**Framework Schedule 1 (Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make available to all Buyers under this Framework Contract.

The Supplier must only provide the Deliverables for the Lot that they have been appointed to.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

1. Scope of the Contract
   1. The scope for this Framework Contract is for all temporary and fixed term teaching and non-teaching roles within the public sector to schools, colleges and other educational establishments, including academies, trusts, nurseries, pupil referral units, children centres and further education institutions, across the UK.
   2. Buyers from across the Public Sector are able to access this Framework Contract on behalf of schools, colleges and other educational establishments across the UK.
   3. The Core roles are provided in this Framework Contract are temporary Supply Teachers. The Core roles are Mandatory; suppliers must have the ability to provide supply teachers in order to bid for a position on the framework. Supply Teachers may be required to cover a variety of absences or vacancies, including in difficult to fill geographic areas or where there is a skill shortage.
   4. The Non-Core roles provided in this Framework Contract include but are not limited to;
      1. Unqualified Teacher;
      2. Education Support Staff
      3. Other Temporary Staffing Services including Headteacher, Senior Leadership, admin and clerical staff, IT staff, finance staff, estates and maintenance, and cleaners.
      4. Fixed term roles (on school payroll)

The Non-Core roles are Non Mandatory; a supplier does not have to supply them in order to bid for a position on the framework.

* 1. The term “Worker” for the purposes of this Framework Contract is used to describe work–seekers (fixed term) and temporary work-seekers under both Core Services and Non-Core Services.

1. DESCRIPTION OF LOTS
   1. The Framework Contract consists of 3 Lots.
      1. Lot 1 Direct provision of Supply Teachers, Unqualified Teacher, Education Support Staff and other temporary staffing services.
      2. Lot 2 Master Vendor: Managed Service Requirements of Supply Teachers, Unqualified Teacher, Education Support Staff and other temporary staffing services.
      3. Lot 3 Neutral Vendor: Managed Service Requirements of Supply Teachers, Unqualified Teacher, Education Support Staff and other temporary staffing services.
   2. The Supplier shall provide as a minimum the following:

|  |
| --- |
| **Lot 1 – Direct provision of Supply Teachers, Unqualified Teacher, Education Support Staff and other temporary staffing services.**  The Supplier shall provide recruitment services for the provision of Supply Teachers**,** Unqualified Teacher, Education Support Staff and other temporary staffing services from both:   * Employment Businesses for temporary Assignments; and * Employment Agencies for fixed term employment   The Supplier shall ensure that they comply with all legislative and regulatory requirements, and all Workers are fully compliant, as detailed in the terms of the Framework Contract.  To enable Buyers to utilise Lot 1 CCS will establish an Agency Selection Tool using details of all suppliers’ branches/offices.  The Agency Selection Tool will be used by Buyers to reduce the number of Framework Suppliers to those with a branch/office within close proximity to the school using post code data. Buyers will be responsible for setting the distance that the Supplier must have a branch/office.  The Agency Selection Tool will rank those Suppliers that have a branch/office within the specified distance by their mark-up, with the lowest Supplier mark-up ranked first.  The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:   * the Agency Workers Regulations (AWR) <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/32121/11-949-agency-workers-regulations-guidance.pdf>; * the Conduct of Employment Agencies and Employment Businesses Regulations   <http://www.legislation.gov.uk/uksi/2003/3319/contents/made>;   * the General Data Protection Regulations (GDPR)   <https://www.eugdpr.org>;   * Off-Payroll Working in the Public Sector (IR35) legislation <https://www.gov.uk/guidance/ir35-find-out-if-it-applies>;   to ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2 – Variation Form. |

|  |
| --- |
| **Lot 2 Master Vendor: Managed Service Requirements of Supply Teachers, Unqualified Teacher, Education Support Staff and other temporary staffing services**.  A Managed Service Provider will take responsibilities for the sourcing, engagement and administration of the non-permanent workforce for the Buyer through standardised processes and use of technology, offering the Buyer an opportunity to make savings and efficiencies, and consider long-term workforce planning.  The Master Vendor shall take overall responsibility for providing the Buyer with recruitment services to meet their Worker needs.  The Supplier will manage provision of Supply Teachers**,** Unqualified Teacher, Education Support Staff and other temporary staffing services from both:   * Employment Businesses for temporary Assignments; and * Employment Agencies for fixed term employment   The Supplier shall provide Workers directly from their own resource pool and has the option of managing supplementary supply from Subcontractor(s) as outlined in Joint Schedule 6 Key Subcontractor(s).  The Buyer contracts only with the Master Vendor, and the Master Vendor is responsible for managing their Supply Chain who must be accredited in accordance with paragraph 12.19. The Master Vendor must also be accredited.  The Supplier shall ensure that its sourcing of Workers via the accredited Supply Chain complies with all legislative and regulatory requirements, as detailed in the terms of the Framework Contract.  The Supplier shall be required to aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:   * the Agency Workers Regulations (AWR) <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/32121/11-949-agency-workers-regulations-guidance.pdf>; * the Conduct of Employment Agencies and Employment Businesses Regulations   <http://www.legislation.gov.uk/uksi/2003/3319/contents/made>;   * the General Data Protection Regulations (GDPR)   <https://www.eugdpr.org>;   * Off-Payroll Working in the Public Sector (IR35) legislation <https://www.gov.uk/guidance/ir35-find-out-if-it-applies>;   to ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2– Variation Form. |

