

This Agreement is between:

Provider: Beacon of Light School

Commissioner:

This agreement reflects the commitment of the parties to work in collaboration to raise the attainment and the opportunities for progression for young people. In particular, this agreement is intended to:

1. Clarify the responsibilities of each of the parties for and to the learners.
2. Clarify the commitments and responsibilities of each of the parties in respect of the placement.
3. Put in place policies and procedures to minimise the risk to learners participating in the programme.

We agree:

1. That we will comply with the processes and procedures for securing the provision specified in this agreement.
2. That this Agreement will record our rights and responsibilities relating to the collaborative provision.
3. That this Agreement incorporates:
 - The conditions.
 - Beacon of Light School responsibilities in Appendix 1
 - Commissioner responsibilities in Appendix 2
 - Term Dates in Appendix 3

This Agreement:

Starts on: **1st September 2018** ends on: **31st August 2019**

Beacon of Light Trust: **Beacon of Light School**

Commissioner/LA:

Signature:

Signature:

Printed Name: **Mrs D E Taylor**

Printed Name:

Position: **Principal**

Position:

Date:

Date:

The Conditions

1. Glossary

1.1 These terms are used in this Agreement:

Charges:	the charges in Clause 3
Commissioner Representative:	the representative in paragraph 4
Beacon of Light School:	the Academy operated by Beacon of Light School Trust whose representative details are set out in paragraph 4
Service:	the service which is described in the prospectus and agreed at the induction meeting – recorded on the referral form.
Standards:	the standards of service referred to in this agreement.
Student:	the students who benefit from the service
Term:	the period of the Agreement referred to on page 1 above.

2. The Service

2.1 In consideration of payment of the Charges, Beacon of Light School Trust will provide (through Beacon of Light School) the Service for the Commissioner for the Term to the Standards.

2.2 The Service will be monitored by both parties, using the Quality Assurance Framework set out in Appendix 4.

3. Payment

3.1 A 'commissioned place' is a reserved place at the Beacon of Light School for the academic year (or remainder from date of commissioning). Students utilising such a place may change during the year. These charges will be raised in advance.

3.2 Other charges will be levied termly based on the agreed weekly or termly charge rate calculated for each individual student.

3.3 Beacon of Light School Trust reserves, without liability, the right to suspend or vary performance of its obligations hereunder in the event that payment of any sum due hereunder is not made by the due date.

Costs

- **A single full-time commissioned KS3 place:** £6000.00 per annum
- **A single full-time commissioned KS4 place:** £6500.00 per annum
- **FSM students:** £10 per week

***Placements include charges for provision until the last day of the summer term, inclusive of all year groups.**

**** Invoices for full-time places will be raised annually in Summer term for the following year (payment due within 7 days of invoice date)**

***** Invoices for FSM students will be raised termly for the current year (payment due within 7 days of invoice date)**

4. Representatives

4.1 Each party will appoint a representative to manage this Agreement:-

For Beacon of Light School Trust

For the Commissioner/LA

Full Name: Mrs D Taylor

Full Name:

Position: Principal

Position:

Contact Details: 0191 551 5191

Contact Details:

5. Assignment and sub-contracting

5.1 Beacon of Light School Trust may assign or sub-contract its obligations under this Agreement as it determines, including to Sunderland Association Football Club/Foundation of Light.

6. Variation

6.1 The parties may agree changes to this Agreement or any part of it. Such changes may include: variations in how the Service is to be delivered, including any consequential changes to the Charges, changes to the duration of the Term and/or any other matter. The party requesting the change shall provide to the other party, such information as that other party may reasonably need to assess the change. The receiving party shall assess the information in a timely manner and respond to the party making the request for the change with its assessment of the impact of the change request or otherwise raise any requests for further information which it may wish to make. A party receiving a request for further information shall respond in a timely manner and the parties shall, where any changes are agreed, reflect those changes in a written variation of this agreement without undue delay. For the avoidance of doubt however, any changes to the Agreement shall only be binding if reduced to writing and signed by duly authorised representatives of both parties.

6.2 Variations will not take effect until mutually agreed. Any variations must be recorded in writing, dated and attached to this Agreement.

7. Compliance with Legislation and DBS Checks

7.1 In providing the Service and in each party otherwise fulfilling its obligations under this Agreement, all parties will ensure that all relevant statutory provisions are complied with, including those relating to:-

- Health and Safety
- General Data Protection Regulations
- Human Rights
- Equal Opportunities

7.2 Child Protection takes precedence over all other issues. All parties have a duty of care towards the student. Both the Commissioner and Beacon of Light School Trust (through Beacon of Light School) will maintain and comply with safeguarding/child protection regulations. Both parties shall carry out such DBS checks as are appropriate in connection with this Agreement.

