

Human Resources Service Level Agreement

Date of this Agreement:

Parties

- (1) **The Council of the City of Coventry** of Coventry City Council, PO Box 15, Council House, Coventry, CV1 5RR ('Council').
- (2) **[XXX name of school]** of [XXX address of school] ('School').

The parties agree as follows:

1. The School hereby appoints the Council to provide the Services. The Council accepts its appointment.
2. The Council's appointment shall be on the terms of this Agreement.
3. This Agreement shall be interpreted according to English law. Subject to anything in this Agreement regarding the resolution of disputes, the parties shall submit to the exclusive jurisdiction of the English courts.

SIGNED AS AN AGREEMENT on the date indicated above by the parties named below in the presence of their respective witnesses:

	School	Council
Signature	X	X
Date of signature		
Name of signatory (please print)		
Title or role of signatory (please print)		

Schedule 1 - Terms

1. **Service provision:** The Council shall provide the Services as follows:
 - (a) According to the specification described in Schedule 2.
 - (b) With reasonable skill and care.
2. **Annual Subscription Fee (for maintained and academies) – amounts:** The following shall apply to the Annual Subscription Fee:
 - (a) **First year:** The Annual Subscription Fee for the first Subscription Year shall be as set out in schedule 2 point 5.
 - (b) **Later years:** The Annual Subscription Fee for each later Subscription Year shall be that amount communicated by the Council to the School at least 6 weeks before the commencement of that Subscription Year.
 - (c) **If unpaid:** The Council will not be required to provide any Services in relation to a particular Subscription Year if the School has not fully paid the Annual Subscription Fee that applies to that Subscription Year.
3. **Cooperation:** The Council's provision of any part of the Services from time to time shall be subject to the School's proper and timely cooperation with any reasonable request of the Council for information or access to documents or personnel to enable the Council to provide the School with that part of the Services.
4. **Issues outside the Council's reasonable control:** The Council shall not be liable to the School for failure to provide any of the Services due to matters genuinely outside the Council's reasonable control.
5. **Duration:** The duration of this Agreement is as follows:
 - (a) It shall commence on the day when the Annual Subscription Fee for the first Subscription Year is received by the Council.
 - (b) It shall end on the effective cancellation date (see clause 10).
6. **Intellectual Property:** The following shall apply to Intellectual Property:
 - (a) Each party shall continue to own its own separately developed Intellectual Property. The other party shall acquire no right or interest in that Intellectual Property except to the extent clearly indicated in this Agreement or as otherwise agreed between the parties in writing.
 - (b) All Intellectual Property arising from the provision of the Services shall belong to the Council.
 - (c) The Council shall grant the School a perpetual, royalty-free, non-exclusive, worldwide licence (capable of being assigned or sub-licenced with the Council's written consent, not to be unreasonably withheld) to use the arising Intellectual Property referred to in paragraph (b) (and to use any background Intellectual Property of the Council on which that arising Intellectual Property depends) solely for the legitimate internal purposes of the School to enable it to enjoy the benefits of the Services.
7. **Data protection:** The Council shall observe the obligations referred to in Schedule 3 in relation to any School Personal Data in its possession or control for purposes connected with this Agreement.
8. **Insurance:** The Council shall at all times whilst it is providing any Services have in place professional indemnity insurance cover which is appropriate to the Services, with a required minimum level of cover of £1,000,000.
9. **Liability:** Subject always to any restrictions under the Law on the right of a party to cap or exclude its liability, the caps and exclusions of liability of each party to the other party in connection with this Agreement (whether arising in tort, contract, under statute or otherwise) shall be as follows (to the fullest extent permitted by Law):
 - (a) **Liability of the School to the Council:** capped to payment of the Annual Subscription Fee.
 - (b) **Liability of the Council to the School:** capped at £1,000,000 per Subscription Year.

