

# **LANCASHIRE COUNTY COUNCIL**

## **SERVICE LEVEL AGREEMENT**

1 April 2020 to 31 March 2021

### **LEGAL ADVICE SERVICE TO SCHOOLS AND ACADEMIES**

#### **SUMMARY**

Here at Lancashire Legal and Democratic Services we believe in providing a high quality legal services that meets your individual needs. We are a professional and experienced team who have been servicing local schools (including academies since their introduction) since 2000.

We have considerable experience of providing specialist legal advice and support to schools and academies. Our Local Authority background provides us with a unique insight into the needs of schools, and enables us to provide a range of tailored and innovative services to meet individual needs and requirements.

We are dedicated to providing high quality, timely and accurate advice to enable schools and academies to carry out their day-to-day responsibilities effectively. The Council recognises the importance of customer care and consistently strives to ensure that its service delivery reflects this.

The purpose of this 'Legal Advice Service to schools and academies: Service Level Agreement' ("SLA") is to clarify the responsibilities of the school, the academy and Lancashire County Council Legal and Democratic Service and to establish terms and conditions under which this SLA is to be delivered.

This SLA is between the school/academy and the Council on a rolling annual contract and the same level of service will continue to be provided unless the school/academy terminates by giving the Council the required written notice.

The purpose of this SLA is to specify the level, frequency and cost of the legal advice services which shall be provided by the Council to the school/academy.

## 1. PARTIES

This Legal Advice Service to schools and academies: Service Level Agreement ("SLA") is made between the:

- 1.1 Company for the academy trust or the Governing Body for a school (as applicable) both denoted by the term **"the School"** unless expressly stated otherwise with the terms "school" and "academy/academies"; and
- 1.2 Lancashire County Council, Legal and Democratic Services donated by the term **"the Council"**.

## 2. SERVICES

- 2.1 The Council will provide legal advice and assistance to the School as and when required in accordance with this clause 2 and clause 3 below ("Services").
- 2.2 Examples of advice areas of the Services provided by the Council to the School are listed in Schedule 1. The Services do not include the advice areas listed at Schedule 2.
- 2.3 Where the Council and the School agree that the Council will provide legal advice for areas listed in Schedule 2 or areas not covered by the Services under this SLA ("Additional Services"), the School shall be invoiced separately and on a different cost basis to the Services.
- 2.4 The basis for costs for the Services and Additional Services are set out in clause 6 and Schedule 3 below.

## 3. SERVICE STANDARDS

- 3.1 The Council will provide the Services to the School and shall exercise all reasonable skill, care and diligence in the performance of those Services.
- 3.2 The Services to be provided by the Council shall meet the following criteria:-
  - 3.1.1 The Council will provide the School with the Services that is appropriate, reliable and responsive and value for money. The Council shall ensure that time is not unnecessarily spent on the Services to be provided to the School.
  - 3.1.2 The Council shall ensure that the Services will be provided by one of the Council's school lawyers with appropriate expertise and experience unless it is considered that the matter should be dealt with by another member of the Council's staff. In the event that it is proposed that conduct of a matter should be transferred, written confirmation of this fact will be given to the School.

3.1.3 The Council's school lawyer assigned to your instructions will be available to be contacted by letter, telephone call or e-mail during normal office hours throughout the year. However, there may be certain limited occasions when none of the Council school lawyers are available. In the event that those lawyers are unavailable legal advice will be provided by alternative lawyers within the Council.

3.1.4 In the unlikely event that the nature of a matter dictates that there may be a limit on the Council's ability or willingness to act on behalf of the School, a full and specific explanation of this will be provided in writing.

3.1.5 If it is considered by the Council that a conflict exists between the interests of the School and those of the Council, the Council will be unable to accept instructions on behalf of the School. In those circumstances the School will be provided with a full written explanation and also such recommendation as to how it should proceed so far as is professionally appropriate.

