

Everyday Lessons – Service Level Agreement (SLA)

Terms and Conditions

1. Introduction

1.1 This Service Level Agreement (SLA) sets out the responsibilities of Everyday Lessons (“the Provider”) and the referring school, educational establishment, or Local Authority (“the School”) in the delivery of alternative provision placements.

1.2 The purpose of this SLA is to:

- Ensure clarity of expectations for both parties.
- Safeguard learners and promote their welfare.
- Support smooth, high-quality programme delivery.
- Provide clear procedures for monitoring, communication, and progression.
- Operate alongside statutory guidance (e.g. *Keeping Children Safe in Education*, SEND Code of Practice, Equality Act 2010) and relevant policies.

1.3 This SLA applies to all learners placed with the Provider through the School or Local Authority.

2. Responsibilities of the Provider (Everyday Lessons)

The Provider will:

2.1 Deliver a structured programme of activities with clear aims and objectives, leading to nationally recognised qualifications where applicable.

2.2 Share the full learning offer, including costs, prior to placement.

2.3 Provide all required tools, equipment, resources, and materials.

2.4 Supply personal protective equipment (PPE) where necessary and train learners in safe use.

2.5 Deliver a full induction programme, including safeguarding, behaviour expectations, and health & safety.

2.6 Complete risk assessments for all activities prior to commencement.

2.7 Maintain clear processes for recording and reporting accidents, incidents, and safeguarding concerns within 24 hours.

- 2.8 Store learner details securely in line with GDPR and the Data Protection Act 2018.
 - 2.9 Employ qualified staff with relevant teaching/vocational experience, enhanced DBS clearance, and ongoing CPD.
 - 2.10 Meet statutory requirements of KCSIE, the Prevent Duty, and safer recruitment practices.
 - 2.11 Ensure a Designated Safeguarding Lead (DSL) and First Aider are on site whenever learners are present.
 - 2.12 Monitor learner progress and provide weekly attendance updates and half-term reports.
 - 2.13 Notify the School immediately of concerns with attendance, behaviour, or progress.
 - 2.14 Record attendance daily and inform the School immediately of absences.
 - 2.15 Inform the School of timetable changes or off-site activities and obtain consent before taking learners off site.
 - 2.16 Follow agreed policies on behaviour, anti-bullying, anti-drugs, safeguarding, and equality.
 - 2.17 Comply with Local Authority guidance for trips/visits and ensure all documentation is in place.
 - 2.18 Provide additional learning support and make reasonable adjustments where required.
 - 2.19 Ensure programmes include clear progression routes into education, training, or employment.
 - 2.20 Maintain robust quality assurance systems in line with 11–19 (and 19+) provision.
 - 2.21 Hold appropriate insurances, including: £5m Public Liability, £10m Employer's Liability, and £1m Professional Indemnity.
 - 2.22 Invoice the School in line with agreed financial terms.
 - 2.23 Make whistleblowing procedures available to staff and learners.
-

3. Responsibilities of the School

The School will:

- 3.1 Nominate a key contact to liaise with the Provider.
- 3.2 Carry out risk assessments for learners identified for placement.
- 3.3 Arrange and attend induction meetings with learners and parents/carers.
- 3.4 Obtain signed parental/carer consent before placements begin.
- 3.5 Provide written background information on each learner, including safeguarding concerns, EHCPs, SEND, behaviour records, and medical needs.
- 3.6 Supply emergency contact details and ensure medical needs are clearly communicated.
- 3.7 Ensure EHCP reviews continue to be managed by the School SENCo.
- 3.8 Notify the Provider promptly of any change in learner circumstances (e.g. care status, risk assessments, exclusions).
- 3.9 Support the Provider in addressing behaviour or attendance concerns, including contacting parents/carers when required.
- 3.10 Arrange and finance transport to/from the Provider unless otherwise agreed.
- 3.11 Provide access to relevant health & safety documentation and hold appropriate insurance.
- 3.12 Attend meetings, reviews, and events as reasonably requested.
- 3.13 Settle invoices promptly in line with agreed terms.

3.14 Retain statutory responsibility as the learner's home institution, including attendance coding, exam entries, and overall educational outcomes.

