**Annex C - Draft Service Level Agreement for school improvement support**

**Strictly private and confidential**

SERVICE LEVEL AGREEMENT

*Core Offer Support*

*between*

*{Incoming Academy Trust}*

*and {Existing Academy Trust}*

From: xxxx

To: xxxx

**SUPPORT SCHOOL SERVICES**

**THIS AGREEMENT IS MADE ON THE xxxxxxx**

**Between:**

1. **{INCOMING TRUST}** a company limited by guarantee registered in England (company number XXXXX) whose registered office is at XXXXXXXXX (the “**Contractor**”);

and

1. **{EXISTING/ OUTGOING TRUST}** (the “**Client**”)

**Background:**

The purpose of this Agreement is to record the provision of {Incoming Trust}’s – Education, Finance, Business and Governance school improvement and support services by the Contractor to the Client.

**Now it is agreed as follows:**

1. **Definitions and Interpretation**
   1. In this agreement the following terms shall have the following meanings:

“**Chair**”: the chair of the Academy Board of the Client.

“**Commencement Date**”: xxxx

“**Expiry Date**”: the date upon which the Client School(s) is/are all legally transferred to the Contractor

“**Client School (s)**”: xxxx Academy.

“**Client Employees**”: means any employees of the Client or any other persons who are assigned to the Client or to services provided in connection with the Client.

“**Services**”: the services specified in Schedule 1.

“Contractor **Staff**”: the Contractor’s staff engaged in the delivery of the Services.

**Term**”: the period from the Commencement Date until the earlier of the Expiry Date.   
“**Termination Date**”: the date of early termination of this Agreement in accordance with its terms.

“**Working Days**”: a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

“**Scheme of Delegation**”: This Scheme of Delegation sets down the authority delegated by the Board of Trustees of the contractor’s schools and its portfolio of academies.

“**Core Offer**”: The Core Offer is the services provided by the Contractor’s central core team and is built around the Client’s individual needs covering Education, Business and Governance.

* 1. Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
  2. All parties will comply with all applicable Laws, regulations, policies and practices in the provision of the Services under this Agreement including, by way of example only, the Data Protection Act 1998 and the Freedom of Information Act 2000.

1. **Appointment**

The Client appoints the Contractor to provide the Services at no cost throughout the Term of this agreement.

1. **The Contractor’s Obligations**

The Contractors obligations are:

* 1. to provide the Services with all due diligence in accordance with reasonable professional standards so that the Contractor complies with and meets in all material respects the requirements of this Agreement to the reasonable satisfaction of the Client and DfE;
  2. the Contract is personal to the Contractor, who may not assign or sub-contract any or all rights or obligations under the Contract without prior written consent of the Client and DfE;
  3. for the Term of this Agreement, the Contractor shall immediately notify the Client of the detail of any claims or proceedings brought or threatened against it by a third party to the extent that such claims or proceedings relate to the Client.
  4. concerns about the Client’s employees, either performance or conduct, should be raised with the Client and not addressed by the Contractor.

1. **Core Offer**
   1. The Contractor shall work in line with the Contractor’s Core Offer detailed within the Scheme of Delegation.
   2. The Core Offer shall detail the Services provided.
   3. The Contractor acting through its staff, will function at a strategic operational and management level reporting to its trust board who in turn will report to the DfE and satisfy the WCAT board that it is working within the terms of this agreement.
2. **The Client’s Obligations**

The Client shall:

* 1. enable access by the Contractor and Contractor Staff to the Client School for the provision of the Services;
  2. ensure that the Contractor and Contractor Staff working in the Client School are covered by its insurance policies;
  3. throughout the Term of this Agreement use its reasonable endeavours to support the Contractor in the delivery of the Services, including to respond timely to any request for information or specific assistance (at all times subject to the Client satisfying its own procedures) and not doing anything which may undermine the reputation or work of the Contractor;
  4. consult and liaise with the Contractor in respect of the exercise of any right by it to the extent it reasonably considers that such matter is likely to effect the Services and shall take into account in good faith any timely comment, request or objection made by the Contractor (acting reasonably).

1. **Parties’ Confidentiality Obligations**
   1. Each party shall keep confidential all information relating to the provisions of this Agreement and to the business affairs of the other party whether such information is received orally or in writing or by any other means and shall not without the prior written consent of the other party disclose such information to any third party except as may be required by applicable law or regulation or by the rules or requirements of any relevant regulatory authority. The parties may only disclose confidential information received under this Agreement to their representatives who need to have access to it. The parties shall ensure that their respective representatives including any employees are aware of and agree to be bound by the provisions of this clause.
   2. The parties and their representatives shall co-operate and make available upon reasonable request or otherwise from the other party or the DfE, information that may reasonably be relevant to the operation, management or maintenance of the Client School.
2. **Termination**
   1. This Agreement shall terminate on the Expiry Date.
3. **General Provisions**
   1. No provision of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
   2. Each of the parties shall ensure that they comply with any relevant statutory obligations in the performance of this Agreement save that the parties agree that nothing in this Agreement shall operate so as to limit the exercise of, or fetter the discretion of the parties in respect of their statutory functions.
   3. This Agreement may be executed in any number of counterparts each of which when executed shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.
   4. If any term, condition or provision shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of any other documents referred to in this Agreement.
   5. This Agreement and the documents referred to in this Agreement contain all the terms, which the parties have agreed in relation to subject matter of this Agreement.
   6. Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between the parties.
4. **Notices**
   1. All notices under this Agreement shall be in writing and all certificates, notices or written instructions to be given under the terms of this Agreement shall be served by sending the same by first class post or by hand, leaving the same at:
      1. **Client**: { …………….} Academies Trust for the attention of xxxxxx
      2. **Contractor**: {Incoming Trust} for the attention of xxxxxxx,

or such other address as either party may from time to time notify to the other party.

* 1. Notices by post shall be effective upon the earlier of actual receipt and five Working Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices delivered by email will be effective 24 hours after transmission.

1. **Freedom of Information**

The parties agree that they will each cooperate to the extent they are legally able to do so to enable any party receiving a request for information under the Freedom of Information Act 2000 to respond to that request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other persons as appropriate and responding to any requests by the party receiving a request for comments or other assistance.

**IN WITNESS** of which the parties have signed this Agreement on the date stated above:

**Signed by**

**------------------------------------------- -------------------------------------------------**

**authorised for and on behalf of authorised for and on behalf of**

**{ Contractor} {Existing Academies Trust}**

**Date: Date:**

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**SCHEDULE ONE**

**SERVICES**

1. **Specification**

The Contractor shall provide Contractor Staff to discharge the Contractor’s obligations under this Agreement, carrying out the bulk of their duties at the Client School but duties may be undertaken at other places.

1. **Aims**

The Contractor acting through its staff will function at a strategic operational and management level reporting to its trust board who in turn will be accountable to the DfE. The Contractor will work with the Client’s interim Chief Executive Officer who will in turn satisfy the Client’s board that it is working within the terms of this agreement.

Specific areas of work for the Contractor include:

* 1. to manage and work with the Client School to build their capacity to take responsibility for their own continuous improvement during the conversion process to become part of the Contractor’s academy Trust;
  2. to develop the Client School as a self-evaluating institution which sets the school on a robust improvement journey prior to legal transfer to the Contractor;

Provided that nothing in this Agreement shall usurp the statutory powers, authority or responsibilities of the Client and / or the Local Authority in relation to the Client School.

1. **Method**

In seeking to achieve the Aims, the specific duty of the Contractor is to provide advice and assistance to the Contractors Trust Board in relation to the conduct of the Client School, including:

* 1. to co-ordinate and direct the work of the Principal / Head (including any Interim / Acting Principal);
  2. to support school improvement at all levels of teaching, learning and achievement;
  3. to support the introduction and development of business and finance strategies within the school in line with the {Incoming Trust’s} agreed systems and protocols, alongside the Client’s agreed 2017-18 budgets for the school;
  4. to support the Client School in the management of staff including with regard to any performance management in accordance with any applicable {Incoming Trust] procedures (as may be updated from time to time and notified to the Contractor’s Trust Board.
  5. to assist with the development of the best practice in all school policies and procedures, including dissemination implementation, training and enforcement;
  6. to assist to raise standards of discipline and attendance of all students;
  7. to assist to increase the number of applications for student places;
  8. to assist to raise the status of the Client School in the eyes of the community it serves;
  9. to assist students in fulfilling their academic potential in relation to their Cognitive Ability Test Score;
  10. to determine whether the Client School has the appropriate ICT infrastructure to meet the needs of the students and staff and to make proposals for any additional provision as may be considered appropriate;
  11. to assist to develop the training and development programme for all senior and middle school leaders and other staff;
  12. to assist to ensure consistency of practice in all that the Client School does;
  13. to assist in making the Client School a great place at which to learn and work;
  14. to support the Client School in offering an appropriate and relevant curriculum to all learners.

1. **Other Staff Deployment**

The Contractor will ensure that other staff are deployed to the Client School as may be reasonably necessary for the purpose of delivery of the Services and to assist in achieving the aims and specification above.

1. **Process**

With effect from the Commencement Date, the Contractor shall deliver the Services. The Contractor shall have complete discretion on the method of work in order to achieve the aims and specification. The Client may make reasonable representations to the Contractor about the methods of work utilized by the Contractor and the Contactor shall consider all such reasonable representations when deciding the method of work adopted.

1. **Monitoring and Reporting Arrangements**

The Contractor shall report to its Trust Board as required and the Trust Board shall be accountable to DfE. The Contractor will work with the Client’s {interim}/ Chief Executive Officer so that he can assure the Client’s Board that the Contractor is working within the terms of this agreement.

1. **Conditions of Service**

DBS Checks - the Contractor must ensure, and upon reasonable request, shall provide evidence that the Contractor Staff have an up to date disclosure and barring service (Previously known as criminal record bureau) check which does not indicate unsuitability for the delivery of the Services.