

# TUTORING & TEACHING

## Conditions of Agreement / Contract with Foundations for Learning (FFL)

FFL is an educational consultancy and shared services provider offering teaching and learning support to students/adults, teacher training, consultancy and educational advisory services etc.

FFL's goal is to provide highly specialised educational or psychological support via a network of practitioners who will work within the schools and on a consultative basis providing assessment, management plans, advice and training and teaching solutions to individuals and groups within the education community.

### Art. 1 PURPOSE OF AGREEMENT

1. The purpose of this Agreement is, on the part of FFL, to understand, support and extend the learning of the Student by:
  - a. assessing the strengths and weaknesses of the Student,
  - b. providing a framework through which the Student, his/her teachers and Parents can understand his/her unique learning profile,
  - c. proposing and pursuing a management plan through which learning can be supported and extended
2. The purpose of this Agreement is, on the part of the Parents, to provide the conditions for understanding, supporting and extending Student learning opportunities by:
  - a. providing any existing information surrounding the learning difficulty,
  - b. supporting the assessment process,
  - c. listening to management proposals and supporting the fulfillment of these proposals in collaboration with FFL, either in the school and/or at the FFL location.
  - d. Fulfilling the financial agreement/contract.

### Art. 2 ENTRANCE PROCESS

1. The admission process may vary from one applicant to another due to a number of factors, including the availability of current educational reports related to the Student and the nature of the underlying difficulty.
2. The final decision concerning the enrolment of the Student rests with FFL.

### Art. 3 ADMISSION, SCOPE, DURATION AND CLOSURE

1. To the extent that each learning profile is unique, each approach to managing the learning profile is equally unique. The Approval Process will determine the steps taken towards understanding the support needs of the Student.
2. The approval of an admission may include some or all of the steps described in the Approval Process to thoroughly determine the level of need and the type of program required.
3. The scope and duration of support services will be directly dependent on the above- mentioned approval of admission.

### Art. 4 COSTS, PAYMENT OF FEES, BILLING

1. The charge per hour is CHF 150.- and an invoice will be sent at the beginning of each month for prior month services.

2. All consultancy and tuition fees are due within 10 days from the date of the invoice
3. Services may be suspended if accounts remain unpaid after a written reminder.

#### **Art. 5 CANCELLATION OF ORDERED HOURS**

1. All efforts should be made to inform FFL of cancellations with as much notice as possible.
2. The cancellation policy requires a minimum of 24 hours notice for a full refund. Notification should be given by email to both practitioners and the admin department of FFL (admin@foundationsforlearning.ch). If notice is given less than 24 hours but before 7:30am on the day of the session, 50% of the fee will be charged. Notification after 7:30 am (or no notification) will result in a full-charge.

#### **Art. 6 INSURANCE AND LIABILITY FOR DAMAGE**

1. FFL will not provide any insurance coverage for the Student, particularly not health, accident, or liability insurance coverage.
2. Parents confirm to have their own health, accident and liability insurance for the Student.
3. Damage caused to people or property by the Student on his/her way to or at the premises of FFL, is the sole and full liability of the Student and the Parents.
4. FFL will not accept any liability in the case of theft to the disadvantage of the Student or the Parents.

#### **Art. 7 CONFIDENTIALITY AND REPORTING**

1. FFL and its practitioners uphold the strictest confidentiality.
2. In order for the client to benefit from the expertise and perspectives of a range of specialists, FFL will discuss cases with specialised third party professionals who work with FFL in order to ensure optimum services to the client.

#### **Art. 8 MISCELLANEOUS**

1. Any amendment or addition to this Agreement, as well as its mutual partly or totally annulment, shall be valid only if executed in writing. This also applies to the amendment, addition or annulment of this particular provision.
2. This Agreement shall be exclusively governed and construed by the laws of Switzerland (without reference to its conflict of law provisions).
3. All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendments and termination, shall be exclusively decided by the competent courts at the registered seat of FFL.
4. When work is online the same conditions & costs apply.
5. FFL recommends that children be given a suitable space for online work i.e. quiet, private and with good internet connection.

#### **Art. 9 TERMS AND CONDITIONS FOR STUDENT USE OF G SUITE (WHEN NEEDED)**

Foundations for Learning (FFL) is using Google Workspace for Education. This innovative tool facilitates learning in a digitally connected world. It is already used by many educational establishments. We wish to be able to provide an account for your child to use with our practitioners.

## Google Workspace for Education

1. Google Workspace for Education, previously known as GSuite for Education, includes free, web-based programs like document creation tools, email, shared calendars, and collaboration tools. This service is available through an agreement between Google and Foundations for Learning. These specially designed education versions of Google applications do not collect data on users.
2. FFL practitioners may use Google Workspace for Education for lessons, assignments, and communication. Google Workspace for Education is available anywhere with internet access. Parents are responsible for monitoring their child's use of Google Workspace for Education outside of contact hours with FFL staff. Students are responsible for their own behaviour at all times. Click [here](#) to learn more about Google Workspace for Education. Students will need Google Chrome browser installed on their computer .

### Acceptable Use (Privacy and Safety)

1. Google Workspace for Education is for educational use. Students may use it for personal use but it is then their responsibility to use the account appropriately. FFL takes no responsibility for misuse of accounts by students. FFL staff and administration have access to view student activity in G Suite for Education.

### Loss of Privileges

1. The use of technology is a privilege, not a right, and inappropriate use may result in a loss of those privileges. In cases of inappropriate use, FFL staff will decide what consequences are appropriate. Some examples of inappropriate use are unlawful activities, commercial purposes (running a business or trying to make money) or personal financial gain (running a website to sell things), inappropriate sexual or other offensive content, threatening another person, misrepresentation of FFL staff, or students.

### Safety

1. As a best digital citizenship practice, students should not post personal contact information about themselves or other people, including last names, addresses, and phone numbers. Content created by students may be shared with their peers who are also using Google Workspace for Education (in addition to their teachers and FFL administration).
2. Students are responsible for the use of their individual accounts and should take all reasonable precautions to prevent others from being able to use their account.
3. Under no conditions should a user provide his or her password to others.

### Access Restriction

1. Access to Google Workspace for Education is considered a privilege accorded at the discretion of FFL. FFL maintains the right to immediately withdraw the access and use of Google Workspace for Education when there is a reason to believe that inappropriate use has occurred. If a violation of law occurs, FFL reserves the right to take legal action on how to proceed and this could therefore become a legal matter. As part of the agreement with Google, FFL also reserves the right to immediately suspend any user's account suspected of inappropriate use. Pending review, a user account may be terminated as part of such action.

### What Rules and Practices are in place to keep students safe?

1. Student accounts have constraints set on delivery and sending of emails. The students can send and receive only in the domain foundationsforlearning.ch.
2. Browsing when logged on to the Google Workspace account is not controlled by Foundations for Learning .
3. Student expectations include, but are not limited to the following:
  - a. Students will use this email account for work with FFL.
  - b. Students will exhibit respect and courtesy at all times when using their email account.
  - c. Students will understand that this email account can be monitored for inappropriate usage.
  - d. Students will not use this email account to send or receive derogatory subject matter.

### Additional Google Links:

1. [Google Workspace for Education](#)
2. [Privacy and Security in Google Workspace for Education](#)