

Kensington and Chelsea Education Centre



Provision Information &

Service Level Agreement

2023-24

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Contact details

The Kensington and Chelsea Education Centre

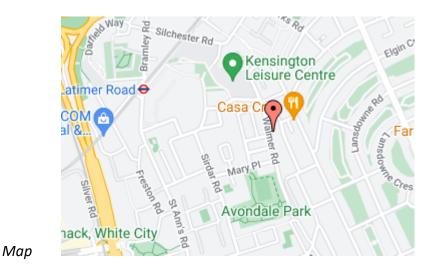
Contact:	Victoria Halliburton (Lead Teacher)	
	<u>Vhalliburton@olamail.co.uk</u>	
	0203 1080369 option 2	Mobile: 07483 395573

Opening hours: 8:30am – 4:30pm

Location: Portobello Rugby Trust 221 Walmer Road London W11 4EY

The KCEC uses part of the RPT building.





<u>Bus routes:</u> 316, 295, 52, 70 <u>Nearest underground stations:</u> Latimer Road, Ladbroke Grove (Hammersmith & City, Circle line) *Further information: <u>kcec@olamail.co.uk</u>*

Provision information: Ormiston Academies Trust will be registering Kensington and Chelsea Education Centre (KCEC) under the auspices of Ormiston Latimer Academy. This would mean that the KCEC would be managed by the Principal at Latimer Academy and the Executive Principal and be subject to an Ofsted inspection. The TORs for governance will also be updated to include responsibility for the KCEC.

Student registration: Dual roll, during placement (mainstream school & Ormiston Latimer Academy)

Student expectations: In line with mainstream schools

Behaviour:	Recorded and monitored daily merit system out of 25 points
Communication:	Ongoing throughout placement regarding attendance, punctuality, behaviour & progress;
	Visits from mainstream school staff is encouraged during the placement
	End of placement meeting and/or report with school to summarise placement. The report will include attendance data, curriculum progress, student reflection and recommendations with strategies that have proven to be successful.
Times of the day:	9am- 3pm (9am – 1pm on a Thursday due to CPD and staff supervision)
Lunch:	A packed lunch will be provided but students can bring one if they would prefer. We are a nut free zone, so please cater accordingly.
Uniform:	Students must wear full mainstream school uniform.

KS3 students complete work provided by the MIC but can also complete work or assessments provided by their mainstream school if required.

KS4 students complete work provided by the mainstream school but will also participate in some lessons provided delivered by the MIC (with a particular focus on RSHE topics including resilience, behaviour for learning and mind-sets for positive habit formation).

Managed Intervention Centres

The Managed Intervention Centres (MICs) work in partnership with schools and in collaboration with external agencies to offer early behaviour intervention and support to enable students to be successful in mainstream education.

Schools are expected to provide behaviour reports for the six-week period prior to referrals and additionally send the electronic CTF file so we can upload this onto our SIMS.

Managed Intervention Placements (up to 5 weeks)

MICs offer a managed intervention programme with placements of up to five weeks. These placements support learners whose behaviour in school continues to cause concern after having exhausted the school's internal interventions. The intervention aims to support learners in addressing negative patterns of behaviour in order to return to their mainstream schools. This includes our bespoke RSHE programme aimed at addressing and removing barriers to learning to improve students' chances of success upon their return.

Managed Intervention Centres aim not to accept Year 11 students after Easter in Terms 5 & 6.

Any learners with an EHCP should be discussed in advance and appropriate levels of support agreed.

Students can only be referred once to an MIC for an intervention placement.

School Support Placements

In order to support periods of transition (for example managed moves between mainstream schools), MICs can offer short term placements of up to five weeks for mainstream students.

The MICs work across the Bi-borough, so it can be possible to separate students from the same mainstream school and/ or incident, subject to the availability of places at each centre. Each of these referrals will be considered on a case-by-case basis.

6 Day Plus exclusions

MICs provides full-time educational support to learners from the 6th day of a fixed term exclusion or from day 1 for a looked after child (LAC). Please note: the referral must include the exclusion letter with the dates of the exclusion.

