

## Other Legal Teams:

### Procurement

#### **Section Head – Dean Backhouse (224 3702)**

- Advice in relation to contract disputes
- Advice on and preparation of commercial agreements

### Development

#### **Section Head – Bob Pritchard (247 4379)**

- Public Rights of Way issues
- Advice on planning and environment issues in relation to development proposals

### Property & Finance

#### **Section Head – Pat Kelly (247 4398)**

- ‘Service’ tenancies for caretakers/teachers
- Licences for ‘out of hours’ use of school premises
- Leases for shared use of sports facilities
- Advice on boundary disputes, third party rights over schools
- Agreements to give or receive grants
- Partnership agreements with other public sector or private sector organisations

### Debt Recovery

#### **Section Head – Gill Marshall (247 8822)**

- Advice and assistance in respect of the recovery of monies due and unpaid.

### General & Claims Litigation

#### **Section Head – Nicola Murphy (24 74436)**

- Personal Injury to employees and pupils at schools
- Advice and representation in respect of general litigation matters including disputes arising out of allegations of negligence



# Legal Licensing & Registration

**Service Level Agreement  
2010 - 2013**

“Understanding needs.

Offering solutions”

# The Education Law Team:

## **Mary O'Shea - Section Head (0113 24 78991)**

Mary is a Solicitor who has worked for Leeds City Council since 1988 and previously worked in private practice. She has dealt with education law for the past 9 years and has extensive experience of dealing with employment law.

## **Anne Oldroyd – Deputy Section Head (0113 39 51927)**

Anne is a solicitor dealing with employment and education law work. Anne qualified in 1984.

## **Dagmar Leonard - Principal Legal Officer ( 0113 24 74427)**

Dagmar is a solicitor who deals primarily with education law. Dagmar qualified in 1982. She provides legal advice to the Leeds Admissions Forum and to the Leeds Schools Forum.

## **Ian McGoverin - Principal Legal Officer (0113 24 74678)**

Ian is a Solicitor dealing with employment and education law work. Ian qualified in 2006.

**Fax: 0113 24 76902**

## **Sarah Dobson – Senior Legal Officer (0113 24 78848)**

Sarah is the main point of contact for the provision of legal advice to schools.

## **Gregg Shevill – Senior Legal Officer (0113 24 74423)**

Gregg is the secondary point of contact for the provision of legal advice to schools.

## **Manjit Shoker – Clerical Officer (0113 24 74688)**



Pictured left to right:

Front Row - Sarah Dobson, Mary O'Shea, Anne Oldroyd

Back Row - Ian McGoverin, Gregg Shevill, Dagmar Leonard, Robert Brown, Andrew Machin, Francis Milivojevic

All staff members can be contacted by e-mail using the following e-mail address format:  
firstname.surname@leeds.gov.uk

**Under our Service Delivery Agreement you can contact us about any legal query you have, we have dedicated teams specialising in the following areas:**

### **Education Law**

Advice to Schools (for example advice in relation to trespass on school premises, assaults/threats of assault on staff)

Advice to School Governing Bodies

School Admissions

School Exclusions

Special Education Needs

Education Supervision Orders

School Non-Attendance Prosecutions

School Transport issues

School Organisation matters

Advice to the Leeds Admissions Forum and to Leeds Schools Forum

Advice to independent Admission and Exclusion Appeal Panels

Judicial Review Proceedings

Early Years

Criminal Prosecutions

**Employment Law** (You should contact your HR advisors first)

Other legal teams deal with other areas of law  
(see overleaf for further details)

If you are unsure who to contact with your query, please telephone **Sarah Dobson - 0113 24 78848** or **Gregg Shevill - 0113 24 74423** in the first instance

## To The Headteacher

## Service Delivery Agreement

**Legal, Licensing & Registration**  
Civic Hall  
Leeds LS1 1UR

Contact: Sarah Dobson  
Tel: (0113) 247 8848  
Fax: (0113) 247 6902  
Email: sarah.dobson@leeds.gov.uk  
DX No: 715298, Leeds 33  
Our Ref: A72SD/W00009  
Your Ref:

5 May 2010

Dear Headteacher

### **Service Delivery Agreement between Legal Services and Schools - 2010 – 2013**

I enclose a copy of the Service Delivery Agreement for Legal Services for Schools. The Service Delivery Agreement is for a period of 3 years from 01.04.10 to 31.03.13 but you will be requested to pay the fee on an annual basis.

I am pleased to inform you that once again there will be no increase in the core fee payable to Legal Services under the Service Delivery Agreement. In fact, the fee has remained unchanged for a number of years. The fee for the financial year 2010 – 2011 remains £275 for primary schools and £300 for high schools. This fee will be recharged through finance services later in the year.

Please would you complete and return the Agreement immediately upon receipt but by no later than 30<sup>th</sup> April 2010. If you are returning the completed Agreement by post, this should be sent to the address set out above and clearly marked for the attention of Sarah Dobson. If you are faxing the agreement please use a cover sheet which clearly identifies the name of the school.

