# **Date: 4th July 2023**

**Department:** People - Children

**Contact Name:** Neil Hokinson

**Contact No: 07936 600996**

**Email:** Neil.hokinson@slough.gov.uk

Dear Headteacher,

**Refreshed: LA Partnership Offer 2023-24**

I am writing with regards an update for next year’s LA Partnership Offer from September 2023.

The offer is intended to keep the school-led system in Slough going forward and with financial pressures in every sector it needs to be jointly funded to maximise how we are able to work together effectively.

The financial constraints of the council have been well publicised and in addition the school improvement monitoring grant (50K) provided annually by the DfE was reduced by 50% last year 2022-23. This grant has now reduced to zero this year 23/24. This means the LA will work collaboratively with a strategic approach towards the carrying out of statutory duties in support of schools and maintain good knowledge and relations.

The school system of course includes far more than the core services. There are partnership boards, strategies and staffing needed to carry out all these functions for which there is no funding this year (see Appendix A).

**In light of the above please consider that the contribution you make is to the entire system not just the additional services you will receive.**

The contribution we are seeking from schools (Appendix B schedule 2) is based on approximate number of pupils in each phase or status of school. All schools are considered equal whether maintained or academy schools.

I ask that you look carefully and consider your school contribution. **We would need at least 80% of schools per phase to make the entire system (core service and additional services together) viable.**

The core council service is summarised in this letter (Appendix A). The schedule and revised costs for the additional subscription services are attached as Appendix B Schedule 1 and 2, together with a draft contract/SLA (Appendix C). We would ask you to complete and return the contract to maryram.shah@slough.gov.uk by **Friday 14th** **July 2023** confirming that you want to opt into the subscription offer. We will then invoice you for the relevant amount.

I very much hope that you feel able to opt into the subscription offer and look forward to our continuing journey of collaboration.

We will of course be reviewing this core offer for next year where we may have time for more collaboration and a reset and stability of services.

Neil Hokinson

Associate Director – Education & Inclusion

Slough Borough Council

Appendices

Appendix A- Core service details

Appendix B Schedule 1 and 2 – Subscription service and costs

Appendix C – Contract (**please complete and return by Friday 14th July 2023** to maryam.shah@slough.gov.uk)

**Appendix A**

**Core service details – All Schools**

(This is funded mainly by the LA but can only be sustained with sufficient contribution from schools)

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| **Core Offer (all schools)** |
| **Council Leadership** |
| * Strategic Leadership (policy, strategy, communications)
* DFE/Ofsted/RSC Liaison
* Weekly communication bulletin from the council
* Communication
* The Link Website
* Partnership Boards
* SEPB – Monthly Meetings
* SSIB – Half Termly Meetings
* SEND Strategic Board – Half Termly Meetings
* Children and Young Peoples Partnership Board – Quarterly Meetings
* SEND Panel – Weekly
* Place Planning Board – Bi-monthly
* Attendance at SASH and SPHA
* Set up of task and finish working groups
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| **School Improvement**  |
| * Working with consultants on ATV. Consultant support for schools that are RI or below or considered a risk
* Setting of local priorities for schools in the LA
* Developing and maintaining a sustainable school led improvement system
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| **Safeguarding**  |
| * Safeguarding annual audit
* Acknowledgement of Ofsted/DfE complaints where required
* KCSIE education safeguarding sub-group
* Updates on national, regional and local policy and procedures - termly Newsletter
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| **SENDCO Services (HNB funded)\*** |
| * Education, Standards and Effectiveness Manager SEND and the SENDCo Network and SENDCo Support Service (*subject to re-evaluation of function and role*)
* Support, advice and training for schools through the advisory teachers
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| **Data and IT Systems**  |
| * Nexus subscription (perspective lite)
 |
| **Purchases to Secure Reduced Rates for Schools\*\*Charged separately to core offer** |
| * Egress Licenses
 |
| **\*\*\*\* Bulk purchases Slough Borough Council will no longer be purchasing on behalf of schools in 2023-24** |
| * ALPS
* FFT Package
* SOPHOS Anti-Virus Software
* The Key for School Leaders
* The Key for Governors
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\*\*These bulk buy purchases are for illustration purposes and not included in the offer but the LA will consult schools where there is an opportunity to purchase items for schools to pay at a reduced rate.

