

# **Standard Service Level Agreement (SLA)**

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**Version** 3

**Brokerage and Procurement Team**

## 1. Parties to the agreement

- 1.1 The service level agreement is between Wigan People Directorate: Children, Adults and Families Pupil Referral Service and ? School  
The Pupil Referral Service agrees to purchase a home education officer service for an initial period of 6 months.

## 2. Purpose

Elective home education is the term used by the Department for Education (DfE) to describe parents' decisions to provide education for their children at home instead of sending them to school.

The Local Authority has a duty to satisfy itself that a child is receiving such an education and does this through a variety of methods i.e. undertaking home visits to discuss and view a child's work/progress, meeting child and parent at a neutral venue and/ or viewing written submissions.

The purpose of the service is to ensure that children who are educated at home by their families are receiving an efficient education that is suitable to their age, ability and aptitude and any special educational needs they may have.

### 2.1 Outline

To provide information to the local authority on the education being provided for children educated at home. This will be done through home visits and/or the review of written submissions from parents.

### 2.2 Overall objectives of the service

The responsibility for a child's education rests with his or her parents. An "efficient" and "suitable" education is not defined in the Education Act 1996 but "efficient" has been broadly described in case law as an education that **"achieves that which it sets out to achieve"**, and a "suitable" education is one that **"primarily equips a child for life within the community of which he is a member, rather than the way of life in the country as a whole, as long as it does not foreclose the child's options in later years to adopt some other form of life if he wishes to do so"**.

Local authorities have no statutory duties in relation to monitoring the quality of home education on a routine basis. However, under Section 437(1) of the Education Act 1996, local authorities shall intervene **if it appears** that parents are not providing a suitable education.

Local authorities also have a duty under section 175(1) of the Education Act 2002 to safeguard and promote the welfare of children. This section states:

**"A local education authority shall make arrangements for ensuring that the functions conferred upon them in their capacity as a local education authority are exercised with a view to safeguarding and promoting the welfare of children."**

- To make decisions about the appropriateness of education based on the information submitted through the reports
- To report any safeguarding concerns onto appropriate services.
- If it appears to a local authority that a child is not receiving a suitable education we (The Manager - pupil inclusion) may wish to contact the parents to discuss their ongoing home education provision. Contact should normally be made in writing to the parents to request further information. A written report should be made after such contact and copied to the parents stating whether the authority has any concerns about the education provision and specifying what these are, to give the child's parents an opportunity to address them.
- Where concerns about the suitability of the education being provided for the child have been identified, more frequent contact may be required while those concerns are being addressed.
- Where concerns merit frequent contact, the authority should discuss them with the child's parents, with a view to helping them provide a suitable education that meets the best interests of the child.

## 2.4 What

Training will be provided on elective home education to ensure the elective home education officer is appropriately aware of different methods of EHE in addition to the current legislation and Guidance. The staff member **must** have safeguarding training to minimum level or be willing to undertake this through Wigan Council and must have an enhanced CRB.

Although a formal teaching qualification is not required the officer must be competent and have a sound knowledge of child development and education at each key stage.

## 2.5 How

If there are standards or specific instructions that are required.

- The responsibility for all management and monitoring of home education will continue to remain with the local authority.
- The responsibility for supervision and management of the member of staff undertaking the reports and visits will remain with the school/individual/company at which they are employed. However a termly 'KIT' will be undertaken with the Manager – Pupil Inclusion and the member of staff to raise and resolve and concerns/issues.
- Funds will be given to a primary and a secondary school/s/ company on submission of a monthly invoice following that months monitoring/review visits.
- Reports will be passed back from the school to the Council for review and decision making.
- The person that undertakes the home visits will need to have undergone safeguarding training to enable them to identify and refer any concerns following a home visit.
- All safeguarding concerns will be reported to The Manager – Pupil Inclusion immediately.

- Written reports/evidence sent in will be forwarded to schools/company along with a pro forma for completion. The deadline for completion and return to PRS will be 2 weeks (within term time).
- An annual review will be undertaken to ensure that payments to schools/ the company are at an appropriate level.

## 2.6 **When**

For visits there will be no specified time of day these can be undertaken. This can be arranged at the convenience of the staff member that will undertake the visit and the family. This can be done during term time, school holidays or evenings if this is more convenient for both parties.

The Pupil referral service will aim to adjust the timescales to allow flexibility where there may be a more efficient way for the staff member to undertake several visits in one day/in the same area.

