

## **Number Champions Schools Partnership Agreement Terms and Conditions**

Number Champions is delighted to be partnering with you to support children with mathematics. These Terms and Conditions, together with our cover letter, set out the Agreement between us. It describes the arrangements and expectations for providing volunteers to your School, to help ensure your children get the most out of participating in our programme. The parties to this Agreement are Number Champions and the School whose details are set out in the cover letter.

### **1. Volunteers**

- 1.1 Number Champions will recruit and train volunteers to provide one-to-one support to children who are struggling with maths. The goal is to help the child develop confidence and enjoyment in maths, as well as developing their skills.
- 1.2 Number Champions will agree with the school how many volunteers we will endeavour to provide. This can be agreed, and varied, by email. For each volunteer provided by Number Champions, the School will usually be able to assign three children.
- 1.3 It is expected that volunteers will attend school weekly and run a 30-minute session with each child. These sessions will take place during the school day, separate from the classroom. We will agree the start date for the volunteer with the School.
- 1.4 The School recognises that Number Champions relies on the goodwill of volunteers, rather than paid staff. Volunteers may not be able to provide sessions every week of the school year, and their circumstances may change so they need to step down from their role.
- 1.5 The School may refuse to accept a volunteer (or replacement volunteer), if they have reasonable grounds for doing so.

### **2. Children**

- 2.1 The School will identify children from school years 2 and/or 3 who are not yet working at age-related expectations but could improve their confidence and skills in maths with one-to-one support delivered by a trained volunteer. Volunteers may support children past year 3, if the School and Number Champions agree to do so.
- 2.2 Number Champions does not specifically train its volunteers to work with children who have special educational needs and disabilities (SEND). However, if the school believes a child with SEND could benefit from support from a volunteer, the School may select that child and must inform Number Champions via the Child Selection Form.
- 2.3 Where Number Champions or a volunteer identifies that a child is not suited to this type of support, Number Champions will work with the School to seek a solution. This may in some circumstances include the volunteer working with a different child.
- 2.4 Where the School needs to substitute another child (for example, if a child leaves the School), it will give at least one week's notice to the volunteer and Number Champions, and complete a new Child Selection form, detailed in clause 3.

### **3. Forms**

- 3.1 Number Champions will provide two forms: a "Child Selection Form" and an "Evaluation of Impact Form". For each child, the School will complete the Child Selection Form before the child starts their sessions; and the Evaluation of Impact Form at the end of the school year.

### **4. Responsibilities of Number Champions**

- 4.1 For each volunteer, interview them to evaluate suitability; and obtain two forms of identification and two personal references (or one reference, if they are a parent or carer of a child at that School).
- 4.2 Carry out an Enhanced Disclosure and Barring Service (DBS) check with 'Children's Barred List Information' for each volunteer (unless the School advises it will carry out its own check).
- 4.3 Before each volunteer starts in a school, provide training on:
- working with children to support them with maths skills; and
  - safeguarding.
- 4.4 Maintain appropriate policies on safeguarding, health & safety, data protection, and confidentiality, and ensure each volunteer confirms they have read and will follow them.
- 4.5 Endeavour to replace volunteers if they leave and work with volunteers to ensure that they:
- agree a weekly day and time to attend School;
  - minimise absences and inform the School in advance if they cannot attend;
  - behave appropriately and professionally at all times, on or near the School premises;
  - follow all relevant School policies, once the School has shared these with them;
  - support the children to build their confidence and skills;
  - respond to emails and communications from School promptly;
  - keep a weekly log of attendance, including reasons for missed sessions; and
  - treat all sensitive information about the children and School as confidential, unless: (i) it needs to be shared with Number Champions to support their volunteering, (ii) they have a legal (or similar) responsibility to disclose it, such as for safeguarding; or (iii) the information is already publicly available.
- 4.6 Tell the School who the main contact will be from Number Champions.
- 4.7 Work with the School in relation to any safeguarding issue.
- 4.8 Hold public 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 the School with a copy of its insurance policies.
- 4.9 If requesting to have someone join a session, explain the purpose of the visit and share any relevant information the School requires. The visitor will be required to show photographic identification and their DBS certificate to School office staff.

