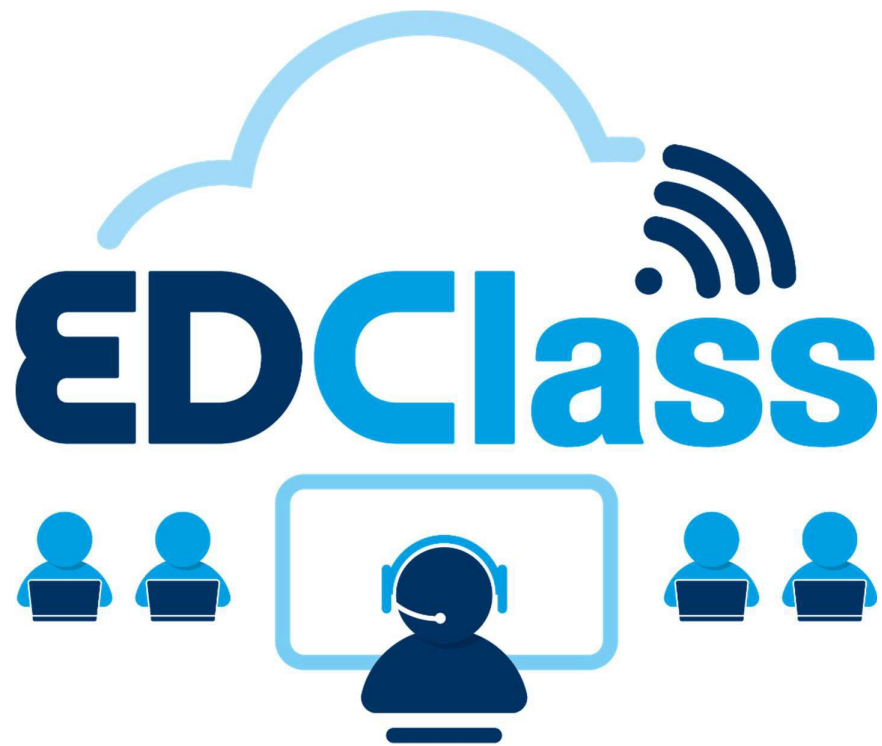


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| | EDClass Admissions Policy |  |
| Issue number | | |
| Approved by Sam Warnes | Date: 07/08/2024 | |

EDClass Admissions Policy



www.edclass.com

**Admissions policy for students using
EDClass's provision**

Overview

EDClass was set up to support the reintegration, where possible, of learners who cannot access mainstream education, for reasons such as; Emotional based school Avoidance, mental health (for example anxiety), Physical health and/or behavioural reasons such as short-term or fixed term exclusions. We are a solely online provision that provides schools/academies the opportunity to add KS3 and KS4 students to the platform.

Students will be placed through the admissions process to EDClass 'Learning Seat' if the Referrer of the platform intends for EDClass to be the sole provider of the child's education. At EDClass we ensure that students gain access to a curriculum that is appropriate, to their needs ensuring, where reasonably practicable they are not disadvantaged to their peers who have access within the mainstream setting.

Purpose

The purpose of this admission policy is to detail the service EDClass will provide to the Referrer (schools) to provide support to the student whom the Referrer wishes to place on an EDClass Learning Seat and continues until reviews and termination in accordance with clauses 48 through 55 of this admissions agreement.

Service Provision by EDClass

1. EDClass provides education to students from other schools, academies or multi-academy trusts ("schools") in Key Stage 3 and Key Stage 4 who are at risk of permanent exclusion or are avoiding school due to emotional school-based avoidance; anxiety; have problems with their physical health; have poor attendance; are school phobic; have health issues; behavioural issues; those not attending mainstream education; and other related issues (please note this is not an exhaustive list).

1.1 Addressing the individual social, emotional and learning needs of the student developing self-esteem and confidence.

1.2 Engaging students on pathways to learning with positive outcomes and supporting the Referrers ability to provide destinations, enabling them to gain recognised qualifications where appropriate.

1.3 Challenge and modify inappropriate behaviour in order for students to make appropriate choices.

1.4 Provide an education in order to facilitate reintegration back into the Referrer or support the Referrer on to further education or employment.

