

Human Resources Services
Schools & Academies
Three-year Service Level Agreement

HR Staffing Services

from 2014



Contents

Section		Page Number
1.1	Purpose of SLA	2
1.2	Quality Indicators	2
1.3	Points of Contact	2
1.4	Service Categories and Operating Principles	3
1.5	Hoople's Overall Responsibilities	3
1.6	Schools/Academy's Overall Responsibilities	3
1.7	Joint Overall Responsibilities	4
2.	Service Level Agreement	5

Introduction

1.1 Purpose of the SLA

The SLA is part of the overall contractual and operational documentation and is intended to set out each Party's service delivery obligations. The SLA has been designed to set out the outputs desired from all Parties to the Agreement setting out who is the Lead Party (the party responsible for making sure that the output is achieved) and what each of the respective parties is expected to input in order to achieve the required output.

1.2 Quality Indicators and Performance Reporting

Quality Control

Hoople is committed to providing superior quality products and services. Quality objectives have been established to drive continuous improvement, greater efficiency and improved customer satisfaction.

The quality programme employs effective quality control techniques, quality assurance reviews/audits aimed at continually improving value over the long term while addressing the needs of all stakeholders. Exceeding Customer expectations is an aspiration for all Service teams.

Quality Improvement Programme

Lean principles have been adopted as a formal approach and methodology to continuous improvement. To reduce operational costs and improve service quality, the introduction, or innovation and adoption, of consistent processes will be used in all service areas.

A Quality Improvement Programme has been implemented to promote innovation and excellence which includes:

- Collaborating with the Customer and other representatives to identify and review processes and interfaces to locate the probable cause of failure demand;
 - Reengineering processes, as appropriate, to reduce the occurrence of rework and other waste;
 - Containing rework within reasonable and manageable parameters;
 - Collaborating with the Customer to design processes that are less prone to errors;
 - Sharing best practice and innovation.



1.3 Points of Contact

The main points of contact for Schools' HR Staffing Services are:

HR Business Partner – Schools – Julie Davies Julie.davies@hoopleltd.co.uk 01432 260933	Schools' Employee Services Team Leader – Candida Kuegler Candida.kuegler@hoopleltd.co.uk 01432-260901
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Human Resources

1.4 Service Categories and Operating Principles

Hoople HR and Schools/Academies are working together to deliver a cost-effective, efficient and relevant HR and change management service which meets the Customers' changing needs. Both parties recognise that effective forward planning and a full understanding of needs, expectations and outcomes is critical to the successful delivery of the service.

1.5 Hoople Overall Responsibilities

- Discharging the services and standards listed in the SLAs
- Continuously maintaining and improving levels of skills and expertise to deliver and improve the services in accordance with good industry practice
- Dealing with additional / special Customer requests as agreed
- Notify Customer of any problems in connection with the provision of service
- Respond promptly to information requests from the Customer in line with agreed levels within the SLA
- Improve data quality
- Delivering all service, programme and project requirements as agreed with the Customer
- Maintain the agreed hours of operation

Compliance with all legislation, statutory regulations and Customer's financial procedures.

1.6 School/Academy's Overall Responsibilities

- Treat the contents of this agreement as confidential
- Act promptly in submitting requests and action paperwork/transactions in a timely and accurate fashion
- Provide information reasonably requested by Hoople to agreed timescales
- Ensure that all Customer's staff are fully informed and adhere to all policies affecting the Services provided by Hoople
- Ensure that charges for services are paid within 30 days
- Setting service, programme and project assurance requirements
- Inform Hoople of any risks which may impact service delivery
- Improve data quality
- Register data held or processed by Hoople under the provisions of the Data Protection Act 1998 (i.e. as a bureau service) under the Customer's registration

1.6 Joint Overall Responsibilities

- Provide accurate and timely information to enable the agreed timescales for service delivery to be met
- Ensure that all employees are aware of any changes to legislation, policies and procedures affecting the delivery of services with this agreement
- Ensure co-operation and prompt action to correct all errors and anomalies
- Ensure that service / organisation objectives are clearly communicated in a manner that is understandable by all parties
- Respect the confidentiality of information at all times
- Do not disclose any information specific to this Agreement to any third party without the written authority of the other Party, treat as confidential, including rates and contractual information

