

YORK HIGH SCHOOL AND COMMUNITY SPORT PROJECT

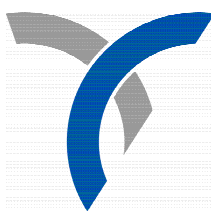


energise

Service Level Agreement

Between

York High School



and

the City of York Council



CONTENTS

Section One	Mission, Objectives and Scope
Section Two	Roles and Responsibilities
Section Three	The Financial Arrangements
Section Four	Management and Administration
Section Five	The Agreement

Annex 1 Financial plan

Section One: Mission, Objectives and Scope

Introduction

- 1.1 This Service Level Agreement (SLA) covers the provision of the York High School and Community Sport Project (The Project). It is made between York High School (the School) and the City of York Council (the Council). It replaces the previous agreement dated December 2009. The School will exercise its responsibilities under the SLA through a governors' committee (the SCMC - Sports Centre Management Committee). The Council will exercise its responsibilities through the Assistant Director of Communities and Culture.

Mission

- 1.2 The overarching mission for the Council (Communities and Culture) is “to make lifelong learning and culture opportunities available to more people, more often.”
- 1.3 The Council will monitor and measure success of its mission statement through 4 outcomes. The aim is by 2013:
- **Vibrant Places and Spaces:** Local communities will be increasingly directing their own cultural activities, enjoying high quality events, facilities and open spaces
 - **Active Lifestyles:** York will have the highest participation rates in active lifestyles of any city in the country
 - **Learning:** The level of York adults participating in informal learning opportunities will be among the best in the country
 - **A Cultural Offer for Young People:** Young people in York will tell us that the city is among the best places to live in the country
- 1.4 In order for the Project to contribute to the above 5 outcomes, the Project will aim to:
- Provide new opportunities for young people and adults to be physically active through community sport and fitness programmes targeted to meet local needs.
 - Providing target opportunities for under-represented groups to take part in sport and physical activity.
 - Support local schools to improve their PE curriculum provision and enable them to offer five hours of high quality PE and school sport each week for all students.
 - Play a key role in the development of the local sporting infrastructure, working with other schools and community sport partners to plan strategically and co-ordinate opportunities and pathways in sport.
 - Improve sporting opportunities by providing high quality facilities which are managed in line with best practice to maximise opportunities for the community to take part and progress in sport.
- 1.5 These aims will be implemented as set out in the Sports Development Plans and will reflect a number of national, regional and local strategies. For example, National

strategies; Sport England, NGB whole sport plans, Department for Health, DCSF and DCMS, Regional strategies; North Yorkshire Sport and PCT, Local strategies; Active York, Sustainable Community Strategy, LAA and York High School Sports College and Development Plans.

Scope of facilities

1.6 The following facilities are subject to this SLA terms for community use:

- reception area
- six court sports hall
- climbing centre
- dance studio
- fitness suite
- ICT teaching room
- cafe
- changing accommodation
- grass pitches
- tennis courts
- synthetic turf pitch
- community 6 lane, 25m swimming pool
- learner pool
- hydrotherapy suite
- changing village
- pool viewing area
- crèche

The service to be provided

1.7 The Project will provide facilities, sports development, marketing and promotions, health and safety, and quality control functions.

1.8 The Project will develop the use of the facilities by the general public, local schools, School Sports Partnerships, a wide range of community sports clubs and groups, CYC Communities and Culture, the Local Primary Care Trust and the Youth Service. All these partners have a role to increase participation in sport and active leisure across the city.

1.9 Access to the facilities will be available seven days a week to the general public. The schools curriculum activities will be integrated with the community programme and with some of the facilities being jointly used e.g. in the climbing hall, a school PE lesson can run along side public access. The minimum opening times of the facilities must be:

Monday to Friday	7:00 am to 10:00 pm
Saturday	8:00 am to 6:00 pm
Sunday	8:00 am to 9:00 pm

1.10 The programming of the facilities will be the responsibility of the Project who must offer a broad range of activities and sessions as detailed below:

- Pool Programme – the time-table must cater for primary school swimming lessons, public learn to swim scheme, open public swims, fun sessions, aquafit, young at heart sessions, disabled sessions and offers access to community aquatic clubs. The swimming pool programme as a community pool will offer no free access to YHS, but could be hired in line with other school bookings.
 - The hydrotherapy pool: these will be exclusively used by ACE (Adults, Children and Education) to deliver pool activities to their client base between 9am-5pm, Monday to Friday. Outside of these hours it is the projects responsibility to maximise use through offering this service to the community.
 - Fitness suite and climbing wall: these facilities must be open to the public at all times, with reduced public access when shared with YHS pupils. Memberships are sold on this basis and provide the project with a major source of income.
 - Sports hall, dance studio, ICT suite, astro, tennis courts and grass pitches: these facilities will require use by YHS to allow the PE curriculum to be delivered throughout term time. However, the time-tabling of these facilities must ensure the community has some access for the project to deliver targeted sessions in the daytime.
 - Crèche: this is to be programmed as a sessional crèche service to allow parents/guardians the ability to use the sporting facilities on site.
- 1.11 All the facilities will be available for use by the public on a pay and play basis, for attending classes with coaching or instruction, and for club bookings for coaching and competition. There will be extensive development of Study Support/out of hours activities, including school holidays, through the School Sports Partnership Programme, York High School Extended Services and school club links programmes.

The Market

Marketing and Promotion

- 1.12 The name “Energise” has been agreed by the SCMC and the Council. The naming and branding is critical to ensuring that the public perceive the facility as a publicly accessible community facility.
- 1.13 A planned marketing and promotional plan must be in place to ensure marketing spend is effective and targeted, with the use of the City of York Council logo on all promotional material.
- 1.14 A Sports Development Plan must be maintained that places significant emphasis on marketing and promotion campaigns to develop and increase participation. For example, all of the following will be used during the development of the project:
- Marketing campaigns to communicate with and promote use by identified audiences.
 - Using the School Sports Partnership Programme to develop use by partner schools.
 - Complement development outlined in the York High School Sports College Plans.

- Promoting facilities and programmes to local community groups and residents associations through the partnership with the Community Development Team to attract non-traditional sports centres users.
- Working with Adult Education to develop a wide range of courses in sport, health and fitness and coach education.
- Developing the Activity User Groups (formally the Partnership Group) to increase club use, develop new junior sports activities and promote the coach education programme.
- Working with the Primary Care Trust, the Priory Medical Centre and the *Exercise on Prescription* project to promote activities to targeted groups with health issues.
- Health Road shows and events at schools for parents and children promoting the benefits of active lifestyles
- Website and newsletters for parents and students.

Target Groups

1.15 People With Disabilities: The project will increase opportunities for people with disabilities by implementing the following measures:

- Providing access to facilities for Applefields Special School and Hob Moor Oaks Special School during curriculum time.
- Developing Study Support/out of school hours learning opportunities for special school students through the School Sports Partnership Programme.
- Developing secondary school leadership programmes to provide assistance for disability sports activities.
- Providing training and coach education to increase the number of volunteers, leaders and coaches supporting disability sport.
- Consulting with the Sport & Active Leisure, local disability partners and the Yorkshire Federation for Disability Sports to plan appropriate programmes for people with disabilities and to promote opportunities to individuals and groups.
- The facility will comply with all Sport England guidance notes regarding access by people with disabilities.
- Build on the success of achieving the Inclusive Mark from IFI (Inclusive Fitness Initiative) and ensure the criteria is continually met for reassessments.

1.16 Girls and Women: The project will develop opportunities for girls and women, and increase their participation by implementing the following measures:

- Developing effective consultation with girls through the Nike Girls in Sport project and through York High School Student Voice activities.
- Implementing curriculum changes in response to girls' views.
- Providing new opportunities and offering a wider choice of activities in PE and sport, through a girls football project, and new dance and health and fitness activities.
- Encouraging women to play sport through a Return to Sport programme linked to the Activity User Groups using the facilities.
- Increasing the number of female leaders and coaches to provide positive role models.

- Developing a female friendly community sports programme including women only sessions.
- Developing marketing campaigns that specifically target women.
- Ensuring that promotional materials reflect positive images of women and girls being physically active.

1.17 The Financially Disadvantaged: The local community area includes an area where employment is characterised by low paid and part-time work and a large part of the population rely on benefits for a significant part of their income. The SCMC will develop a pricing policy to meet the needs of families and individuals on low incomes.

1.18 Groups Identified by the Primary Care Trust: Consultation with the Primary Care Trust and the Priory Medical Centre has identified the following activities to be provided through partnership working:

- Exercise on Prescription courses for adults.
- Consultation sessions and exercise programmes targeting obese adults and adolescents.
- Exercise programmes and social interaction for the 60+ community, including Extend chair based exercise for immobile and elderly people.
- Exercise programmes targeting post-natal women and young families linked to the Sure Start programme.
- Referrals to physical activity programmes such as a Walk Your Way to Health programme, which will be based at the Project.