7.3 Freedom of Information requests will be handled in compliance with the Beacon of Light School Data Protection Policy (incorporating Freedom of Information), and the Commissioner shall provide such assistance and co-operation as reasonably required in order to allow Beacon of Light School Trust to comply with its obligations under the Freedom of Information Legislation.

- The Commissioner shall ensure that it complies with all regulatory and other legal obligations in disclosing personal data under or in connection with this Agreement, including without limitation, all Data Protection requirements in particular, ensuring that all relevant data is securely transferred and where the necessary requirements and conditions are fulfilled under such General Data Protection Regulation laws.

a. Each party shall comply with its obligations and responsibilities under the Bribery Act 2010

8. Insurance

8.1 Beacon of Light School has opted in to the Department for Education’s Risk Protection Arrangement (**RPA**) as an alternative to commercial insurance.

8.2 Beacon of Light School Trust’s liability arising under or in connection with this Agreement shall be limited to the amount of any sums actually recovered under the RPA.

8.3 By way of information only, some detail about the RPA as provided by the Department of Education is set out below and the Commissioner recognises that as a Department for Education scheme, the RPA may change at any time and is beyond the control of Beacon of Light School Trust.

The RPA has been developed over a period of time which included an actuarial analysis and a detailed study of the schools insurance market. The findings of these studies demonstrate that significant insurance costs could be saved if the risks are covered by the UK Government rather than insurance being taken out by individual academy trusts.

The RPA will protect academy trusts against losses due to any unforeseen and unexpected event. The intention is that the RPA will, as a minimum, cover risks normally included in a standard schools insurance policy.

Academy trusts can opt in to the scheme, at no additional cost or premium, before they convert or before their current insurance arrangements come to an end. As well as significant cost savings for school budgets, trusts that opt in to the RPA will avoid complex and time-consuming procurement of commercial insurance cover. Opting in to the scheme and updating cover is simple and quick.

The RPA includes enhanced levels of protection including:

- advance payments under the Material Damage protection
- unlimited Employers Liability and Public Liability
- up to £1,000 compensation per pupil for UK travel
- **Cover included in the RPA**
- The RPA will reimburse academies in the event of a loss outlined in the [RPA membership rules](#). These losses include:

Type of risk	Description
Material Damage	Loss or damage to buildings, contents, computers and stock
Business Interruption	Loss, including increase in cost of working, resulting from interruption or interference with the business
Employers Liability	All sums they may become legally liable to pay (including claimants’ costs and expenses) following death, injury or disease sustained by employees and arising out of and in the course of their employment
Third Party Liability	For all sums they may become legally liable to pay (including claimants’ costs and expenses) as damages in respect of accidental injury or damage
Governors’ Liability	Governors’ liability expense
Professional Indemnity	Actual or alleged breach of professional duty
Employee and Third Party Dishonesty	Direct pecuniary loss and/or theft of money by computer fraud
Money	Loss of money whilst in transit or elsewhere
Personal Accident	Compensation for accidental bodily injury
United Kingdom Travel	Compensation for travel related costs including loss of baggage, cancellation, curtailment, rearrangement and change of itinerary
Legal Expenses	Reimbursement of legal expenses relating to employment disputes, contractual disputes, tax investigations, civil actions in relation to school expulsions

9. Dispute Resolution

- 9.1 If any dispute arises between the parties in connection with this Agreement, the following escalation process shall apply:-
- a. The Commissioner's Representative and Beacon of Light School Trust's Representative shall meet to discuss the dispute as soon as practicable after it has arisen and in any event within 30 days.
 - b. If the Representatives are unable to resolve the matter, the dispute shall be referred to the Chair of Trustees of the Beacon of Light School within 30 days of the initial dispute meeting described in 9.1a.

10. General

- 10.1 This Agreement is intended to be legally binding.
- 10.2 Notices under this Agreement should be sent to the Representatives at the address referred to on the first page of the Agreement. Notices shall be delivered by hand or sent by pre-paid first class post or sent by fax. In each case, such notice shall be deemed given if delivered by hand, on delivery to the addressee, if sent by pre-paid post, at 9:00 am on the second business day after posting and if by fax, at 9.00 am on the next business day after successful transmission.
- 10.3 Calendars for the Commissioner and Beacon of Light School, giving term dates and any closure dates, should be attached to this agreement. See Appendix 3.
- 10.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.5 Nothing in this Agreement shall create or be deemed to create a partnership or relationship of principal and agent or employer and employee between the parties.
- 10.6 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between them.
- 10.7 Each party acknowledges that on entering into this Agreement it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly included in this Agreement.
- 10.8 If any provision of this Agreement is held by any Courts or other competent authority to be void or unenforceable in full or in part, all remaining provisions shall continue to be valid.
- 10.9 This Agreement is deemed made in England and its construction, validity and performance shall be covered in all respects by English Law and subject to clause 9, the parties submit to the jurisdiction of the English Courts.
- 10.10 Except as expressly set out herein, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Agreement. Any right of remedy which exists or is available apart from that Act is not affected.
- 10.11 Each party shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.
- 10.12 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control ("**Force Majeure**"). In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations and may at its discretion (but shall not be obliged) also seek to perform its obligations if it deems appropriate in a way which may avoid the effects of the Force Majeure. For the purpose of this Agreement, Force Majeure shall include acts of God, flood, drought, earthquake or other natural disaster, terrorist attack, civil commotion or riots, war, any law or any action taken by a government or public authority, including without limitation failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, labour or trade dispute, strikes, industrial action or lockouts and interruption or failure of utility service.

