



**ICT & Digital for Schools**  
Service Level Agreement

2022-2023



## Document control

The table below shows the changes to this document.

Version	Date Released	Change Notice	Pages Affected	Remarks
1.0	2 <sup>nd</sup> August 2019	New Document	ALL	Creation of first draft of new SLA standard document.
1.1	17 <sup>th</sup> February 2021	First Issue	All	First issue to customers.
1.2	17 <sup>th</sup> January 2022	Updates for new SLA year	18	<ul style="list-style-type: none"><li>• New branding added.</li><li>• KPI updated from to 80% calls answered in 60 seconds, from 80% in 20 seconds.</li><li>• Census figures taken from January not October.</li><li>• Updated definition of Free School.</li><li>• Added sentence regarding process for incorrect request type.</li><li>• General updates and fixed hyperlinks.</li><li>• Invoice schedule.</li></ul>

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# 1 Introduction

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This document records the services provided by ICT & Digital to support business operations at **[name of school]**. It defines the agreed levels of service you can expect to receive as well as your obligations as a service customer.

The agreement is formally reviewed at least once every 12 months and updated with any changes made to the services during the preceding year. The Head of ICT and Digital is responsible for ensuring the review takes place.

## 2 About this Agreement

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### 2.1 Parties to the Agreement

This agreement is made between Coventry City Council's **ICT & Digital Service** and **[name or group of schools.]**

### 2.2 Length of Agreement

This agreement runs from **[DATE]** to **[DATE]**

### 2.3 Review of Agreement

This agreement will be reviewed by Coventry City Council each financial year.

### 2.4 Termination of Agreement

Either party may cancel this agreement at any time, and subject to the following:

- a. The party wishing to cancel shall do so by giving the other party a written notice indicating the cancellation of this agreement.
- b. The effective date of cancellation shall be 90 days after the date on which the notice is given or later as indicated in the notice.
- c. The council may cancel the agreement where a customer is in fundamental breach of this agreement.

### 2.5 Consequences of cancellation

- a. Each party ('X') shall return to the other party ('Y') any property of Y which X holds or controls at the time for purposes mainly connected with this Agreement.
- b. All rights, liabilities and obligations which had arisen or accrued before cancellation, including any interest accruing on any such liabilities.
- c. All other rights and obligations under this Agreement which are indicated (or clearly implied) to continue after cancellation. These shall continue until they expire, are carried out or indefinitely, as relevant according to the nature of the right or obligation.
- d. The school will be liable to pay all moneys outstanding for the term of the agreement.

- e. Schools will be liable for any charges relating to their cancellation. For Local Authority maintained schools, Coventry City Council holds the SIMS and FMS licence with the software supplier, therefore additional costs may be payable either to Coventry City Council or the software supplier on the termination of this agreement.

## 2.6 Service Charges

Charges are notified to each school during the SLA setting period as advised by the local authority and can be found on our website at <https://www.coventry.gov.uk/services-schools>

Where service element charges relate to pupil numbers, ICT & Digital will use the pupil numbers provided as part of your school census in the preceding October or January.

Work not covered by the SLA, where a different charge is not specified will be charged per hour or part thereof at our published 'Ad Hoc' rate.

## 2.7 Invoices

Invoices for our services are usually issued: -

Customer Type	Invoice Issue Schedule
<b>Maintained Schools</b>	Summer Term
<b>Academy Schools</b>	Summer Term Covering the period 01/04 to 31/08  Autumn Term Covering the period 01/09 – 31/03

### 3 Definitions

The following terms are used within this agreement and have the following meaning.

