

## TLG Service Level Agreement

Between: **TLG** \_\_\_\_\_ (**name of TLG Centre**)  
and: \_\_\_\_\_ (**name of referring school or agency**)

### **Purpose**

The purpose of this Service Level Agreement (SLA) is to clarify the operational and financial arrangements of TLG 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 TLG.

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

### **TLG Aims**

TLG aims to:

1. Address the individual social, emotional and learning needs of the Learner, 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. Challenge and help modify inappropriate behaviour, teaching young people to make appropriate 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.

### **Commitment to Quality Assurance (TLG Centre to delete either or both of the following statements if they do not apply)**

The TLG Centre is registered as an Independent School with the DfE and is subject to inspections by Ofsted under the common inspection framework.

The TLG Centre has been approved as a provider of alternative education by the Local Education Authority.

#### **1. Duty of Care**

- 1.1. The prime 'duty of care' for students lies with the referring school/agency. However, TLG has a legal responsibility to ensure the health, safety and welfare of a young person whilst in their charge. Schools/referrers retain their statutory responsibility for the student, including the responsibility to provide of a full-time

educational entitlement for any days a student is not on roll at TLG and to make any particular provision for a special educational need.

- 1.2. TLG (centre name) is a registered school that delivers alternative provision, therefore there is a joint responsibility with the referrer for the success of each student as outlined in the Educational Excellence Everywhere white paper 2016 (p102) .
- 1.3. There is a clear understanding that although TLG centres are registered as Independent Schools students are not solely on the TLG School roll. All students placed at TLG 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 students receive the services they are entitled to.

## **2. Health, Welfare and Safety**

### **TLG:**

- 2.1. Ensures that all adults that come into contact with students have been subject to a successful Enhanced DBS check and have been thoroughly and appropriately vetted in accordance with DfE statutory guidance (Keeping Children Safe).
- 2.2. Conducts regular checks and takes appropriate action to ensure that the TLG centre 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 students within the first week of each programme, 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 Pupils 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 programmes of study, including travel arrangements and any identified associated risk.

### **School/Referring Agency:**

- 2.8. The arrangement of transport of students to and from the TLG Centre remains the responsibility of the school/referrer. 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 TLG 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. TLG and

schools/referrers will confirm to the basic principle of disclosing to the insurer material facts that may affect the terms of the policy.

#### **4. Financial Arrangements**

##### **TLG:**

- 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 students with an EHCP or any discounts that may be applied at the head teacher's discretion.
- 4.2. The cost for each placement includes all accreditation fees, refreshments throughout the day (excluding lunch), tailored tuition and support, education materials and PPE required.
- 4.3. Students will pay for their own lunch. Where students are eligible for free school meals, TLG will invoice the school/referrer accordingly.
- 4.4. Will usually invoice the school/referrer for the full amount within the first three weeks of each term.

##### **School/Referrer:**

- 4.5. Will settle invoices for the agreed payment within the specified time.
- 4.6. Will commit to the agreed payment for the placement, including when students are withdrawn or fail to attend.
- 4.7. If a student is withdrawn from a programme, the school/referrer has the opportunity to refill the place in agreement with TLG.

#### **5. Referral to a TLG Programme**

##### **TLG:**

- 5.1. Will conduct an interview with the student their parent/carer and the school/referrer prior to being accepted onto a TLG programme.
- 5.2. As part of the interview, students will have the opportunity to visit the TLG Centre so that they can begin to become familiar with the learning environment.
- 5.3. Engage the parent/carer to give consent to allow their child to participate fully in the TLG programme.
- 5.4. Will, together with the student, parent/carer and school/referrer, agree objectives and a success plan for the placement.
- 5.5. Will issue prospective students with a behaviour contract and will expect the learner to indicate agreement of its conditions by signing it, prior to acceptance on a placement.
- 5.6. Will issue parents/ carers with a home – school agreement that outlines TLG's commitment to them as parents/ carers and their commitment to TLG and will expect their agreement to it by signing it before a placement at TLG is offered.
- 5.7. Once all the relevant information has been supplied the head teacher will make

the decision as to whether TLG is the right placement for the student. If the referral is successful, TLG will place the learner in an appropriate group and inform all parties of the proposed start date.

- 5.8. If a learner poses any significant risk that is not covered by TLG's exiting risk assessments, TLG will, with the help of the school/referrer, prepare a specific risk assessment for working with that learner.

**School/Referrer:**

- 5.9. 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 TLG and support for the learner.
- 5.10. The named person will attend the referral interview along with the learner and their parent/carer.
- 5.11. Will supply TLG with information on the learner such as details of prior attainment and attendance, timetable on non-TLG 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 treated with an appropriate level of confidentiality in accordance with data protection and information sharing guidelines.
- 5.12. Will inform TLG of specific personal or social difficulties, including extreme or aggressive behaviour, truancy, poor attendance, involvement with drugs, use of weapons, etc. Where appropriate, the school will assist TLG in the preparation of a risk assessment for that learner. All information provided will be treated with an appropriate level of confidentiality in accordance with data protection and information sharing guidelines.
- 5.13. Will inform TLG of any safeguarding issues that are relevant to the learner. All information provided will be treated with an appropriate level of confidentiality in accordance with data protection and information sharing guidelines.