|  |
| --- |
| **Lot 3 Neutral Vendor: Managed Service Requirements of Supply Teachers, Unqualified Teacher, Education Support Staff and other temporary staffing services.**  A Managed Service Provider will take responsibilities for the sourcing, engagement and administration of the non-permanent workforce for the Buyer through standardised processes and use of technology, offering the Buyer an opportunity to make savings and efficiencies, and consider long-term workforce planning.  The Neutral Vendor shall take overall responsibility for providing the Buyer with their Worker needs.  A Neutral Vendor Supplier shall not supply any Workers directly from its own business (or any affiliated businesses) and will use an accredited Supply Chain to meet all Worker requirements. For the Buyer receiving the Service, the Buyer will enter into a Call-Off Contract with the Neutral Vendor Supplier and not with the Supply Chain directly.  The Supplier shall ensure that its sourcing of Workers via the accredited Supply Chain comply with all legislative and regulatory requirements, as detailed in the terms of the Framework Contract  The Supplier will manage provision of Supply Teachers**,** Unqualified Teacher, Education Support Staff and other temporary staffing services from both:   * Employment Businesses for temporary Assignments; and * Employment Agencies for fixed term employment   The Supplier shall be required to be aware of and ensure compliance to all changes in practise in the recruitment market and changes in policy and legislation, including but not limited to:   * the Agency Workers Regulations (AWR) <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/32121/11-949-agency-workers-regulations-guidance.pdf>; * the Conduct of Employment Agencies and Employment Businesses Regulations   <http://www.legislation.gov.uk/uksi/2003/3319/contents/made>;   * the General Data Protection Regulations (GDPR)   <https://www.eugdpr.org>;   * Off-Payroll Working in the Public Sector (IR35) legislation <https://www.gov.uk/guidance/ir35-find-out-if-it-applies>;   to ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures (i.e. AWR, IR35, Minimum Wage), in line with the Variation procedure as set out in Joint Schedule 2– Variation Form. |

1. **REQUISITION OF WORKERS**
   1. The Supplier shall have the facility for Buyer’s Authorised Users to request a Worker directly via a Customer Service Function.
   2. The Supplier shall ensure the Buyer defines their preferred requisition method(s) or format(s) prior to the commencement of the Call-Off Contract in the Call Off Order Form.
   3. The Supplier shall upon receiving a requisition from a Buyers Authorised User ensure that all information required within the Worker request form has been obtained - a template of the information required can be found in Annex A.
   4. The Supplier shall meet the Buyer’s requirement, with the Worker that most closely meets the Buyer’s job description and person specification (or equivalent) as provided by the Buyer’s Authorised Users.
   5. The Supplier shall confirm any booking through submission of a completed Worker compliance checklist to the Buyer confirming that the Worker has been assigned - a template of the information required can be found Annex B.
2. **CUSTOMER SERVICE FUNCTION**
   1. The Supplier shall create, manage and maintain a Customer Service Function to manage and respond to any user requests, enquiries, complaints, request for advice and requests for technical support from the following parties, but not limited to:
      1. Buyers Authorised Users
      2. Workers;
   2. The Supplier shall provide, implement, operate and maintain a clearly defined process for the management of enquiries and complaints, requests for advice and technical support, received from the Workers and Buyers Authorised Users in line with best industry practise.
   3. The Supplier shall provide a Customer Service Function that shall be staffed and operational from Monday to Friday (excluding Bank Holidays) inclusive, between the hours of 07:00hrs to 17:30hrs and an automated system outside of these hours. Buyers which may require extended operational hours will specify their requirement within the Call-Off Contract.
   4. The Supplier shall ensure the Customer Service Function supports the Buyers management of enquiries, complaints, requests for advice and technical support through all appropriate means of communication, including but not limited to:
      1. online systems;
      2. email;
      3. letter;
      4. telephone;
      5. fax.
   5. The Supplier shall ensure all telephone calls are charged at no more than a standard call rate (no premium rate telephone numbers are permitted). Standard rate in the UK means calls to local and national numbers beginning 01, 02 and 03. Excluded numbers include non-geographic numbers (e.g. 0871) and all premium rate services.
   6. The Supplier shall ensure that the Supplier’s Staff appointed to the Customer Service Function have the relevant skills and knowledge of the deliverables, Buyer relations and relevant technology, to address and resolve all enquiries, complaints, and advice and support requests to the satisfaction of the Buyers Authorised Users.
   7. The Supplier shall provide and maintain an appropriate level of their Customer Service Function staff’s availability, to consistently deliver an effective service to the Buyers via the Customer Service Function during operational hours.
   8. The Supplier shall ensure any provision made under this Framework Contract is placed by eligible Buyer Authorised Users.
   9. The Supplier shall refuse to process requisitions if requested by a person who is not a Buyer Authorised User. The Buyer will be able to add, and remove, Buyer Authorised Users during the course of the Call-Off Contract.
3. **MARKETING AND COMMUNICATIONS**
   1. The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Framework Contract, ensuring that they make schools, aware of the Framework Contract for all future assignments and the value that can be achieved through it.
4. WORKER PAY TYPES
   1. All Workers provided by Suppliers under this Framework Contract will be subject to PAYE tax and National Insurance.
   2. The Suppliershall choose to payroll Workers under the following pay types:
      1. PAYE Worker or employee, paid via their own payroll
      2. Umbrella company Worker, paid by the umbrella company
      3. Limited company contractor inside IR35
   3. Suppliers shall notify all Workers their pay type and gross pay (prior to deductions) before an Assignment commences.  All deductions must be explained to Workers and payslips must be provided to them.
   4. All payroll must be run within the UK, but excluding the Channel Islands.
   5. Further information about IR35 legislation can be found at:

### https://www.gov.uk/guidance/ir35-find-out-if-it-applies

1. **TEMPORARY WORKER CHARGES**
   1. The Supplier shall only charge in line with the Pricing Schedule 3 for the Deliverables supplied to the Buyer which are the subject of a valid requisition request. For the avoidance of doubt, the Supplier shall decline to provide the Deliverables where the requisition has not been received from a Buyers Authorised User in the format agreed in the Call Off Order Form.
   2. The Supplier shall ensure all invoices to the Buyers are clear, accurate and transparent containing as a minimum, the components listed below as separate line items.
      1. **PAYE Workers**

### Worker pay

### Holiday Pay

### Apprenticeship Levy

### Employer’s National Insurance

### Employer’s Pension

### Supplier Fee

* + 1. **Limited Company Workers Inside IR35**

### Gross amount to Limited Company (before tax and employee’s NI are applied)

### Apprenticeship Levy

### Employer’s National Insurance

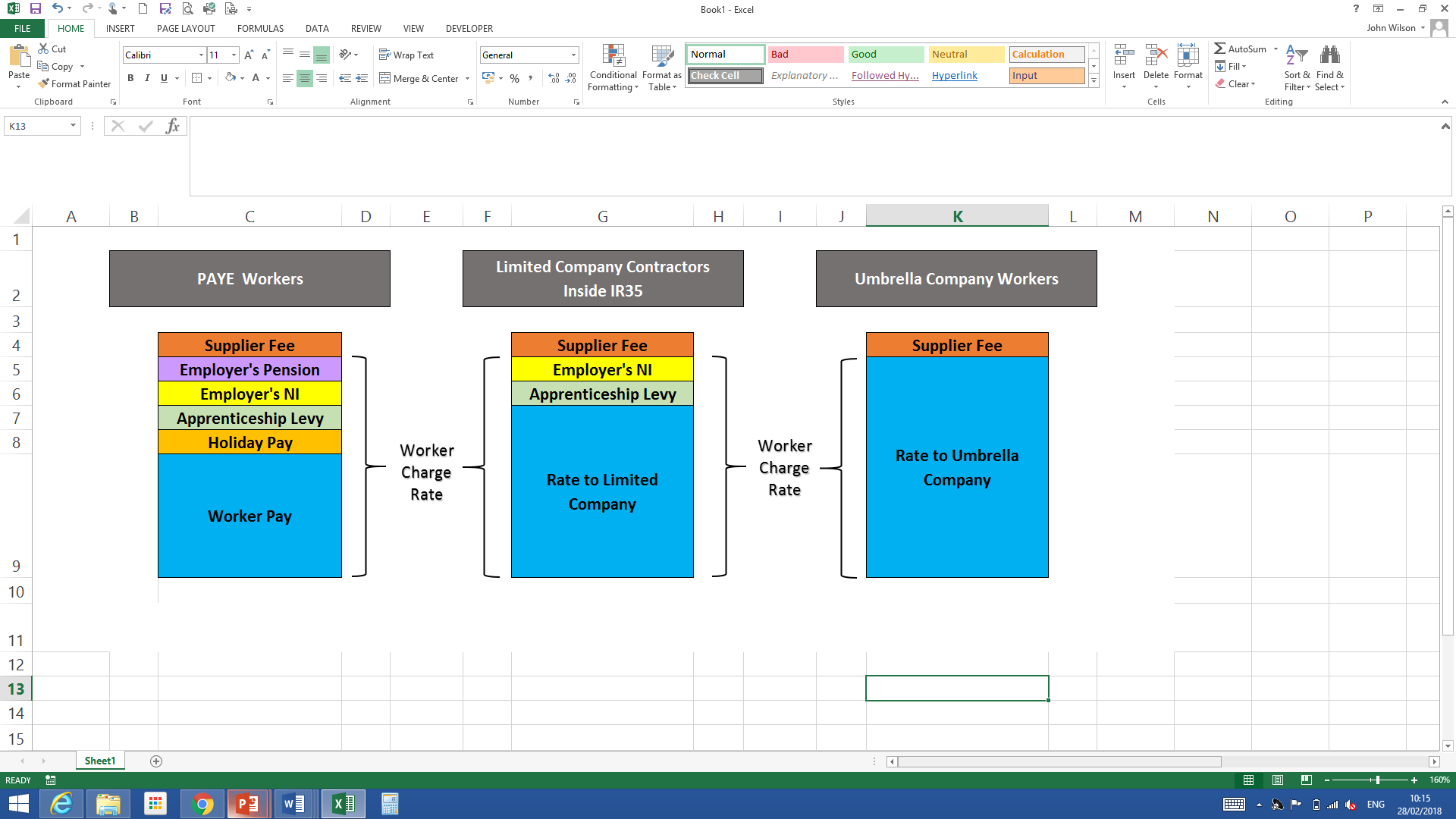
### Supplier Fee

* + 1. **Umbrella Company Workers**

### Rate to Umbrella Company

### Supplier Fee

* 1. When a Supplier quotes for a Worker they shall quote on the basis of the worker charge rate, which is inclusive of all employer on-costs. The Supplier Fee will be a mark-up on the Worker Charge Rate.



* 1. The Supplier shall inform schools, colleges and other educational establishments, including academies, trusts, nurseries, pupil referral units, children centres and further education institutions that Swedish Derogation model is not permitted under this Framework Contract.