Defined Term	Definition
<b>Academy School</b>	For purposes of this document an 'academy school' is any school not maintained by Coventry City Council such as an academy, free school, independent school, non-maintained special school, maintained school maintained by another local authority other than Coventry City Council or similar.
<b>Annual Subscription Fee</b>	The charges payable from time to time by the School to the Council according to this Agreement, particularly clause 2.
<b>Data Protection Legislation</b>	The Data Protection Act 2018 (DPA) and the General Data Protection Regulation (GDPR) as amended, replaced, or superseded from time to time unless and until the DPA and / or GDPR are no longer directly applicable in the UK. This definition includes any national implementing laws, regulations, and secondary legislation, as amended, or updated from time to time, in the UK and then any successor legislation to the GDPR or the DPA, and all guidance, standards and codes of practice published by the Information Commissioner's Office, or any replacement body, which relate to data protection. Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Data Protection Officer take the meaning given in the Data Protection Legislation.
<b>Free School</b>	A free school in England is a type of academy established since 2010 under the Government's free school policy initiative. For the purpose of this document free schools are treated as academies.
<b>Intellectual Property</b>	Copyright, trademarks (whether registered or otherwise), service marks (whether registered or otherwise), patents, design rights (whether capable of registration or otherwise), registered designs, domain names, know how rights, rights in relation to databases, trade secrets, rights to sue for passing off, Confidential Information, and all other relevant intellectual property rights as ordinarily recognised as such throughout and in any parts of the world, and in relation to the items so listed in this definition, all registrations, pending registrations, reversions, extensions and renewals of such rights.
<b>Law</b>	Any statute, regulation or other subordinate legislation, directive or other European instrument, industry code of conduct, treaty, judgement or other court order, rule of common law or equity, guidance or the like issued by authorised government bodies (whether legally binding or not), or anything else having a legally binding effect on the respective activities connected with this Agreement of either or both of the parties (as the context requires).

Defined Term	Definition
<b>Losses</b>	All losses, damages, costs, charges, and expenses incurred by the relevant party in the relevant circumstances to which the context refers, whether in tort, contract, by Law or otherwise including, where relevant, third party claims, liabilities, demands, proceedings, interest, penalties and fines, damage to property, death or personal injury, and full legal costs charged on a solicitor-client basis but does not include losses listed in clause (e).
<b>Maintained School</b>	For the purposes of this document a 'maintained school' is defined as a school maintained by Coventry City Council, this includes Community Schools, LA Nursery School, Pupil Referral Units, Voluntary Aided, Voluntary Controlled and Foundation Schools.
<b>School Personal Data</b>	Personal data in relation to which the School is the data controller which comes into the possession or control of the Council (as data processor) from time to time in connection with this Agreement.
<b>Services</b>	Services listed in section 4.
<b>Subscription Year</b>	Each year of this Agreement commencing on the commencement date indicated in clause (5a/b) or on each anniversary of that date, as relevant.
<b>Third Party System</b>	Defined as any device, hardware, component, application software that has been or will be installed and configured by individuals or companies as contracted by the school other than Coventry City Council.



## 4 Subscribed Services

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This agreement covers the IT services listed in this section which are provided by ICT & Digital and to which your school has subscribed.

### 4.1 Services Subscribed

Full-service descriptions are available in the appendix (section 13) of this document.

Service Title	Qty
<b>On subscription to a service, this page and appendix 13 will be completed with the relevant subscriptions and service definitions.</b>	

### 4.2 The following services are available for an additional charge

Full-service descriptions are available are available on our website.

Service Title
<b>On subscription to a service, this page and appendix 13 will be completed with the relevant subscriptions and service definitions.</b>

### 4.3 The following services as specifically excluded from this agreement

Full-service descriptions are available are available on our website.

Service Title
<b>On subscription to a service, this page and appendix 13 will be completed with the relevant subscriptions and service definitions.</b>

## 5 Accessing the Service

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### 5.1 Contact Details

You can contact the service via telephone or email.