All referrals: pupils referred in the summer should end their placement on the penultimate day of the summer term in order to return to school for the last two days of term. We do not take rolling placements over the summer. This is in line with the trauma informed approach so pupils can have a fresh start at the beginning of the school year and do not carry the placement and referral with them over the summer.

Please see the referral process that all schools follow during an intervention placement.

Referral process- Managed Intervention & Support Placements

School completes the referral form and emails to the MIC Lead Teacher

A minimum of **2** different contact numbers for parent(s)/carer(s) **must** be provided.

Please note: Incomplete or inaccurate information on the referral form may delay the placement start date



School to arrange a meeting date & time with MIC, parent & school contact

Please note: 3 days' notice is required.



Induction meeting at MIC- student, parent/carer & school staff must attend

Contracts signed by all



<u>Placement</u>

- attendance sent to school daily

- regular updates on student behaviour & progress

- any safeguarding concerns or referrals notified to DSL immediately

- visits from school welcomed & encouraged

- visits from outside agencies where required

Feedback report and/or reintegration meeting with Lead Teacher, school, and parent

Information Sharing Request – MICs will contact schools requesting student data

Please see the referral process that all schools follow during a 6 day plus placement.

Referral process- 6 Day Plus Exclusions

Complete referral form

Attach exclusion letter (with dates & length of exclusion)

Email to Lead Teacher

Must be sent on the **<u>1st</u>** day of the exclusion

Please note: Incomplete or inaccurate information on the referral form may delay the placement start date

School to arrange a meeting date & time with MIC and parent/carer



Induction meeting at MIC with student & parent/carer (& school staff optional)



- attendance sent daily

- updates on student behaviour & progress

- any safeguarding concerns or referrals notified immediately



Optional

Feedback report and/or meeting with school representative



MIC Referral Form

Referring school:

Name	
Staff referring & position	
Staff contact details	Phone-
	Email-

Type of placement:

Managed intervention	
School support	
6 day Plus Exclusion (letter attached)	

Student information:

Pupil first name	Pupil surname	UPN

DOB	Year group	Gender
//	7/8/9/10/11	M/F/Other

Ethnicity	Home language	EAL stage?

LAC	EHC plan or SEND, mental health needs	*MICs do not accept students with EHCPs, unless discussed & agreed

FSM?	Medical needs?

Home address	Home borough

Contact person 1	Relationship to pupil	Contact details
		Phone-
		Email-

Contact person 2	Relationship to pupil	Contact numbers
		Phone-
		Email-

Other agencies involved:

Agency	Name of worker	Contact details
		Phone-
		Email-
Involvement		
Meetings at school/home?		

School information:

Attendance %	Punctuality %	Behaviour points

Online/ virtual learning:

Platform name	Student log in	Student password
Google drive / Outlook		
MyMaths		
Show My Homework		

Student strengths:

	Attendance	Serious incident- verbal
	Punctuality	Serious incident- physical
	Low level disruption	Multiple exclusions
	Not following school behaviour policy	Other
(Pleas	e attach any corresponding data if available)	
	e attach any corresponding data if available)	

Strategies put in place by the school:

Next steps if the placement is unsuccessful:

Length of placement	Proposed start	Proposed end
(maximum 5 weeks)	(induction meeting)	(reintegration meeting)

Parent/ guardian Yes/No

agreement

Please email this fully completed referral form, 6 week behaviour report and CTF file to kcec@olamail.co.uk

Please see the letter all parents/carers will receive at the induction meeting.

Dear Parent/ Carer,

Welcome to the Kensington and Chelsea Education Centre (KCEC). The Managed Intervention Centres (MICs) work in partnership schools to offer early behaviour intervention and support to enable students to be successful in mainstream education.

