



## NPQ School/Employer Contract

This contract is between **(Name of School/Employer)** and **Education Development Trust (EDT)**, a company incorporated under the laws of England and Wales and registered under company number 867944, registered office at Highbridge House, 16-18 Duke Street, Reading, RG1 4RU.

This contract covers the duration of the National Professional Qualifications (NPQ) that are being undertaken by staff from **(Name of School/Employer)**. It sets out the terms and conditions under which NPQs and the Early Headship Coaching Offer (EHCO) for new Heads will be delivered.

### 1. NPQs booked

Detailed below are the NPQs which have been booked through Ed Dev Trust by members of your school. NPQs are funded in full by DfE (scholarship funding) if the applicant works in a state funded school or state funded organisation that offer 16-19 places in England. Additionally, there are specific eligibility criteria for the Early Headship Coaching Offer. See [here](#) for further information.

Name	NPQ
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### 2. Invoicing

If an individual or school/employer is not eligible for scholarship funding, an invoice will be issued by Education Development Trust. The invoice must be paid in full within 30 days of receipt and time permitting, prior to the start of all NPQs. Please note NPQ costs are subject to VAT. Details of fees for each NPQ can be found on the [Education Development Trust website](#).

### 3. Release Time

All NPQs involve a fully blended programme incorporating:

- Online modules.
- Face to face training.
- Webinars to support learning.

- Tutoring sessions.

We expect anyone undertaking a NPQ to carry out e-learning, reading and reflection within their normal timetable. Release time has deliberately been kept to a minimum and so it is important that participants do attend training and tutoring events. Time commitments for each NPQ are detailed in the following tables. If any participant finds during the programme that they are unable to meet these commitments, then they should raise this with the course lead in the first instance to explore any challenges they are facing. The course lead will discuss an appropriate course of action which could include requesting additional support from the school/employer, deferring completion of the programme or withdrawal.

<b>Specialist: NPQLTD, NPQLT, NPQLBC</b>	
<b>Duration</b>	12 months (plus 3 months for Summative Assessment)
<b>No. modules</b>	5 Blocks
<b>F2F training</b>	<b>10 hours:</b> 2 x 5-hr training events, led by local Delivery Partners
<b>Online training (webinars)</b>	<b>15 hours:</b> mix of live and recorded webinars
<b>Self-study (online)</b>	<b>30 hours</b>
<b>Tutoring</b>	Includes 1 x introductory call & ongoing tutoring support provided by a Local Lead Trainer dedicated to each NPQ
<b>Total input time</b>	<b>55 hours</b> (not including tutoring time)
<b>Leadership: NPQSL, NPQH, NPQEL (all NPQEL provision will be run centrally)</b>	
<b>Duration</b>	18 months (plus 3 months for Summative Assessment)
<b>No. modules</b>	4 Blocks
<b>F2F training</b>	<b>16 hours</b> 4 x 4-hr training events, led by local Delivery Partners
<b>Online training (webinars)</b>	<b>20 hours</b> = mix of live and recorded webinars
<b>Self-study (online)</b>	<b>45 hours</b>
<b>Tutoring</b>	Includes 1 x introductory call & ongoing tutoring support provided by a Local Lead Trainer dedicated to each NPQ
<b>Coaching (EL only)</b>	<b>6 hours 1:1 coaching</b> for EL candidates
<b>Total input time</b>	<b>81 hours</b> (not including tutoring time); <b>87 hours for EL</b> (with coaching)
<b>Early Headship Coaching Offer for Head Teachers</b>	
<b>EDT provides...</b>	<b>Delivery Partner leads...</b>
<ul style="list-style-type: none"> <li>• bespoke online diagnostic survey, assessing participant strengths, confidence &amp; developmental needs</li> <li>• training of DP facilitators</li> <li>• mechanisms for: <ul style="list-style-type: none"> <li>○ early headship peer review</li> <li>○ enhanced collaboration, including online spaces for the Communities of Practice, for resource-sharing, posting &amp; chat</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>10 monthly</b> (term-time, twilight) <b>3-hour</b> F2F Community of Practice sessions, comprising:</li> <li>• role-based practical problem-solving (<b>60 mins</b> whole-group discussion;<b>30 mins</b> problem-solving)</li> <li>• guided professional dialogue (<b>60 mins</b>)</li> <li>• informal networking (<b>30 mins</b>)</li> <li>• additional mentoring support from facilitators, as needed</li> </ul>

## 4. Sponsorship

It is essential that all applicants have appropriate support from their leadership team when undertaking an NPQ or signing up for the EHCO for New Head Teachers. They are required to have a named sponsor within the school who will be a key point of support throughout their chosen programme. Sponsors will be asked to sign a statement confirming their support, once an applicant has accepted a place on the NPQ/EHCO. The signed sponsor form must be returned by the deadline stipulated to avoid any delay to the applicant being able to start the programme.