You should have also been sent an email with a hyperlink to the virtual envopac of the documents enclosed with this letter, as some schools prefer to deal with the Agreement in this way. If you wish to return the Agreement via email and do not have the facility to attach a signature to the email copy, we will accept an email confirming receipt of the agreement and that the school wishes to enter in to the Agreement with Legal Services, providing the person sending the email is the responsible officer named in the Agreement. You will also need to attach to the email a completed copy of the Agreement which includes the name of the school and details of the responsible and instructing officers.

If you contact us for any advice and assistance after 30 April 10 you will be asked if you have returned the completed agreement before any work can be carried out under the Agreement.

Until the Agreement is completed and returned you will be charged at the officer's hourly rate for any work carried out on the school's behalf.

If you have any queries regarding the above or require any advice or assistance as outlined in the Service Delivery Agreement then please contact Sarah Dobson, who is your main point of contact for schools advice, on 0113 24 78848.

I am also enclosing a profile reference sheet for Leeds City Council's Legal, Licensing & Registration service, which provides a summary of what services are included under the Service Delivery Agreement. The sheet also includes a list of contact details for key members of our team to whom you can refer whenever you require legal assistance.

Yours sincerely

Mary O'Shea  
Section Head  
Employment & Education Section

**SERVICE DELIVERY AGREEMENT FOR THE PROVISION OF LEGAL SERVICES**

**BETWEEN**

**LEGAL LICENSING & REGISTRATION  
LEEDS CITY COUNCIL  
(‘LEGAL SERVICES’)**

**AND**

**(‘THE CLIENT’)**

**1. PURPOSE AND DURATION**

This Agreement is to provide the Parties with a clear definition and specification of the legal services the Client can expect from Legal Services detailing the quality, range and cost of those services. The Agreement is for the financial year 1 April 2010 to 31 March 2013

**2. RESPONSIBLE OFFICERS**

The officer having overall responsibility for the provision of legal services by Legal Services under this Agreement is Stuart Turnock, Chief Legal Officer, Legal Licensing & Registration.

The officer having overall responsibility for the Client under this Agreement is:

.....

**3. THE LEGAL SERVICES**

The Range of legal services to be provided under this Agreement is set out in Appendix A.

The Level of legal services to be provided under this Agreement is set out in Appendix B

**4. CONTACT OFFICERS**

The direct point of contact for the services provided under Appendix A (a) is Sarah Dobson, telephone 24 78848, email [sarah.dobson@leeds.gov.uk](mailto:sarah.dobson@leeds.gov.uk) or Gregg Shevill, telephone 24 74423, email [gregg.shevill@leeds.gov.uk](mailto:gregg.shevill@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (b) is Dean Backhouse, telephone 224 3702, email [dean.backhouse@leeds.gov.uk](mailto:dean.backhouse@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (c) is Bob Pritchard, telephone 247 4379, email [robert.pritchard@leeds.gov.uk](mailto:robert.pritchard@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (d) is Pat Kelly, telephone 247 4398, email [pat.kelly@leeds.gov.uk](mailto:pat.kelly@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (e) is Gill Marshall, telephone 247 8822, email [gill.marshall@leeds.gov.uk](mailto:gill.marshall@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (f) is Nicola Murphy, telephone 247 4436 email [nicola.murphy@leeds.gov.uk](mailto:nicola.murphy@leeds.gov.uk)

**In the event that the Client has any uncertainty as to which of the above contact officers is appropriate, the Client should contact Sarah Dobson on 24 78848, email [sarah.dobson@leeds.gov.uk](mailto:sarah.dobson@leeds.gov.uk) or Gregg Shevill on 0113 24 74423, email [gregg.shevill@leeds.gov.uk](mailto:gregg.shevill@leeds.gov.uk) who will then direct the Client to the appropriate contact officer.**

## **5. INSTRUCTIONS**

Instructions from the Client for the provision of legal services under this Agreement may be in writing, by telephone or e-mail from duly authorised officers of the Client who are listed in Appendix C. It shall be assumed that these officers have full authority to instruct and to propose settlement of matters on behalf of the Client.

The Client shall be responsible for identifying precisely the objectives of the Client, that is to say the end result which it is hoped to achieve, and to give clear and comprehensive instructions.

The Client shall supply the fullest possible information including good copies of all relevant documentation.

The Client shall comply with requests for additional information/documentation promptly and to meet any deadlines set.

The Client shall keep Legal Services informed immediately of any changes in circumstances which could affect the merit or validity of a matter, whether or not to the Client's advantage.

The Client shall provide all relevant information including reference to any relevant Legislation Regulations and Ministerial Circulars of which the Client is aware, and shall allow all Client files to be examined by Legal Services where necessary for the purposes of the matter instructed on.

## **6. QUALITY OF SERVICE**

The services will be performed in accordance with:-

- 1) Legal Services' standard operating procedures as applicable.
- 2) Where applicable, the Law Society's Rules for the Professional Conduct of Solicitors and the Law Society's Practice Management Standards.
- 3) The Law Society's Employed Solicitors Code
- 4) Legal Services are accredited to ISO 9001:2000 Quality Management System and the Law Society's Lexcel Practice Management Standard.

