



## SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT (SLA) is made on **1 September 2020** BETWEEN

(A) CP RIVERSIDE SCHOOL

At Riverside Way, Nottingham, NG2 1DP (“the Provider”)

and

(B) «School» (“the Commissioner”)

At «Address\_1», «Address\_2», «CityCounty», «Post\_Code» in connection with student «Name».

Together “the Parties”

### 1. **THE PARTIES**

1.1. The Provider is an Academy established under the Academies Act 2010 operating as a member of the East Midlands Education Trust (company registration 7530373). CP Riverside School is an alternative education school for young people aged 13-16. The Provider’s core purpose is to provide high quality education for young people who, for a variety of reasons, are unable to successfully access mainstream education on a medium or long-term basis and on a part-time or full-time basis.

1.2. The Provider, under its Referral and Admissions Policy & Procedure is able to consider referrals from commissioners for the following categories of young people:

Key Stage 3 Referrals:

- A **full-time** year 9 placement through to year 11;
- A **full-time** year 9 placement with a view to a return to school for Key Stage 4;

Key Stage 4 Referrals:

- A **part-time** Key Stage 4 placement until the end of Year 11;
- A **full-time** Key Stage 4 placement until the end of Year 11.

1.3. The Commissioner is a Multi Academy Trust or school /Local Authority Fair Access Team who is responsible for the commissioning of high-quality alternative education for appropriate students on its roll on a short, medium or long-term basis and on a part-time or full-time basis (as appropriate).

### 2. **MAIN TERMS**

2.1. The Commissioner has entered into an SLA with the Provider for the commissioning of student places purchased in advance and on an ad hoc basis for the Academic Year 2020/21 for young people who fit the categories set out in 1.2 above.

2.2. The Commissioner will pay the Provider a commissioning top up fee in accordance with our fees schedule in SCHEDULE B attached.

2.3. The Provider will work with the Commissioner to identify appropriate travel arrangements for the young person attending the Providers premises. However, the Commissioner will be responsible for the organisation and payment of any transport costs in association with enabling young people under this commission to attend. The Commissioner will also be responsible for the organisation and payment of any transport costs in association with enabling young people under this commission to attend provision, other than at the Provider’s main premises e.g. work placements.



- 2.4. The Commissioner will agree to provide a student data file for each referred student via the School 2 School CTF system to ensure data is securely transferred.
- 2.5. The Parties agree that in exceptional circumstances the referral process may result in the Provider taking the view that it will not be able to adequately meet the needs of the referred young person.
- 2.6. The Commissioner accepts that the ultimate right to refuse a referral lies with the Provider, subject to its published Referral and Admissions Policy.
- 2.7. The parties agree that referred young people will be dual main registered with the commissioning school and dual subsidiary registered with the Provider.
- 2.8. The Provider agrees that the Commissioner may request that a student can transfer to the single roll of the Provider, when the student is not on the roll of another school, provided that parental consent has been obtained for this by the Commissioner. Evidence of this to be supplied to the Provider with the Commissioner's top up fee paid plus a one off administration fee of £2500, prior to the student coming off roll at the Commissioner's school/academy/local authority.

### **3. DURATION PERIOD**

- 3.1. This SLA will take effect on **1 September 2020** and terminate on 31 July 2021.

### **4. TERMINATION EVENTS**

- 4.1. The Commissioner may terminate this agreement at any time during the SLA period by giving three months written notice to the Provider. The Provider may, in individual circumstances, agree to reduce this period in consultation and communication with the Commissioner.
- 4.2. The Provider retains the right to terminate this agreement and issue a termination of placement notice (TPN) if the Principal deems this to be an appropriate and proportionate course of action in order to ensure the maintenance of high standards within the school and/or ensure the safety of staff and students. The Provider will give the Commissioner five working days' notice of the termination decision, before the student is removed from roll. A TPN can be issued when it is clear to the Provider's Principal that there has been a serious breach of CP Riverside School's Referrals and Admissions Policy or Understanding Behaviour Policy, for example, incidents including but not limited to:
  - 4.2.1 Incidents of a violent nature
  - 4.2.2 Incidents involving drugs or weapons
  - 4.2.3 A persistent refusal to engage with support or intervention available
  - 4.2.4 Communication between the Commissioner and Provider is no longer effective
- 4.3. The provider reserves the right to issue a TPN in the event of a failure by the Commissioner to pass to the provider additional funds which might be allocated to the student as outlined in schedule B of this agreement.
- 4.3. The Commissioner will accept that when a serious incident occurs, the Provider Principal's priority is to ensure the safety and wellbeing of all students, staff and other stakeholders in the school.
- 4.4. In the event of a TPN being issued, the Provider agrees to reimburse the Commissioner for any payments made in advance for services which will not be able to be fulfilled.