## 5. Cancellation

Ed Dev Trust must be notified in writing of any cancellations prior to the start of the NPQ. Where fees are being incurred, if a sales order/invoice has already been issued, or payment been made, a refund will be issued to the school/employer as per the terms and conditions of our refund policy.

## 6. Deferral

Once an applicant has been offered a place on an NPQ they may choose to defer due to unforeseen circumstances such as ill health, parental leave, bereavement etc. Similarly, participants who have already started an NPQ, may need to defer completion. In either case, a request to defer should be discussed with the NPQ course lead in the first instance. If there is no alternative but to defer, then a request must be submitted to the Ed Dev Trust programme team in writing stating when the deferral will start from and when the applicant/participant would like to re-join the programme. All such requests will be reviewed on a case-by-case basis.

If the school/employer is not eligible for scholarship funding, no refund will be available at the point of deferral as the applicant/participant is expected to return to the programme. For scholarship funded NPQs, DfE reserves the right to claim back funding which has been awarded to schools/employers to cover the cost of individuals who do not complete the programme. In such cases, Ed Dev Trust similarly reserves the right to re-claim these amounts from the school/employer or Trust and the School/Employer or Trust agrees to repay those amounts in such cases.

## 7. Withdrawal

All applicants are encouraged to complete the entire NPQ programme for which they have registered. However, circumstances may arise which mean that withdrawal from a course is unavoidable, for example a change in role (meaning the course is no longer applicable) or sudden/long term illness. Withdrawal should be discussed with the NPQ course lead in the first instance. Where possible, applicants will be encouraged to defer completion of their NPQ rather than withdrawing completely.

If an applicant wishes to proceed with their decision to withdraw, then a request should be submitted in writing to the Ed Dev Trust programme team, detailing the planned date of withdrawal and the reasons for doing so.

## 8. Refunds

Where a school/employer has paid for a NPQ or the EHCO Early Headship Coaching Offer and the participant has withdrawn, a whole or partial refund of fees is at the sole discretion of Education Development Trust. The timing of the withdrawal (whether it is before the programme has started, halfway through etc) will be taken into account, as will the costs incurred by the organisation from the point at which the applicant accepted their place on the programme.

## 9. Data Processing

In relation to the data that is being collected, EdDevTrust and the School agree that the following principles apply:

- EdDevTrust are data controllers in respect of the personal data we process.
- EdDevTrust have put in place suitable physical, technical, electronic and managerial procedures to safeguard and secure the information we collect but if we become aware of a personal data breach affecting any individual at the School, we will notify you as soon as reasonably practicable and work with the School to minimise the impact on data subjects.
- It will be the responsibility of EdDevTrust to notify the Information Commissioner's Office if a personal data breach presents a risk to the rights and freedoms of individuals.
- Anyone registering for a NPQ, must agree to the collection and sharing of the personal data they provide to EdDevTrust with the DfE and the evaluators working on DfE's behalf. Please see the Privacy Policy on the Education Development Trust Website - <https://www.educationdevelopmenttrust.com/privacy> which sets how this data will be shared and used.
- Education Development Trust will maintain confidentiality: any information, data or documents received by Education Development Trust will not be shared with any

third party other than DfE for reporting purposes, or used outside of the NPQ it relates to, without the consent of the disclosing party.

## 10. Evaluation & Quality Assurance

The Office for Standards in Education, Children's Services and Skills (Ofsted) is the body responsible for inspecting the Lead Provider and quality of provision on the NPQ Programmes. This means that Ofsted inspectors will visit the Lead Provider and may want to visit your School as part of their inspection. There will be an expectation that your school will take part in this where necessary.

There will also be an external evaluator appointed by the DFE to carry out an evaluation of the programme.

**Neither the school/employer nor any individuals will be identified in any reports or other publications arising from the Ofsted inspection or the programme evaluation. The information collected by Ofsted will only be used in judgements against the Lead Provider.**

Any data collected by the external evaluator will be used for research and evaluation purposes only and no information that can identify individuals will be used for any other purpose without the explicit permission of the individuals concerned. Any personal data collected will be destroyed by the external evaluators in accordance with the Data Protection Act 2018 or other applicable and relevant legislation when it is no longer required

## 11. Intellectual Property

Education Development Trust will retain ownership of all intellectual property in materials created or used by Education Development Trust for the purpose of delivering any NPQ. No licence is provided or implied by this Agreement to use any such intellectual property except insofar as is needed for the purposes of this Agreement.

