



[Insert Contact Name,  
Contact Job Title,  
School Name,  
School address  
Date]

Dear [INSERT NAME OF SCHOOL CONTACT]

We are delighted that [School name] (“**the School**”/“**you**”) have agreed to work with Number Champions, Registered charity 1180340 (“**us**”) to support children in your school with mathematics (“the Engagement”).

This letter and the attached Terms and Conditions set out the Agreement between the School and Number Champions. Please review the contents carefully as they provide important information in relation to the Engagement between you and us and the responsibilities of both parties.

It has been agreed that the Engagement between us will consist of the following:-

1. The School will identify children from school years two and/or three who have not acquired maths skills appropriate for their school year and who the School reasonably believes could improve their skills and confidence in maths with one-to-one support (“**Children**” or “**Child**”).
2. Number Champions agrees to supply trained in-school volunteers (“**Volunteers**”) who will work one-to-one with each Child. These sessions (“**Sessions**”) will take place in school, during the school day, outside the classroom. The intention of this intervention (“**Intervention**”) is to help the Child acquire missing maths skills and to develop confidence and enjoyment in the subject.
3. For the school year [2020-21] Number Champions will make reasonable efforts to provide [3] Volunteers to the School who will run weekly Sessions over the full school year from a **Start Date** not later than [13<sup>th</sup> November 2020] and to be advised by the school by [16<sup>th</sup> October 2020]. For each Volunteer, the School will assign [3] Children.
4. The Coordinators assigned by each party and identified on the signature page of this Agreement shall make reasonable efforts to engage with each other regularly in order to assist the smooth running of the Engagement.
5. The parties shall be entitled by written agreement (including email) between the Coordinators to vary the number of Volunteers provided to the School and/or the number of Children supported without changing the Fee defined in the Terms and Conditions. Any change in the Fee requires Number Champions and the School agreeing and signing an amendment to this Agreement.
6. The School shall not, without the explicit agreement of Number Champions, assign Children who it has reason to believe may have learning difficulties impacting their acquisition of maths skills. Where Number Champions identifies that a Child is not suitable for the Intervention, the School will investigate the circumstances. Both parties will use all reasonable endeavours to resolve the situation, either by the Volunteer and Number Champions agreeing with the School a strategy for continuing to work with the Child or by the School substituting a different Child.

7. The School will complete those forms identified in the Terms and Conditions in relation to each Child within a reasonable period of request from Number Champions. The School understands these are an important administrative tool for Number Champions and are necessary for safeguarding of children, and that they also provide information to enable evaluation of the progress of the Children and the impact of the Intervention.
8. Both parties agree to participate in a formal meeting between the Coordinators of the School and Number Champions in June or July to evaluate the performance of the scheme during the year.

In consideration for provision of the Volunteers the School will make payment of the Fees as set out in the Terms and Conditions to Number Champions, on receipt of a valid invoice.

The Engagement will commence on the Start Date and end on 31<sup>st</sup> July 2021 unless terminated earlier in accordance with the Terms and Conditions.

Please have this Agreement reviewed by the School's business manager or appropriately authorised person to ensure that you are in agreement with all terms and conditions of this Agreement. Please also add the details required on the signature page namely:-

- your Coordinator who will liaise with Number Champions on all aspects of the Engagement,
- your Administrator who will liaise with Number Champions on payment of Fees, and
- your bank account details for use in case a refund of Fees already paid by the School is due.

Please then have a copy of this Agreement signed by an authorised signatory of the School, and returned within 30 days of the date of this letter to the Number Champions Coordinator to confirm your acceptance of the terms of this Agreement. A PDF by email is acceptable. Number Champions will then sign and return a PDF copy of the Agreement to you within a further 30 days.

Please note that our volunteers cannot work in your school until we have a signed agreement.

We look forward to working with you.

