

Sims Support Agreement

April 2019 to March 2020

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# Parties

This Agreement is between Pennine Education Ltd and the School/Academy named on the Agreement Summery which forms part of this Agreement for the provisioning of IT services required to support and sustain the support of Sims and Fms software.

This Agreement is valid from the effective date on the Summery Agreement and remains valid until superseded by a revised agreement endorsed by both Parties.

This Agreement outlines the parameters of all Sims/FMS services covered as they are mutually understood by parties.

# Purpose

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Sims/Fms support and delivery to the Customer(s) by Pennine Education Ltd.

The **objectives** of this Agreement are to:

* + Provide clear reference to service ownership, accountability, roles and/or responsibilities.
	+ Present a clear, concise and measurable description of service provision to the customer.
	+ Match perceptions of expected service provision with actual service support & delivery.

# Responsibilities

The following details the responsibilities of both Pennine Education Ltd and the school/academy detailed in the Agreement Summery.

Pennine Education Ltd will:

* + Regularly update schools on issues regarding the **SIMS** suite of software and any developments that may affect them.
	+ Provide guidance that Schools may require in respect of their **MIS System** and the “best practice” issues relating to handling of data.
	+ Release updated software in a timely manner. Once upgrades are released by Capita Pennine Education Ltd will release the appropriate upgrades to the school with appropriate guidance notes and advice on enhancements/fixes etc.
	+ Provide advice to schools with regard to their Statutory Requirements and provide assistance with the completion of compulsory Statutory Returns i.e. Census, KS1,KS2 KS3 Year 1 and 2 Phonics and CFR
	+ Advise Schools in the transfer of data using **SIMS** to and from the LA or other relevant bodies.
	+ Endeavour to resolve any problems or look at the system remotely if possible. We will ensure to advise the relevant parties prior to dialling into your systems. Where this is not possible a visit will be arranged to further investigate and resolve.
* If the issue is related to a third party having made changes to the network, then the visit will be chargeable at the normal hourly rate**.** If we are unable to access the Schools Servers due to access restrictions and this requires a visit then again this will also becharged at the normal hourly rate.
	+ Provide adequate training via scheduled courses or via on-site training. Any on-site training must be via a written request by submitting a booking form on the [www.pennineeducation.co.uk](http://www.pennineeducation.co.uk) website under the training tab for scheduled training or by email for on-site training and will be scheduled by the team at a mutually convenient time. **All such training will be charged for.**
	+ Undertake any Server Migrations, SQL Migrations, Onsite upgrades, and workstation installations at the request of the school. These services will be chargeable at an hourly rate or rate agreed with the school prior to booking.
	+ Ensure the restoration of Sims from a successful backup.

## IMPORTANT NOTE 1

* + As **CAPITA** cease support of Operating Systems then Pennine Education Ltd will also cease support of such systems

## IMPORTANT NOTE 2

* + The implementation of any **SIMS** modules not currently used in schools are not part of this Support Agreement, as such any training or support implications will need to be reviewed in relation to the service provided and will incur extra charges
	+ Agreement will be reached with schools where data needs to be fixed and any additional Charges levied by **CAPITA** will be advised to the school. Schools will have to give the team a Purchase Order Number in order to confirm the work to be undertaken by **CAPITA**
	+ A charge will be made if a visit by Pennine Education Ltd is required to correct any issues created by other hardware or software causing the **SIMS** system to malfunction or need re-installing. An approximate charge for this work would be agreed with the School prior to the visit being arranged.
	+ Any work that is chargeable will require a call logging. A member of the Team will contact the school to arrange a mutually convenient time to undertake the work. The school must provide a purchase order in confirmation of the work to be undertaken prior to its completion.

## Pennine Education will provide support for the following Microsoft software.

* + Microsoft Office 2010
	+ Microsoft Office 2013
	+ Microsoft Office 2016
	+ SQL Server 2012
	+ SQL Server 2014

# Technical Services – Support – Pennine Education Limited

* + Advice on configuration and use of hardware and software
	+ Provision of Office moves including disconnect and re-connect/move of ICT Admin equipment used in Schools regarding MIS systems can be undertaken. **This will be charged at the normal hourly rate.**
	+ **The team are always available to give advice on any issues of your admin system in relation to the SIMS software.** We are also available to provide advice on security issues etc. where appropriate to the system and its use. If you require this service please log a helpdesk call and we will arrange a mutually convenient appointment to discuss such issues. **This will be charged at the normal hourly rate when deemed appropriate.**

