



THE LONDON BOROUGH OF BROMLEY

CHILDREN AND YOUNG PEOPLE'S DEPARTMENT

Contract between

The London Borough of Bromley

And

X School

For the Provision of Services to Schools

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General Terms and Conditions

This Contract is made this 1st day of April 2011 between:

	and	The London Borough of Bromley Bromley Civic Centre Stockwell Close Bromley BR1 3UH
Hereinafter called THE SCHOOL		

Hereinafter called THE COUNCIL

It is agreed as follows:

- 1 This Agreement sets out the terms under which the Council has offered to provide specified services to the School as set out in the relevant Schedules to this Contract.

- 2 The Council will provide the required Services for a period of one year commencing on 1st April 2011 unless it is terminated early in accordance with the provisions of this Agreement.

- 3 This Agreement shall continue on an annual basis thereafter subject to:-
 - (i) the Council notifying the School of any variation to the extent of the Services provided or the fees or rates charged in respect therefore not later than three months prior to implementation of any such change, unless otherwise specified in the relevant Service Schedule(s) annexed hereto. Such variation may include cessation of some or all of the Services. As far as possible the Council will seek to align its notification of charges at such time as will allow the School to make appropriate adjustments to its budgets and/or review the Services it requires;

- (ii) the School notifying the Council of its wish to cease procurement of some or all of the Services within 14 days of receipt of any variation notice given by the Council pursuant to clause 4(i) above or
 - (iii) the School notifying the Council of its wish to cease procurement of some or all of the Services. Such notice shall be given not later than six months, unless otherwise specified in the relevant Service Schedule(s) annexed hereto, prior to the date the School wishes to cease purchase of the relevant Services.

- 4 Any notice of variation to the Services provided by the Council (or to the rates and prices charged in respect thereof) or required by the School shall be evidenced by a suitable dated letter signed by the authorised officers of the parties and annexed to this agreement at Schedule 2.

- 5 The Council will invoice the School as specified in the relevant Service Schedule(s) annexed hereto, and will:-
 - (i) provide a breakdown of the Services provided during the relevant term period and the charges for such Services
 - (ii) provide any relevant VAT invoice in respect of the Services .

- 6 The School shall pay such invoice within 30 days of receipt.

- 7 The Council seeks to provide the Services to the highest possible standard but in the event of any failure to do so or if the School are dissatisfied with any charge the matter may be raised with the nominated Council service officers whose contact details are set out in Schedule One in respect of the relevant service. If the School is dissatisfied with the handling of their complaint the matter may be raised further with the Strategic Planning & Commissioning Manager.

- 8 The Council is committed to providing equality and diversity in all its dealings with clients, third parties and employees. Copies of the Council's Equality and Diversity Policies are available on request.
- 9 The School is not entitled to assign or sub-contract the benefit of or its obligations under the terms of the Agreement.
- 10 The Council shall be entitled to sub-contract all or any part of the Services subject to:-
- (i) notifying the School of the identity of any such sub-contractor
 - (ii) the Council remaining liable for the acts and omissions of such sub-contractor as if they were its own.
- 11 In order to deliver the Services the Council may require certain actions to be carried out by the School and the Council accepts no liability for its inability to deliver the Services to the standard required (or at all) in the event of the School's failure to perform their obligations under this Agreement when required or at all. Details of the actions required of the School (if any) will be specified by the Council in writing from time to time or as part of this Agreement.
- 12 Where either party wishes to serve written notice upon the other this will be effected by sending a letter (by hand, post, registered post or recorded delivery) by fax or email (confirmed in either case by letter) address to the other party at the address set out at the head of this Agreement. It should be addressed in the case of the School to the Head Teacher and in the case of the Council to the Strategic Planning & Commissioning Manager. Such communication will be deemed to have been received during the academic term(s) two working days after the date it was posted or four hours in the case of electronic mail, or fax save where there is any contrary evidence of non delivery.
- 13 If Council employees agents and sub-contractors are required to attend at the School premises they will observe all rules relating to health safety and security as are brought to

the Council's attention beforehand in writing. The School will be deemed to grant a Licence to such employees agents or sub-contractors solely for the purpose of the performance of the Services.

14 Neither party excludes or omits liability to the other for death or personal injury caused by its negligence or for any breach of any statutory obligation.

15 The Council shall indemnify the School against all claims proceedings and liabilities arising out of or in connection with the negligent performance of the Services save for any consequential or indirect loss or damage or where such loss damage claims proceedings or liabilities arise wholly or in part as a result of the negligent acts or omissions of the School its employees agents or contractors.

16 Whilst it is expected that the parties will attempt in good faith to negotiate settlement of any dispute pursuant to the procedure set out at clause 7 above if such attempts fail then either party may after the expiry of twenty working days be entitled either:-

- (i) to terminate this Agreement
- (ii) refer the matter to an independent mediator to be chosen by agreement or if the parties are unable to agree a mediator within ten working days of a request by one party to the other to agree in a nomination then either party may apply to the Centre for Effective Dispute Resolutions to appoint a mediator. The negotiations conducted with the mediator shall be in confidence and without prejudice to the rights of the parties in any future proceedings. If the parties reach agreement with the assistance of the mediator it will be reduced to writing and become binding once signed by the parties' duly authorised representatives. Failing agreement the dispute may be referred to the Courts.

17 This Agreement may be terminated by either party where the other

- (i) commits an irremediable breach of this Agreement or

- (ii) breaches this agreement and fails to remedy the breach within such reasonable period as may be specified by the aggrieved party in a notice served on the defaulting party specifying the nature of the breach and the steps to be taken to remedy the same

18 No person who is not a party to this Agreement shall be entitled to enforce any right or term of the Agreement.

19 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect. In the event that the invalidity is so fundamental as to prevent the accomplishment of the purpose of the Agreement the parties shall immediately negotiate in good faith to remedy the invalidity.

20 The Council and the School shall observe their respective liabilities under the Data Protection Act 1988 and without prejudice to the generality of the foregoing to ensure that they have in place appropriate technical and contractual measures to ensure the security of personal data processed as part of the operation of this Agreement. The parties agree to co-operate in the event of any breach or suspected breach of the Data Protection Act 1988 as a result of the operation of this Agreement.

21 The nature of the Services means that certain confidential information may be passed between the parties. For the purposes of this Agreement “confidential information” means information designated as confidential by either party in writing or that ought to be considered as confidential including information relating to the business affairs property assets intellectual property rights, personnel customers and suppliers of the relevant party. Each party shall treat all confidential information belonging to the other as confidential and safeguard it accordingly and shall not disclose it to any other person without the prior consent of the other party except such persons and to such extent as

may be necessary for the performance of this Agreement or where confidential information received by one party from the other:-

- (i) is or becomes public knowledge (other than by virtue of breach of this provision)
- (ii) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party
- (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
- (iv) is independently developed without access to the confidential information or
- (v) must be disclosed pursuant to any statutory legal or parliamentary obligation placed upon the party making the disclosure.

22 The parties acknowledge that each is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and whenever a party hereto is in receipt of a request under the forgoing legislation and considers there may be potential disclosure of the other party's confidential information shall discuss the same with that party with a view to determining whether any exemptions under the said legislation should be applied in withholding disclosure. However the final decision upon disclosure will rest with the party receiving the request.

23 The failure of either party to insist upon strict performance of any provision of this Agreement or the failure of either party to exercise any right or remedy shall not constitute or waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement.

24 In carrying out the Services the Council shall not act or hold itself out as acting as an agent of the School.

25 In the event that the School changes its status pursuant to the Schools Standard and Framework Act 1998 or the Academies Act 2010 this Agreement and the obligations and

rights of the School under this Agreement will be deemed transferred to the successor organisation carrying on the functions of the School and shall be enforceable by and against the Council as if the successor body had entered into the Agreement.

26 For the duration of this Agreement the School shall not employ or offer employment to any of the Council's staff who have been associated with the delivery, procurement and/or contract management of the Services pursuant to this Agreement without the Council's approval.

27 The Contract shall comprise the following:

The General Terms and Conditions

Schedule 1 Service and Price Summary

Schedule 1a Service Specification for Finance

Schedule 1b Service Specification for Educational Visits

Schedule 1c Service Specification for Research and Statistics

Schedule 1d Service Specification for Human Resources

Schedule 1e Service Specification for Liberata Payroll

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Schedule 1k Service Specification for Education Welfare

Schedule 1l Service Specification for NQT Assessment

Schedule 2 Variations

The Bromley Sold Services Brochure and Price List, which may be updated from time to time.

Any other documents which are specified in the Schedules as forming part of the Contract.

28 In the event of conflict between the aforesaid documents, the General Terms and Conditions shall prevail.

IN WITNESS WHEREOF the authorised representatives of the parties hereto signed this Agreement as a Deed the day and year first before written

Authorised signatory for and on behalf of the Council

.....
Signature Position

Name (Print)

Date:

Authorised signatory for and on behalf of the School

.....
Signature Position

Name (Print)

Date:

SCHEDULE 1

Service and Price Summary

<u>Service</u>	<u>Product</u>	<u>Price</u>	<u>Notes</u>
Finance			
	Pay As You Go Services	Variable	As required
Educational Visits			
	Pay As You Go Services	Variable	As required
Research and Statistics			
	Pay As You Go Services	Variable	As required
Human Resources			
	Pay As You Go Services	Variable	As required
Liberata Payroll			
Insurance			
Audit			
	Pay As You Go Services	Variable	As required
Free School Meals	Eligibility Checking Service	£	
Behaviour Service			
	Pay As You Go Services	Variable	As required
Pay As You Go Services	<p>Pay As You Go Services, for all services as required, as detailed in the Bromley Sold Services Brochure and Price List, which may be updated from time to time.</p> <p>This includes Pay As You Go Services for those services detailed above as well the following:</p> <ul style="list-style-type: none"> • Educational Psychology; • School Improvement Services; • EDC Room Hire; • Child Protection Services; • Design Studio Services; • Legal / Print Services 	Variable	As required

NB: Should a school convert to academy status, the prices quoted for academies in the latest version of the Bromley Sold Service Brochure and Price List will apply. Academy rates will be charged pro rata from the date of conversion and a variation will be issued to this effect. All charges to Academies will be subject to VAT. Rates quoted in this Schedule are not inclusive of VAT - the appropriate VAT rate will be applied to all charges at the point of invoice.