Type of Query	Contact Details
<b>Incident</b>	Tel: <b>024 7678 6620</b> Email: <a href="mailto:schoolsict@coventry.gov.uk">schoolsict@coventry.gov.uk</a>
<b>Service Request</b>	Tel: <b>024 7678 6620</b> Email: <a href="mailto:schoolsictrequest@coventry.gov.uk">schoolsictrequest@coventry.gov.uk</a>
<b>Course Booking</b>	Tel: <b>024 7678 6620</b> Email: <a href="mailto:simscoursebooking@coventry.gov.uk">simscoursebooking@coventry.gov.uk</a> Web: <a href="http://www.coventry.gov.uk/schoolsict">www.coventry.gov.uk/schoolsict</a>
<b>General Enquiry</b>	Tel: <b>024 7678 6620</b> Email: <a href="mailto:ictschoolreply@coventry.gov.uk">ictschoolreply@coventry.gov.uk</a> or <a href="mailto:odm@coventry.gov.uk">odm@coventry.gov.uk</a> Web: <a href="http://www.coventry.gov.uk/schoolsict">www.coventry.gov.uk/schoolsict</a>
<b>SLA Queries</b>	Tel: <b>024 7697 5493</b> Email: <a href="mailto:ictschoolreply@coventry.gov.uk">ictschoolreply@coventry.gov.uk</a> Web: <a href="https://www.coventry.gov.uk/ictslas">https://www.coventry.gov.uk/ictslas</a>
<b>Complaints and Compliments</b>	Please see section 11.4.

### 5.2 What will happen when you contact us?

The ICT & Digital Service desk is your first point of contact with us if you have an issue, fault, or general query about ICT and Digital Services. You can find the contact details in section 5.1.

All incidents and requests reported to the service desk are automatically logged into the central ICT Support call logging system which allows progress monitoring and subsequent analysis. Customers will be provided with an individual call reference number for each incident logged. This allows customers and ICT Staff to locate and track all activities related to an incident.

Each incident or service request will be logged to a separate ticket.

ICT and Digital will not start working on an issue until an appropriate ticket record has been created. If a ticket is raised as an Incident but on investigation should be a Service Request, (or Vice Versa) ICT and Digital will convert the request and appropriate resolution times will apply.

We request that you do not contact individual ICT Staff directly without a reference number being generated by our service desk.

Service Desk personnel may wish to resolve incidents using Remote Support software, allowing ICT staff to take "remote control" of PCs. This may assist the speed with which problems are resolved.

Should it not be possible to resolve the problem immediately, then the priority will be agreed with the caller and the incident passed to the appropriate specialist or third-party support provider.

### 5.3 Opening Times

The service is available during the following times:

Day	Opening Times
<b>Monday - Thursday</b>	0800 - 1700
<b>Friday</b>	0800 - 1630

When the service desk is closed incidents can still be logged by email and these will be actioned when the service desk next reopens.

### 5.4 Closure Dates

- The service will not be available on English Public Holidays.
- The service is not available on weekends or outside of the opening times provided in section 5.3.
- The service will not be available between **25<sup>th</sup> December** and **1<sup>st</sup> January** (inclusive).

### 5.5 Out of Hours Service

This agreement does not cover out of hours service. However, high-profile city-wide incidents (e.g. Internet access down) can be reported to our out of hours support service by calling our service desk on the usual number.

For any other requests, which ICT & Digital do not consider to be high priority, the customer will be asked to call back when the service reopens. Alternatively, these requests can be made via email and will be completed when the service reopens.

## 6 Incidents

Incidents are defined as any event not part of the standard operation of a service which causes, or may cause, an interruption to, or a reduction in, the quality of the service.

### 6.1 Contacting Us

The ICT & Digital Service desk is your first point of contact with us if you have an issue, fault or general query about IT services. You can find the contact details in section 5.1.

Where you believe your incident to be of a critical priority, we suggest that you contact us by telephone as this will help us to provide the quickest service to you.

### 6.2 Prioritisation of Incidents

When you raise an incident with us, we will assess the severity and impact of the issue and assign a priority to it. This helps ICT and Digital to target support to the most important incidents first. We will use the following scale:

Priority	Description	Examples	Target Resolution Time
1	Mission Critical	Service is unavailable; business area cannot function; or the failure of a business-critical activity, such as a whole site network down, or a critical application is impacting one or more council sites; safeguarding issue.	0 – 4 Service Desk Hours
2	Major Impacting	Service is adversely affected; or there is a major business area impact which directly or indirectly affects multiple users, impacting one or more sites.	0 – 7 Service Desk Hours
3	Moderate Impacting	Minor Service disruption such as individual desktop faulty or printer not working, single customer impacting, may prevent them from working or completing key work.	0 – 3 Working days
4	Low Impact	Low Impact – Customer can continue to work.	0 – 5 Working days

### 6.3 Resolving your issue

ICT and Digital staff will start to work on your issue as soon as it is assigned to an analyst. We will keep you up to date throughout the process.

