

The logo graphic consists of a dark teal rectangle with the text 'KENT-TEACH.COM' in white. This rectangle is partially overlaid by a light blue rectangle on its right side and a lime green rectangle on its top and left sides.

**KENT-TEACH.COM**

# **Service Level Agreement (SLA)**

## **Kent-Teach**

## 1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Kent-Teach, part of HR Connect and Customer for the provisioning of the Kent-Teach recruitment platform to sustain the product or service throughout the duration of the contract.

This Agreement will continue unless revised by HR Connect to ensure compliance with legal and commercial developments throughout the duration of the contract.

This Agreement outlines the parameters of all services covered, as understood by all parties and are accepted in accordance with HR Connect General Terms of Sale (which can be found at [www.hrconnect.org.uk](http://www.hrconnect.org.uk)).

Together with the Order and the General Terms of Sale this document provides a binding agreement between both parties.

If it is found that there is an inconsistency between this Agreement and the General Terms of Sale, then detail as defined within this document will take precedence.

## 2. Purpose

The purpose of this Agreement is to ensure that all elements and commitments are in place to provide a consistent service, support and delivery to the Customer by HR Connect.

The objectives of this Agreement are to:

- Define the service / product that the Customer is purchasing
- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

## 3. Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this Agreement:

Service Provider: Kent-Teach, part of HR Connect  
Customer: Customer (“Customer”)

HR Connect reserve the right to support this contract through third party sources where appropriate. System operators employed by HR Connect may be changed by from time to time at its discretion.

## 4. Periodic Review

This Agreement is valid for the term of the contract as outlined in the Order Form and is valid until further notice. This Agreement may be reviewed at a minimum once per financial year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Contents of this Agreement may be amended by HR Connect as required and communicated to all affected parties through publishing on our website.

## 5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### Service To be provided

The following Services are covered by this Agreement:

- Monthly
- Monthly+
- ADHOC

The following services are additional services that are not automatically included in the packages listed above (unless specifically specified within Service Assumptions);

- Academy Trust / Federation Advertising
- Featured and Enhanced Featured Job Listings
- Featured Schools
- Social Media Advertising
- Social Media Campaigns
- Advert Copywriting
- Headteacher / Leadership Adverts
- Microsite Set-Up
- Non-School Job Advertisements

## 6. Customer Responsibilities

Customer responsibilities are to:

- To maintain registered body status with the DBS
- To apply for and maintain e-registered body status with the DBS and attain a Code of Connection
- To maintain Registered Organisation status (if applicable).
- Always adhere to the DBS Code of Practice.
- Maintain complete confidentiality and adhere to General Data Protection Regulations (GDPR).
- Maintain user accounts ensuring correct access controls are maintained and removed when access is no longer required.
- Use the defined processes for raising incidents and service requests.
- If you are purchasing Experian, by accepting this contract you are also agreeing to the Experian End User Terms and Conditions. Your subcontractors and clients are also required to accept the Experian Terms and Conditions prior to accessing the system. Experian Terms and Conditions can be found: <https://www.experian.co.uk/legal-information/terms-and-conditions>
- Respond to requests from HR Connect staff, in relation to a current incident or service request
- Nominate a lead contact with suitable authority to provide liaison between HR Connect and the Customer for matters relating to the service.
- Write their own adverts to be placed on the Kent-Teach website. The Kent-Teach team will be able to copywrite these for Monthly & Monthly+ customers at no extra cost, (limited to a maximum of ten per customer per year) with a fee being applicable for any ADHOC customers that request this service.

- Will provide their own job description and person specification for their adverts.
- Will upload their own vacancies to the Kent-Teach website (exception for Monthly+ customers).
- Will choose to Feature, Enhanced Feature or Feature their school directly on the Kent-Teach website.
- Will contact Kent-Teach via email or telephone to discuss any requests for social media activities or for Kent-Teach to copyright an advert.
- Will provide Kent-Teach with confirmed information for the creation of a Microsite, no later than 5 working days prior to the confirmed advert live date. The minimum information required is:
  - Advert Wording
  - Salary
  - Job Description and Person Specification
  - Confirmed advertising dates
  - Information about the school
  - Information about the local area
  - Any images or video content to be used on the microsite
- Will put in writing any request to upgrade or downgrade an advertising package.
- Customers that wish to place a 'non-school job' advertisement will provide Kent-Teach with all the relevant information to create the advertisement. The minimum information required is:
  - Advert Wording
  - Job Description and Person Specification
  - Confirmed advertising dates
  - Salary