2 Staffing Services Service Level Agreement

Deliverable		Customer Responsibilities	Hoople Responsibilities
2.1 Professionally delivered transactional HR Services – efficient and accurate HR transactional services for the customer			
1	Timely and accurate processing of employee record changes	Ensure that relevant HR paperwork i.e. notification of change is completed accurately and submitted to Staffing Services (at Plough Lane) by 3rd day of each month for processing in relevant period.	Process changes and update employee records on Agresso accurately in line with relevant pay period. Streamline administrative services for ease of use by the Customer.
	Lead: Hoople	If needed, request paperwork to be processed late (between 4th and 10th of each month) and agree to pay an incremental processing charge of £40 per change.	Process late notification of employee changes received between 4th and 10th of each month at school's request and invoice incremental processing charges at £40 per change.
2	Prompt issue of statement of particulars/contract amendment letters	Ensure that relevant notification of change paperwork is completed and submitted to Staffing Services by 3rd of each month	Prepare and issue written statements of particulars of employment within 8 weeks of commencement date/receipt of notification. Issue contract amendment letter within 4 weeks of the effective date of change.
	Lead: Hoople		
3	Timely and accurate processing of statutory entitlements	Ensure that relevant paperwork i.e. MATB1 is completed accurately and submitted to Staffing Services (at Plough Lane) by 3rd day of each month for processing in relevant period.	Provide written notification to employees detailing their entitlements to maternity, paternity, adoption and parental benefits - statutory and occupational. Process changes and update employee records on HR System – Agresso-accurately in line with relevant pay period.
	Lead: Hoople	For maternity, paperwork to be received 15 weeks before the Expected Week of childbirth/Matching date. Ensure that accurate Sickness Absence Returns	Provide written notification to employees detailing their entitlements to sick pay – statutory and occupational.

Deliverable		Customer Responsibilities	Hoople Responsibilities
		(SARS) are completed and returned to Payroll on a weekly basis.	Provide advice on maternity leave and pay.
4	Processing termination of employment	Ensure that relevant termination form and copy of resignation letter is submitted to Staffing Services by 3 rd of each month.	Paperwork processed in line with relevant leave date and letter confirming details sent to individual within 5 working days.
	Lead: Hoople		
5	Assessment of teachers' pay and provision of advice on remuneration	Ensure that relevant paperwork, i.e. notification of additional payments is submitted to Staffing Services (at Plough Lane) by 3 rd of each month	Process changes and update employee records on HR system - Agresso accurately in line with relevant pay period. Provide advice on remuneration including allowances and additional payments in accordance with the STPCD and school pay policy. Ensure that Leadership Group staff appointments/variations comply with STPCD.
	Lead: Hoople		
6	Provision of pay queries / salary / redundancy estimates	Clarify situation where appropriate. Written requests to be forward to Staffing Services for completion.	Respond to employees' queries and resolve contractual/pay issues within 72 hours. Provide written confirmation to external bodies, ie banks, building societies in line with request. Provide calculations and estimates on redundancy (where school is in formal consultation) within 5 days and retirement within 10 days of customer request.
	Lead: Hoople		

Deliverable		Customer Responsibilities	Hoople Responsibilities
7	Timesheets – part-time teachers	Ensure that relevant paperwork is submitted to Staffing Services (at Plough Lane) by 3 rd of each month	Processing additional hours' timesheets for part-time teachers at their substantive school to enable completion of the teachers' Annual Return statutory report.
	Lead: Hoople		
2.2 Additional Headcount - permanent, temporary and casual staff			
1	Lead: Hoople	Ensure that relevant paperwork is submitted to Staffing Services (at Plough Lane) by 3 rd of each month.	Process new starters on Agresso accurately in line with relevant pay period. Schools will have the flexibility to increase the agreed employee headcount (as at 1 st October 2013) by a tolerance of 5%. For any further increase, Hoople reserves the right to charge for each additional new starter at the SLA employee rate.
Deliverable		Customer Responsibilities	Hoople Responsibilities
2.3 Provision of professionally managed teachers' pension service – to ensure compliance			
1	Lead: Hoople	Submit accurate pension documentation and ensure that Hoople is fully informed of any legislative or policy changes that impact on service provision. Provide the required notice and submit accurate pension documentation within the stipulated timescales. Contact Hoople immediately in the event of death in service. Pension auto-enrolment activity and service.	Process retirement applications within 10 working days. Complete statutory teachers' service and salary details report for TPS (Annual Return).

Deliverable		Customer Responsibilities	Hoople Responsibilities
2.4 Pension Auto-Enrolment and Service – to ensure compliance			
Lead:	Hoople	<p>Advise Staffing Services of relevant staging date.</p> <p>Ensure staff are aware of pension auto-enrolment through induction process and/or employee comms.</p>	<p>Identification of staff to be auto-enrolled by category.</p> <p>Communication to employees with regard to their individual position.</p> <p>Updating Agresso with relevant information.</p> <p>Notification to Teachers' Pension and LGPS.</p>

TERMS AND CONDITIONS OF SERVICE

THIS AGREEMENT is between the education institution (the “Establishment”) and Hoople Ltd (Reg. No. 7556595) of Plough Lane, Hereford, HR4 OLE (the “Service Provider”).

