

Schedule 1: Terms of contract for The E- Learning Service Agreement and Schools/Referring Agencies	
Purpose	<ul style="list-style-type: none"> • This agreement describes the process to be adopted for successful on-line educational provision young people. • The purpose of this agreement is to ensure that all components and commitments are in place to provide an agreed service provision to support pupils taking advantage of E-Learning Service ('ELS') provision. • The respective representatives can use this agreement to facilitate the planning process and improve the success of provision.
Payment	<ul style="list-style-type: none"> • From September 2019 the amount of payment will be £35 + VAT per week for each subject. This will comprise a maximum 4 hours of provision each week which will include 3 one-hour lessons and access to a one-hour online tutorial with the subject teacher. • The pupil site and lessons will be available for the pupil to access within the first week of payment. • Provision will be deemed as chargeable whether or not a pupil accesses it and whether or not lessons are completed and Live-chats attended. A short term break in provision may be agreed to as an exception but should be negotiated with the ELS Manager. The assumption will be that provision will continue without interruption throughout school term times unless notified by the school or referring agency of an end to provision. • The ELS reserves the right not to continue with provision for a young person if it decides it is in the best interest of the child or its e-teachers to bring it to an end. The school or referring agency will be notified of this decision in writing. No reimbursement for past provision will be given. • Invoices will be raised monthly and payment should be made within 30 days of receipt. An annual increase will be levied reflecting the consumer price index at the start of each new academic year.
Provision	<ul style="list-style-type: none"> • The ELS will make available 3 one-hour lessons for each subject to be studied by the young person each week. If work is not returned in these lessons, they will remain in place until completed and schools & referring agencies will be charged for provision whether or not work is returned. • New work will be in place within 1 week of a young person returning a lesson. • If lessons are not completed for any reason, extra or 'catch-up' lessons will not be made available. • Only specialist subject e-teachers with significant experience in teaching their chosen subject area will be asked to set work for the young person. Notification of any change of teacher will be sent to the parent/carer. • Should the level or quantity of work be deemed inappropriate by the young person, parent/carer or school/referring agency the ELS should be informed after-which the issue will be considered with the e-teacher. As a result, the e-teacher may replace or add to the amount of work set but this will be at their discretion and within the context of wider learning objectives. • The ELS will provide a regular and set time during the week when subject teachers will be available to attend a one-hour Live-chat tutorial with pupils. This Live-chat will be shared with other young people. Should a young person be unable to attend for any reason, an alternative Livechat session will not be made available but the e-teacher will instead endeavour to answer any specific written queries from the pupil sent via the platform. The Livechat hour be charged whether the pupil attends or not. • Each subject will comprise 4 hours of provision as a standard package and as a minimum for each subject. This will comprise three one-hour lessons and a one-hour on-line Live-chat. • Where the ELS is responsible for preparing a young person for exams and for making the entry, it reserves the right to decide which Board and Syllabus will be followed for each subject being studied by the young person. Entries will be made through the referring school or agency exam office where at all possible. If the referring agency is not registered for exams, an alternative centre will be approached by the ELS on their behalf but no guarantee can be made that an external entry will be accepted for a private candidate. All costs of entry and invigilation will be paid by the referring school or agency.

TERMS AND CONDITIONS OF AGREEMENT

1 Service Provision

- 1.1 ELS shall provide the Services specified above in Schedule 1
- 1.2 In providing the Services ELS shall at all times provide the Services in accordance with Norfolk Local Safeguarding Children's Board Policies and Procedures available at www.PARENT/CARERcb.norfolk.gov.uk

2 ELS Staff

- 2.1 Staffing shall be adequate for the range of Services provided.
- 2.2 Staff shall be suitably vetted and trained and where necessary qualified.

3 Confidentiality

- 3.1 ELS shall:-
- 3.1.1 Comply with the provisions of the Data Protection Act 1998 or any statutory modification or re-enactment thereof.
- 3.1.2 Ensure that all persons employed by ELS and assisting ELS in the provision of the Services have access only to that client information which they need to know for the purpose of providing the Services and make use of any such information which they may acquire for no other purpose.
- 3.1.3 Make secure arrangements for the physical and computer storage of all data relating to clients, e.g. name and address records, care plan etc.