1. transfer fees
   1. **Transfer Fees**
      1. The Supplier who operates an Employment Business can charge Transfer Fees in accordance to paragraph 8.3 to Buyers only where a Buyer has first been given the option by the Supplier, to have that Temporary Work-Seeker provided by the Supplier for a minimum period of 4 weeks from when the Buyer provides notice In Writing (“the Extended Hire Period”) so that the Assignment’s duration is 12 working weeks or more, and the Buyer has not utilised this option. This is subject to further details as set out in this paragraph 8 and to The Conduct of Employment Agencies and Employment Businesses Regulations 2003.
      2. The Supplier cannot charge a Transfer Fee, when an Assignment’s duration is 12 Working Weeks or more should the Buyer take the Worker on permanently, providing the Buyer has given the appropriate Notice Period of at least 4 weeks.
      3. For the avoidance of doubt, a Buyer may provide the appropriate Notice Period anytime up to the end of the eighth Working Week and take the Worker permanently without a Transfer Fee at the end of 12 Working Weeks.
      4. The Supplier (when providing a Worker) can only charge Transfer Fees as long as during the most recent Assignment of the relevant Worker, the Buyer has been made aware In Writing by the Supplier how to avoid being charged Transfer Fees, and the Buyer has not followed this advice and taken the Worker on permanently.
   2. **CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003**:
      1. The Supplier of the Worker can only charge Transfer Fees in accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003, where the transfer takes place within whichever is later of:

#### 14 weeks from the first date of supply of the first Assignment with the Buyer; or

#### 8 weeks from the end (the last day worked) of any Assignment

* + 1. For the avoidance of doubt, if a or b of paragraph 8.2.1 is applied, then there is an understanding that the Assignment will come to an end.
    2. If there has been more than one Assignment with a break of more than 42 days between Assignments, the later Assignment is then taken as the first Assignment.
    3. Where the break is less than 42 days then the date of the first Assignment will be taken into account.
  1. **Calculating Transfer Fees**
     1. Where Transfer Fees are applicable, the Transfer Fee payable will be calculated in accordance with Framework Schedule 3 (Framework Prices) and based on the agreed rate for the Worker.
     2. Where a Worker is taken on permanently by the Buyer after having been on an Assignment for a period of 12 Working Weeks or longer, but no Notice Period was given, the Supplier may charge a Transfer Fee equivalent to the Supplier Fee element of the charge that would have been charged over the 4 week Notice Period.
     3. Where a Worker is taken on permanently by the Buyer after having been on an Assignment for less than 12 Working Weeks and no Notice Period was given, the Supplier may charge a Transfer Fee equivalent to the Supplier Fee element of the charge that would have been charged over a period of 12 Working Weeks on a sliding scale basis as per Annex C.
  2. **Worker (Fixed Term Assignments)**
     1. If a Buyer wishes to employ the fixed-term Worker on an employee basis, then the Supplier may charge a fixed term Worker Transfer Fee, in accordance with Framework Schedule 3 (Framework Prices) equal to the difference between the agreed fee payable for the fixed-term Worker and the fee which would have been payable had the Worker worked for a period of 12 months (or 3 full school terms) for the Buyer; for example:

#### after 8 months of fixed term employment (the equivalent to 2 full school terms), if the Buyer wishes to take the Worker permanently then the Supplier may charge a fee equal to the difference, compared to 12 months (i.e. 4 months).

#### the Worker Transfer Fee will be due if the Worker is appointed permanently up to 6 months after the end of the fixed term Assignment.

1. Timesheets
   1. The Supplier shall provide all Workers with a timesheet that must be used whilst on an Assignment.
   2. The Supplier shall ensure that all timesheets that are fully completed and legible, completed electronically where possible, by the Worker and approved by the Buyer.
   3. The Supplier shall ensure all timesheets submitted by the Worker will be in accordance with Good Industry Practice and the latest guidelines regarding timesheets and/or specific measures to prevent fraud.
2. PAYMENT to the worker
   1. The Supplier shall ensure that the Worker is paid regularly, with payments to be made on a monthly basis as a minimum.
   2. The Supplier shall make enquiries to obtain a verified and approved timesheet to confirm that the Worker carried out the deliverables as requested by the Buyer.
   3. The Supplier shall process each approved timesheet without delay and in accordance with the governments prompt payment policy when utilising either the accredited Supply Chain or Umbrella Companies (when pay-rolling Workers):

<https://www.gov.uk/guidance/prompt-payment-policy>

1. WORKER CARE AND EXPERIENCE
   1. The Supplier shall ensure Off Boarding of Workers is undertaken in a timely and professional manner.
   2. The Supplier shall endeavour that post Assignment feedback is provided to the Worker from the Buyer including but not limited to feedback on their performance.
   3. The Supplier shall endeavour to provide feedback throughout the selection process to all Workers (whether successful or unsuccessful), in a timely and professional manner.
2. SAFEGUARDING AND PRE-EMPLOYMENT CHECKS
   1. The Supplier shall ensure secure retention of all records in relation to safeguarding, in line with the Data Protection Act and General Data Protection Regulation (GDPR) as per paragraph 13.
   2. The Supplier shall ensure all requisite safeguarding and pre-employment checks have been undertaken as per paragraph 12.3 and a decision on the Worker’s suitability for the position offered taken. The Supplier shall provide written confirmation of those checks at 12.3 have been carried out through completion of a Worker compliance checklist, and that a decision on suitability taken, shall be made available to Buyers prior to placing any Worker with a Buyer under this Framework Contract, in accordance with The School Staffing (England) Regulations 2009. This is to ensure that the Buyer’s engage Workers who have been recruited in accordance with Government policies, legislation and industry best practice, which includes robust background screening.

