SCHOOLS' MIS (MANGEMENT INFORMATION SYSTEMS)
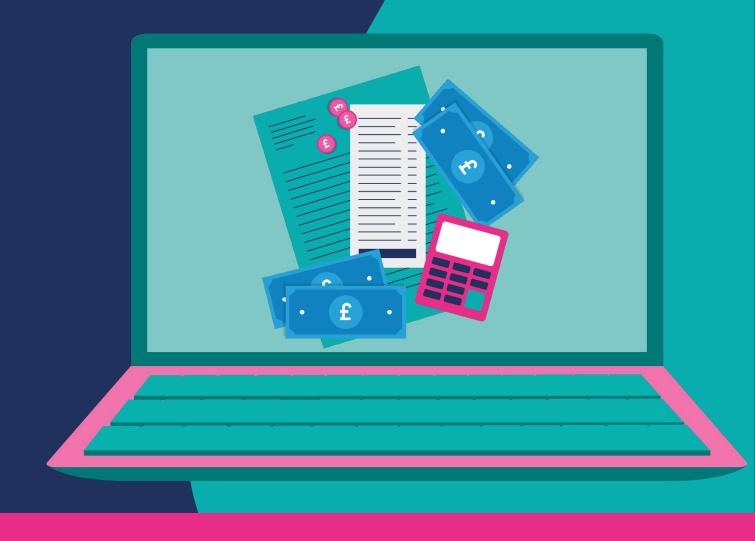
Service Level Agreement

2024-25

1. Introduction

1.1. Purpose of the SLA

The SLA is part of the overall contractual and operational documentation and is intended to set out each of the party's service delivery obligations. The SLA has been designed to set out the outputs desired from all parties to the Agreement, setting out who is the Lead Party (the party responsible for making sure that the output is achieved) and what each of the respective parties are expected to input in order to achieve the required output.

Our commitment to you

Hoople's Information technology Service is committed to achieving continuous service improvement and business excellence. We want to ensure that our clients receive the highest level of service possible and that this is delivered economically, efficiently and effectively. The primary aims of the service are:

- To work with the client to develop/ implement IT solutions to help meet their objectives.
- To identify new IT opportunities and provide technical expertise to enable the client to improve efficiency whilst reducing operational costs.
- To provide a secure, stable and robust environment, which enables the client to utilise existing software applications with the maximum return.

Our service will be based on the ITIL standard (Information Technology Infrastructure Library) and will focus on aligning technology with the needs of your business. ITIL is an industry standard that provides a cohesive set of 'best practice IT management' from the public and private sector. Service objectives are to provide:

- IT strategic leadership to help clients achieve continuous service improvement within their business.
- A service that is fit for purpose for a diverse range of users.
- A robust infrastructure platform.
- Timely and professional resolutions to incidents and service requests.

1.2. Point of Contact

The main point of contact for SIMS, SMS, FMS, Arbor Education, Bromcom and ScholarPack:
IT Schools' Support team
ictmissupport@hoopleltd.co.uk (tel: 01432 261500)

1.3. Quality Indicators and Performance Reporting

Quality control

Hoople is committed to providing superior quality products and services. Quality objectives have been established to drive continuous improvement, greater efficiency and improved customer satisfaction. The quality programme employs effective quality control techniques, quality assurance reviews/ audits aimed at continually improving value over the long term while addressing the needs of all stakeholders. Exceeding client expectations is a core aspiration for Hoople.

Primary elements of service quality include: reliability, understanding of client issues, empathy and responsiveness.

Continuous improvement programme:
- A continuous improvement programme (CIP) has been implemented to promote customer focus and service. This includes:
- Listening to our clients' feedback so that continuous improvement is actioned.
- Where necessary, we will review and amend processes to improve service delivery.
- Sharing best practice and innovation.

1.4. Hoople Overall Responsibilities

- Discharging the services and standards listed In the SLAs.
- Achieving the agreed key performance measures.
- Continuously maintaining and improving levels of skills and expertise to deliver and improve the services in accordance with good industry practice.
- Dealing with additional/ special customer requests as agreed.
- Annual client consultation as part of a continuous improvement programme.
- Notify customer of any problems in connection with the provision of service.
- Provide agreed performance indicator reports to agreed timescales.
- Respond promptly to information requests from the client, including statutory and regulatory access to information requests, for example to meet statutory timescales.
- Observe the agreements on intellectual property.
- Delivering all service, programme and project assurance requirements as agreed with the client.
- Maintain the agreed hours of operation which are:
- Schools' Support team – Monday to Thursday 08:00 – 17:00 and Friday 08:00 – 16:30, plus agreed out of hours support, where arranged.
- Service Desk – Monday to Friday 08:00 – 17:30, plus agreed out of hours support, where arranged.
- Compliance with all legislation, statutory regulations and clients' financial procedures, procurement policy and operating policies.
- Compliance with the clients' Information Security Management System Policy and Statement of Applicability to deliver ISO27001 certified services.