Useful information

- On Monday, Tuesday, Wednesday and Friday the school day is 9am 3pm; on Thursday the school day is 9am 1.00pm.
- Students should arrive between 8.45am and 9.00am so they can be prepared for learning at 9.00am.
- Please ensure that you inform the centre on the number below if your child is unwell or unable to attend.
- o Students are expected to follow the WEC expectations and staff instructions.
- Students are expected to complete the work set, supported by teaching staff.
- \circ Students are expected to have their school equipment with them each day.
- School uniform must be worn at all times, including correct footwear (shoes not trainers).
- Students must bring a packed lunch with them (no fizzy drinks/ sweets/ chewing gum).
- o Students are expected to hand in mobile phones on arrival to staff for safe keeping.
- KCEC follows mainstream expectations and will screen students daily. We will only search based on reasonable suspicion.
- We are a team teach trained staff team, however would only use this if it was deemed necessary.

Contact Details

The Kensington and Chelsea Education Centre is located within the Portobello Rugby Trust building, which is on Walmer Road, see letterhead for full address.

If you have any further queries or wish to speak to a member of staff; please feel free to contact us on 0203 108 0369 option 2/ 07483395573 or email: <u>vhalliburton@olamail.co.uk</u>

Many thanks,

 $\mathcal V$ Halliburton

Victoria Halliburton Lead Teacher

Please see the expectations that parent/carers & student will sign at the induction meeting.

Expectations

Your school has referred you to the Kensington and Chelsea Education Centre in an attempt to support you in getting back on track. It is important that you use this time to complete the work your school has set, reflect on what you need to improve and ensure that you get a positive report following your placement. We expect that you will:

- 1. Follow instructions first time given
- 2. Be in the right place at the right time (including arriving on time)
- 3. Be polite and respectful of everyone around you
- 4. Wear full school uniform correctly all day
- 5. Stay focused and on task in lessons
- 6. Have everything you need each day including equipment, lunch & homework
- 7. Mobile phones will not be seen or heard they will be handed in at the start of the day
- 8. Keep hands, feet, objects and inappropriate comments to yourself
- 9. Follow all health & safety rules
- 10. Make every effort to improve your behaviour and make progress

If your behaviour does not comply with these expectations, KCEC staff have the option to give you a verbal warning, time out, not allow you to socialise during break times, give an after school detention, isolation or a phone call home. In more serious situations parents will be called and you will be sent home. This will count as a fixed-term exclusion.

Your school will be in regular contact with staff at the KCEC regarding your placement and the feedback that we are able to give will depend on your attitude and behaviour.

I have read and understood the expectations of attending the centre.

Student signature:	Date:
Parent signature:	Date:

Please see the agreement that parent/carers will sign at the induction meeting.

Parent/Carer Permission Form

I, the parent/ carer/ guardian of my child:	give permission for
 to stay up to 40 minutes for detention if required (punctuality/behaviou) 	ır)
 to participate in educational activities off-site 	
 to be photographed strictly for use in displays within school 	
I, the parent/ carer/ guardian agree to be contacted during the day at any emergency and state that the contact information provided on the referral	

Name: _____ Date: _____

Signature: ______

Data Sharing Agreement

Between

Kensington and Chelsea Mainstream school "X"

and

Ormiston Academies Trust

Date: 2023 - 2024

Introduction

This Agreement sets out the overarching data sharing principles between K&C Mainstream school "X" and Ormiston Academies Trust.

The intent of this Agreement is to ensure that K&C Mainstream school "X" and Ormiston Academies Trust, in sharing information, comply with the statutory and legislative requirements relating to the disclosure of personal information including the United Kingdom General Data Protection Regulation Retained Regulation (EU) 2016/679 (UK GDPR), the Data Protection Act 2018, the Human Rights Act 1998 and the common law duty of confidentiality.

By endorsing this Agreement, the parties signal their commitment to openness, transparency, security and confidentiality of personal information, sensitive information and business critical information. It will provide, appropriate governance and support assurance to the parties in fulfilling their duties as data controllers, ensuring the safe, lawful and secure sharing of personal data.