- (c) **Exclusion where advice not followed:** regardless of paragraph (b), the Council excludes all liability to the School in relation to any advice given by the Council to the School in connection with the Services to the extent the School fails to follow that advice as given by the Council in a full, proper, lawful and punctual manner.
 - (d) **Liability of either party to anyone else other than the other party:** fully excluded.
 - (e) **Liability of either party to the other in any case:** each party excludes (to the fullest extent permitted by Law) its liability to any person in connection with this Agreement for indirect or consequential Losses of that person, including without limitation, that person's loss of actual or anticipated profits, loss of revenue, loss of opportunity or business, loss of anticipated savings, and/or loss of reputation or goodwill.
10. **Cancellation:** Either party may cancel this Agreement at any time subject to the following:
- (a) The party wishing to cancel shall do so by giving the other party a written notice (strictly according to clause 0) indicating the cancellation of this Agreement.
 - (b) The effective date of cancellation shall be 8 months after the date on which the notice is given, or such later date indicated in the notice.
11. **Consequences of cancellation:** On the effective date on which this Agreement is cancelled, all rights and obligations of the parties in connection with this Agreement shall immediately end except the following:
- (a) Each party ('X') shall return to the other party ('Y') any property of Y which X holds or controls at the time for purposes mainly connected with this Agreement.
 - (b) All rights, liabilities and obligations which had arisen or accrued before cancellation, including any interest accruing on any such liabilities.
 - (c) All other rights and obligations under this Agreement which are indicated (or clearly implied) to continue after cancellation. These shall continue until they expire, are carried out or indefinitely, as relevant according to the nature of the right or obligation.
12. **Refunds on cancellation:** The following apply to refunds of the Annual Subscription Fee if this Agreement is cancelled:
1. If this Agreement is cancelled by the School and the effective cancellation date occurs part-way through a particular Subscription Year, the Council shall be entitled to retain a non-refundable cancellation fee equivalent to 8 months' notice.
 2. The Council shall refund to the School the unused portion of the Annual Subscription (no later than) the unexpired portion of the Subscription Fee (pro-rated on a daily basis and if any having regard to the Council's right to a cancellation fee described in paragraph 1) pro-rated on a daily basis according to the number of days remaining from the effective cancellation date until the end of that particular Subscription Year.
 3. The due date for the refund described in paragraph 2 (if any) shall be 30 days after the effective cancellation date.
13. **Implied warranties:** All warranties implied by Law in connection with this Agreement are excluded to the fullest extent permitted by Law.
14. **Entire agreement:** This Agreement represents the entire agreement between the parties on its subject matter. It fully extinguishes all existing agreements and understandings between the parties on that subject matter. All statements, warranties, representations, opinions or predictions of the future made by the respective parties in relation to this Agreement are excluded from this Agreement except to the extent they are expressly repeated in this Agreement. This shall not be read to limit or exclude a party's liability for fraudulent misrepresentation.
15. **Third party rights:** All rights under this Agreement of persons who are not parties to this Agreement under the Contracts (Rights of Third Parties) Act 1999 are excluded to the fullest extent permitted by Law.