From time to time, we may require extra information from you to enable us to resolve your query. It is important that you provide this information in a timely manner.

In circumstances where we cannot get in touch with you, or you fail to respond we will mark your incident ticket as resolved after 3 working days and we will stop working on it. If you then subsequently get back in touch again, we will raise a new incident record and our SLA clock will restart.

Once an issue is fixed or a suitable work around is provided, we will mark your incident as resolved and provide the details of the fix or workaround to you.

## 6.4 Re-opening Tickets

If you believe we have not resolved an incident after it has been marked as 'Resolved' you can request that your incident is re-opened by contacting our service desk with your reference number. Incidents which have been resolved for more than five working days cannot be re-opened.

## 6.5 Major Incident Management

Where an incident is deemed to be either a Priority 1 or Priority 2, ICT & Digital will trigger our Major Incident Management Process (MIM). A major incident is a high-impact, high-urgency event that affects one or more critical services. Given the urgency of the situation, a well-coordinated response process is required to accelerate the resolution and minimise the business impact.

Where customers identify a P1 or P2 issue, we recommend, that customers telephone our service desk rather than email, this will enable quicker investigation of the issue.

- Once identified as a P1/P2 the incident will be allocated to a support team for resolution, the ICT Operational Delivery Manager will also be notified.
- If on investigation an incident is not deemed to be a P1/P2 then it will be 'downgraded' to either a P3 or P4 depending on ICT & Digital's classification matrix – see section 6.2.
- Once transferred to a support team, an initial period of 30 minutes of triage time is allocated. During this time ICT & Digital staff will investigate the issue and plan a course of action.
- Updates will be provided at 30-minute intervals (unless a different period is agreed with you).
- Once a major incident is resolved, ICT & Digital will compile a Major Incident Report (MIR). The purpose is to analyse the incident and understand what can be done to prevent a similar incident(s) in the future. This review also provides an opportunity to evaluate the incident response process and identify areas for improvement.
- Completed MIRs will be shared with customers.
- In some circumstances a MIR will not be produced, where this is the case ICT & Digital will advise the reasons why.

## 6.6 Escalations to Third Parties

From time to time, we may need to contact a third-party support provider to obtain a fix for your issue. In these circumstances we will let you know that we have done this and when you are likely to receive a response from them. The third-party support providers we work with often have different time frames for resolution than we do, so there may be an extended delay before you receive a response to your query.

Please note the following:

- The Resolution Times will be suspended until such times as the incident is handed back to ICT & Digital.
- ICT & Digital will manage the 3rd party, and where applicable ensure the 3rd party operate within their Service Level Agreement with Coventry City Council ICT & Digital.
- We will be pro-active in communicating changes in status or issues.

## 7 Service Requests

Service Requests are defined as the request for something new.

### 7.1 Contacting Us

The ICT & Digital Service desk is your first point of contact with us if you would like to request something new. You can find the contact details in section 5.1.

In busy periods we will prioritise Incidents above Service Requests to ensure that customers who are struggling to work because of a fault will be helped first. However, where your request is urgent, we recommend that you contact us by telephone. This will enable us to provide the quickest possible service.

### 7.2 Service Requests Target Resolution Time

There are two types of service request, Standard and Project. A standard service request covers requests provided as part of the services purchased. A project SR is a request for services provided outside of the SLA and is usually chargeable.