## 12. General legal terms

1. Nothing in this contract is intended to create or shall constitute or be deemed to constitute a legal partnership or joint venture between the parties.
2. This contract is not intended to confer any rights upon any third parties or persons not a party to it.
3. This contract shall form the entire understanding between Education Development Trust and [Insert School Name] and may only be amended by written agreement of either party.
4. This contract shall be governed by the laws of England.

## 13. Signatures

This contract will be effective upon the signature of authorised officials from Education Development Trust and the School.

For: Education Development Trust	
Name:	Anna Searle
Role:	UK Director
Data protection	By accepting this agreement I agree to the use of my personal data as described in this Agreement and the Schedule hereto

### **Schedule 1: Standard Data Collection Terms**

The Data Protection Act 2018 requires Education Development Trust to provide you with certain information when you have provided it with personal data.

'Personal data' means information relating to an identified or identifiable living person.

Please read the following information carefully and, if you agree to the use of your personal data or the data for which you are responsible as Controller, in the manner this form describes, please sign the statement above.

#### **Who are we?**

Education Development Trust is a registered charity and company limited by guarantee, incorporated in England and Wales. It is a 'controller' under the General Data Protection Regulation. Occasionally it will also act as a 'processor' and if we are acting as a processor then the controller will be listed below or provided to you orally or through email at the time of collection of the data.

#### **What information will we collect from you?**

We will only collect information from you that is relevant to the circumstances in which we are working with you. In particular; we may collect the following information from you which is defined as 'personal data':

Personal details - name, address, contact details; Organisation invoicing details, Business activities; Training needs and details of past training; Education and employment details; Goods or services provided; visual images.

You will be informed of any other data we collect orally or through email at the time of collection of the data.





## **How will we use your information?**

We may use your information to enable us, through our arrangements with you, to meet our charitable objectives through our various legitimate business concerns and commercial activities. In particular your data may be used to help us to provide education or services in the field of education or a similar field; training to our customers and clients; to promote and provide our services; to maintain our own accounts and records; and to support and manage our employees, any of which may be necessary for the performance of any contract or arrangement between us. We may also use it for:

Administering any accounts; processing bank details for payment purposes; the prevention or detection of fraud; market research; marketing; Disclosure and Barring Service checks; credit reference checks

You will be informed of any other use of the data we collect orally or through email at the time of collection of the data.

## **Who will we share your information with?**

We sometimes need to share the personal information we process with other organisations with whom we work to deliver the activities described under the paragraph "*How will we use your information?*" What follows is a description of the types of organisations we may need to share some of the personal information we process with for one or more reasons.

Business associates, clients or lead contractors, local and national authorities, charities; professional advisers; educators and examining bodies; current, past or prospective employers; employment and recruitment agencies; financial organisations; credit reference agencies; debt collection and tracing agencies; suppliers and service providers; persons making an enquiry or complaint; other companies in the same group; central government; police forces, courts

You will be informed of any other data we collect orally or through email at the time of collection of the data.

## **For how long will we keep your information?**

We will keep your information throughout the period of time that we work with you and for the duration of any projector association with us as part of which you provided the personal data, and for a period of six years from that point or until it is no longer necessary for us to hold the data.

## **Will my data be transferred outside the European Economic Area?**

Our data servers or those which host our software are or may be located in the United States and so your data is likely to be transferred outside the EEA under contractual arrangements with the relevant companies providing those servers or hosting services. If you have provided

data to us as part of a project that is being delivered by or with or that is linked to any of our overseas offices, then we may also need to transfer your data outside the EEA.

### **What rights do you have?**

You have a series of rights under the General Data Protection Regulation including the right to access a copy of the information we hold about you, to have data we hold erased, to restrict the use of your data, to object to marketing use of your data, the right to withdraw consent to our processing of your data, rights concerning the portability of your data. Further information on this issue can be obtained from our Data Protection Officer at [sclifton@educationdevelopmenttrust.com](mailto:sclifton@educationdevelopmenttrust.com)

### **Who can you complain to if you are unhappy about what we have done with your information?**

If you are unhappy about how we are using your information then initially you should contact the Data Protection Officer and if your complaint remains unresolved then you can contact the Information Commissioner's Office, details available at [www.ico.org.uk](http://www.ico.org.uk).