Yours sincerely,

**[INSERT NAME]**

## Terms and Conditions of the Agreement between Number Champions and [School]

### 1. Volunteers

- 1.1 The School shall meet each Volunteer proposed by Number Champions before the Start Date (or at a later date if the Volunteer is proposed by Number Champions at a later date) and shall be entitled to refuse to accept a Volunteer if they have reasonable grounds for so doing.
- 1.2 The School shall agree with each Volunteer before the Start Date (or if the Volunteer is proposed at a later date, on the date the School meets the Volunteer) the regular period(s) ("**Regular Period(s)**") during which the Volunteer will attend the school to run Sessions each week. Each Regular Period will be defined by a day of the week and a start time and an end time and will allow for Sessions of between 20 and 30 minutes with each Child. It is expected that most Volunteers will have only one Regular Period. By mutual agreement between the School and the Volunteer, the Volunteer may agree to have more than one Regular Period or to attend the School at a different or an additional time in a particular week.
- 1.3 The intention is that in most cases a Child will be with a Volunteer for the full year. If a Child leaves the School or will be absent for a long period or if the School reasonably decides that a Child is no longer benefiting from the Intervention or has benefited so much from the Intervention that it is appropriate to give another Child the opportunity, then the School may substitute a Child for the original Child. In such cases it shall give notice of at least a week to the Volunteer and Number Champions and shall provide to Number Champions the appropriate forms and tests for the original Child and the new Child.
- 1.4 The School recognises that Number Champions relies on the goodwill of Volunteers and is not able to direct them as it could with paid employees. For example, there may be circumstances where a Volunteer leaves before the end of the school year. In such a case Number Champions shall make reasonable efforts to find a replacement Volunteer, whom the School shall accept unless it has reasonable grounds for not so doing.
- 1.5 The School further recognises that Volunteers may not be able to attend Sessions in every week in which these are scheduled. Number Champions shall impress upon Volunteers the need to inform the School in advance of all absences.
- 1.6 The School understands and agrees that the Fee Schedule set out below accommodates and provides fair compensation for any shortfall of Volunteers or Sessions.

### 2. Responsibilities of Number Champions

- 2.1 To ascertain the identity of each Volunteer, interview him or her to evaluate suitability, and obtain at least one personal reference.
- 2.2 Before each Volunteer starts in a school, to provide;
  - 2.2.1 training on working with children to support them with mathematics skills; and
  - 2.2.2 training on safeguarding.

- 2.3 To maintain an appropriate Safeguarding Policy and to procure that each Volunteer signs that he or she has read and is bound by this Policy.
- 2.4 To monitor the performance of the Volunteers.
- 2.5 To appoint a Coordinator identified on the signature page of this Agreement who shall liaise with the School to resolve any issues.
- 2.6 Through training and monitoring, to make reasonable efforts to procure that the Volunteers:-
  - 2.6.1 agree a schedule of Sessions with the School and advise any absences in advance;
  - 2.6.2 minimise absences and where possible advise the School in advance of absences;
  - 2.6.3 behave appropriately at all times on or near the School premises, taking the behaviour of teachers as a standard;
  - 2.6.4 follow all School policies where the school has informed the Volunteer and made the policy available to him or her;
  - 2.6.5 work sympathetically, carefully, and with imagination with the Children so as to help them improve their understanding of mathematics and their confidence in the subject;
  - 2.6.6 are responsive to email requests from teachers and from the administration of the School;
  - 2.6.7 keep a weekly log of attendance at the School, identifying whether non-attendance is due to the Volunteer being unable to attend or to the School being unable to make the Children available; and
  - 2.6.8 treat all sensitive information they obtain in relation to the Children and the School as confidential except to the extent that (i) they need to discuss these with Number Champions in the furtherance of the performance of their volunteering activities, (ii) they have a legal (or equivalent) responsibility to divulge information, or (iii) the information enters the public domain.
- 2.7 To advise the School where it believes that a particular Child is not appropriate for the Intervention.
- 2.8 To cooperate with the School where the latter has identified or believes that there is a safeguarding issue in relation to a Child or where there has been an allegation of a safeguarding issue in relation to a Child.
- 2.9 To hold public liability insurance and employer's liability insurance for at least five million pounds which covers all reasonably foreseeable risks arising from the presence of Volunteers or other Number Champions representatives on the School premises in furtherance of the Agreement. On request, Number Champions will provide a copy of insurance policies it holds to the School.

### **3. Responsibilities of the School**

- 3.1 To hold public liability insurance for at least five million pounds which covers all reasonably foreseeable risks arising from the presence of Volunteers or other Number Champions representatives on the School's premises in furtherance of the Agreement. On request, the School will provide a copy of insurance policies it holds to Number Champions.