**Appendix B – Schedule 1 and 2**

**Schedule 1**

**Additional Subscription Service**

**(Schools that subscribe will receive access to services listed below)**

**Duration:** 1st September 2023 to 31st August 2024

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| **Additional Services (Subscribing Schools)** |
| **Council Leadership** |
| * Three (termly) Seminars a year facilitated by SBC and school leaders.
* Monthly Headteacher breakfast meetings – Monthly Information Sharing sessions
* CEO briefings termly
* Maintained School Network briefings
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| **Safeguarding**  |
| * DSL networks x 3 a year - on Slough paperwork, services and procedures only
* DSL networks x 3 additional briefings a year
* IAG when needed via phone/email
* Dealing with Ofsted/DfE complaints including school follow up & report when required
* Access to PHSE networks which includes support for online safety education and curriculum development
* for DSL’s safeguarding (could include refresher/New DSL’s for role of DSL and Safer recruitment etc.)
* Discounted rates (30%) for additional training places throughout the year and 20% discount for bespoke CPD for your school
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**Terms and Conditions for the Supply of the Services**

If you choose to purchase the Services described above, the Agreement will be made between the Governing Body, the school and Head teacher or Principal and Slough Borough Council.

**The Agreement**

1. The purpose of this Agreement is to define the services to be purchased, the level of service required, contract requirements and performance criteria.
2. The Council shall be entitled to assume that all forms and communications from School the School are appropriately signed and that any information is properly submitted. The Council will not be under any duty to check that any person claiming to have authority to sign and bind the School has such authority.
3. The Council will deliver a quality service as set out in the service details within Schedule 1.
4. The School will provide access and information as agreed, meet target dates and pay the agreed charges in respect of services provided.
5. The School and the Council will comply with guidance and financial regulations as set out in the School Standards and Framework Act 1998.
6. The School and the Council will comply with all legislation, statutory and other regulations, orders, statutes, by-laws and notices that are applicable to the provision of the relevant services.
7. The Council may use whatever resources are required, in order to deliver the Services as specified, within the budgetary constraints, standing orders and business conditions of the Council.

**Additional Services**

1. The School should negotiate any additional services they require directly with the service lead for schools, unless otherwise specified in this Agreement. If the School requires any additional services during the agreement period these may be negotiated, by contacting the relevant service contact. All additional services will be mutually agreed, may incur additional charges and are subject to availability.

**Variations to Agreements**

1. Should the School and/or Council require a revision or modification to the Services during the agreement period, such revisions must be negotiated and implemented by mutual agreement. Revisions agreed must be recorded in writing, signed by both the School and the Council and attached to this Agreement

**Service Disruption Factor**

1. In the event of severe disruption(s) that are outside the control of the school and / or the Council, the Council will endeavour to provide the best service possible within the prevailing conditions.
2. In the event of service disruption, the School will be informed of the level of service available, as soon as the extent of the disruption is known. The School will also be informed of the estimated delay before resumption of the service as specified in this Agreement.
3. Possible disruptions include:
* power supply failures or interruption to utilities;
* industrial action by staff or suppliers, transport strikes or embargoes;
* fire, flood, extreme weather conditions;
* the effects of war, civil or political disturbances;
* major disasters such as explosions or epidemics;
* changes in school requirements or relevant circumstances not notified to the Council;
* equipment or materials being altered, adjusted or interfered with, by unauthorised persons;
* buildings, equipment or materials being vandalised;
* equipment or materials not being returned by the School or other schools;
* personnel / recruitment difficulties
* unforeseen complications caused by a no deal exit of the UK from the European Union.

**Charges**

1. The Council will issue an invoice to the School for the price payable based on the elements set out above within 28 days of the start date of the service each year or as otherwise agreed in writing. The School will pay all undisputed amounts within 30 days of receipt of correct invoice. The Council confirms that its acceptance of full payment for any invoice is in full and final settlement of that invoice.
2. If either party reasonably believes that the other is not providing correct details for the calculation of the Price, such other party shall provide additional information to verify such information.

**Quality Assurance**

1. This is a partnership offer and as such scrutiny will be overseen through the Slough School Improvement Board (SSIB) and the Slough Education Partnership Board (SEPB). These forums will be a conduit for feedback and improvement on services provided.
2. Where there are issues that need to be addressed immediately you should contact the Service Lead for Schools first to try and resolve any issues or concerns.
3. If you are still unhappy you can make a formal complaint. Do this by writing to the Associate Director – Education & Inclusion and the complaint will be looked at by either SSIB or SEPB.
4. If you have any queries or concerns about the way your complaint is dealt with please write to Education & Inclusion Service, People (Children) Directorate, Slough Borough Council, Observatory House, 25 Windsor Road, Slough, SL1 2EL.

**Liability**

The Council shall not be liable to the School for any loss or damage to the School unless due to negligence or other failure of the Council to perform their obligations under this agreement or under general law.