1.19 The role of the Leisure Centre Manager includes responsibility for marketing and promotion.

1.20 There will be significant involvement of stakeholders in this project through the Activity User Groups. This will ensure that the needs of partner groups and organisations are met.

Pricing

1.21 The Project will support the principles of the City of York Council pricing policy including the application of the YorkCard, so that the pricing scheme is complementary to that of other local authority services.

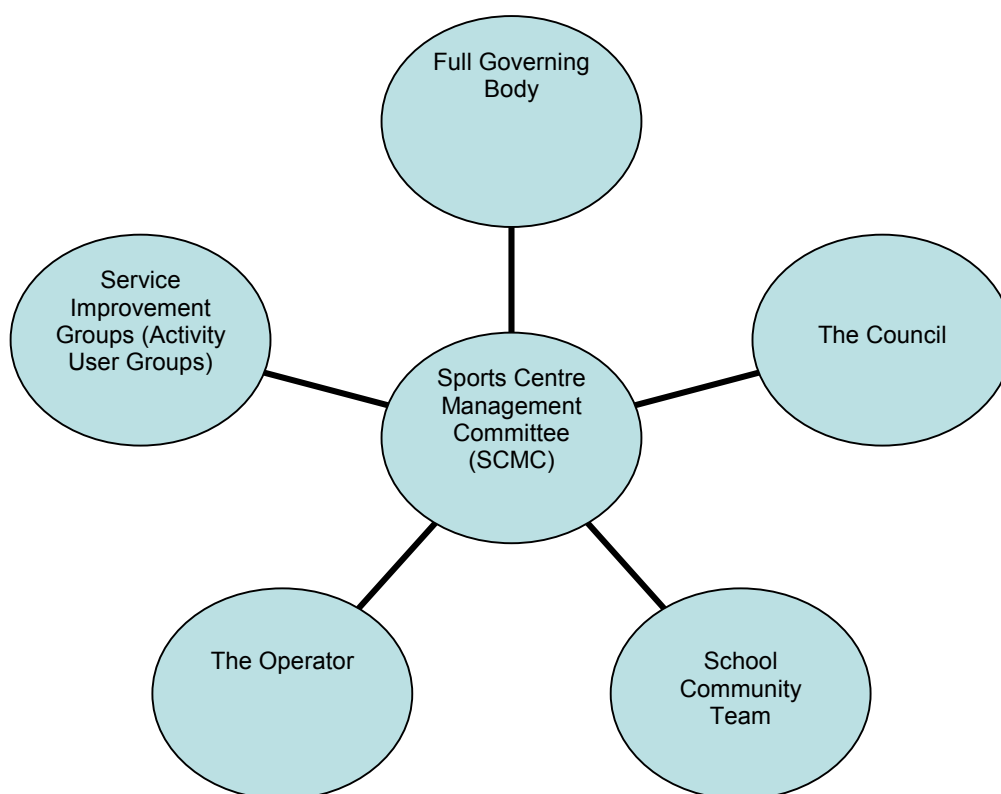
1.22 Income generation from “profitable” activities will be used to cross subsidise the Projects sports development activities and programmes aimed at increasing participation by target groups.

1.23 The project will develop a reward scheme for customer retention. Local agreements and “in kind” deals between clubs and the partnership to share resources in return of free or reduced lets can also be authorised by the facility manager.

Section Two: Roles and Responsibilities

Introduction

- 2.1 The School's Full Governing Body is legally accountable for both curriculum and community delivery and activity within the Project.
- 2.2 A sub committee called the 'Sports centre management committee' (SCMC) will have the decision making authority as agree by the full governing body. Information would be reported back to the full governing body via minutes and likewise they would feedback to the SCMC.
- 2.3 **The structure of the committee's**



The Sports Centre Management Committee (SCMC)

- 2.4 The SCMC with its delegated authority to manage and make decisions for the project, will consist of: a minimum of two school governors, the School's Head Teacher, the School's Business and Community Manager, Head of Sport and Active Leisure and the Leisure Centre Manager (the operator), or their representatives. The SCMC will meet every two months (as a minimum) in order to:
- ⇒ Make decisions in line with the committees terms of reference
 - ⇒ Ensure effective implementation of this agreement
 - ⇒ Monitor and oversee the financial arrangements for the Project and agree corrective action as necessary
 - ⇒ Receive monitoring reports on the progress of the sports development plans
 - ⇒ Oversee the performance of the operator and ensure that the terms of the Service Level Agreement are met
 - ⇒ Agree expenditure from the sinking funds
 - ⇒ Plan for future developments and investments
- 2.5 Day to day management of this project will be delegated to the operator team. The school will provide a "client function" to monitor the operator team.