- 3.2 To comply with all relevant legislation, codes and practices on Health and Safety, safeguarding, data protection, and privacy in relation to the Engagement and the Volunteers.
  - 3.3 To perform a DBS (Disclosure and Barring Service) check on the Volunteer before the Volunteer starts in the School, or otherwise to confirm that the Volunteer has a valid and current DBS certificate.
  - 3.4 To provide the Volunteer with an appropriate induction to the School, including:-
    - 3.4.1 the School's Safeguarding Policy and relevant contact details; and
    - 3.4.2 the School's Health and Safety Policy and all relevant associated information. This should cover, in particular, appropriate action in fire or other emergencies, and reporting procedures for accidents and unsafe situations. For the duration of the Covid 19 pandemic it should also cover arrangements to protect against infection.
  - 3.5 To take reasonable steps to ensure that the Volunteer complies with School policies, including giving timely feedback if the Volunteer is seen to carry out any non-compliant action.
  - 3.6 For each Child, including Children whom the School substitutes for other Children previously assigned, to procure that the teacher completes the following forms and tests and to consolidate these forms and tests and to return them to Number Champions in a timely manner:-
    - 3.6.1 In September (or at the time the Child is assigned) the "Teacher's selection of child" form; and
    - 3.6.2 In June or the first week of July (or at the time the Child is removed from the Engagement) the "Evaluation of impact by the teacher" form.All fields of these forms shall be completed.
- In addition, the School shall confirm to Number Champions which Child is assigned to which Volunteer.
- The School shall give a copy of the "Teacher's selection of child" form to the Volunteer who works with the Child.
- 3.7 To provide a central staff contact who shall liaise with Number Champions as needed. This contact shall be identified as the Coordinator on the signature page of this Agreement. The Coordinator shall be a point of contact for all Volunteers and shall make reasonable efforts to be responsive to email communication from Number Champions or from Volunteers and to have face-to-face meetings as requested, provided that these are not unduly frequent.
  - 3.8 To put in place a contact person or persons for the Volunteer for day-to-day liaison on health and safety and safeguarding.
  - 3.9 When Children are assigned to a Volunteer, to establish a mechanism whereby the Volunteer and teacher can exchange relevant information about the Child in a timely manner, whether by exchanging email addresses or by some other route acceptable to the Volunteer and teacher.
  - 3.10 To keep Number Champions and its Volunteers informed on a timely basis of matters impacting them such as days when school classes will not be available for Sessions with Volunteers.

- 3.11 Not unreasonably to withhold permission for Number Champions to have someone observe a Session between a Child and a Volunteer, provided that Number Champions explains the purpose of the observation and gives any material details required about the person, and provided that such requests are infrequent. It is noted that Number Champions aims to have each Volunteer observed at least once during the year to help maintain and improve the quality of the Intervention.
- 3.12 To procure that teachers:-
- 3.12.1 give feedback on each Child to the Volunteers formally in January in a face-to-face session and informally throughout the year where they believe this will help improve the Intervention for a Child or Volunteer.
  - 3.12.2 are responsive to email communication from Volunteers;
  - 3.12.3 escalate any issues they may have with the Intervention to the School's Coordinator, who as necessary will discuss with the Volunteer or Number Champions;
  - 3.12.4 are proactive in providing the Volunteer with information in a timely manner which may help them in improving the outcome of the Intervention for the Child, particularly where the teacher identifies that despite the continuing intervention the child does not appear to be progressing in skills or confidence. This may include making direct requests for a specific activity to be included in a Session, which requests should not be made frequently; and
  - 3.12.5 When requested by a Volunteer for a Session, cooperate in giving access to teaching resources such as Numicon where these are available and not required elsewhere.
- 3.13 To cooperate with Number Champions where the latter has identified or believes that there is a safeguarding issue in relation to a Child or where there has been an allegation of a safeguarding issue in relation to a Child.
- 3.14 To make reasonable efforts to procure that Volunteers are treated with respect at all times and in line with best practice in relation to treatment of teachers and other volunteers at the School.

#### 4. Data Protection

- 4.1 Compliance with Data Protection Laws  
Number Champions and the School will at all times comply with each of their respective obligations as separate data controllers under the Data Protection Act 2018 and relevant privacy legislation, as amended from time to time (the "**Data Protection Laws**"). Number Champions and the School shall cooperate to assist each other, on receipt of a reasonable request in writing setting out the nature of the assistance required, to enable each to comply with its obligations under the Data Protection Laws.
- 4.2 Purpose  
The School shall provide Number Champions with personal data only insofar as this is required to fulfil the Purpose defined below. The School will provide the data in the form set out in Clause 4.5 below. In particular, the School will provide only the first name of each Child, plus, if necessary, the minimum leading letters of the surname to identify the Child uniquely on the class roll.