1.5. School Overall Responsibilities

- Treat the contents of this agreement as confidential, commercially sensitive, unless agreed with Hoople.
- Co-operate with all reasonable demands for access to IT facilities within the school grounds.
- Comply with the terms of any corporate licence agreement relevant to the delivery of services under this agreement.
- Provide information reasonably requested by Hoople to agreed timescales.
- Ensure that all customers' staff are fully informed and adhere to all policies affecting the services provided by Hoople.
- Ensure that charges for services are paid promptly and in accordance with our credit terms of 30 days.
- Inform Hoople of any risks which may impact service delivery.
- Pay all agreed third party supplier costs, not included in the costs of this SLA, within 30 days.
- Register held or processed by Hoople under the provisions of the General Data Protection Regulation 2018 (e.g. as a bureau service) under the customers' registration.

1.6. Joint Overall Responsibilities

- Provide accurate and timely information to enable the agreed timescales for service delivery to be met.
- Ensure that all employees are aware of any changes to legislation, policies and procedures affecting the delivery of services with this agreement.
- Ensure co-operation and prompt action to correct all errors and anomalies.
- Ensure that service/ organisation objectives are clearly communicated in a manner that is understandable by all parties.
- Respect the confidentiality of information at all times.
- Do not disclose any information specific to this Agreement to any third party without the written authority of the other party, treat as confidential, including rates and contractual information.

2. Breakdown of ESS SIMS Services

Access to highly trained, motivated and knowledgeable staff who have expertise in handling employee and pupil data.

2.1. SIMS Application Support – Essential service

Deliverable 1: Dedicated support from the Schools' Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:

- Telephone and remote support for fault resolution.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Statutory return demonstrations and new user training.
- Demonstrations of new software.
- Additional consultation time with the Schools' Support team can be purchased for half and full day support as required.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the SIMS software for the financial year 2024/25.	Telephone Service Desk.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Ensure that all upgrades forwarded to the school by the Schools' Support team are carried out in a timely manner and, where driven by Statutory Returns, in sufficient time to allow the gathering of data to produce said return.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
Provide staff with opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.

Customer responsibilities	Hoople responsibilities
Consent to the use of administrator level remote access to the schools' network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the SIMS application.	Provide information about and demonstrations of new software.
	Supply of upgrades to SIMS software.
	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Demonstrations in the form of open workshops for all statutory processes to include School Census held in Autumn, Spring and Summer, SIMS Assessment Manager for Key Stage Returns, End of Year administration processes and School Workforce Return.
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	
	Having received at least five working days' notice from the school that they are ready to undertake an upgrade, the Schools' Support team will arrange for telephone support to be available. This may include a twilight session (up to 18:00) if requested. Should problems arise during or after the upgrade an onsite visit is included in the core service. Any problems resulting from an upgrade will be treated as a priority 1 call.

2.2. SIMS Application Support – Enhanced Service

Deliverable 1: Dedicated support from the Schools' Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and male real time decisions based on evidenced information.

Deliverables include:

- SLA visits to schools (school to book).
- Telephone and remote support for fault resolution.
- On-site visits for problem solving.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Local training courses and workshops.
- Demonstrations of new software.
- Support for SIMS pupil assessment and performance from Early Years to KS% including customised mark sheets where required.
- Pupil performance and data analysis using Discover and Assessment Manager (provided the school is using SIMS for tracking pupil progress.
- Customised reporting for parents using SIMS Assessment Manager or SIMS Profiles.
- Ofsted preparation and support.

Deliverable 4: Additional Headcount – permanent, temporary and casual staff (Lead: Hoople)

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the SIMS software for the financial year 2024/25.	Telephone Service Desk.
Backup data must be taken on a daily basis.	On-site visits for problem solving where the issue cannot be resolved remotely and is caused by a system defect.
Ensure that all upgrades forwarded to the school by the Schools' Support team are carried out in a timely manner and, where driven by Statutory Returns, in sufficient time to allow the gathering of data to produce said return.	Follow-up testing and problem solving.
	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes. Consultancy for school administration systems.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Consultancy for school administration systems.