WHEREAS:

The Establishment desires to obtain the services of the Service Provider for the purpose of providing certain services upon the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1. Interpretation

1.2 In this Agreement unless otherwise specified:

1.2.1 where the context permits, words importing the singular shall include the plural and vice versa; and words importing the masculine shall include the feminine and neuter and vice versa.

1.2.2 references to Clauses and Orders Placed with the dedicated Hoople Schools Buying Portal are to clauses of, and schedules to, this Agreement.

2. Term and Termination

2.1 This Agreement shall commence 7 days after the order is placed (the “Effective Date”) and subject to clause 2.2 of this Agreement shall terminate automatically without notice 36 months thereafter.

2.1.1 The Service Provider commits to implementing a ‘cooling off’ period of 7 days between the date the order is placed, and the Effective Date during which time the Establishment may delete or amend the order.

2.2 This Agreement can be terminated by either party upon one hundred and eighty (180) days’ written notice to the other party.

2.3 Either party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other if:

2.3.1 the other party commits any material breach of the terms of this Agreement;

2.3.2 an order is made or a petition is presented or an effective resolution is passed or order is made for the bankruptcy or winding-up of the other party;
or

2.3.3 a receiver or administrator is appointed over all or any of the assets of the other party or an administration order is made with regard to the other party.

2.4 Termination of this Agreement shall be without prejudice to any rights and obligations existing at the date of termination, or any claim by one party against the other for any breach of this Agreement committed prior to termination, which shall continue unaffected.

2.5 The Establishment undertakes to pay any outstanding costs associated with early Termination.

3. Obligations of the Service Provider

3.1 The Service Provider undertakes to provide the services as set out online within the dedicated Hoople Schools portal to this Agreement (the “Services”), in consideration of the payment as set out in the dedicated Hoople Schools portal. The Service Provider will deliver the service detail and the payment detail as per the Hoople Schools portal at the beginning of the term of this agreement. The Service Provider has undertaken Payment calculation based on the following terms:

3.1.1 payment for services relating to employee numbers will be calculated based on the number of employees at each Establishment as at the October of each year of the term. Included in the calculation is a 5% tolerance. If employee numbers rise above this 5% tolerance Hoople reserves the right to charge incremental fees.

3.1.2 payment for the Payments Management service will be based on the number of payment vouchers raised in in the prior scholastic year, within a 10% tolerance level, for each year of the term. The Service Provider reserves the right to increase pricing if volumes increase by more than the stated tolerance level.

3.1.3 should the Establishment request an additional service during the duration of the term, the Service Provider reserves the right to charge the full, annual cost of the requested service.

3.1.4 payment for the Payroll services has been calculated based on the assumption that the Establishment will also order the full Staffing and Appointments service. The Service Provider cannot be constrained by the payment details on the website if the Establishment does not order both services.

3.1.5 payment for services relating to pupil numbers will be calculated based on the number of pupils at each Establishment as at the October of each year of the term. Included in the calculation are Sixth Form numbers.

3.1.6 Hoople reserves the right to increase the payment for services relating to the Sims by a margin of up to 3% in relation to the Capita element of the fees.