## EXCLUSIONS FROM THE SERVICE

* + The standard service does not include telephone training' (e.g. 15+ minutes of telephone support where school staff have not attended the appropriate training courses.)
	+ Support work arising from the use of inadequate procedures by operators or insufficient staff training (e.g. data recovery, FMS data entry and reconciliation support)
	+ Support work arising from purchase of a 3rd Party Product e.g. Text messaging service.
	+ Software virus fixing
	+ Support for Backup software
	+ Assistance with installing memory upgrades, new printer configuration, data transfer from one machine to another which is outside **SIMS** data transfer requirements
	+ Implementation of a SIMS module not in current use but bought direct by the school with no support
	+ Licences, installation & support costs for **SIMS** modules outside the Core, Curriculum and Resource sector
	+ Cabling and installing network points are not within the remit of Pennine Education Ltd.
	+ Training which is not included in a formal schedule – including on-site training
	+ Support for Internet Access or Email Services

# Schools Responsibilities:

* + Payment for all support costs at the agreed interval as stated in the Agreement Summery.
* Reasonable availability of customer representative(s) when resolving a service related incident or request.
* To provide an infrastructure that is of the correct spec as advised by **CAPITA** to support the running of their software and other Microsoft software related.
* **SOLUS** 3 (**S**IMS.net **O**n**l**ine **U**pdate **S**ervice) will be used by schools to download all updates to the SIMS system. Patches will be applied as necessary to fix issues or where enhancements to the modules require a patch between normal scheduled releases.
* Schools should ensure that they have a member of staff designated to complete these upgrades when necessary. As usual Pennine Education Ltd will be available for advice or if any issues arise with the **SOLUS 3** updates.
* Schools should ensure that they check their Backups are successful whichever backup process they have in place prior to completing the upgrade. Backups are the schools responsibility and they should also be prepared to restore data if necessary.
* Also to ensure users are out of the system prior to any of the updates being carried out.
* Schools who are unsure of their requirements should contact Pennine Education Ltdin the first instance who can assist with assessing the requirements and will then recommend the appropriate member of the team to contact.
* To ensure there is a telephone available at or near the computer so that support for the modules and relevant staff is practicable
* To ensure personnel have received the appropriate training and that the workstation being used has been set-up and tested to process the transfer of data.
* To ensure that if remote support is necessary, the team are able to access the relevant workstation for the required period of time in order to resolve the issue. The time required is not always able to be estimated in advance and therefore schools should be flexible when this course of action is required. High School technicians have different means of us accessing their servers and we do this with their assistance. Any High Schools who do not allow remote access to their server and thus require a visit would be charged at the normal hourly rate.
* It is **essential** that any personnel using **SIMS** have received appropriate training either via scheduled courses or on-site training. **New members of staff** should contact the team for details of scheduled training or if no courses are available then on-site training will be offered where possible. The team will not be able to deliver “**telephone training**” as the resources are not available within the team. If a call starts to develop into this then the support officer will advise accordingly and arrangements should be made to address this by the school.
* To ensure staff attend any mandatory **SIMS** training as part of new implementations or awareness sessions where delivered by the team, if staff are unable to attend then on-site training can be arranged with Pennine Education Ltd and this will be charged at our normal hourly rate. The team will not be able to support staff over the telephone where mandatory sessions have not been attended.
* Schools should ensure that staff are aware that the relevant **SIMS** user manuals are available via the **SIMS.net** home page documentation link**.**
* If or where a school's data needs to be sent to **CAPITA**  for data fixing, through operator or network error any resulting charge by them is met by the school and will require a Purchase Order Number to request the work by **CAPITA**
* To be responsible if any additional software installed or removed from the administration system hardware affects the installation of the SIMS Software. If this subsequently requires a visit to resolve then a charge will be made at the normal hourly rate.
* To provide access to the computer system, as well as passwords, for the server and workstations to enable staff to resolve issues within the Sims Software where support has been requested, including hours outside the normal school day if required or for essential maintenance work or problems to be resolved.
* To be aware that scheduling visits to start at 8am or after 3pm are not always viable due to the possible nature of the incident being resolved. These visits will mean users being out of the system. This should always be taken into account when making arrangements for staff from Pennine Education Ltd to visit and the appropriate Senior Management in School being made aware of the situation

# Technical Services – Support - Schools

* If buying replacement pc’s for adding to the admin network that suitable anti-virus is installed and the correct licenses are purchased.
* If buying replacement pc’s for running **SIMS** please ensure your internet service provider or internal firewall allows communication to the following sites.