Priority	Type	Examples / Further Details	Target Maximum Resolution Time
<b>SR</b>	Standard	<ul style="list-style-type: none"><li>Moves of equipment</li><li>Orders for new facilities e.g., equipment/software</li><li>Requests for changes to existing applications</li><li>Request for a SIMS upgrade</li><li>Request for new user accounts</li><li>Requests for information</li><li>Amendments to Firewall policy</li><li>Allocation of public IP Addresses</li></ul>	10 Service Desk Days
<b>Project SR</b>	Project	<ul style="list-style-type: none"><li>Consultancy work</li><li>Work outside of the SLA – this may be chargeable.</li></ul>	Agreed with customer.

### 7.3 Project Service Requests

Where a piece of work is deemed to be a 'Project' we will assign the appropriate category to it and discuss with you what is required and the time frame for delivery of the work.

Most Project Service Requests will be chargeable, and we will provide an estimate of the cost before we start working on a request. We will not start working on a request unless we have received appropriate authorisation from you.

Once we have completed the request, we will issue the relevant invoice.

### 7.4 Completion of Requests

Once we have provided the services requested as part of an SR, we will mark the request as Complete. No further work will be undertaken on that request. If you believe that your request has not been completed, you should contact the ICT & Digital Service Desk with your reference number and ask for a new request to be opened.

## 8 Maintenance of Services

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From time to time, we may need to perform maintenance on the services that we provide to you. During maintenance periods some of our services may be unavailable or not performing at their usual standard.

### 8.1 Planned Maintenance

We will provide at least five working days' notice to the key stakeholders (as provided by the customer) before carrying out planned maintenance or releases. Wherever possible, these activities will occur outside the normal service hours, unless agreed with you otherwise.

We will carry out planned releases on pre-arranged dates as notified to you. We will publish our maintenance schedule on our website at [www.coventry.gov.uk/schoolsict](http://www.coventry.gov.uk/schoolsict)

We will agree any exceptions to this with the key stakeholder (or their deputy), except for emergency maintenance, see section 8.2.

### 8.2 Emergency Maintenance

From time to time, we may need to carry out urgent maintenance to mitigate an immediate risk or issue. When this happens, we will endeavour to consult with the key contacts in each affected school. However, we reserve the right to act without consultation when necessary.

## 9 Miscellaneous

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### 9.1 Software Licences

Unless otherwise stated this agreement does not include licences for software. ICT & Digital will only install software where the school holds a relevant license.

The responsibility for ensuring that correct licences are held is the responsibility of the school.

### 9.2 Remote Support Tools

ICT & Digital staff will make extensive use of remote support technologies such as screen sharing tools and remote management tools to improve the services, we provide to you. We will expect your assistance in using these tools, such as allowing their installation and maintenance on your equipment.

### 9.3 Requests for User Accounts or Access Changes

Where a request is made for a new user account for any service for which we are responsible, we will require that appropriate approval is provided at the same time. Usually, we will require written authorisation from the Headteacher or their delegated representative.

### 9.4 Requests from third parties

We will not action requests that we receive from third parties unless they are accompanied by written approval from you. Where a third-party request is made for something which is outside of this agreement, we will contact you to obtain approval to proceed at which point we will notify you of any charges that may become applicable.

### 9.5 Changes made by third parties

You will not allow third parties to make changes to setup, configuration or equipment supported by us under this agreement, unless that third party and the work to be undertaken is first approved by ICT & Digital in writing.

Where a third party makes unauthorised changes, which result in additional work for ICT and Digital to resolve, we reserve the right to charge you (our customer) for the work to put it right. In these circumstances we will provide a report detailing why we have had to intervene and a breakdown of charges.

### 9.6 Newsletters and Communications

Certain service elements which you purchase as part of this agreement will also include the requirement to communicate with you. We will obtain from you details of key contacts within school, this is often:

- Members of senior leadership team (Headteacher, Deputy Headteacher, Executive Headteacher, Assistant Headteacher, School Business Manager etc)
- Senior staff with responsibility for various areas of administration staff (School Business Manager, IT Manager, Data Manager, Timetabler, Exams Officer)



We will do this in several ways: -

- Newsletters – on joining the service you will be invited to sign up to our newsletters. You will be able to unsubscribe at any time from the newsletter itself.
- Emails – we will send targeted emails to appropriate staff or groups of staff.
- Telephone calls – we may call appropriate staff regarding items of interest or about our service to you.

