

SERVICE LEVEL AGREEMENT
FOR SPECIAL EDUCATIONAL NEEDS RESOURCED
PROVISION
IN MAINSTREAM SCHOOLS

Made the 28th day of March 2014

BETWEEN

- (1) **THE KENT COUNTY COUNCIL** of County Hall, Maidstone, Kent ME14 1XQ (“**KCC**”); and
- (2) **the Governing Body of Goldfish School** (“**the Provider** “)

DEFINITIONS AND INTERPRETATION IN THIS AGREEMENT

Agreement: This Agreement and its attached Schedules, as executed by the Parties

Approved Base: teaching areas which meets KCCs Health & Safety requirements

Bold Steps for Education: KCC's plan to improve children's education outcomes

Code of Practice: The SEN Code of Practice issued by the Secretary of State

Data Protection: the Data Protection Act 1998 (**DPA**), and all related regulations

DBS: Disclosure and Barring Service

Delegated Budget: funding from KCC and/or the Education Funding Agency to the governing body for the purpose of providing education service to its students.

EHC Plans: Education, Health & Care Plans introduced by the Children & Families Bill as a successor for SEN Statements

Key Personnel: staff identified Schedule 3 for the roles attributed to fulfil the SLA

KPIs: Key performance indicators set out in this agreement at schedule 2

LA: Local Authority

QTOD/TQVI: Qualified teacher of the deaf/Visual Impairment meaning the mandatory qualifications

SEN: Abbreviation of Special Educational Needs, as defined in Education Act 1996

SLA: Service Level Agreement

Statement: As defined in Education Act 1996

SEND Strategy: Kent's long term plan to achieve good educational, health and social outcomes through services in the local community and good schools

SRP: Specialist Resourced Provision incorporates an on-site placement for a commissioned number of places and outreach to a wider group of pupils and schools

Interpretation

It is not intended that this SLA will rehearse or replace the existing duties of either the LA or schools in respect of all pupils including those with special educational needs.

Words in the singular shall include the plural and vice versa. Reference to one gender shall include all genders.

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

THIS SERVICE LEVEL AGREEMENT is made the 28 day of March 2014
BETWEEN

- (1) **THE KENT COUNTY COUNCIL** of County Hall, Maidstone, Kent ME14 1XQ (“ **KCC**”); and
- (2) **the Governing Body of Goldfish School) (“the Provider “)**

Each ‘a party’ and together ‘the Parties’ to this Agreement

WHEREAS

- (A) As a local authority, KCC must fulfil statutory duties and responsibilities in relation to pupils subject to SEN Statements (or EHC Plans), ensuring that these are properly discharged by commissioning appropriate and high quality provision which meets the needs set out in the Statements
- (B) This SLA describes the underpinning principles, roles, responsibilities and accountabilities of the Parties and it is intended to represent the clear intentions of the parties in relation to the provision, implementation and administration of Specialist Resourced Provision for SEN
- (C) In accordance with the terms of this SLA, KCC will delegate funding to the Provider to meet the needs of the named pupils on the roll of the SRP

PURPOSE OF AGREEMENT

The purpose of this agreement is to set out the arrangement to deliver SEN specialist provision in a mainstream setting and enable pupils to make good progress in an inclusive environment by providing the required services in accordance with the specification contained in Schedule 2.

The aims of SRP are to ensure pupils make good progress in their learning, communication and social skills; to reduce any anxieties and inappropriate behaviour which act as a barrier to learning.

The SRP fulfils commitments set out in KCC’s SEND policy to offer inclusive mainstream educational and social opportunities, alongside access to specialist intervention from specialist teaching staff and in class support.

COMMENCEMENT AND DURATION

The SLA takes effect from 1st April 2014 and shall continue for the term of three years with arrangements for monitoring set out in this SLA.

Either party may seek amendment to this SLA, requesting a review and giving notice of at least 12 weeks which can be waived by agreement. The timescale for implementation of any changes thereafter will be at least 12 weeks to reflect the need for arrangements to transfer pupils to other schools.

KCC may extend this Agreement beyond the Initial Term by a further period or periods of up to a maximum of 3 years giving the Provider written notice then the Term shall be extended by the period set out in the notice.

If KCC does not wish to extend this Agreement beyond the initial duration, this Agreement shall expire on the expiry of the Initial Term.

SERVICE LEVELS

The provider shall ensure that its aims and activities are consistent with, and complement, those of the Education Commissioning Plan and the priorities set out in Bold Steps for Education and the SEND Strategy

Where any service in Schedule 2 is subject to a specific level, the Provider shall provide that service in such a manner that is equal to or higher than such specific service level.

The Provider shall provide records of and management reports summarising the achieved service levels.

The parties will monitor performance by continuous review, data capture and analysis, termly monitoring meetings between the parties to this Agreement and a full service level Agreement review in year 2 of this agreement and in the event of an extension to the initial term bi-annually thereafter.