**Protection of Information**

1. The School shall (and shall ensure that any of its employees involved in the provision of the service) comply with any requirements under the Data Protection Act 1998.
2. The School acknowledges that the Council is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (“the Acts”) and as part of the Council’s duties under the Acts, it may be required to disclose information forming part of this Agreement to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemption under the Acts. The School shall in all respects assist and cooperate with the Council so as to enable the Council to comply with its obligations under the Acts.
3. Subject to paragraph 19 neither the Council nor the School shall disclose to any other party any information in connection with the provision of the service nor any information contained in this Agreement other than where both the Council and School both agree to this.
4. All intellectual property rights (including but not exclusive to, patent, patent application, know-how, trademark, service mark, design right, copyright or similar commercial or industrial right registered design) in all documents and drawings prepared by the Council for the School in connection with the delivery of the Services shall remain vested in the Council

**Data Protection (GDPR)**

The School shall comply in all respects with the provisions of the General Data Protection Regulations and Data Protection Act 2018 and will indemnify the Council against all actions, costs, claims, or proceedings which have been made or brought against the Council for breach of statutory duty under the Act which arises from the use, disclosure or transfer of personal data and for which the School is legally liable provided only that the matter has been fully adjudicated.

The School acknowledges and agrees that all decisions made by the Council pursuant to a request under the Freedom of Information Act 2000 (FOIA) are made at the sole discretion of the Council and the Council will not be liable for any loss or damage arising from or in connection with the disclosure of any information relating to this Agreement or the Supplier

**Termination of services within the Agreement**

1. The Services are provided for one academic year and renewal will take place three months before the end of the service agreement. The School must terminate its agreement with the Council by giving three months’ notice in writing, to the Service Lead for Schools.
2. If it becomes necessary for the Council to discontinue the provision of the Services, the School will be notified in writing three months before the termination date.

**Ending this Agreement**

This Agreement shall terminate (without prejudice to rights accruing or arising prior to termination) at the Finish Date. In addition, either party may terminate this Agreement at any time upon written notice to the other if the other party:-

(a) breaches this Agreement and that breach is not rectified within 7 days of them being advised;

If this Agreement is terminated prior to its expiry otherwise than due to a fault of the School, the Council will refund any portion of the Fee paid in advance on a pro-rata basis.

**Insurance**

The School shall maintain at their own cost an insurance policy for professional indemnity (if appropriate) to cover the liability of the School’s Staff in respect of any act or default for which they may become liable and to indemnify the Council under this agreement in the sum of £250,000 professional indemnity and £2,000,000.00 third party liability. The Council shall receive (on demand) confirmation that current premium payments are up to date

**Health & Safety and Security**

To the extent The School’s staff are required to be on Council’s site(s) they shall comply with the Council’s security and health & safety policies and procedures and all other reasonable requests relating to your use of the Council’s site(s).

**General**

1. Nothing in these Conditions or this Agreement is intended to confer on any person any right to enforce any terms of these General Terms and Conditions or terms of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
2. If any provision of these Conditions or any provision in this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

**Contracts (Rights of Third Parties) Act 1999**

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

**Entire Agreement**

This Agreement represents the entire understanding and constitutes the whole agreement in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.

The School confirms that, except as provided in this Agreement and without prejudice to any liability for fraudulent misrepresentation, it has not relied on any representation, warranty or undertaking which is not contained in this Agreement made by or on behalf of the Council and the School shall have no remedy in respect of any misrepresentation or untrue statement made by or on behalf of the Council unless and to the extent that a claim lies under this Agreement.

**Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law.

The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising therefrom.

**Schedule 2**

**Cost is based on number of pupils on roll at the school.**

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| **Phase** | **Contribution** |
| Nursery | £500 |
| Primary | **Below 500 pupils**£1,500**500-700 pupils**£2,500**700+ Pupils**£3,000 |
| All-Through | £3,000 |
| Secondary | **Below 700 pupils**£3,000**700+ Pupils**£4,000 |
| Special/AP | £1,500 |

**Appendix C**

**AGREEMENT FOR THE SUPPLY OF SERVICES**

**SLOUGH BOROUGH COUNCIL**

**and**

 **…… School**

**THIS AGREEMENT** is dated 2nd July 2023

**Parties**

**SLOUGH BOROUGH COUNCIL** whose principal place of business is at Observatory House, 25 Windsor Road, Slough, SL1 2EL. (**Council**).

**[ ACADEMY TRUST ] [GOVERNING BODY OF SCHOOL]** of

**Background**

(A) The Council is prepared to offer to the School the services specified in Schedule 1

(B) The School wishes to purchase such services

(C) The Council has agreed to supply the services to the School on the following terms and in accordance with the Conditions (as defined below).

