

HOME EDUCATION COLLABORATION PROTOCOL

Considering:

The Decree-Law no 70/2021, of 3 August, which approves the legal regime for individual education and home education, creates the Collaboration Protocol as an instrument to establish the organization of the student's educational process, the procedures of monitoring and follow-up of the educational process, as well as the responsibilities of the parent, the school of enrollment and other stakeholders;

The attendance of general basic education and scientific-humanistic courses, in individual education and domestic education, is subject to the enrollment or renewal of enrollment and the conclusion of a collaboration protocol between the school of enrollment and the parent, in accordance with the provisions of the articles 8 and 12 of Decree-Law no. 70/2021, of 3 August;

By order of the Director of the Agrupamento de Escolas de Arganil, Anabela Henriques de Matos Soares, dated _____ (date), the application for enrollment of the student _____ (identification of the student) in the _____ year (year of schooling), in home education, was granted and observed the other procedures provided for in article 11 of Decree-Law no. 70/2021 of 3 August;

Thus, in accordance with the provisions of articles 8, paragraph c), and 12 of Decree-Law No. 70/2021, of 3 August,

Between:

The Agrupamento de Escolas de Arganil – (enrollment school), hereafter referred to as AE Arganil, with registered office at Avenida das Forças Armadas, 3300-011 Arganil, herein represented by its Director, Anabela Henriques de Matos Soares, as First Party,

and

_____ (name of the student's guardian), residing
at _____ (address identification), as Second Party,

this collaboration protocol is hereby signed and shall be governed by the following clauses:

Clause One

(Object)

This protocol establishes the terms and conditions of cooperation between the First and Second Parties in order to attend the _____ (indicate the school year) of _____ (indicate the course), in home education by _____ (name of the student), resident in _____ (address of the student), as well as the responsibilities of the parties and of the other involved in the educational process of the referred student.

Clause Two

(Stakeholders)

The following are involved in the student's educational process:

- a) The First Party – Agrupamento de Escolas de Arganil
- b) The Second Party - _____
- c) The tutor-teacher - _____

Clause Three

(Duties of the first party)

1 - Without prejudice to the other duties set forth in the applicable rules, the First Party is responsible for:

- a) Ensuring the monitoring, follow-up and certification of the student's learning identified in the first clause;
- b) Developing and update the student's individual process in collaboration with the Second Party;
- c) Informing the Second Party about the curricular documents in force, as well as other documents relevant to the student's educational process;
- d) Assigning the tutor-teacher;
- e) Making available to the Second Party the elements requested by him/her related to the educational process of his/her student;
- f) Verifying whether the educational project, referred to in clause seven, complies with the provisions of article 7 of Decree-Law no. 70/2021, of 3 August;
- g) Summoning the Second Party to deliver the portfolio, one week before the evaluation class meeting takes place, to be analysed by all the teachers;
- h) Sending to the Second Party, within ten working days, counting from the working day following the date of the class evaluation meeting referred to in the previous paragraph, an evaluation report, with any necessary recommendations, to be prepared by the teacher-tutor;
- i) Notifying the Second Party:
 - i) in the event of student failure and/or failure to comply with this protocol in accordance with paragraphs g) and h) of paragraph 3 of article 14 of Decree-Law no. 70/2021, of 3 August;
 - ii) of the decision to cancel the registration authorization, in compliance with the provisions of paragraphs g) and h) of paragraph 3 of article 14 of Decree-Law no. 70/2021, of 3 August;
- j) Allowing the student to use school spaces, namely the School Library or other spaces that may be considered necessary for the student's educational project to be implemented;
- k) Ensuring advice to the parent on inclusive pedagogical practices;
- l) Complying with the provisions of Law no. adopted by the school;
- m) Complying with the provisions of Decree-Law no. 55/2009, of 2 March, in its current wording, regarding school social support, whenever the student meets the requirements for that purpose;
- n) Fulfilling all other obligations arising from this protocol;

Clause Four

(Duties of the second party)

Without prejudice to the other duties set forth in the applicable rules, the Second Party is responsible for:

- a) Attending a joint meeting, at the place and time indicated in the call for submission of the portfolio, to take place at the end of each school term.
- b) Appearing at school, whenever called, to deal with matters related to the student;
- c) Enrolling the student, within the deadlines established in the regulations in force, for the assessment tests and the national final examinations;
- d) Ensuring the presence of the student in the tests and exams indicated in the previous paragraph;
- e) Informing the First Party about the change or update of the student's personal data;
- f) Submitting the student's educational project under the terms of paragraph 3 of clause six;
- g) Sending the portfolio and other documentation, in accordance with article 18 of Decree-Law no. referred to in subparagraph a) of this clause;
- h) Observing the recommendations made by the tutor-teacher, aiming the educational success of the student;
- i) Complying, whenever they express interest in having free of charge the textbooks adopted by the school, with the provisions of the regulations in force regarding the use, reuse and return of school textbooks;
- j) Fulfilling the other obligations arising from this protocol.