SCHEDULE 1a

Service Specification for Finance

1. Contact Information

- 1.1 Amanda Russell, Head of Schools' Finance Support
Tel: 020 8313 4806
Email: amanda.russell@bromley.gov.uk

2. Introduction

- 2.1 The main aim of the Schools' Finance Team is to ensure that financial help and advice is available to all schools. The services provided cover a whole range of budgeting and accounting matters as detailed in the Bromley Sold Services Brochure.
- 2.2 Advice can be sought and provided by telephone, letter or email, or by asking for a visit to your school.
- 2.3 Schools may also benefit from the bulk purchases of those licenses necessary to ensure that schools are legally covered (the cost of the licenses themselves are not included in this Agreement).
- 2.4 The Financial Advice and Support Service is in the main intended to solve one-off problems. If a training need is identified by the Head Teacher and/or the Schools' Finance Team, additional resources can be purchased through Finance 'pay as you go' services to resolve this problem.

3. Services

- 3.1 Full service details are provided in the Bromley Sold Services Brochure and Price List, which may be updated from time to time.

4. What If I Decide Not To Buy Back Any Services?

- 4.1 The following items are required to be provided by all schools:

- Annual budget to be submitted by end May.
- Monthly Bank reconciliations.
- Financial monitoring reports to be submitted quarterly.
- Year End return to be submitted on time.

If schools do not buy a Finance Services package, they should ensure that they have Financial IT cover provided from an alternative source.

Schools will not be eligible to benefit from the licensing purchase scheme.

5. Payment and Invoicing

- 5.1 Invoices for Financial Services packages will be invoiced on an annual basis in September.
- 5.2 Invoices for 'pay as you go' services will be raised separately, as appropriate.
- 5.3 The following items are required to be provided by all schools:

- Annual budget to be submitted by end May.
- Monthly Bank reconciliations.
- Financial monitoring reports to be submitted quarterly.

SCHEDULE 1b

Service Specification for Educational Visits

1. Contact Information

- 1.1 Jean Norton, Work Related Learning and Education Business Partnership Manager
Tel: 020 8462 5046
Email: jean.norton@bromley.gov.uk

2. Services

- 2.1 Full service details are provided in the Bromley Sold Services Brochure and Price List, which may be updated from time to time.
- 2.2 Bromley EBP will deliver a diverse range of activities, training and consultancy connected with the following programmes:
- Educational Visits and Learning Outside the Classroom
 - Enterprise and Employability Events - for Young People or Adults
 - Flexible Learning
 - Mentoring and Volunteering
 - Work Experience
- 2.3 Invoices relating to purchase of these activities and programmes will be issued by Bromley EBP in accordance with the booking terms and conditions published on Bromley EBP website www.bromleyebp.org.uk and in course/service brochures or fliers.
- 2.4 Many of our services are supported by a statement of 'roles and responsibilities' relating to the particular activity. We will ensure that clients and Partners understand this statement and the actions that need to be taken to ensure the activity runs smoothly – it is a condition of our service that these actions are completed in a timely manner and Bromley EBP will accept no liability for its inability to deliver the Services to the standard required (or at all) in the event of the School's failure to perform their obligations.
- 2.5 Bromley EBP may engage the services of external consultants, providers or trainers to support or deliver events or courses. The identity of these Partners will be clear from course programmes or agreed with clients during planning of bespoke services.
- 2.6 Schools and Partners will be informed of the project/programme leader or trainer for each activity. Bromley EBP is committed to delivering a first class service to clients and Partners but in the event that Schools or Partners need to express concerns or are dissatisfied with any aspect of Bromley EBP service they should call us as soon as possible so issues can be resolved. First point of contact would normally be the nominated project/programme leader - but the Bromley EBP Manager will also welcome calls if issues are not resolved or the client feels this is the best course of action.
- 2.7 Bromley EBP will sustain appropriate data protection for all parties but clients should be aware that certain confidential information may be passed between the parties in enable services to be provided.

SCHEDULE 1c

Service Specification for Research and Statistics

1. Our Commitment to Schools

- 1.1 The Research and Statistics team will support all maintained schools (irrespective of their buy in to our service) in making statutory returns to the DFE and with telephone and email support, briefings and guidance materials. Research and Statistics will also perform data validations and check all statutory returns on schools behalf before submitting to the DFE. This level of support is also available to Academy schools as a sold service.
- 1.2 Through our sold services, both the packages and ad-hoc services, we will provide schools with services which will benefit them by:
- Assisting with self evaluation, improve planning and target setting
 - Informing strategic decisions based on accurate performance and demographic information
 - Offering a range of training and development in understanding data and pulling together information from local and national sources including FFT, Raise online, so that schools will be proficient in the use of such software.
- 1.3 The range of products and training will be delivered at timely points in the year. A timetable outlining a schedule of when items will be delivered will be sent to schools in May of each year.
- 1.4 All analysis, guidance and other materials will be made available to schools electronically and delivered through the Fronter website.

2 Requirements of the School

- 2.1 The School will:
- 2.1.1 agree to provide their information on pupils, attainment, staffing in a timely way so that Research and Statistics can deliver the products purchased and act on the schools behalf;
- 2.1.2 sign any third party data sharing agreements, such as those from the Fischer Family Trust (FFT) and EPAS;
- 2.1.3 ensure that their data in their MIS is kept up to date and accurate and inform Research and Statistics at the earliest stage if the school is experiencing difficulties (this includes backlogs of records, staffing issues or serious errors in the system);
- 2.1.4 commit to attend any training and/or briefing sessions that the school has booked on to and to inform the Research and Statistics team at the earliest opportunity if they are unable to attend a training or briefing session.
- 2.2 Failure to do so may result in an administration charge, covering the proportion of room booking fee, refreshment and charges, being made. If customised training is cancelled less than 7 working days before the scheduled training date and not re-booked then the full charge will be made to cover development time and materials.

3 Service Contacts

Contact Name	Service Area	Direct line/email
Ailsa Reid-Crawford	Service Manager of R&S (all aspects)	020 8313 4043 Ailsa.reid-crawford@bromley.gov.uk
Georgina Sanger	Curriculum arrangements/performance analysis/data collections	020 8461 7839 Georgina.sanger@bromley.gov.uk
Max Winters	School Census/School workforce census Data management	020 8313 4041 Max.winters@bromley.gov.uk

4 Billing and Payment

4.1 The subscription will be payable annually in April or May. The method of payment will be journal transfer for which an invoice will be issued by Research and Statistics. All invoices should be paid within 30 days of receipt.

4.2 Additional support and other ad hoc work undertaken with schools that is not included in a package will be invoiced separately as appropriate.

5 Service Evaluation

5.1 The service provided to you by Research and Statistics will undergo evaluation and quality monitoring. This will be done by customer feedback, evaluation forms at training events and through annual review of operations and services as part of our corporate business planning processes.

5.2 Any queries, concerns or complaints about our products and services should be addressed to:

Ailsa Reid-Crawford
Head of Performance and Statistics
020 8313 4043
Ailsa.reid-crawford@bromley.gov.uk

6 Services

6.1 Details of the service are included in the Bromley Sold Services Brochure and Price List, which may be updated from time to time.

6.2 The range of services the team has to offer has been grouped for convenience and value for money into three main packages. All services however are available to purchase as individual items

BRONZE Package

This includes:

- Guidance and support for key statutory returns such as School Census and School Workforce Census via phone and email
- Data checking and error validation service for statutory returns
- Briefing sessions for Census and School Workforce Census
- Briefing session and guidance on national curriculum assessment arrangements
- Basic pupil attainment analysis using Keypas and Epas reports

SILVER Package

As BRONZE, plus:

- Telephone support from the Research and Statistics team on attainment, performance analysis, data management

- School Data Analysis Packs – EYFSP, KS1, KS2
- School Data Analysis Pack – KS4 (new product for 2011)
- Half day training on the Data Analysis Pack
- Licence to use Fischer Family Trust software. Including technical support, password resets etc
- Half day workshop – Making sense of data. Looking at Raise Online, FFT and other sources of information

GOLD Package

As SILVER, plus:

- ACORN deprivation analysis - pupil level analysis looking at demographics of school population and comparison with neighbouring schools with commentary
- EPAS software to be made available for secondary schools (new for 2011). EPAS software contains pupil level KS4 and KS5 fully calculated results analysis and will include a half day training session
- Half day training session using Fischer Family Trust – intermediate level
- One day consultancy to use as required (bespoke analysis, issues with data and information systems)
- One briefing session with schools governing body on performance data

6.3 In addition to the above packages additional products such as training, bespoke consultancy, emergency cover for data collections, may also be purchased.

7 Ordering Additional Services

7.1 The agreed services to be delivered and their associated charges are itemised in Schedule 1 to this Agreement.

7.2 To order additional services, please contact the Head of Performance and Statistics using the details provided in paragraph 5.2 of this Schedule.

7.3 Agreed additional services will either be included in this Schedule via a variation to this Agreement; or will be invoiced separately as appropriate.