## **5. Responsibilities of the School**

- 5.1 Complete the forms detailed in clause 3 above.
- 5.2 Before each volunteer starts, ensure they see a form of photographic identification, plus the Volunteer's Enhanced DBS certificate with child barring. If the School has carried out its own DBS check, the Volunteer will be asked to provide a copy to Number Champions, who will note the number and issue date.
- 5.3 Provide the volunteer with an appropriate induction to the School, which includes:
- the School's Safeguarding Policy and relevant contact details, as well as a practical overview of how to identify potential safeguarding issues (including any issues specific to the school community);
  - the School's Health and Safety Policy, covering fire and emergency procedures and reporting of accidents and unsafe situations.

- where the volunteer will usually work with the child and where to access the school's maths resources.
  - introduction to teacher(s) and details of how the volunteer can communicate with the teacher(s) e.g. sharing email addresses.
- 5.4 Comply with all relevant legislation, codes and practices on Health and Safety, safeguarding, data protection, privacy, and equality.
- 5.5 Give prompt feedback to the Volunteer and to Number Champions if a Volunteer is not compliant with a School policy or if there is any other issue with a Volunteer.
- 5.6 Arrange for teachers to:
- give feedback on each child throughout the year;
  - be responsive to communications from volunteers;
  - escalate any issues to the School's Coordinator;
  - provide the volunteer with information to help the child make progress;
  - give access to maths resources, where they are available.
  - update Volunteers if the children are not going to be available for their sessions.
- 5.7 Provide details of two staff members to liaise with Number Champions:
- one to be a point of contact for Number Champions and Volunteers in relation to the children and their learning (Coordinator) and
  - one to support on administrative matters, such as payment of invoices (Administrator).
- 5.8 In the event that a School Coordinator or Administrator leaves, to inform Number Champions promptly of a substitute.
- 5.9 Work with Number Champions in relation to any safeguarding issue.
- 5.10 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.
- 5.11 Facilitate requests by Number Champions to have sessions observed.

## **6. Fees**

- 6.1 The School will pay the following fees to Number Champions, which are a contribution to the costs of providing volunteers to the School:
- £60 per child supported, per year; unless the child does not start until after the Autumn term, in which case fees will be *pro-rated*;
  - £25 for each DBS check, per volunteer (unless the School undertakes the DBS check).
- 6.2 Number Champions will issue an invoice to the School which will be payable within 30 days by bank transfer. Fees are currently net of VAT; however, VAT will be added should Number Champions become VAT-registered. Number Champions' bank details are:

Barclays Bank  
 Account number: 80426717  
 Sort code: 20-76-90  
 Account name: Number Champions

- 6.3 If Number Champions provides support to fewer children than it has invoiced or where a volunteer leaves and is not replaced, the School may request a *pro rata* refund from Number

Champions. Number Champions and the School shall negotiate this in good faith. If a refund is due, Number Champions will issue a credit note to the School and make repayment within 30 days by transfer to the School's bank account.

## 7. Data Protection

7.1 **Compliance:** Number Champions and the School will at all times comply with 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 to comply with their obligations under the Data Protection Laws. Number Champions will instruct volunteers on their legal requirements and will require each volunteer to sign a confidentiality agreement.

7.2 **Purpose:** The School shall provide Number Champions with personal data only insofar as this is required to fulfil the Purpose, which is to enable Number Champions to help the child acquire missing maths skills and develop confidence and enjoyment in the subject, and to provide statistical information for analysis and research.

