

Service Level Agreement

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| Between: | The Patch Project |
| And: | |

Purpose

The purpose of this Service Level Agreement (SLA) is to clarify the operational and financial arrangements of The Patch Project with schools and other referring agencies. These guidelines reflect the commitment of institutions to work together to provide consistent and high- quality learning opportunities for young people referred to The Patch Project

In this SLA you will find the terms and conditions of how The Patch Project works in partnership with Schools, LEAs, Academy Trusts and departments within Children's Services.

The Patch Project Aims

The Patch Project aims to:

- 1. Address the individual social, emotional and learning needs of the young person, developing self-esteem and confidence.*
- 2. Engage young people on pathways to learning with accredited outcomes, enabling them to gain recognised qualifications where appropriate.*
- 3. Support young people to self-regulate, teaching them to make more appropriate behaviour choices.*
- 4. Provide a minimum of one term's education in order to facilitate reintegration back into school or on to further education or employment.*

Data Protection

All personal data relating to young people and their families, referrers and any other third parties that is collected and stored, is done so in a way that complies with the General Data Protection Regulations and Data Protection Act 2018. Specific details are set out in our Privacy Notice, which can be found on our website. Personal data is stored on systems that are encrypted and password protected, with servers in the UK.

Whilst the GDPR and Data Protection Act 2018 place duties on organisations and individuals to process personal information fairly and lawfully; they are not a barrier to sharing information, where the failure to do so would cause the safety or well-being of a child to be compromised.

1. Duty of Care

- 1.1. The prime 'duty of care' for young people lies with the referring school/agency. However, **The Patch Project** has a legal responsibility to ensure the health, safety and welfare of a young person whilst in their charge. The referrer retains their statutory responsibility for the young person, including the responsibility to provide of a full-time educational entitlement for any days a pupil is not on roll at **The Patch Project** and to make any particular provision for a special educational need.
- 1.2. **The Patch Project** is an unregistered school that delivers alternative provision, therefore, there is a joint responsibility with the referrer for the success of each young person as outlined in the Educational Excellence Everywhere white paper 2016 (p102-103).
- 1.3. There is a clear understanding that **The Patch Project** will register young people as would a mainstream school, but young people are not solely on the **The Patch Project** roll. All young people placed at **The Patch Project** are expected to be dual registered either with the referring school, on the roll of a virtual school or other local authority register. This is necessary to ensure correct accountability and that young people receive the services they are entitled to.

2. Health, Welfare and Safety

The Patch Project:

- 2.1. Ensures that all adults that come into contact with young people have been subject to a successful Enhanced DBS check and have been thoroughly and appropriately vetted in accordance with current DfE statutory guidance (Keeping Children Safe in Education).
- 2.2. Conducts regular checks and takes appropriate action to ensure **The Patch Project** is a safe learning environment. This includes ensuring that all relevant health and safety legislation is complied with.
- 2.3. Will provide a health and safety induction for all young people within the first week of each placement, which includes fire evacuation procedures.
- 2.4. Will provide equipment and materials for all areas of the curriculum, including personal protective equipment (PPE) where necessary and relevant health and safety training.
- 2.5. Is committed to completing risk assessments for all activities.
- 2.6. Implements a written policy to ensure health and safety on activities taking place outside the centre, which complies with DfE guidance 'Health and Safety of young people on Educational Visits'.
- 2.7. Will ensure parents/carers are fully informed of all arrangements and have received their prior consent for all activities and programs of study, including

travel arrangements and any identified associated risk.

School/Referring Agency:

2.8. The arrangement of transport of young people to and from the **The Patch Project** remains the responsibility of the school/referrer although transport may be provided by The Patch Project. Where this is the case, all relevant insurance for vehicles and staff will be in place. A risk assessment to cover this should be completed by the school/referrer and copies made available for parents/carers and any other relevant party.

3. Insurance and Liability

Both **The Patch Project and the School/Referrer:**

3.1. Will have in place adequate and suitable insurance to cover all statutory obligations, including Employers and Public Liability insurance. The Patch Project and schools/referrers will conform to the basic principle of disclosing to the insurer material facts that may affect the terms of the policy.

4. Financial Arrangements

****The Patch Project** :**

- 4.1. Will agree with the school/referrer the fee to be paid at the point of referral. This will take into account the level of fees for the academic year plus any additional costs for young people with an EHCP or any discounts that may be applied at the head of centre's discretion.
- 4.2. The cost for each placement includes all accreditation fees, refreshments throughout the day (including breakfast and lunch), tailored tuition and support, education materials and PPE required.
- 4.3. Will usually invoice the school/referrer for the full amount within the first three weeks of each term.

School/Referrer:

- 4.4. Will settle invoices for the agreed payment within the specified time.
- 4.5. Will commit to the agreed payment for the placement, including when pupils are withdrawn or fail to attend.
- 4.6. If a young person is withdrawn from a placement, the school/referrer has the opportunity to refill the place in agreement with **The PatchProject**.