8 Charges

Maintained Schools

Performance Analysis, Advice and Support		
Service	Price	Notes
BRONZE Package	FREE	Part of statutory requirement to support maintained schools
SILVER Package	£800	
GOLD Package	£1,400	

Academies and Free Schools

Performance Analysis, Advice and Support		
Service	Price	Notes
BRONZE Package	£600	Chargeable service, as the authority does not have to provide as statutory requirement
SILVER Package	£1,400	
GOLD Package	£2,000	

All services can be individually purchased with the individual purchase prices set out below:

Individual prices per service		
Service	Price	Notes
<i>Pupil Attainment</i>		
EYFSP Data analysis pack	£200	
KS1 Data analysis pack	£250	
KS2 Data analysis pack	£300	
KS4 Data analysis pack	£350	
Fischer Family Trust – licence, access and support from R&S	£50	Annual fee
Acorn Deprivation analysis - Basic	£50	Basic school level analysis with comparison against neighbours
Acorn Deprivation analysis - Advanced	£100	Pupil level in depth analysis with commentary and comparison against neighbours
EPAS - KS4 and KS5 exam software	£250	Secondary schools only. Annual fee for usage, support and training
<i>Statutory returns</i>		
School Census – guidance and support	£200	Academies only. Annual price covering all three census periods
School Workforce Census – guidance and support	£150	Academies only.
Cover for Census and School Workforce Census returns	£300	Per day
UPN look up service – Tracking and identifying lost UPN's for schools.	£50	For up to 30 pupils (larger numbers of pupils will incur an additional cost please contact Research and Statistics directly)
<i>Training and bespoke services</i>		
Workshops/Briefing sessions (usually 1.5 hours)	£40	Price per school, per session (max 2 delegates) These sessions will be run for the census, school workforce census and attainment issues
Full Day Training session	£240	Individual on site session
Half Day Training session	£120	Individual on site session
Twilight training session – group session (usually 1.5 hours)	£40	Price per school (max 2 delegates)
Twilight training session – Individual school session (usually 1.5 hours)	£90	On site school visit
Governor briefing on School Data Packs	£90	Visit to Governing body meeting
Consultancy/bespoke analysis	£350	Per day

SCHEDULE 1d

Service Specification for Human Resources

1. Contact Information

1.1 Angela Huggett, Human Resources Manager Children & Young People

Tel: 020 8313 4029

Email: angela.huggett@bromley.gov.uk

1.2 Wendy Croft, Senior HR Consultant Children & Young People

Tel: 020 8313 4123

Email: wendy.croft@bromley.gov.uk

2. Introduction

2.1 The Children and Young People Human Resources Team specialises in providing responsive human resources and personnel services to a range of clients in the Education Sector.

2.2 The LA Human Resources CYP teams provide specialist HR advice and support to Head Teachers, Senior Managers and Governing Bodies to help them achieve strategic goals and fulfil their operational responsibilities as employers.

2.3 We aim to make available appropriate and timely professional advice and support to underpin effective personnel management which contributes to the practical achievement of our customers' aims and objectives.

2.4 Our Human Resources Team is well-established with considerable relevant experience in education personnel matters. As part of our commitment to our clients, we seek to provide continuous professional development for all our staff. This ensures we can provide confidential advice and guidance specific to your circumstances, which takes account of both the practical and legal aspects of an area of school and academy management with a constantly changing framework.

2.5 Feedback from our customers to enhance our in-house mechanisms for continuous improvement is always positively welcomed.

3. Services

3.1 Full details of Human Resources services are provided in the Bromley Sold Services Brochure and Price List, which may be updated from time to time.

3.2 We offer a range of services to all schools including academies which can be purchased as part of a package or individually, including a full Human Resource Service, a Human Resource Advisory Service, Human Resources Business Services, Human Resources Strategic Services, an Occupational Health and Safety Service and bespoke Consultancy Services. Additionally, we are always looking to extend the range of services we offer, and we would be happy to discuss your requirements with you if these specifications do not meet your needs.

3.3 For those schools/academies intending to convert to Academy Status we offer advice and support in relation to the HR implications arising from the conversion process. Please

contact Angela Huggett, HR Manager CYP Services on 020 8313 4029 for more details including the fee payable for this service.

4. Availability

4.1 The Human Resources Team is staffed by experienced Human Resources practitioners. They are located in the East Wing of the Bromley Civic Centre and are available for contact between 8.30 am and 5.00 pm, Monday to Friday. Due to staggered working patterns, there are often staff available outside these hours. However, if your particular named officer is not available, another member of the team will provide assistance. These hours are flexible in relation to planned evening meetings, given sufficient prior notice.

5. Quality Assurance

5.1 We will at all times endeavour to deliver a high quality service, but should we at any time fall short of these standards then we will do our utmost to put things right. Any concerns or complaints about the level or quality of service should firstly be made to Angela Huggett – HR Manager, Children and Young People.

5.2 Bromley HR Services undertakes to continually review and improve service quality and will specifically undertake to:

- operate at the specified standards of professional competency, conduct and confidentiality;
- ensure that the content of the employment contracts are in line with client's instructions and legal requirements and reflect national, regional and local terms and conditions;
- provide timely notification to the school's/academy's contracted payroll provider, where applicable;
- provide proactive and effective support to schools/academies and CYP Managers in HR management;
- provide high standards of customer care.

6. Arbitration

6.1 In the event of any dispute arising from the SLA being unresolved, it will be referred initially to the Head of HR Operational Services. In the event that the matter still remains unsettled, it may be referred by either party for arbitration to the Assistant Chief Executive (Human Resources).

6.2 If mutual confidence in the continuation of this service level agreement cannot be restored, it can be terminated by either party by giving six months' notice in writing.

7. Performance Standards

Task	Time
Response to telephone calls:	Within 3 rings
Response to email:	Within 2 working days. Where a full response cannot be given in this timescale, an interim reply estimating anticipated timescale will be provided.
Response to written correspondence:	Within 5 working days of receipt. Where a full

Task	Time
	response cannot be given in this timescale, an interim reply estimating anticipated timescale will be provided.
Timescales for larger pieces of project/ consultancy work or advice on matters that require research:	Will be agreed individually in discussion with the commissioning officer.
Job evaluation requests:	Within 15 working days of receiving job description and person specification. Where appropriate, a job evaluation questionnaire may also need to be completed. Please note that in instances of whole school/academy restructuring requiring numerous job evaluations, a separate timescale will be negotiated for completion of task.
Contract issue:	Within 6 weeks of commencement of employment (if qualification checks are still outstanding the contract will be subject to confirmation), subject to receipt of complete instructions from the school/academy.
On site visits (general):	One visit per annum.
On site visits (subject specific):	Within 7 working days of request.
On site visits (hearings):	Within 7 working days of request.

8. Links With Other Services

8.1 The Human Resources Service has close working relations with the Borough's Legal Services, Finance, Health and Safety, the Learning and Achievement Advisers and Governor Support. We also have direct access to an IT system (Resource Link) integrated with the Council's contracted payroll provider Liberata. The link allows information received from schools/academies in the SLA who choose to use the Liberata Payroll Service to be shared for the purposes of pay and also for data collection for statistics and statutory returns. The link does not apply to schools/academies contracted to use any other payroll provider including those buying into Liberata under their own contract separate from the main LBB contract.

9. Conditions of Agreement

9.1 The school/academy is responsible for ensuring that clear and accurate instructions are given together with all the necessary back-up information papers and documents, to enable the service to be provided.

9.2 Requests to appoint staff are to be made using the specified proforma issued by HR Business Services to ensure all relevant information is provided and the necessary documents enclosed; (provision of incomplete information may lead to late processing of appointment and late salary payment, and any costs incurred in arranging manual payment as a result of incomplete information or late receipt of notification to HR Business Services will be borne by the school/academy). **Please note that staff should not commence employment without the school/academy first having carried out sufficient checks to:**

- **confirm their identify;**

- **confirm that they are able legally to work in the UK;**
- **confirm their fitness for work and**
- **ensure effective safeguarding in recruitment.**

(Please note: Where insufficient evidence is provided with regard to the above checks, HR reserve the right not to progress the appointment including payment of salary until such time as satisfactory evidence is received.)

- 9.3 CRB Disclosure application forms should be checked with all relevant sections completed in **black** ink and identification information verified, before sending to HR Business Services for countersignature.
- 9.4 Contractual changes/variations to contract requests, e.g. hours of work, rates of pay etc. to include effective date and end date (if temporary change) to be confirmed in writing for each employee separately (one person per instruction) in line with the Data Protection Act.
- 9.5 Where instructions have payroll implications, the school/academy shall have regard to deadlines that are the subject of a separate Agreement between their Payroll Agent and the school. The same conditions also apply whenever a third party is involved, e.g. school meals and cleaning.
- 9.6 Where we are requested to provide written advice that request shall be in writing and shall include the name(s) of the school's/academy's contact points available for consultation purposes.
- 9.7 Wherever necessary, specific response times will be agreed with the school/academy according to the nature of individual cases/matters requiring attention. Where a matter is stated by a school/academy to be urgent, the school/academy will also give reasons for the urgency and indicate deadlines. We will use all reasonable means to meet such deadlines, particularly those with a legal or procedural significance. We will not accept responsibility for meeting any unrealistic deadlines arising out of a school's/academy's failure to give adequate notice of instructions, or insufficient accompanying information.

10. Notice Period

- 10.1 Six months' written notice is required if the school/academy wishes to terminate this agreement at any time during the 12 month period.
- 10.2 If the school/academy does not wish to renew the SLA as at 1 April, the notice should be given by the preceding 30 September.

11. Payment and Invoicing

- 11.1 Invoices for Human Resources packages will be invoiced on an annual basis in the Summer Term.
- 11.2 Invoices for 'pay as you go' services will be raised separately, as appropriate.