With the Client's assistance Legal Services will strive to improve the quality of legal services in accordance with Best Value principles.

Legal Services shall provide the Client with the legal services required under this Agreement and shall exercise all reasonable skill, care and diligence in the performance and discharge of the services and shall perform the services in a conscientious and timely manner.

Legal Services shall assign the work to be provided to an appropriate individual (Case Manager) who will have sound knowledge of the relevant law and procedure and possess the requisite professional skills. The Case Manager to whom the work is assigned shall be within the discretion of Legal Services.

## **7. WORKING RELATIONSHIPS**

Legal Services and the Client shall work together to create a climate of mutual trust and respect.

Legal Services and the Client shall liaise closely in order to understand their respective positions as to demands for legal services and the resources available to undertake them.

The Client shall indicate the level of priority in relation to individual instructions.

Legal Services and the Client shall work together to solve problems jointly.

## **8. REVIEW AND MONITORING**

The Contact Officers and the Responsible Officer for Legal Services under this agreement shall be available to meet with the Client :-

- To review and monitor performance under this Agreement with regard to agreed service standards and benchmarks.
- To review work flows with reference to statistical information in relation to individual tasks and time spent.
- To identify work trends and future requirements .
- To seek to resolve any problems.
- To review complaints and recognise achievements.
- To identify improvements which can be made in the provision of legal services.
- To review standard operating procedures.
- To consider service standards and benchmarks to measure future performance.

## 9. FINANCIAL ARRANGEMENTS

### A) BASIC FEE

Legal Services will provide the core services set out in Appendix A at the Level set out in Appendix B in 2010/11 for the fee of £275 for primary schools and £300 for high schools, such fee to be payable in advance. For each subsequent year of this agreement there will be a fee increase of no more than 3%. Schools will be informed of any increase by the beginning of April in each year.

### B) FEE FOR COURT/TRIBUNAL CASES/ATTENDANCE AT GOVERNORS MEETINGS

Where Court or Tribunal proceedings are brought by the Client against another or brought against the Client once action has commenced, work carried out by Legal Services will be charged at the appropriate hourly rate for the officer dealing with the case - see Appendix D. (NB: this does not apply to Employment Tribunal cases where instructions are provided by Education Leeds HR unless there is a conflict between the school's position and the Local Authority)

Where attendance of a legal officer at Governors meetings or representation at other meetings is required the officer's time will be charged at the officer's rate in Appendix D.

General advice on extended schools issues will be covered by the core fee under Appendix A.

More detailed advice, for example in relation to the setting up of school companies will be charged at the officer's rate in Appendix D.

Appendix D sets out the hourly rates for 2010/11. If the fee increases in subsequent years the increase will be minimal and is unlikely to be more than 3%. Schools will be notified of any increase by the beginning of April each year.

## **C) COSTS AND DISBURSEMENTS**

Incidental costs and disbursements incurred in the provision of legal services will be separately identified and paid for by the Client within 30 days of them being requested.

### **10. USE OF EXTERNAL LAWYERS, COUNSEL AND OTHER EXPERTS**

Where the use of external lawyers, Counsel and other experts is considered by Legal Services to be desirable, this will be discussed between Legal Services and the Client and agreement as to such use will include an indication of the cost. The cost will be the responsibility of the Client.

Where advice of a highly specialised nature is required or where workload demands, it may be desirable to engage an Agent solicitor to supply advice or representation. Prior to instructing such Agents Legal Services shall consult with the Client and indicate to the Client the likely cost of such Agents. The costs incurred under this provision shall be borne by the Client.

### **11. DISPUTES AND COMPLAINTS**

Legal Services and the Client will make every effort to resolve any disputes arising from the provision of legal services under this agreement.

Disputes which cannot be resolved by the Responsible Officers will be referred to a person agreed by Legal Services and the Client whose recommendation will be accepted by both Legal Services and the Client.

Complaints from the Client about Legal Services provided under this agreement will be dealt with by Legal Services in accordance with Legal Services' complaints procedures.

**Signed on behalf of Legal Services:**

**Dated:**

**Signed on behalf of the Client:**

**Dated:**

## APPENDIX A

### RANGE OF SERVICES

#### General Legal Services to be provided

##### (a) Employment, Education Section

Section Head: Mary O'Shea

Contact officers for Schools advice: Sarah Dobson (Tel. 0113 24 78848  
email: [sarah.dobson@leeds.gov.uk](mailto:sarah.dobson@leeds.gov.uk)) and Gregg Shevill (Tel. 0113  
24 74423 email: [gregg.shevill@leeds.gov.uk](mailto:gregg.shevill@leeds.gov.uk))

**Advice to Governors in relation to their powers**

**Advice in relation to Extended schools**

**Advice under the Education Act 1996 in relation to trespass /nuisance on school premises.**

There is provision to prosecute offenders for trespass/nuisance under this Act. Usually, and to have maximum impact, letters warning of legal action are sent out if possible, the same day.

The Section will undertake criminal proceedings on behalf of schools who wish to take action in the Magistrates Court for offences of trespass/nuisance, subject to Paragraph 9B of the Agreement. Summonses in respect of these offences will normally be issued within 10 working days of instructions being received.

