

SERVICE LEVEL AGREEMENT

The power to transfer a pupil to off-site provision for behavioral reasons is set out in Section 29A of the Education Act (2002) and the Education (Education Provision for Improving Behavior) Regulations 2010. Department guidance “Alternative Provision: Statutory Guidance for Local Authorities” (2013), makes it clear that the Head Teacher is authorised to make such a decision without reference to the Governors, but I can confirm to you that the Governing Body has delegated the authority to make this referral to the Head Teacher.

Delegated authority is confirmed by Governing Body:

Governor Signature: _____ Date: _____

Governor Name: _____

1. Introduction:

This is an ongoing agreement between _____ as the ‘Referring School’ and **The Aspire Academy** for the purpose of delivering an alternative academic and vocational programme of study; the contents of which will be subject to periodic review, including the details contained in Section 3.

Through this initiative The Aspire Academy will contract with the Referring School to deliver a programme of study for the **2023/2024** academic year and beyond, for all pupils referred to them, until such times as this SLA is reviewed.

The Aspire Academy reserves the right to end the placement of a referred pupil for repeated serious breaches of the school’s behaviour policy. Regular review meetings and readmission meetings will always highlight areas of concern in a pupil’s progress. In exceptional circumstances a one-off incident may result in the termination of a placement. This agreement accepts that the Aspire Academy will not take decisions lightly and will exhaust all reasonable steps to ensure placement success.

2. Education Programme:

An agreed educational plan and the expectations of the Referring School will be detailed, for each individual pupil, on the Aspire Academy’s Referral Form (see website for most up-to-date version), which will be completed in all pupil referral cases, in line with the principles of “The Commissioning Arrangements”. Referrals are made with the best interests of the pupils in mind and to that end, pupils may remain at the Aspire Academy and reintegration/transition to mainstream may occur post 16. Referring schools should share with the Aspire academy all careers interventions and work experiences where appropriate, as well as what RSE the pupil has had access to. This should go beyond what has been planned to teach a year group, but what a young person has had access to.

Pupils will follow a tailored curriculum, which will include English, maths, and science, and may include, PSHE, RE, Geography, Computing, Citizenship, Physical Education and vocational subjects; which will be personalised to individual needs. There is a strong safeguarding programme which is woven throughout the school structure. There is a strong emphasis on cultural capital building and supporting the pupil’s spiritual, moral, social and cultural development.

Placement objectives need to be set by the referring school that are SMART and reviews of placements should be conducted with these in mind at regular intervals between 4 and 6 times a year. An initial review will be held at 3 weeks and then again at 6 weeks and by agreement thereafter.

Any Year 11 pupil referred after 1st January 2024 will be expected to be on roll until 30th June 2024.

3. Charges:

3.1 Invoices will be, prepared on a pro-rata basis and sent to the Referring School termly in arrears to include, as appropriate, the following:

- The full-time annual equivalent rate per pupil of **£7,000**
- Where pupils are recorded as Ever 6 FSM a pro rata charge equivalent to the prevailing Pupil Premium rate per FTE will be made.
- For Looked-after pupils (LAC), where Pupil Premium funding has been devolved to the Referring School, a pro rata charge equivalent to the prevailing LAC Pupil Premium rate per FTE will be made.
- For pupils recorded as an Ever 5 Service Child, a pro rata charge to the prevailing Service Children Pupil Premium rate per FTE will be made.
- Free School Meals will be charged at a daily rate of £2.47 per eligible pupil.
- A pro rata charge will be made for all pupils who have a funded Education, Health and Care Plan.
- One-off referral registration fee of £50 per pupil (applicable to newly referred pupils only).
- A contribution towards the cost of transportation of £1 per pupil per day for referring schools **inside** Worcester City, £2 per pupil per day for referring schools **outside** Worcester City, and £3.50 per pupil per day for schools over 10 miles from The Aspire Academy.

In cases where it is wholly uneconomical to meet the transport costs of outlying schools, this will be discussed at referral stage and a local agreement made.

Annual charges will be made pro rata over 190 days for pupils up to Year 10 and over 175 days for pupils in year 11.