4 Financial Arrangements

- 4.1 The amount payable to ELS by the school or referring agency may be reviewed annually by the ELS and any variation shall take effect from 1 September for the forthcoming year. Any change will be given in writing with at least 6 weeks' notice.

5 Equal Opportunities

- 5.1 ELS shall maintain an equal opportunities policy in respect of users of the Services to ensure that access to and use of the Services is not prejudiced by reasons of the Service User's age, gender, sexual orientation, religious persuasion, racial origin and cultural and linguistic background except in accordance with the requirements of the Services to be provided.
- 5.2 ELS shall adopt and maintain policies to comply with its statutory obligations under the:
- Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000.
Sex Discrimination Act 1975 (as amended by the Sex Discrimination Act 1980 and the Employment Act 1989).
Disability Discrimination Act 1995.
Employment Equality (Age) Regulations 2006

ELS shall not treat one group of people less favourably than others because of their sex, colour, race, religion, nationality, ethnic origin, age or disability in relation to decisions to recruit, train or promote its personnel and in its dealings with service users or decisions in respect of the Services provided in this Agreement.

6. Child Protection

- 6.1 ELS shall be aware of and shall comply with the Norfolk Local Safeguarding Children Board procedures and protocols, in particular protocol 17 available at www.ELScb.norfolk.gov.uk

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8 Service Users Involvement in Service Delivery

- 8.1 ELS shall ensure that the service is run in the best interests of Service Users with quality assurance and quality monitoring systems in place to measure success in meeting the aims, objectives and statement of purpose of the service.

9 Complaints

- 9.1 ELS shall ensure that complaints are dealt with promptly and effectively with an initial response within 48 hours and that the complaint will be resolved within a maximum of 28 days, unless reasons are provided as to why this cannot be done.

A record will be kept of all complaints made and includes details of investigation and any action taken.

Equipment & Resources	<ul style="list-style-type: none"> • The ELS will use existing computer equipment and internet connections in the home to access on-line provision when available • Where computer equipment is not available, the ELS will arrange for delivery of a computer during the training session. Once delivered, this computer will become the sole responsibility of the pupil's family. The ELS cannot accept any liability, harm or damage resulting from the use of the computer by the student or any other person once delivered. • Should a 2nd replacement computer be needed, the ELS may approach the referring agency to help with the cost of this replacement especially if it believes that damage to the original computer was avoidable. • When an internet connection is not available in the home, the ELS may be unable to set up on-line provision for the young person. It will explore alternative options with the school and may set up provision at an alternative venue if this is feasible or borrow a mobile internet dongle from the school for home provision if this is available for the young person. With the school's agreement, the ELS may provide a mobile internet dongle for the student. All purchase costs associated with the dongle will be passed on to the school. These may include additional costs if the student deliberately bypasses the restrictions put in place on it. Weekly checks of mobile dongle costs will be made by the ELS to prevent this or to detect early misuse. • As work will be done on-line, the ELS will not provide a printer or scanner for the young person and all files will be returned and delivered electronically. • Text books will not generally be provided as on-line resources and software will be used. Where these are deemed necessary by the e-teacher or in order for students to follow the school board and syllabus, schools and referring agencies may be asked to pay for these on behalf of their student.
Length of provision	<ul style="list-style-type: none"> • Provision can continue for as long as needed after a minimum of 6 weeks and the ELS will assume provision will continue unless notified otherwise. • If provision is no longer needed, referring schools and agencies should notify the ELS of this by phone, email or letter. Provision will end at the end of the week of notification.
Working hours	<ul style="list-style-type: none"> • Lessons will be provided during school term times only. There will be no provision during the Norfolk school holiday periods and no charges will be made during these times. Details of holidays can be found on local authority websites. Occasional bank holiday Mondays will not affect the cost being charged per week to the school or commissioning agency unless more than 20 hours of e-learning provision are being offered to the student. In this instance, a deduction will be made pro rata. • During term time, the ELS office will be open from 9.00 to 16.00 with a telephone message service being available at all times. All telephone messages left after hours, in addition to any emails sent, will be responded to within 48 hours whenever possible during term time.
Initial training	<ul style="list-style-type: none"> • Following receipt of a referral form, the ELS will contact the parent/carer to arrange a time to visit the home in order to complete an initial training session with the young person. Whenever possible the training will be within a week of referral. • The ELS reserves the right to refuse to visit any family home where there is a perceived threat of harm to staff
Monitoring of provision	<ul style="list-style-type: none"> • The ELS will make available to the parent/carer log-in details for the web-site and will provide training during the induction session to show the parent/carer how to oversee the work returned by their child. Using this means, parent/carers will be able to check whether work has been returned, Live-chats attended and also to monitor the grades and comments given by e-teachers for the work submitted. • E-teachers will check return of work each week, mark it and replace completed lessons with new work within a week of receiving completed work. • The ELS provides an actively monitored service and return of work will be regularly checked centrally. After the initial 6 week period, if a young person has not returned work in a subject, the ELS will take steps to help the student engage. This may include further trainer visits to the home. • Each term, e-teachers will write comments for the young person on a report. These will be made available to the referring school or agency and can be shared with the student and parents/carers. • When young people have submitted excellent work, this will be celebrated by the awarding of merit certificates which will be shared with their school.

