and paid in full by them.
- Learners will comply with Inclusion Hampshire's code of conduct (see appendix 1).
If a learner is in breach of the code of conduct, Inclusion Hampshire withholds the right to withdraw a learners provision. The LHO will not be charged beyond that week.

- If the LHO withdraws their learner from Inclusion Hampshire provision, fees may be applicable for the remainder of that half term.
- Should a student commence their placement at Inclusion Hampshire before this SLA is signed by both parties, terms and conditions will apply in lieu of signature.

Representatives

Inclusion Hampshire will appoint a named representative at the point of referral who shall take responsibility on behalf of Inclusion Hampshire for the day to day execution of this Agreement and who shall be the primary contact for the LHO.

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Confidentiality & Reputation

Both parties shall not disclose any information of a confidential nature obtained by them by reason of this Agreement except information which is in the public domain or is trivial or cannot reasonably be considered to be confidential.

Both parties shall proactively collaborate with each other to promote the services offered by Inclusion Hampshire and the LHO.

Data protection / GDPR

Both parties shall comply fully with the requirements of the General Data Protection Regulations, (GDPR May 2018) and will share the relevant Privacy notices and policies detailing their collecting, processing and storing of data.

Any use, disclosure of or access to subject data allowed under this clause shall be made in confidence and shall extend only so far as that which is specifically necessary for the purposes of this Agreement and in line with the policy mentioned above.

The provisions of this clause shall apply during the life of the Agreement and indefinitely afterwards.

Termination

1. The Agreement shall commence on the Effective Date and shall continue for 3 years unless terminated in accordance with the provision of this clausal. Either party may terminate this agreement at any time on the provision of a half term written notice to the other.
2. Either party may terminate this Agreement immediately by giving notice to the other party if the other party commits any material breach of this Agreement.
3. On termination of this Agreement howsoever arising, the terms shall remain in full force and effect for so long as is necessary for Inclusion Hampshire to fulfil any and all contractual obligations to

third parties.

4. Unless this contract has been terminated by Inclusion Hampshire in accordance with clause 2 for a breach by the LHO, in which case all outstanding fees owed to Inclusion Hampshire shall be payable immediately to Inclusion Hampshire at the date of such breach, the provisions relating to payment by the LHO to Inclusion Hampshire shall continue in full force and effect in respect of Services provided pursuant.

Miscellaneous

Any appendices to this Agreement form part of this Agreement and shall be interpreted accordingly.

No alteration, modification or addition to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives from both parties.

Neither party or any of its employees or sub-contractors shall be under any liability whatsoever to the other party for any non-performance, defective performance or delay in the provision of the deliverables and/or performance of any of the services or work to be supplied hereunder caused directly or indirectly by an Act of God or by any other event or circumstance beyond the reasonable control of that party.

If any part of this Agreement is found to be unreasonable, invalid or unlawful under any enactment or rule of law the Court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part of parts thereof and enforce this Agreement as if the offending part or parts had not been included.

This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to it.

The LHO agrees that Inclusion Hampshire may, in any of its marketing material, refer to the LHO as an associate of Inclusion Hampshire and refer to the type of services that the LHO is purchasing from Inclusion Hampshire. The LHO agrees that Inclusion Hampshire may, without prior written consent use The LHO's name on websites and in published material for the purpose of promoting Inclusion Hampshire's services in the areas of education, training and support to vulnerable young people.

This Agreement constitutes the entire Agreement between the parties. Other than as expressly stated otherwise in this Agreement neither party shall be under any liability for any representations made prior to or during the operation of this Agreement. For the avoidance of doubt, the terms of this Agreement and its Services shall take precedence over any terms and conditions notified by the LHO to Inclusion Hampshire whether prior to or after the signature of this Agreement.

This Agreement shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Courts of England.

Signed for and on behalf of Inclusion Hampshire

Signature

Full Name

Job Title.....

Date

Signed for and on behalf of the LHO

Signature

Full Name

Job Title.....

Date