

# Programme Delivery 2024/25

## Programme Guidance and Terms and Conditions for Schools



### Programme Guidance - My Personal Best for Alternative Provision (PRU)

#### What will Schools receive from being involved?

Resources	E-Learning Packages	National Training	Regional Training	Local Training	Funding	Other
	X	X			X	X

<b>Challenges addressed through My Personal Best for Alternative Provision (PRU)</b>	
<ul style="list-style-type: none"> <li>• Developing character traits, like skills and leadership/employability in young people</li> <li>• Raising aspirations, narrowing the gap and enabling social mobility</li> <li>• Ensuring the inclusion of all young people</li> </ul>	
<b>Outcomes and impact</b>	
<b>For the School/Deliverer</b> <ul style="list-style-type: none"> <li>• Ensure school staff feel supported and have the required skills, resources and training to feel confident in developing learners' character.</li> <li>• Be supported to develop and apply life skills that will support young people to flourish in PE, school and fundamentally life</li> <li>• Be part of national community of practice with other PRUs and Alternative Provision Schools</li> </ul>	<b>For the Young People</b> <ul style="list-style-type: none"> <li>• Raising Aspirations of young people with additional support needs and those that support them to realise their potential in and through physical education and sport.</li> <li>• Experiencing success through achieving their personal best in physical education, in school, in work, as a citizen and in their personal life</li> </ul>
<b>What are the expectations for delivery by successful schools?</b>	
<ul style="list-style-type: none"> <li>• Submit all monitoring and evaluation reports on time and keep to all agreed and pre-set deadlines. Funding only released on receipt of adequate data reporting in December 2024, February 2025 and July 2025.</li> <li>• Attend (virtually) an initial programme briefing meeting with a member of SLT</li> <li>• Attend (virtually) a My PB PRU Character Education series of training and mentoring days (max. 2 hours per session – dates subject to school availability)</li> <li>• Be a brand ambassador for YST and its ethos, be an advocate for Inclusion and expert advisor on high quality inclusive practice for young people with additional support needs in Physical Education, School Sport and School Games working to enable SGO's, schools and other organisations across a county area.</li> </ul>	
<b>What support will successful schools receive from Youth Sport Trust</b>	
<ul style="list-style-type: none"> <li>• 1 x national My PB Character Education training course (valued at £1,250)- specifically tailored for young people attending PRU's.</li> <li>• My PB Character Education resources</li> <li>• £500 to support with coordinating initial impact assessments following training</li> <li>• Programme Manager/Development Coach Support from the Youth Sport Trust team</li> </ul>	

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- Pre and Post project calls with YST Programme Manager to discuss project delivery and project evaluation and feedback from schools
- Access to a Community of Practice with other Alternative Provision settings. As part of this programme, county areas will be provided with a YST tutor and mentor who will provide bespoke support to participating schools. The YST tutor will deliver a virtual programme briefing meeting and will organise a one-on-one session to develop an action plan for your school. In 2024-25, your school will be invited to take part and participate in community of practice virtual networking sessions. This support will be from May 2024 to July 2025 where your tutor will engage with you on a tailored basis (via a mix of email, phone, virtual technology such as Teams) to support the ongoing development, implementation and reflection on delivery and support you in adapting your existing practice to include and explicitly deliver life skills through PE.

### Evaluation and Monitoring

All schools taking part in a YST programme are required to complete a programme reporting survey to provide us with information on: the number of people taking part in the programme at your school, including an overall breakdown of young people's gender, ethnicity, eligibility for free school meals, and special educational needs and disabilities (SEND); any benefits of taking part in the programme; your views of the programme.

This information will be captured through an online survey which will be sent to you at the end of the academic year. There may also be a requirement to provide a maximum of two interim updates throughout the academic year as part of this programme reporting survey.

This programme will also be part of a wider research project that will help us to develop a greater understanding of how the programme is working and the benefits of taking part. This research may include, but is not limited to, surveys, observations, interactive activities, discussion groups or interviews with yourself, the young people taking part, and other stakeholders involved in the programme.

This information is important for us to understand how our programmes are being delivered and to demonstrate the reach and benefits of our work. It is crucial in supporting us to secure future funding to continue our work.

Supporting us with these research, monitoring and evaluation requirements is part of your commitment to the programme and your agreement with the YST.

### Contact Details

#### Youth Sport Trust Development Manager

Name: Kelly Gates

Email: [Kelly.gates@youthsporttrust.org](mailto:Kelly.gates@youthsporttrust.org)

Contact Number: 01509 462724

#### Youth Sport Trust Project Support

Name: Rebecca Tyers

Email: [Rebecca.tyers@youthsporttrust.org](mailto:Rebecca.tyers@youthsporttrust.org)

Contact Number: 01509 462661

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### Terms and Conditions for Schools

#### GENERAL

1. These terms and conditions apply to the delivery of any programme (“**the Programme**”) by a school (“**the School**”) on behalf of Youth Sport Trust (“**YST**”).
2. The School is deemed to have accepted these terms and conditions upon submission of an application or expression of interest to deliver the Programme.
3. Programmes may be subject to funding confirmation and therefore, there is no guarantee that the Programme will proceed.
4. The School will receive written confirmation from YST that they have been selected and approved to deliver the Programme. Selection decisions made by YST are final.