- 16. Notices:** Notices to be given under this Agreement must strictly comply with the following to be valid:
- (a) If given to the School, it must be marked to the attention of the Head Teacher or equivalent.
 - (b) If given to the Council, it must be marked to the attention of the Senior HR Manager
 - (c) It must be given in at least one of the following ways:
 - (i) By hand to the person whose attention it is marked, in which case the notice is given on the date it is delivered by hand.
 - (ii) By registered first class mail or pre-paid courier to the recipient's last known address of business or registered office, in which case it shall be deemed to have been given 2 business days after the reasonably evidenced date of dispatch.
 - (iii) By email to the recipient's last known email address, in which case it shall be deemed to be given on the successful transmission of the last page, except that if that is not on a business day between 9.00am and 5.00pm, it shall be deemed to be given at 9.00am on the next business day.
- 17. Assignment:** Neither party may assign its rights and benefits under this Agreement without the other party's prior written consent, not to be unreasonably withheld, delayed or subject to unreasonable conditions.
- 18. Amendment:** This Agreement may only be amended by written agreement between the parties (authorised by a representative of each party with appropriate seniority and authority) where it is expressly intended to amend this Agreement.
- 19. Waivers:** A party shall only be bound by waiver of a right or power it otherwise has under or in connection with this Agreement if the waiver is in writing, authorised by an a representative of that party with appropriate seniority and authority and is clearly indicated to be a waiver of the relevant right or power.
- 20. Interpretation:** Except to the extent the context otherwise requires, this Agreement shall be interpreted as follows:
- (a) Reference to any party is a reference to a party to this Agreement, and includes reference to that party's successors in title and permitted assignees.
 - (b) Reference to one gender refers to all genders; reference to the singular includes the plural and vice versa; reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity.
 - (c) If a word or phrase is defined in this Agreement, its other grammatical forms have a corresponding meaning.
 - (d) Reference to any statute, code or the like includes reference to any which amends, replacing, modifying or consolidating statute, code or the like on substantially similar subject matter.
 - (e) Use of the expression 'in writing' (or a similar word) includes (but is not limited to) a facsimile and e-mail.
 - (f) Use of the word 'including' (or a similar word) at the commencement of a list to illustrate a particular concept is deemed not to limit or restrict that concept in any way.

21. DEFINITIONS

- 22.** The following words and expressions shall be given the meaning ascribed to them respectively below, except to the extent the context otherwise requires:

Defined term	Definition
Annual Subscription Fee	The charges payable from time to time by the School to the Council according to this Agreement, particularly clause 2.
Data Protection Legislation	<p>The Data Protection Act 1998 (DPA), as amended, replaced or superseded from time to time, including by the General Data Protection Regulation (GDPR) unless and until the GDPR is no longer directly applicable in the UK. This definition includes any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the DPA, and all guidance, standards and codes of practice published by the Information Commissioner's Office, or any replacement body, which relate to data protection.</p> <p>Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Data Protection Officer take the meaning given in the Data Protection Legislation.</p>
Intellectual Property	Copyright, trademarks (whether registered or otherwise), service marks (whether registered or otherwise), patents, design rights (whether capable of registration or otherwise), registered designs, domain names, know how rights, rights in relation to databases, trade secrets, rights to sue for passing off, Confidential Information, and all other relevant intellectual property rights as ordinarily recognised as such throughout and in any parts of the world, and in relation to the items so listed in this definition, all registrations, pending registrations, reversions, extensions and renewals of such rights.
Law	Any statute, regulation or other subordinate legislation, directive or other European instrument, industry code of conduct, treaty, judgement or other court order, rule of common law or equity, guidance or the like issued by authorised government bodies (whether legally binding or not), or anything else having a legally binding effect on the respective activities connected with this Agreement of either or both of the parties (as the context requires).
Losses	All losses, damages, costs, charges and expenses incurred by the relevant party in the relevant circumstances to which the context refers, whether in tort, contract, by Law or otherwise including, where relevant, third party claims, liabilities, demands, proceedings, interest, penalties and fines, damage to property, death or personal injury, and full legal costs charged on a solicitor-client basis, but does not include losses listed in clause (e).
School Personal Data	Personal data in relation to which the School is the Controller which comes into the possession or control of the Council (as Processor) from time to time in connection with this Agreement.
Services	The services described in more detail in the specification in the Schedule 2.
Subscription Year	Each year of this Agreement commencing on the commencement date indicated in clause (a) or on each anniversary of that date, as relevant.

Schedule 2: Service specification

1. INTRODUCTION

1.1 Contact List

Name	Title	Phone Number	E-Mail Address
Grace Haynes	Head of HR	024	Grace.Haynes@coventry.gov.uk
Sarah Lal	Senior HR Manager	024	Sarah.lal@coventry.gov.uk
Sue Gray	Senior HR Advisor	024	Susan.gray@coventry.gov.uk
Joanne Holding	Senior HR Advisor	024	Joanne.holding@coventry.gov.uk
Nicole Firth	Triage Advisor	024	Nicole.firth@coventry.gov.uk
Sandy Kinney	Employment Policy	024	
Wilma Green	Reporting Advisor	024	

1.2 Commencement Date & Duration of Agreement

Commencing 1st April 2019 to 31st March 2020

2. PURPOSE AND OBJECTIVES

The Human Resources (HR) service is committed to providing a high quality responsive professional support and advice service to schools. We will provide comprehensive and clear advice when dealing with complex and challenging issues relating to all school employees.