Customer responsibilities	Hoople responsibilities
Ensure that the Schools' Support team have full and timely physical access to the school's server(s), network equipment, PCs and Administrator accounts, and SIMS user IDs and passwords.	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
Consent to the use of administrator level remote access to the school's network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the SIMS application.	Provide new information and demonstrations of new software.
	Supply of upgrades to SIMS software.
Consent to the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	Unlimited onsite support sessions.
	Demonstrations, training and onsite support for all statutory processes to include School Census held in Autumn, Spring and Summer terms, SIMS Assessment Manager for Key Stage Returns, End of Year administration processes and School Workforce Return in the form of open workshops: Autumn, Spring and Summer terms – School Census, Spring term – SIMS Assessment Manager for Key Stage Returns/ Summer term – End of Year Procedures. A training booklet with courses will be issued.
	Having received at least five working days' notice from the school that they are ready to undertake an upgrade, the Schools' Support team will arrange for telephone support to be available.
	This may include a twilight session (up to 18:00) if requested. Should problems arise during or after the upgrade an onsite visit is included in the core service. Any problems resulting from an upgrade will be treated as a priority 1 call.

2.3. SIMS Financial Management (FMS) – An integrated accounting system that enables schools to manage key financial processes

Deliverable 1: SIMS Financial Management System (ICAEW accredited) enables schools to manage all their key financial processes with an integrated double-entry accounting system. The system will provide:

- A comprehensive picture of your school's finances.
- Ensures your school's funding and resources are out to the best possible use.
- Gathers information on staff contracts, payroll, purchases, payments received and assets held at any time.
- Easily generates reports to help monitor day-to-day spending Enhanced IT needs.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the SIMS software for the financial year 2024/25.	Telephone Service desk.
Ensure that the school is licensed to operate the SIMS application for the period of this SLA.	On-site visits for problem solving experienced FMS users.
Ensure that all upgrades forwarded to the school by Education Software Solutions are carried out within a reasonable time.	On-site visits as part of your SLA for problem solving.
Provide staff with appropriate training. The Schools' Support team is not bale to provide support to users who have not undertaken appropriate training for the relevant application.	Information sheets to assist schools in important processes.
	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Information about and demonstrations of new processes within the software.
Ensure that the Schools' Support team have full and timely physical access to the school's server(s), network equipment, PCs ad Administrator accounts and passwords, and SIMS user IDs and passwords.	Information about and demonstrations of new processes within the software. Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
	Backup routines where appropriate for supported software and devices.
Consent to the use of administrator level remote access to the school's network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the SIMS FMS application.	Access to workshops and training courses.
	Access to workshops and training courses.
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Customer responsibilities	Hoople responsibilities
Permit remote access (especially important at sites that do not have curriculum support).	
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues.	
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	
Backup data must be taken on a daily basis.	

2.4. SIMS Consultancy – A tailored MIS consultancy service delivered by our dedicated Schools' Support team

Deliverable 1: A member of the specialised Schools' Support team will work alongside you to provide tailored support according to the brief provided.

Customer responsibilities	Hoople responsibilities
Provide a clear brief of expectations and outcomes for your consultation.	Provide a consultant at the time agreed.
Be available for your consultation at an agreed time.	Work to the agreed brief and outcomes.
Agree the length of consultation time required (sold in segments of 3.5 hours).	

3. Breakdown of Arbor Education Services

Access to highly trained, motivated and knowledgeable staff who have expertise in handling employee and pupil data.

3.1. Arbor Education Application Support – Essential Service

Deliverable 1: Dedicated support from the School's Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:

- Telephone and remote support for fault resolution.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Statutory return demonstrations and new user training.
- Demonstrations of new software.
- Additional consultation time with the Schools' Support team can be purchased for half and full day support as required.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the SIMS.	Telephone Service Desk.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Ensure that all upgrades forwarded to the school by the Schools' Support team are carried out in a timely manner and, where driven by Statutory Returns, in sufficient time to allow the gathering of data to produce said return.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
Ensure that the Schools' Support team have full and timely physical access to the school's server(s), network equipment, PCs and Administrator accounts and passwords, and SIMS user IDs and passwords.	Provide information about and demonstrations of new software.
	Provide information about and demonstrations of new software.
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Customer responsibilities	Hoople responsibilities
Consent to the use of administrator level remote access to the school's network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the SIMS application.	Supply of upgrades to SIMS software.
	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Demonstrations in the form of open workshops for all statutory processes to include School Census held in Autumn, Spring and Summer, SIMS Assessment Manager for Key Stage Returns, End of Year administration processes and School Workforce Return.
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	Having received at least five working days' notice from the school that they are ready to undertake an upgrade, the Schools' Support team will arrange for telephone support be available.
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	This may include a twilight session (up to 18:00) if requested. Should problems arise during or after the upgrade an on-site visit is included in the core service. Any problems resulting from an upgrade will be treated as a priority 1 call.