#### DELIVERY

5. Following confirmation of selection, the School shall comply with the expectations as set out in the Programme Guidance Document (“**PGD**”), including taking part in any research or evaluation of the Programme.
6. Where YST membership is a requirement for the School in relation to the delivery of the Programme, the School shall ensure that the membership fee is paid before any delivery commences.

#### FUNDING

7. Where applicable to the Programme, payment of funding will be subject to the achievement of key milestones and deliverables, as set out in the PGD.
8. At the end of the delivery, YST reserves the right to reclaim a percentage of any payments made, in proportion to any key milestones and deliverables not achieved by the School.
9. YST reserves the right to complete an onsite audit of the School, if the School:
  - a. is in (indirect) receipt of public funds through any of the monies paid to the School by YST; or
  - b. is in receipt of a total income from YST of more than £20,000 within a 12-month period; or
  - c. fails to submit reporting in compliance with the requirements of the Programme, as set out in the PGD.

#### SAFEGUARDING, EQUALITY, DIVERSITY AND INCLUSION

10. The School agrees to abide by the standards and principles of safeguarding good practice and the YST’s Safeguarding Policy, details of which and associated guidance can be found here: [www.youthsporttrust.org/safeguarding](http://www.youthsporttrust.org/safeguarding)
11. The School agrees to deliver the Programme in a fair, equitable and inclusive manner, with dignity and respect, and comply with the YST’s Equality & Diversity and Trans & Non-Binary Inclusion policies, which can be found here: [www.youthsporttrust.org/equality-and-diversity](http://www.youthsporttrust.org/equality-and-diversity).

#### INTELLECTUAL PROPERTY RIGHTS

“**Intellectual Property**” means mean all intellectual property rights, including (without limitation) patents, trade marks, service marks, trade or business names, goodwill, confidential information, database rights, rights in designs, copyrights, moral rights, and all inventions, know-how, and all

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similar and analogous rights, in each case whether registered or unregistered. 12. All and any use or application of the brand, association and goodwill comprised in the words “Youth Sport Trust” and any YST owned trademarks and logos by the School shall be strictly in accordance with the YST’s brand guidelines, a copy of which is available on request.

13. All Intellectual Property Rights in the content of the Programme and any related resources and materials are owned by YST (or licenced for use by YST) and, in delivering the Programme, the School will not obtain any rights whatsoever in such content, resources and materials.

14. The School shall not reproduce, use or distribute (including electronically) any Programme-related Intellectual Property, including but not limited to Programme content, resources and materials, other than for the sole purpose of delivery of the Programme.

### DATA PROTECTION

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018; the UK GDPR (as defined in the Data Protection Act 2018); the Privacy and Electronic Communications Directive 2002/58/EC (as it has effect in the United Kingdom from time to time) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

15. Neither party shall provide any personal data to the other party in connection with the Programme delivery, and, to the extent that the School processes personal data in connection with this Agreement, it acknowledges that it does so as an independent controller and shall comply with Data Protection Legislation.

16. During the course of the Programme delivery the YST may process personal data relating to School personnel. the School shall ensure that it makes such Personnel aware of the YST’s privacy policy, which is available at: [www.youthsporttrust.org/privacy-policy](http://www.youthsporttrust.org/privacy-policy).

### INSURANCE AND LIABILITY

“Insurance Policies” means, as a minimum, employer’s liability, public liability, and professional indemnity insurance cover.

17. The School shall ensure that Insurance Policies are taken out with reputable insurers against all relevant risks, on terms and for amounts consistent with normal business prudence.

18. Subject to clauses 19 and 20 below, YST’s entire liability to the School arising out of or in connection with these terms and conditions, regardless of the cause of action or legal liability, shall not exceed 100% of the Programme-related funding paid by YST to the School.

19. In no event shall YST be liable to the School for: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of use; loss or corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

20. Nothing in this Agreement shall limit or exclude the liability of YST or the School for: death or personal injury resulting from negligence; fraud; or fraudulent misrepresentation.

### FORCE MAJEURE

20. YST or the School will not be liable for any failure or delay in the delivery of the Programme, which is caused by circumstances beyond its reasonable control.

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21. Where such circumstances occur, Programme delivery obligations will be suspended for so long as such circumstances continue, or the Programme may be cancelled, in which case the School will be notified by YST.

#### **DISPUTES**

22. If any dispute shall arise out of or in connection with these terms and conditions, YST and the School agree to discuss such in good faith.