1.5 If for any reason the EDClass decides to terminate the placement, they will do so in accordance with clause 48 below.

2. EDClass Ltd is private registered business (No: 12612936) with the business model to deliver a highly successful online alternative provision and education service. EDClass Ltd is registered Learning Provider (UKPRN: 100088488) and is currently applying for the Online

Accreditation Scheme with the Department for Education (“DfE”) and is subject to inspection by Ofsted under the agreed framework for this framework.

3. The Referrer will take responsibility for the health, safety and welfare of students attending EDClass sessions online from a safe, suitable and secure place of learning. As stated in working together to improve attendance September 2022 – Under Clause 252.

4. The Referrer is responsible for providing suitable equipment to access online teaching and learning sessions that will enable the learner to receive the teaching, learning and curriculum pathway whilst on a ‘Learning Seat’.

5. EDClass is responsible with the Referrer for the success and progress of each student attending EDClass.

6. Students attending EDClass will remain registered with the Referrer school.

7. Teaching staff, assistants and any adults who come into contact with students at EDClass will have been subject to a successful enhanced Disclosure and Barring Service (“DBS”) check and vetted in accordance with the DfE statutory guidance Keeping Children Safe in Education (“KCSIE”). These will be placed on the update service.

8. EDClass will conduct regular checks and take appropriate action to ensure EDClass is a safe learning environment including compliance with Health and Safety legislation.

9. The Referrer will provide any other equipment and materials for all areas of a curriculum being studied by a student.

10. The Referrer will complete risk assessments and Health and Safety visits for all learning activities undertaken online at the learner’s residence or their place of learning as part of the curriculum delivery and the off-site visits and share this with EDClass in accordance to EDClass’ Service Level Agreement. This must include follow-up welfare and well-being visits.

11. EDClass will ensure the Referrer / senior leaders / legal guardian and any other agency have access to all information and a prior opportunity to withdraw from any curriculum delivery for all learners. If necessary, a specific curriculum will be completed for the student before the start of the placement if the learner is SEND or on an EHCP.

12. EDClass will maintain adequate and suitable insurance to cover all statutory obligations and will where necessary disclose material facts to its or the referrer’s insurer which may affect the terms of the respective policy.

13. EDClass can arrange to conduct a meeting with the student, their parent/carer and the Referrer prior to being accepted onto an EDClass Learning Seat if deemed appropriate by EDClass. Prospective students and the staff from the Referrer will have the opportunity to discuss EDClass and the curriculum needs and well-being needs prior to the commencement of their placement. The Referrer must give consent to the placement and agree on the objectives with EDClass and must also sign the consent to indicate their willingness to follow EDClass rules and expectations around responsible internet use; and attendance.

14. The EDClass Principal (or their nominee) will decide whether a student is admitted to EDClass with a discussion with the Referrer. If a student is admitted, they, their parent/carer and the Referrer will be informed of the proposed start date.
15. EDClass will support to a Referrer where appropriate to a student's Educational Health Care Plan ("EHCP") review.
16. EDClass will support students to work towards their objectives and gain positive destinations were agreed by implementing a system of incentives and sanctions to encourage students to make appropriate choices in accordance with EDClass' Behaviour policy.
17. EDClass will monitor, evaluate and record student progress on a daily basis and will feedback to the student, their parents/carers and the Referrer regularly and when specific issues arise. EDClass will issue half-termly reports and hold termly review meetings with students, their parent/carer and the Referrer to formally assess progress, discuss the next steps and ensure that the student is being adequately supported. EDClass will also call an additional meeting where EDClass staff believe it appropriate.
18. If a learner is on EDClass for a period then EDClass and the Referrer will meet every half term to assess and review progress; ensure the student is being adequately supported; and consider whether it is appropriate for the student to remain at EDClass in which case they will enter into a new agreement for provision at EDClass for the student.
19. EDClass will provide the opportunity for students to engage in activities beyond the school day and will celebrate the success of students as EDClass support teachers are contracted till 5 p.m. to assist with any additional and independent learning. The Referral must be contactable till 5 p.m. for any safeguarding or well-being requirements.
20. EDClass will provide staff supervision of students at all scheduled times during the school day.
21. Where a student is not attending sessions with EDClass then EDClass will inform the Referrer of the situation. If a student shows any attendance or safeguarding concerns or patterns, then EDClass will follow their safeguarding policy and procedures and the referrer will be informed and where necessary the Police.
22. EDClass will inform the Parent/Carer and the Referrer of:
 - 22.1 Curriculum delivery times, live sessions and support periods available
 - 22.2 Term dates and additional closure days such as Inset days or changes to the usual timetable.
 - 22.3 Significant timetable or programme alterations.
 - 22.4 Student absence.
 - 22.5 Where EDClass needs to close due to unforeseen events.