3.2. Arbor Education Application Support – Enhanced Service

Deliverable 1: Dedicated support from the Schools' team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Decisions include:
- SLA visits to schools (school to book).
- Telephone and remote support for fault resolution.
- On-site visits for problem solving.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Local training courses and workshops.
- Demonstrations of new software.
- Support for SIMS pupil assessment and performance from Early Years to KS5 including customised mark sheets where required.
- Pupil performance and data analysis using Discover and Assessment Manager (provided the school is using SIMS for tracking pupil progress).
- Customised reporting to parents using SIMS Assessment Manager or SIMS Profiles.
- Ofsted preparation and support.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the SIMS.	Telephone Service Desk.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Ensure that all upgrades forwarded to the school by the Schools' Support team are carried out in a timely manner and, where driven by Statutory Returns, in sufficient time to allow the gathering of data to produce said return.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
	Consultancy for school administration systems.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
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Customer responsibilities	Hoople responsibilities
Ensure that the Schools' Support team have full and timely physical access to the school's server(s), network equipment, PCs and Administrator accounts and passwords, and SIMS user IDs and passwords.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
	Provide information about and demonstrations of new software.
Consent to the use of administrator level remote access to the school's server(s), network equipment, PCs and Administrator accounts and passwords, and SIMS user IDs and passwords.	Supply of upgrades to SIMS software.
	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre Software is supported directly by AVCO not IT services).
Consent to the use of administrator level remote access to the school's network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the SIMS application.	Unlimited onsite support sessions.
	Demonstrations, training and onsite support for all statutory processes to include School Census held in Autumn Spring and Summer terms, SIMS Assessment Manager for Key Stage Returns, End of Year administration processes and School Workforce Return in the form of open workshops: Autumn, Spring and Summer terms – School Census, Spring term – SIMS Assessment Manager for Key Stage Returns/ Summer term – End of Year Procedures. A training booklet with courses will be issued.
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	
	Having received at least five working days' notice from the school that they are ready to undertake an upgrade, the Schools' Support team will arrange for telephone support be available. This may include a twilight session (up to 18:00) if requested. Should problems arise during or after the upgrade an on-site visit is included in the core service. Any problems resulting from an upgrade will be treated as a priority 1 call.

4. Breakdown of Bromcom Services

Access to highly trained, motivated and knowledgeable staff who have expertise in handling employee and pupil data.

4.1. Bromcom Application Support – Essential Service

Deliverable 1: Dedicated support from the School's Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:
- Telephone and remote support for fault resolution.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Statutory return demonstrations and new user training.
- Demonstrations of new software.
- Additional consultation time with the Schools' Support team can be purchased for half and full day support as required.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the SIMS.	Telephone Service Desk.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Ensure that all upgrades forwarded to the school by the Schools' Support team are carried out in a timely manner and, where driven by Statutory Returns, in sufficient time to allow the gathering of data to produce said return.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
Ensure that the Schools' Support team have full and timely physical access to the school's server(s), network equipment, PCs and Administrator accounts and passwords, and SIMS user IDs and passwords.	Provide information about and demonstrations of new software.
	Provide information about and demonstrations of new software.
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Customer responsibilities	Hoople responsibilities
Consent to the use of administrator level remote access to the school's network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the SIMS application.	Supply of upgrades to SIMS software.
	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Demonstrations in the form of open workshops for all statutory processes to include School Census held in Autumn, Spring and Summer, SIMS Assessment Manager for Key Stage Returns, End of Year administration processes and School Workforce Return.
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	Having received at least five working days' notice from the school that they are ready to undertake an upgrade, the Schools' Support team will arrange for telephone support be available. This may include a twilight session (up to 18:00) if requested. Should problems arise during or after the upgrade an on-site visit is included in the core service. Any problems resulting from an upgrade will be treated as a priority 1 call.

