

SERVICE LEVEL AGREEMENT

This agreement is made between:

1. Kent Adult Education, (KAE) Community Learning and Skills, Unit A/B London Road Trading Estate, Sittingbourne, Kent. ME10 1SX
2. Wouldham Parish Council, Wouldham PC, 81 High Street, Wouldham, Kent, ME1 3XG

Background:

The purpose of this Service Level Agreement is to set out the discussions held between the Partners regarding their intentions to work together on the Programme of courses funded by Wouldham Parish Council and delivered by CLS.

It is agreed as follows:

1 General

- 1.1 The Partners have agreed a working relationship to deliver the work outlined the Programme funded by the Wouldham PC (This programme may be subject to change during the period of the agreement).
- 1.2 The aims of the Programme of courses are to upskill and integrate Wouldham community.
- 1.3 The Partners hereby commit themselves to this agreement for the duration of the funding from September 2023 until July 2025 and to keep all records necessary for audit requirements.
- 1.4 Ensure data meets General Data Protection Regulations (GDPR – May 2018) guidelines and be responsible for handling personal data.

2 Scope of Activities

- 2.1 KAE and Wouldham PC will work together on a training delivery plan which will identify provisional course start and completion dates and course content.
- 2.2 Wouldham PC will be responsible for the recruitment of beneficiaries to meet the requirements and KAE Quality Framework and ensuring the contribution of both partners is recognised in all materials and messages.
- 2.3 KAE will use key monitoring indicators, financial and beneficiary monitoring and reporting systems in line with KAE's own reporting and data management requirements to review and develop the programme.
- 2.4 KAE and Wouldham PC will utilize networking, following GDPR guidelines, and referral links to enable the programme to attract a large number of beneficiaries.
- 2.5 KAE and Wouldham PC will deliver courses detailed in the appendix set out below. Courses will be delivered by CLS tutors.
- 2.6 The partners will contact a representative number of beneficiaries at a predetermined time after the courses to evaluate the impact on each individual's situation, in line with data protection and personal data usage guidelines.
- 2.7 KAE and Wouldham PC may include appropriately anonymised information about the courses in reports on community initiatives disseminated amongst learning providers, local and national government departments, further education providers and voluntary organisations and will ensure that the contribution of both partners in developing the programme is appropriately recorded.

3 Equality diversity and Inclusion etc.

- 3.1 KAE has a strong and unequivocal commitment to the principle of equality and diversity. The Equality Diversity and Inclusion Policy declares KAE's commitment to promote and seek to achieve equality of treatment for everyone, without discrimination or prejudice on the grounds of ethnicity, religion or belief, gender, age, sexuality, transgender, disability, marriage or civil partnership status, pregnancy and maternity. KAE expects all partners to work to these standards.
- 3.2 The policy relates to KAE's services as an employer and as a provider of services; including action taken on its behalf by contractors and other agents. The policy relates to all Programme staff and beneficiaries and includes the training activity carried out by other providers.
- 3.3 Equality Diversity and Inclusion (EDI) will be encouraged through the non-discriminatory recruitment of beneficiaries and trainers with KAE and Wouldham PC working together.
- 3.4 The Partners will take all reasonable steps to ensure KAE's EDI Policy is observed by all staff members employed in the delivery of the Programme.
- 3.5 The Partners will comply with the requirements of all anti-discrimination legislation and statutory provision relating to discrimination in the provision of services. Evidence of this may be requested.
- 3.6 Safeguarding guidelines will be strictly followed by both partners. Evidence of this may be requested.

4 Data Protection

- 4.1 The Partners will ensure that all staff comply with any notification requirements under the Data Protection Act 1998 and observe all their obligations under the DPA and GDPR which arise in connection with this agreement. All revisions to the 1998 Act and May 2018 GDPR requirements must be adhered to by all parties.
- 4.2 Under GDPR and Data Protection Regulations the following information has been agreed: Our lawful basis for processing and sharing information within this agreement is Legitimate Interests.

KAE and Wouldham PC agree that the following information will be shared within this agreement: name, address, date of birth, attendance, achievements, progression answers to health questions, ethnicity. This information will be shared per course for the duration of this agreement (September 2023 to July 2025) and will only be used for the purposes of satisfying our obligations to KAE and Funders and to manage any additional arrangements necessary as far as providing support to enhance the learning experience for individuals on the courses. Any information shared as listed above will be kept for 7 years in line with GDPR and Data Protection requirements and then securely destroyed.

- *CLS recommends membership of the Kent and Medway Information Sharing Agreement as this provides a structure for data sharing without additional process and documents.*

KAE and Wouldham PC are committed to having security measures in place that meet GDPR and Data Protection regulations and we are satisfied that the current

Article 5 Kent and Medway Information Sharing Agreement is in place, and this will be reviewed on a regular basis to ensure compliance.

KAE and Wouldham PC agree to ensure that learners are aware of our partnership working and copies of both KAE and Wouldham Parish Council Privacy notices will be made available to learners.

KAE and Wouldham PC understand that specific consent is required from the learners when sharing special category data, this consent will be documented to comply with GDPR requirements. Learners will be made aware that they can withdraw their consent at any time and informed how to do this.

KAE and Wouldham PC understand that as a requirement of GDPR information sharing, a record of processing activities for information shared within this agreement will be created and stored by KAE as evidence of GDPR compliance.