## **5. FINANCIAL ARRANGEMENTS**

- 5.1. The Provider will invoice the Commissioner by **30 October 2020** for the full cost in advance of the Commissioner's top up fee for the number of provision places referred and agreed prior to **30 September 2020**. Thereafter Commissioners will be invoiced within two months of the student provision commencing.
- 5.2. The Commissioner will pay the Provider's invoice in advance by 30 November 2020, or within one calendar month for all other referrals.

## **6. SERVICES**

- 6.1. The Provider will supply alternative education services to the Commissioner in line with the Commissioner's specification as set out in Schedule A.
- 6.2. In the event of the Provider failing to supply the services in item 6.1 and Schedule A and if informal discussions between Parties fail to resolve the issues, the Commissioner may serve the Provider with a notice in writing setting out the detail of the Provider's default.
- 6.3. The Provider will respond to any such default notice within 5 working days.

## **7. MONITORING AND REPORTING**

- 7.1. The Provider will supply the Commissioner with a formal written termly report on the Services under this SLA in accordance with the requirements set out in Schedule A.
- 7.2. The Provider will supply attendance information to the Commissioning school/academy/Fair Access Team where the referred student is on a dual roll, on a daily basis.
- 7.3. The Provider will invite relevant representatives from the Commissioning school/academy/Fair Access Team to the student review and monitoring meetings, to which parents/carers will also be invited. Student review meetings will take place at CP Riverside School in person or by video call.
- 7.4. The Provider will facilitate visits by the Commissioning school/academy or external assurance agencies that have been arranged in advance.
- 7.5. The Provider will facilitate and liaise with the Commissioner of a referred young person in regard to attending multi-agency meetings as required. For dual registered students, responsibility for these rests with the Commissioning school/academy to organise and lead any such meetings. For single roll students, the Provider will undertake the legal responsibility.

## **8. DISPUTES**

- 8.1. In the event of any dispute arising under the terms of this Agreement the Parties will attempt in good faith to resolve such disputes by agreement of the Parties' authorised representatives at a meeting convened for this purpose.
- 8.2. If such a dispute cannot be resolved by the Parties under the provisions of 8.1 within 30 working days, it shall be referred for review and negotiation between the Parties Chief Executive Officers.



- 8.3. If the matter is not resolved under the Provisions of 8.1 and 8.2 the dispute will be referred to a mediator who the Parties will jointly nominate. If the Parties fail to agree on the selection of a mediator within 14 working days after the date of expiry of the 30 working day period specified in clause 8.2, the mediator will be nominated at the request of either Party by the Centre for Effective Dispute Resolution.
- 8.4. The result of such mediation will, except in the case of manifest error, be final and binding upon the Parties.
- 8.5. The Parties shall ensure that the mediation starts within 20 working days of nomination of the mediator under 8.3. Both Parties shall pay the mediator's fee in equal shares.
- 8.6. The provisions of this item are without prejudice to the rights of the Parties expressed elsewhere in the agreement and the use of the dispute resolution procedures set out in this item 8 will not delay or take precedence over the provisions for terminations.

## **9. FORCE MAJEURE**

- 9.1. Each Party will give written notice to the other Party as soon as it becomes aware of any force majeure event, its likely duration and the steps being taken and to be taken by the Parties to minimise the effect of the force majeure on the Parties' obligations under this Agreement.
- 9.2. The Parties will use all reasonable endeavours to mitigate the effects of the Force Majeure event and take appropriate remedial action in order to meet their obligations under this Agreement.
- 9.3. Where an event of Force Majeure continues for a period exceeding 90 calendar days either party may terminate this Agreement immediately by written notice to the other.

## **10. SUB-CONTRACTING AND ASSIGNMENT**

- 10.1. The Provider will not assign, sub-contract or in any other way dispose of this Agreement or any part of it without prior written approval of the Commissioner. Sub-contracting any part of this Agreement will not relieve the Provider of any obligation or duty attributable to the Provider under this Agreement.
- 10.2. The Commissioner understands and agrees to the Provider making use of approved work placement providers, through its own arrangements and under its own quality control, in order to best meet the educational needs of referred students.
- 10.3. The Provider will be responsible for the acts and omissions of its sub-contractors as though they are its own.