The Operator Team

- 2.6 The SCMC will ensure that the Project is staffed by a high quality operator team capable of playing a proactive sports development role and having the skills to deliver a high quality service to meet the needs of the project. The operator team will be managed and led by a Leisure Centre Manager who will undertake the daily management and operation of the sports facilities and community programmes.
- 2.7 The role of the Leisure Centre Manager includes responsibility for:
- All financial control to include: income and expenditure systems, financial reports to SCMC, working directly with the school's finance team [SA1] and managing all systems to comply with CYC auditing protocols.
 - Control of the leisure centre building including access and programming of all activity areas, providing a robust system to allow PE curriculum and reasonable extra-curricular programming, health and safety procedures, maintenance planned and reactive, cleaning and quality standards.
 - Sport Development Plans for the project
 - Marketing and promotions - A planned approach to all activity as identified through a marketing plan.
 - Quality management and continuous improvement - implement and maintain systems to include complaint handling, customer satisfaction and feedback.
 - Stakeholder involvement – Communicate with all stakeholders and engage with as appropriate, lead customer forums to strategic steering groups.
 - Providing reports and information as requested by the client manager
- 2.8 The operator team must remain "quality assured" using a quality management system which has been certified or accredited, such as Quest, designed to improve organisational performance and achieve success in the following dimensions:

- Customer focus.
- Leadership.
- Employee involvement.
- Process and systems approach.
- Continuous improvement.

School Community Team

2.9 The role of the school's Community team will be to provide the SCMC reports on the performance of the operator and project. This team is led by the Business & Community Manager as "the client" and includes involvement from other school support services. This client role will include responsibility for:

- Client management of the operator team monitoring:
 - Staffing levels and costs.
 - Customer satisfaction.
 - Quality standards e.g. cleanliness
 - Health and safety.
 - Financial procedures.
 - Sports development targets.
- New business generation.
- Provide financial accounting as part of the extended schools service.
- Sourcing of extended funding for the project through writing of grants, seeking sponsorship, partnership with outside bodies, etc.
- Maximising community use of the whole site.

Service Improvement Groups – Activity User Groups

2.10 The operator will set up activity user groups with the aim to receive direct feedback from actual users (individuals, teams, clubs and organisations) in the development of activities, facilities and future plans. For example, the climbing user group will be asked for feedback on route setting, competition opportunities and pricing to enable the operator to provide a customer focused service.

2.11 These user groups will be identified and agreed with the SCMC to feed into strategic plans.

The Council

2.12 The Council will:

- ⇒ Provide an annual grant to the Project to support the community delivery aspects of the Project
- ⇒ Provide professional advice and guidance for the Project
- ⇒ Ensure that the Project is clearly connected with Active York and the City's sport and active leisure strategy

2.13 Until 31 March 2011 the operator team will be provided by the Council's Sport & Active Leisure Service. From 1 October 2010 York High School governors can at any time give 6 months' notice to terminate that arrangement.

2.14 Should the SCMC terminate the initial staffing arrangement it will conduct a process for determining how the staff team will be provided that:

- ⇒ Complies with the Council's Financial Regulations
- ⇒ Ensures Best Value
- ⇒ Benchmarks favourably against the current operator arrangement
- ⇒ Will ensure delivery of this SLA
- ⇒ Will comply with all relevant legislation including TUPE

Overview

2.15 The following table provides an outline of the delegated authority:

	The Community Team	SCMC	The Activity User Groups	The Operator team
Approval for the strategic direction of the project		X		
Production of annual business, finance, marketing and promotional plans				X
Produce, develop and implement the sports development plans				X
Setting overall pricing policy and annual review		X		
Setting prices and offering free or reduced priced promotional activities				X
Employing the Operator		X		
Client role including monitoring and reporting on the operators performance	X			
Performance monitoring and reporting of income, expenditure and cash flow on a weekly basis				X
Day to day operation of the facility including all aspects of health and safety				X
Responsibility of management of bookings				X
Programming and timetabling of sports facilities to maximise community use whilst ensuring delivery of a high quality curriculum				X
Authorisation of any additional major activity		X		