**The School Staffing (England) Regulations 2009**

http://www.legislation.gov.uk/uksi/2009/2680/contents/made

* 1. The Supplier shall, before the start of an Assignment, conduct the following Worker safeguarding and pre-employment checks:
     1. Face to face in person interviews which are required when the Worker first registers to enable the Supplier to check the full set of required documentation, and which shall be kept on file in accordance with appropriate legislation; and
     2. Identity and Proof of Address checks; and
     3. Right to work check; and
     4. Professional Registration/Qualification Checks; and
     5. Ten year Employment History and Reference Checks covering last two years; and
     6. Appropriate DBS Checks undertaken annually at a minimum by the Supplier (enhanced plus barred list for those in regulated activity, and enhanced for those with the opportunity for regular contact with children), and confirmation the Worker has subscribed to the DBS update service ensuring the Worker produces evidence of the DBS certificate as required by the Buyer;

<https://www.gov.uk/government/publications/handling-of-dbs-certificate-information/handling-of-dbs-certificate-information>; and

* + 1. Overseas criminal record checks where the Worker has lived or worked outside of the UK for a period of six months or more, or certificates of good character to enable any non-UK criminal record-related information to be identified. Where it proves impossible to obtain this information (for example, in cases where the person must be resident in a country at the time of application), the Supplier must obtain at least two references from verifiable sources, ideally senior individuals with appropriate authority at a previous employer;

and

* + 1. where relevant for the role, a check to ensure the Worker is not subject to any current sanction or restriction imposed by the General Teaching Council for England prior to its abolition in 2012, or (for Workers engaging in teaching work) to any prohibition order imposed by the Secretary of State or EEA professional regulating authority imposed sanction, prohibition or restriction, or that the Worker is not disqualified from working with children under the Childcare (Disqualification) Regulations 2009 ; and
    2. Rehabilitation of Offenders Act declarations; and
  1. Fitness to work declarations. The Supplier shall meet all safeguarding and pre-employment check costs and must conduct checks to determine the suitability of the Worker in accordance with the Department for Education ‘**Keeping Children Safe in Education**’ guidance.

<https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>

* 1. The Supplier shall ensure any costs for safeguarding and pre-employment checks shall not be passed on to the Buyer.
  2. The Supplier shall retain on the Worker’s personnel records demonstrable evidence that the required information in respect of the relevant safeguarding and pre-employment checks have been conducted on the potential Worker to ensure compliance with all relevant legislation, regulations, guidelines and the Call-Off Contract.
  3. The Supplier shall ensure that it retains the Worker’s written permission for the relevant safeguarding and pre-employment checks to be undertaken and for the results to be retained in accordance with legislation by the Supplier and available to be viewed by CCS, other Government Departments and the agencies/public bodies, the Buyer and Accreditation Bodies managing the industry standard accreditation for validation, verification, inspection and audit purposes. Any Worker who fails to provide his permission in writing must not be introduced for a position with the Buyer under this Framework Contract.
  4. The Supplier shall ensure all documents provided for validation are, current and original, and are copied and held in a format that cannot be subsequently altered. The retained copy of the documents must be signed and dated at the time of validation. All signatures must be legible and supported by the job title of the validator.
  5. For the avoidance of doubt, where the Supplier cannot produce the required evidence to the Buyer, CCS and/or Accreditation Body to show that the relevant safeguarding and pre-employment checks have been conducted it will be in breach of the terms of this Framework Contract and the Supplier may have its appointment to the Framework Contract immediately suspended or terminated.
  6. The Supplier shall ensure that the Worker is advised that they must immediately inform the Supplier if they are currently, or have been, subject to any kind of investigation or prosecution relating to a criminal act, and/or which could lead to a Conviction, after the most recent DBS check was undertaken. Where appropriate the Supplier shall inform the Buyer of this information so that they can make an informed decision as to whether the Assignment should continue.
  7. The Supplier shall ensure its own staff are aware that the objective of validating and verifying the information provided by the Worker is to ensure that the information relates to that Worker, confirms that the Worker’s identity is genuine and relates to a real and living person, and establishes that the Worker owns and is rightfully using that information.
  8. The information relating to the relevant safeguarding and pre-employment checks must be validated in the English language (unless otherwise requested by the Buyer) in order to enable an effective inspection and audit of the same and this information shall be retained in such a way that cannot be subsequently altered. Where any information is obtained in a language other than English, the Supplier is required to ensure that it has officially translated (at no charge to the Buyer) the information into English and In Writing.
  9. Guidance on undertaking the safeguarding and pre-employment checks can be found at:

**DBS ID Checking Guidelines**: <https://www.gov.uk/government/publications/dbs-identity-checking-guidelines>

**Eligibility of Right to Work in the UK**

# <https://www.gov.uk/government/collections/sponsorship-information-for-employersand-educators>

# <https://www.gov.uk/government/organisations/uk-visas-and-immigration>

# <https://www.gov.uk/check-an-employees-right-to-work-documents>

# <https://www.gov.uk/uk-visa-sponsorship-employers>

# <https://www.gov.uk/government/publications/right-to-work-checks-code-of-practice-on-avoiding-discrimination>

**Home Office Guidance**

<https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>;

**DBS checks**

<https://www.gov.uk/government/organisations/disclosure-and-barring-service>

<https://www.gov.uk/criminal-record-checks-apply-role>

<https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>

www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006

**Teacher Status Checks**

<https://www.gov.uk/guidance/teacher-status-checks-information-for-employers>

* 1. The Supplier shall confirm any Assignments through completion and submission of a Worker compliance checklist to the Buyer confirming that the Worker is compliant - a template of the information required can be found Annex B.
  2. The Supplier must ensure ongoing compliance of the Worker with the safeguarding and pre-employment checks during the Assignment, including managing any changes in status with the checks undertaken prior to placement, such as change of address in accordance with paragraph 12.13.
  3. The Supplier shall inform the Buyer immediately where a Supplier receives or obtains information, which gives it reasonable grounds to believe that a Worker is unsuitable for the position with the Buyer for which the Worker is being supplied.

