



Service Level Agreement (SLA)

Premium Service

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between HR Connect and the Customer for the provisioning of HR Advisory services, required to support and 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).

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: 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

We will partner with you to efficiently and effectively resolve your HR issues, our preference where possible is to start resolution as early as possible and on an informal and collaborative basis.

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

Service to be provided

- A member of the HR Advisory team who will oversee the support you receive.
- Unlimited remote support within core working hours from the HR Advisory team via email/telephone to support with the following issues:
 - Bullying & Harassment
 - Capability
 - Disciplinary
 - Employee Safeguarding Concerns
 - Grievance
 - Ill Health
 - Redundancy and /or Restructure
 - Terms & Conditions
 - TUPE Out and In (Including Academy Transfers)
 - Whistleblowing
 - General and Specialist HR Advice & Guidance
- Throughout the lifecycle of the HR case, we will provide you with relevant template letters and documents from our bank.
- Access to compliant HR Connect employee relations policy templates.
- Remote and in person attendance at formal meetings, (held under an HR policy for the categories listed above) including hearings and appeals. At hearings and appeals support will be provided to both the presenting officer and the panel making the decision.
- Unlimited access to our informative Knowledgebase articles and guidance on HR issues via the HR Connect portal.
- Regular 'Stay Connected' email newsletters to ensure you're kept up to date with legislative changes, employment law changes and useful HR Articles.
- An annual onsite strategic visit, of up to 3 hours, to discuss your HR People Strategy / People Element of your Improvement Plan.
- 10% discount on hourly rates for our Legal Connect service.
- Urgent HR support via our duty helpline, during core hours in addition to case work support provided by your representative from the HR Advisory team.

We recognise that there will be occasions where our customers require additional support in relation to complex HR matters and are pleased to be able to extend our service provision to accommodate such requests which may include investigations, mediations, job benchmarking for support staff, specialist training courses (for managers, leaders, and governors). Leadership coaching and mentoring, Organisational design projects and bespoke HR Audits; including policy and process reviews.

These services are available via our range of add on packages or can be created for you on a bespoke basis. Full details are available on the HR Connect website.

6. Customer and Service Provider Responsibilities

Customers are expected to reasonably follow professional advice provided. In the event that a customer elects not to follow advice, and this results in the need for additional professional support, resource availability cannot be guaranteed, and customers may be subject to additional charge.

Customers should ensure they have allocated an appropriate internal representative who will have delegated responsibility for managing the case, liaising with HR Advisory for advice / support.

Customers should ensure they provide HR Advisory with relevant documentation to assist us in supporting you to manage your case.

Customers should ensure appropriate adoption, application and compliance with all statutory and non-statutory HR policies and procedures.

Whilst all reasonable endeavours will be made to meet the timeframes set out below, we recognise that on occasions due to the complexity of issues and/or external factors this may not be possible. Where we are unable to meet these timeframes, we will discuss these with the Customer at the earliest convenience and provide an estimated time frame.

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

Disciplinary, Grievance, Bullying & Harassment, Ill Health, Whistleblowing and Capability

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
X		Customer to provide HR Connect with relevant information regarding the concerns to be discussed, including the decisions, outcomes and management actions already taken. At the point of discussing the matter with us.
X		Customer to provide HR Connect with a copy of the relevant policy and procedure at the point of the initial discussion above, to ensure advice is in line with Customer's adopted process. Within 2 working days of request made.
X		Customer to provide HR Connect with relevant case updates, so that this information can be taken into consideration when providing appropriate advice. At relevant points during the management case when seeking further advice.
	X	HR Connect to provide an initial response to you (the Customer) following your Employee Relations issues / concerns. Within 3 working days.
	X	During the lifecycle of your case, HR Connect will respond to your employee relations query.

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
		Within 3 working days of contact being made.
	X	HR Connect will provide you (the Customer) with HR advice and support in accordance with agreed policies and procedures. As required.
	X	HR Connect will accompany, support, and advise you (the Customer) at any formal meetings and hearings that are part of the above adopted HR procedures, subject to the HR Connect team being provided with a range of dates with adequate notice, to ensure appropriate HR representation. The range of dates to be provided 3 working days before Customer needs to notify the employee of the meeting / hearing date.
X		Customer to provide all relevant information for a meeting or a hearing to HR Connect within the specified time frames. A minimum of 3 working days before a meeting and a minimum of 10 working days before a hearing / appeal.
X		Customer to send all relevant documentation to enable HR Connect to review and provide guidance (e.g. Documents for hearing / Management Statement of Case). Timeframe to be agreed with Customer and HR Connect based on complexity of documentation and guidance required.
	X	HR Connect will, if required (upon request), draft bespoke letters / advice associated with the HR policies relevant to your case. Within 5 working days of request made / discussion.