Referral to a **The Patch Project** Placement

- 4.7. Will conduct an interview with the young person, their parent/carers and the school/referrer prior to being accepted onto an **The Patch Project** placement.
- 4.8. As part of the interview, young people will have the opportunity to visit the **The Patch Project** so that they can begin to become familiar with the learning environment.
- 4.9. Engage the parent/carers to give consent to allow their child to participate fully in **The Patch Project** program.

- 4.10. Will, together with the young person, parent/carer and school/referrer, agree objectives and a success plan for the placement.
- 4.11. Will issue prospective pupils with a conduct agreement and will expect the young

person to indicate agreement of its conditions by signing it, prior to acceptance on a placement.

- 4.12. Once all the relevant information has been supplied the head of centre will start the process to make the decision as to whether **The Patch Project** is the right placement for the young person. If the referral is successful, The Patch Project will start a two-week induction period. This will enable The Patch Project to assess if we can meet the needs of the young person, which will be done in a number of ways via assessments and observations.
- 4.13. A review will take place at the end of the induction period where the decision will be made if the young person's agreed needs are able to be met.
- 4.14. Will, with the help of the school/referrer, prepare a specific risk assessment for working with the young person.
- 4.15. Will continue to provide educational resources, support and academic and pastoral monitoring/feedback to both the young person and their family/guardian during unplanned short and long-term closures.
- 4.16. May deliver but will not be responsible for the delivery of the RSE curriculum. The full responsibility for the RSE curriculum and delivery will remain with the referring school/organisation. Upon request, The Patch Project may deliver aspects of the RSE curriculum.

School/Referrer:

- 4.17. Will identify and supply contact details for an appropriate person within school who will act as the primary contact. They will be expected to be involved in ongoing liaison with The Patch Project and support for the young person.
- 4.18. The named person will attend the referral interview along with the young person and their parent/carer.
- 4.19. Will supply The Patch Project with all requested information on the pupil such as details of prior attainment and attendance, timetable on non-The Patch Project days, current and predicted levels/grades, details of any specific learning difficulties, Individual Learning Plans, Individual Behaviour Plans, Health Care Plans/EHCP, Care Plans/PEP, details of any convictions or pending court appearances, as appropriate. All information provided will be managed and stored with an appropriate level of confidentiality in accordance with data protection and information sharing guidelines.
- 4.20. Will inform The Patch Project of specific personal or social difficulties, including extreme or aggressive behaviour, truancy, poor attendance, involvement with drugs, use of weapons, etc. The school will assist The Patch Project in the preparation of a risk assessment for the young person. All information provided will be treated with an appropriate level of confidentiality in accordance with data protection and information sharing guidelines.
- 4.21. Will inform The Patch Project of any safeguarding issues that are relevant to the pupil. All information provided will be treated with an appropriate level of confidentiality in accordance with data protection and information sharing guidelines.
- 4.22. Will not cancel pre-booked places as a result of short or long-term closure due to The Patch Project's commitment to providing suitable educational resources, support and monitoring/feedback throughout any unplanned closure.

- 4.23. Will retain the responsibility for the delivery of the RSE curriculum, and may request The Patch Project to deliver elements of this curriculum. (This will remain at the discretion of The Patch Project.)

5. Support for Students

The Patch Project :

- 5.1. Will contribute to EHCP reviews and input into the plan. The responsibility of writing or renewal of an EHCP remains with the referring school/Local Authority.
- 5.2. Staff will support young people to work towards their objectives and gain appropriate accreditation where agreed.
- 5.3. Will implement a system of incentives and sanctions to encourage students to make appropriate choices in accordance with The Patch Project Behaviour Policy.
- 5.4. Will monitor, evaluate and record progress on a daily basis, feeding back to the young person, their parents/carers and the school/referrer regularly and when specific issues arise.
- 5.5. Will arrange reports and review meetings (with young person, parent/carer and school/referrer) to formally assess progress, discuss next steps and ensure that the young person is being adequately supported. From time to time, The Patch Project may arrange an additional meeting to address a specific issue.
- 5.6. Will provide the opportunity for the young person to engage in activities beyond the school day and out of term time.
- 5.7. Will celebrate the successes of young people through attendance certificates, attainment certificates, award ceremonies and rewards trips.

School/Referrer:

- 5.8. The named person will engage in communication with The Patch Project regarding the pupil's progress and any issues that arise.
- 5.9. The named person will attend all review meetings and any additional meetings as appropriate and arrange for any agreed actions in school to take place.
- 5.10. The named person will co-ordinate the young person's reintegration back into school or onto another appropriate education or training program when they leave The Patch Project.