**Legislation**

**Education Act 2002 – Sections 141A and 141B**

<http://www.legislation.gov.uk/ukpga/2011/21/section/8/enacted>

**Safeguarding Vulnerable Groups Act 2006 – Section 35** <http://www.legislation.gov.uk/ukpga/2006/47/section/35>

**Safeguarding Vulnerable Groups Act 2006 – Section 38** <http://www.legislation.gov.uk/ukpga/2006/47/section/38>

* 1. The Supplier shall make its own staff aware of industry standards to ensure the safeguarding of children requirements are maintained, including but not limited to:

**Working together to safeguard children**

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419595/Working_Together_to_Safeguard_Children.pdf>

**Teacher Standards**

<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/283566/Teachers_standard_information.pdf>

* 1. The Supplier shall ensure that it protects the Worker from any suspected fraud, malpractice or breach of legislation they may encounter, raising awareness of any such activities with an appropriate organisation such as SaferJobs. SaferJobs also helps raise awareness and combats criminal activities facing Suppliers within the recruitment industry.

# Further information about SaferJobs can be found at:

### <https://www.safer-jobs.com/>

* 1. **INDUSTRY STANDARD ACCREDITATION** 
     1. The Supplier shall first demonstrate possession of holding a valid and current certificated industry standard accreditation from one of the approved Accreditation Bodies to provide the deliverables under this Framework Contract.
     2. The list of approved Accreditation Bodies is available at:

[https://ccs-agreements.cabinetoffice.gov.uk/supply-teachers](https://www.google.com/url?q=https://ccs-agreements.cabinetoffice.gov.uk/supply-teachers&sa=D&source=hangouts&ust=1524646284372000&usg=AFQjCNFOUHXx3hR2XEpt0hGFq2hn1P3d0g)

* + 1. The industry standard certification from an approved Accreditation Body must be held by the Supplier and/or Supply Chain members responsible for the delivery of the deliverables under this Framework Contract.
    2. The Accreditation Bodies will be responsible for auditing Suppliers to ensure compliance with the safeguarding and pre-employment checks. In accordance with paragraph 12.7, 12.8 and 12.9, Suppliers must provide Accreditation Bodies, Buyers and the CCS access to the Worker files whenever requested.
    3. **Code Of Conduct**

#### In addition, the Supplier abide by all the terms specified in Code of Conduct with the MOU. Compliance with these terms will be monitored by CCS and the Buyer (Department for Education).

* 1. **Compliance with relevant policy and legislation**
     1. The Supplier shall comply in all respects with all current as well as future legislation, regulations, guidelines, standards and codes of practice relevant to the Supplier and the provision of the deliverables.
     2. If future safeguarding and pre-employment checks as per paragraph 12 are updated which impose more onerous obligations on the Buyer and the Supplier, it is acknowledged that the more onerous obligations will apply to the provision of the deliverables notwithstanding the provisions of the Call-Off Contract.

1. General Data Protection Regulations
   1. The Supplier shall ensure they, and (if applicable) their Supply Chain, are compliant with the Data Protection Act and the General Data Protection Regulation (GDPR).

<https://www.gov.uk/data-protection>

<https://www.eugdpr.org>;

1. COMPLAINTS AND WHISTLEBLOWING POLICY
   1. **Buyer Complaints Policy**
      1. The Supplier shall operate a clear written complaints procedure for handling any complaints omissions and oversights received from the Buyer about the provision of the deliverables and make this available to the Buyer and the Buyers Authorised Users.
      2. The Supplier shall acknowledge any complaints made by the Buyer within a maximum of 2 Working Days of the complaint being received by the Supplier. The complaint shall be resolved by the Supplier within a maximum of 15 Working Days, or where the Buyer agrees In Writing, when a satisfactory resolution has been agreed which is mutually acceptable to both Parties if the complaint requires further investigation.
      3. The Supplier shall provide comprehensive reports on all complaints to CCS and to the relevant Buyer(s) on a monthly basis or as requested by each of the Buyer(s). These reports shall include the date the complaint was received, date the complaint was resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint.
   2. **Whistle-Blowing Policy**
      1. The Supplier shall have a policy which demonstrates its commitment to creating a climate of openness within its organisation by creating a positive environment in which employees and related third parties can raise concerns about wrong doing and without fear of reprisal.

### [The Public Interest Disclosure Act 1998](http://www.legislation.gov.uk/ukpga/1998/23/contents) (the Act) states that, in general, Workers should be able to make disclosures about wrongdoing to their employer, so that problems can be identified and resolved quickly within organisations. The Act gives legal protection to those who make certain types of disclosures.

### A guide to the Act can be found on the Public Concern at Work (whistleblowing charity) external website at the link below:

<http://www.pcaw.org.uk/guide-to-pida>

### Further information on whistleblowing for employees can be found on the gov.uk website link below:

### <https://www.gov.uk/whistleblowing>

* + 1. The Supplier shall ensure that the relevant policy is incorporated into their staff handbook.