SCHEDULE 1e

Service Specification for Liberata Payroll

1. Contact Information

1.1 Each school has a dedicated Payroll Officer who should be the first point of contact in all cases.

1.2 All other issues or escalation of queries should be made to:

Lesley Donington, Assistant Payroll Manager
Tel: 020 8315 1424

Linda Mosley, Deputy Payroll Manager
Tel: 020 8315 1561

1.3 Any further escalation should be made directly to:

Diane Allen, Payroll Manager
Tel: 020 8315 1592

2. Service Agreement

2.1 Liberata provides the Council's payroll services. The contract includes payroll services to schools as part of the overall service level agreement with the London Borough of Bromley.

2.2 It is recognised that schools can choose whether or not to use the Council's payroll service. However, the terms of the Council's contract with its service provider are such that, in the absence of the failure to perform the service to the correct standard, schools may only exercise the right to opt out by giving not less than 6 months' written notice to the Council, such notice to expire on or before 31 March 2011, 30 September 2011 or 31 March 2012. In the event of failure to observe these requirements, any request to opt out will be at the discretion of the Council, which may involve the payment of compensation in the event that the Council's Service Provider claim damages as a result of failure to observe the notice provisions.

3. Services - Payroll Processing

3.1 New Starters

3.1.1 On confirmation from HR of a new starter being set up on the payroll system, Liberata will attach all pay and deduction elements associated with employment, including the following:

- Basic Salary
- London Rate (for Voluntary Aided and Foundation Schools only)
- Allowances
- Pension Contributions, including AVC's
- Voluntary Deductions
- National Insurance Categories
- Income Tax Codes

3.2 Claim Forms

- 3.2.1 On receipt of a claim form, Liberata will interpret and process the claim in accordance with the correct terms and conditions of service. Part of the process will be to ensure the correct allocation of temporary costing. If an invalid cost code is provided and entered into the system, Resource Link will automatically default the entry to a suspense code for schools. If the cost code is rejected by the system, the entry will default to the home cost centre.
- 3.2.2 The onus will be on the school to ensure that all claim forms are completed correctly and authorised as such.
- 3.2.3 Unauthorised claims will be returned to the school for signature.
- 3.2.4 There may be a delay in paying claims submitted without a valid payroll number or post number.

3.3 Sickness Claims

- 3.3.1 On receipt of a correctly completed weekly sickness absence return, Liberata will process the number of days absent for each individual and determine the correct amount of Occupational and/or Statutory Sick Pay to be paid to the individual employee. Any obvious anomalies on the sickness return will be referred back to the school.
- 3.3.2 The onus will be on the school to ensure that staff provide self-certification or medical certification evidence for audit and statutory/contractual purposes.
- 3.3.3 For those employees who are not entitled to Statutory Sick Pay an SSP1 will be completed where appropriate and returned to the individual to enable benefit claims to be processed quickly.

3.4 Maternity, Paternity or Adoption Leave Claims

- 3.4.1 On receipt of the MATB1 or other relevant approved form, Liberata will correctly process both the occupational and statutory entitlements for the employee.
- 3.4.2 In those cases where no entitlement exists, Liberata will supply the necessary forms to the individual employee to enable benefit claims to be processed quickly.

3.5 Income Tax Code Changes

- 3.5.1 On receipt of a tax code from HMRC via Electronic Data Interchange (EDI) or hard copy, or on receipt of a P45, P46 or P46 substitute, from an individual employee, Liberata will correctly process the Income Tax Code change in accordance with the legislation in force at the time.

3.6 Pension Scheme Membership and National Insurance Changes

- 3.6.1 On receipt of a request from an individual to either opt in or opt out of either the Local Government Pension Scheme or the Teachers' Pension Scheme, the necessary changes will be processed in accordance with current legislation.

3.7 Teachers' Pension Scheme

- 3.7.1 With effect from 1 January 2007, all eligible full-time, part-time or supply teaching staff will automatically be opted into the Teachers' Pension Scheme unless evidence of opting out of the Scheme is provided when employment commences. If a teacher wishes to subsequently opt out of the Scheme, he/she must complete an opt-out form which is available on the Teachers' Pensions website (www.teacherspensions.co.uk) and send this form to the Payroll Department.

3.8 Local Government Pension Scheme

- 3.8.1 If opting out of the Local Government Pension Scheme, the relevant information will be forwarded to the Pensions Department and any refund due will come direct from that Department.
- 3.8.2 With effect from 1 April 2008 and with the exception of casual posts held by an employee and contracts of less than 3 months duration,, Local Government Pension contributions will be deducted automatically from the salary or wages for each individual post held by the employee. If an employee wishes to opt out of the scheme for all or some of the posts held, he/she must do so for each post individually. To opt out of the Scheme, an employee can either email Pensions (pensions@bromley.gov.uk) to request an opting out form or alternatively send a letter to the Pensions Department.

3.9 Voluntary Deductions

- 3.9.1 On receipt of the appropriate authority from either the individual employee, or from the third party, commencement or cessation of deductions will be correctly processed. This includes all increases of union deductions, as notified by each third party.

3.10 Bank or Building Society Changes

- 3.10.1 On receipt of the appropriate authority from either the individual or bank, both the sorting code and bank/building society account number will be changed on an employee's pay record. If the information is received after the last day for data submission, Liberata will endeavour to process the change to prevent any hardship to the employee. Where bank details cannot be applied due to the incorrect format of data supplied, the individual will be advised in writing.

3.11 Leavers

- 3.11.1 On receipt of the notification from HR that an employee has left a school's service, Liberata will produce a P45 and send it to the individual either within 10 working days of either the last day of service or the date on which their last payment is calculated, whichever is later.

4. Additional Information

4.1 Operational Procedures

- 4.1.1 The operational procedures set out in this document reflect the Service Level Agreement that has been entered into between the Council and Liberata and will be updated as and when any changes to the Service Level Agreement are agreed in the future.
- 4.1.2 With the introduction of an integrated HR/payroll system between the two organisations, HR took on the responsibility of processing all personal and grade related information for all employees of the Council including School employees.
- 4.1.3 Payroll continues to process the following types of information:
- Basic pay
 - Additional Allowances
 - Claim Forms
 - Sickness and Maternity Details
 - Income Tax Changes
 - National Insurance changes
 - Statutory deductions from salary

- Voluntary deductions from salary
- Bank changes
- Pension Changes

4.1.4 Information that is received in the Payroll Department, which needs to be processed by HR, will be sent directly to the HR Department.

4.1.5 There is one payroll, which is paid on the 27th of the month. There is a supplementary payroll attached to this, which is paid on the 5th of the following month. If either of these dates falls on a bank holiday or over a weekend, payday will be the nearest working day prior to the 27th or the 5th of the month.

4.2 Main Payroll

4.2.1 This payroll is for all employees, whether they are salaried or whether they have to submit a timesheet to be paid.

4.2.2 This payroll is normally paid on the 27th of the month, and includes payment from the first to the last calendar day of that month for salaried employees and claims up to the last day of the previous month for claims based employees.

4.2.3 The deadline for all non-claimed data is 14th of the month or the last working day prior to the 14th if the 14th falls at a weekend. However, there is an obligation on HR to have 80% of all data input by the 10th of the month.

4.2.4 Therefore, instructions from schools regarding new appointments, post changes, other changes to existing staff and terminations must reach HR by the 6th of the month or the last working day prior to the 6th if the 6th falls at a weekend.

4.2.5 All claims for employees must be with the Payroll Department by the 10th of each month or the last working day prior to the 10th if the 10th falls at a weekend, for payment in the current month's payroll.

4.2.6 Deadlines may change due to bank holidays and religious holidays. A timetable will be issued setting out deadlines for the forthcoming year.

4.3 Supplementary Payrolls

4.3.1 There are occasional late starters, corrections at the request of schools and HR, or due to incorrect input that require an emergency payment. Where time permits, they will be accounted for on the Main payroll. If the request is received after the Main run, they will be processed on the supplementary payroll, which allows for the correct aggregation for Tax, National Insurance and Pension.

4.3.2 The supplementary payroll for the Main payroll is normally paid on the 5th of the following month.

4.4 Contractual Obligations

4.4.1 There are contractual obligations within the Payroll contract between Liberata and the London Borough of Bromley. These obligations are detailed below and show the nature of the service provided to the schools on behalf of the LA.

4.4.2 Liberata will provide the following:

4.4.2.1 Monthly payments by BACS for all staff employed at a school, in accordance with the contractual information provided by HR, conditions of service and in accordance with all applicable current and future legislation concerning:

- PAYE

- National Insurance
- SSP, SMP
- Attachment of Earnings Orders
- Data Protection

4.4.2.2 Payment by cheque will normally only be available for the first payday to allow for timing differences between the commencement of employment and payroll deadlines. Further payments may be delayed if bank details are not submitted.

4.4.2.3 The net pay files produced will be transferred into the London Borough of Bromley's accounts payable system for the production of payments and for the transfer of the payroll costing file into the Council's General Ledger. This information will be extrapolated by CYP Finance to form part of the School's Monthly Budget Reports.

4.4.2.4 As part of this process, Liberata will:

- reconcile payment files, authorise their transfer into the London Borough of Bromley Accounts Payable system, and approve files for payment;
- give final approval of the BACS transmission data, prior to the transfer to BACS;
- Liberata will complete the entire maintenance, reconciliation and payment over of all statutory and voluntary deductions from employee's monthly pay to the outside agencies.

4.4.2.5 Liberata will provide a superannuation contribution and remuneration database for Pension administration purposes to enable the proper calculation of any benefits payable under the Local Government Pension Scheme Regulations and the London Borough of Bromley severance arrangements.

