

Caerphilly County Borough Council

Legal & Democratic Services



Service Level Agreement

Secondary Schools

2021/2022

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DEFINITION OF SERVICES

General

This Agreement covers the provision by the Council to the School of a comprehensive legal service.

Without prejudice to the generality of this statement, this includes the functions set out under the heading "GENERAL DESCRIPTION OF SERVICES" up to the issuing of proceedings by the Council or proceedings being issued against the School.

The Parties to this Document agree that the Services included in the "GENERAL DESCRIPTION OF SERVICES" illustrate the overall services provided by the Council and agree that the School will not necessarily require or call upon all of the listed services from the Council.

This service level agreement allows schools to access the Council's legal service team, which includes 10 solicitors and 3 legal executives.

Specialist Services

This includes all aspects of the day-to-day working of a Local Authority, but there will obviously be certain aspects, which are of a specialised nature, which cannot effectively or economically be dealt with in house. In these circumstances it will be necessary to engage outside advice the nature and cost of which will be discussed with the School in advance of instructions being given.

Counsel

In certain cases the instruction of Counsel will be either desirable or obligatory. The Council will advise the School of this and will in advance discuss the selection and funding of those instructions.

Corporate Decisions

The provision of services under the terms of this Agreement may be affected by the constraints or decisions of the Council as a corporate body, or by the obligations imposed upon the Monitoring Officer by statute. In such circumstances, the parties accept that the Council may be unable to fulfil all or some of the terms of this Agreement and in those circumstances the Council will discuss alternative measures for the fulfilment of the School's requirements.

While the Council will normally only act on the School's behalf after receiving instructions from the School, given the corporate nature of the Council's activities, reserves the right as the Council's Legal Adviser, to take steps on behalf of the School without first seeking formal instructions or in contradiction to some instructions. Any such action will soon, as practicable be identified to the School to agree a future course of action for that particular matter.

General Description of Services

- Parents and pupils – discipline of pupils, access to premises, liability for disclosure of pupil's information, exemption from school activities, matrimonial disputes, loss and damage to property, assaults, liability of teachers on school trips etc., advice in relation to disability discrimination, claims arising from Special Educational Needs Tribunal for Wales, harassment of school staff, exclusion appeals.
- Contractual – claims for defective goods, hire agreements for photocopiers etc. trips arranged through the school; reviews and general advice in relation to existing contractual arrangements.
- Property matters – if not handled centrally, including advice in relation to issues arising from adjoining properties, such as access and repair.
- Use of materials – copyright, patent and design, music and theatrical performances.
- Scope of County Council's insurance cover, indemnity requests, exclusion of liability, school trips, PTA activities.
- Advice on licensing law, e.g. running school raffles.
- Advice on responsibilities when industrial action is taken.
- Legal representation whenever the school is involved in inquests, courts, tribunals, submission of Court reports.
- Advice in relation to whistleblowing claims.
- Advice and support in relation to issues, such as health and safety and complaints.

CHARGES

The Services will be charged to the School on an annual fee basis, as may be agreed between the parties, there will be no annual review in line with the Retail Price Index. This will cover the work covered in the general description.

Where the matter is complex and significant expenditure will be incurred or outside the description of the service, the following are the hourly rates to be charged by Legal Services under the terms of this Service Level Agreement. The figures are based upon the guideline hourly rates published on the website of the Judiciary of England & Wales. These hourly rates may be subject to annual review.

NATIONAL 2 RATE	HOURLY RATE (£)
Band A	201.00
Band B	177.00
Band C	146.00
Band D	111.00

National 2 Rate relates to the South & West Wales locality

Key to costing grades:

- A. Solicitors, over 8 years qualified experience
- B. Solicitors or Legal Executives, over 4 years qualified experience
- C. Other Qualified Solicitors or Legal Executives
- D. Trainee solicitors, paralegals or equivalent.

NOTE: "Legal Executive means a **Fellow** of the Institute of Legal Executives.

QUALITY STANDARDS AND PERFORMANCE CRITERIA

Timescales

The Council will deal with all matters on behalf of the school in an expeditious manner taking into account the nature of the matter and current corporate priorities.

Where a statutory or mandatory timescale applies, the Council will deal with all matters on behalf of the School in compliance with such timescale except where prevented from doing so by matters outside the control or influence of the Council.

The School, may if it so requires, specify and agree with the Council that a matter shall be dealt with within a specific timescale of in a particular manner, and the Council will make every endeavour to comply with that agreed timescale or that agreed manner.

Performance

The Council will ensure that work performed on behalf of the School is monitored so as to:-

- ensure that the Service is of an acceptable standard;
- ensure that time is not unnecessarily spent on the School's matters.

The Council will ensure that the Service is of a sufficient standard in terms of quality and effectiveness and will ensure that any budgetary or time constraints agreed with the School for any particular matter or project are complied with.

The Council, will where this is agreed with the School to be necessary, attend a preliminary meeting at which a case plan will be agreed with the School. Any case plan so agreed shall include matters relating to timescale or strategy, and shall be recorded in writing by the Council and copied to the School.