Service levels which fall short of the required level constitute a default and may result in service of a Default Notice on the Provider by KCC without prejudice to any other rights KCC may have.

ACCOMMODATION

The SRP will require a suitably located teaching area with sufficient physical space for the number of commissioned places which can be used flexibly to provide support e.g. some individual sensory/therapy work and to provide a quiet oasis/time out for pupils when necessary. The quality of internal decoration should be no less favourable than the majority of accommodation accessed by other pupils of the same age in the host school.

FINANCIAL ARRANGEMENTS

In consideration of the provision of the Services by the Provider in accordance with the terms and conditions of this Agreement, KCC shall transfer the Delegated Budget to the Provider and these payments shall be made by the Council in accordance with national funding guidelines and the Kent School's scheme of delegation. KCC will provide a Budget statement to the Provider Governing Body.

The Provider agrees that they shall be responsible for all costs associated with the provision of educational services. For the avoidance of doubt KCC shall not be responsible for the costs of including suitable premises, amenities, staffing, resources, equipment and books. Pupils in the mainstream for more than 80% will no longer count against the SRP places and will be funded wholly through arrangements for pupils outside the SRP.

The Provider shall ensure that any interest that accrues on funding delegated for the SRP prior to them being fully expended is added to the SRP budget and used solely to contribute to the cost of the SRP.

The Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to Council pursuant to this Agreement. Such records shall be retained for inspection by the Council for 3 years from the end of the Contract Year to which the records relate

Number of places and period

The Local Authority (LA) will commission the number of places set out in schedule 1, for the period September to August.

Calculation of overall budget and rate per place

Number of places – multiplied by the High Needs Funding rate per place (dependent on the primary need type of the pupil)

Plus

Number of places – multiplied by host school/academy, Age Weighted Pupils Unit (AWPU) and notional SEN factors including London Fringe if applicable.

Actual funding paid to Resource Provision

Actual funding paid to school/academy must be compliant with High Needs funding methodology of Place Plus. Place funding – Element 1 (E1) £4,000 plus Element 2 (E2) £6,000 = £10,000. Funding will be guaranteed for the period (2 above) for xxx places X £10,000, regardless of the number of number pupils in the RP.

Top up funding Element 3 (E3) = the funding rate per pupil = A + B / number of places, less Es 1 and 2. Top up funding will follow the pupil in real time on a monthly basis.

Where the number of actual pupils exceed commissioned places.

Where the number of actual pupils exceed the number of places commissioned by the LA, funding will be allocated for each additional individual pupil and paid monthly whilst the actual numbers exceed the commissioned places.

KEY PERSONNEL

Each party shall appoint the persons named as such in Schedule 3 as the individuals who shall have council to act on behalf of their respective party on the matters for which they are expressed to be responsible including the success of the implementation and/or operation of the Services.

There is no requirement for the staff within the SRP to be whole time employees; other staff from within the school may be identified to carry out some of the work of the provision.

Where mandatory qualifications are relevant e.g. QTOD/TQVI, the provider agrees that they shall be responsibility for ensuring that the staff delivering the service are suitably qualified.

OTHER PERSONNEL USED TO PROVIDE THE SERVICE

KCC will ensure that health services equivalent to a minimum of:

- 0.2 f.t.e Speech & Language Therapy (indicative in the draft doc)
- 0.1 f.t.e Occupational Therapy (indicative in the draft doc)

are available to support the Provider in achieving the service levels.

Where Speech & Language Therapy and Occupational Therapy specified within individual Statements/EHCPs exceeds the level ordinarily available from the local NHS provider, the LA will determine whether direct commissioning or additional delegated funding are needed. This determination will be made having regard to the totality of the resources available to the School and the costs involved in operating the SRP, Additional funding will not be unreasonably withheld.

Any health professional, therapist or psychologist commissioned or directly employed by the provider school must be Health and Care Professions Council (HCPC) compliant. The provider school is responsible for undertaking and updating relevant checks with the HCPC and for ensuring appropriate and relevant clinical supervision in accordance with the professional standards.

MANAGEMENT OF THE RESOURCE

The Provider shall provide the Services with reasonable skill and care and in accordance with the best practice prevailing in alternative provision and in all respects in accordance with KCC SEN Strategy and in accordance with all Applicable Laws.

ADMISSIONS AND EXIT ARRANGEMENTS

The LA will manage admissions to the SRP. The referral pathway is through the LA. No pupil can be admitted without the prior agreement of KCC.

Pupils will normally be subject to a Statement of SEN/Education Health and Care Plan (EHCP). In exceptional cases, admission will be part of an ongoing plan to determine whether assessment should be initiated.

Pupils considered appropriate for admission on the basis of statutory assessment will be referred through the County Panel. Following a decision at panel, the LA will consult the Headteacher and Governing Body. For pupils subject to a Statement this will be in accordance with Schedule 27. For any other pupils, the LA will use the principles of S27.