23. EDClass will maintain an admissions and attendance register that complies with DfE guidance.

Responsibilities of the Referrer

24. The Referrer maintains a duty of care for any student that is registered onto a 'Learning Seat' with EDClass. It is the responsibility of the referring school to provide a full-time educational entitlement where appropriate for any days a student is not accessing EDClass and to make any particular provision for a special educational need / EHCP.

25. The Referrer has ultimate responsibility, however, EDClass will support and pursue the success of each student it places at EDClass; this includes the student's academic progress, attendance, safeguarding, well-being and career progression.

26. The Referrer must maintain any student placed at EDClass on their register or on the register of a virtual school or the local authority register (in line with clause 6).

27. The Referrer is responsible for doing regular home visits and follow-up visits of a student who is accessing an EDClass 'Learning Seat' and where costs are incurred these will be met by the referrer. It is the responsibility of the Referrer to provide a copy of the risk assessment or any finding to EDClass (in line with clause 10).

28. The Referrer will maintain adequate and suitable insurance to cover all statutory obligations and will where necessary disclose material facts to its or EDClass' insurer which may affect the terms of the respective policy.

29. The Referrer will identify and supply contact details for an appropriate person who will act as the primary contact for EDClass. They will make themselves available for liaison and support to EDClass including attending the referral meeting, engaging in communication with EDClass, and attending termly review meetings and additional meetings where appropriate. The primary contact will arrange for any agreed actions in the Referrer's establishment to take place and coordinate the student's reintegration back into the Referrer or onto an appropriate education or training programme when they leave EDClass.

30. The Referrer will complete all set-up requirements of the EDClass student learning curriculum pathway; and provide any and all additional information and documentation as requested by EDClass staff; including but not limited to:

30.1 Most recent records of attainment, progress and attendance.

30.2 Timetable of the student when not attending EDClass.

30.3 Any qualification/examinations entered where applicable

30.4 Any other 3rd party involvement as nature of the placement

30.5 Current and predicted grades.

30.6 Evidence and details of specific learning difficulties.

30.7 Individual learning/behaviour plans.

30.8 SEND status (including the SENCO details)

30.9 EHCP's status (including the SENCO details)

30.10 Care plans/Personal Education Plans for looking after children.

30.11 Details of any convictions, pending court appearances or bail conditions

30.12 3 points of contact details available

Where possible all information will be transferred to EDClass via Wonde integration.

31. The Referrer will inform EDClass of known risks, concerns, and specific personal or social difficulties of a student including but not limited to:

31.1 Extreme or aggressive behaviour.

31.2 Truancy, poor attendance.

31.3 Involvement with drugs or the use of weapons.

31.4 County lines / Child Criminal Exploitation.

31.5 Child Sexual Exploitation.

31.6 Any current social worker details

32. The Referrer will inform EDClass of any safeguarding issues that are relevant to the student.

33. The Referrer will inform EDClass of any prior known student absence, dates of closure or inset days of the Referrer or if a student is to be withdrawn from EDClass or replaced by another student on the placement.

34. All information provided to either Party will be treated and stored confidentially in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018. For the purposes of this clause the terms Controller, Processor, Data Subject, Personal Data, Process(ing) and Personal Data Breach shall have the meanings prescribed to them under the UK Data Protection Legislation.

35. The Parties agree that for the purposes of the UK Data Protection Legislation and with respect to their rights and obligations under the Contract, both shall be acting as Controller.