4.4.2.6 Liberata will maintain all information required for provision of returns as required by Teachers' Pensions.

4.5 Additional Contract Processes

4.5.1 There are additional contractual requirements within the Payroll contract with the London Borough of Bromley. Liberata will perform the following functions:

- Produce payslips in location school order, at least two days before pay day. Those payslips, flagged by HR, which are to be posted to home addresses, will be identified separately.
- Send payslips to each employee's home address during the summer holidays using the address held on the integrated HR and Payroll system.
- Complete third party accident claims forms and allied solicitor's correspondence where the employees authority is attached..
- Complete all other payroll related correspondence for both departments and individuals in accordance with the London Borough of Bromley answering procedures.
- Complete all forms in connection with Income Tax, National Insurance, Department of Work and Pensions, Employment Centres/Job centres.
- Correspond with banks re returned and cancelled payments.
- Maintain and complete the Teachers' Service returns annually and all contribution and service enquiry forms.

4.6 Pay Awards and Incrementing

4.6.1 As part of the normal payroll processing. Liberata will:

- implement all national and local pay awards, with retrospection if required, for all negotiating bodies on receipt of data from HR.

- 4.6.2 It should be noted that implementation of pay awards, including retrospection, will be in the first available payroll after agreement/award, or as agreed with the Client Unit within the London Borough of Bromley, and will be dependent on the following factors:
- Proximity to closedown.
 - Structure and the complexity of the award.
 - Length of retrospection.
 - Whether additional approval is required from the London Borough of Bromley or Governing Body.
- 4.6.3 Liberata will provide for salary incrementation (1 April to 1 September) for National Agreement on Pay and Conditions for Local Government services (maintaining APT&C and manual worker) and allied staff.
- 4.6.4 It should be noted that teachers' incrementation is dependent on the completion of salary assessment forms. Schools should submit the assessment forms to HR for processing.
- 4.6.5 Liberata will arrange payment of any non-standard increments when HR has processed the information.

4.7 Year End Procedures

- 4.7.1 As part of the normal processing cycle, Liberata will:
- provide for the production and balancing of all year end data in accordance with HMRC and the Department of Work and Pensions regulations including:
 - P60 for all employees employed as at the 5th of April
 - P35
 - P11D's or equivalent
 - Teachers' End of Year Certificate
 - TR17a
 - Superannuation Contribution returns, contracted out earnings and pensionable remuneration, to be supplied by 30 April each year, by magnetic tape, or as specified by the London Borough of Bromley, compatible with the computerised pension administration system in use
 - an annual reconciliation statement for all payroll control accounts by mid-May each year, as required by the London Borough of Bromley.

4.8 School Budget/Payroll Reports

- 4.8.1 The Children and Young People Finance Department produces these reports from information extrapolated from the integrated HR and Payroll system.
- 4.8.2 All queries relating to these reports should be referred to Children and Young People Finance Department in the first instance.

4.9 Notice Period

- 4.9.1 Schools may only exercise the right to opt out by giving not less than 6 months' notice to the Council, such notice to expire on or before the 31 March 2011, 30 September 2011 or 31 March 2012.
- 4.9.2 In the event of a school withdrawing from the Council's payroll service, the appropriate information will be provided to the alternative payroll provider and other bodies, as directed by the London Borough of Bromley's Client Unit.

4.10 Issues to Consider before deciding not to buy the Payroll Service

- 4.10.1 When considering the purchase of a Payroll contract from an alternative payroll provider, we would ask you to consider whether all processes currently included in the service purchased through the Council are included in the price quoted for the new contract.
- 4.10.2 The service purchased through the Council is fully inclusive and, unlike some contracts from other payroll providers, there are no additional charges for the completion of HMRC documents P9D, P11D, P35, P45, P46, P60's.
- 4.10.3 The school will also need to ensure that the requirement to give teachers' salary and service return information annually to the LA is dealt with. The data can only be submitted by the LA and therefore alternative payroll providers cannot submit the information to Teachers Pensions on behalf of the school. It should be noted that, whilst alternative payroll providers should be able to produce the information in the right format, it will still need to be supplied by the School to the LA using the spreadsheet template currently distributed annually by the LBB HR Strategy team.
- 4.10.4 The Service currently provided is supported by Payroll Officers with in-depth knowledge of Local Government and Teachers' Terms and Conditions of employment and a solid understanding of the Payroll process.
- 4.10.5 The Department for Education (DfE) and the Audit Commission require the LA to provide statistics for all maintained schools and you will need to ensure you have a system for collecting data, e.g. the Personnel Module of your SIMS system or similar. The information will be required by the LA for monitoring purposes and statutory returns, i.e. ethnicity, grade details, next of kin, NI number, sickness absence, etc. To minimise the requirement for having to seek access to files, the school is required to provide the LA with a termly list of new starters and leavers for statistic and core support.
- 4.10.6 In addition, if the school does not use the Council's contracted payroll service, the school will be responsible for either inputting the details required for the Teachers' Pensions Annual Service return on the spreadsheet supplied by the LBB HR Strategy team or commissioning this service from Liberata directly.
- 4.10.7 If a school chooses to use non-standard systems instead of the LA's overall IT software and, as a result, the LA incurs additional costs in collecting or collating information, the LA reserves the right to charge the school for the additional time taken to collate and collect the information.

4.11 Cost

- 4.11.1 The charges for the Schools' Payroll Service are recharged by the London Borough of Bromley, who in turn pays a single charge to Liberata.
- 4.11.2 The calculation of the charges for the service is based on the number of payslips issued to school staff during the previous financial year. Charges are invoiced to schools in the Autumn of the relevant financial year. Schools are reminded that additional funding to support these costs is included in the School Budget Share.

SCHEDULE 1f

Service Specification for Insurance

1. Introduction

- 1.1 This schedule provides a summary of the insurance cover which is maintained by the Council for all schools, including Foundation Schools and Academies, as standard, and the staff who deal with all claims and other insurance matters in the Borough Treasurer's Department.
- 1.2 Academies and Foundation Schools enjoy a different status, particularly as employers in their own right, and in the context of the summary of insurance covers which follows, all policies should be taken to apply in equal force for the benefit of the Governing bodies of Foundation and Academy schools and any person employed by them as for any non-Foundation or Academy school insured under the same policies.

2. Contact Details

- 2.1 The London Borough of Bromley's Insurance Section is responsible for providing all information and assistance, and is based at the Civic Centre, Room S209, Stockwell Close, Bromley, Kent, BR1 3UH. All enquires should be directed to:-

Andrew Rooke, Insurance and Risk Manager
Andrew.rooke@bromley.gov.uk
0208 313 4298

Colin Chandler, Senior Insurance Officer
Colin.chandler@bromley.gov.uk
0208 313 4289

Lorraine Delo, Senior Insurance Officer
Lorraine.delo@bromley.gov.uk
0208 313 4289

Tracey Waller, Insurance Officer
Tracey.waller@bromley.gov.uk
0208 313 4287

3. Current Insurance Policies

3.1 Material Damage Insurance

- 3.1.1 Policy Number: QLA-01E205-0173
Insurers: Zurich Municipal Insurance, Farnborough, Hants.
Renewal Date: 1st April 2012
- 3.1.2 This covers the buildings, including walls, gates and fences, outbuildings and all landlord's plant, fixtures and fittings, and all contents. This is extended to include works in progress for alterations and extensions to school buildings, as required under the usual forms of contract, with a limit of £1.5 million any one contract, and property not otherwise insured belonging to employees or members of the public up to a maximum of £100.
- 3.1.3 The policy also covers any items belonging to the School or for which it is responsible anywhere in Europe, so long as it is in the custody of a teacher or other employee. It does not cover items left unattended, even if locked in motor vehicles.

- 3.1.4 As regards damage to buildings, the insurance includes architects and surveyors fees and the cost of site clearance and removal of debris.
- 3.1.5 Cover is for all forms of Accidental Damage, including all the usual risks, such as fire, lightning, explosion, impact by aircraft, malicious damage, theft, storm, flood and burst water pipes.
- 3.1.6 The cover is for what is called Reinstatement, and this means that in the event of loss or damage to buildings or items of contents, the full cost of replacement as new without deduction for age, wear and tear, if no repair is possible.
- 3.1.7 Exclusions
- 3.1.7.1 The normal exclusions of wear and tear, moth and vermin and so forth apply, and in addition there is no cover for;
- Damage to fences and gates by storm or flood.
 - Theft not accompanied by forcible entry to or exit from a building.
 - Subsidence, landslip and heave.
- 3.1.8 Excesses
- 3.1.8.1 The first £500 in respect of any property related claim is not covered. As far as schools are concerned, this is the only excess which they would pay themselves.

3.2 Additional Expenses Insurance

- 3.2.1 In addition to the Material Damage insurance detailed above, if a building is so damaged as to be unusable, there is an extension to the policy which covers the cost of hiring and installing temporary buildings for use while the original building is being reinstated.
- 3.2.2 It also covers any other form of increased cost of working, such as the cost of clerical assistance in reconstituting or reconstructing records and so forth, including computer records.

3.3 Combined Liabilities

- 3.3.1 Policy Number: UCPOP1009353
 Insurers: St Paul International Insurance Co. Ltd
 Renewal Date: 1st May 2012
- 3.3.2 This policy is in several parts, as applying to schools. Brief details are as follows;
- 3.3.3 Public and Products Liability
- 3.3.3.1 This covers liability at law for death of or bodily injury to any person other than an employee of the school or the Council, (see 3 below), which results from an accident which is alleged to be the fault of anyone for whom the school is responsible or damage to their property. This includes accidents through defects in the premises to members of the public or pupils and illnesses caused by food and drink supplied.
- 3.3.3.2 The policy provides a personal indemnity to teachers, school governors, and other employees at the school, against whom any claim may be made.
- 3.3.3.3 The policy also, at the request of the Headteacher, will indemnify anyone acting in a voluntary capacity on behalf of the school. An example of this would be a parent who volunteers to take a club after school.
- 3.3.4 Officials Indemnity

3.3.4.1 This section is really an extension of the public liability section of the policy, covering all the same people except the volunteers, but the liability it covers is for financial or economic loss caused by accidents, errors or omissions instead of death, bodily injury or damage to property.