In addition, we will provide employment law and employee relations casework training to all levels of employees within the school including Governors.

All development offered can be tailored to meet the individual needs of your school to enable you to make the right decision.

We fully understand the challenges faced in education today and are fully committed to working in partnership with your school to: -

- Enable you to make the right decision
- Ensure the best possible outcomes for pupils
- Facilitate business improvements
- Provide a service that is excellent value for money
- Deliver effective solutions by collaborating with internal stakeholders such as Legal, Payroll, Education and Skills team and the Trade Unions.

3. SCOPE OF THE WORK

3.1 How HR is structured

This Service Level Agreement (SLA) offers the complete HR service to schools and includes the following but is not exhausted to: -

- HR advisory and support service
- HR employment law updates
- Employee relations and Trades Union (TU) negotiation
- Policy and procedure reviews
- TUPE & change management (including Job Evaluation)
- HR training on employment law/staff issues
- Teachers pay and conditions guidance
- Equality and diversity guidance

3.2 What our service includes

Industrial Relations and Organisation Review

- Guidance provided of the HR Handbook on legislation and practice relating to redeployment/redundancy, Trade Union consultation, disputes, industrial relations and organisational change.
- Updates provided on a regular basis via revised HR policies and procedures.
- School termly HR Newsletter via the Coventry Learning Gateway.
- Written notification to the Trade Unions and Department for Education on any required information under the relevant legislation

- Advice on implementation of Industrial Relations Agreement between the school and recognised Trade Unions contained within the HR Handbook/Coventry Learning Gateway
- Assistance and advice on Head Teacher's proposed objectives.
- Advice on implications of change proposed changes to staff terms and condition of service, agreements relating to redeployment/redundancy.
- Advice and involvement with Trade Union consultation.
- Assistance with delivery/presentation to staff, Trade Unions, senior management teams and governors.
 - Support to staff and managing potential redeployment opportunities.
 - Management and administration of early retirements/ redundancy/redeployment.
- Specialist support for working parties.

Outline of Redeployment Activities

- HR Support for Head Teachers and School Governors dealing with restructuring issues.
- Provide Head Teachers and/or School Governors statistical information from Payroll records.
- Support the Head Teacher to undertake Trade Union consultation
- Assist in determining the criteria for nominating redeployees.
- Issuing the associated documentation to redeployees.
- HR Advisor/Triage Advisor will be assigned to the redeployee to secure suitable alternative employment if available.

Grading and Pay Structure

- Regular update of grading and salary information in respect of relevant National and Local pay structures and statutory requirements and guidance on implementation.
- Standard payroll assimilation to revised pay structures.
- Information on the Department for Education's (DfE) requirements in respect of a whole school pay policy.
- Guidance on the application of pay agreements and Governors' discretion on such matters.
- Attendance at Governors' sub-committee to give advice on individual teach salary matters.
- Advice on the development and implementation of a whole school pay policy and provision for regular review.
- Advice on appropriate salary grading's, criteria and equal pay implications, plus Job Evaluation (JE)
- Support in respect of Trade Union and staff consultation.

- Assistance with re-grading claims including attendance at grievance hearings as necessary.
- Specialist support for working parties developing pay policy guidance for schools.
- Assist with information salary comparisons as required.
- Full JE service to assess and evaluate jobs in accordance with the City Council's job evaluation scheme.