## **11. INDEMNITY AND INSURANCE**

- 11.1. Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 11.2. The Provider will indemnify and keep indemnified the Commissioner fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice



given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider, This item will not apply to the extent that the Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-contractors, or by any circumstances within its or their control.

- 11.3. The Provider will effect and maintain a policy providing an adequate level of cover in respect of all risks which may be incurred by the Provider, arising out of the Providers performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 11.4 The Provider will hold employer's liability through membership of the government's Risk Protection Arrangement (RPA) in respect of all staff, for the duration of this SLA, under policy number t7530373.
- 11.5 The Commissioner can view a copy of the RPA membership rules and summary of cover via the following link:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/912266/RPA\\_membership\\_rules\\_update\\_01.09.20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/912266/RPA_membership_rules_update_01.09.20.pdf)
- 11.6 If, for whatever reason, the Provider fails to give effect to and maintain the RPA policy and liability referred to in section 11 required by this agreement, the Commissioner may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.

## **12. FREEDOM OF INFORMATION**

- 12.1. The Provider acknowledges that the Commissioner is subject to the requirements of the FOIA and the Environment Information Regulations and shall assist and cooperate with the Commissioner to enable the Commissioner to comply with these information disclosure requirements.
- 12.2. The Provider will:
  - 12.2.1. Transfer the request for Information to the Commissioners as soon as practicable after receipt and in any event within five Working Days of receiving a Request for Information;
  - 12.2.2. Provide the Commissioner with a copy of all information in its possession or power in the form that the Commissioner requires within five Working Days (or such other period as the Commissioning may specify) of the Commissioners requesting that Information; and
  - 12.2.3. Provide all necessary assistance as reasonably requested by the Commissioner to enable the Commissioner to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 12.3. The Commissioner will be responsible for determining at its absolute discretion whether the information:
  - 12.3.1. is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations: and/or
  - 12.3.2. is to be disclosed in response to a Request for Information.
- 12.4. In no event will the Provider respond directly to a Request for Information unless expressly authorised to do so by the Commissioner.



- 12.5. The Provider acknowledges that the Commissioner may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' function under Part 1 of FOIA (issued under section 45 of the FOIA (November 2004)), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
- 12.5.1. Without consulting with the Provider; or
  - 12.5.2. Following consultation with the Provider and having taken its views into account, provided always that where item 12.5 applies the Commissioner shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
- 12.6. The Provider will ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and will permit the Commissioner to inspect such records as requested from time to time.
- 12.7. The Provider acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Commissioner may nevertheless be obliged to disclose Confidential Information in accordance with item 12.5.

### **13. DATA PROTECTION**

- 13.1. The Provider will (and will ensure that any of its Provider's Personnel involved in the provision of the Agreement will) comply with any notification requirements under the GDPR and both Parties will duly observe all their obligations under the GDPR, which arise in connection with the Agreement.
- 13.2. Notwithstanding the general obligation on item 13.1, where the Provider is processing Personal Data as a Data Processor for the Commissioner, the Provider will ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss of destruction of, or damage to, the Personal Data), and
- 13.2.1. Provide the Commissioner with such information as the Commissioner may reasonably require to satisfy itself that the Provider is complying with its obligations under the GDPR;
  - 13.2.2. Promptly notify the Commissioners of any breach of the security measures required to be put in place pursuant to item 12.2.
  - 13.2.3. Ensure it does not knowingly or negligently do or omit to do anything which places the Commissioner in breach of the Commissioners' obligations under the GDPR.
- 13.3. The provisions of this item will apply during the continuance of the Agreement and indefinitely after its expiry or termination.

### **14. AUDIT**

- 14.1. The Provider shall keep and maintain until two years after the Agreement has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services provided under it, all expenditure reimbursed by the Commissioner, and all payments made by the Commissioner. The Provider shall on request afford the Commissioner or the Audit Commission such access to those records as may be required by the Commissioner or the Audit Commission in connection with the Agreement.

### **15. HEALTH AND SAFETY**



- 15.1. The Provider will promptly notify the Commissioner of any health and safety hazards, which may arise in connection with the performance of the Agreement.
- 15.2. The Provider will comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons involved in the performance of the Agreement.
- 15.3. The Provider will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Commissioner upon request.