- 10 Dispute Resolution
- 10.1 The parties will use their best endeavours to resolve by agreement any dispute between them with respect to any matter relating to this Agreement.
- 10.2 If either party considers that the other has failed to comply with the terms of this Agreement, then the following will happen:
- (a) The matter shall be discussed at a meeting between the school/referring agency and the ELS's representative within 28 working days of either party notifying the other party of the matter of non-compliance.
- (b) If not resolved, then a meeting will be arranged between Senior Management from the ELS and the school/referring agency. Again this may be called at the request of either party and should take place within 28 working days of the meeting having taken place under sub-condition 10.2 above.
- 11 Monitoring
- 11.1 ELS shall record the information specified in Schedule 1 and make it available to the representative of the school or referring agency upon request.
- 11.2 When this agreement is reviewed or changed by the ELS, the changes will be made available to the school or referring agency in writing.
- 12 Termination
- 12.1 This contract shall be terminated immediately on the happening of any of the following:
- 12.1.1 The expiry of any notice in writing given by one party to the other, such notice to be of the length specified in Schedule 1.
- 12.1.2 On ELS becoming bankrupt or making a composition or arrangement with its creditors, or having a proposal for the voluntary composition or arrangement of debts, or arrangement approved in accordance with the Insolvency Act 1986.
- 12.1.3 If ELS commits an offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 12.1.4 On the breach of this Agreement by either party after one month's notice to remedy the breach has been given to the party in default who has not remedied the breach within the one month period.
- 12.1.5 If payment is not received by the ELS for provision as stated in Schedule 1
- 13 Health and Safety
- 13.1 ELS and all persons (including any sub-contractors) employed shall, throughout the period of this Contract, comply fully with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations, and any other Acts, Regulations and Approved Codes of Practice relating to the Health and Safety of employees and others who may be affected by ELS's work activities.
- 14 Provision for Exclusion of Third Party Rights of Enforcement
- The Parties hereby agree that they do not intend that any third party which may benefit from this Agreement or part of it, shall have any rights of enforcement under the Contracts (Rights of Third parties) Act 1999.
- 15 Miscellaneous
- 15.1 The referring school or agency and ELS warrant that they each have the power to enter into this Agreement, and have obtained all necessary approvals to do so.
- 15.2 ELS shall not assign or sub-contract any of its rights or duties under this agreement without the consent in writing of the referring school or agency
- 16 Laws, Regulations, Bylaws
- 16.1 ELS shall observe and comply with all statutes and regulation of local, statutory and authorities applicable to the Services.
- 16.2 This Agreement shall be governed by and Construed in accordance with English Law.