**Advice under the Council's Violence at Work policy.**

Letters warning of potential legal action e.g. injunctions/breach of the peace proceedings are sent out to parents/other people who threaten/assault staff. If serious, the police are involved. If there is requisite evidence injunction proceedings may be pursued, subject to Paragraph 9 B in the Agreement.

**Advice in relation to what the school can/can not do regarding parental disputes and similar matters involving pupils.**

For example, providing advice when teachers are asked to give statements/evidence in relation to court proceedings involving pupils.

**Advice in relation to disclosure of school records.**

**Advice in relation to miscellaneous issues regarding pupil/parents**

For example, requests to change a child's name on school records

**Advice on issues and queries relating to local government law in an employment or education context**

**Advice in relation to the legal interpretation of procedures/policies concerning staff/pupils**

**Advice in relation to schools admissions**

**Advice in relation to the exclusion of pupils**

**Advice on all legal issues in relation to internal grievances/disciplinary matters.** Except where Education Leeds HR provide advice to the school under a service delivery agreement, in which case Education Leeds Personnel will contact Legal Services for the necessary advice.

**Advice and representation in relation to Employment Tribunal cases.** Except where Education Leeds HR provide advice to the school under a service delivery agreement, in which case Education Leeds HR will contact Legal Services for the necessary advice.

#### **(b) Contracts Section**

**Procurement Governance and Regulation Manager: Dean Backhouse**  
**(Tel. 0113 243702, email: [dean.backhouse@leeds.gov.uk](mailto:dean.backhouse@leeds.gov.uk))**

**Advice in relation to contract disputes**

**Advice on and preparation of commercial agreements.**

**Negotiations with suppliers and sub-contractors where in legal dispute.**

**Advice on compliance with the Council's contracts procedure rules, the EU Procurement Regulations and Best Value legislation.**

#### **(c) Development Section**

**Section Head: Bob Pritchard (Tel. 0113 24 74379, email: [robert.pritchard@leeds.gov.uk](mailto:robert.pritchard@leeds.gov.uk))**

**Public rights of way issues.**

**Advice on planning / environment issues in relation to any development proposals.**

#### **(d) Property and Finance Section**

**Section Head: Pat Kelly (Tel. 0113 24 74398, email: [pat.kelly@leeds.gov.uk](mailto:pat.kelly@leeds.gov.uk))**

**Advice on trust and charity law issues**

**Legal Aspects of property management**

**'Service' tenancies for caretakers/teachers.**

**Licences for 'out of hours' use of school premises.**

**Leases for shared use of sports facilities.**

**Advice on land and property issues generally including boundary disputes etc**

**Finance**

**Agreements to give or receive grants.**

**'Partnership' agreements with other public sector or private sector organisations.**

**(e) Debt Recovery Section**

**Section Head: Gill Marshall (tel. 0113 24 78822 email: [gill.marshall@leeds.gov.uk](mailto:gill.marshall@leeds.gov.uk))**

**Debt Recovery**

Advice and assistance in respect of the recovery of monies due and unpaid. Requests for advice / representation should be sent to the Section Head

**f) Civil Litigation section**

**Section Head: Nicola Murphy (tel. 0113 24 74436, email: [nicola.murphy@leeds.gov.uk](mailto:nicola.murphy@leeds.gov.uk))**

General Litigation (Team Leader- Karen Blackmore, tel. 0113 39 50700, email: [karen.blackmore@leeds.gov.uk](mailto:karen.blackmore@leeds.gov.uk))

Advice and representation in respect of general litigation matters including contract disputes and disputes arising out of allegations of negligence.

Advice and representation in respect of property and Landlord and Tenant disputes, including trespass and encroachment.

Claims Litigation (Team Leader - Raja Mahmood, tel. 0113 22 43840, email: [raja.mahmood@leeds.gov.uk](mailto:raja.mahmood@leeds.gov.uk))

1. Advice and legal representation in respect of Court proceedings arising out of claims for compensation made by employees or Third Parties who suffer injury or loss as a consequence of the Council's negligence or breach of statutory duty.
2. Advice and representation at Inquests (if requested)
3. Advice and representation in respect of non-litigated claims (actual incidents rather than hypothetical scenarios) when requested.

Please note that requests for general advice in respect of situations that *may* arise in the future, need to be addressed to the relevant Health and Safety Officer (Education Leeds), in order that arrangements may then be made for an appropriate risk assessment to be undertaken by the Schools' Health and Safety department within Education Leeds.

All Letters of Claim and enquiries should be addressed to Frank Morrison, The Insurance Manager, Corporate Services Department, 3<sup>rd</sup> Floor West, Civic Hall, Leeds, LS1 1UR, telephone 0113 247 4407, fax 0113 224 3426.

*NB The Claims Litigation Team DO NOT deal with claims under the schools travel policy, assault claims or claims relating to fire or the theft of school property - these are dealt with by Bob Davison, Deputy Insurance Manager,*

Department of Finance, 3<sup>rd</sup> Floor West, Civic Hall, Leeds LS1 1UR, telephone 0113 3951943.

