1. **Referrals**

Referrals will be sent to providers using the Engage Referral Form and this includes all information needed in terms of SEND and safeguarding.

The booking has been made as an agreed advance group booking for the year. An academic year is 38 weeks and follows the Melton Learning Hub published term times. The cost for the academic year is £19,000. This equates to £500 per day. All timetabling and place commissioning should be directed to Joe Roughton.

1. **Financial Arrangements**

Payment will be invoiced as follows:

Autumn term - £6334

Spring Term- £6334

Summer Term £6332

Rutland will provide a PO number for the sessions to Finance@mlh.org.uk

1. **Attendance and Safeguarding**

Engage will confirm each day during the student’s placement that the student has arrived at the location, by completing registers on within 30 minutes of session start time in the morning~~s~~ and the afternoon; the provider will add any known reasons for absence in the ‘Notes’ section.

The Engage team will inform Rutland swiftly if a student after being recorded as present fails to turn up at the start of a session or leaves site without permission. The provider will follow their own risk assessment and safeguarding policy if a student injures themselves or absconds from their site.

In the event that any incident or disciplinary issue arises concerning the student, the provider will inform Rutland as soon as possible and will provide a written report of the incident to her within one working day of the incident. Rutland will decide what and when to share this information with the home school depending on the severity of the incident.

Engage will not send a student home or otherwise off-site, whether for disciplinary or illness reasons without first having agreed this with Rutland.

Should there be a breach of health and safety or similar that requires a suspension to be issued by the home school, Engage will contact Rutland to get permission for this before taking any further action; suspensions are issued on the next school day so will not be at the same provider always. Engage will put in restorative action if there has been a need to suspend a student from their provision.

1. **SEND Policy**

The Engage team selects curriculum with the aim of matching session with the student’s needs. Rutland will provide information about the student’s underlying special educational needs including any targets and additional details for those students with an EHCP. Details of these will be included in the engage Admission Form.

Engage and Rutland will agree any reasonable adjustments to the provision that might be needed as additional support for the student and keep these under review.

If the provider judges that a student

* is behaving inappropriately or failing to engage and progress as a result of SEND,
* has SEND issues that have not yet been identified by school or partnership

it will bring this to the attention of Rutland via one or more of:

* completing a SEND concern form.
* using the Rutlands own documentation.
1. **Changes to Provision:**

If the Provider intends to make changes to a programme in which students are placed, they will give Rutland as much advance notice of this as possible.

1. **Early Termination of the Provision**

Either party may terminate the placement. Both parties will aim to do so in a way that places the best interest of the student as a key factor in reaching a decision. Both parties work on the principle that unplanned and unforeseen changes in provision are especially detrimental to these vulnerable students and should always be a last resort.

Where it is not possible to reach agreement between the parties both will ensure that they give a minimum of 1 terms notice to each other.

1. **Progress Reports**

Engage will submit progress reports to the key worker and the student on a regular basis informally. This will be done either by telephone or face-to-face as may be agreed between the parties.

1. **Contacting Parents**

Engage will make direct contact with the student’s parent or carer in the case of a medical emergency or incident or disciplinary issue that is being reported to Rutland, and for any updates as a when necessary.

1. **Reporting Safeguarding issues**

Engage will report any safeguarding issues regarding the student to either rutland SEND team or Rutland Early Help, immediately in the case of a First Response referral, and for lesser concerns submit a written report to the keyworker within one working day.

1. **Off-site visits**

Engage will agree well in advance with the student’s keyworker any proposals to take students out on trips or otherwise make changes to the normal programme.

Engage will ensure that the necessary permission slips are signed by the student’s parent/carer prior to the off-site visit taking place and that details of the trip are sent to the student’s parent/carer through the keyworker.

The provider will keep copies of the trip details and signed permission slips with the student records.

Regular off-site visits will be authorised by a generic letter, signed by parents at the start of the placement.

1. **LEBC Annual Audit**

Engage are registered with LEBC and have been subject to the LEBC annual audit. A copy of all appropriate policies and insurances will be provided to Rutland once the audit is complete.

1. **Illegal Schools**

Providers who have undertaken the LEBC audit will be familiar with the risks they face in moving into illegality by acting as the lead provider of education for students and as a result becoming an “unregistered school”.

In signing this agreement the provider confirms that it :

* Is an unregistered provision,
* Understands that it must not become the lead provider of education for any students in their care ( ie provide more than 2.5 days per week for a student).
* Confirms that it has no students placed by any other commissioner who are in breach of this threshold,
* Understands that Rutland
* does not require it to be the principle provider for any students,
* ensures that any students it places has his or her education programme overseen by Rutland,
* ensures that each student receives the rest of their full time education in other settings.

**13.GDPR and Data Protection Compliance**

Both parties agree to comply with the UK General Data Protection Regulation (GDPR) in relation to all personal data shared under this agreement. This includes ensuring that all data is stored securely, only accessed by authorised individuals, and used solely for the purposes outlined in this SLA.

**14.Quality Assurance and Evaluation**

Engage will participate in termly reviews with Rutland to assess delivery quality, student outcomes, and overall experience. Feedback will be gathered from students, and commissioning bodies to support continuous improvement.

**15.Supervision and Staffing Ratios**

Forest School sessions will operate with a minimum ratio of 1:2 staff to students. All sessions will be led by a qualified Level 3 Forest School practitioner or equivalent, supported by appropriately trained staff.

**16. Health and Safety emergency Protocols**

Engage will maintain up-to-date emergency procedures for incidents such as serious injury, fire, or site evacuation. First Aid will be available on-site at all times. All incidents will be logged and reported in line with safeguarding policy.

**17. Contingency Planning**

In the event of severe weather, staff illness, or the premises being unavailable, Engage will notify Rutland by 8:30 a.m. on the day of the disruption. Where possible, alternative provision or a make-up session will be offered.

**18.Insurance**

Engage confirms that it holds current public liability and employer’s liability insurance appropriate to the activities being delivered. Certificates of insurance will be made available to Rutland upon request.

**19. Exclusions**

In cases of persistent non-attendance or disengagement, Engage will consult with Rutland before considering withdrawal of a placement. Refunds or credit for missed sessions are not applicable unless otherwise agreed in writing.

**20. dispute Resolution**

In the event of a dispute regarding the terms or delivery of this SLA, both parties agree to enter into a mediation discussion to resolve the matter. If resolution is not achieved, the matter may be escalated according to Rutland's formal complaints process.

**21.Conclusion**

By signing this agreement, you agree to adhere to these regulations and understand that Engage reserve the right to either refuse, withdraw or reduce a placement with us if these terms are not met.

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Signed:-

Provider name/representative:

**Appendices**

The commissioning agreement from Leicestershire SEIPS can be viewed here:

https://www.leicsseips.org/\_files/ugd/5fd255\_43abf20ba6b548e4943e96b337adf141.pdf

Advice on “illegal schools” can be found at <https://www.leicsseips.org/draft-policies-and-documents-for-ap>

**Contact details for Engage Staff are as follows:**

Joe Roughton – Senior Youth and Family support worker : tel 07808 128803 and email; joe.engageproject@gmail.com

Sarah Cox Business Manager tel 07852180460 email; sarah.cox@mlh.org.uk