3.3.5 Employers Liability

3.3.5.1 This section of the policy covers legal liability in respect of the death or bodily injury only of any employee of the school or the Council, including any member of the school staff. Once again, all the same people are indemnified personally in the event of a claim being directed against them.

3.3.6 Libel and Slander

3.3.6.1 Defamation by any officer, governor or employee of the Council or the school is covered under this section.

3.3.6.2 All legal costs and expenses are covered under the policy in addition to any damages, and the limit of liability any one claim or series of claims arising from one event is £30 million for Employers and Public Liability, £2 million for Officials Indemnity and £1,000,000 for Libel and Slander.

3.3.7 Special Extension: Third Party (Lettings)

3.3.7.1 This insurance is a special form of cover for the benefit of persons or organisations who hire halls or other parts of school premises for a fee. This is usually done by means of a standard form of licence issued by the school, and the standard conditions attaching to this licence import the insurance to cover the hirer for the following:-

- a) General Public Liability cover for death or bodily injury to any person arising out of the hiring, or damage to their property –Limit £5 million any one claim.
- b) Damage by fire or explosion to the school itself caused by the hirer – Limit £5 million any one claim
- c) Any other form of damage to the school – Limit £10,000 any one claim.

3.4 Money

3.4.1 This is also known as “Cash in Transit” insurance, but covers money, stamps and so forth belonging to the school, either in transit in the custody of a member of staff, or in safes or locked receptacles overnight, or elsewhere on the premises during normal hours.

3.4.2 The limits of cover are well in excess of the amount any school would have at any one time, as the policy is a corporate one with application throughout the Council, but the limit for amounts held in safes overnight are governed by the type and location of the safe.

3.4.3 This risk is underwritten entirely within the Council’s own internal Insurance Fund.

3.5 Fidelity Guarantee

3.5.1 Policy Number: 24029120 CGF
Insurers: Aviva
Renewal Date: 1st April 2012

3.5.2 This insurance covers fraud or dishonesty on the part of any member of staff of the school or the Council which results in financial loss to the school. The general limit of indemnity is £250,000, but there is a limit of £10,000 in respect of any one teacher.

3.5.3 The cover is subject to a policy excess of £5,000, which in turn is met from the Council's own Insurance Fund so individual schools are fully covered.

3.6 Personal Accident

3.6.1 There are three sections to this category, as follows:-

3.6.2 Personal Accident (Assault)

3.6.2.1 Policy Number: 0010562258
Insurers: Chartis
Renewal Date: 1st April 2012

3.6.2.2 For employees, this provides capital sums on death, permanent disablement or loss of eyes or limbs which results from violent criminal assault, dog attack or bombs. The capital sum on death is calculated at the rate of 8 times the employee's gross annual salary, and this is payable in addition to any other form of benefit under the superannuation scheme or other scheme benefit. For School Governors, the basic cover is the same, but with a fixed capital benefit of £100,000.

3.6.3 Teachers' All Duties Personal Accident

3.6.3.1 This policy is covered under the umbrella of the Council's own Insurance Fund and provides capital and other benefits for death or serious injury to any teacher whilst engaged on any teaching or associated activity on behalf of the school. The current level of benefits is based on a capital sum of £27,950 on death, with corresponding benefits.

3.6.4 Governors' All Duties Personal Accident

3.6.4.1 This provides cover for death, loss of eyes and limbs and disablement for all School Governors, with capital benefits of up to £100,000.

3.7 School Journey

3.7.1 Policy Number: R01258AZZ
Insurers: Canopus Underwriting Ltd
Renewal Date: 1st April 2012

3.7.2 This policy provides full "Travel" Insurance on a worldwide basis for any journey undertaken by a school, and it includes cover for:

- Loss of Deposits through Cancellation
- Medical Expenses (Including Medical Repatriation if required and Worldwide Medical Assistance via UK Telephone Station)
- Personal Accident (Excluding Teachers who are covered elsewhere)
- Personal Effects and Money
- Personal Liability to Third Parties

3.7.3 The policy includes all Winter Sports automatically, and also extends to include pupils travelling as part of formal exchange visit arrangements.

3.7.4 Please note that to qualify as a "school journey" the trip must be either to a destination outside the United Kingdom, or of more than one day's duration and including at least one night's pre booked accommodation within the United Kingdom.

3.7.5 A full copy of the benefits under this policy will be supplied on request.

4. Charges and Payment

4.1 Schools will be invoiced on an annual basis in the Autumn Term following final confirmation of the annual charge.

SCHEDULE 1g

Service Specification for Responsible Officer Role (Audit)

1. Contact Information

1.1 Diane Bex, Principal Auditor
Tel: 020 8313 4336
Email: diane.bex@bromley.gov.uk

Sue Lee, Senior Auditor
Tel: 0208 313 4876
Email: sue.lee@bromley.gov.uk

2. Introduction

- 2.1 Our programme for Responsible officer follows the guidance provided by the DfE and consists of undertaking a quarterly programme of reviews and providing a report following each visit.
- 2.2 The quarterly programme includes system checks on the payroll, purchases, income and accounting systems.
- 2.3 We will agree the timing of the visit with the Academy to coincide with Governor meetings as required.
- 2.4 A report is prepared which will provide details of all the checks carried out and highlights any system control weaknesses. The report will be issued to the Chair of Governors and copied to the Head of the Academy. The auditor can present the report to the Governing Body if required.
- 2.5 The draft report is prepared and agreed with the Academy prior to issue as a final.
- 2.6 The final report is issued to the Head Teacher and the Chair of Governors. An Audit Satisfaction Questionnaire is sent with the Head Teacher's copy. We hope you return it, as it is important for us to receive feedback on whether the audit was useful to you, and on how we can improve. We also issue an audit certificate to all schools, with the final report.

3. Services

- 3.1 Full service details are provided in the Bromley Sold Services Brochure and Price List, which may be updated from time to time.
- 3.2 We will make 4 visits per year, one per quarter. The minimum time per visit to carry out testing as detailed in 2.2 above and prepare a report is one and a half days. Therefore the total minimum days per annum is 6 days.
- 3.3 If you require the report to be presented to Governors at a meeting of the Governing Body we will agree the additional cost with you.

4. Payment and Invoicing

- 4.1 Invoices for Financial Services packages will be invoiced on completion of each Responsible Officer review.
- 4.2 Invoices for 'pay as you go' services will be raised separately, as appropriate.

SCHEDULE 1h

Service Specification for Free School Meals Eligibility Checking Service

1. Contact details

- 1.1 For any queries relating to the service contact
Mike Barnes
Head of Access and Admissions
020 8313 4865
mike.barnes@bromley.gov.uk

2. Introduction

- 2.1 The Admissions Team are able to undertake Free School Meal eligibility checking for parents of pupils attending Bromley Schools. This service is provided free of charge to all maintained schools and as a charged service for Academies.

3. Service

- 3.1 The Admissions Team will provide this service when an application form is received from a parent of a child enrolled at a Bromley Academy school buying this service.
- 3.2 The Admissions Team will check the application using the Department for Education's online service available to Local Authorities.
- 3.3 The Admissions Team will notify the parent of the outcome of the application.
- 3.4 The Admissions Team will notify the school of the outcome of the application.
- 3.5 Copies of the application for are available for parents to download from the Bromley website:
http://www.bromley.gov.uk/downloads/file/96/free_school_meals_application_form_201112
- 3.6 A reasonable number of paper copies can be made available to schools for distribution to parents. Please contact the Service to arrange this facility.

4. Additional advantages of the service

- 4.1 Using this service means that the vast majority of parents will not have to produce documentary evidence. The form simply requires basic information about the parent and children, including the parent's date of birth and national insurance number.
- 4.2 Parents are able to complete just one form for multiple children as long as all the children are attending Bromley maintained schools or Academies that have purchased the service.
- 4.3 The Admissions Team will process renewal claims in future years for as long as the Academy continues to contract with the London Borough of Bromley to provide this service.
- 4.4 The Service's process are subject to regular audit.
- 4.5 The Admissions Team aims to clear applications within two weeks of receiving the necessary information from the parent.

5. Responsibilities of the school and parent

- 5.1 The school shall be responsible for informing parents of the Free School Meals Eligibility process and where application forms are available.
- 5.2 The parent(s) is responsible for completing and submitting the application form to the London Borough of Bromley Admissions Team (currently by post: Admissions Team, Bromley Civic Centre, Stockwell Close, Bromley, BR1 3UH.)

6. Definition of eligibility

- 6.1 For information, the eligibility for free school meals at the time of writing is as set out under 6.2.
- 6.2 Parents must have one or more children aged four and over attending a school; be receiving child benefit for the child/children and one or more of the following:
- Income Support; or
 - Income Based Job Seeker's Allowance; or
 - Child Tax Credit only with a gross annual income not exceeding £16,190; or
 - guarantee element of State Pension Credit; or
 - support from the National Asylum Support Service; or
 - support from a local authority Social Services Asylum Team
- 6.3 The eligibility criteria are set by legislation.