---

Please note that any requests for advice relating to Data Protection and Freedom of Information requests should be referred to the Information Policy section of Education Leeds.

Telephone: 0113 247 7889  
0113 224 3615  
0113 395 0782  
0113 395 0780

## APPENDIX B

### Level of Service Provision

Telephone Advice - Legal Services will be contactable by telephone on normal working days between the hours of 9.00 a.m. and 5.00 p.m. Where an appropriate Case Manager is available immediate advice will be given. Where such a Case Manager is not available advice will be given as soon as possible.

Written Advice - where required advice given over the telephone will be confirmed in writing within 3 working days. Correspondence seeking legal advice will be acknowledged and advice shall be given within 10 working days, or as otherwise agreed with the client.

Face to Face Advice - where it is agreed that a meeting would be appropriate where advice is to be given such a meeting will take place at the premises of Legal Services. If the client requires a meeting at their premises Legal Services shall charge for the time spent travelling to the meeting at the rate of £25 per hour and for travelling expenses at the standard Leeds City Council rate.

Trespass/Nuisance - to provide assistance to schools in the drafting of correspondence in relation to trespass/nuisance matters within 2 working days as per the Employment & Education Section's service standards.

Preparation of Documents - the preparation of standard documentation such as contracts in non complex matters is covered by this Agreement. Complex documentation will either be prepared by Legal Services for the hourly rate of the Case Manager or by external providers when the actual charge made by those providers will be met by the client.

Representation - Representation in any Court/Tribunal case will be charged at the hourly rate of the Case Manager if provided by a member of Legal Services or at the actual charge incurred if provided by an external provider.

Disbursements - all disbursements, including Court Fees, Search Fees, Process Servers and Stamp Duty will be payable by the Client.

Use of external lawyers, Counsel and other experts - where this is considered by Legal Services to be desirable, this will be discussed between Legal Services and the Client and agreement as to such use will include an indication of the cost. The cost will be the responsibility of the Client.

Where advice of a highly specialised nature is required or where workload demands, it may be desirable to engage an Agent solicitor to supply advice or representation. Prior to instructing such Agents Legal Services shall consult with the Client and indicate to the Client the likely cost of such Agents. The costs incurred under this provision shall be borne by the Client.

Governors' Meetings - attendance at Governors' Meetings necessary is not covered by the core fee but can be arranged and will be charged at the officer's hourly rate as set out in Appendix D.

Negotiations - The conduct of negotiations are included in this agreement where the financial value of the subject matter of the negotiations does not exceed £50,000. Where that sum is exceeded external providers may be used at the discretion of Legal Services and the costs of those providers will be met by the client.

**Authorised Instructing Officers**

## APPENDIX D

### Charge out Rates for 2010/11

<b>GRADE</b>	<b>CHARGE 2010/11 £</b>
CLO	96
HOS	92
CG (PO6 grade)	85
PO6	85
PO5	79
PO4	76
PO3	74
PO2	65
PO1	62
SO2	57
S01	54
C3	45
C1/2	43
B3	40
B1/2	34
A1/3	31

**SERVICE DELIVERY AGREEMENT FOR THE PROVISION OF LEGAL SERVICES**

**BETWEEN**

**LEGAL LICENSING & REGISTRATION  
LEEDS CITY COUNCIL  
(‘LEGAL SERVICES’)**

**AND**

**(‘THE CLIENT’)**

**1. PURPOSE AND DURATION**

This Agreement is to provide the Parties with a clear definition and specification of the legal services the Client can expect from Legal Services detailing the quality, range and cost of those services. The Agreement is for the financial year 1 April 2010 to 31 March 2013

**2. RESPONSIBLE OFFICERS**

The officer having overall responsibility for the provision of legal services by Legal Services under this Agreement is Stuart Turnock, Chief Legal Officer, Legal Licensing & Registration.

The officer having overall responsibility for the Client under this Agreement is:

.....

**3. THE LEGAL SERVICES**

The Range of legal services to be provided under this Agreement is set out in Appendix A.

The Level of legal services to be provided under this Agreement is set out in Appendix B

**4. CONTACT OFFICERS**

The direct point of contact for the services provided under Appendix A (a) is Sarah Dobson, telephone 24 78848, email [sarah.dobson@leeds.gov.uk](mailto:sarah.dobson@leeds.gov.uk) or Gregg Shevill, telephone 24 74423, email [gregg.shevill@leeds.gov.uk](mailto:gregg.shevill@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (b) is Dean Backhouse, telephone 224 3702, email [dean.backhouse@leeds.gov.uk](mailto:dean.backhouse@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (c) is Bob Pritchard, telephone 247 4379, email [robert.pritchard@leeds.gov.uk](mailto:robert.pritchard@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (d) is Pat Kelly, telephone 247 4398, email [pat.kelly@leeds.gov.uk](mailto:pat.kelly@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (e) is Gill Marshall, telephone 247 8822, email [gill.marshall@leeds.gov.uk](mailto:gill.marshall@leeds.gov.uk)