4. Attendance, Behaviour & Exclusions

4.1 Learners are expected to attend punctually.

4.2 Persistent absence (three or more consecutive unauthorised sessions) will trigger a joint review meeting.

4.3 Behaviour concerns will be managed in partnership between the School and the Provider, using a staged approach:

- Initial concern → Joint intervention plan → Formal review → Possible termination.
- 4.4 In cases of serious misconduct, the Provider reserves the right to terminate the placement following staged warnings.
- 4.5 The School retains responsibility for parental contact regarding absence unless otherwise agreed.
-

5. Safeguarding

5.1 Both parties commit to safeguarding and promoting the welfare of learners.

5.2 All Provider staff will hold enhanced DBS clearance and follow safer recruitment processes.

5.3 Staff will receive regular training in safeguarding, Prevent Duty, and behaviour management.

5.4 Safeguarding concerns must be reported immediately to both the Provider DSL and the School DSL, in line with local safeguarding partnership protocols.

5.5 Where safeguarding concerns cannot be resolved, they will be escalated to the Local Authority Designated Officer (LADO).

6. Data Protection

6.1 Both parties will comply with GDPR and the Data Protection Act 2018.

6.2 Data will be shared on a strict need-to-know basis, stored securely, and retained only for the required period.

6.3 Each party acknowledges its role as Data Controller.

6.4 A separate Data Sharing Agreement may be appended to this SLA.

7. Equality & Inclusion

- 7.1 Both parties will meet obligations under the Equality Act 2010.
- 7.2 The Provider will make reasonable adjustments to ensure learners with SEND or additional needs can access provision fully.
- 7.3 Adjustments will be jointly planned and funded where specialist resources are required.
-

8. Quality Assurance & Feedback

- 8.1 The Provider will implement quality assurance systems and comply with awarding body requirements.
- 8.2 The School will be invited to provide feedback each term.
- 8.3 Joint review meetings will be held at least once per term to assess learner progress, quality of provision, and next steps.
- 8.4 The School may carry out site visits with prior notice to monitor provision.
- 8.5 A complaints procedure will be available, including escalation routes.
-

9. Financial Terms

- 9.1 Placements are contracted in six-week blocks. Fees are payable for the full block regardless of learner attendance, except where terminated in accordance with clause 10.
- 9.2 Invoices will be issued on the enrolment date and payment is due within 7 days. Unless discussed otherwise.
- 9.3 For new terms, invoices will be submitted one week before the start date and must be paid within 7 days.
- 9.4 Late payments exceeding 14 days will incur a 5% fee. Statutory interest may apply thereafter under the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.5 Services may be suspended for overdue invoices.
- 9.6 Placements may be transferred to another learner if a placement breaks down.
- 9.7 Refunds will only be issued where four weeks' written notice of termination is provided and agreed in writing.
- 9.8 Any changes to this agreement must have been agreed before and must be in writing.
-

10. Termination

- 10.1 This SLA remains in force unless terminated with four weeks' written notice.
- 10.2 Either party may terminate immediately in cases of:

- Serious safeguarding concerns
- Health & safety breaches

- Non-payment of fees
- 10.3 Upon termination, all outstanding fees become payable immediately.
- 10.4 Safeguarding, confidentiality, and GDPR obligations survive termination.
-

11. Force Majeure

11.1 Neither party shall be liable for failure to fulfil obligations if prevented by circumstances beyond their control (e.g. natural disasters, public health emergencies, government restrictions).

11.2 The affected party must notify the other as soon as reasonably practicable.

12. Dispute Resolution

12.1 Disputes will first be addressed through a joint meeting of nominated representatives.

12.2 If unresolved, the matter may be escalated to independent mediation.

12.3 If mediation fails, disputes may be referred to arbitration in accordance with the Arbitration Act 1996.

12.4 This SLA shall be governed by the laws of England and Wales.

13. Agreement & Signatures

This SLA will be reviewed annually or earlier if required by legislation or funding changes.

For Everyday Lessons (Provider):

Name: _____

Position: _____

Signature: _____

Date: _____

For the School:

Name: _____

Position: _____

Signature: _____

Date: _____