Redundancy & / or Restructure

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
X		To enable HRConnect to provide you (the Customer) with a timeline, you are required to provide us with the outline draft business rationale for the proposed redundancy / restructure process. Contact HR Connect to discuss the process and determine the timescales by which you need to complete the relevant documentation. The following dates are provided as a guide for you. To adhere to these you need to provide us with the final business rationale and associated documents for staff and trade union consultation by: -

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
		Beginning of January for a 31st August redundancy Beginning of May for a 31st December redundancy Beginning of September for a 30th April redundancy
X		Customer to request LGPS pension estimates (where appropriate) for at risk staff who will be eligible for their pension if they are made redundant to ensure that "strain costs" are known in advance of any decision being made about redundancy. Customer to contact pensions to check their SLA for responding which may be more than 21 working days. As and when required in accordance with timeline.
X		Customer to provide HR Connect with a copy of Redundancy policy and procedure at the point of the initial discussion above, to ensure advice is in line with your (the Customer's) adopted process and legal responsibilities. At the point of discussing the matter with us.
X		Customer to provide HR Connect with a named contact who will have responsibility for liaising in relation to this process as it evolves. At the point of discussing the matter with us.
X		Customer to produce final Governing Body / Trust Board / Management committee approved business rationale for process including all associated documents e.g., Job descriptions, audit forms. 10 working days prior to invite being sent to staff and trade unions for the consultation meeting.
X		Customer to send out invite to affected staff with all other necessary information for the formal consultation meeting. Minimum of 5 working days prior to the consultation meeting.
	X	HR Connect to send out invite to trade unions with all other necessary information provided by you (the Customer) for the formal consultation meeting. Minimum of 5 working days prior to the consultation meeting.
X		Customer to ensure appropriate nomination and availability of Panel Members (i.e., Governing Body, Directors etc). To be identified by Customer on commencement of the process.
	X	HR Connect to provide bespoke letters for you (the Customer) in relation to key stages of the process – Response to Formal Consultation; At Risk of redundancy; volunteers for redundancy; redundancy estimate letter; Outcome letter following selection process; Notice letter.

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
		As and when required in accordance with timeline.
	X	<p>HR Connect to support and advise you (the Customer) at the following formal meetings (either remote or face to face, as appropriate) as stipulated in the HR Connect Model Policy (see note below if you do not use this policy)</p> <ul style="list-style-type: none"> -Formal Consultation meeting -Redundancy Panel meeting -Redundancy Appeal meeting <p>In accordance with the agreed timeline, set out on commencement of the process.</p> <p>(If you, (the customer) do not use the HR Connect policy the meetings will be agreed with HR Connect at the start of the process)).</p>
	X	<p>During the lifecycle of the process, HR Connect will respond to your queries.</p> <p>Within 3 working days of contact being made.</p>
X		<p>Customer to complete termination or variation forms for payroll provider.</p> <p>In accordance with payroll provider deadlines.</p>

TUPE Out (Including Academy Transfers)

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
X		<p>Customer to provide HR Connect with relevant information regarding the concerns to be discussed, including the decisions, outcomes and management actions already taken in relation to TUPE OUT process.</p> <p>At the point of discussing the matter with us.</p>
X		<p>Customer (<u>Transferor</u>) to ensure that they maintain appropriate contact with the proposed new employer (<u>Transferee</u>) and obtain all relevant information to enable notification of the transferee's pension arrangements and any "measures" the Transferee will be taking with the staff who are transferring.</p> <p>At the point of identifying a potential transfer.</p>
X		<p>Customer to provide HR Connect with a named contact who will have responsibility for liaising in relation to this process, as it evolves.</p> <p>At the point of discussing the matter with us.</p>