The direct point of contact for the services provided under Appendix A (f) is Nicola Murphy, telephone 247 4436 email [nicola.murphy@leeds.gov.uk](mailto:nicola.murphy@leeds.gov.uk)

**In the event that the Client has any uncertainty as to which of the above contact officers is appropriate, the Client should contact Sarah Dobson on 24 78848, email [sarah.dobson@leeds.gov.uk](mailto:sarah.dobson@leeds.gov.uk) or Gregg Shevill on 0113 24 74423, email [gregg.shevill@leeds.gov.uk](mailto:gregg.shevill@leeds.gov.uk) who will then direct the Client to the appropriate contact officer.**

## **5. INSTRUCTIONS**

Instructions from the Client for the provision of legal services under this Agreement may be in writing, by telephone or e-mail from duly authorised officers of the Client who are listed in Appendix C. It shall be assumed that these officers have full authority to instruct and to propose settlement of matters on behalf of the Client.

The Client shall be responsible for identifying precisely the objectives of the Client, that is to say the end result which it is hoped to achieve, and to give clear and comprehensive instructions.

The Client shall supply the fullest possible information including good copies of all relevant documentation.

The Client shall comply with requests for additional information/documentation promptly and to meet any deadlines set.

The Client shall keep Legal Services informed immediately of any changes in circumstances which could affect the merit or validity of a matter, whether or not to the Client's advantage.

The Client shall provide all relevant information including reference to any relevant Legislation Regulations and Ministerial Circulars of which the Client is aware, and shall allow all Client files to be examined by Legal Services where necessary for the purposes of the matter instructed on.

## **6. QUALITY OF SERVICE**

The services will be performed in accordance with:-

- 1) Legal Services' standard operating procedures as applicable.
- 2) Where applicable, the Law Society's Rules for the Professional Conduct of Solicitors and the Law Society's Practice Management Standards.
- 3) The Law Society's Employed Solicitors Code
- 4) Legal Services are accredited to ISO 9001:2000 Quality Management System and the Law Society's Lexcel Practice Management Standard.

With the Client's assistance Legal Services will strive to improve the quality of legal services in accordance with Best Value principles.

Legal Services shall provide the Client with the legal services required under this Agreement and shall exercise all reasonable skill, care and diligence in the performance and discharge of the services and shall perform the services in a conscientious and timely manner.

Legal Services shall assign the work to be provided to an appropriate individual (Case Manager) who will have sound knowledge of the relevant law and procedure and possess the requisite professional skills. The Case Manager to whom the work is assigned shall be within the discretion of Legal Services.

## **7. WORKING RELATIONSHIPS**

Legal Services and the Client shall work together to create a climate of mutual trust and respect.

Legal Services and the Client shall liaise closely in order to understand their respective positions as to demands for legal services and the resources available to undertake them.

The Client shall indicate the level of priority in relation to individual instructions.

Legal Services and the Client shall work together to solve problems jointly.

## **8. REVIEW AND MONITORING**

The Contact Officers and the Responsible Officer for Legal Services under this agreement shall be available to meet with the Client :-

- To review and monitor performance under this Agreement with regard to agreed service standards and benchmarks.
- To review work flows with reference to statistical information in relation to individual tasks and time spent.
- To identify work trends and future requirements .
- To seek to resolve any problems.
- To review complaints and recognise achievements.
- To identify improvements which can be made in the provision of legal services.
- To review standard operating procedures.
- To consider service standards and benchmarks to measure future performance.

## 9. FINANCIAL ARRANGEMENTS

### A) BASIC FEE

Legal Services will provide the core services set out in Appendix A at the Level set out in Appendix B in 2010/11 for the fee of £275 for primary schools and £300 for high schools, such fee to be payable in advance. For each subsequent year of this agreement there will be a fee increase of no more than 3%. Schools will be informed of any increase by the beginning of April in each year.

### B) FEE FOR COURT/TRIBUNAL CASES/ATTENDANCE AT GOVERNORS MEETINGS

Where Court or Tribunal proceedings are brought by the Client against another or brought against the Client once action has commenced, work carried out by Legal Services will be charged at the appropriate hourly rate for the officer dealing with the case - see Appendix D. (NB: this does not apply to Employment Tribunal cases where instructions are provided by Education Leeds HR unless there is a conflict between the school's position and the Local Authority)

Where attendance of a legal officer at Governors meetings or representation at other meetings is required the officer's time will be charged at the officer's rate in Appendix D.

General advice on extended schools issues will be covered by the core fee under Appendix A.

More detailed advice, for example in relation to the setting up of school companies will be charged at the officer's rate in Appendix D.

Appendix D sets out the hourly rates for 2010/11. If the fee increases in subsequent years the increase will be minimal and is unlikely to be more than 3%. Schools will be notified of any increase by the beginning of April each year.

## **C) COSTS AND DISBURSEMENTS**

Incidental costs and disbursements incurred in the provision of legal services will be separately identified and paid for by the Client within 30 days of them being requested.