4.2. Bromcom Application Support – Enhanced Service

Deliverable 1: Dedicated support from the School's Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:

- SLA visits to schools (schools to book).
- Telephone and remote support for fault resolution.
- On-site visits for problem solving.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Local training courses and workshops.
- Demonstrations of new software.
- Support for SIMS pupil assessment and performance from Early Years to KS5 including customised mark sheets where required.
- Pupil performance and data analysis using Discover and Assessment Manager (provided the school is using SIMS for tracking pupil progress).
- Customised reporting to parents using SIMS Assessment Manager or SIMS Profiles.
- Ofsted preparation and support.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the SIMS.	Telephone Service Desk.
Backup data must be taken on a daily basis.	On site visits for problem solving where the issue cannot be resolved remotely and is caused by a system defect.
Ensure that all upgrades forwarded to the school by the Schools' Support team are carried out in a timely manner and, where driven by Statutory Returns, in sufficient time to allow the gathering of data to produce said return.	Follow-up testing and problem solving.
	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Quick reference guides, user booklets and demonstrations to assist schools in statutory processes. Consultancy for school administration systems.
	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.

Customer responsibilities	Hoople responsibilities
Ensure that the Schools' Support team have full and timely physical access to the school's server(s), network equipment, PCs and Administrator accounts and passwords, and SIMS user IDs and passwords.	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
Consent to the use of administrator level remote access to the school's server(s), network equipment, PCs and Administrator accounts and passwords, and SIMS user IDs and passwords.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
	Provide information about and demonstrations of new software.
Consent to the use of administrator level remote access to the school's network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the SIMS application.	Supply of upgrades to SIMS software.
	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre Software is supported directly by AVCO not IT services).
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Unlimited onsite support sessions.
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	Demonstrations, training and onsite support for all statutory processes to include School Census held in Autumn Spring and Summer terms, SIMS Assessment Manager for Key Stage Returns, End of Year administration processes and School Workforce Return in the form of open workshops: Autumn, Spring and Summer terms – School Census, Spring term – SIMS Assessment Manager for Key Stage Returns/ Summer term – End of Year Procedures. A training booklet with courses will be issued.
	Having received at least five working days' notice from the school that they are ready to undertake an upgrade, the Schools' Support team will arrange for telephone support be available. This may include a twilight session (up to 18:00) if requested. Should problems arise during or after the upgrade an on-site visit is included in the core service. Any problems resulting from an upgrade will be treated as a priority 1 call.

4.3. Bromcom Financial Management – An integrated accounting system that enables schools to manage key financial processes

Deliverable 1: Bromcom Financial Management System (ICAEW accredited) enables schools to manage all their key financial management processes with an integrated double-entry accounting system. The system will provide:

- A comprehensive picture of your school's finances.
- Ensures your school's funding and resources are put to the best possible use.
- Gathers information on staff contracts, payroll, purchases, payments received and assets held at any time.
- Easily generates reports to help monitor day-to-day spending Enhanced IT needs.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the SIMS software for the financial year 2022/23.	Telephone Service Desk.
Ensure that the school is licensed to operate the SIMS application for the period of this SLA.	On site visits for problem solving by experienced FMS users.
	On-suite visits as part of your SLA for problem solving.
Ensure that all upgrades forwarded to the school by Education Software Solutions are carried out within a reasonable time.	Information sheets to assist schools in important processes.
Provide staff with appropriate training. The School's Support team is not able to provide support to users who have not undertaken appropriate training for the relevant application.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
	Information about and demonstrations of new processes within the software
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
Ensure that the Schools' Support team have full and timely physical access to the school's server(s), network equipment, PCs and Administrator accounts and passwords, and SIMS user IDs and passwords.	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
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Customer responsibilities	Hoople responsibilities
Consent to the use of administrator level remote access to the school's network by the Schools' Support team via remote access software within the school for the purpose of maintenance and troubleshooting the SIMS FMS application.	Backup routines where appropriate for supported software and devices.
Permit remote access (especially important at sites that do not have curriculum support).	Access to workshops and training courses.
Consent for the Schools' Support team to transfer data from the school for the purpose of trouble shooting issues.	
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	
Backup data must be taken on a daily basis.	

5. Breakdown of ScholarPack Support Services

Access to highly trained, motivated and knowledgeable staff who have expertise in handling employee and pupil data.

5.1. ScholarPack – Essential Service

Deliverable 1: Dedicated support from the School's Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:

- Telephone and remote support for fault resolution.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Statutory return demonstrations and new user training.
- Demonstrations of new software.
- Additional consultation time with the Schools' Support team can be purchased for half and full day support as required.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the ScholarPack software for the financial year 2022/23.	Telephone Service Desk.
	On-site visits for problems solving where the issue cannot be resolved remotely and is caused by a system defect.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Quick Reference Guides, User Booklets and demonstrations to assist schools in statutory processes.
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Consultancy for school administration systems.
Ensure that the Schools' Support team has access to the cloud based software to include administrator accounts and passwords.	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
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Customer responsibilities	Hoople responsibilities
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
	Provide information about and demonstrations of new software.
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
	Demonstrations in the form of open workshops: Autumn, Spring and Summer terms – School Census, Spring term – SIMS Assessment Manager for Key Stage Returns/ Summer term – End of Year Procedures. A training booklet with courses will be issued.

