

FLINTSHIRE COUNTY COUNCIL

REPORT TO: **LIFELONG LEARNING OVERVIEW AND SCRUTINY COMMITTEE**
DATE: **THURSDAY 26TH FEBRUARY 2015**
REPORT BY: **CHIEF OFFICER ORGANISATIONAL CHANGECHIEF OFFICER (EDUCATION AND YOUTH)**
SUBJECT: **SERVICE LEVEL AGREEMENT (PROPERTY REPAIR AND MAINTENANCE)REVIEW OF SCHOOL SERVICE LEVEL AGREEMENTS**

1.00 PURPOSE OF REPORT

1.02 To provide an update on the development of the Service Level Agreement covering Property Repairs and Maintenance.

2.00 BACKGROUND

2.01 The School Standards and Framework Act 1998 and the Education Act 2002 introduced the 'fair funding' model which sought to increase the autonomy of schools by delegating a fair share of funding to schools. The fundamental principle of delegating funding is that schools should have the choice of how they procure education support services, either with the local authority or with a commercial provider, or through providing a service in-house or jointly on a consortium/cluster basis

2.02 The costing methodology for the existing Service Level Agreements (SLAs) varied depending on the service. Some traded services were costed on a full cost recovery basis (direct costs, departmental overheads and corporate overheads) with other SLAs using direct costs only. Schools Library Service, Occupational Health, Payroll and Legal services were delegated on direct costs only.

2.03 With some services only a proportion of the budget has been delegated with an element being retained as a central Authority budget. This approach is not in line with Welsh Government policy to increase delegation to schools. Also, in the case of repairs and maintenance where only a proportion of actual expenditure is delegated this is not in line with the 'Fair Funding' requirements.

2.04 Each school receives formula allocation for each SLA and in Flintshire there is a close price then paid by the school for the service. Across England and Wales once the initial delegation has been made for a service to schools the funding should be incorporated into an appropriate element of the formula. This breaks the link between the funding and price paid by schools for the service, encouraging schools to make more active procurement choices.

2.05 The current Service Level Agreements were issued to schools and came into effect from September 2011 for a period of three years. All Service Level Agreements now require updating.

3.00 CONSIDERATIONS

3.01 In relation to property maintenance and design services it is proposed to delegate an increased proportion of funding to schools which would otherwise have been retained for targeted repair and maintenance of the school estate. This would bring Flintshire more in line with 'Fair Funding' principles. This will enable a school to have greater choice over a number of potential options which it may wish to consider such as:-

- Schools commission from the Local Authority (could be as a cluster)
- Schools commission from an alternative provider (such as another Local Authority) or a commercial provider, (could be commissioned as a cluster)
- Cluster/consortium of schools jointly providing a service
- Individual schools making 'in-house' provision where possible

3.02 The SLA for property services provided by Flintshire County Council's Property & Design Consultancy Services, hereinafter referred to as PDC, is a new provision available for schools to sign up to. The initial term for this SLA is from 1st September 2015 to 31st August 2016. A draft of the SLA is included at Appendix A.

3.03 The Council's approved contractors deliver the services offered through the SLA. Accepting the SLA on offer means schools are freed of the time and cost incurred in procuring, vetting and managing their own contractors.

3.04 The SLA offered by PDC is based upon the major building management functions required and requested by schools. However, individual schools may require additional services not directly detailed within the SLA. PDC will assist schools with these requests and commission these one-off services from the Council's strategic partners.

3.05 This service level agreement offers schools individual elements from which they are free to choose and select. Each element of the service is to be paid for separately.

3.06 The services offered comprise the following elements from which schools may opt to select:

- Statutory Maintenance, Testing and Inspection Service, also referred to as BRONZE Service
- Portable Appliance Testing Service (PAT Testing)
- Reactive Repair and Planned (Cyclical) Maintenance, also

referred to as SILVER Service

- Design and Construction Services, also referred to as GOLD Service.

These services are explained in more detail within the attached document. The minimum level of opt-in for schools is the BRONZE Service, i.e. Schools wishing to opt for the SILVER or GOLD Service must also have the BRONZE Service.

- 3.08 Where a school opts out of the 'Statutory Maintenance, Testing and Inspection Service', and 'PAT Testing Service', reports and copies of test certificates are required to be completed and sent to the Landlord confirming that the statutory and other monitoring/inspection requirements have been carried out
- 3.09 Where a school opts out of the 'Reactive Repair and Planned Maintenance Service' then reports are required to be completed and sent to the Landlord confirming that any urgent repairs or improvements identified by the statutory tests and inspections have been carried out. The report must be sent within four weeks of receiving the information or agreement made with the Landlord if additional time required.
- 3.10 Where schools intend to self-manage projects to improve, alter, extend or modify the building fabric then specific authorisation is required from the Landlord. Schools are required to provide details of proposed works in a format agreed with the Landlord in advance of undertaking the works. This applies regardless of the source of funding. Works must not commence unless the Landlord has authorised the works to proceed.

4.00 RECOMMENDATIONS

- 4.01 That Members consider and note the report.

5.00 FINANCIAL IMPLICATIONS

- 5.01 It is proposed to increase the amount delegated to schools for the repair and maintenance of schools. This amount will form part of the discussions and consultation that will need to be carried out with key stakeholders.

6.00 ANTI POVERTY IMPACT

- 6.01 There are no impacts as a direct result of this report.

7.00 ENVIRONMENTAL IMPACT

- 7.01 There are no impacts as a direct result of this report.

8.00 EQUALITIES IMPACT

8.01 There are no impacts arising directly from this report.

9.00 PERSONNEL IMPLICATIONS

9.01 There are no impacts arising directly from this report.

10.00 CONSULTATION REQUIRED

10.01 The Flintshire School Budget Forum is the statutory consultee for development of School Funding and Services traded with schools.

11.00 CONSULTATION UNDERTAKEN

11.01 None at this stage. See 10.00.

12.00 APPENDICES

12.01 Appendix A

Property and Design Consultancy Services, Service Level Agreement with Flintshire Schools

1st September 2015 to 31st August 2016

**LOCAL GOVERNMENT (ACCESS TO INFORMATION ACT) 1985
BACKGROUND DOCUMENTS**

None.

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