If at such times the above rates are increased by the DfE (or others), the Aspire Academy retains the right to increase its charges to reflect the changes.

4. In meeting their obligations, the Aspire Academy will:

4.1 Recognise the Academy's responsibilities for safeguarding children and young people and will work with the Local Authority and other agencies to ensure the safety of children and young people in its care; this will include ensuring all activities are appropriately risk assessed. This is in accordance with the principles established by the Children Acts 1989 and 2004; the Education Act 2002; and in line with government publications, the Teachers' Standards 2012; "Working Together to Safeguard Children" 2018 and "Keeping Children Safe in Education" **2023**.

All staff, governors and volunteers working in the school are subject to all necessary pre-employment and vetting checks as listed in Part three of "Keeping Children Safe in Education" **2023**.

All employees, Governors and volunteers will have enhanced DBS checks. Access to the Academy's Single Central Record will be made available for liaison staff by request.

4.2 Confirm that:

- All Health & Safety policies, training and induction are compliant and that the school holds unlimited public liability insurance.
- There is a formal procedure for recording and reporting accidents and incidents.
- All risk assessments are reviewed annually, and training is provided to all staff implementing these.

- 4.3 Confirm that all safeguarding and child protection policies, procedures and training are effective and comply with the law at all times. All staff, governors, volunteers and visitors are aware of the establishments reporting concerns procedures and receive annual safeguarding training, including CSE and Prevent.
- 4.4 Provide a structured programme of learning including English, maths and science, with clear aims, objectives and methods, leading to nationally recognised qualifications.
- 4.5 Work effectively with the Referring School, creating mandatory 3-week and 6-week reviews and providing reports and feedback to support the aims and objectives of the placement.
- 4.6 Ensure all relevant educational delivery and support staff have copies of the pupil profile and data as supplied by the Referring School and to ensure the data is used effectively to provide the pupil with appropriate learning programmes, support and targets.
- 4.7 Provide pupils, their parents/carers and the Referring School with all relevant programme details, i.e. progress reports, term dates, timetables, exam dates, coursework deadlines, etc.
- 4.8 Provide an induction programme, in liaison with the Referring School, to ensure a smooth transition to The Aspire Academy.
- 4.9 Receive applications from the Referring School and interview all prospective pupils and parents/carers, encouraging pre-entry visits and tours for familiarisation and relationship building purposes.
- 4.10 Ensure all data concerning pupils is kept in accordance with current standing Data Protection legislation.
- 4.11 Ensure all Safeguarding processes are updated as and when required and are in place to ensure the safety and wellbeing of its pupils.
- 4.12 Employ staff with relevant qualifications, aptitudes and experience to provide the agreed programme of educational need.
- 4.13 Collect and supply the necessary data as required i.e. DfE Census Returns.
- 4.14 Contact the Referring School immediately regarding any pupil whose behaviour or progress is causing concern including absences where there has been no contact possible.
- 4.15 Will provide a compliant and informative website, providing news, links and curriculum information.
- 4.16 Allow restricted access to the school's MIS (Arbor) for attendance purposes.

5. In meeting their obligations, the Referring School will:

- 5.1 Take into account the commissioning arrangement questions on the website including:
 - an assessment of behaviour needs
 - an assessment of suitable provision to meet those needs and
 - an assessment of why the Aspire Academy can meet those needs