Where the School is at capacity, places in the SRP will be in addition to the Published Admission Number (PAN).

Pupils may not always be spread evenly across the year groups.

Exit from provision will be discussed at the pupil's annual review meeting. Any proposals/recommendations for a change of placement arising from the review will be referred to County panel.

MONITORING AND EVALUATION

The Headteacher of the provider school will have overall responsibility for the day to day management of the provision and for ensuring that the performance of staff is managed appropriately and in line with statutory requirements and local authority policy, ensuring that LA School Improvement Officers are able to undertake lesson observation to verify the quality of teaching is good or better.

The Headteacher will establish a steering group comprising representatives of the staff, parents, KCC and NHS to meet at least twice each year.

The Headteacher must report to the LA, on at least an annual basis, the work of the SRP. This will usually be through the School profile and the LA representative on the Steering group although a meeting with an Officer of the LA or other appropriate professional will also be available on a bi-annual basis to meet with the school and review the SLA.

All plans and records for monitoring and recording progress will be consistent with the school's systems and the LA's procedures for all schools. Successful outcomes for pupils will include clear progress in their learning and development. Their progress will also be measurable by pupil voice, parent views, attendance and use of exclusions

The LA reserves the right to claw back delegated funding if there have been substantial variations from the specified provision and staffing levels.

HOME TO SCHOOL TRANSPORT

The provider must consult with the Local Authority to ensure that the impact of timetable variations e.g. Inset days, early closures or exam timetabling does not result in additional home to school transport expenditure for the authority.

This Agreement has been entered into on the date stated at the beginning of it. **IN WITNESS** whereof this Agreement has been executed by the Parties as a deed:

THE KENT COUNTY)
COUNCIL)
Authorised Signatory)

EXECUTED AS A)
DEED by [NAME)

on behalf of the
Governing Body

Schedule 1 (Specification): Services to be delivered for pupils with *Autism Spectrum, Speech, language and communication needs, for Behaviour, emotional & social needs (BESN).*

Up to x full time places for ASD and up to xx for SLCN

The provider school will:

- Operate the SRP as an integral part of the school, including after school activities and clubs as any other pupil in the school
- Maintain a focus on the quality standards necessary to obtain external accreditation e.g. National Autistic Society and ICAN
- Appoint qualified teaching staff with relevant experience and/or and practical knowledge of teaching children placed within the SRP
- Employ assistants with relevant skills or who are receiving training
- Involve an officer of the LA in the selection process for key personnel.
- Ensure staff remain open to observation, willing to take part in moderation and able to model effective teaching
- Ensure staff have professional development based on an audit of need
- Safeguard expertise through investment in relevant materials, induction and support for staff across the school, particularly NQTs
- Use LA minimum standard technology e.g. whiteboards and Ipads
- Provide advice for the assessment of pupils in the SRP

Contribute to the LA's strategic plans and outreach

- Actively engage with Local Inclusion Forums (LIFT) and STLS dimension groups for school professionals
- Publicise, and regularly update what is on offer, the referral process, who does what and how outreach support can be accessed
- Promote the mainstream core standards and evidence based interventions e.g. Language 4 Learning, Speech Link

Report on impact of the work of the SRP (to include, but not exhaustive)

- Individual pupil progress
- Support for pupils within the host school who are not part of the SRP roll
- Outreach

Deliver parent support and improve parental confidence through

- Participation in county wide programmes such as NAS EarlyBird
- working in partnership with parents of pupils in the SRP

If for any reason there is an increase in the requirement for places, the school shall use its reasonable endeavours to accommodate any increase. The SRP must enable the inclusion of each individual pupil in the host school. The details must be recorded and reviewed through the annual review process.

Schedule 2 Key Performance Indicators

The provider shall report at regular intervals, at least 3 times per year, the following information to the Council in the form reasonably specified by the Council:

The number of pupils in the SRP at the end of each term

- by total and by gender, free schools meals, BME, LAC
- subject to a Statement or EHCP
- not yet subject to a plan
- new entrants,
- leavers to mainstream, transfer to special school
- whose attendance has improved

The progress of pupils in the core areas of the curriculum against their predicted achievements benchmarked against national indicators and compared to the pupil in the host school.

The school / resource) shall advise at the end of each academic year, gather and report (number and %) the views of parents on whether their child has made improvements since attending the SRP in relation to

- Academic progress
- Behaviour
- Emotional well being
- Making and maintaining friendships

And the views of pupils in relation to their behaviour and whether they are enjoying school and making good progress

Schedule 3 Key Personnel:

Any change of nominated representative will be notified to the other party/ies within 14 days of such a change.

Nominated Officers

For the purposes of this Agreement, KCC's nominated representative shall be the Officer responsible for SEN, Head of SEN, Julie Ely

The provider school's nominated representative shall be:

(For Satellite provision: The host school's nominated representative shall be)