## 7. Service Provider Responsibilities

Service Provider responsibilities and/or requirements in support of this Agreement include:

- HR Connect aims to provide a customer focused, cost effective and high quality of service for the areas of work defined within this SLA
- HR Connect will adhere to the DBS Code of Practice.
- HR Connect will maintain confidentiality and adhere to GDPR.
- HR Connect will advise the Customer of any circumstances that may adversely affect the level of the service being provided
- When a service interruption happens, HR Connect will respond in line with the documented incident management priority levels to restore the service, and will work as required, with 3rd party suppliers to enable this to happen
- Kent-Teach will authorise requests for featured schools within 24 hours (during business hours) of the request being submitted.
- Kent-Teach will respond to requests for copyrighting services within 48 hours (during business hours) of the request being received via email.
- Kent-Teach will create a microsite for a customer and publish this once a customer has placed in writing they have the relevant authority for the microsite to be placed live.
- Kent-Teach will provide customers with at least 48 hours' notice of any scheduled website maintenance that may affect the availability of the Kent-Teach website.
- Kent-Teach will upload vacancies for Monthly+ customers within 48 hours' (during business hours) of receiving these via email, along with a Job Description/Person Specification.
- Kent-Teach will provide customers with feedback and guidance on any adverts sent under the Monthly+ package within 48 hours' (during business hours) of receiving the

advert.

Kent-Teach will automatically remove any application forms from the Kent-Teach website after six months of the close date of an advert in line with our retention schedule.

## 8. Service Assumptions

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

### Monthly:

- Unlimited advertising for all job vacancies
- All adverts will be placed on the Kent-Teach Social Media Channels for the duration of the advert.
- Customers will have access to an extensive database of active job seekers
- Customers will have access to an online application process through their account log in.
- Customers can access a copywriting service for advertisements only, restricted to 10 adverts per year.
- Customers will receive user training via telephone, email and technical support.
- Kent-Teach will build a bespoke microsite for all Headteacher vacancies, following a request from the customer.

### Monthly+:

As the monthly package, with the following additional components:

- All adverts can be sent to the Kent-Teach team to upload on the customers behalf.
- All adverts sent to the Kent-Teach team to be uploaded to the website will be checked before publishing with advice and guidance given to the customer on how these could be improved, if required.
- All adverts will be advertised as an Enhanced Featured Job listing, at no additional charge.

### ADHOC:

- Customers will pay per placement for any adverts they upload to the Kent-Teach website, with each advert being no longer than 4 weeks in length.
- Customers will have access to our job seeker database for the duration of their advert.
- Customers will have access to an online application process via the website log on, for the duration of their advert.
- All adverts will be placed on the Kent-Teach Social Media Channels

## 9. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

**Kent-Teach Website:** Available 24/7, 365 days per year (excluding any planned maintenance

that will be communicated to customers in advance)

**Telephone support:** 9:00 A.M. to 5:00 P.M. Monday – Friday (excluding bank holidays)

**Email support:** Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday (excluding bank holidays)

Emails or telephone calls received outside of office hours will be collected, however no action can be guaranteed until the next working day

## 10. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

Telephone Calls – Within 8 hours of these being received (during normal business hours)

Emails – Within 48 hours of the email being received (during normal business hours)

Featured School Requests – Within 24 hours of the request to feature a school being received (during normal business hours)

Copywriting – Within 48 hours of the advert being received via email (during normal business hours)

Microsites – Within 5 working days of receiving the finalised information to create the microsite.

Social Media Advertising – Within 48 hours of receiving confirmation via email of the agreed budget and confirmation of requirements (during normal business hours).

Non-School Jobs – Within 48 hours of receiving confirmation of the finalised required information via email (during normal business hours).

Monthly+ Advert Uploads – Within 48 hours of receiving confirmation via email from the customer they would like the advert processed (during normal business hours).

## 11. Service Feedback

HR Connect endeavours to make its service the best that it can be at all times.