5.2. ScholarPack – Enhanced Service

Deliverable 1: Dedicated support from the Schools' Support team to enable schools to deliver accurate information to the DfE, LA and Governors, helping schools to actively manage data and make real time decisions based on evidenced information.

Deliverables include:
- SLA visits to schools (school to book).
- Telephone and remote support for fault resolution.
- On-site visits for problem solving.
- Advice and guidance on DfE legislation changes.
- High quality support documentation.
- Local training courses and workshops.
- Demonstrations of new software.
- Support for ScholarPack assessment from Early Years to Key Stage 2.

Customer responsibilities	Hoople responsibilities
Schools and Academies are responsible for ensuring that the school is licensed to use the ScholarPack software for the financial year 2022/23.	Telephone Service Desk.
	On-site visits for problem solving where the issue cannot be resolved remotely and is caused by a system defect.
Backup data must be taken on a daily basis.	Follow-up testing and problem solving.
Provide staff with the opportunity to work with the Schools' Support team to ensure they have received appropriate, ongoing training for their role.	Quick Reference Guides, User Booklets and demonstrations to assist schools in statutory processes.
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Customer responsibilities	Hoople responsibilities
Ensure that all systems have appropriate antivirus software installed that is regularly updated.	Consultancy for school administration systems.
Ensure that the Schools' Support team has access to the cloud based software to include Administrator accounts and passwords.	Liaison with Herefordshire Council representatives to ensure that a quality service is provided to schools and academies.
Consent for the Schools' Support team to transfer data from the school for the purpose of troubleshooting issues with the data.	Liaison with other Herefordshire Public Services employees to provide a consistent and coordinated service.
Ensure that when members of the Schools' Support team make site visits, all work requested can be carried out in accordance with HSE guidelines.	Liaison with outside bodies as necessary e.g. Education Software Solutions, QCDA and DfE.
	Provide information about and demonstrations of new software.
	Provision of file encryption and transfer system – Any Comms for use with schools within Herefordshire. (Exam Centre software is supported directly by AVCO not IT services).
	Primary/ Special Schools – on site drop-in session four half days per year or twilight sessions where appropriate.
	Demonstrations, training and onsite support for all statutory processes to include School Census held in Autumn, Spring and Summer terms, SIMS Assessment Manager for Key Stage Returns, End of Year administration processes and School Workforce Return in the form of open workshops: Autumn, Spring and Summer terms – School Census, Spring term – SIMS Assessment Manager for Key Stage Returns/ Summer term – End of Year Procedures. A training booklet with courses will be issued.
	Unlimited onsite support sessions.

6. Terms and Conditions of Service

THIS AGREEMENT is between the education institution and Hoople Ltd (Reg. No.7556595) of Plough Lane, Hereford, HR4 0Le (the 'Service Provider').

WHEREAS:
The Establishment desires to obtain the services of the Service Provider for the purpose of providing certain services upon the terms and conditions set out in this agreement,

IT IS AGREED as follows:

1. **Interpretation**
   1.1. In this Agreement unless otherwise specified:
      1.1.1. Where context permits, words implementing the singular shall include the plural and vice versa; and words importing the masculine shall include the feminine and neuter and vice versa.
      1.1.2. References to Clauses and Orders Placed with the dedicated Hoople School Buying Portal are to clauses of, and schedules to, this Agreement.

2. **Term and Termination**
   2.1. This Agreement shall commence seven days after the order is placed (the 'Effective Date') and shall terminate automatically without notice at the end of the SLA period.
      2.1.1. The Service Provider commits to implementing a 'cooling off' period of seven days between the date the order is placed, and the Effective Date during which time the Establishment may delete or amend the order.
   2.2. Either party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other if;
      2.2.1. The other party commits any material breach of the terms of this Agreement;
      2.2.2. An order is made or a petition is presented or an effective resolution is passed or order is made for the bankruptcy or winding up of the other party; or
      2.2.3. A receiver or administrator is appointed over all or any of the assets of the other party or an administration order is made with regard to the other party.
   2.3. Termination of this Agreement shall be without prejudice to any rights and obligations existing at the date of termination, or any claim by one party against the other for any breach of this Agreement committed prior to termination, which shall become unaffected.