1. ADDITIONAL DELIVERABLES (Lot 2 Master Vendor and Lot 3 Neutral Vendor)
   1. The Supplier shall deliver a draft Implementation Plan for Approval on or before the commencement date of the Buyer’s Call-Off Contract, when requested by the Buyer.
   2. The Supplier shall ensure the draft Implementation Plan includes the following:
      1. sufficient detail to manage the implementation of the Buyer’s Call-Off Contract effectively and provide details of the Buyer’s:
      2. plan for obtaining/defining baseline information against which service improvement and financial savings (direct and indirect) can be measured. This baseline will be the most recent Financial Year prior to the commencement date of the relevant Call-Off Contract and the baseline data shall be shared with the Buyer;
      3. plan for transitioning the Buyer’s current Supply Chain of Employment Businesses and Employment Agencies to the Call-Off Contract at no cost to the Buyer;
      4. how you help Buyers to improve the recruitment and retention of the workforce;
      5. plan for communication before, during and after implementation of the Managed Services under the Call-Off Contract;
      6. proposals for implementation of the Managed Services under the Call-Off Contract to each Buyer, as relevant, by either school, cost centre code or as requested by the Buyer.
      7. include a schedule of tasks to be undertaken, against set timescales and will identify the responsibilities of both the Buyer and the Supplier in implementing the Managed Services under the Call-Off Contract. Such tasks may include, but not be limited to, provision of details of all Buyers Authorised Users, job descriptions and Worker specifications for the roles required, drafting and preparation of guidance documents for appropriate training for users.
   3. The Supplier shall create the draft Implementation Plan within timescales to be agreed with the Buyer prior to the commencement of the Call-Off Contract
   4. The Supplier shall monitor the performance of the Managed Service jointly with the Buyer against the Implementation Plan once the draft Implementation Plan has been approved by the Buyer.
   5. The Supplier shall audit the Buyer’s Worker requirements prior to the implementation of the Call-Off Contract (where the Buyer has not previously engaged with the Supplier), taking into account any TUPE implications where applicable. Where a Managed Service is currently in operation with a previous supplier, the Buyer will provide the Supplier with the relevant historical data detailing the previous requirements for Workers from such a previous supplier including number of hours per annum and job descriptions prior to implementation of a Call-Off Contract; and
   6. The Supplier shall adopt the Buyer’s existing Supply Chain by on boarding, so that those Employment Businesses (or Employment Agencies as relevant) currently utilised by the Buyer can continue to introduce Workers for roles that the Buyer wishes to fill, subject to agreement with the Employment Business or Employment Agency concerned.
   7. In the event that the Supplier considers that an Employment Business from the Buyer’s existing Supply Chain does not, or is unable to, meet the requirements of the Call-Off Contract or that Employment Business (or Agency as relevant) refuses to accept the terms and conditions of the Supplier Call-Off Contract, then the Supplier shall notify the Buyer In Writing from the Buyer to remove that Employment Business or Employment Agency (as relevant) from the Buyer’s existing Supply Chain.
   8. The Supplier shall be required to organise and deliver a small number of workshops for the Buyer’s Authorised Users at no extra cost to the Buyer or the attendees, to promote and market the new service arrangements during the implementation of any Managed Service solution, unless advised differently by the Buyer.
   9. The Supplier shall be responsible for introducing all Workers for hire or for fixed term engagement as ordered by the Buyer.
   10. The Supplier shall cooperate with the Buyer in good faith and will take action as necessary for the efficient transmission of information and instructions to enable both the Buyer and the Supplier to derive the full benefits of the Call-Off Contract.

**ANNEX A: RM3826 Worker Request form**

The Buyer shall provide the Supplier with a completed Worker request form containing the information set out in the example attachment below to identify the requirements for the Worker:

|  |  |
| --- | --- |
| **Crown Commercial Service**  **RM3826: provision of Supply teachers Framework CONTRACT** | |
| **Worker REQUEST FORM** | |
| Request/order number: |  |
| Name of authorised officer: |  |
| Buyers organisation name: |  |
| Job title: |  |
| pay rate: |  |
| start Date: |  |
| Anticipated end date: |  |
| working pattern:  (Start/finish times) |  |
| Qualifications required: |  |
| Training or skills required: |  |
| Are CVs req’d? |  |
| any additional information |  |
| school’s expectations of the role (lesson planning, marking etc) |  |
| Are interviews req'd? |  |
| Person to whom worker should report at start: |  |
| Post code of location with requirement: |  |
| RM3826 Framework Supplier  To confirm booking by completion of ASSIGNMENT CHECKLIST | |

**ANNEX B: RM3826 WORKER COMPLIANCE CHECKLIST**

The Supplier shall provide the Buyer with a completed Worker Compliance checklist containing the information set out in the attachment below when confirming a booking:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **CCS Framework Title** | Supply Teachers | **CCS Framework Reference** | | **RM3826** | |
| **Buyer’s name**  **(location)** | School name | **Buyers reference no.**  **(if provided)** | | 000000000000 | |
| **Job Title** | Teacher | **Subject Specialist** | Geography | | |
| **Placement date from** | DD/MM/YYYY | **Placement date to** | DD/MM/YYYY | | |
| **Proposed Working**  **Pattern** | Working days; start/finish times | | **Total number of days booked** | | 0 |

