

Dated: 15 / 08 / 2019

Contract No STA 0233/02

(1) **Secretary of State for Education**

- and -

(2) **REDACTED**

CONTRACT AGREEMENT FOR STANDARDS AND TESTING AGENCY
Early Years Experts

THIS AGREEMENT IS MADE BETWEEN:

- (1) The Standards and Testing Agency ("**the STA**"), acting on behalf of the Secretary of State for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

And

- (2) REDACTED

1. DURATION

This Agreement shall commence on 02 September 2019 and shall expire on **31 January 2022** subject only to earlier termination in accordance with the terms of this Agreement.

2. SERVICES

The Early Years Experts will provide independent expertise and advice on the suitability of the assessment materials to support the development of the Reception Baseline Assessment and to help ensure that assessment instruments are accurate, valid and meet the relevant specifications. These Early Years Experts will review assessment materials and comment on their suitability in assessing reception-age pupils.

3. Quality

3.1 You will be responsible for the rigorous review of all materials developed for their appropriateness and demand for reception-age children on school entry. You will be expected to contribute to the assessment development process by:

- providing advice to ensure that test instruments are accurate, valid, reliable and meet the relevant test specifications
- reviewing assessment materials and commenting on their suitability in assessing reception aged children
- providing detailed feedback on materials reviewed and constructive suggestions for improvement
- reviewing items as these are created, producing written reports where applicable, and attending item writing meetings when required
- participating in expert review 1 and 2 (ER 1 and 2), reviewing of ER1 and 2 materials during expert review stage and producing a written report
- reviewing mark ups and feeding back any further suggestions following ER1 and ER2 resolution meetings
- reviewing the assessments after construction, or through participation in the construction meeting and feeding back comments
- reviewing of items generated outside of the main expert review process

- reviewing of the items selected for IVT and TPT, producing a written report on the suitability of the items, and proofing of IVT and TPT forms
- observing IVT and TPT trialling in schools, reviewing narrative statements to be returned to schools and participating in constructing these statements where necessary
- contributing to review of IVT and TPT data and qualitative feedback to determine item amendments
- producing a written report for item finalisation
- review of assessment materials before project board 3 (PB3), producing a written report and participating in project board 3
- providing advice on whether the assessment covers the content and cognitive domains set out in the assessment framework appropriately, the stages above and below that being assessed, the manageability of administering the assessment, the administration guidance for teachers, and any gaps in coverage within the item bank
- contributing to discussion and review of proposals for new assessment initiatives (as required), participating in development of materials for new assessment initiatives (as required), providing advice on correspondence and issues arising (as required)
- contributing fully and positively to the whole process and bringing to bear your full breadth of knowledge, understanding and experience as an Early Years expert
- being flexible and available to review materials remotely in a secure location or in STA London or Coventry offices, as and when required in agreement with the relevant project team(s)
- attending and fully participating in relevant meetings (e.g. Expert Review meetings etc.)
- advising the test development researcher(s) by providing thorough and detailed feedback on the materials in the agreed format and within the agreed time frame
- working methodically with high attention to detail and communicating effectively with various stakeholders, providing constructive feedback within a given brief and suggesting solutions for any problems and/or issues identified
- working constructively with the test development team and other individuals appointed to provide Early Years expertise

4. Venue

4.1 Most activities related to this work will take place at the following STA offices in Coventry or London:

Standards and Testing Agency

Department for Education

Cheylesmore House
5 Quinton Road
Coventry
CV1 2WT

Standards and Testing Agency
Department for Education
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

4.2 In some instances, Early Years Experts may be required to review materials remotely and produce written reports. They will be expected to ensure that the location is secure and the security of test materials is not compromised.

5. REMUNERATION

- 5.1 You will be paid a daily rate of REDACTED for Early Years expert work carried out for STA between 02 September 2019 and 31 January 2022.
- 5.2 Travel, subsistence and reasonable expenses, in line with government regulation will be paid.
- 5.3 Individuals will be taxed at source.
- 5.4 Limited companies will not be taxed at source.
- 5.5 Early Years Experts are responsible for ensuring that they meet their tax obligations.
- 5.6 VAT is not applicable.

6. PAYMENT TERMS

- 6.1 Payment of the fees due will be made on a rolling basis. On completion of any work, an invoice should be submitted for fees and expenses, all original receipts and / or tickets must be attached to the invoice, for audit purposes.
- 6.2 Payment of the fees will be made within 30 days upon receipt of a compliant invoice.
- 6.3 Individuals will need to claim via the STA fees and payments system, which is currently Civica.
- 6.4 Limited companies will claim using purchase orders.