3. **Obligations of the Service Provider**
   3.1. The Service Provider undertakes to provide the services as set out outline within the dedicated Hoople Schools portal to this Agreement (the 'Services'), in consideration of the payment as set out in the dedicated Hoople Schools portal. The Services Provider has undertaken Payment calculation based on the following terms:

3.1.1. Payment for services relating to employee numbers has been calculated based on the number of employees at each Establishment as at January 2024, included in the calculation is a 5% tolerance, if employee numbers rise above this 5% tolerance Hoople reserves the right to charge incremental fees.

3.1.2. Payment for the Payments management service has been based on the number of payment vouchers raised in 2022/23, within a 10% tolerance level. The Service Provider reserves the right to increase pricing if volumes increase by more than states tolerance level.

3.1.3. Should the Establishment request an additional service during the duration of the term, the Service Provider reserves the right to charge the full, annual cost of the requested service.

3.1.4. Payment for services relating to pupil numbers has been calculated based on the number of pupils at each Establishment as at October 2023. Included in the calculation are sixth form and nursery pupil numbers, where applicable.

3.1.5. The Service Provider will provide digital order confirmation of the services ordered and associated feed by means of the functionality of the Hoople Schools portal.

3.2. Should the Establishment request and the Service Provider agrees to provide services additional to those specified within the Schools Buying Portal order, the fees for those additional services shall be mutually agreed between the parties, but otherwise for all purposes of this Agreement, the additional services shall be deemed to be included within the definition of the Services.

3.3. The Services shall be carried out by the Service Provider with all reasonable skill and care, and in full compliance of relevant established current professional standards the Service Provider undertakes to provide a detailed service level agreement (SLA) outlining the responsibilities of both parties with regard to each service. The SLA for each service will be provided as a downloadable document on the Hoople Schools portal.

3.4. The Service Provider shall indemnify the Establishment from all claims, actions, or demands made by third parties against the Establishment, and all liabilities of the Establishment to third parties (collectively 'Third Party Liabilities') and from all damage, losses, costs, expenses and payments whatsoever suffered or incurred by the Establishment either directly or in relation to Third Party Liabilities in respect of (a) personal injury to or the death of any person and any loss or destruction of or damage to property (not attributable to any default or neglect of the Establishment or of any person for whom the Establishment is responsible, which shall have occurred in connection with the provision of the Services under this Agreement, including without limitation, clause 3.3 provided that the liability of the Service Provider to the Establishment under this Agreement, including without limitation, this clause 3.4, shall be limited to a maximum amount of £1,000,000 in respect of any one incident or series of incidents and a maximum amount of £1,000,000 in respect of all and any incidents (whether or not related) arising during the term of this Agreement and in the annual aggregate.

3.5. The Service Provider shall take out and maintain during the term of this Agreement an insurance policy, with a reputable insurance company upon terms which are sufficient to cover his liabilities under this Agreement, including without limitation, his liabilities under clause 3.4, the Service Provider shall upon reasonable request to produce to the Establishment a copy of the said insurance policy, and a receipt for the payment for the current premium. For the avoidance of doubt the Service Provider shall be liable under all of the provisions of this Agreement, including without limitation, clause 3.4, whether or not he complies the provisions of this clause 3.5.

3.6. The Service Provider shall promptly provide to the Establishment written reports on the discharge of his obligations under this Agreement as and when these may be reasonably requested.

3.7. All communications and all information supplied to or obtained by the Service Provider in the of or as a result of the discharge of his obligations under this Agreement and all information relating to any invention, improvement, report, recommendation, or advice given to the Establishment by the Service Provider in pursuance of his obligations shall be treated by the Service Provider as confidential and shall not be disclosed by him to any third party, or published without prior written consent of the Establishment, such as consent not to be unreasonably withheld.

3.8. The Service Provider undertakes that in the event of his being unable personally to perform the Services in accordance with his obligations under this Agreement, he will provide by way of a substitute to perform the Services in his place a fully qualified alternative service provider acceptable to the establishment (the 'Substitute'), provided that the provision of the Substitute shall be under a subcontract between the Service Provider and the Substitute and that the rights and obligations of the Service Provider under this Agreement in relation to the Establishment shall not be affected, nor shall the Establishment be under an obligation to pay any fees to the Substitute for the provision by him of the services.

4. Intellectual Property Rights

4.1. All intellectual property and industrial property rights throughout the world in patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works and the like discovered or created by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement shall vest in and be the absolute property of the Service Provider. Upon the request of the Establishment the Service Provider , at the Establishment's expense, execute all documents and do all acts and things required to vest or perfect the vesting of such property rights legally and exclusively in the Establishment or any nominee or assignee of the Establishment.