or expenditure outside the business and financial plan				
Joint approach to whole site issues including health & safety, fire procedures, etc.	X			X
Financial administration including processing of orders, invoices, income, maintaining financial records and monitoring				X
Financial accounting for the projects extended school bank account including grant payments to the operator and manage sinking funds appropriately.	X			
Reviewing the quality of provision from both school and operator staff		X		
Employment of operator staff				X
Consulting the community through activity user groups and non user surveys				X
Developing use of the facility by new groups	X		X	X
Monitor the quality of service provision by reporting on customer satisfaction				X
Ensure effective programme in place for planned and reactive maintenance				X
Seeking new business opportunities and sources of funding	X			X

Contact and communication

2.16 The principal contact within the Council's Communities and Culture Department is the Head of Sport and Active Leisure. The principal contact within York High School is the Business & Community Manager.

Section Three: The Financial Arrangements

Introduction

- 3.1 The School will be the accountable body for the Project under powers granted by the Education Act 2002.
- 3.2 The School will establish a separate bank account for the Project to be managed as an extended school service. This fund will be ring-fenced to the Project.
- 3.3 The Council will pay an annual grant to the School. The level of grant will be set out in the agreed Financial Plan. This grant will be paid in advance, in two instalments. The grant will be annually adjusted based on a composite of 3 inflation rates that the Council uses in its own budget process. The Council may also adjust the grant to reflect other factors, for example, impact of salary costs, loan repayments or where longer term savings have been identified. The Council will inform the SCMC by 1 January in each year of the level of grant that it will make available in the following financial year.
- 3.4 An associated sinking fund will be established in the extended school bank account and managed by SCMC, to hold funds to be used for long term maintenance and renewal of facilities. A capital renewals schedule is required to reflect the asset management plan and future sustainability of the venue. The level of payment into the sinking fund will be as set out in the Financial Plan. Expenditure from the sinking fund is to be approved by the SCMC.
- 3.5 The school will pay a management fee to the Operator team. This fee will be paid in two, six monthly instalments in advance. The level of fee will be as set out in the financial plan to cover all the transactional costs of running the service.
- 3.6 The operator will be responsible for managing all the financial transactions of income and expenditure using their own business and financial management systems. The operator is responsible to audit their own systems and share the reports with the SCMC. As part of the client role the school must have the ability to audit the operator if it feels necessary.
- 3.7 The operator at year end will report back to the SCMC the financial performance and any surplus paid back to the project (YHS Extended school account) to supplement the sink funds.

Managing the Operational Surplus/Deficit

- 3.8 Any surplus at the end of the financial year over and above the target set out in the Financial Plan will be divided in two: Half will stay within the project and half will be paid to the Council, up to the value of the grant paid in the year the surplus was made. Amounts over the level of the grant awarded would go to the project. Any deficit will be handled in the first instance by reducing the amount to be paid into the sinking funds in that particular year.

- 3.9 In the event of the Project falling short of projected income by a greater amount than can be compensated by reduced payments as set out in 3.11 above, the Leisure Centre Manager must manage this in the first instance by adjustment of programming, pricing and staffing. Any ongoing problem must be reported to the SCMC and then to the Full Governors and the School Funding and Monitoring Officer in the CANS finance team at the earliest opportunity so that any necessary action can be agreed.

Section Four: Management and Administration

Agreement Period

- 4.1 This SLA will operate from February 2011 until 31 March 2016.
- 4.2 This SLA will be reviewed annually and will be amended as appropriate by agreement of the School and the Council in the light of continuous service improvement and changes in Council policy reflecting the needs of customers and developing service objectives.