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
	X	HR Connect to advise on the application of TUPE OUT regulations. At relevant points during the management of the process when seeking further advice.
	X	HR Connect to provide HR advice and support including provision of bespoke documents, as required in connection with the TUPE OUT process. As required.
X		Customer to provide all relevant information to HR Connect in preparation for the TUPE OUT consultation. 10 working days prior to invite being sent to trade unions for the consultation meeting.
X		Customer to undertake all relevant communication with staff during the TUPE OUT process. As required, throughout the process.
	X	HR Connect to undertake relevant communication with Unions. As required, throughout the process.
	X	HR Connect to attend the formal consultation meeting for the TUPE OUT process to support the school lead presenter. In accordance with the TUPE Timeline or where changes are necessary in agreement with HR Connect.
	X	HR Connect to support customer with queries related to Employee Liability (Due Diligence) information for TUPE OUT process. <i>For HR Connect Payroll Customer We will complete the due diligence information for you to check.</i> <i>For Non HR Connect Payroll Customer If you purchase HR Connect services for issuing contracts we will complete the due diligence (T&Cs) document based on the information held on record but this may not be current / accurate as we don't provide you with a payroll service, therefore you (the Customer) must ensure that the information is correct and up to date.</i> Throughout the life cycle of the transfer.
X		Customer to complete relevant documentation to terminate employees employment at point of transfer. As required, at the end of the process.

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	

TUPE IN (Including Academy Transfers)

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
X		Customer to provide HR Connect with relevant information regarding the concerns to be discussed, including the decisions, outcomes and management actions already taken for a TUPE IN process. At the point of discussing the matter with us.
X		Customer (<u>Transferee</u> – new proposed employer) to ensure that they maintain appropriate contact with the current employer (<u>Transferor</u>) and obtain all relevant information to enable appropriate communication in relation to any measures the <u>Transferee</u> will be taking with the staff who are involved in the TUPE IN process. At the point of identifying a potential transfer.
X		Customer to provide HR Connect with a named “ <u>Transferee</u> ” contact who will have responsibility for liaising in relation to this process, as it evolves. At the point of discussing the matter with us.
	X	HR Connect to advise on the application of TUPE regulations for TUPE IN. At relevant points during the management of the process when seeking further advice.
	X	HR Connect to assist and advise you (the customer) in identifying any “measures” / responses, including provision of bespoke “measures” letter in accordance with the TUPE IN transfer – to include providing customer with template documents to request employee liability information (due diligence) from the “ <u>Transferor</u> ”. As required.
X		Customer to provide all relevant information to HR Connect in preparation for consultation for TUPE IN. 10 working days prior to the consultation meeting.
	X	HR Connect to attend the formal consultation meeting for the TUPE IN process to support you (the Customer (<u>Transferee</u> school lead)). <i>NB. This meeting should be led by the Customer in relation to the relevant “<u>Transferee</u>” responsibilities</i>

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
		In accordance with the TUPE Timeline or where changes are necessary in agreement with HR Connect.
	X	HR Connect to support you (the customer) in identifying any potential issues related to the Employee Liability Information (Due Diligence) for the TUPE IN process. Throughout the lifetime of the transfer.
X		Customer to ensure onboarding information is provided to payroll provider and appropriate checks are made to satisfy legal obligations for new staff TUPE IN process. As required, at the end of the process.

General and Specialist HR Advice & Guidance / Terms & Conditions

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
X		Customer to provide HR Connect with relevant details regarding nature of the issues requiring support. As soon as possible after issue identified.
	X	HR Connect to provide response to you (the Customer) on day-to-day employee relations issues that are not covered within the sections above. Within 3 working days of request made / discussion.

Employee Safeguarding Concerns

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
X		Customer to provide HR Connect with relevant information in relation to safeguarding concern(s) regarding member(s) of staff, including any actions that may have already been taken. As soon as possible after issue identified.
X		Customer to provide HR Connect with a copy of the relevant HR policies and procedures relating to safeguarding, on request, to ensure advice is in line with Customers adopted procedures and statutory processes.

<u>Responsibility</u>		<u>Activity</u>
Customer	HR Connect	
		Within 1 working day.
	X	HR Connect to provide you (the Customer) with initial HR advice and support in relation to the issue or concern. Within 1 working day.
X		Customer to provide HR Connect with relevant and timely updates so that this information can be taken into consideration by HR Connect when providing appropriate advice. At relevant points during the management case when seeking further advice.
	X	HR Connect to provide HR advice and support in accordance with agreed policies and procedures. As required.
	X	HR Connect to support and advise you (the Customer) on HR matters at Position of Trust (POT) and Strategy meetings with multi-partner agencies (LADO, Police, Social Services), when required. In line with LADO timelines and we will endeavour to give priority to serious safeguarding concerns.