## **16. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

- 16.1. The Parties acknowledge that the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under the Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 16.2. The Provider will ensure that all individuals engaged in the provision of the Services are:
  - 16.2.1. Subject to valid enhanced disclosure checks undertaken through the Disclosure and Barring Service including a check against the children's barred list; and
  - 16.2.2. The Provider will monitor the level and validity of the checks under this item 16.2 for each member of staff.
- 16.3. The Provider warrants that at all times for the purposes of the Agreement it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as assumed from time to time.
- 16.4. The Provider will immediately notify the Commissioner of any information that it reasonably requests to enable it to be satisfied that the obligations of this item 16 have been met.
- 16.5. The Provider will refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk to harm to any service users/children/vulnerable adults.
- 16.6. The Provider will not employ or use the services of any person who is barred from, or whose previous conduct or record indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

## **17. FIXED TERM EXCLUSIONS**

- 17.1. The Provider will formally notify the Commissioner of any incident, involving their student that meets the criteria for a fixed-term exclusion, on the day of issue. The Provider's Principal will determine whether a fixed-term exclusion is issued and its duration.
- 17.2. The Provider will ensure any excluded student has access to work that is appropriate and relevant to their curriculum that is to be completed during the period of exclusion.



- 17.2. Information pertaining to the exclusion and other attendance, behaviour and intervention records will be used to determine if a 'Placement at Risk' meeting should be convened, or whether a reintegration meeting is more appropriate.
- 17.3. The Commissioner will support the Provider by attending reintegration or placement at risk meetings either virtually or in person.
- 17.4. The Commissioner will work closely with Provider staff to try to ensure a placement is successful and encourage their student to engage with the curriculum and abide by the Understanding Behaviour Policy that they have agreed to.
- 17.5. The Commissioner will remain in regular contact with the Provider to ensure they are aware of any ongoing concerns and attend meetings with parents where discussions about the future of the placement occur such as reintegration meetings after a fixed term exclusion.

**18 PERMANENT EXCLUSIONS**

- 18.1. The Provider chooses not to permanently exclude students. Any student who's place at CP Riverside is no longer tenable, will be managed under section four of this agreement.

Signed on behalf of the Commissioner

NAME:.....SIGNATURE:.....

DATE: .....

Signed on behalf of the Provider

NAME: SIGNATURE:

DATE:



## **SERVICE SPECIFICATION**

### **1. KEY REQUIREMENTS**

The Provider will:

- 1.1. Provide an appropriate education curriculum offer to meet students' educational needs and aid their personal, social and emotional development needs.
- 1.2. Provide access to a range of approved qualification and GCSEs.
- 1.3. Provide tailored individual programmes to increase students' motivation, self-esteem, life and social skills and basic employability skills.
- 1.4. Provide regular and detailed monitoring/progress reports and progress review meetings to the Commissioner, the parents/carers and other relevant professionals.
- 1.5. Provide detailed reports for and attendance at statutory/formal meetings.
- 1.6. Provide the Commissioner with a formal termly report on the Services supplied under the SLA.
- 1.7. Support successful reintegration back into mainstream settings and/or transition into other appropriate educational settings and/or into further education, training or employment on leaving compulsory education.

### **2. REFERRAL AND INDUCTION PROCESS**

- 2.1. The Parties agree that wherever possible the Provider's full referral process will be followed. This consists of
  - \* The Commissioner completing and submitting the Provider's referral form before an initial meeting date is decided.
  - \* The Provider convening a meeting with the Commissioner, the student, the students' parents/carers, relevant commissioner's personnel and other relevant professionals, subject to the Provider being confident that it can meet the needs of the student as communicated in the submitted referral form.
  - \* The Provider issuing all successful students two induction mornings to carry out any further assessments of the student's needs, including risk assessments.
- 2.2. The Parties agree that there may be some referrals where the Provider believes that the risk factors involved are beyond the Provider's ability to adequately provide for. A decision by the Provider to refuse a referral is subject to the terms of the Provider's Referrals & Admissions Policy and discussion with the Commissioner.
- 2.3. The Provider aims to respond to a submitted initial referral form within five working days, and whenever possible to complete the full referral and induction process within 10 working days of initial referral.
- 2.4. The Commissioner accepts that there is a six-week induction period to ensure the suitability of the commissioned place in meeting the individual needs of the student. Any issues or concerns that arise during the induction period will be discussed in full with the Commissioner.