## 9.7 Withdrawal of Service by ICT & Digital

ICT & Digital reserve the right to withdraw support from a school if ICT & Digital staff are mistreated.

## 9.8 Best Endeavours

Some parts of our service may at times be offered on a 'Best Endeavours' basis. This means that we will do everything reasonable to provide or restore a service, however, it should be recognised that in some circumstances this may not be possible. This may be due to unreasonable cost, time or both.

We will always discuss with you the most cost-effective option.

### 9.8.1 Unsupported Hardware, Software & Services

Vendors of software, hardware and services often provide 'end of life' support dates for their products. Once products exit their vendors support dates, repairs, fixes, and upgrades may no longer become possible. The use of these services, hardware, or software after their end of life may become unadvisable due to ICT Security, safety, or stability reasons.

ICT & Digital will advise customers when products are reaching the end of their life and will suggest processes to upgrade, replace or purchase additional support for those products. Where schools choose to use unsupported products, our support will be limited to best endeavours.

# 10 Obligations and Responsibilities

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## 10.1 Our Responsibilities and Obligations

- We will provide detailed guidance on supported elements.
- We will ensure that our staff are professional and adequately trained to carry out work on your behalf.
- We will ensure that our reporting channels are available during our published support hours, unless an unforeseen circumstance prevents this.
- We will maintain contracts for secure remote support tools.
- We will prioritise work requests from customers to best support you.
- We will issue invoices on time.
- We will report to you, at least 2 working days in advance of any issue or activity which is likely to affect our ability to provide services to you.
- We will provide a nominated Operational Delivery Manager to each customer to be your point of contact for questions or queries which are not part of the standard service offer.
- We will provide the services and support as defined in this document.
- We will deal with your requests in a consistent and fair manner.
- We will communicate honestly and openly with you about the progress of your requests.
- We will provide at least 5 working days' notice of any planned maintenance activities which will affect service availability.

## 10.2 Your Obligations and Responsibilities

- You will follow the guidance contained or referenced in this document and use our services in the way intended.
- You will ensure that you allow the installation and use of remote access software.
- You will allow the installation of the remote management software provided by ICT & Digital (currently this is Kaseya).
- You will ensure that staff are appropriately trained to use the equipment and services supported under this agreement
- You or someone on your behalf will provide us with timely and good quality information with which to service your request when required.
- You will help with prioritising your requests by providing detailed information.
- You will make time to test and approve changes which we make on your behalf.
- You will provide at least 2 working days' notice of any activity that is likely to affect our ability to provide IT services to you.
- You will report all issues and make all requests for services through the channels outlined in this agreement and will not contact staff directly without holding a valid reference number.
- You will pay all invoices on time and in full.
- You will ensure that appropriate data backup solution is in place and all data is backed up.
- You will not allow 3<sup>rd</sup> parties not approved by ICT & Digital to make changes to the setup or configuration of supported devices or software.
- You will provide a list of key stakeholders to ICT & Digital as a point of contact.
- You should arrange for adequate supervision of children while the ICT & Digital Staff are working at the school.

# 11 Quality

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## 11.1 Key Performance Indicators

We have set the following performance standards for our service to you:

- 80% of Service Desk telephone calls answered 60 seconds
- 95% of Emails responded to within 1 Business Day
- 95% of Incidents and service requests completed within SLA

SLA reports are available on request, see the contact details in section 5.1.

## 11.2 Service Improvement

Customer Service is an integral focus of ICT & Digital. We may carry out annual Customer Satisfaction Surveys. These assess our overall performance and invite comment from our clients. Results will be analysed to assess our performance and highlight areas for improvement which in turn will be included in service plans for action.

## 11.3 Compliments

ICT & Digital welcome compliments and complaints on our services.

If you have received particularly excellent service and would like to comment, please do so by emailing one of our Operational Delivery Managers at [odm@coventry.gov.uk](mailto:odm@coventry.gov.uk)

## 11.4 Escalation Procedure

If something has gone wrong, please let us know using the following procedure:

- i) Telephone the service desk on 024 7678 6620 with your reference number ask to be connected to the team leader who is responsible for your issue.
- ii) If the team leader has been unable to solve your problem, they should direct you to an Operational Delivery Manager (ODM) – an ODM can be contacted by emailing [odm@coventry.gov.uk](mailto:odm@coventry.gov.uk) or by telephone to the Service Desk on 024 7678 6620.
- iii) If the team lead and ODM have been unable to address your concerns, please contact Paul Ward the head of ICT and Digital by email to [paul.ward@coventry.gov.uk](mailto:paul.ward@coventry.gov.uk) or by telephone through the ICT Service Desk on 024 7678 6620.

## 11.5 Complaints

Should you wish to make a formal complaint about our service, please do this in writing to [paul.ward@coventry.gov.uk](mailto:paul.ward@coventry.gov.uk) or by letter to Paul Ward, Head of ICT and Digital, ICT & Digital, Coventry City Council, PO BOX 15, Council House, Coventry, CV1 5RR.

We aim to acknowledge your complaint within 3 working days and aim to send a final response within 10 working days. If we are unable to meet these standards, we will write to you to let you know when we will respond.

## 12 Data Protection

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### The Council's obligations in relation to certain personal data

1. In this Agreement, reference to 'data processor', 'data controller', 'personal data' and 'access request' shall have the same meanings as given in the Data Protection Legislation.
2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the School is the data controller, and the Council is the data processor of School Personal Data. The only processing that the Council is authorised to do is listed in Annex 1.
3. The Council shall notify the School immediately if it considers that any of the School's instructions infringe the Data Protection Legislation.
4. The Council shall provide all reasonable assistance to the School in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the School, include:
  - a. a systematic description of the envisaged processing operations and the purpose of the processing;
  - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - c. an assessment of the risks to the rights and freedoms of School Personal Data subjects; and
  - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of School Personal Data.
5. The Council shall, in relation to any School Personal Data processed in connection with its obligations under this Agreement:
  - a. process School Personal Data only in accordance with Annex 1 unless the Council is required to do otherwise by law. If it is so required, the Council shall promptly notify the School before processing the School Personal Data unless prohibited by law;
  - b. ensure that it has in place protective measures, which have been reviewed and approved by the School as appropriate to protect against a School Personal Data Breach having taken account of the:
    - i. nature of the data to be protected;
    - ii. harm that might result from a breach of School Personal Data;
    - iii. state of technological development; and
    - iv. cost of implementing any measures;
  - c. Ensure that
    - i. the Council personnel do not process School Personal Data except in accordance with this Agreement (and in particular Annex 1);
    - ii. it takes all reasonable steps to ensure the reliability and integrity of any Council personnel who have access to the School Personal Data and ensure that they:

- a. are aware of and comply with the Council's duties under this clause;
  - b. are subject to appropriate confidentiality undertakings with the Council or any Sub-processor;
  - c. are informed of the confidential nature of the School Personal Data and do not publish, disclose or divulge any of the School Personal Data to any third party unless directed in writing to do so by the School or as otherwise permitted by this Agreement; and
  - d. have undergone adequate training in the use, care, protection and handling of School Personal Data; and not transfer School Data outside of the EU unless the prior written consent of the School has been obtained and the following conditions are fulfilled:
    - a. the School or the Council has provided appropriate safeguards in relation to the transfer (in accordance with GDPR Article 46) as determined by the School;
    - b. the School Personal Data, data subject has enforceable rights and effective legal remedies;
    - c. the Council complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any School Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the School in meeting its obligations); and
    - d. the Council complies with any reasonable instructions notified to it in advance by the School with respect to the processing of the School Personal Data;
  - e. at the written direction of the School, delete or return School Personal Data (and any copies of it) to the School on termination of the Agreement unless the Council is required by law to retain the School Personal Data.
6. Subject to clause 7, the Council shall notify the School immediately if it:
- a. receives a request or purported request made by, or on behalf of, a School Personal Data, data subject in accordance with rights granted pursuant to the Data Protection Legislation to access their School Personal Data;
  - b. receives a request to rectify, block or erase any School Personal Data;
  - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with School Personal Data processed under this Agreement;
  - e. receives a request from any third party for disclosure of School Personal Data where compliance with such request is required or purported to be required by law; or
  - f. becomes aware of a breach of School Personal Data.
7. The Council's obligation to notify under clause 6 shall include the provision of further information to the School in phases, as details become available.