The School's purpose in providing personal data to Number Champions is to enable Number Champions to help the Child acquire missing maths skills, to develop confidence and enjoyment in the subject and to provide statistical information for analysis and research (the "**Purpose**").

- 4.3 Number Champions shall record each Child's name as above, and if it discovers any record containing the Child's full name it will remove the full name immediately. Number Champions will instruct Volunteers on the legal requirements on privacy and will require each Volunteer to sign a confidentiality agreement.
- 4.4 Number Champions shall redact all documents and electronic files a year after the end of the school year in which they are created to: (a) remove the name of each Child; and (b) change the class name to the school year.
- 4.5 Number Champions shall hold the following data provided by the School:
- Class
  - First name and the minimum leading letters of the surname needed to allow the School to identify the Child uniquely from the class roll
  - Gender
  - Quarter of birth (Sep/Oct/Nov, Dec/Jan/Feb, Mar/Apr/May, or Jun/Jul/Aug)
  - School year of birth
  - Form "Teacher's selection of child" giving the teacher's evaluation of the child's needs for support with maths skills at the start of the school year
  - Form 'Evaluation of impact by teacher' giving the teacher's evaluation of the Child's progress in maths skills at the end of the school year.
- 4.6 Retention of data  
The name of each child provided by the School will be held for the school year of acquisition and the following school year, and will then be deleted. The name of the class will be held for the same period and then overwritten with the school year, so as further to prevent the data being linked to the individual Child. Physical evaluation forms and any filed electronic copies thereof will also be deleted at this time. The remaining data, which will not contain personal data, will be kept indefinitely for analysis and research.
- 4.7 Transfer of personal data  
Number Champions shall not transfer personal data to any third party except for the following purposes:
- (i) The back-up of data to make sure that it can be recovered in the event of systems failure. Such transfer shall be made only to a business which gives contractual assurance there are adequate controls in place for the security of the personal data within the standards required by UK Data Protection Laws; or
  - (ii) A requirement by law, regulatory obligation, or court order to transfer personal data to a third party or where the transfer of personal data is necessary for the establishment, exercise or defence of Number Champions's legal rights; or
  - (iii) the audit of Number Champions's processes by a UK academic or accounting organisation which is generally recognised as reputable in this field and provided that it confirms in writing that it will not share the personal data with any other third party.
- Number Champions may make data excluding personal data available for educational research to UK academic organisations which are generally recognised as reputable.
- 4.8 Data Breach  
Upon becoming aware of a data breach affecting personal data processed under this Engagement, Number Champions shall promptly notify the School without undue delay

and provide the School with a reasonable description of the breach promptly upon such information becoming available. Number Champions shall take all measures to mitigate any adverse effects of any such breach on the School and the affected data subjects and take adequate remedial measures after the breach has occurred.

## 5. Fees

The School will make payment of fees to Number Champions in consideration for provision of Volunteers and other elements of the Engagement ("**Fees**") as follows:-

- 5.1 An annual Fee of £60 per Child based on a minimum of 20 Sessions in an academic year. Where the Volunteer has come to Number Champions through an initiative of the School such as an email to its parent community or networking by the staff, the Fee per Child for that Volunteer shall be £30 ("**Introduced Volunteer**"). These fees per Child may be reduced as described in [5.6] below.
- 5.2 The calculation of the Fee will be based on the number of Children assigned to each Volunteer being as per this Agreement or subsequent signed amendment to this Agreement, even if the actual number of Children is varied up or down.
- 5.3 Where Number Champions provides fewer Volunteers than it has agreed to attempt to provide, it will not charge a Fee in respect of any Children nominally assigned to a missing Volunteer.
- 5.4 Where Number Champions provides more Volunteers than are specified in this Agreement or in a subsequent amendment to this Agreement, no Fee will be charged for the Children assigned to an additional Volunteer. If the parties wish to agree to increase the number of Volunteers and raise the Fee accordingly, a written amendment to this Agreement will be signed.
- 5.5 Fees are invoiceable by Number Champions and payable within one calendar month of the date of the invoice by electronic transfer to Number Champions's bank account given on the signature page of this Agreement. Number Champions will make all reasonable efforts to invoice in the autumn term. Fees are currently net of VAT; however, should Number Champions become registered for VAT, VAT will become payable on the sums defined here.
- 5.6 Where a Volunteer (together with any replacement) provides fewer than a total of 20 Chargeable Sessions (defined below) in the year, the Fee will be reduced to the figure in the following table ("**Fee Reduction**"):