### **10. USE OF EXTERNAL LAWYERS, COUNSEL AND OTHER EXPERTS**

Where the use of external lawyers, Counsel and other experts is considered by Legal Services to be desirable, this will be discussed between Legal Services and the Client and agreement as to such use will include an indication of the cost. The cost will be the responsibility of the Client.

Where advice of a highly specialised nature is required or where workload demands, it may be desirable to engage an Agent solicitor to supply advice or representation. Prior to instructing such Agents Legal Services shall consult with the Client and indicate to the Client the likely cost of such Agents. The costs incurred under this provision shall be borne by the Client.

### **11. DISPUTES AND COMPLAINTS**

Legal Services and the Client will make every effort to resolve any disputes arising from the provision of legal services under this agreement.

Disputes which cannot be resolved by the Responsible Officers will be referred to a person agreed by Legal Services and the Client whose recommendation will be accepted by both Legal Services and the Client.

Complaints from the Client about Legal Services provided under this agreement will be dealt with by Legal Services in accordance with Legal Services' complaints procedures.

**Signed on behalf of Legal Services:**

**Dated:**

**Signed on behalf of the Client:**

**Dated:**

## APPENDIX A

### RANGE OF SERVICES

#### General Legal Services to be provided

##### (a) Employment, Education Section

Section Head: Mary O'Shea

Contact officers for Schools advice: Sarah Dobson (Tel. 0113 24 78848  
email: [sarah.dobson@leeds.gov.uk](mailto:sarah.dobson@leeds.gov.uk)) and Gregg Shevill (Tel. 0113  
24 74423 email: [gregg.shevill@leeds.gov.uk](mailto:gregg.shevill@leeds.gov.uk))

**Advice to Governors in relation to their powers**

**Advice in relation to Extended schools**

**Advice under the Education Act 1996 in relation to trespass /nuisance on school premises.**

There is provision to prosecute offenders for trespass/nuisance under this Act. Usually, and to have maximum impact, letters warning of legal action are sent out if possible, the same day.

The Section will undertake criminal proceedings on behalf of schools who wish to take action in the Magistrates Court for offences of trespass/nuisance, subject to Paragraph 9B of the Agreement. Summonses in respect of these offences will normally be issued within 10 working days of instructions being received.

**Advice under the Council's Violence at Work policy.**

Letters warning of potential legal action e.g. injunctions/breach of the peace proceedings are sent out to parents/other people who threaten/assault staff. If serious, the police are involved. If there is requisite evidence injunction proceedings may be pursued, subject to Paragraph 9 B in the Agreement.

**Advice in relation to what the school can/can not do regarding parental disputes and similar matters involving pupils.**

For example, providing advice when teachers are asked to give statements/evidence in relation to court proceedings involving pupils.

**Advice in relation to disclosure of school records.**

**Advice in relation to miscellaneous issues regarding pupil/parents**

For example, requests to change a child's name on school records

**Advice on issues and queries relating to local government law in an employment or education context**

**Advice in relation to the legal interpretation of procedures/policies concerning staff/pupils**

**Advice in relation to schools admissions**

**Advice in relation to the exclusion of pupils**

**Advice on all legal issues in relation to internal grievances/disciplinary matters.** Except where Education Leeds HR provide advice to the school under a service delivery agreement, in which case Education Leeds Personnel will contact Legal Services for the necessary advice.

**Advice and representation in relation to Employment Tribunal cases.** Except where Education Leeds HR provide advice to the school under a service delivery agreement, in which case Education Leeds HR will contact Legal Services for the necessary advice.

#### **(b) Contracts Section**

**Procurement Governance and Regulation Manager: Dean Backhouse**  
**(Tel. 0113 243702, email: [dean.backhouse@leeds.gov.uk](mailto:dean.backhouse@leeds.gov.uk))**

**Advice in relation to contract disputes**

**Advice on and preparation of commercial agreements.**

**Negotiations with suppliers and sub-contractors where in legal dispute.**

**Advice on compliance with the Council's contracts procedure rules, the EU Procurement Regulations and Best Value legislation.**

#### **(c) Development Section**

**Section Head: Bob Pritchard (Tel. 0113 24 74379, email: [robert.pritchard@leeds.gov.uk](mailto:robert.pritchard@leeds.gov.uk))**

**Public rights of way issues.**

**Advice on planning / environment issues in relation to any development proposals.**

#### **(d) Property and Finance Section**

**Section Head: Pat Kelly (Tel. 0113 24 74398, email: [pat.kelly@leeds.gov.uk](mailto:pat.kelly@leeds.gov.uk))**

**Advice on trust and charity law issues**

**Legal Aspects of property management**

**'Service' tenancies for caretakers/teachers.**

**Licences for 'out of hours' use of school premises.**

**Leases for shared use of sports facilities.**

**Advice on land and property issues generally including boundary disputes etc**

**Finance**

**Agreements to give or receive grants.**

**'Partnership' agreements with other public sector or private sector organisations.**

**(e) Debt Recovery Section**

**Section Head: Gill Marshall (tel. 0113 24 78822 email: [gill.marshall@leeds.gov.uk](mailto:gill.marshall@leeds.gov.uk))**

**Debt Recovery**

Advice and assistance in respect of the recovery of monies due and unpaid. Requests for advice / representation should be sent to the Section Head

**f) Civil Litigation section**

**Section Head: Nicola Murphy (tel. 0113 24 74436, email: [nicola.murphy@leeds.gov.uk](mailto:nicola.murphy@leeds.gov.uk))**

General Litigation (Team Leader- Karen Blackmore, tel. 0113 39 50700, email: [karen.blackmore@leeds.gov.uk](mailto:karen.blackmore@leeds.gov.uk))

Advice and representation in respect of general litigation matters including contract disputes and disputes arising out of allegations of negligence.