Scope

The conditions and requirements within this Agreement will apply to all employees, officers, agents, elected members, volunteers, management, contractors and sub-contractors working on behalf of the parties.

This Agreement will cover the following:

• Sharing between the Parties as Data Controller (sharer) to Data Controller (recipient).

1. Purpose for Sharing Information

- 1.1 Effectively sharing information will bring significant benefits in supporting education, welfare, safeguarding;
- 1.2 Information will be used to deliver services and
- 1.3 enhance decision making on a case-by-case basis. Sharing data will enable services to be targeted and delivered effectively.

- 1.4 Information shared will be personal or sensitive or both and to achieve the following objectives:
- 1.4.1 To fulfil our obligations regarding safeguarding and social protection;
- 1.4.2 To meet legal requirements and comply with legal obligations;
- 1.4.3 To make referrals to other agencies where appropriate eg youth offending, family services, mentoring programs etc
- 1.5 The above purposes are not exhaustive.

2. Personal Information to be shared

Personal information to be shared under this agreement include:

- Name, title and address
- Gender, date of birth
- Guardian contact details
- Ethnicity
- UPN
- FSM status
- LAC status
- Other agencies involved eg CIN or CP
- Physical, mental and other health records
- Educational and academic records including behaviour record
- Any CPOMS records created by the MIC
- MIC to share relevant data from above list with Local Authority when required

WORD/PHRASE	DEFINITION
Controller	As defined in Article 4 of the UK GDPR.
Data	as defined within Article 4 of the UK GDPR and the DPA, including both Personal and Sensitive Data, and also any Data which is not defined by the DPA and which comprises any written information which is provided to or acquired by the Parties which is either (a) commercially sensitive, or (b) confidential, or (c) Special Categories of Personal Data and (d)'information asset'
Data Protection Legislation	The statutes, regulations, codes and guidance to include (bit limited to) the following: United Kingdom General Data Protection Regulation Retained Regulation (EU) 2016/679 The Data Protection Act 2018 and any subsequent Data Protection legislation (the 'DPA'); The EU Data Protection Directive 95/46; The Regulation of Investigatory Powers Act 2000; The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000; The Electronic Communications Data Protection Directive 2002/58/EC; The Privacy and Electronic Communications (EC Directive) Regulations 2003; All applicable laws, and regulations relating to the Processing of Data and privacy including (where applicable and without limitation) the guidance and codes of practice issued by the Information Commissioner under the

	UK GDPR, DPA and under any subsequent Data Protection legislation. This will also include any statutes, regulations, codes and guidance which may come into force at a future date.	
Data Subject	The identifiable natural person to whom the Personal Data belongs	
DPA	The current Data Protection Act 2018 and any subsequent Data	
	Protection Legislation.	
DPO	Data Protection Officer	
Fair Processing	Information provided to the individual either when collecting the	
Notice	information, or at the point of receipt of the information from a third party.	
	This notice must comply with the requirements of the UK GDPR and any	
	relevant Data Protection Legislation.	