Chargeable Sessions	Volunteer Fee	Introduced Volunteer Fee
20 or more	£60	£30
19	£56	£28
18	£52	£26
17	£48	£24
16	£44	£22
15	£40	£20
14	£36	£18
13	£32	£16
12	£28	£14
11	£24	£12
10	£20	£10
9 or fewer	£0	£0

**A Chargeable Session** is a Session where a Volunteer has (i) worked with a Child at an agreed Session; or (ii) not worked with a Child but (a) made themselves available to work at an agreed time and the Child was not available/present; or (b) been advised that the Child will not be available at the allotted time, for example, as a result of a School trip. In the event of any disagreement between the School and Number Champions on the number of Chargeable Sessions, each side shall act in good faith and shall provide any information requested to help resolve the disagreement in a timely manner.

If the school is closed or is unable to accept the volunteer on a particular day because it is taking general precautions against Covid-19 infection, then provided that the school has informed the volunteer before that day, any session on that day shall not be a Chargeable Session. If the volunteer is not informed in advance and comes to the school, then any sessions shall be chargeable sessions.

Where, by agreement between the School and Number Champions, the School has provided fewer children than are stated in this Agreement (“**missing children**”), then where the Chargeable Sessions for a Volunteer for a Child or Children are fewer than 24, a reduction shall be made pro rata to the Fee for any missing children attributable to that Volunteer.

In the case of a Fee Reduction, Number Champions shall issue a credit note to the School by July of the school year, and shall make a repayment within one calendar month of any Fees paid above the net of the original invoice and the credit note. A repayment shall be made by electronic transfer to the bank account of the School given on the signature page of this Agreement.

## 6. Disputes

- 6.1 The parties agree that they wish to resolve disputes arising under the Engagement by way of good faith discussions where possible. Where one party believes the other to be in breach of this Agreement they will notify the other in writing (which may be by email), and the parties hereby agree to organise and attend a meeting within 10 School working days of such notification. The parties agree to discuss potential solutions in good faith.
- 6.2 In the event that (i) a party chooses not to attend a mutually agreed meeting; (ii) a party fails to agree a meeting date with reasonable effort on the part of the other party; or (iii) the parties are unable to reach an agreed resolution during the meeting or otherwise; either party shall be entitled to terminate the contract upon notice of 10 School working days.

- 6.3 Where either party terminates this Agreement, the School and Number Champions shall, in good faith, discuss and reach agreement on the Fee payable.

If they cannot reach agreement, the two parties shall discuss in good faith requesting the Education Department of the Local Authority in which the School is situated to recommend and/or offer a suitable person to arbitrate. Subject to the parties agreeing this, and to a proposed arbitrator being willing to act, and to the terms of any such arbitration being agreed by the two parties, they shall appoint the arbitrator and the decision of the arbitrator shall be accepted by both parties.

When the Fee payable is agreed, if the School has already paid a higher Fee, Number Champions shall issue a credit note and refund the difference within one month from the agreement. If the School has not already paid, then Number Champions shall within one month from the agreement issue a credit note for the full amount of the original invoice and issue a new invoice for the agreed Fee and the School shall then pay the Fee within one month. If Number Champions has not yet issued an invoice at the time of the agreement it shall issue an invoice for the agreed Fee within one month and the School shall then pay the Fee within one month.

## **7. Miscellaneous**

### **7.1 Survival**

Termination or expiration of this Agreement will not affect the rights and liabilities of the parties which are expressly or implicitly intended to survive termination, including, without limiting the foregoing, the provisions on data protection. Any such termination of this Agreement shall not preclude the right to recover actual damages resulting from the breach that led to such termination of this Agreement.

### **7.2 Governing Law**

These Terms and Conditions will be subject to English law and the non-exclusive jurisdiction of the English Court.