Advice and representation in respect of property and Landlord and Tenant disputes, including trespass and encroachment.

Claims Litigation (Team Leader - Raja Mahmood, tel. 0113 22 43840, email: [raja.mahmood@leeds.gov.uk](mailto:raja.mahmood@leeds.gov.uk))

1. Advice and legal representation in respect of Court proceedings arising out of claims for compensation made by employees or Third Parties who suffer injury or loss as a consequence of the Council's negligence or breach of statutory duty.
2. Advice and representation at Inquests (if requested)
3. Advice and representation in respect of non-litigated claims (actual incidents rather than hypothetical scenarios) when requested.

Please note that requests for general advice in respect of situations that *may* arise in the future, need to be addressed to the relevant Health and Safety Officer (Education Leeds), in order that arrangements may then be made for an appropriate risk assessment to be undertaken by the Schools' Health and Safety department within Education Leeds.

All Letters of Claim and enquiries should be addressed to Frank Morrison, The Insurance Manager, Corporate Services Department, 3<sup>rd</sup> Floor West, Civic Hall, Leeds, LS1 1UR, telephone 0113 247 4407, fax 0113 224 3426.

*NB The Claims Litigation Team DO NOT deal with claims under the schools travel policy, assault claims or claims relating to fire or the theft of school property - these are dealt with by Bob Davison, Deputy Insurance Manager,*

Department of Finance, 3<sup>rd</sup> Floor West, Civic Hall, Leeds LS1 1UR, telephone 0113 3951943.

---

Please note that any requests for advice relating to Data Protection and Freedom of Information requests should be referred to the Information Policy section of Education Leeds.

Telephone: 0113 247 7889  
0113 224 3615  
0113 395 0782  
0113 395 0780

## APPENDIX B

### Level of Service Provision

Telephone Advice - Legal Services will be contactable by telephone on normal working days between the hours of 9.00 a.m. and 5.00 p.m. Where an appropriate Case Manager is available immediate advice will be given. Where such a Case Manager is not available advice will be given as soon as possible.

Written Advice - where required advice given over the telephone will be confirmed in writing within 3 working days. Correspondence seeking legal advice will be acknowledged and advice shall be given within 10 working days, or as otherwise agreed with the client.

Face to Face Advice - where it is agreed that a meeting would be appropriate where advice is to be given such a meeting will take place at the premises of Legal Services. If the client requires a meeting at their premises Legal Services shall charge for the time spent travelling to the meeting at the rate of £25 per hour and for travelling expenses at the standard Leeds City Council rate.

Trespass/Nuisance - to provide assistance to schools in the drafting of correspondence in relation to trespass/nuisance matters within 2 working days as per the Employment & Education Section's service standards.

Preparation of Documents - the preparation of standard documentation such as contracts in non complex matters is covered by this Agreement. Complex documentation will either be prepared by Legal Services for the hourly rate of the Case Manager or by external providers when the actual charge made by those providers will be met by the client.

Representation - Representation in any Court/Tribunal case will be charged at the hourly rate of the Case Manager if provided by a member of Legal Services or at the actual charge incurred if provided by an external provider.

Disbursements - all disbursements, including Court Fees, Search Fees, Process Servers and Stamp Duty will be payable by the Client.

Use of external lawyers, Counsel and other experts - where this is considered by Legal Services to be desirable, this will be discussed between Legal Services and the Client and agreement as to such use will include an indication of the cost. The cost will be the responsibility of the Client.

Where advice of a highly specialised nature is required or where workload demands, it may be desirable to engage an Agent solicitor to supply advice or representation. Prior to instructing such Agents Legal Services shall consult with the Client and indicate to the Client the likely cost of such Agents. The costs incurred under this provision shall be borne by the Client.

Governors' Meetings - attendance at Governors' Meetings necessary is not covered by the core fee but can be arranged and will be charged at the officer's hourly rate as set out in Appendix D.

Negotiations - The conduct of negotiations are included in this agreement where the financial value of the subject matter of the negotiations does not exceed £50,000. Where that sum is exceeded external providers may be used at the discretion of Legal Services and the costs of those providers will be met by the client.

**Authorised Instructing Officers**

## APPENDIX D

### Charge out Rates for 2010/11

<b>GRADE</b>	<b>CHARGE 2010/11 £</b>
CLO	96
HOS	92
CG (PO6 grade)	85
PO6	85
PO5	79
PO4	76
PO3	74
PO2	65
PO1	62
SO2	57
S01	54
C3	45
C1/2	43
B3	40
B1/2	34
A1/3	31