7. Payment and invoicing

- 7.1 The charge to Academies for this service is based on the number of eligible pupils on the school roll in the previous year. (Source: school census data)
- 7.2 Prices will be charged according to the Sold Services Price Lists and may be updated from time to time. At the time of writing, there are three bands of charges:

100 or more pupils:	£850
50 – 99 pupils:	£500
15 – 49 pupils:	£300

For schools with less than 15 eligible pupils, an individual price can be considered.

- 7.3 Academies will be invoiced once a year in advance in the Autumn Term.

SCHEDULE 1i

Service Specification for Behaviour Support and Outreach - Primary

1. Key Contacts

For any queries relating to the Service or this Schedule, please contact:

Sue Byron
Behaviour Service – Primary Manager
020 8308 9620
sue.byron@grovelandscentre.org.uk

2. Introduction

- 2.1 The Behaviour Service – Primary (BSP) can provide a range of services to schools and pre-school settings including specialist assessment, support and advice and training.
- 2.2 The core services the team have to offer have been grouped into two packages however bespoke packages can be put together to meet the needs of individual schools.
- 2.3 **SILVER Package**
This includes:
Telephone helpline for consultation, advice, guidance and referral
Twelve hours Outreach Teacher support (including pupil support via Core Panel, observation report writing, advice to staff, attendance at Pastoral Support Plan meetings, liaison with partner agencies)
- 2.4 **GOLD Package**
As SILVER, but with:
Thirty hours Outreach Teacher support.
- 2.5 In addition to the above packages, services such as training, bespoke consultancy, and Behaviour Support Assistant intervention may also be purchased.
- 2.6 Full details of the service are included in the Bromley Sold Services Brochure and Price List, which may be updated from time to time.

3. Behaviour Service – Primary (BSP)

- 3.1 The BSP will supply a named Outreach Teacher whose working time will include the following:-
- Classroom observation;
 - In school liaison time;
 - Attendance at meetings;
 - All communication (both oral and written) and travelling time other than travel from the BSP base to school and return.
- 3.2 The School will provide the names of personnel responsible for overseeing individual pupil cases and with whom regular meetings will be conducted.
- 3.3 Both the School and the BSP will ensure meeting times are adhered to and that if there is any need to amend meeting arrangements, reasonable notice will be provided.

4. Functions

- 4.1 All aspects of BSP service delivery will be provided via an ongoing dialogue between the named Outreach Teacher and the School Lead Behaviour Professional, as appropriate to the schools needs within the agreed hours.
- 4.2 The BSP service provision will include the following:-
- 4.2.1 Behaviour Service telephone helpline:-
- consultation
 - advice
 - guidance and referral
- 4.2.2 Outreach Teacher support;
Pupil support via Core Panel includes observation, report writing, advice to staff, attendance at Pastoral Support Plan meetings, and liaison with partner agencies

5. Facilities

- 5.1 The School will provide appropriate accommodation for in school meetings.
- 5.2 The BSP will provide a case management system.

6. Outcomes

- 6.1 The desired outcome will be to improve behaviour, promote inclusion and raise educational achievement in the school.
- 6.2 The BSP will make all reasonable efforts to support the achievement of the behaviour/inclusion outcome, notwithstanding any external factors over which neither the BSP nor the School can be expected to have any influence.

7. Contingency Arrangements

- 7.1 Where the meeting with the named Outreach Teacher is unable to take place either because of school factors (e.g. INSET, enforced closure) or due to illness or other unavoidable issues on the part of the named Outreach Teacher, every effort will be made to accommodate an alternative meeting in that same week. Where a meeting in the same week is not possible the Outreach Teacher will undertake to ensure the missed hours are reinstated as soon as practically possible.
- 7.2 In the case of any long term absence of the named Outreach Teacher an agreed replacement qualified Outreach Teacher will be made. Any replacement Outreach Teacher will have access to the existing case work of the named Outreach Teacher and would be in a position to ensure a continuity of service with as little impact on service delivery possible.

8. Payment

- 8.1 The BSP will invoice the School as soon a package is purchased.
- 8.2 Additional services requested by the School over and above the minimum service delivery detailed in this Schedule will be charged at the rate of £60.00 per hour. Any such charges will be included in the relevant following invoice.
- 8.3 The following additional services are available, charged on a 'pay-as-you-go-basis' as requested by the School and will be invoiced separately as appropriate. Prices will be

according to the Sold Services Price Lists and may be updated from time to time. At the time of writing, the prices are as outlined below.

8.3.1 In Service Training (INSET) at **£75 per hour**, covering:

- Planning for positive behaviour – early years;
- Attachment in the classroom;
- Managing Challenging Behaviour;
- Strategies for Newly Qualified Teachers (NQT);
- Strategies for Teaching Assistants;
- Strategies for Midday Supervisors
- bespoke training upon request

8.3.2 Whole School Behaviour Audit – **price on application**

8.3.3 Behaviour surgeries at **£75 per hour**, covering:

On-site consultation around behaviour management policy and practice

8.3.4 Behaviour Support Assistant intervention for individual pupils identified by an Outreach Teacher at **£25 per hour**, covering:

- Blocks of one-to-one support;
- Group work around targeted pupils;
- Transition support between pre-school setting and reception class;
- School to school moves.

9. Service Reviews

9.1 For the purpose of service review, a meeting, or meetings, will be arranged in liaison with the school in order for both parties to examine the existing service and to assess the demonstrable success of the interventions.

SCHEDULE 1j

Service Specification for Behaviour Support and Outreach - Secondary

Service Specification for the Behaviour Support Service

5. Contact Information

- 1.1 Mark Jordan, Head of Inclusion and Respite
Tel: 020 8313 4882
Email: mark.jordan@bromley.gov.uk

2. Services

- 2.1 Full service details are provided in the Bromley Sold Services Brochure and Price List, which may be updated from time to time.
- 2.2 The Respite centre offers a range of interventions from a behaviour modification programme, assessment placements and alternative provision for KS3 & 4 students. Throughout the programme a range of academic assessments and additional tests such as clinical psychology can be provided if appropriate. The programme can provide full time or partial placements to support other interventions. The places can be bought in over specific time periods if requested to suit the individual's or school's needs.
- 2.3 The provision has capacity to support 40 full time students, but can also take students on a part time basis to support other courses or interventions.
- 2.4 The typical 12 week place costs £4000 but bespoke packages can be created dependent upon the type of placement requested as partial placements can also be provided.
- 2.5 The provision aims at providing immediate support for students who are at risk of exclusion or that are having difficulty accessing mainstream education for a variety of reasons. The service provides a behaviour modification programme whilst also delivering the core curriculum to students. In addition the programme for each student is tailor made with outcomes agreed between the referrer and the Behaviour Service upon referral. Outcomes can range from improving behaviour, improving attendance, self esteem, successful re-integration to mainstream, a range of key assessments in various fields such as academic, clinical psychology and educational psychology. An individual education plan is created at the end of the programme to inform referrers what support and interventions have been used, the specific strategies and the impact of these.
- 2.6 The Respite centre is often used as a diagnostic centre to ascertain exactly what type of support a student would benefit from. It effectively liaises with a range of LA services and partner agencies to qualify the holistic needs of a young person.
- 2.7 The typical time period is 12 weeks but shorter, longer and specific time periods can be negotiated to meet any situation. The placements can start at any point of the year. The provision can also be used to take students on long fixed term exclusion or as an alternative to exclusion.
- 2.8 The Respite centre will receive any type of student including students that have a statement, LAC or out of borough. Students that are permanently excluded will attend a different centre which is also line managed by Mark Jordan and is part of the Behaviour Service.
- 2.9 Mark Jordan is the key contact and all enquiries should come to him directly.

2.10 Referrals are made by contacting Mark Jordan, there is a short referral form that is used. This is emailed out upon request.

2.11 The programme can be tailored to meet almost any requirements. Variables that can be altered include, time, programme content, specific assessments, venue, type of support, length and level of intervention. Some previous referrers have requested additional support in the mainstream setting to assist re-integration after the programme - this can also be delivered.

3. Payment and Invoicing

3.1 Invoices for Behaviour Service packages will be invoiced on an annual basis in September.

3.2 Invoices for 'pay as you go' services will be raised separately, as appropriate.

SCHEDULE 1k

Service Specification for Education Welfare Support

1. Key Contacts

For any queries relating to the Service or Schedule, please contact:

Jennie Clark
Education Welfare Service Manager
020 8313 4152
jennie.clark@bromley.gov.uk

2. Education Welfare Service

- 2.1 The EWS will supply a named Education Welfare Officer (EWO) whose working time will include the following:-
- In school liaison time;
 - In school surgery time;
 - Home visits;
 - Attendance at fast track meetings;
 - All communication (both oral and written) and travelling time other than travel from the EWS base to school and return.
- 2.2 The School will provide the names of personnel responsible for overseeing attendance issues with whom regular meetings will be conducted.
- 2.3 Both the School and the EWS will ensure meeting times are adhered to and that if there is any need to amend meeting arrangements, reasonable notice will be provided.