Clause Five

(Duties of the tutor-teacher)

In accordance with the provisions of Decree-Law no. 70/2021, it is up to the teacher-tutor to:

- a) Monitor the student's learning based on the elements sent by the Second Party;
- b) Attend the meetings scheduled with the student and with the guardian under the terms of clause eight;
- c) Prepare, after the meeting referred to in the previous paragraph, an evaluation report, with any possible recommendations.

Clause Six

(Educational project)

1 – The educational project referred to in subparagraph f) of clause four must explain the organisation of the curriculum, defined in terms of article 7 of Decree-Law no. ° 70/2021, to pursue the principles, vision, values and areas of competence contained in the Profile of Students Leaving Compulsory Schooling and have as reference the curricular documents in force for each subject, namely:



a) The essential learning of the disciplines of the scientific-humanistic courses, namely those referring to the _____ (indicate the course);

2 – Without prejudice to the provisions of the previous number, in the elaboration of the educational project, the mandatory areas of Citizenship and Development, defined in the National Education Strategy for Citizenship, contained in the annex to Decree-Law No. 70/2021, of 3 August, shall also be considered.

3 – In accordance with the provisions of paragraph 6 of article 5 of Ordinance no. ° 194/2021, of 17 September, the educational project must explain the projects to be developed by the student and which may be subject to registration in the certificate to be issued at the end of secondary education.

4 – In accordance with the provisions of paragraph 5 of article 6 of Ordinance n.º 194/2021, of 17 September, and for the purposes of registration in the certificate to be issued at the end of secondary education, the educational project must explain the projects to be developed by the student and that can contribute to her personal and social development namely mentoring, volunteering, cultural, artistic, sportive, scientific, among others, duly certified by the respective promoting entities, under the regulations in force.

5 – The educational project referred to in the previous numbers is sent by the Second Party to the enrollment school together with the application for the enrollment.

Clause Seven

(Monitoring and Follow-up)

1 - The monitoring of the learning carried out by the student is ensured by the tutor-teacher, through the elements provided by the parent and the evidence collected in the class council meetings to discuss the portfolio, and operate as follows:

a) In the evaluation meetings at the end of each period;

b) At the end of the academic year, to be held in June;

2 – The evaluation report referred to in the paragraphs of the previous number is prepared by the tutor-teacher and presented to the First Party, in order to be sent to the student's legal guardian within 10 working days from the working day following the date of portfolio discussion.

3 – Whenever selective and/or additional measures to support learning and inclusion are mobilised, these are included in the student's educational project, referred to in the previous clause.

4 – In the situations provided for in the previous number, whenever adaptations to the assessment process are defined, these must be based on the terms defined in Decree-Law no. 54/2018, of 6 July, so as to be the object of analysis by the tutor-teacher and, whenever necessary, by the multidisciplinary team to support inclusive education at the school.

Clause Eight

(Intervention of the multidisciplinary team to support inclusive education)

1 - The Second Party may benefit, provided that the situation justifies it and the school has the conditions for this purpose, from advice on inclusive pedagogical practices by elements of the multidisciplinary team, upon request addressed to the First Party.

2 – The advice referred to in the previous number shall operate in accordance with the provisions of the school's internal regulation.

Clause Nine

(Use of school premises)

1 - During the validity of this protocol, the student may attend the _____
(indicate school premises) or other spaces that may be considered necessary for the implementation of the student's educational project, provided that the school has the conditions for this purpose, through a schedule previously agreed between the First and Second Parties.

2 – In the situations foreseen in the previous paragraph, the student is subject to the duties of the students in a face-to-face regime provided for by law and in the school's internal regulations.

3 - In the situations foreseen in paragraph 1, the Second Party is responsible for damages resulting from the inappropriate use of these spaces by the student.

Clause Ten

(Non-compliance and termination of the protocol)

1 – Failure by any of the Parties to comply with the obligations provided for in the present protocol, without due justification, constitutes cause for termination by the non-defaulting Party.

2 - The statement of termination may not be made without prior notification addressed to the Party to which the non-compliance situation relates, within 10 working days, in order to remedy the non-compliance situation.

3 – After this period, if the non-compliance situation continues, the non-defaulting Party shall notify the other Party of the protocol's termination.

Clause Eleven
(Protocol Review)

- 1 - Any amendment or adaptation to the present protocol requires the prior written agreement of both Parties.
- 2 – Without prejudice to the provisions of the previous number, the Parties will meet, at the end of the school year, to evaluate, deepen or develop the implementation of this protocol, as well as to analyse the possibility of new areas of cooperation.

Clause Twelve
(Validity, duration and renewal)

- 1 - This protocol enters into force on the date of its signature and lasts for one academic year, unless one of the following situations occurs:
 - a) Transition of the student from home education to face-to-face education;
 - b) Transfer of the student to another school;
 - c) Travelling of the student to a foreign country.
- 2 - This protocol may be renewed by agreement of the parties, unless one of the following situations occurs:
 - a) Failure to pass, for two consecutive years, in the final subjects of the 11th year or at the end of secondary education;
 - b) Non-compliance, without reasonable justification, with this protocol.

Celebrated in triplicate at the Arganil School Group, on _____, with one copy for each of the Parties and another to be sent to the DGEstE.

The Director of AE Arganil, as First Party

Signature _____

The Education Officer, as the Second Party

Signature _____