- 3.1.7 The Service Provider will provide digital order confirmation of the services ordered and associated fees by means of the functionality of the Hoople Schools portal.
- 3.2** Should the Establishment request, and the Service Provider agrees to provide, services additional to those specified within the schools buying portal order, the fees for those additional services shall be mutually agreed between the parties, but otherwise for all purposes of this Agreement, the additional services shall be deemed to be included within the definition of Services.
- 3.3** The Services shall be carried out by the Service Provider with all reasonable skill and care, and in full compliance of relevant established current professional standards. The Service Provider undertakes to provide a detailed service level agreement (SLA), outlining the responsibilities of both parties with regard to each service. The SLA for each service will be provided as a downloadable document on the Hoople Schools portal.
- 3.4** The Service Provider shall indemnify the Establishment from all claims, actions or demands made by third parties against the Establishment, and all liabilities of the Establishment to third parties (collectively “Third Party Liabilities”) and from all damage, losses, costs, expenses and payments whatsoever suffered or incurred by the Establishment either directly or in relation to Third Party Liabilities in respect of (a) personal injury to or the death of any person and any loss or destruction of or damage to property (not attributable to any default or neglect of the Establishment or of any person for whom the Establishment is responsible) which shall have occurred in connection with the provision of the Services under this Agreement, (b) any defect in the Services, and (c) any breach by the Service Provider of any terms of this Agreement, including without limitation, clause 3.3 provided that the liability of the Service Provider to the Establishment under this Agreement, including without limitation, this clause 3.4, shall be limited to a maximum amount of £1,000,000 in respect of any one incident or series of related incidents and a maximum amount of £1,000,000 in respect of all and any incidents (whether or not related) arising during the term of this Agreement and in the annual aggregate.
- 3.5** The Service Provider shall take out and maintain during the term of this Agreement an insurance policy, with a reputable insurance company upon terms which are sufficient to cover his liabilities under this Agreement, including without limitation, his liabilities under clause 3.4. The Service Provider shall upon reasonable request produce to the Establishment a copy of the said insurance policy, and a receipt for the payment of the current premium. For the avoidance of doubt the Service Provider shall be liable under all of the provisions of this Agreement, including without limitation, clause 3.4, whether or not he complies with the provisions of this clause 3.5.

- 3.6** The Service Provider shall promptly provide to the Establishment written reports on the discharge of his obligations under this Agreement as and when these may be reasonably requested.
- 3.7** All communications and all information supplied to or obtained by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement and all information relating to any invention, improvement, report, recommendation or advice given to the Establishment by the Service Provider in pursuance of his obligations shall be treated by the Service Provider as confidential and shall not be disclosed by him to any third party or published without prior written consent of the School, such consent not to be unreasonably withheld.
- 3.8** The Service Provider undertakes that, in the event of his being unable personally to perform the Services in accordance with his obligations under this Agreement, he will provide by way of a substitute to perform the Services in his place a fully qualified alternative service provider acceptable to the Establishment (the “Substitute”), provided that the provision of the Substitute shall be under a subcontract between the Service Provider and the Substitute and that the rights and obligations of the Service Provider under this Agreement in relation to the Establishment shall not be affected, nor shall the Establishment be under an obligation to pay any fees to the Substitute for the provision by him of the Services.

4. Intellectual Property Rights

- 4.1** All intellectual property and industrial property rights throughout the world in patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works and the like discovered or created by the Service Provider in the course of or as a result of the discharge of his obligations under this Agreement shall vest in and be the absolute property of the Service Provider. Upon the request of the Establishment the Service Provider shall, at the Establishment’s expense, execute all documents and do all acts and things required to vest or perfect the vesting of such property rights legally and exclusively in the Establishment or any nominee or assignee of the Establishment.

5. Expenses and Payment Terms

- 5.1** The Establishment will reimburse the Service Provider for all reasonable expenses incurred in the discharge of his obligations under this Agreement, provided that all such expenses will be subject to the prior written approval of the Establishment.

Expenses are to be accounted for and reimbursement will be made against vouchers approved by the Establishment and in accordance with relevant standard Establishment procedure as from time to time established and notified to the Service Provider.

- 5.2** The Service Provider undertakes to invoice the Establishment annually for each year of the term.
- 5.3** The Establishment shall pay the Service Provider's invoices within 21 days of the date of invoice. Failure to pay may result in additional penalties.

6. Confidentiality and Security

Each party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging. Both parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information, and not to release or disclose it to any other party.

Each party agrees that in the event that confidential information which is the responsibility of either party is accidentally released by either party to the other, each party undertakes to inform the other upon discovery, to keep the information strictly confidential, and to return or destroy the information immediately without copying or onward transmitting that information.

7. Miscellaneous

- 7.1** For the avoidance of doubt both parties confirm that the Service Provider enters into this Agreement as an independent contractor and that he is not nor shall for any purpose be regarded as an employee of the Establishment.
- 7.2** Force Majeure - Neither party shall be liable to the other for any failure to perform its obligations under the contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this condition shall limit the obligations of the contractor to use its best endeavours to fulfil its obligations under the contract.
- 7.3** Except as otherwise provided in this Agreement, all notices, instructions or other communications shall be in writing and may be made by email, facsimile message, by letter or other form of communication as agreed between the parties from time to time, and delivered to the requisite party at its address.
- 7.4** The obligations imposed upon the Service Provider under clauses 3.7 and 4 shall survive the expiry or termination of this Agreement.
- 7.5** The terms of this Agreement shall be governed by and construed in accordance with English law and be subject to the non-exclusive jurisdiction of the English Courts.