7. Service Performance

09:00 – 17:00 Monday to Friday, (excluding English Bank Holidays and the concessionary day which is appended to the Christmas Bank Holidays).

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

Measure	Target
Respond to Emails*	Within 3 working days
Customer Satisfaction	80% positive

*Emails received out of office hours will be considered to have been received the following working day.

8. Service Feedback

At HR Connect we are committed to delivering high quality services and we strive to exceed our customers' expectations.

We value our customers' feedback and want you to let us know when we've done something well; where you think we can make an improvement or other services we could offer.

All feedback is taken seriously and provides us with an opportunity to continuously improve all aspects of our services.

In the unlikely event things go wrong and our service does not meet your expectations, we aim to put this right as quickly as possible and use what we've learnt to make operational improvements. We will always try to resolve any concerns without the need for a formal complaint by working with you to find a satisfactory resolution. Where this is not possible and you wish to pursue it further, you can put your feedback in writing by e-mail to:

accountmanagement@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 the progress of the matter raised 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.

9. 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: N/A**

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

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 HR Connect is the Processor, as defined in the Contract.
Subject matter of the processing	The processing is needed 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 for the period defined in the contract.
Nature and purposes of the processing	<p>The nature of processing will include all operations required in the delivery of the Services. This shall include any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data (whether or not by automated means).</p> <p>The purpose of the processing is to fulfil the Processor's obligations in delivering the Services in accordance with the Contract.</p> <p>This includes:</p> <ul style="list-style-type: none"> • Meeting statutory obligations • Ensuring policies are adhered to • HR casework

	<ul style="list-style-type: none"> • Staff transfers / TUPE • Customer / Customer account management including billing, handling queries and provision of management information as agreed • Review of current practice or services and how they could be improved <p>Information may be obtained from and shared with third parties with whom we liaise in providing the Services (i.e., HMRC / LGPS / Teachers' Pension Scheme / Disclosure and Barring Service / Legal Advisors) or by a representative acting on behalf of the data subject (trade union representative / solicitor), as appropriate.</p> <p>Information may be shared with other parties where a transfer of the business takes place (i.e., TUPE).</p> <p>Information may be shared with law enforcement or other authorities if required by applicable law.</p>
Type of Personal Data being Processed	<p>Personal data relating to the categories of Data Subject below, including:</p> <ul style="list-style-type: none"> • Name • Unique identifiers e.g., employee number • Contact details including email address, phone number, address, and address history • Date and place of birth • Information relating to protected characteristics as defined in the Equality Act 2010 e.g., age, racial or ethnic origin, sex, sexual orientation, marriage and civil partnership, pregnancy, and maternity, religious or similar beliefs, disability, gender reassignment • Information required for recruitment and vetting processes e.g., job applications / CV, referee contact details, criminal record and certificates of good conduct, ID document details, nationality and immigration status information, licences or permits held including a copy of driving licence (where applicable) • Current and historic employment and/or educational details including training, academic and professional qualifications and registrations, details of any conduct, grievance, disciplinary or performance issues, reviews and appraisals, time, and attendance • Health information e.g., occupational health, sickness, and absence records • Continuous service information • Redundancy information • Trade union membership • Financial information including details of salary / benefits, / and National Insurance Number • Details of pension and benefit arrangements • Information relating to use of public social media (in very limited circumstances, to check specific risks for specific functions within the Controller's organisation) – if applicable <p>Survey information from participation in surveys and / or qualitative</p>

	research
Categories of Data Subject	<p>These will include:</p> <ul style="list-style-type: none"> • Prospective, current, and previous employees (including volunteers, agents, and temporary workers and those undertaking work for, or on behalf of the Controller) • Parents, dependants, and those with legal responsibility for the service users – if applicable • Employees of the Controller's 3rd Party suppliers • Students / pupils – if applicable • Website users
Specific processing instructions for Sub-Processing	<ul style="list-style-type: none"> • N/A
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>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</p>

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.