[www.pennineeducation.co.uk](http://www.pennineeducation.co.uk)

<http://remote.pennineeducation.co.uk>

* If buying replacement pc’s from a third party supplier schools should initially check with Pennine Education Ltd that they are fit for purpose. If via a third party you should ensure that you are made aware of the Administrators password for the pc and that this is kept safe. Pennine Education Ltd will have to ensure that the correct software is installed. **Any costs incurred will be charged at the normal hourly rate.**
* Requests for work should be logged through helpdesk and the work will be assessed. Dependant on the scale of the requirements this work may incur a charge. If this is the case the School will be informed of this prior to any work taking place and a Purchase Order Number will need to be given.
* To grant access arrangements to school site where visits are arranged, including, hours outside normal school hours when necessary to complete a job and to ensure the Schools’ IT Technicians are available if required.
* Primary Schools/Academies should ensure that their Sims and FMS are backed up on a daily basis. Any requirements to restore will be completed by Pennine Education Ltd. In such cases a helpdesk call should be logged for this.

* To ensure that any **media e.g. USB pen drives/laptops** are virus checked when being used on the admin network. Also to ensure that if appropriate they are encrypted.
* Secondary Schools are to ensure that the most up to date version of the backup system is in use and that the school’s System Manager/ICT technicians know how to restore data from the backup if necessary. In some cases third party support may have been purchased and the school may have to contact them for the restoration of data. Secondary Schools are responsible for their own backups but should check that they are backing up the required data in the case of SIMS. If not sure please contact Pennine Education Ltd for advice.
* All schools are responsible for testing the integrity of the backup. The team are available to assist.
* Allrequests for support must where possible be logged via a helpdesk call as follows:

**Email** **support@pennineeducation.co.uk**

**Telephone 0333 999 7185**

**Website Under document tab click on submit a call**

**For Oldham schools via the Pennine Portal in first class click on the log a call button**

 If for any reason you are unable to access the above then via the General Office Number 0161 684 2320

# Service Criteria:

Pennine Education Ltd will provide the following service:

* **Guaranteed** solution times cannot be specified because some faults need to be resolved by **CAPITA**  but Pennine Education Ltd will undertake to solve the problem as quickly as possible
* Whilst Pennine Education Ltd will endeavour to respond promptly to all support calls it is sometimes necessary to apply a level of priority dependent on the nature of the call. These levels are shown below to both inform and assist schools in understanding the response levels provided to them by support officers.
* All incidents will be resolved within 5 days dependant on the category with exception of issues being escalated to **CAPITA**
* Critical faults 4 hours
* High Priority 8 hours
* Standard Priority 5 days
* Any other requests for work outside of this Agreement will be in mutual agreement with the **customer**.
* Customers are able to request their KPI performance information by emailing info@pennineeducation.co.uk.

**Service Assumptions**

Assumptions related to in-scope services and/or components include:

* Changes for services will be communicated and documented to all parties of this agreement
* Termination of this agreement must be made in writing giving at least 90 days’ notice
* Services will only continue if the Service Agreement Invoice has been paid by cheque to:

Pennine Education Ltd

Hollinwood Business Centre

Albert Street

Failsworth

Oldham

OL8 3QL

Or by Bacs: Pennine Education Ltd Sort Code No: 161211 Account No: 11250008

# Service Availability

**Term Time**

* ***Helpdesk support :*** 8.30 A.M. to 4.30 P.M. Monday – Friday
* Calls received out of office hours will not be responded to until the following day.
* ***Email support:*** Monitored 8.30 A.M. to 4.30 P.M. Monday – Friday
* Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

# HOLIDAY PERIODS

Occasional Staff Training days will be scheduled during the holidays. Schools will be advised in advance when these days are taking place.

Helpdesk will be unavailable between for 2 weeks over the Christmas holidays

* ***Helpdesk support :*** 9.00 A.M. to 4.00 P.M. Monday – Friday
* Calls received out of office hours will not be responded to until the following day.
* ***Email support:*** Monitored 9.00 A.M. to 4.00 P.M. Monday – Friday
* Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

# Complaints/Feedback Procedure

If you have any complaints concerning any part of the service you are receiving please do not hesitate to email complaints@pennineeducation.co.uk.

Your complaint will be dealt with by one of the Company Directors, investigated and reported back to you within 7 days

Please be aware that any feedback is encouraged by Pennine Education Ltd and will be acknowledged. Any general feedback can be emailed to info@pennineeducation.co.uk.

Any improvements as a result of feedback will be reported to all schools supported by Pennine Education Ltd.

**Additional Terms and Conditions please see our Website** [**www.pennineeducation.co.uk**](http://www.pennineeducation.co.uk)