Filing System Any structured set of Data which is accessible according to specific criteria, whether centralised, de-centralised or dispersed on a function or geographic basis UK GDPR United Kingdom General Data Protection Regulation Retained Regulation (EU) 2016/679 ICO Information Commissioner's Office, Wycliffe House, Water Lane,	onal
or geographic basis UK GDPR United Kingdom General Data Protection Regulation Retained Regular (EU) 2016/679 ICO Information Commissioner's Office, Wycliffe House, Water Lane,	
UK GDPR United Kingdom General Data Protection Regulation Retained Regula (EU) 2016/679 ICO Information Commissioner's Office, Wycliffe House, Water Lane,	tion
(EU) 2016/679 ICO Information Commissioner's Office, Wycliffe House, Water Lane,	tion
ICO Information Commissioner's Office, Wycliffe House, Water Lane,	
Wilmslow, Cheshire, SK9 5AF.	
The UK independent authority for regulating and monitoring activity	
under all relevant Data protection and information rights legislation.	
In Writing Any reference to 'in writing' or 'written' shall be construed to mean to t	race
or form or transcribe (characters, letters, words etc.) on paper and	or in
electronic formats, such as in letters, records or in email that capt	ures
information that falls under the processing conditions of this Protocol.	
Information A designated senior officer with ownership and responsibility for spe	cific
Asset Owner information assets (including paper based and electronic records an	d IT
systems)	
Joint Controllers As provided in the UK GDPR	
Party/Parties K&C Mainstream school "X" and Ormiston Academies Trust	
Personal Data As defined in Article 4 of the UK GDPR	
Personnel All employees of the Processor, or its suppliers, contractors,	sub-
contractors, officers, agents, students on work experience and volunt	eers
who are from time to time employed and/or engaged in connection	with
processing Data on behalf of the Data Controller or otherwise in relation	on to
the performance of a contract.	
Privacy Notice This shall have the same meaning as Fair Processing Notice.	
Processin The definition for Processing/Processed/Process within this Protocol	shall
g / have the same meaning as Processing within Article 4 of the UK GDP	R
Processe	
d /	
Process	
Processor As defined in the UK GDPR	
Protocol This document and all of its schedules and any variations to it. All Par	ties

	to the Protocol must agree any variations in writing.
Working Days	Any day that is not a Saturday, Sunday or public holiday in England.

3. Means of Information Transfer

Organisati on	Secure e-mail address	Other methods
Kensington and Chelsea Mainstream school "X"	@futureacademies.org	CTF file
Ormiston Academies Trust	Kcec@olamail.co.uk	Secure email Relevant paper records

4. Period of Agreement

The Agreement commences on 1September 2023 to be reviewed by 31 August 2024

5. Legal basis for sharing information

5.1 Personal data should be shared fairly and lawfully. In order to achieve this, the parties must comply with at least one condition from Article 6 and, where special category (sensitive) information is included, at least one condition from Article 9 of the UK GDPR.

Articl e 6	Processing of Personal Data		
6e	Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.		
	paragraph 7 of		
	Schedule 1 to the Education (Independent School Standards) (England)		
	Regulations 2010.		
	Behaviour in schools: advice for head teachers and school staff 2022		
Articl e 9	Processing of Special Category – Sensitive Data		
9g	processing is necessary for reasons of substantial public interest, on the basis		
	of Union or Member State law which shall be proportionate to the aim pursued		
	Reasons of substantial public interest (with a basis in law) Schedule 1 conditions:		
	Statutory and government purposes; Equality of opportunity or treatment; Support		
	for individuals with a particular disability or medical condition; Safeguarding of		
	children and individuals at risk		

- 5.2 Fair processing is the responsibility of each controller to ensure by the issuing of a privacy notice that all data subjects are aware of what, why and how their data is processed.
- 5.3 If the information sharing is based on consent, relevant parties to this must ensure that it is explicit, affirmative consent and meets the definition given in the UK GDPR. There must also be appropriate mechanisms in place to record any retraction of consent and cease the sharing of the affected data.