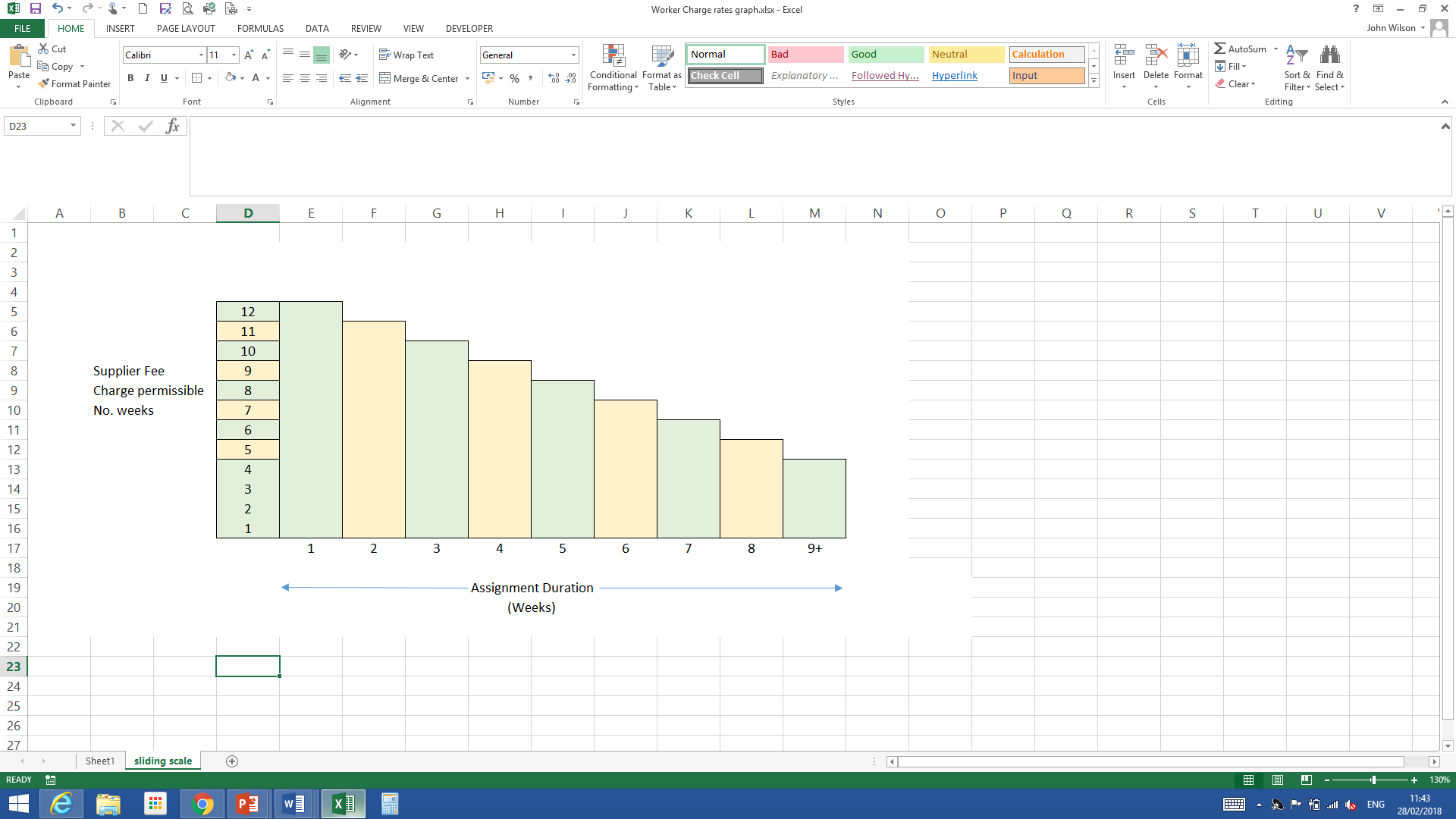
|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Worker’s full name** | | Jane Doe Smith | | | **Recent photograph** |
| **Does the Worker have the relevant skills and knowledge appropriate for the role?** | | Yes / No | | |  |
| **Worker Charge Rate** | | **(Pre AWR)** | | **(Post AWR)** |
| **Agency fee** | | % | | |
| **Total daily charge excl. VAT** | | £00.00 | | £00.00 |
| **Worker Payment Type** | | PAYE / Ltd Co / Umbrella | | |
| **Employment Checks** | | | **Confirmation checks completed pre-placement / Additional comments** | | |
| **Identity** | | | Yes / No | | |
| **Right to Work** | | | Yes / No | | |
| **QTS / QTLS Compliant Checks** | | | Yes / No / Not Applicable - Regulatory Body & Number | | |
| **Employment History & References** | | | Yes / No | | |
| **Criminal Record Check (DBS)** | | | Yes / No – Disclosure Type & Number, Date Issued | | |
| **DBS Barred list Check** | | |  | | |
| **Prohibition/Sanction** | | |  | | |
| **Additional information**  **as required by the**  **Buyer** | Extra Mandatory Training?  Specific Skills/Experience required? | | | | |

The above named worker has been submitted by the Supplier for consideration in the provision of the deliverables

1. in response to a request from the Buyers Authorised User
2. has undergone all of the necessary and appropriate pre-employment screening checks as required by the Framework Contract for the provision of Supply Teachers to ensure their compliance prior to supply; and
3. shall be charged in accordance with the Framework Prices set out in Schedule 3 to the Framework Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier Name** | |  | |
| **Name** |  | **Position** |  |
| **Signature** |  | **Date** | DD/MM/YYYY |

**ANNEX C: TRANSFER FEE: SUPPLIER FEE SLIDING SCALE**



**ANNEX D: TYPES OF SCHOOLS**

There are currently 24,281 schools in the UK.

**State-funded primary schools and state-funded secondary schools** – these include community schools, foundation schools, voluntary aided, voluntary controlled, academies and free schools. Primary schools typically accept pupils aged 5-10 and secondary schools aged 11 and above, but there are increasing numbers of **All-through schools**, who take pupils of all compulsory school ages.

**State-funded special schools** – these are schools which provide tailored provision for pupils with special educational needs.

**Alternative provision** – these are education settings for children unable to attend a mainstream school. Local authority maintained establishments providing alternative provision are often referred to as pupil referral units. There are also an increasing number of alternative provision academies and free schools.

**Independent schools and Non-maintained special schools –** these are registered schools which do not receive government funding. They often charge fees for pupils to attend.

**State-funded nursery** – these are nurseries maintained by the local authority in which they operate. Other nurseries, such as private and voluntary nurseries, are not included in the school census. Schools with a nursery attached will complete the school census as a school rather than as a nursery