7.3 **Redaction and Retention:** Number Champions shall redact all documents and electronic files a year after the end of the school year in which support to the child ends: (a) remove the name of each child; and (b) remove the class name. Child selection forms and teacher evaluation forms will be also deleted at this time. The remaining data, which will not contain data which could be used to identify a child, will be kept for analysis and research.

7.4 **Child Data Held:** the School will provide the following data to Number Champions:

- Child’s first name and the minimum leading letters of the surname needed to allow the School to identify the child uniquely from the class roll. (If Number Champions discovers any record containing the child’s surname, it will remove it.)
- Class name
- Year Group
- Gender
- Quarter of birth (Autumn Sep/Oct/Nov, Winter Dec/Jan/Feb, Spring Mar/Apr/May, or Summer Jun/Jul/Aug)
- If not in their expected school year, whether they are old for their year;
- Whether child has English as an Additional Language (EAL)
- Whether the school is in receipt of Pupil Premium funding for the child, or whether the school considers the child to be from a disadvantaged background. This information will be used only for analysis and reporting and will not be shared with volunteers.
- The volunteer assigned to the child.
- Child Selection Form
- Teacher Evaluation of Impact Form.

7.5 **Transfer:** Number Champions shall not transfer personal data to any third party except for:

- back-up of data, to ensure it can be recovered in the event of systems failure, and only to a transferee who gives contractual assurance they comply with Data Protection Laws; or
- legal requirement, 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’ legal rights; or
- audit of Number Champions’ processes by a reputable UK accounting organisation, provided they confirm in writing they will not share the data with any other third party.

7.6 **Research:** Number Champions may make data excluding personal data available for educational research to reputable UK academic organisations.

7.7 **Data Breach:** Upon becoming aware of a data breach affecting personal data processed under this Agreement, Number Champions shall promptly notify the School and provide the School with a reasonable description of the breach. 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.

## 8. Disputes

8.1 The parties agree that they wish to resolve disputes arising under this Agreement 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, and the parties will organise a meeting within 10 School working days.

8.2 In the event that a meeting does not take place or the parties cannot resolve the matter, either party may terminate the Agreement in accordance with clause 9.2. Where either party terminates this Agreement, the School and Number Champions shall, in good faith, discuss whether any refund is payable in accordance with clause 6.

## 9. Miscellaneous

9.1 **Term:** this Agreement will commence on the date that it has been signed by both parties. It will continue until terminated in accordance with clause 9.2.

9.2 **Termination:** Either party may terminate this Agreement:

- (a) by giving not less than ten school working days' notice to the other party. The Agreement will then terminate at the end of the school half-term in which the notice period expires;
- (b) in the event of a dispute which has not been resolved under clause 8 above, or material breach of the Agreement, by giving five school working days' notice to the other party;

9.3 **Survival:** Termination of this Agreement will not affect the rights and liabilities of the parties which are expressly or implicitly intended to survive termination, which includes the provisions on data protection. Any termination of this Agreement shall not preclude the right of a party to recover actual damages resulting from the breach of the Agreement.

9.4 **Governing Law:** These Terms and Conditions will be subject to English law and the exclusive jurisdiction of the courts of England and Wales.

9.5 **Notice:** Notice under this Agreement must be in writing, which can include delivery by email.

9.6 **Amendment:** amendment by written agreement can include amendment via email.

9.7 **Entire Agreement:** the Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements, whether written or oral.

9.8 **Variation of Terms and Conditions:** Number Champions may from time to time need to update these terms and conditions. Number Champions may do so by giving written notice to the School (a Variation Notice). The Variation Notice will set out the revised terms and the date on which they are intended to take effect. The School will have one calendar month (not including the Summer, Christmas or Easter holidays) from deemed receipt of the Variation Notice to advise whether it accepts or rejects the revised terms. If the School rejects the revised terms, the parties may discuss an alternative solution, or either party may terminate the Agreement in accordance with clause 9.2 above. If the School does not respond, it shall be deemed to have accepted the revised terms.