7 EXPENSES

- 7.1 The Early Years Expert shall be entitled to be reimbursed by the Department for expenses. Expenses will be limited to the rates stipulated below and in the supporting documentation. Expenses will only be paid if supported by a valid receipt.
- 7.2 For the avoidance of doubt where stated rates apply these shall be based on the Department's rates at the time of awarding the Contract and shall be fixed for the duration of the Contract.
- 7.3 All travel and accommodation in pursuance of the work covered in this contract will be booked independently by the Early Years Expert whilst adhering to the Department's travel policy.
- 7.4 Travel and accommodation costs will only be payable as actual costs incurred, subject to the Departmental rates shown below.
- 7.5 All Early Years Experts should use economy air class tickets, or an alternative which costs the same or less, with a few exceptions. With prior agreement Early Years Experts with disability or health reasons who are unable to secure suitable facilities in economy class may travel business class. Early Years Experts, who manage to purchase a cheaper business class ticket than an economy ticket for the same journey, may also travel business class (a copy of the price comparisons must be printed off and retained for audit purposes).
- 7.6 Such reasonable travelling and hotel expenses shall be limited as follows and no other out of pocket expenses will be allowable.
- 7.7 Hotel accommodation, bed and breakfast: the Department to reimburse the contractor actual expenditure which shall not exceed the Department's rates of London £110.00 including VAT, elsewhere £75.00 including VAT.
- 7.8 Rail travel: the Department to reimburse the Contractor actual expenditure which shall be restricted to standard class.
- 7.9 Car mileage: the Department to reimburse the Contractor at the Department's "Public Transport Rate" (PTR) of 25 pence per mile.
- 7.10 Taxis: the Department to reimburse the contractor actual costs only where their use can be justified against the public transport.

8 CONFLICT OF INTEREST

- 8.1 Those accepting work as an Early Years Expert for Reception Baseline Assessment will not be able to accept other work on the development of the same assessment, including through third parties such as item writing agencies. This includes, but is not limited to, pre-test marking, item writing and attending test review groups, teacher panels or inclusion panels as a panel member. Where other contracts are currently in place, the Early Years Expert will be able to complete that work, but there may be some limitations as to the meetings they can attend in order to prevent an Early Years Expert from reviewing their own work.

- 8.2 Early Years Experts may not fulfil senior marker roles for the Reception Baseline Assessment.
- 8.3 Early Years experts may undertake other marking roles for the Reception Baseline Assessment but would not be able to perform the expert review of the marker training materials in this instance.
- 8.4 During the term of this Agreement, the Early Years Expert is free to perform services for any other person, firm, company or organisation, provided that the performance of such services does not or is not likely to result in a conflict of interest between the performance of the Services, and the performance of services for the other party or parties. The Early Years Expert must notify the STA immediately if he/she becomes aware of any potential conflict of interest under this clause.

9 CONFIDENTIALITY

- 9.1 All reasonable efforts must be made to protect confidential information in compliance with the Confidentiality clauses contained within this section, the Data Protection Act and the Freedom of Information Act. By signing this contract, the Early Years Expert agrees to abide by all confidentiality requirements set out within this contract.
- 9.2 Anyone dealing with test materials must, at all times, ensure their confidentiality. The contents of any assessment, mark scheme or related materials must not be discussed with any person unless expressly authorised by STA.
- 9.3 Materials may not be copied and a written record of their content must not be made without the express agreement of STA.
- 9.4 Materials being viewed must not be left visible or unattended at any time. Whilst not in use, materials must be securely locked away. Early Years Experts working at STA premises should contact the STA member of staff specified by STA if the Early Years Expert requires assistance to ensure that confidential test material is never left visible or unattended.
- 9.5 Materials must not be transmitted electronically, unless through systems authorised by DfE such as a secure portal or encrypted memory stick, therefore email and text etc. are not permitted means of communication when dealing with test materials.
- 9.6 If any material is, at any time, lost, stolen, or viewed by an unauthorised party, the STA must be contacted immediately. As directed by the STA, all materials should be returned after use. Should anyone involved in test development have reason to believe that confidentiality has been breached they must immediately report their suspicions to their STA contact.
- 9.7 The Early Years Expert will comply with the Data Protection Act and co-operate and aid the STA so as to enable the STA to meet its obligations under Freedom of Information Act.

10 ALLOCATION OF WORK

- 10.1 It is anticipated that Early Years Experts will be required for approximately 60 days over the contractual period between September 2019 – January 2022. However, this is indicative only. There is no minimum number of days associated with this contract.
- 10.2 Timelines for individual assignments will be defined upon commencing each assessment development cycle. Successful contractors will be required to confirm with the contract manager the anticipated number of days to complete each assignment.
- 10.3 Test Development Researchers will try to allow time for Early Years Experts to review materials in order for their comments to be considered in meetings if they are not able to attend all meetings. There is an expectation that Early Years Experts will attend as many meetings as they possibly can.

11 INTELLECTUAL PROPERTY

The ownership of and sole right to copyright and all other proprietary and intellectual property rights, materials, documents or other papers written or prepared by the Early Years Expert in providing the Services shall be vested in and is hereby assigned to the Crown.

12 TERMINATION

This Agreement may be terminated or suspended for any period with immediate effect upon issue of notice in writing and without further obligation of payment, except for payments already paid or due at the date of termination.

13 VARIATION

No variation to or alteration of the terms and conditions of the Agreement shall have effect unless in writing signed by the Curriculum Expert and a duly authorised representative of the STA.

14 USE OF YOUR PERSONAL DATA

STA will hold your contact details for the duration of this contract to alert you of work opportunities related to this contract and to email you to inform you of any other up-and-coming STA procurement opportunities. Your data will not be passed to third parties.

Signed by Early Years Expert:

Signature:	REDACTED
Name and Title (please print):	
Date:	

Signed on behalf of STA:

Signature:	REDACTED
Name and Title (please print):	
Date:	