3.1.6 If it is considered by the Council that a conflict exists between the interests of a school and an academy, the Council will be unable to accept instructions on behalf of either party. In those circumstances each party will have to seek independent legal advice elsewhere, and the cost of such advice will not be met by the Council.

3.1.7 The Services provided under this Agreement shall be carried out in accordance with any applicable codes of professional conduct for that profession - i.e. the Employed Solicitors Code, the Employed Barristers Code and the ILEX Code of Conduct.

#### **4. SCHOOL INSTRUCTIONS**

4.1 The School will make every reasonable endeavour to ensure that full, clear, accurate and prompt instructions are given to the Council in order that the Council can supply the Services to the service standard stated in this Agreement.

4.2 The School is required to provide written instructions in every case, so far as possible and any advice given and action taken shall be confirmed in writing. However, initial or urgent telephone advice may be sought if it is apparent that the instruction can be quickly resolved by means of telephone call(s). The provision of initial or urgent advice by telephone does not necessarily preclude the need for written instructions.

4.3 The School shall keep the Council informed of any developments relating to instructions given and shall comply with any request from the Council for further information within a reasonable specified timescale.

4.4 The Council reserves the right to refuse instructions if it is clear on the face of the instructions that no legal expertise is required.

## **5. TIMESCALES**

- 5.1 The Council shall deal with all matters expeditiously on behalf of the School, taking into account the nature of the matter, the service priorities and any relevant judicial protocols.
- 5.2 The Council shall provide the School with an update report at least every 3 months if appropriate or at such other interval as may be agreed.
- 5.3 In the case where instructions by its nature is urgent, the Council will deal with the matter within any timescale imposed by a third party (e.g. a time period prescribed by a court) and/or such timescale as shall be agreed between the Council and the School and in such a manner as to protect the School's position.

## **6. CHARGES**

- 6.1 The cost of the Services shall be recovered from the School through an annual subscription charge at the commencement of the SLA. If for any reason the School no longer requires the Services partway through the year, the School will not be entitled to receive a refund. VAT will be charged, as applicable, at the prevailing rate.
- 6.2 Where the Council and the School agree that the Council will provide Additional Services, the School shall be invoiced separately and on a different cost basis to the Services.
- 6.3 The basis for costs for the Services and Additional Services are set out in Schedule 3.
- 6.4 The Council will only instruct counsel with the School's prior consent.
- 6.5 The School shall be responsible for counsel's fees and all other fees/costs/disbursements including (but not limited to) court fees and expenses, costs of instructing expert witnesses (including medical fees). In the event that an additional fee may be required (court issue fees, Barrister's fees etc.) no such fees shall be incurred without first confirming the School's agreement.

## **7. DURATION AND VARIATION**

- 7.1 The operation of this SLA is based on a 12 month rolling contract, 1 April to 31 March. The actual and projected level of the Services and the annual subscription rate shall be reviewed annually. The School will be notified of any revision to the SLA costs.
- 7.2 Any variation of this SLA shall only be effective if agreed in writing between the parties. Where the School wishes to opt out of the annual rolling contract, the School must notify the Council by 31 December of the preceding financial year.

## **8. ACADEMY CONVERSIONS**

- 8.1 Where a school converts to academy status part way through the SLA's 12 month term, the school will not be entitled to receive a refund as the operation of the SLA is on a 12-month rolling contract. The academy will be able to take benefit of the existing SLA, as applicable for academies only (Schedule 2 areas of advice not provided), for the remainder of the SLAs term.
- 8.2 Where a school converts to an academy status after 31 December but before 31 March and the academy chooses not to buy in from the 1 April, the academy will no later than 14 days of becoming an academy inform the Council in writing using the Council's Legal School mailbox, detailed at clause 8 below. Failure to do so, will automatically sign the academy into the new financial year 12 month contract.
- 8.3 As the structure of the costs is based on pupil numbers a school forming part of a trust or multi-academy trust should contact the Council to agree fees on an individual basis.