**6. Support for Students**

**TLG:**

- 6.1. 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.
- 6.2. Staff will support students to work towards their objectives and gain appropriate accreditation where agreed.
- 6.3. Will implement a system of incentives and sanctions to encourage students to make appropriate choices in accordance with TLG's Behaviour for Learning Framework.
- 6.4. Will monitor, evaluate and record student progress on a daily basis, feeding back to the student, their parents/carers and the school/referrer regularly and when specific issues arise.
- 6.5. Will arrange half termly reports and termly review meetings (with student, parent/carer and school/referrer) to formally assess progress, discuss next steps and ensure that the students is being adequately supported. From time to

- time, TLG may arrange an additional meeting to address a specific issue.
- 6.6. Will provide the opportunity for the student to engage in activities beyond the school day and out of term time.
  - 6.7. Will celebrate the successes of students through attendance certificates, attainment certificates, award ceremonies and rewards trips.

**School/Referrer:**

- 6.8. The named person will engage in communication with TLG regarding the learner's progress and any issues that arise.
- 6.9. The named person will attend termly review meetings and any additional meetings as appropriate and arrange for any agreed actions in school to take place.
- 6.10. The named person will co-ordinate the students' reintegration back into school or onto another appropriate education or training programme when they leave TLG.

**7. Supervision**

**TLG:**

- 7.1. TLG provides supervision by staff at all times during the school day.
- 7.2. In the event of an exclusion from the centre TLG will contact parents/carers prior to the learner leaving the premises and agree appropriate transport arrangements to return them home. TLG will inform the school/referrer of the situation.
- 7.3. In the case of a learner leaving the premises without permission, TLG's 'Absconding Students Procedure' will be followed, which includes informing parents/carers, the school/referrer and if necessary, the police.

**School/Referrer:**

- 7.4. Occasionally it may be necessary to remove a student from the TLG 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 student during the academic day. In cases where it has not been possible to obtain parental consent to release a learner from the TLG Centre, it is the responsibility of the school/referrer to arrange for transport and supervision until parents can be contacted.

**8. Attendance and Monitoring**

**TLG:**

- 8.1. At the beginning of a programme, TLG will inform the parent/carer and the school/referrer of term dates and any additional days when there will be known closures such as inset days or changes to the usual timetable.
- 8.2. Will notify the school/referrer and the parent/carer of any significant timetable or programme alterations.
- 8.3. Will maintain an admissions and attendance register that complies with DfE guidance 'Keeping Pupil Registers'.

- 8.4. Will contact the parent/carer in the case of any student absence to establish the reason.
- 8.5. 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.
- 8.6. Will remain open when schools/referrers have inset days, however TLG do also have set days for training and will be closed to the students. On these days the referring school is responsible for the students.
- 8.7. Is committed to remain operational whenever it is safe to do so. For unforeseen events such as 'Snow Days', the TLG Centre will take advice from the appropriate authority and parents/carers and schools/referrers will be informed if closures are to take place.
- 8.8. Is not able to offer a refund for days when the TLG Centre has had to remain closed due to unforeseen events, where it is deemed for the centre to be unsafe for students.

**School/Referrer:**

- 8.9. Will advise TLG of any prior known student absence whenever possible, including attendance at exams, meetings etc.
- 8.10. Will provide TLG with any dates when there will be known closures or inset days within the school/referring agency.
- 8.11. Will inform TLG immediately if a student is to be withdrawn from or replaced on the placement.

**9. Ending a Student Placement**

**TLG:**

- 9.1. Retains the right to end the placement of a student before the agreed date if the head teacher 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 TLG's code of conduct or where it is clear through regular communication with the referring school/agency that the student place has broken down over time.
- 9.2. 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 student is at risk of their place being withdrawn. Where it appears likely that a student is at risk of their place being ended TLG will work closely with the referring school to give them as much notice as possible to secure alternative educational provision.
- 9.3. Will in accordance with DfE guidance ensure that the ending of a place at TLG is the last resort after every other strategy/ intervention has proved to be unsuccessful.

**School/ Referrer:**

- 9.4. Will work closely with TLG staff to try to ensure a placement is successful and will encourage their student to engage with the programme and abide by the code of conduct they have agreed to.
- 9.5. Will remain in regular contact with the TLG centre to ensure they are aware of

any ongoing issues and concerns and attend meetings with parents where discussions about the future of the placement occur such as reintegration meetings after a fixed term exclusion.

- 9.6. Will accept that when a serious incident occurs, where it is clear that a student cannot remain on a programme, to support the head teacher in their decision so they can ensure the safety of all students and staff in the centre.

## Termination

Any breach of this SLA will, in the first instance, attempt to be resolved by TLG 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.

## Declaration

### TLG:

On behalf of TLG, 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.

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.

Name:	Role:
Signed:	Date: