



ASPIRE ACADEMY

EXAMPLE OF GENERIC SERVICE LEVEL AGREEMENT BESPOKED FOR EACH COMMISSIONER

THIS SERVICE LEVEL AGREEMENT (SLA) is made (*insert date*)

BETWEEN

(A) ASPIRE ACADEMY TRUST (Harlow) *company registration number - 8337776*
of ASPIRE ACADEMY, Commonside Road, Harlow, Essex, CM18 7EZ (“the
Provider”)

and

(B)
of (address) (“the Commissioner”)

Altogether “the Parties”

1. **THE PARTIES**

1.1 The Provider is an Academy Trust established under the Academies Act 2010 to be the proprietor of Aspire Academy, an Alternative Provision establishment for children and young people aged 4-16. The Provider’s core purpose is to provide the highest quality education for children and young people who for whatever reason are unable to successfully access mainstream education on a short, medium or long term basis and on a part-time or full-time basis.

1.2 The Provider, under its Admissions Policy & Procedure (Appendix 1) is able to consider referrals from commissioners for the following categories of children and young people:

- * those permanently excluded
- * those at risk of permanent exclusion
- * Hard to Place pupils
- * those for whom commissioners believe a period of placement in an Alternative Provision setting may help address their needs and enable them to return successfully to their mainstream school/academy

1.3 The Commissioner is a _____, which is responsible for the commissioning of high quality Alternative Provision for appropriate children and young people on its roll on a short, medium or long basis and on full-time basis (as appropriate).

2. **MAIN TERMS**

2.1 The Commissioner has entered into a SLA with the Provider for the commissioning of ____ pupil places purchased in advance and on an ad hoc basis for the Academic Year 2016-2017 for children and young people who fit the categories set out in 1.2 above.

- 2.2 The Commissioner will pay the Provider a “commissioning top up fee” of £8,500 per each fte secondary aged pupil and £7,000 per each primary aged pupil in the academic year 2016-2017.
- 2.3 In addition, the Commissioner will passport to the Provider funding for any pupil in receipt of a Statement/EHCP where the legal authority is providing the Commissioner with additional funding above 15 hours per week and Pupil Premium funding for an individual pupil which the Commissioner may have received.
- 2.4 The Commissioner will be responsible for the organisation and payment of any transport costs in association with enabling children and young people under this commission to attend the Provider’s main premises.
- 2.5 The Parties agree that the referral process may result in the Provider taking the view that it will not be able to adequately meet the needs of the referred child/young person. In such cases, the Parties will work together to agree an alternative plan.
- 2.6 In the circumstances of 2.5 above, the Provider may offer the Commissioner the option of a half-term trial period and/or the payment of an additional top up fee to facilitate a more appropriate level of provision.
- 2.7 The Commissioner accepts that the ultimate right to refuse a referral lies with the Provider, subject to its published Admissions & Referral Policy & Procedure.
- 2.8 The Parties agree that accepted referrals under this SLA will apply for a minimum period of 1 term.
- 2.9 The Parties agree that the Commissioner may withdraw a referred child/young person from the set number provision, for whatever reason, without notice, but the Commissioner agrees that it will be charged for the full school term in which the withdrawal takes place.
- 2.10 The Parties agree that the Provider may, after discussion with the Commissioner, need to decommission a place where it has proven to be unsuccessful over an extended period of time.
- 2.11 The Parties agree that referred pupils will be ‘dual registered’ for roll purposes, with the commissioning school/academy retaining ultimate legal responsibility for the referred pupils.
- 2.12 The Provider agrees that the Commissioner may request that a referred Yr.11 pupil can transfer to the single roll of the Provider, provided that parental consent has been obtained for this by the Commissioner, evidence of this supplied to the Provider and the Commissioner’s top up fee paid prior to the pupil coming off roll at the Commissioner’s school/academy.
- 2.13 The Parties agree that for ‘dual roll’ pupils, the responsibility for ensuring that adequate safeguarding arrangements are in place for any pupils on reduced provision timetables lies with the Commissioner and not with the Provider. ‘Adequacy’ should include ensuring that parents/carers are aware of their responsibilities and regular checks by the Commissioner that any pupil during not expected to attend time is not in a public place. This is particularly important in regard to LAC/CP pupils.

3. **DURATION PERIOD**

- 3.1 This SLA will take effect on 1st September 2016 and terminate on 31st July 2017.

4. **EARLY TERMINATION**

- 4.1 Either Party may terminate this agreement at any time during the SLA period by giving 3 months written notice to the other Party.
- 4.2 In the event of a termination notice, the Provider agrees to re-imburse the Commissioner for any payments made in advance for services which will not be able to be fulfilled, subject to clause 2.8 above.

5. **FINANCIAL ARRANGEMENTS**

- 5.1 The Provider will invoice the Commissioner on 1st September 2016 for the full cost in advance of the Commissioner's top up fee for the number of fte provision places agreed.
- 5.2 The Commissioner will pay the Provider's invoice in advance by 30th September 2016.

6. **SERVICES**

- 6.1 The Provider will supply Alternative Provision services to the Commissioner in line with the Commissioner's specification as set out in Schedule A.
- 6.2 In the event of the Provider failing to supply the services in item 6.1 and Schedule A, and if informal discussions between Parties fail to resolve the issues, the Commissioner may serve the Provider with a notice in writing setting out the details of the Provider's default.
- 6.3 The Provider will respond to any such default notice within 5 working days.

7. **MONITORING + REPORTING**

- 7.1 The Provider will supply the Commissioner with a formal written termly report on the Services under this SLA in accordance with the requirements set out in Schedule A.
- 7.2 The Provider will meet with the Commissioner's authorised representative on a half-termly basis to review the operation of this SLA.
- 7.3 The Provider will supply attendance information to the Commissioning school/academy where the referred pupil is on dual roll on a daily/weekly in arrears basis (via systems to be agreed).
- 7.4 The Provider will supply the Commissioning' school/academy with a half-termly progress report on each referred/commissioned pupil.
- 7.5 The Provider will invite relevant representatives from the Commissioning academy to the half-termly pupil review and monitoring meetings, to which parents/carers and all other relevant professionals involved with the pupil will also be invited. These half-termly pupil review and monitoring meetings will take place at the Provider's site.
- 7.6 The Provider will facilitate unannounced visits/observations/scrutiny by Commissioning school/academies.
- 7.7 The Provider will facilitate and liaise with the Commissioner of a referred pupil in regard to organising and leading on Statutory Assessment, One Plan/EHCP applications, Annual Review Meetings, LAC review meetings, other relevant formal professional meetings and referrals to external support services. For 'dual registered' pupils, the legal responsibility for these rests with the Commissioning school/academy. For 'single roll' pupils, the Provider will undertake the legal responsibility.

8. **DISPUTES**

- 8.1 In the event of any dispute arising under the terms of this Agreement the Parties will attempt in good faith to resolve such disputes by Agreement of the Parties' authorised representatives at a meeting convened for this purpose.
- 8.2 If such a dispute cannot be solved by the Parties under the provisions of item 8.1 within 30 working days, it shall be referred for review and negotiation between the Parties' Chief Executive Officers.
- 8.3 If the matter is not resolved under the provisions of items 8.1 & 8.2 the dispute will be referred to a mediator who the Parties will jointly nominate. If the Parties fail to agree on the selection of a mediator within 14 working days after the date of expiry of the 30 working days period specified in Clause 8.2, the mediator will be nominated at the request of either Party by the President for the time being of the CEDR (Centre for Dispute Resolution).
- 8.4 The result of such mediation will, except in the case of manifest error, be final and binding upon Parties.
- 8.5 The Parties shall ensure that the mediation starts within 20 Working Days of nomination of the mediator under item 8.3. Both Parties shall pay the mediator's fee in equal shares.
- 8.6 The provisions of this item 8 are without prejudice to the rights of the Parties expressed elsewhere in this Agreement and the use of the dispute resolution procedures set out in this item 8 will not delay or take precedence over the provisions for termination.

9. **FORCE MAJEURE**

- 9.1 Each Party will give written notice to the other Party as soon as it becomes aware of any Force Majeure event, its likely duration and the steps being taken and to be taken by the Parties to minimise the effect of the Force Majeure on the Parties' obligations under the Agreement.
- 9.2 The Parties will use all reasonable endeavours to mitigate the effects of the Force Majeure event and take appropriate remedial action in order to meet their obligations under the Agreement.
- 9.3 Where an event of Force Majeure continues for a period exceeding 90 calendar days either Party may terminate this Agreement immediately by written notice to the other.

10. **SUB-CONTRACTING AND ASSIGNMENT**

- 10.1 The Provider will not assign, sub-contract or in any other way dispose of this Agreement or any part of it without prior written approval of the Commissioner. Sub-contracting any part of this Agreement will not relieve the Provider of any obligation or duty attributable to the Provider under this Agreement.
- 10.2 The Commissioner understands and agrees to the Provider making use of approved 3rd party providers, through its own arrangements and under its own quality control, in order to best meet the educational needs of referred pupils.
- 10.3 The Provider will be responsible for the acts and omissions of its sub-contractors as though they are its own.

11. **INDEMNITY AND INSURANCE**

- 11.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 11.2 The Provider will indemnify and keep indemnified the Commissioner fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider. This item will not apply to the extent that the Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-contractors, or by any circumstances within its or their control.
- 11.3 The Provider will effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall have a limit of indemnity of not less than £5,000,000 for each individual claim.
- 11.4 The Provider will hold employer's liability insurance in respect of all staff, for the duration of this SLA, with a limit of indemnity of not less than £10,000,000 for each individual claim for the time being in force.
- 11.5 The Provider will effect and maintain appropriate professional indemnity insurance in connection with the delivery of the Services with a limit of indemnity of not less than £1,000,000 for each individual claim. Such insurance shall be maintained for the duration of this SLA.
- 11.6 The Provider will produce to the Commissioner on request, copies of all insurance policies referred to in this item or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 11.7 If, for whatever reason, the Provider fails to give effect to and maintain the insurances required by this Agreement the Commissioner may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 11.8 The terms of any insurance or the amount of cover will not relieve the Provider of any liabilities under the Agreement. It will be the responsibility of the Provider to determine the amount of insurance cover that will be adequate to enable the Provider to satisfy any liability referred to in item 11.

12. **FREEDOM OF INFORMATION**

- 12.1 The Provider acknowledges that the Commissioner is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Commissioner to enable the Commissioner to comply with these information disclosure requirements.
- 12.2 The Provider will and will ensure that its Sub-Contractors will:

- 12.2.1 transfer the Request for Information to the Commissioners as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
- 12.2.2 provide the Commissioner with a copy of all Information in its possession or power in the form that the Commissioner requires within five Working Days (or such other period as the Commissioning may specify) of the Commissioners requesting that Information; and
- 12.2.3 provide all necessary assistance as reasonably requested by the Commissioner to enable the Commissioner to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 12.3 The Commissioner will be responsible for determining at its absolute discretion whether the Information:
 - 12.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations: and/or
 - 12.3.2 is to be disclosed in response to a Request for Information.
- 12.4 In no event will the Provider respond directly to a Request for Information unless expressly authorised to do so by the Commissioner.
- 12.5 The Provider acknowledges that the Commissioner may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA (November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
 - 12.5.1 without consulting with the Provider; or
 - 12.5.2 following consultation with the Provider and having taken its views into account,

provided always that where item 12.5 applies the Commissioner shall, accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
- 12.6 The Provider will ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and will permit the Commissioner to inspect such records as requested from time to time.
- 12.7 The Provider acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Commissioner may nevertheless be obliged to disclose Confidential Information in accordance with item 2.5

13. **DATA PROTECTION**

- 13.1 The Provider will (and will ensure that any of its Provider's Personnel involved in the provision of the Agreement will) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

- 13.2 Notwithstanding the general obligation in item 13.1, where the Provider is processing Personal Data as a Data Processor for the Commissioner, the Provider will ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss of destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
- 13.2.1 provide the Commissioner with such information as the Commissioner may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;
- 13.2.2 promptly notify the Commissioners of any breach of the security measures required to be put in place pursuant to item 12.2.
- 13.2.3 ensure it does not knowingly or negligently do or omit to do anything which places the Commissioner in breach of the Commissioners' obligations under the DPA.
- 13.3 The provisions of this item will apply during the continuance of the Agreement and indefinitely after its expiry or termination.

14. **AUDIT**

The Provider shall keep and maintain until six years after the Agreement has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services provided under it, all expenditure reimbursed by the Commissioner, and all payments made by the Commissioner. The Provider shall on request afford the Commissioner or the Audit Commission such access to those records as may be required by the Commissioner or the Audit Commission in connection with the Agreement.

15. **HEALTH AND SAFETY**

- 15.1 The Provider will promptly notify the Commissioner of any health and safety hazards, which may arise in connection with the performance of the Agreement.
- 15.2 The Provider will comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons involved in the performance of the Agreement.
- 15.3 The Provider will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Commissioner on request.

16. **SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

- 16.1 The Parties acknowledge that the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 16.2 The Provider will ensure that all individuals engaged in the provision of the Services are:
- 16.2.1 subject to valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and

- 16.2.2 the Provider will monitor the level and validity of the checks under this item 16.2 for each member of staff.
- 16.3 The Provider warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 16.4 The Provider will immediately notify the Commissioner of any information that it reasonably requests to enable it to be satisfied that the obligations of this item 15 have been met.
- 16.5 The Provider will refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk to harm to any [service users/children/vulnerable adults].
- 16.6 The Provider will not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 16.7 The Parties agree that for any pupils on reduced provision timetables that there must be in place adequate safeguarding arrangements for those sessions in which a pupil is not expected to attend the provision. The ultimate responsibility rests with the parent/carer who has agreed to this reduced provision and to the Commissioner and not to the Provider.

SCHEDULE A

SERVICE SPECIFICATION

1. KEY REQUIREMENTS

The Provider will:

- 1.1 provide an appropriate education and a full curriculum offer to meet pupils educational needs and their personal, social and emotional development needs.
- 1.2 support successful re-integration back into mainstream settings and/or transition into other appropriate educational settings and/or into further education, training or employment on leaving compulsory education.
- 1.3 provide a wide range of structured learning opportunities in a range of appropriate environments.
- 1.4 provide access to a wide range of nationally approved qualifications including national tests, GCSE and others.
- 1.5 provide tailored individual programmes to increase pupils' motivation, self-esteem, life and social skills and basic and employability skills.
- 1.6 provide regular and detailed monitoring/progress reports and progress review meetings to the Commissioner, the 'home' school/academy, parents/carers and other relevant professionals.
- 1.7 provide detailed reports for and attendance at statutory/formal meetings and review such as Annual Reviews for EHCP/Statemented pupils, Children's Social Care case review meetings, LAC reviews etc.
- 1.8 provide the Commissioner with a formal termly report on the Services supplied under this SLA.

2. REFERRAL + INDUCTION PROCESS

2.1 The Parties agree that the Commissioner will make every effort to follow the Provider's full referral process as follows:

- * completing in full the Provider's standard referral form – in particular the risk assessment and involvement of other services sections.
- * obtaining and supply all coursework completed to date and current pupil work books, copy of any special access arrangements for exams, copies of Statements/EHCPs and last annual review and confirmation that the Commissioner has made SAS aware of any pupil being referred who has a Statement/EHCP.
- * the Commissioner convening a meeting with the Provider, the pupil, the pupils' parents/carers, relevant commissioner's personnel and other relevant professionals.
- * the Commissioner facilitating the Provider to carry out any further assessments of a referred pupils needs, including risk assessments.
- * the Provider organising an initial visit for parents/carers, pupils and any relevant others to Aspire Academy and a home visit.
- * the Commissioner indicating on the form any reason why a home address may be too risky for Aspire to visit.

- * the Provider producing an initial Personalised Learning Plan (PLP) which sets out the baseline data, provision plan and targets and which is then signed off by the Commissioner and parents/carers.
- * the Provider convening a referral panel meeting to formally decide whether to accept the referral.

2.2 The Parties agree that there may be cases where the urgency of the referral or other circumstances do not allow the full referral and induction process to be undertaken and that in these cases the Parties will mutually agree which parts of the process are possible and appropriate.

2.3 The Parties agree that there may be some referrals where the Provider believes that the risk factors involved are beyond the Provider's ability to adequately provide for. A decision by the Provider to refuse a referral is subject to the terms of the Provider's Admissions Policy and discussion with the Commissioner at the formal referral Panel Meeting.

2.4 The Provider aims to respond to a submitted fully completed referral form within 2 working days, to complete the full assessment and induction process within 10 working days of the initial referral and to hold a formal referral Panel meeting and inform the Commissioner of a decision to offer a place within 15 working days. The Provider accepts and will endeavour to complete the assessment and induction process in a shorter period of time from Commissioners requiring 6th day provision in order to meet their legal obligations.

3. **CURRICULUM PROVISION**

The Provider will

3.1 ensure that all pupils have access to a full time provision on a minimum of 190 days per each academic year. The Commissioner understands that individual circumstances may mean that full-time provision may not be possible or appropriate initially or at some further point in time. Any provision less than full-time will be agreed between the Provider and Commissioner at initial referral and kept under constant review. Such reduced provision will require the consent of parents/carers and an understanding of the safeguarding implications on the part of both Provider and Commissioner.

3.2 ensure that all pupils have access to a curriculum provision in line with the national curriculum with a balance appropriate to their particular needs.

3.3 ensure that all pupils core curriculum will consist of English, Maths, Science, ICT, PSHE (incl. Sex & Relationship education) & PE.

3.4 ensure that all pupils at KS1, 2 & 3 have access to Humanities & Creative Arts and that these are offered as 'options' to KS4 pupils.

3.5 ensure that each pupils Personalised Learning Plan (PLP) includes specific targets for literacy and numeracy (based on baseline assessment) and those aspects of pupils development (eg. social, emotional, behaviour etc) identified at initial referral and assessment stage and on their PLP.

3.6 ensure that each pupil has access to any range of 'therapeutic/nurture' interventions to address their social and emotional needs.

3.7 ensure that all pupils have access to a wide range of extended learning opportunities during and outside of the Academy day and both on and off site through provision such as a breakfast club and twilight activities.

- 3.8 ensure that all KS4 pupils and some KS3 pupils as appropriate have access to a wide range of vocational and work related learning experiences provided on site by Provider's staff or offsite via Provider's accredited approved 3rd party partners. Wherever possible all such learning experiences and vocational courses will lead to accredited qualifications.
- 3.9 ensure that all pupils have access to high quality Careers Education & Guidance and targeted support to aid transition.

4. **PASTORAL CARE**

The Provider will

- 4.1 allocate each pupil to a pastoral support group (possibly mixed aged) with a tutor who will undertake first line duties in regard to attendance, punctuality, motivation and the delivery of the PSHE core curriculum element.
- 4.2 allocate each pupil to a named Learning Mentor who with the tutor will maintain and monitor the PLP, meet daily with the pupil, convene and lead the weekly and monthly progress review processes, liaise with parents/carers on a regular basis, monitor any off-site provision the pupil may be accessing, liaise with all professionals who may be involved with the pupil and maintain regular communication with the Commissioner.
- 4.3 ensure that Safeguarding and the reduction of risk are central to all the work undertaken by the tutor and Learning Mentor.
- 4.4 provide access, as appropriate, to a range of therapeutic provision (such as 1:1 or small group counselling) to meet pupils social and emotional needs at universal, additional and intensive levels as appropriate..
- 4.5 provide access, as appropriate, to specialist provision to meet specific needs such as Speech & Language.
- 4.6 provide access, as appropriate, to Family Support Services.

5. **OUTCOMES**

The Provider has set the following as targets for all referred pupils. However the Parties agree that these may be modified or set within the context of referred pupils individual starting points and the targets set in their Personalised Learning Plan (PLP).

- 5.1 Attendance at a rate higher than pertaining on entry and as near as possible to national average in mainstream
- 5.2 Full-time provision, or as near as possible in line with individual circumstances, accessed
- 5.3 Literacy and Numeracy levels in line with age related norms
- 5.4 Progress against baseline on entry in line with national average for mainstream
- 5.5 Acquisition of as wide a range of formal approved qualifications as appropriate for the individual pupil

5.6 Acquisition of a range of personal, social and educational skills and standards which will allow successful re-integration back into a mainstream educational setting or other successful progression.

5.7 For Yr.11 pupils, successful progression onto appropriate and sustained post-16 provision

6. **QUALITY STANDARDS**

6.1 The Provider has received four formal DfE monitoring inspections since it opened in September 2014. All rated the Provider as Good.

6.2 The Provider will receive a full Section 5 OFSTED Inspection in its 3rd year of operation and expects to achieve at least a Good judgement

7. **MONITORING & EVALUATION**

The Provider will:

7.1 undertake a weekly review of each referred/commissioned pupils' Personalised Learning Plan(PLP), which can involve parents/carers

7.2 undertake a more formal half-termly review meeting to which Commissioners, parents/carers and all other professionals will be invited

7.3 supply the Commissioner with access to an on-line, secure system, which will allow the Commissioner to remotely monitor a referred pupil's attendance, behaviour, progress and detailed timetable/provision arrangements on a constant basis

7.4 supply the Commissioner and/or the Commissioner's group with a formal termly report on all referred pupils

7.5 allow and positively encourage Commissioners to undertake monitoring visits to the Provider's main site and 3rd party commissioned provision on a pre-arranged and spot-check unannounced basis.

7.6 hold a monitoring and evaluation meeting with a Commissioning Group on at least a termly basis

8. **TRANSITION AND PROGRESSION**

8.1 the Provider will signal to the Commissioner when it feels the time may be right to start a transition/re-integration to mainstream process or onto another setting and work with the Commissioner to put this process into place. The Provider will use its best endeavours (subject to capacity) to support this process.

8.2 the Commissioner will work positively with the Provider to agree and effect the transition/re-integration process and continue to supply the Provider with mentoring information on the pupil for a period of 12 months after transition/re-integration. This is to allow the Provider to undertake longer-term evaluation on the impact of its provision.

Signed on behalf of the Commissioner:

**Signed on behalf of
Aspire Academy Trust:**

Signature:

Signature: *D Garfield*

Name:

Name: D Garfield

Date:

Date: 1st September 2016