Conditions of Service

- Regular updates to the online "HR Handbook" found on the Coventry Learning Gateway and guidance notes issued as required when significant changes in legislation occur.
- Issue copies of Coventry City Council policies and procedures (Negotiated with the Trades Unions) and information on National and Local Conditions of Service to Schools.
- Advice on applying conditions of service determined by the Local Authority.
- Referral to relevant section of conditions of service information on specific matters.
- Administrative implementation of National Pay awards.
- Interpretation and implementation of conditions of service at local (school) level as requested.
- Detailed advice on Conditions of Service as they apply to individual situations e.g. redeployment and organisational review situations.
- Practical advice on implementation of Pay structure changes.

Disciplinary, Capability (Competence & Ill Health) and Grievance

- Provide effective and responsive advice on HR employment relation matters.
- Enable and support Teachers and Support staff to make informed decision on employment matters.
- Monitor long-term and frequent absences.
- HR Handbook provided to schools containing model HR procedures and access to the Coventry Learning Gateway HR webpage.
- Quarterly newsletter to Head Teachers and School Business Managers.
- Attendance/Assistance at Governors' Sub-Committee for any hearing, which may lead to dismissal including advice on suspension.
- Arranging for special medical referrals and liaison with the Occupational Health and Counselling Unit.
- Advice on and issue of letter of termination.
- Advice to schools on sickness issues.
- Advice on individual cases.
- Assistance with investigation/procedural advice.
- Advice on appropriate procedure and action to be taken.

- Liaison with trade unions (Teaching and Support Staff).
- Liaison with support agencies including Safeguarding.
- Support and advice for presenting officer and/or Chair of the hearing.
- Advice/issue of appropriate letters.
- Assistance with the consequences of disciplinary action.
- Advice and assistance with Appeal hearings.
- Advice and assistance in relation to Employment Tribunals on LA supported matters.

Employee Support

- Referral to Occupational Health Counselling and Support Services.
- Basic advice on contracts and conditions of employment.
- Individual advice and/or support as required, particularly during periods of reorganisation and during sickness absence.
- Advice on HR procedural matters such as complaints against named employees, grievances.
- Liaison with the employee's Trade Union representative.
- Personal advice on conditions of service.
- Personal advice on training/development matters.

Equal Opportunities

- City Council's Equal Opportunities Policy and specific measures, e.g. Job Share, Career Break contained within the HR Handbook/Coventry Learning Gateway.
- Provide updates on equality legislation, practice and advice contained within HR Handbook.
- Advice on good practice in respect of equal opportunities across the full range of HR functions.
- Advice on job descriptions, grading's and person specifications to assist a school in complying with equal pay legislation and the job evaluation scheme.
- Support school on equal opportunities issues relating to employment including consultation/liaison with Trade Unions, disputes and grievances.
- Support in dealing with claims of discrimination in employment matters and equal pay and attendance at Employment Tribunals.
- Assist school management in provision of appropriate guidance for staff in equal opportunities.

Management Information

- In addition to the statutory returns submitted on behalf of the Local Authority, the Management Information team will also provide Establishment register reports to schools as part of the service under the SLA.

4. PERFORMANCE TRACKING & REPORTING

4.1 Quality & Performance

The HR advisory and support service teams are strategic, proactive and able to assist schools on an unlimited basis with their service improvement, project work, casework, provision of job evaluation processes, development/management of pay and reward policy, management of industrial relations framework and statistical management information for the HR/Payroll system, HR policy development and change agendas. Schools will be provided with professional HR advice and the direct support necessary for dealing with complex and difficult HR matters relating to school employees and/or supply staff.

- HR service has a service policy of constant review and development in order to improve the quality and the cost effectiveness of its current services as well as offering new or extended facilities to provide better value to its customers.
- HR service is externally and internally audited on a regular basis
- The quality and performance of the service will be assessed in accordance with the standards laid down in the Service Specific Protocols & Procedures and Business Process Maps, and are regularly monitored by our quality auditor for timeliness, accuracy and adherence to specification.
- Feedback will be sought regularly from customers on the quality & performance of the service and suggestions for improvement will be welcomed.
- Human Resources will ensure that it keeps abreast of market place service and system developments.