36. Each Party shall comply with all applicable requirements imposed on a Controller under the UK Data Protection Legislation and each Party shall: ensure that it has all notices and consents in place to enable lawful transfer of the Personal Data to the other Party and their

authorised representatives for the Agreed Purposes; give full information to any Data Subject whose personal data may be processed under this Contract of the nature such Processing. This includes giving notice that, on the termination of this Contract, Personal Data relating to them may be retained by or, as the case may be, transferred to the other Party or their authorised representatives; Process the Personal Data only for the Agreed Purposes; not disclose or allow access to the Personal Data to anyone other than the other Party or their authorised representatives; ensure any of its authorised representatives are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Contract; ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; not directly or indirectly disclose Personal Data received from the other Party to a country or organisation located outside of the UK unless the prior written consent of the other Party has been obtained.

37. Each Party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each Party shall: consult with the other Party about any notices given to Data Subjects in relation to the Personal Data; promptly inform the other Party about the receipt of any Data Subject access request; provide the other Party with reasonable assistance in complying with any Data Subject access request; not disclose or release any Personal Data in response to a Data Subject access request without first consulting the other Party wherever possible; assist the other Party, at the cost of the other Party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with Supervisory Authorities or regulators; notify the other Party without undue delay on becoming aware of any breach of the UK Data Protection Legislation; at the written direction of the other Party, delete or return Personal Data and copies thereof to the other Party on termination of this Contract unless required by law to store the Personal Data; maintain complete and accurate records and information ; and provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation.

38. Each Party shall indemnify the other Party against all liabilities costs, expenses, damages and losses suffered or incurred by the other Party as a result of breaching UK Data Protection legislation.

39. The Referrer further acknowledges that it will not share data from EDClass unless there is a valid and lawful requirement to do so which is limited to a legal or ethical obligation to share the information.

40. Where a student is removed from EDClass for any reason including illness or inappropriate/dangerous behaviour, it is the responsibility of the Referrer to support the student during the school day. Where it is not possible for EDClass to contact a parent/carer to release a student from EDClass it is the responsibility of the referrer to arrange for supervision of the student until parents can be contacted.

41. The Referrer will work closely with EDClass staff to try to ensure a placement and learning environment is suitable and successful. The referrer will encourage their student to engage

with the programme. The Referrer through the primary contact will remain in regular contact with EDClass to ensure they are aware of any ongoing issues and concerns and attend meetings with parents where discussions about the future of the placement occur such as reintegration meetings.

Financial Arrangements

42. EDClass will charge an annual fee to the Referrer for continuous and multiple student access to their EDClass 'Learning Seat'. The fee includes all teaching, learning, support, supervision, curriculum administration and delivery fees throughout the school day including the tailored tuition and support and education materials required.

43. The Referrer also agrees to indemnify EDClass and make payment on demand of any reasonable contingency costs incurred by EDClass in respect of the student being placed at EDClass.

44. The referrer will provide a purchase order number for their agreed number of EDClass 'Learning Seats'.

45. EDClass will invoice the Referrer within 7 days.

46. EDClass will not discount any fee where a student fails to attend. If a student is withdrawn, the Referrer may fill the EDClass 'Learning Seat' vacated with another student or even rotate the seat for numerous learners.

47. The Referrer will pay any EDClass invoice within 14 calendar days. If payment is not received within 14 days access to the EDClass platform will be denied until payment is received in full

Ending a Placement

48. EDClass may end a placement of a student before the agreed date when a Director of EDClass deems it necessary. This will usually be where there has been a very serious breach of EDClass Behaviour Policy; where it is clear to EDClass staff that the well-being and mental state (not an exhaustive list) of a student isn't positive enough to continue or even start learning; the environment for the learner is not suitable; the Referrer is not meeting the review process; the Referrer is not doing the agreed visits; the Referrer is not adhering to the EDClass service level agreement; or it has been communicated to the Referrer that the student placement has broken down.

49. EDClass will inform the Referrer in writing of any concerns or issues that may put a student's 'Learning Seat' placement at risk and will notify them of any issues. Where it becomes likely that a student's placement will end, EDClass will provide as much notice in accordance to the EDClass Service Level Agreement as possible to the Referrer to secure an alternative provision.