11. Confidentiality

Each party shall treat in confidence, any commercially sensitive or other confidential information which it receives from the other in the course of the performance of its obligations under or in connection with this Agreement.

BEACON OF LIGHT SCHOOL Responsibilities – Appendix 1

1. Work effectively with the LA/Commissioner, providing ongoing support to achieve the aims and objectives of the programme for the child.
2. Work with the Commissioner to an agreed timetable following Beacon of Light School admission procedures in a process of identifying, interviewing and selecting students for courses appropriate to their needs and abilities, including particular regard to equal opportunities for all.
3. Provide an appropriate 6-week induction and review period to assess the suitability of the placement for each student
4. Provide students/the LA/ Commissioner and parents/carers with all relevant programme details, i.e. term dates, session times, contact name, timetables, exam dates, assessment deadlines.
5. Provide equipment, tools and materials required for all areas of the courses (excluding school sweatshirt/hooded top (£9 cost to parent/carer) and suitable sports clothing), including personal safety equipment with training in its use.
6. Provide a thorough induction programme, to include health and safety, at the start of the Agreement.
7. Carry out risk assessments on all students within the initial 6-week induction period and review termly
8. Provide a clear process for the reporting of adverse events which complies with all regulations, including referring back to the Commissioner and informing parents/carers as soon as practically possible.
9. Receive referrals from the Commissioner to an agreed timetable and interview all prospective students with parent/carer, Commissioner representative.
10. Keep all data concerning students in accordance with General Data Protection Regulations.
11. In collaboration with the Commissioner, agree a series of strategies to ensure both parties are aware of their responsibilities in respect of student attendance.
12. Record individual attendance and inform the Commissioner of absences daily, contacting the Commissioner/parent/carer as soon as possible each morning if the student does not arrive.
13. Record individual attendance and provide reports to the Commissioner on a half-termly basis.
14. Maintain attendance records on site which can be inspected at any time.
15. Alert and involve school attendance support worker to address student attendance where required
16. Employ staff with relevant teaching/vocational experience and provide appropriate cover in the case of staff absence.
17. Be responsible for discussing and monitoring transport arrangements with the Commissioner, including notification to student and parent/carer of their responsibilities in the process.
18. All students all dual registered. We will immediately contact the Commissioner regarding any student whose behaviour or progress is causing concern using the disciplinary procedure, and/or where 3 FTEs have been awarded within a 6-week period. The suitability of the placement will be reviewed at this point.
19. Maintain daily behaviour records which can be accessed at any time and are shared with commissioner/parent/carer half-termly
20. Ensure all students understand that during morning break and lunchtimes they must remain on the Beacon of Light site.
21. To establish a Senior link to each Commissioner to act as the conduit for all information between establishments.
22. Monitor progress and provide written reports half-termly to the Commissioner.
23. Provide written reports half-termly to be shared with the parent or carer by Beacon of Light School staff.
24. Notify the Commissioner of any programme changes or any variation, and gain agreement prior to implementation.
25. Ensure that all students have regular tutorials, including personal/SEMH support, CEIAG, plus Reading Intervention and Counselling where required.
26. Ensure moderation and quality assurance systems are robust and meet any external requirements.
27. Provide commissioner with a current Quality Assurance document.
28. Support the commissioner by contributing to Ofsted inspections of alternative provision within mainstream inspection requirements
29. Ensure learning support in the form of Personal Support Plans is provided for students who require it as agreed by the Commissioner.
30. Under negotiation, support pre-established Multi Agency Plans/CAFs set up by the commissioner and to develop appropriate interventions and agency use for students as required.
31. Ensure that staff have received appropriate training prior to course starting and have access to ongoing professional development opportunities.
32. Provide a free school meal to all FSM students as part of the educational package.
33. Invoice schools termly for FSM costs.
34. Attend regular progress meetings as required with the Commissioner to monitor all collaborative programmes.
35. Provide a structured programme of learning, with clear aims, objectives and methods leading to a nationally recognised qualification (where appropriate) and explicit outcomes agreed with the Commissioner.
36. In collaboration with the Commissioner, agree a series of strategies for reintegration where the placement at the Beacon of Light School has not proved suitable.
37. To ensure an effective Safeguarding Policy and procedures are in place.
38. Beacon of Light School will liaise with external agencies involved with the student.
39. Invoice the school annually for the agreed amount (plus termly invoice for FSM students) ensuring it complies with the financial agreement.