4.2 Performance Measures

Human Resources monitors aspects of its performance quantitatively. These measures are based on the following targets:

Communication with Customers

- Acknowledge all customer correspondence within 3 working days
- Respond to/resolve all written enquiries or complaints within 10 working days
- Answer all telephone calls within 20 seconds
- Respond to voicemails left if unavailable within 1 working day

Quality of Service

- Process all statutory and procedural documentation on or before due dates.
- Provide a secure HR environment, compliant with all statutory requirements.
- Accurately process all statutory and procedural documentation in accordance with rules and regulations.
- Provide all reports on or before deadlines.
- Implement Audit recommendations to agreed deadlines.
- If there are any causes for concern by either party regarding compliance with this agreement this will be subject to immediate discussion with a view to reach a solution acceptable to both parties.

5. CUSTOMER DUTIES AND RESPONSIBILITIES

The school will be responsible for the following: -

- Ensuring that information provided to Human Resources is accurate and up to date.
- That information is received by agreed deadlines.
- Advising of terms and conditions of employment and any changes.
- Ensure statutory compliance

6. CHARGES

6.1 Payment Details

- The Council's Sundry Debtor Section will invoice once a year to cover April - March.

6.2 Standard Charges

School	Cost
All	£69 per employee

Schedule 3: the Council's obligations in relation to certain personal data (see clause 7)

1. In this Agreement, reference to 'data processor', 'data controller', 'personal data' and 'access request' shall have the same meanings as given in the Data Protection Legislation.
2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the School is the data controller and the Council is the data processor of School Personal Data. The only processing that the Council is authorised to do is listed in Appendix 1.
3. The Council shall notify the School immediately if it considers that any of the School's instructions infringe the Data Protection Legislation.
4. The Council shall notify the School immediately if it considers that any of the School's instructions infringe the Data Protection Legislation.
5. The Council shall provide all reasonable assistance to the School in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the School, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services
 - (c) an assessment of the risks to the rights and freedoms of School Personal Data subjects
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of School Personal Data.

7. SCHOOL PERSONAL DATA

7.1 School Personal Data processed in connection with its obligations under this Agreement: -

- Process School Personal Data only in accordance with Appendix 1, unless the Council is required to do otherwise by law. If it is so required, the Council shall promptly notify the School before processing the School Personal Data unless prohibited by law.
- Ensure that it has in place protective measures, which have been reviewed and approved by the School as appropriate to protect against a Data Loss Event having taken account of the.
- Nature of the data to be protected.
- Harm that might result from a breach of School Personal Data.
- State of technological development.
- Cost of implementing any measures.

Ensure that: -

- The Council personnel do not process School Personal Data except in accordance with this Agreement (and in particular Appendix 1).
- It takes all reasonable steps to ensure the reliability and integrity of any Council personnel who have access to the School Personal Data and ensure that they: are aware of and comply with the Council's duties under this clause.
- Are subject to appropriate confidentiality undertakings with the Council or any Sub-processor.
- Are informed of the confidential nature of the School Personal Data and do not publish, disclose or divulge any of the School Personal Data to any third party unless directed in writing to do so by the School or as otherwise permitted by this Agreement.
- Have undergone adequate training in the use, care, protection and handling of School Personal Data.
- Not transfer Personal Data outside of the EU unless the prior written consent of the School has been obtained and the following conditions are fulfilled.

The School or the Council has provided appropriate safeguards in relation to the transfer (in accordance with GDPR Article 46) as determined by the School: -

- The School Personal Data subject has enforceable rights and effective legal remedies.
- The Council complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any School Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the School in meeting its obligations).
- The Council complies with any reasonable instructions notified to it in advance by the School with respect to the processing of the School Personal Data.
- At the written direction of the School, delete or return School Personal Data (and any copies of it) to the School on termination of the Agreement unless the Council is required by law to

The Council shall notify the School immediately if it: -

- Receives a request or purported request made by, or on behalf of, a School Personal Data subject in accordance with rights granted pursuant to the Data Protection Legislation to access their School Personal Data.
- Receives a request to rectify, block or erase any School Personal Data.
- Receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation.
- Receives any communication from the Information Commissioner or any other regulatory authority in connection with School Personal Data processed under this Agreement.
- Receives a request from any third party for disclosure of School Personal Data where compliance with such request is required or purported to be required by law or becomes aware of a breach of School Personal Data.