## 2.7 **Who**

The person undertaking the visits and reviewing written submissions must have a sound knowledge of child development and education within the appropriate age ranges ie primary/secondary with the appropriate level of safeguarding training.

## 2.8 **Policy and Procedure**

The Provider must comply with Council policies and procedures for elective home education and safeguarding and/or adhere to national standards plus any enhanced or local standards.

## 2.9 **Local Requirements**

You may have or know that locally you have specific requirements or that the council has set higher level standards than the national requirement.

## 2.10 **Quality Assurance**

The provider must maintain a record of quality standards about the service that is delivered. To provide a method statement to demonstrate the minimum standards of service delivery including how you will meet or improve higher standards.

## **3. Definitions**

The terms and abbreviations used throughout the Service Level Agreement are defined below:

**DfE** – Department for Education

**EHE** – Elective Home Education

**LA** – Local Authority

**PRS** – Pupil Referral Service

**CRB** – Criminal records Bureau – police clearance.

**KIT** – Keep in touch

#### 4. Table of Language

The following definitions are used throughout the Service Level Agreement:

**Purchaser** – is the department receiving the service

**Provider** – is the person(s) delivering the service

**Standards** – level of quality

#### 5. Services Inclusions

The services to be provided by the Service Provider are:

- 5.1 To undertake home education visits/meetings as referred to them by the local authority

To complete a report on the local authority pro-forma and return this to the pupil referral service after every visit.

To review all written submissions/samples of work and provide a report on the evidence and submit to the Council

Report any safeguarding concerns to The Manager – Pupil Inclusion Immediately.

#### Services Exclusions

The Service Provider is not responsible to provide the following:

- 5.5
- Management of the elective home education service
  - Making the final decision on the suitability of the education
  - Whether more frequent visits are required
  - Making decisions on whether further action should be taken
  - Using any legal action in relation to non-compliance or where there is evidence that no education is being provided.

#### 6. Length of Agreement

- 6.1 This Agreement use commence on the 1<sup>st</sup> September 2011 and will terminate on the 29<sup>th</sup> February 2012 initially and then may be extended.

#### 7. Payment

We are inviting bids for a price per visit and a price per written submission. These bids should include mileage, time for the visit and completion and return of the feedback report.

#### 8. Performance Management

The provider must ensure that the overall objectives of the service as detailed in section 2.2 of this agreement are monitored on a quarterly basis by completing **Schedule 1** 'Performance Targets Framework' and are submitted to the Brokerage and Procurement Team at Progress House.

## **9. Equalities Monitoring**

The provider must be able to demonstrate on an on-going basis how they promote equality of opportunity, improvement all aspects of accessibility to their project and ensure that children, young parents (if applicable) are involved in the development of services and delivery of the work.

## **10. Dispute Resolution**

In the event of any dispute arising out of a disagreement between service providers the matter will be referred to a panel made up of the Corporate Director of People Directorate, Children, Adults and Families and, if appropriate, the Corporate Director of any other Department delivering the service.

The finding of the panel will be binding on both sides.

In the event of a service provider being unhappy with the outcome of the dispute, discussions on the future of the agreement will be held. In the event of a decision being taken to end the agreement prematurely, notice of three months will be required.

## **11. Variation**

11.1 This service level agreement is subject to review at six monthly intervals

11.2 Any variations to this service level agreement use be made in writing and signed by authorised signatories for both parties.

## **12. Retention of Records**

12.1 Comply with the Councils Record Retention Policy Guidelines.

12.2 Comply with the Data Protection Act 1998

## **13. Termination**

This Agreement may be terminated by either the Service Providers giving to the other at any time at least 3 months notice in writing which use include an explanation for the reasons for termination that may be referred to the appropriate Corporate Director for reference.

**Schedule 1 Service Level Agreements – Performance Targets Framework**

Name of Service / Project..... Year: (Insert Start and End Date)

<b>Overall</b>	<b>Task / Activities</b>	<b>Evidence</b>	<b>Outcome</b>	<b>Priority / Target</b>
1.				
2				
3				
4				
5				

**14. Signatures**

14.1 IN WITNESS whereof the parties hereto have signed this Agreement

**On behalf of the Service Provider:**

<b>(14.2) Name and Designation:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**On behalf of the Purchaser:**

<b>(14.3) Name and Designation:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>(14.4) Name and Designation:</b>	
<b>Signature:</b>	
<b>Date:</b>	