### **3. CURRICULUM PROVISION**

The Provider will:

- 3.1. Ensure that all students accessing a full time provision receive a minimum of 23 hours per week on a minimum of 190 days per academic year. The Commissioner understands that



individual circumstances may mean that full-time provision may not be possible or appropriate initially, or at some further point in time. Any provision less than full-time will be agreed between the Provider and Commissioner at initial referral and subsequent review stages.

- 3.2. Ensure that all students have access to a suitable curriculum appropriate to their particular needs.
- 3.3. Ensure that all students core curriculum will consist of English, Maths, and Personal Development (Character Education/Sport/Careers/Citizenship/RSE).
- 3.4. Ensure that all students have access to a wide range of extended learning opportunities during and outside of the school day.
- 3.5. Ensure that all students have the opportunity to access a wide range of enrichment activities.
- 3.6. Ensure that all students, as appropriate, have access to a wide range of vocational and work-related learning experiences provided on site by Provider's staff or offsite via Provider's accredited approved 3<sup>rd</sup> party partners. Wherever possible all such learning experiences and vocational courses will lead to accredited qualifications.
- 3.7. Ensure that all students will have access to high quality careers education, information, advice & guidance and targeted support to aid transition.

#### 4. **PASTORAL CARE**

The Provider will:

- 4.1. Allocate each student a Student Engagement Lead, who will undertake first line duties in regard to attendance, punctuality, behaviour, engagement and mentoring.
- 4.2. The allocated Student Engagement Lead will monitor academic and personal targets, meet regularly with the student, convene and lead a monthly progress review processes, liaise with parents/carers on a regular basis, liaise with any professionals who may be involved with the student and maintain regular communication with the nominated Commissioner representative of the referred student.
- 4.3. SDSL will ensure that Safeguarding and the reduction of risk are central to all the work undertaken by the teaching staff and engagement team.
- 4.4. Provide access, as appropriate, to provision (such as 1:1 or small group counselling) to meet students social and emotional and mental health needs.
- 4.5. Provide access, as appropriate, to Family Support Services.

#### 5. **OUTCOMES**

The Provider has set the following aspirational targets for all the referred students. However, the Parties agree that these may be modified or set within the context of referred students' individual starting points and the targets set.

- 5.1. Improved attendance as close to the national expectation.
- 5.2. Full-time access to educational provision.



- 5.3. Literacy and Numeracy levels in line with age related norms.
- 5.4. Progress in line with baseline assessment.
- 5.5. Acquisition of as wide a range of formal approved qualifications as appropriate for the individual student.
- 5.6. Acquisition of a range of personal, social and educational skills and attributes which will allow successful re-integration back into a mainstream educational setting or other successful progression.
- 5.7. For Yr. 11 students, successful progression into appropriate and sustained post-16 provision.

## 6. **MONITORING & EVALUATION**

The Provider will:

- 6.1. Undertake a half termly review of each referred/commissioned students' academic and personal performance, which can involve parents/carers.
- 6.2. Undertake a more formal termly review meeting to which Commissioners, parents/carers and all other professionals will be invited.
- 6.3. Supply the Commissioner with a formal termly report on all referred students
- 6.4. For full time students an annual report will be issued to parents at the end of the school year.
- 6.5. Allow and positively encourage Commissioners to undertake monitoring visits to the Provider's main site and 3<sup>rd</sup> party commissioned provision on a pre-arranged basis.
- 6.6. Hold a monitoring and evaluation meeting with the Commissioner on at least a termly basis.

## 7. **TRANSITION AND PROGRESSION**

- 7.1. The Provider will signal to the Commissioner when it feels that time may be right to start a transition/reintegration to mainstream process or onto another setting and work with the Commissioner to put the process into place. The Provider will use its best endeavours (subject to capacity) to support this process.
- 7.2. The Commissioner will work positively with the Provider to agree and effect the transition/reintegration process and continue to supply the Provider with mentoring information on the student for a period of 12 months after transitions/re-integration. This is to allow the Provider to undertake longer-term evaluation on the impact of its provision.



## SCHEDULE B

### 2020/21 FEES

Commissioned places at CP Riverside School are charged at **£80 per day**, irrespective of whether or not a student attends full or half day provision.

Once the published PAN has been reached, the daily fee will increase to £100 per student until the end of the academic year.

All fees will be payable in full in accordance with section 5 of this agreement.

The Commissioner will agree the passport of any additional funds to the provider the commissioner is in receipt of for the named student. This might, for instance, be funding to support an EHCP, a pupil premium allocation, or any other ad-hoc government funding which might be allocated to the commissioning school but which can be identified for the named student.