Article 6 Freedom of Information

KAE is subject to the requirements of the Freedom of Information Act and may need the assistance of Wouldham PC to comply with disclosure requirements in relation to activities covered by this agreement. KAE will be responsible for determining whether the information requested is exempt within the terms of legislation or to be disclosed. Wouldham PC will not respond directly to requests for information covered by this agreement under the terms of the FOIA unless expressly authorised to do so by KAE.

Article 7 Prevent

KAE will ensure and evidence that all staff working with participants on courses are aware of and trained in the Prevent agenda and KAE's commitment to embedding this in all our activities. They will also ensure that participants are aware of Prevent and their responsibilities. *CLS can support this with information and guidance.* Wouldham Parish Council shall raise any concerns regarding participants under the Prevent agenda if identified on sign up.

7.1 Complaints, Comments and Compliments

Both parties must be informed about any complaints received from beneficiaries relating to courses provided by KAE under the Terms of this Agreement within 5 working days of the complaint being received. Complaints will be dealt with in accordance with the internal procedures of the organisation receiving the complaint and with reasonable cooperation of the other. This does not preclude either organisation applying its own processes to issues specific to itself. Whichever organisation is dealing with the complaint, the other needs to be informed of the process taking place and its resolution. Comments and compliments will be freely shared amongst partners.

7.2 Service Level Agreement

Partners under this Service Level Agreement cannot without consent in writing, alter, assign, or transfer the training delivery arrangements for which they are responsible.

This agreement can be terminated by either party, giving 12 weeks' notice in writing.

- 7.3 Information about the performance and operations of Kent Adult Education (Community Learning and Skills) and Wouldham PC will not be disclosed to third parties without the agreement of the other party to the Agreement, save that any reporting conditions under any grant funding arrangements or legal requirements from statutory bodies shall be complied with.
- 7.4 The parties to this Agreement agree to act in good faith at all times and not to do anything which would prejudice the effective operations of either organisation.

8 Delivery Arrangements

KAE will be responsible for:

- 8.1 Employing qualified and experienced tutors with current DBS check to deliver the courses in accordance with schedule and Quality Standards agreed with Wouldham PC.
- 8.2 Ensuring Wouldham PC has appropriate and timely information about venue requirements to enable high-quality learning delivery and appropriate Risk Assessment before courses start and specifying quality standards required by KAE/Wouldham PC.
- 8.3 Supplying learning materials and providing any handouts or associated items to students necessary for delivery of the KAE training offer.
- 8.4 Ensuring that health and safety awareness is part of each session, throughout the training.
- 8.5 Attend regular monitoring meetings, not more than 4 times per full year, looking at financial and learner performance and recruitment strategies.
- 8.6 Informing each beneficiary on KAE delivered courses to inform them that they are participating in a programme that is in partnership with Wouldham PC.

KAE may include partnership delivery in its Self-Assessment Report.

Wouldham PC will be responsible for:

- 8.10 Marketing and recruitment strategy and producing relevant publicity materials, promotional events, making clear that it is a partnership with KAE. KAE if required will assist in Marketing and Promotion.
- 8.11 Ensuring the quality of all activities and venues related to the learning activities.
- 8.12 Ensuring that there is adequate Public Liability Insurance as appropriate.
- 8.13 While ensuring compliance of data protection and GDPR guidelines, send group profiles with details of support needs and contact arrangements of a third part for all attendees who declare a long-term illness or condition to the KAE Response manager a week before the course is due to start. (KAE Courses)
- 8.14 Where required - Contacting each beneficiary on their courses to inform them that they are participating in a Programme that is funded by Wouldham PC and the funding arrangements.
- 8.15 Supporting the supply of learning materials and providing any handouts or associated items to students necessary for the delivery of training.
- 8.16 Meeting Health and Safety standards
- 8.17 Attending monitoring meetings, usually not more than 4 times per year.

9 Outputs to be achieved by Programme

9.1 An average attending and completing each course delivered under the terms of this Agreement and described in the attached schedule at Appendix A.

9.2 The schedule at Appendix A may be varied by written agreement of both partners and in response to learner demand or changes in funding or certification/accreditation regimes.

10 Financial Arrangements

10.1 Payments will be made to partners by BACS transfer on receipt of a valid invoice.

10.2 Where KAE/Wouldham PC have asked for copies of documents to accompany invoices, partners will ensure that they are submitted, supporting information is a contractual requirement in order for KAE/Wouldham PC to keep auditable records.

Other supporting documents will be kept securely and in line with GDPR guidelines and Wouldham PC Privacy Policy.

10.6 Invoice(s) will be sent from Debbie France Kent County Council, Community Learning and Skills, Unit A-B London Road Trading Estate, London Road, Sittingbourne, Kent. ME10 1SX. (debbie.france@kent.gov.uk)

10.7 Wouldham PC will cover all Teaching and associated costs including additional admin costs i.e. exam costs if applicable. Rates will be set out in the schedule.

The basis of this agreement is payment in advance prior to KAE activities. (Wouldham PC will pay in advance for activities in the agreed schedule)

Appendix A to Service Level Agreement between Kent Adult Education (Community Learning and Skills) and Wouldham Parish Council.

Programme of Courses to the value of 50k will be planned on an ongoing basis and delivered over next two years (September 2023 to July 2025). The aim is to develop a well-supported community programme that supports community cohesion in the Wouldham Area.

Should Wouldham PC accept the terms outlined above, this arrangement will come into effect immediately.

For and on behalf of
Community Learning & Skills

Name: Chris Harris
Position: Curriculum Manager



Signature:

Date: 25/10/23

For and on behalf of
Wouldham Parish Council

Name: TINA MILES
Position: CLERK/RFO



Signature:

Date: 25/10/23