We therefore encourage and appreciate all FEEDBACK you may wish to present us with, both POSITIVE or Negative.

Where possible, would aim to rectify any problems you incur to a level that meets both our high expectations, although we do recognise that on occasion may not be possible. Please be assured that your feedback will be taken seriously. Often, we will be able to resolve problems face to face or by telephone. If you feel that this is not possible then you can put your feedback in writing by e-mail to:

[info@hrconnect.org.uk](mailto:info@hrconnect.org.uk)

Please cover the following points:

- Your reason for feedback.

- An overview of the feedback and its handling to date.
- Your view on what should happen next.
- The names of any staff involved

When your feedback is received, we will:

- Endeavour to rectify any problems caused within 20 working days.
- Acknowledge your correspondence within 5 working days.

Where we are unable to meet the proposed 20 working day deadline, if for example further investigation is required, we will contact you to inform you of progress of your complaint and agree a completion date with you.

In all instances your feedback will be investigated by a senior member of staff and that person will contact you. We will also ensure that if required additional training and development will be provided to our staff and that lessons are learned from what has happened, to prevent it happening again.

## 12. General Data Protection Rules

Please refer to Annex A attached for data management rules applicable to this contractual agreement.

For the purposes of this agreement the following party will be responsible for adherence to the legislation referred in Annex A

1. **Data Controller: Customer**
2. **Data Processor: HR Connect**
3. **Sub Processor: Evolution Internet Ltd**

## Schedule of Processing, Personal Data and Data Subjects (Annex A)

1. The contact details of the Controller's Data Protection Officer (or representative) are:

[See Order Form]

2. The contact details of the Processor's Data Protection Officer (or representative) are:

Email: [DPO@csltd.org.uk](mailto:DPO@csltd.org.uk)

Post: Data Protection Officer, Commercial Services Group, 1 Abbey Wood Road, Kings Hill, West Malling, ME19 4YT

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

## Data processing details

Processing of the Protected Data by the Processor under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and that HR Connect is the Processor as defined in the Contract.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively provide the service(s) as outlined in the Contract and Service Level Agreement.
Duration of the processing	Processing will take place as for the period defined in the contract.
Nature and purposes of the processing	<p>The purpose of processing is to fulfil HR Connect's obligations in delivering the service(s) outlined in the Contract and Service Level Agreement.</p> <p>HR Connect will provide data processing services including:</p> <ul style="list-style-type: none"> <li>• Hosting the Kent-Teach website (via a third-party provider)</li> <li>• Application maintenance and development</li> <li>• Reporting for the purposes of billing for services provided</li> </ul> <p>In order to facilitate the maintenance, development and investigation of system issues, identified HR Connect technical staff may access data stored within the system database to perform tasks in the interests of the Customer for the purposes of:</p> <ul style="list-style-type: none"> <li>• Data analysis and report generation</li> <li>• Insertion and alteration of data to facilitate Customer requests</li> <li>• Correction of system issues</li> <li>• Extraction of data to facilitate Customer requests</li> <li>• Research facilitating improvements and enhancements to the system</li> </ul> <p>In all cases, only the minimum of data required will be accessed and no data will be altered, inserted, or removed without the express written permission from the Data Controller. All staff accessing the data are trained and vetted in line with HR Connect policy.</p>
Type of Personal Data being Processed	<p>Personal data relating to applicants including:</p> <ul style="list-style-type: none"> <li>• Name, gender, address, address history</li> <li>• Contact details, email address, phone number</li> <li>• National Insurance Number, Criminal Convictions/offences</li> <li>• Employment and educational details</li> <li>• Licenses or permits held</li> <li>• IP address – to track performance of the website via Google Analytics.</li> </ul>



Categories of Data Subject	These will include: Prospective employees of the Customer, Employees / those undertaking work on behalf of the Customer.
Specific processing instructions for Sub-processor	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	In line with the contract, at the written direction of the Controller, unless a copy is specifically required to be retained by the Processor for audit or compliance purposes in performance of its obligations for up to six (6) years, the Processor will delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data

### Sub-processors authorised

HR Connect utilise the following Sub-Processor(s):

- Evolution Internet

### Technical and organisational security measures

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.