6. Access and individual's rights

- 6.1 The parties acknowledge that data subjects have rights under Articles 12 through to Article 22 of the UK GDPR. The parties will deal with the exercise of subject rights in accordance with the requirements of the UK GDPR and relevant data protection legislation. Both parties must have appropriate policies and procedures in place which allow these rights to be exercised by the data subject. The parties undertake to keep each other advised of the exercise of subject rights in relation to data shared under this protocol.
- 6.2 To comply with fairness and transparency requirements, it is the responsibility of each party to ensure that their privacy notice(s) or fair processing notice(s) properly reflect their data sharing arrangements in accordance with the requirements of Articles 13 and 14 of the UK GDPR.
- 6.3 Freedom of Information Act 2000 (FOIA) requests and data protection subject access requests:
- 6.3.1 Any request for information made under the FOIA must be notified to the party who is the controller of the data, within 3 working days, in order to fulfil the 20 working days FOIA legislation.
- 6.3.2 Any subject access request made under data protection legislation must be notified to the party who is the controller of the data, within 3 working days, in order to fulfil the one month UK GDPR legislation.
- 6.4 Where a subject access request involves personal information received from a controller not party to this Agreement, the receiving party shall determine whether they need to contact the other who initially shared the data, to advise them accordingly and seek any representations, including whether an exemption to disclosure should apply. However, the decision to disclose rests with the receiving party.
- 6.5 Where a data subject exercises their right to rectification, erasure or restriction with regard to data shared under this Agreement, the party who shared the data must notify the receiving party of the outcome of the request. The parties shall under this protocol, have appropriate mechanisms and procedures in place to effect any amendments required, including the addition of a supplementary statement and the provision of support to assist investigations and other legal requirements.
- 6.6 Where a data subject exercises their right to object, the party receiving the complaint shall notify the Data Protection Officer (DPO) of the relevant party within three working days. The parties must have appropriate mechanisms and procedures to cease processing of the specified Data whilst the validity of the request is assessed. If the request is upheld there must be no further processing of the data.
- 6.7 Where any complaint or claim arises that there has been a breach of data subject's rights or the controller obligations, the party receiving the complaint shall notify the DPO of the sharer organisation immediately. Notification may be by telephone or email and assist in anyway possible with investigation, recommended actions or requirements arising from such complaints or breaches.

7. Keeping Data secure and confidential

- 7.1 The parties must maintain policies and procedures which govern the processing of information and ensure that all activity is undertaken in accordance with the principle of integrity and confidentiality under Article 5 of the UK GDPR.
- 7.2 The Parties must ensure that no data is transferred or hosted outside the United Kingdom or Territories without Adequacy Decisions. This clause is binding on processors and sub-processors acting on behalf of the Parties. This clause remains binding should Ormiston Academies Trust be subsumed by merger or acquisition and any other form of takeover or control.
- 7.3 The parties shall implement appropriate technical and organisational measures to protect the data from any unauthorised or unlawful processing or accidental loss, destruction or damage in line with the obligations of a data controller. These measures must be:

- 7.3.1 Compliant with national data security requirements, standards and or certification such as ISO/IEC 27001:2013 as appropriate to the data being shared under the protocol; and
- 7.3.2 Fully and diligently followed and applied with by their agents at all times; and
- 7.3.3 As a minimum, attain the required standards of data protection legislation.
- 7.4 The parties will ensure that their personnel, including temporary and contract employees, are able to access only the shared information necessary for their role.
- 7.5 The parties will ensure that their personnel, including temporary and contract employees, receive appropriate data privacy and security training and are subject to appropriate confidentiality and non-disclosure obligations.
- 7.6 The parties shall ensure that electronic copies of the data are only ever held on encrypted devices or servers and are not e-mailed un-securely. Any portable devices must be encrypted and data should not be transferred onto unsecure portable devices. When data is no longer required it must be disposed of securely and permanently in accordance with this protocol and or any binding retention or archiving requirements and codes of practice.
- 7.7 The parties shall ensure that all paper copies of shared information under this Agreement, held by it are secure and in the event of transfer, securely transferred either by safe haven fax or couriered in sealed and appropriately labelled containers and shredded upon disposal.
- 7.8 Neither party may pass on the data to third parties without an appropriate lawful basis under the UK GDPR. If data is shared with third parties who are not a party to this Agreement, the sharing party is responsible for ensuring that there are appropriate data sharing arrangements and it is done in accordance with the requirements of the UK GDPR and Data Protection Legislation.
- 7.9 The parties are responsible for ensuring that there are appropriate data processing agreements in place if third party processors are used. Any data processing agreements must ensure there are sufficient provisions to meet the UK GDPR requirements and protect data subject rights. The parties are required to ensure any sub-contractors they use are managing all aspects of data security and are fully aware of and abide by this Agreement.
- 7.10 Any data breaches involving data shared under this Agreement for example: theft, loss, damage, unauthorised access or inappropriate disclosure of data must be reported to the DPO of the other party as soon as possible. The email address for the

8. Record of Processing Activity

Both parties are responsible for keeping appropriate record of data processing activity, including the sharing of data pursuant to this Agreement.