SLA Commissioner Responsibilities – Appendix 2

1. Work effectively with Beacon of Light School providing ongoing support to achieve the aims and objectives of the placement.
2. Complete the student referral form in full, providing relevant detailed reports on the participant's circumstances, needs, behaviour and educational status
3. Work with Beacon of Light School to an agreed timetable in a process of identifying, interviewing and selecting learners for courses appropriate to their needs and abilities, including particular regard to equal opportunities for all.
4. To work with the Beacon of Light School SLT and, prior to commencement of the placement, provide in writing all relevant detailed reports on the student's circumstances, behaviour and educational status (on line with General Data Protection Regulations/Child Protection regulations). This will include the student's most recent books/work/folders from English, Maths & Science (additional subject work supporting Option choices to be available on request) and must include any Special Educational Need and/or Disability, known medical conditions, More Able status, prior and current attainment data, external agencies currently working with the student, attendance data, FTE data, CPP/managed move/transfer data, exam boards and option choices.
5. For students who are statemented or deemed to have special educational needs, provide information about these needs in writing a report and by giving verbal updates as and when required.
6. To identify a single point of contact with current contact details for the Commissioner to liaise between Beacon of Light School and the Commissioner.
7. Maintain regular contact with the Beacon of Light School in regard to student progress, including visiting the referred student(s) at regular intervals throughout the placement.
8. Visit the Beacon of Light School to undertake at least one Quality Assurance visit per academic year.
9. Support Beacon of Light School by:
 - sharing initial attendance concerns
 - working with the student and parent/carer to improve attendance and punctuality if deemed unsatisfactory. This will be addressed by the Beacon of Light attendance support worker in the first instance, and in collaboration with the Commissioner's ESW/attendance as a resource for students in the second instance, sharing responsibility for and agreeing a strategy for the follow-up of non-attendees
 - ensuring Beacon of Light School is informed of known absence in advance;
 - working with the student and parent/carer to help the student meet the code of conduct, where this is not happening.
10. Ensure that the necessary health and safety arrangements and insurances are in place and regularly checked, including completion of all risk assessments and child protection concerns.
11. Notify Beacon of Light School of any significant change of circumstances involving the students or details likely to affect programme delivery.
12. Ensure that learners attend any interviews and pre-admission induction with parent/carer and an accompanying member of commissioning school/LA staff.
13. Be responsible for discussing and monitoring transport arrangements with Beacon of Light School, including notification to the student and parent/carer of their responsibilities in the process.
14. Arrange, coordinate and finance transport to and from the Beacon of Light School if deemed necessary and appropriate.
15. Provide relevant safeguarding documentation/DBS information of taxi drivers commissioned to transport students to/from school for Beacon of Light SCR
16. Maintain the Commissioner's statutory responsibility for young learners, including responsibility for special educational needs and disabilities, except as delegated to Beacon of Light School by agreement.
17. Beacon of Light School is responsible for ensuring that pupils are appropriately registered on site; the Commissioner is to record this as dual registration.
18. Provide 4 weeks minimum notification to the Beacon of Light School if commissioner decides to end a student placement outside of the 6-week induction period to ensure appropriate plans to support student reintegration can be discussed and implemented.
19. Settle the invoice for the agreed annual payment (termly additional payment for FSM students) within the specified time, as outlined in the financial agreement

Term Dates – Appendix 3

School Year 2018/19

Autumn Term 2018

Monday 3rd September - (*Staff Training*)

Tuesday 4th September - (*Staff Training*)

Wednesday 5th September – New term begins

Friday 22nd October - Break up for half term

Monday 29th October - New half term begins

Friday 21st December - End of Autumn term

Spring Term 2019

Monday 7th January - New term begins

Friday 15th February - Break up for half term

Monday 25th February - New half term begins

Friday 5th April - End of Spring term

Summer Term 2019

Monday 22nd April – Easter Bank Holiday

Tuesday 23rd April - New term begins

Monday 6th May – May Day Bank Holiday

Friday 24th May - Break up for half term

Monday 3rd June - New half term begins

Friday 19th July – *Student Celebration Event*

Friday 19th July – End of Summer term