Premises

- 4.3 As a dual use building, premises costs are complex to apportion between the School, for educational services and the Project, for community sport. The Local Agreement defines three types of area:
 - Swimming pool facilities
 - Shared areas
 - School areas
- 4.4 Planned maintenance revenue costs: these will be made by the operator from project funds within budget limits set out in the agreed Financial Plan. A contribution from the school must be made to cover the level of educational use. The apportionment will be itemised in the Financial Plan to reflect the appropriate level of contribution to each contract.
- 4.5 Reactive maintenance revenue costs: these will be made by the operator from project funds within budget limits set out in the agreed Financial Plan. However, due to the nature of some reactive maintenance issues, the apportionment between the School and the Project will be dealt with on a case by case basis.
- 4.6 Other revenue premises costs (Energy, cleaning, rates, refuse collections): these shall be apportioned between the School and the Project according to the level of community use and educational use. Where costs can not be broken down clearly, a formula is to be used of 70% project and 30% school. This formula will be reviewed annually as part of the financial planning process.
- 4.7 Project sinking funds are required to establish capital renewal plans and long term maintenance. Annual payments made into a sinking fund are set out in the financial plan. There are two sinking funds to be held in the schools extended school bank account:
 - Synthetic Turf Pitch sinking fund – As a Sport England requirement the project must provide a future fund to replace the surface at the end of its life.
 - Project sinking fund – This fund is required to consider the building requirements for the next 20 years and ensure reinvestment and replacement to allow the facility to operate safely and effectively.

- 4.8 The school have responsibility for capital replacement costs of the rest of the facilities (with the exception of the swimming pool facilities – See below) as detailed in the local agreement as “shared areas” and “school” areas. The project is expected to contribute to the capital replacement as identified in the Asset Management Plan but apportioned between the School and the Project according to the level of community use verse educational use.
- 4.9 Responsibility for the capital renewal of the “swimming pool facilities” as detailed in the Local Agreement will be as follows:
- Foreseeable major capital renewal and replacement of plant, equipment, amenities and fittings for example; replacement of filters and plant, lockers and cubicles, floor finishes. These items will be identified in the Asset Management Plan to reflect the requirements of the building maintenance guide. These will be covered from the project sinking fund.
 - Unforeseeable building failures for which it is not feasible to make financial plans e.g. failure of the tank or building structure, will be the responsibility of the Council.
- 4.10 Building insurance and third party/public liability insurance is the responsibility of both the Council and the School. Under the current arrangements both parties are co-insured under one policy.

Monitoring and review

- 4.11 Review meetings between the Business & Community Manager and the Leisure Centre Manager will be held monthly to discuss operational, performance and budget issues. They will report jointly to the SCMC.
- 4.12 Service standards and performance indicators are set out in the SLA and the ongoing Improvement Plans. Service monitoring will be undertaken by the following methods:
- By achieving nationally recognised standards for quality e.g. QUEST, IFI Mark, NGB approved centre
 - By analysis and benchmarking of national and local service standards
 - By jointly setting targets and performance indicators
 - Through a variety of customer surveys ranging from the city wide Residents Opinion Survey to site specific surveys

Reporting arrangements

- 4.13 The Project must maintain a range of documents to ensure a planned and effectively delivered service, these include:
- Finance plan with detailed financial projections at least 3 years ahead. This forms part of this service level agreement.

- Sports development plan that will contribute to the process of sports development throughout the City of York as a whole.
- Marketing plan with detailed promotional calendar.
- Asset management plan.
- Health and safety plan.
- Quality assurance plan.

4.14 SCMC will report to:

- The Executive Member for Leisure, Culture and Social Inclusion (6 monthly)
- School Funding and Monitoring Officer in the ACE finance team (3 monthly)
- The full Governing Body (4 Monthly)

Charging Arrangements and Payment Procedure

4.15 The Council will make its first grant payment on the 1 April and the second payment on the 1 October each year, to the School's Extended School account.

4.16 The Operator will submit in writing at least 5 working days prior to the start of each period, a statement seeking payment for their services to the school. The statement will show the agreed amount due for planned work as set out in the agreed financial plan and the sums to be added in consideration for any additional work agreed in advance by the SCMC or Business & Community Manager.

4.17 Subject to checking and rectification at the first available monthly monitoring meeting the school will pay the Operator within 10 working days of receipt of the statement.

4.18 In the event of industrial action or any other reason that the operator is unable to facilitate the opening of the centre the SCMC reserves the right to operate the facility subject to the SCMC having insurance cover and being able to comply with all relevant regulations and legislation.

Arbitration

4.19 It is anticipated that any dispute over the terms of this agreement will be resolved by the officers responsible for its delivery in both organisations but, should a matter not be able to be resolved by discussion, then the matter will be referred to the Head of Civic, Legal and Democratic Services for resolution, whose decision will be binding on both parties.

Variations

4.20 The Council or School may make proposed variations to the terms of this service level agreement. Both parties must agree in writing to any variations, otherwise refer to arbitration.

Section Five: The Agreement

This agreement is made between

Signed:

Name in capitals

York High School

Date

and:

Signed

Name in capitals

Assistant Director of Communities and Culture

Date