The Council's obligation to notify include the provision of further information to the School in phases, as details become available.

Taking into account the nature of the processing, the Council shall provide the School with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made (and insofar as possible within the timescales reasonably required by the School) including by promptly providing: -

- The School with full details and copies of the complaint, communication or request.
- Such assistance as is reasonably requested by the School to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation.
- The School, at its request, with any School Personal Data it holds in relation to a School Personal Data subject.
- Assistance as requested by the School following any breach of School Personal Data.
- Assistance as requested by the School with respect to any request from the Information Commissioner's Office, or any consultation by the School with the Information Commissioner's Office.

The Council shall allow for audits of its School Data Processing activity by the School or the School's designated auditor.

The Council is required by the Data Protection Legislation to have a designated Data Protection Officer, the details of which can be found on the Council's website.

Before allowing any third party processor to process any School Personal Data related to this Agreement, the Council must: -

- Notify the School in writing of the intended sub-processor and processing.
- Obtain the written consent of the School.
- Enter into a written agreement with the processor which give effect to the terms set out in this clause 11 such that they apply to the sub-processor and
- Provide the School with such information regarding the third party processor as the School may reasonably require.

The Council shall remain fully liable for all acts or omissions of any sub-processor.

The School may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable School Personal Data controller to School Personal Data processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The School may on not less than 30 Working Days' notice to the Council amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

The Council shall indemnify the School against all losses incurred by the School in respect of any breach of this Schedule 3 by the Council. This indemnity shall not apply to the extent the relevant act (or failure to act) by the Council was as a result of the Council's compliance with the School's express (or clearly implied) instructions.

Appendix One – Processing, personal data and data subjects

Nature and Purpose of the Processing

Processing is necessary for “compliance with a legal obligation to which the controller is subject”; (GDPR Art 6.1(c)).

The School has a statutory duty under the Employment Rights Act 1996 (and other relevant legislation, a full list of which can be provided upon request) to provide the services as detailed at Schedule 2 of this Agreement: -

- Human Resources Services
- Management Information Services
- Legal Services (if SLA has been bought into)
- Employment Policy Services
- Additional Services

Processing is necessary for “the performance of a task carried out in the public interest”; (GDPR Art 6.1(e)).

The Council processes the School Personal Data in order to perform their duties under the Agreement, namely the Service Specification at Schedule 2 of this Agreement. The Council collates the personal data, stores it and processes it in accordance with this Agreement by automated means.

Duration of the processing

The Council will process the School Personal Data for as long as the Agreement is in place with the School until it is determined as by clause 10 of this Agreement at Schedule 1. Thereafter the Council will cease processing the School Personal Data and at the written direction of the School delete or return School Personal Data (and any copies of it) to the School unless the Council is required by law to retain the Personal Data.

Types of School Personal Data

The Council will process the following types of School Personal Data: -

- Contact details
- Data of Birth and Gender
- Your ethnic origin
- Your sexual orientation
- Your religious beliefs

- Details of your employment history
- Details of your education/qualifications/training
- Details about your Pension
- National insurance Number
- Bank account details
- Marital Status
- Next of Kin
- Dependents
- Emergency contact details
- Nationality - entitlement to work in the UK
- Information about your criminal record
- Details of your contracted work pattern
- Details of Leave taken
- Details of your medical health
- Pay & deduction details
- Details of Trade Union membership
- Position details
- Driver Licence/passport details

Any other such School Personal Data as may be reasonably required from time to time to perform the Council's duties under this Agreement

Any other such School Personal Data as may be reasonably required from time to time to perform the Council's duties under this Agreement

Categories of data subject

- Employee
- Contractor

Third party processors

Microsoft – the data is securely hosted on the Council's Microsoft cloud, as such, this data is not "shared with Microsoft" as it is protected and only visible to the relevant Council personnel.