8. Taking into account the nature of the processing, the Council shall provide the School with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 6 (and insofar as possible within the timescales reasonably required by the School) including by promptly providing:
  - a. the School with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the School to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the School, at its request, with any School Personal Data it holds in relation to a School Personal Data subject;
  - d. assistance as requested by the School following any breach of School Personal Data;
  - e. assistance as requested by the School with respect to any request from the Information Commissioner's Office, or any consultation by the School with the Information Commissioner's Office.
9. The Council shall allow for audits of its School Data Processing activity by the School or the School's designated auditor.
10. The Council is required by the Data Protection Legislation to have a designated Data Protection Officer, the details of which can be found on the Council's website.
11. Before allowing any third-party processor to process any School Personal Data related to this Agreement, the Council must:
  - a. notify the School in writing of the intended sub-processor and processing;
  - b. obtain the written consent of the School;
  - c. enter into a written agreement with the processor which give effect to the terms set out in this clause 11 such that they apply to the sub-processor; and
  - d. provide the School with such information regarding the third-party processor as the School may reasonably require.
12. The Council shall remain fully liable for all acts or omissions of any sub-processor.
13. The School may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable School Personal Data controller to School Personal Data processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The School may on not less than 30 Working Days' notice to the Council amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
15. The Council shall indemnify the School against all losses incurred by the School in respect of any breach of this Schedule 3 by the Council. This indemnity shall not apply to the extent the relevant act (or failure to act) by the Council was as a result of the Council's compliance with the School's express (or clearly implied) instructions.

## 13 Appendix: Service Details

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On subscription to a service, the service details will be provided here. These can also be found on our website at [www.coventry.gov.uk/schoolsict](http://www.coventry.gov.uk/schoolsict)

## 14 Annex 1: Processing, Personal data and data subjects

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### 14.1 Nature and Purpose of the Processing

The Council processes the School Personal Data in order to perform their duties under the Agreement, namely the Service Specifications shown in the appendix or otherwise attached to this Agreement. The Council collates the personal data, stores it and processes it in accordance with this Agreement.

### 14.2 Duration of the processing

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

### 14.3 Types of School Personal Data

The Council will process the following types of School Personal Data

- Name
- Sex
- Date of Birth
- Contact Information
- Health Information
- Ethnicity
- Religion
- Sexuality
- Attendance statistics
- Information from social care
- Parents / siblings details
- Course data (including location)
- School information / details
- Any other such School Personal Data as may be reasonably required from time to time to perform the Council's duties under this Agreement

### 14.4 Categories of data subject

- Pupils
- Parents / Guardians / Carers (those with Parental Responsibility)
- Siblings
- Agents (e.g. General Practitioners)
- Staff members / and other members of the adult workforce e.g. volunteers and governors.

### 14.5 Third party processors

The following third-party processes may be involved in processing data under this agreement (sub processors).



- Education Software Solutions (the software vendor of the SIMS product suite) – The data is held on site within each school on each school server, however, from time to time data will be sent to Education Software Solutions (with the school's permission) in order to investigate or resolve a request for support made by the school.
- Smoothwall – Smoothwall products are used for filtering internet access. Data relating to internet use within school is held on servers based at Coventry City Council's offices.
- Safedata – For schools using the remote back up service, data is encrypted and securely sent to the council's back up provider. This data is held in Data centres in the United Kingdom and is not accessible by the third-party provider unless provided with the encryption keys by the school or Coventry City Council.