3. Functions

- 3.1 All aspects of EWS service delivery will be provided via an ongoing dialogue between the named EWO and the School Attendance Lead, as appropriate to the schools needs within the agreed hours. Intervention techniques will be agreed on a weekly basis.
- 3.2 The EWS service provision will include the following:-
- 3.2.1 Bi yearly register check:-
- for appropriate use of coding to ensure schools make effective use of all available registration options;
 - guidance on registration legalities to ensure schools systems adhere to requirements;
 - provide guidance in preparation for Ofsted inspections;
- 3.2.2 Support for attendance policy review;
- 3.2.3 Discussion on attendance improvement plan;
- 3.2.4 Target setting exercise for Governors report;
- 3.2.5 Support for transition from Key Stage 2 – Key Stage 3;
- To include liaison with Primary links;
 - Interrogations of existing EWS pupil case management system to establish pupils in need of additional support;
- 3.2.6 EWS contact via the duty system;

- Advice, guidance and referral options by telephone at designated Duty Officer times (Duty Officer is provided by experienced EWO's when the named EWO is not available);
- 3.2.7 Consultation on individual cases with the named EWO with outcomes to include agreed strategies:-
- In school Surgeries
 - Casework for suitably referred individual cases (*case referral inline with existing EWS stepped procedures*)
 - Intervention methodology (on referred cases) to include:-
- 3.2.8 In school meetings;
- 3.2.9 Visits to the pupils' homes (to include home addresses both within Bromley and outside of the borough 's geographical boundaries);
- 3.2.10 Liaison with other support Services;
- 3.2.11 Advice and guidance on case management;
- 3.2.12 Legal intervention advice (Penalty Notice and Sect 444. 1996 Ed Act);
- 3.2.13 Representation in Court from named EWO where appropriate;
- 3.2.14 Standard casework for appropriately referred individual cases;
- 3.2.15 Advice and support for further referral opportunity;
- 3.2.16 Fast Track process for named pupils;
- 3.2.17 Good/improved attendance assemblies;
- 3.2.18 Certificates to recognise good/improved attendance.

4. Facilities

- 4.1 The School will provide appropriate accommodation for in school meetings, including Fast Track meetings.
- 4.2 The EWS will provide a case management system and provide appropriate accommodation for Fast Track review meetings.

5. Outcomes

- 5.1 Current attendance data (as at February 2011) demonstrates an attendance rate of 93.4% (as supplied by school). The desired outcome will be to increase attendance at the School to a level of 94% by September 2012 (in order to achieve the base line for Ofsted 'outstanding school status').
- 5.2 The EWS will make all reasonable efforts to support the achievement of the attendance outcome, notwithstanding any external factors over which neither the EWS or the School can be expected to have any influence.

6. Contingency Arrangements

- 6.1 Where the meeting with the named EWO is unable to take place either because of school factors (e.g. INSET, enforced closure) or due to illness or other unavoidable issues on the part of the named EWO, every effort will be made to accommodate an alternative meeting in that same week. Where a meeting in the same week is not possible the EWS will undertake to ensure the missed hours are reinstated as soon as practically possible.

6.2 In the case of any long term absence of the named EWO an agreed replacement qualified EWO will be made. Any replacement EWO will have access to the existing case work of the named EWO and would be in a position to ensure a continuity of service with as little impact on service delivery possible.

7. Payment

7.1 The EWS Service will invoice the School each term in arrears.

7.2 Additional services requested by the School over and above the minimum service delivery detailed in this Schedule will be charged at the rate of £50.00 per hour. Any such charges will be included in the relevant following invoice.

7.3 The following additional services are available, charged on a 'pay-as-you-go-basis' as requested by the School.

7.3.1 In Service Training (INSET) at **£200** each session, covering:

- Register keeping;
- Newly Qualified Teachers (NQT);
- Whole school safeguarding;
- Effective referral to EWS;
- New parent/pupil Assemblies or school open events.

7.3.2 In School pupil PHSE presentations at **£200** each session, covering:

- Child Employment (legislation and procedures);
- Children in Entertainment.

7.4 Whole school Attendance focused process 'Operation In' - price to be agreed per individual case.

8. Service Reviews

8.1 For the purpose of service review, a meeting, or meetings, will be arranged in liaison with the school in order for both parties to examine the existing service and to assess the demonstrable success of the interventions.

SCHEDULE 1I

Service Specification for NQT Assessment

1 Contact Information

- 1.1 Cathy Stroemer, Human Resources Strategy
Tel: 020 8416 7469
Email: cathy.stroemer@bromley.gov.uk

2 Introduction

- 2.1 The London Borough of Bromley will act as the Appropriate Body for the purpose of the induction of Newly Qualified Teachers (NQTs), assisting schools and colleges to administer their NQT induction programmes. This specification sets out the terms of such an engagement.
- 2.6 This service is primarily a Human Resources Support Service for Newly Qualified Teachers. Any additional support required from School Improvement Senior Advisors / Head of Service will be subject to an additional charge, as detailed in Section 4.
- 2.7 Please note that the Government is intending to consult during the Autumn term 2011 on introducing new regulations and revised Teacher standards which will impact on NQTs. The target date for implementation of the new standards is 2012. This schedule may therefore need to be revised in order to comply with any new legislative requirements. Any such variation will be deemed to be in compliance with national regulations and standards and will not be considered to be a variation of service as referred to in clause 3 of the General Terms and Conditions of this Agreement.

3. Services

- 3.2 NQTs employed by the Academy will be given a compact disc of information about the induction year.
- 3.3 Subject to the other clauses of this specification, The London Borough of Bromley will act as the Appropriate Body, carrying out the function as stated in 6.11 of the Statutory Guidance on Induction for Newly Qualified Teachers in England, as following:
- 3.3.1 Confirm that the headteacher/principal has checked the NQT has Qualified Teacher Status (QTS) (including the relevant skills tests);
- 3.3.2 Register the NQT;
- 3.3.3 Provide the NQT with a named contact(s) within the Appropriate Body with whom the NQT may raise concerns about their induction programme, where the institution does not resolve them;
- 3.3.4 Confirm and monitor that the NQT (in a maintained school) is working to a 90% timetable and has Planning, Preparation and Assessment (PPA) time, or in a further education institution, or independent school, has a reduced timetable on a comparable basis to that required in maintained schools;
- 3.3.5 Offer advice and where practical and possible, direct help, to Further Education (FE) institutions (including sixth form colleges) to assist them in finding schools for NQTs to spend their mandatory ten days teaching children of compulsory school age in a school;

- 3.3.6 Maintain records and assessment reports for each NQT undertaking induction for whom it acts as Appropriate Body;
- 3.3.7 Monitor/write to notify relevant NQTs about pre-completion extensions;
- 3.3.8 Approve cases where shortening an induction period in exceptional circumstances is required and record the decision on the relevant assessment form;
- 3.3.9 Decide whether to extend a teacher's entitlement to short-term supply work once the initial 16 month time limit has been reached;
- 3.3.10 At the end of the period decide whether the NQT has met the core standards and notify the relevant parties within the agreed timelines;
- 3.3.11 Decide whether to extend an induction period post-completion and notify the relevant parties within the agreed timelines;
- 3.3.12 Provide the General Teaching Council for England (GTCE), via the termly GTCE email, with electronic lists of NQTs who have commenced an induction period; completed an induction period and met the standards; and those who leave a school partway through an induction period;
- 3.3.13 Notify the GTCE within three days of reaching a decision, of those NQTs whom the Body judges to have failed induction, or of those whose period the Body decides should be extended; and
- 3.3.14 In relation to independent schools and Further Education institutions as appropriate, reach agreement with head teachers and principals to act as the Appropriate Body, including agreeing the scale and scope of any charges to be made.

4. Duties falling upon the Local Authority by acting as the Appropriate Body

- 4.1 By acting as the Appropriate Body, the Local Authority is also required to fulfil several additional duties, as detailed in paragraphs 4.1.1 to 4.1.4:
 - 4.1.1 Assure itself that headteachers/principals, induction tutors and governing bodies are aware of, and are capable of meeting their responsibilities;
 - 4.1.2 Act early in cases where an NQT may be experiencing difficulties, to ensure the assessments are fair and provide support as appropriate;
 - 4.1.3 Where an institution appears not to be providing an appropriate programme or support, contact the institution to raise its concerns immediately (in writing, as appropriate) well before the end of the NQT's induction period or part period;
 - 4.1.4 As appropriate and as agreed, provide institutions with guidance, support and assistance in relation to NQT induction programmes, and training for teachers e.g. for induction tutors.
- 4.2 Fulfilment of these duties in some cases may require the attention of a School Improvement Senior Advisor / Head of Service. In pursuance of these duties as the Appropriate Body, should the London Borough of Bromley have any reason to believe that NQTs are not receiving appropriate induction support or if it appears there are issues with the induction process in the school (for example, but not exhaustively, incomplete or late assessments, NQTs without mentors, concerns raised about NQTs, concerns raised by NQTs), the London Borough of Bromley will send a Senior Advisor / Head of Service to visit the Academy to discuss the situation. In these circumstances, an additional charge will be made at the quoted rate for a Senior Advisor / Head of Service in the Bromley Sold Services Brochure and Price List, at an hourly or daily rate as appropriate.

5. Payment and Invoicing

- 5.1 The cost of the Human Resources Support Service per school for the period 1 April 2011 until 31 March 2012 will be £250.
- 5.2 Subsequent annual prices will be set out in the Bromley Sold Services Price List.
- 5.3 Invoices for this service will be issued annually in the Autumn Term, payment ensuring provision of the Service for the remainder of the school year.

6. NQT Responsibilities

- 6.1 NQTs will be required to complete an annual survey for the London Borough of Bromley to confirm they are receiving their entitlements during the induction.

7. Information Gathering Requirements

- 7.1 When first buying this service and thereafter as appropriate, former Community, Foundation, Voluntary Controlled or Voluntary Aided schools in the borough of Bromley will be required to complete a questionnaire about induction procedures at the school.
- 7.2 When first buying this service, out of borough schools will be required to have an inspection by a London Borough of Bromley Senior Advisor / Head of Service on their NQT procedures. In these circumstances, an additional charge will be made at the quoted rate for a Senior Advisor / Head of Service in the Bromley Sold Services Brochure and Price List, at an hourly or daily rate as appropriate.
- 7.3 Thereafter as appropriate the school may be required by the London Borough of Bromley to complete a questionnaire about induction procedures at the school.

SCHEDULE 2

Variation Letter(s) signed by both parties