**Agreed terms**

1. **Interpretation**
	1. The definitions and rules of interpretation in this Clause apply in this agreement.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

**Conditions:** the conditions applicable to the supply of the services set out in Schedule 3

**Services:** the services specified in Schedule 1

**Payment:** the price for the Services stated in Schedule 2

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

* 1. Paragraphs, schedule and Clause headings shall not affect the interpretation of this agreement.
	2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
	3. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
	4. Words in the singular shall include the plural and vice versa.
	5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
	6. A reference to **writing** or **written** includes faxes but not e-mail.
	7. Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
	8. Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
	9. References to paragraphs and schedules are to the paragraphs and schedules of this agreement.
1. **Conditions of sale**

All supply of the Services under this agreement shall be subject to the Conditions, save to the extent that:

* + 1. any provision of the Conditions is inconsistent with any express provision of this agreement, in which case the latter shall prevail; or
		2. the parties agree in writing to vary the Conditions.
1. **Warranties**

The Council warrants, undertakes and agrees that:

(a) He has all necessary resources and expertise to comply with its obligations under this Agreement;

(b) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the School immediately of any significant departure from such legislation, codes or recommendations;

(c) it shall 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 employees and other persons;

(d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

(e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

 (f) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting his obligations under this Agreement;

1. **Charges and payment**

In consideration of the provision of the Services by the Council, the School shall make the Payments as set out in Schedule 2.

1. **Indemnity**
	1. The Council shall indemnify and hold the School harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the School as a result of or in connection with:
		1. any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Services; or
		2. any claim made against the School in respect of any liability, loss, damage, injury, cost or expense sustained by the School’s; employees or agents or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this agreement by the Council.
	2. The provisions of this Clause 5 shall survive termination of this agreement, however arising.
2. **Insurance**
	1. The Council shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this agreement:
		1. a public liability insurance policy with a limit of at least £ one million per claim;
	2. On the written request of the School, the Council shall provide the School with a copy of each insurance policy. On the renewal of each policy, the Council shall promptly send a copy of the receipt of the premium paid by the Council to the School
3. **Anti-Bribery**
	1. The Council shall:
		1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
		2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
		3. comply with the Council's Ethics and Anti-bribery Policy as provided by the Council from time to time (Relevant Policies);
		4. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 7.1.2, and will enforce them where appropriate;
		5. promptly report to the School any request or demand for any undue financial or other advantage of any kind received by the Council or any employee or agent of the Council in connection with the performance of this agreement;
		6. on request certify to the School in writing signed by an officer of the Council, compliance with this Clause 7 by the Council and all persons associated with him under Clause 7.2. The Council shall provide such supporting evidence of compliance as the School may reasonably request.
	2. The Council shall ensure that any person associated with the Council who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Council in this Clause 7 (Relevant Terms). The Council shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the School for any breach by such persons of any of the Relevant Terms.
4. **Data protection**
	1. The School consents to the Council holding and processing data relating to it and any employee or agent of the School for legal, personnel, administrative and management purposes and in particular to the processing of any personal data (as defined in the Data Protection Act 2018) relating to the School and any employee or agent including, as appropriate:
		1. Any party’s racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
		2. information relating to any criminal proceedings in which the School or any employee or agent has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties; and
	2. The School consents to the Council making such information available to those who provide products or services to the Council such as advisers, regulatory authorities, governmental or quasi governmental organisations and potential successors of the Council.
	3. The Council shall comply with the Council’s data protection policy and relevant obligations under the Data Protection Act 2018 and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of the School
5. **Freedom of information**
	1. The School acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Council to enable the Council to comply with these information disclosure requirements.
	2. The School shall:
		1. transfer the request for information to the Council as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
		2. provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the Council requesting that information; and
		3. provide all necessary assistance as reasonably requested by the Council to enable the Council 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 2004.
	3. The Council shall be responsible for determining at its absolute discretion whether the information:
		1. is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
		2. is to be disclosed in response to a request for information, and in no event shall the School or any employee or agent of the School respond directly to a request for information unless expressly authorised to do so by the Council
	4. The School acknowledge that the Council 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 2004 to disclose information:
		1. without consulting with the School; or
		2. following consultation with the School and having taken his views into account,

provided always that where Clause 9.4.2 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the School advance notice, or failing that, to draw the disclosure to his attention after any such disclosure.

* 1. The School shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
1. **Anti-discrimination**
	1. The School shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).
	2. The School shall take all reasonable steps to secure the observance of Clause 10.1 by all employees and agents of the School

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| **THIS COMMON SEAL OF** )**SLOUGH BOROUGH COUNCIL** )was hereunto affixed )in the presence of: )**Name** Neil Hokinson**Position** Associate Director, Education & Inclusion |  |

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| --- | --- |
| **SIGNED** by *Headteacher or Chair of Governing Body* for and on behalf of *……. School*  | *Signature* Headteacher or Chair of Governing Body |