9. Data accuracy, retention and deletion

- 9.1 If data is found to be inaccurate, it is the responsibility of the party who discovered the inaccuracy to notify the other who shared the data.
- 9.2 The shared data will be retained in accordance with the data protection legislation requirements. The parties must have an appropriate retention schedule in relation to the retention and deletion of shared data.
- 9.3 Subject to any statutory retention requirements, once the reasons for sharing the data have been satisfied the data should be securely destroyed. All relevant data must be deleted from computer systems (including, but not limited to; personal computers, laptops, other computers, electronic handheld devices, memory sticks, USB sticks, servers, hard drives, CD ROMs, and other forms of media storage

inclusive of cloud storage) and any hard copies.

10. Complaints

Both parties will use their data privacy complaints procedures to deal with complaints from the public arising from sharing data under this Agreement.

11. Data Breach

- 11.1 If a data breach is found to have occurred, it is the responsibility of the party who first becomes aware of the breach to notify the other party who will ensure the circumstances and data breach detail is documented, reported appropriately and the necessary reporting requirements and timescales within the regulations are adhered to.
- 11.2 The parties are responsible for having appropriate measures in place to manage data security breaches including identifying, investigating and dealing with unauthorised access to, or use of, data shared under this protocol.

12. Changes and Termination to Terms of Agreement

The parties reserve the right to change or terminate the terms of this agreement by notifying the other party in writing and in any case not less than 30 days from the date of the written notice.

13. Jurisdiction

The Agreement shall be governed in accordance with the law of England and Wales, under the Supervisory Authority of the Information Commissioner's Office and competent Courts of Law in England and Wales.

14. Disputes

- 1.1 The Parties shall make every reasonable effort (acting in good faith at all times) to resolve by agreement any dispute which arises between them about any issue relating to this Agreement.
- 1.2 If the Parties are unable to reach a mutually satisfactory resolution of their dispute within 10 Business Days of a dispute being notified in writing by one Party to the other, then the Parties shall comply with the following procedures:
- 1.2.1 The issue shall be discussed at a meeting, at which the Parties' authorised representatives will attend, to be held within 10 further Business Days;
- 1.2.2 If the dispute is not resolved within a further 10 Business Days after the above meeting, the issue shall be referred to senior managers for both Parties;
- 1.2.3 If the Parties' senior managers fail to resolve the dispute within 10 Business Days of its referral to them, either Party may refer the dispute in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure;
- 1.2.4 If the Parties do not agree on the identity of the mediator then either Party may ask to appoint a mediator;
- 1.2.5 The Parties must pay the mediator's fees in equal shares (unless otherwise agreed) and do whatever possible to ensure that the mediation starts as soon as possible.
- 1.3 Any agreement reached as a result of mediation under this section shall be final and binding upon the Parties, but if the dispute has not been settled within 20 Business Days of the mediation starting then either Party may instigate court proceedings.
- 1.4 Use of the above dispute resolution procedure shall neither delay nor take precedence over any use of this Agreement's default or termination procedures.

15. Notices

1.5 All notices under this Agreement must be sent via secure email, or first class, or recorded delivery post, or be delivered by hand.



Service Level Agreement - Finances

Intervention	Cost	Please specify number of places you require
Managed Intervention/ School Support Placements and 6 Day Plus Exclusions	£10,500 for 1 place rolling place £10,000 for 2 or more rolling places	
Spot Purchasing	Daily rate £250	
NB: If you do not purchase a rolling place 'spot purchasing' is only possible <u>if there is capacity.</u>		

I confirm that ______ (school name) wish to buy into this SLA.

We wish to purchase ______ rolling places at the Managed Intervention Centre.

Headteacher Name: _____

Signature: _____

Position:	Date:
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