5. Expenses and Payment Terms

5.1. The Establishment will reimburse the Service Provider for all reasonable expenses incurred in the discharge of his obligations under this Agreement, provided that all such expenses will be subject to the prior written approval of the Establishment. Expenses are to be accounted for, and a reimbursement will be made by the Establishment in accordance with relevant standard Establishment procedure as from time to time established and notified to the Service Provider.

5.2. The Establishment shall pay the Service Provider's invoices within 21 days of the date of invoice. Failure to pay may result in additional penalties.

6. Confidentiality and Security

6.1. Each party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with this Agreement or the performance here of, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging. Both parties, therefore, agree to hold such material and information in the strictest confidence, not to make use thereof other than for the performance of this Agreement. To release it to only employees requiring such information and not to release or disclose it to any other party.

6.2. Each party agrees that in the event that confidential information which is the responsibility of either party is accidentally released to either party to the other, each party undertakes to inform the other upon discovery, to keep the information strictly confidential, and to return or destroy the information immediately without copying or onward transmitting that information.

7. The General Data Protection Regulations

7.1. In the course of delivery of the services outlines within the dedicated Hoople Schools portal, it may be necessary for the Service Provider to process personal information relating to the Establishment. The Service Provider guarantees that it will implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the General Data Protection Regulation ('GDPR') and ensure the protection of the rights of the data subject.

7.2. In order to provide the services under this agreement, it may be necessary to process personal data. The type of personal data which we may process includes employment and financial information. We will only process personal data for the purpose of providing the services requested and we will only proves this information during the term of this Agreement. The data subjects whose personal information it may be necessary to process includes school staff responsible for complying with the obligations under this Agreement, staff members, governors, parents, pupils, and other persons who may come into contact with the school from time to time.

7.3. The personal data processed for the delivery of the services will be retained by the Service Provider only for the period specified in the Establishment's data retention policy.

7.4. In providing the services, the Service Provider will process personal data only on written instructions from the Establishment, including in regard to transfers to personal data to a third country or an international organisation unless the processing is required to comply with a legal obligation. If such a legal obligation arises, the Service Provider will notify the Establishment before processing unless prohibited from doing so by law.

7.5. The Service Provider will ensure that persons authorised to process the personal data have committed themselves to confidentiality.

7.6. The Service Provider will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the personal data being processed.

7.7. The Service Provider will not engage another processor without the authorisation of the Establishment. Where such authorisation is given by the Establishment, the Service Provider will enter into a contract with the sub-processor imposing the same processing obligations as required between the Service Provider and the Establishment.

7.8. The Service Provider will assist the Establishment, to the extent required by the GDPR, in providing subject access in allowing data subjects their legal rights under the GDPR.

7.9. The Service Provider will assist the Establishment, to the extent required by the GDPR, in ensuring compliance with its obligations in relation to security of processing, the notification of personal data breaches and data protection impact assessments.

7.10. At the conclusion of the services provided under this agreement, the Service Provider will either delete or return all of the personal data to the Establishment relating to processing, and delete existing copies unless storage of the personal data is required by law.

7.11. The Service Provider will make available to the Establishment all information necessary to demonstrate compliance with the processing obligations laid down in Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by the Establishment or another auditor mandated by the Establishment.

7.12. The Service Provider shall immediately the Establishment if, in it's opinion an instruction infringes this GDPR or other data protection laws.

7.13. Service Provider point of contact for GDPR: Adrienne Davies (Business Change Manager). Contact details: data.protection@hoopleltd.co.uk

8. Miscellaneous

8.1. For the avoidance of doubt both parties confirm that the Service Provider enters into this agreement as an independent contractor and he is not nor shall for any purpose be regarded as an employee of the Establishment.

8.2. Force Majeure – Neither party shall be liable to the other for any failure to perform it's obligations under the contract where such performance is rendered impossible by circumstances beyond it's control, but nothing in this condition shall limit the obligations of the contractor to use it's best endeavours to fulfil it's obligations under the contract.

8.3. Except as otherwise provided in this Agreement, all notices, instructions, or other communications shall be in writing and may be made by email, facsimile message, by letter or other form of communication as agreed between the parties from time to time, and delivered to the requisite party as it's address.

8.4. The obligations imposed upon the Service Provider under clauses 3.7 and 4 shall survive the expiry or termination of this Agreement,

8.5. The terms of this Agreement shall be governed by and construed in accordance with English law and be subject to the non-exclusive jurisdiction of the English Courts,