50. EDClass will only end a placement as a last resort after every other strategy/intervention has proved to be unsuccessful.

51. The Referrer may end a placement of a student before the agreed date when the

Principal or Head Teacher of the Referrer deems it necessary, such notice will be given in writing to and in accordance with clause 71. The Referrer will only end a placement as a last resort after every other strategy/intervention has proved to be unsuccessful.

52. The Referrer will accept that where it is clear the placement cannot continue, they will support EDClass in the decision.

Termination

53. This agreement per 'Learning Seat' will terminate exactly as stipulated in the Service Level agreement which relates to the fixed duration of the agreed payment terms or when the 'Learning Seat' placement is ended.

Entire Agreement

54. This Agreement constitutes the entire agreement between EDClass and the Referrer in respect of the student's 'Learning Seat' placement and supersedes all prior agreements, assurances, negotiations, promises, representations, submissions, understandings and warranties, whether written or oral relating to the subject matter of this Agreement. Both parties agree that they shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Both parties agree that they shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

55. The parties shall not be liable to each other for failure to comply with any of their respective obligations under this Agreement due to any circumstances beyond their reasonable control.

56. The parties do not intend that any of the terms of this Agreement will be enforceable by a person other than the parties by virtue of the Contracts (Right of Third Parties) Act 1999.

57. If any part of this Agreement is found to be invalid, illegal or unenforceable, the remaining parts of this Agreement will remain valid, legal and enforceable.

58. Variation of this Agreement may only be varied by written agreement of the parties.

Dispute Resolution

59. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out or in connection with this the Agreement and such efforts shall involve the escalation of the dispute through the following steps:

EDClass Service Level Agreement
EDClass Operations Director
Director of EDClass
CEO of EDClass
COO of EDClass EDClass Complaints Policy
EDClass Safeguarding Policy
Referrer Primary Contact

Referrer Principal / Headteacher / SLT
Chair of Referrer MAT or Local Governing Body

60. If the dispute cannot be resolved by the parties within one month of being escalated, the dispute may by agreement be referred to a mediator chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.

61. If the parties fail to appoint a mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of a mediation taking place, either party may exercise any remedy which it has under applicable law.

62. No failure or delay by any of the parties to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

63. Each party undertakes to indemnify the other party against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses, whether arising in tort (including negligence) or as a result of default or breach of this Agreement to the extent that any loss or claim is due to the breach of contract, negligence, wilful deceit, or fraud of the indemnifying party (or its employees, agents or sub-contractors), except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement, or applicable law by the indemnified party or its employees, agents or sub-contractors.

64. Should a breach of this Agreement not be resolved then either party may seek to terminate the Agreement by providing written notice to the other party taking into account the progress and welfare of the student on current placement.

65. Neither party shall disclose to anybody other than the other party to this agreement any information in connection with the provision of the service, or any information contained in the Agreement unless required to do so by law.

66. EDClass shall not transfer or assign this Agreement and shall not subcontract the provision of the service without the prior written permission of the Referrer.

67. Either party may not without the prior written consent of the other, publish alone or in conjunction with any other person any articles relating to this Agreement.

Notices

68. Notices served under this Agreement must be in writing and must be served by hand, post or e-mail to the following addresses:

EDClass: CEO, EDClass, Aston House, Campbell Way, Dinnington, Sheffield, South Yorkshire, S25 3QD

EDClass E-mail: admissions@edclass.com

Referrer:

Referrer E-mail:

69. Notices under this Agreement will be deemed served:

69.1 By hand on the date of service.

69.2 By first class post, the second business day after posting.

69.3 By e-mail the date of sending if sent by 5 pm or the day after if sent after 5 pm.

Governing law and jurisdiction

70. This Agreement shall be governed and construed in accordance with English law and without affecting clauses 54 to 59 above, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Contacts

71. EDClass's primary contact for this Agreement is the CEO whose email address is upon request

72. The Referrer's primary contact for this Agreement is _____ whose email address is

73. EDClass's contact for invoices is finance@edclass.com