6. Supervision

The Patch Project :

- 6.1. Provides supervision by staff at all times during the school day.
- 6.2. In the event of an exclusion from the centre, The Patch Project will contact parents/carers prior to the young person leaving the premises and agree appropriate transport arrangements to return them home. The Patch Project will inform the school/referrer of the situation.
- 6.3. In the case of a young person leaving the premises without permission, The Patch Project 'Absconding Young People Procedure' will be followed, which includes informing parents/carers, the school/referrer and if necessary, the police.

School/Referrer:

6.4. Occasionally it may be necessary to remove a young person from the The Patch Project centre at short notice, due to illness or inappropriate/dangerous behaviour. It remains the responsibility of the school/referrer, who retain the primary duty of care, to support that pupil during the academic day. In cases where it has not been possible to obtain parental consent to release a young person from the The Patch Project centre, it is the responsibility of the school/referrer to arrange for transport and supervision until parents can be contacted.

Attendance and Monitoring**The Patch Project :**

- 6.5. At the beginning of a placement, The Patch Project will inform the parent/carers and the school/referrer of term dates and any additional days when there will be known closures such as staff training days, or changes to the usual timetable.
- 6.6. Will notify the school/referrer and the parent/carers of any significant timetable or program alterations.
- 6.7. Will maintain an admissions and attendance register that complies with DfE guidance 'Keeping Pupil Registers'.
- 6.8. Will contact the parent/carers in the case of any young person absence to establish the reason.
- 6.9. Will inform the school/referrer via an automated email to the named contact, and through the school/referrer's existing systems for reporting absence in the case of a student being absent.
- 6.10. Will remain open when schools/referrers have staff training days, however The Patch Project do also have set days for training and will be closed to the young people. On these days the referring school is responsible for the young person.
- 6.11. Is committed to remain operational whenever it is safe to do so. For unforeseen events such as 'snow days', the The Patch Project centre will take advice from the appropriate authority and parents/carers and schools/referrers will be informed if closures are to take place.
- 6.12. Is not able to offer a refund for days when the The Patch Project centre has had to remain closed due to unforeseen events, where it is deemed for the centre to be unsafe for young people.

School/Referrer:

- 6.13. Will advise The Patch Project of any prior known young person absence whenever possible, including attendance at exams, meetings etc..
- 6.14. Will provide The Patch Project with any dates when there will be known closures or inset days within the school/referring agency.
- 6.15. Will inform The Patch Project immediately if a young person is to be withdrawn from, or replaced, on the placement.

7. Ending a Student Placement

The Patch Project :

- 7.1. Retains the right to end the placement of a young person before the agreed date if

the head of centre deems this to be necessary. This will be the case when it is clear to all parties that there has been a very serious breach of The Patch Project 's conduct agreement or where it is clear through regular communication with the referring school/ agency that the young person's place has broken down over time.

7.2. Will always inform the referring school/agency of concerns and issues and will formally notify them of any fixed term exclusions. This information, along with agreed strategies communicated at reintegration meetings, will be used to determine if a young person is at risk of their place being withdrawn. Where it appears likely that a young person is at risk of their place being ended, The Patch Project will work closely with the referring school to give them as much notice as possible to secure alternative educational provision.

7.3. Will, in accordance with DfE guidance, ensure that the ending of a place at The Patch Project is the last resort after every other strategy/intervention has proved to be unsuccessful.

School/ Referrer:

7.4. Will work closely with The Patch Project staff to try to ensure a placement is successful and will encourage their young person to engage with the program and abide by the conduct agreement they have agreed to.

7.5. Will remain in regular contact with the The Patch Project centre to ensure they are aware of any ongoing issues and concerns, and attend meetings with parents/carers where discussions about the future of the placement occur, such as reintegration meetings after a fixed term exclusion.

7.6. Will accept that when a serious incident occurs, where it is clear that a pupil cannot remain on a placement, to support the head of centre in their decision, so they can ensure the safety of all young people and staff in the centre.

Termination

Any breach of this SLA will, in the first instance, attempt to be resolved by The Patch Project and the school/referring agency. Should this breach not be resolved, then either partner may wish to withdraw from the provision, however, consideration must be made to the progress and welfare of any student(s) on current placements.

Declarations

THE PATCHPROJECT:

On behalf of The Patch Project, I have read and understood this Service Level Agreement. I will ensure that the content is disseminated to relevant staff within my organisation and they have access to a copy. In signing this document, my organisation agrees to abide by its terms and conditions.

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| Name: | Role: |
| Signed: | Date: |

School/Referrer:

On behalf of _____ (name of school/referrer), I have read and understood this Service Level Agreement.

I will ensure that the content is disseminated to relevant staff within my organisation and they have access to a copy. In signing this document, my organisation agrees to abide by its terms and conditions.

The organisation responsible for paying the placement fees is:

_____ (enter organisation)

| | |
|---------|-------|
| Name: | Role: |
| Signed: | Date: |

☐ Please tick this box to allow The Patch Project to keep you updated with information about our services.

(Please see our privacy policy for further and full information.)