- 5.2 Complete the most recent Aspire Academy referral form in full, to include the period of the transfer and most importantly the reasons for the decision and objectives of the referral. Only referrals made on the most recent referral form will be processed.
- 5.3 The school agrees to conduct a mandatory 3-week and 6-week review and to support a schedule of reviews set up thereafter on a case by case basis.
- 5.4 Disclose all known information/data, in accordance with current standing Data Protection legislation, relevant to its referred pupils. This is not necessarily restricted to information requested on The Aspire Academy Referral Form. This also includes key stage 2 performance data.
- 5.5 Nominate an appropriate member of staff to act as the key contact and co-ordinator, who will contact the School and visit regularly, including attendance at a 6-week placement review. If key staff change roles, the referring school will notify the Aspire Academy at the earliest opportunity, particularly over the Summer holiday transition period.
- 5.6 Work with The Aspire Academy providing additional support where required, to achieve the aims and objectives of each pupil; in particular, to support the re-integration of pupils back to the Referring School or onwards to the next mainstream school through cross phase transition or new opportunities, or through the managed move process.
- 5.7 Liaise with The Aspire Academy over the provision of an appropriate induction, ensuring that pupils attend any interviews and where possible, or appropriate, accompany them.
- 5.8 Liaise with The Aspire Academy to ensure appropriate learning support maintaining any statutory responsibility for dual registered pupils and those with parental responsibilities.
- 5.9 Provide evidence of prior learning through access to progression levels, exercise books and work folders and completing the "Curriculum Transfer Referral Information Form" on the referral page on the website.
- 5.10 Ensure that referral to The Aspire Academy is supported by a clear rationale and effective use of data and personal intelligence and that the pupil, where appropriate, is included in this process.
- 5.11 Comply with all aspects of the Data Transfer Protocol and provide secure transfer of CTF data to The Aspire Academy. Referring schools MUST transfer all safeguarding files by CPOMS (if used) physical face to face file transfer or other secure method when a pupil starts placement.
- 5.12 Confirm that parents/carers have been communicated all of the statutory/mandatory information by letter, either using the Aspire Academy sample letter or their own equivalent.
- 5.13 The referring school remains responsible for those members of its staff who have access to the Academy's Information Management System (Arbor). Any changes to personnel at the Referring school must be communicated immediately to the Academy, to enable access to Arbor to be withdrawn.
- 5.14 Recognise their responsibilities for safeguarding children and young people and will work with the Local Authority and other agencies to ensure the safety of children and young people in its care. This is in accordance with the principles established by the Children Acts 1989 and 2004; the Education Act 2002; and in line with government publications the Teachers' Standards 2012; "Working Together

to Safeguard Children” 2018 and “Keeping Children Safe in Education” **2023**. This extends to always sharing information from any safeguarding meetings that may occur.

Also confirm that all staff, governors and volunteers working in the school are subject to all necessary pre-employment and vetting checks as listed in Part three of “Keeping Children Safe in Education” **2023**.

5.15 Raise any concerns in a timely fashion through an appropriate contact here listed.

6. Dispute Resolution:

6.1 If any dispute arises between the parties in connection with this Agreement, the following escalation process shall apply:

- The referring school’s Representative and The Aspire Academy’s Representative shall meet to discuss the dispute as soon as practicable after it has arisen and in any event within 45 days.
- If the Representatives are unable to resolve the matter, the dispute shall be referred to the Chair of Governors of The Aspire Academy within 45 days of the initial dispute meeting described above.

7. Contact Details:

Address:

Bridgwater Road, Worcester. WR4 9FQ

Tel: 01905 455422

admin@theaspireacademy.org.uk

Head Teacher

Mr Simon Stevenson

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Deputy Head Teacher

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Director of Operations & Lifelong Learning

Mr Lewis Thomas

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Designated Safeguarding Lead

Mr Richard-Rainbird-Hitchins

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SENDCo

Mrs B Payne

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Finance & HR Manager

Miss N Bradley

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Admissions Officer

Mrs Deborah Slade

dslade@theaspireacademy.org.uk

Attendance Officer

Mrs Samantha Brazier

sbrazier@theaspireacademy.org.uk

Chair of Governors

Mr Phil Collins

Safeguarding Governor and
Vice Chair of Governors

Mrs Carol Hart

Signatories to this agreement:

Two copies of this Service Level Agreement are to be signed. One copy to be retained by each partner to the agreement.

In signing this agreement, the referring school is confirming that all appropriate colleagues have had sight of this Service Level Agreement, including (but not limited to) the DSL, Staff Liaison, SENDCo and Attendance Officer.

Signed on behalf of: _____ **Referring School**

Signature: _____

Name: _____

Position: _____

Date: _____

Signed on behalf of The Aspire Academy:

Signature: _____

Name: _____

Position: _____

Date: _____