## **9. CONTACT & CUSTOMER CARE**

**Council's Legal School helpline:** (01772) 530849 / 530569

**Council's Legal School mailbox:** [education.legaladvice@lancashire.gov.uk](mailto:education.legaladvice@lancashire.gov.uk)

**Council's Legal School address:**

Lancashire County Council  
Legal and Democratic Services  
PO Box 78  
County Hall  
Preston  
PR1 8XJ

**FOR CUSTOMER CARE ISSUES:**

If the School is concerned about any aspect of the Service provided by the Council, the Headteacher should contact the lawyer who is dealing with the matter in the first instance. If the matter is not then resolved to the School's satisfaction then the School should contact the Director of Corporate Services.

Director of Corporate Services  
Laura Sales  
Lancashire County Council  
Legal and Democratic Services  
PO Box 78  
County Hall  
Preston  
PR1 8XJ  
E-mail – [Laura.Sales@lancashire.gov.uk](mailto:Laura.Sales@lancashire.gov.uk)

## SCHEDULE ONE

### Examples of areas of advice falling under Services

**Subject to Schedule 2, below is a non-exhaustive list of advice areas that may fall under Services included in this SLA to a School:**

Advice in relation to:

- Contract / leasing disputes in respect of goods and services;
- Educational visits (in conjunction with the Educational visits team);
- Health and safety (in conjunction with the Health and Safety advisor at school);
- Behaviour / bullying / exclusion issues;
- Discrimination & Human Rights issues;
- Parent Issues;
- Family law matters;
- land/premises disputes;
- Data Protection / Freedom of Information;
- Admissions
- Attendance;
- School transport;
- Alternative provision/ day 6 responsibilities/Directing education of site;
- SEND;
- Managing pupils medical needs;
- Debt recovery;
- Governance Issues;
- Safeguarding;
- Managing press/publicity (in conjunction with the Communications team);
- Complaints procedures;
- Social media issues;
- licences to occupy;
- Trespassers;
- Licensing;
- Issues relating to the preparation of court reports/statements;
- School site management issues.

## **SCHEDULE TWO**

### **A School**

**Advice areas which are not included in the Services covered for the School include:**

- advice and assistance in relation to the formation of companies;
- the provision of community facilities;
- the constitution and management of Children's Centres;
- advice in respect of the conversion to academy or free school process;
- transfer or leasing of land or any other specialised or complex work that may arise.

The Services do not include the provision of training or an out-of-hours advice service.

### **An academy**

**In addition to the list above, further advice areas which are not included in the Services for academies include:**

- the formation and administration of companies (including the Company for the academy trust);
- matters involving the Funding Agreement, and any disputes between the Company for the academy trust and the Secretary of State in respect of the terms or amendment of the Agreement;
- issues relating to the pay and conditions of staff;
- issues in respect of the Teachers Pension Scheme;
- advice in respect of school admissions;
- VAT matters;
- payroll;
- the provision of community facilities;
- any other specialised or complex work that may arise.

## SCHEDULE THREE

### 1. Services

1.1 Below is the cost structure for the School for the Services:

Schools of up to 106 pupils	£ 300
Schools with 107-210 pupils	£ 450
Schools with 211-420 pupils	£ 550
Schools with 421-600 pupils	£ 700
Schools with 601-1000 pupils	£ 750
Schools with over 1000 pupils	£ 800

1.2 A school forming part of a trust/multi-academy trust should contact the Council to agree costs on an individual basis.

### 2. Additional Services

2.2 Below is the fee structure for the School for Additional Services:

The Council officer dealing with the matter	£ hourly rate (TBC on each instruction)
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2.3 The Council will invoice the School for Additional Services, at the hourly rate of the Council officer dealing with the instruction as and when such Additional Services are provided. Such invoices (or equivalent journal transfer) shall be paid by the School within 28 days.