The Council will in such cases (and only in such cases) as may be agreed between the parties to this Agreement provide a written or verbal report to the School on case progress at

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such intervals as may be agreed for any particular matter and the Council will ensure that his file will record such report or reports.

The School will be charged costs in accordance with this Agreement, that is, on an annual fee excepting where the matter is of a complex nature or outside the general description of the service.

The school will make provision in the School's Estimates for the current financial year in accordance with the Council's normal estimating and recharging process and will be assumed by the Council to have made a financial provision for the estimated cost of the Services as agreed between the parties to this Agreement, and detailed in the page entitled SERVICE LEVEL AGREEMENT appended to this Agreement. The financial provision is based upon the apportionment of time provided by the Council and relating to the preceding financial year to this Agreement, which APPORTIONMENT OF TIME is appended to this Agreement.

The Council will secure checks to ensure standards are maintained and that all fee earners are dealing with their files properly.

Accordingly, quality audits are carried out regularly involving all fee earners. The file is checked to see that the standards have been adhered to and that the file is up to date. A short report is then completed on each file, so a complete picture is built up of the overall quality of service being provided by the fee earner and that the Department is adhering to the School care procedures agreed with the Schools in any Service Level Agreement.

The type of matters that will be checked on a quality audit are as follows, although the list is not exhaustive.

- i) Has an acknowledgement of instructions letter been sent to the School?

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- ii) Have the necessary courtesy letters been sent to the School and has the School been kept up to date with the progress of the matter?
- iii) Is there any unanswered correspondence on the file and is it being dealt with quickly?
- iv) Is the correspondence written in succinct plain language with no typing errors?
- v) If the file is concluded, has a costing been prepared?
- vi) Has there been a delay in progressing the matter generally, where the explanation is not convincing?
- vii) Is it clear from the file that the issues in the case have been properly identified and pursued?

The Council will at the end of any matter report to the School, whether verbally or in writing the outcome of that particular matter and will notify such other parties as are affected by that matter, as may be agreed between the School and the Council.

The School will ensure that any matter affecting the instructions to the Council, or affecting or potentially affecting the conduct of the matter, is notified forthwith to the Council.

Response Times:

- (a) The Council will acknowledge in writing all instructions within five working days, at the same time, notifying the School of:
 - the case officer
 - the case reference
 - any deficiencies in the instructions

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- (b) For urgent matters, the procedure in (a) above will be followed, except that the Council will verbally acknowledge receipt of the instructions and advise the name of the case officer, whether that has not already been done in initial contact to communicate urgent instructions.

- (c) Correspondence will be acknowledged within seven working days, with a substantive reply within fifteen working days, except where the exigencies of the case require an urgent response.

- (d) The School will receive copies of all substantive correspondence – both letters sent and received.

- (e) Telephone calls from the school will be returned the same day, if at all possible.

- (f) Letters will be written in plain and succinct language.

- (g) Appointments to be given to the School's officers without any undue delay.

- (h) A progress report is to be given to the School at least every two months, where there is no activity on the file during that period.

CONSEQUENCES OF NON-PERFORMANCE

Where the failure of the Council to perform in accordance with this Agreement leads to loss to the School, then the Council will make good that loss, in particular by meeting such financial penalties that the school shall be subject to as a result of such failure.

SCHOOL RESPONSIBILITIES

It is the responsibility of the School to provide all necessary information and documentation to enable the Services detailed in this Agreement to be provided as agreed.

Instructions

The School will ensure that the Council receives full and timely instructions to deal with any matter on the School's behalf and will discuss with the Council the form of these instructions so that the Council is properly instructed. The Parties will agree a form of instructions acceptable to both the School and the Council.

The School will ensure that any matter affecting the instructions to the Council, or affecting or potentially affecting the conduct of the matter, is notified forthwith to the Council.

Any specific arrangement in respect of the information and documentation is contained in the Special Conditions to this Agreement.

VARIATION AND TERMINATION

- (a) This Agreement may be varied at any time by the mutual agreement of both parties.
- (b) In the event that the Council fails in the School's opinion to perform in accordance with the terms of this agreement the School shall detail the failure in writing to the Council and the Council will make every endeavour to remedy the breach. If the breach is not remedied and is fundamental to the provision of services the School may upon giving two month's notice to the Council terminate the provisions of this Agreement.

Any arbitration provision contained in this Agreement applies to the effect of this Clause.

DISPUTES PROCEDURE

In the event that the Council fails in the School's opinion to perform in accordance with the terms of this Agreement the School shall detail the failure in writing to the Council. The Council will use every endeavour to remedy the breach, but if the breach is not remedied, or not accepted by the Council as a breach, then the dispute shall be referred to a mutually agreed arbitrator to determine whether the failure exists, and to recommend such remedial action as may be appropriate.

Any formal contract under the terms of this part of this Agreement shall be between the Head of Service of the Council and the School.