

T: Ext./Est:

E:

Contact:/Cysylltwch â: jones.deb@blaenau-gwent.gov.uk



**MAE HWN YN GYFARFOD Y MAE GAN Y CYHOEDD HAWL EI FYNYCHU**

Date Not Specified

Annwyl Syr/Madam

**PWYLLGOR CRAFFU PARTNERIAETHAU**

Cynhelir cyfarfod o'r Pwyllgor Craffu Partneriaethau yn Cyfarfod Hybrid ar Microsoft Teams/Ystafell Cyfarfod Abraham Derby, Swyddfeydd Cyffredinol, Glynebwy on Dydd Gwener, 14eg Hydref, 2022 am 10.00 am.

Yn gywir

Michelle Morris  
Rheolwr Gyfarwyddwr

**AGENDA**

**1. CYFIEITHU AR Y PRYD**

Mae croeso i chi ddefnyddio'r Gymraeg yn y cyfarfod, mae angen o leiaf 3 diwrnod gwaith o hysbysiad ymlaen llaw os dymunwch wneud hynny. Darperir gwasanaeth cyfieithu ar y pryd os gwneir cais.

**2. YMDDIHEURIADAU**

Derbyn ymddiheuriadau.

**3. DATGANIADAU BUDDIANT A GODDEFEBAU**

We welcome correspondence in the medium of Welsh or English. / Croesawn ohebiaith trwy gyfrwng y Gymraeg neu'r Saesneg.

Derbyn datganiadau buddiant a goddefebau.

4. **PWYLLGOR CRAFFU BWRDD GWASANAETHAU CYHOEDDUS** 5 - 10

Derbyn cofnodion y cyfarfod o Bwyllgor Craffu y Bwrdd Gwasanaethau Cyhoeddus a gynhaliwyd ar 28 Ionawr 2022.

(Dylid nodi y cyflwynir y cofnodion er pwyntiau cywirdeb yn unig).

5. **DALEN WEITHREDU – PWYLLGOR CRAFFU Y BWRDD GWASANAETHAU CYHOEDDUS – 28 IONAWR 2022** 11 - 12

Nodi'r ddalen weithredu.

6. **CANLYNIADAU AROLWG AMSER CYFARFODYDD** 13 - 30

Derbyn yr adroddiad.

7. **BLAENRAGLEN WAITH ARFAETHEDIG Y PWYLLGOR CRAFFU AR GYFER 2022-23** 31 - 36

Derbyn yr adroddiad.

8. **CYTUNDEB PARTNERIAETH YSGOLION STATUDOL A GYNHELIR** 37 - 98

Ystyried adroddiad y Cyfarwyddwr Corfforaethol Addysg.

9. **TREFNIADAU CYDWEITHIO CENEDLAETHOL AR GYFER GWASANAETHAU MABWYSIADU A MAETHU AWDURDODAU LLEOL CYMRU** 99 - 162

Ystyried adroddiad y Cyfarwyddwr Corfforaethol Gwasanaethau Cymdeithasol.

10. **YMGYNGHORIAD AR Y ~DRAFFT GYNLLUN LLESIANT AR GYFER GWENT** 163 - 180

Ystyried adroddiad y Pennaeth Llywodraethiant a Phartneriaethau..

P. Baldwin (Is-gadeirydd)  
K. Chaplin  
D. Davies  
E. Jones  
L. Parsons  
C. Smith  
L. Winnett  
D. Woods

Pob Aelod arall (er gwybodaeth)  
Rheolwr Gyfarwyddwr  
Prif Swyddogion

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**COUNTY BOROUGH OF BLAENAU GWENT**

**REPORT TO: THE CHAIR AND MEMBERS OF THE PUBLIC SERVICES BOARD SCRUTINY COMMITTEE**

**SUBJECT: SPECIAL PUBLIC SERVICES BOARD SCRUTINY COMMITTEE – 28<sup>TH</sup> JANUARY, 2022**

**REPORT OF: DEMOCRATIC & COMMITTEE SUPPORT OFFICER**

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PRESENT: COUNCILLOR S. HEALY (CHAIR)

Councillors M. Cook  
P. Baldwin  
G. Davies  
J. Holt  
J. Millard  
M. Moore  
J.C. Morgan  
J.P. Morgan  
G. Paulsen  
S. Thomas

WITH: Head of Democratic Services, Governance and Partnerships  
Service Manager, Policy and Partnerships  
Policy Officer (PSB)  
Scrutiny and Democratic Officer/Adviser

<b><u>ITEM</u></b>	<b><u>SUBJECT</u></b>
<b>No. 1</b>	<b><u>SIMULTANEOUS TRANSLATION</u></b>  It was reported that no requests had been received for the simultaneous translation service.

<p><b>No. 2</b></p>	<p><b><u>APOLOGIES</u></b></p> <p>The following apologies for absence were received:-</p> <p>Councillor M. Cross  Councillor H. Trollope  Councillor C. Meredith</p>
<p><b>No. 3</b></p>	<p><b><u>DECLARATIONS OF INTEREST AND DISPENSATIONS</u></b></p> <p>There were no declarations of interest reported.</p>
<p><b>No. 4</b></p>	<p><b><u>PUBLIC SERVICES BOARD SCRUTINY COMMITTEE</u></b></p> <p>Consideration was given to the Minutes of the Meeting held on December, 2021.</p> <p>In response to a request for an update on the Early Years Pilot and supporting evidence from the Pilot undertaken in Cwm it was reported that the relevant officer would be contacted to provide an update on the action sheet for the next meeting.</p> <p>The Committee AGREED this course of action.</p> <p>The Committee AGREED, subject the foregoing that the Minutes be accepted as a true record of proceedings.</p>
<p><b>No. 5</b></p>	<p><b><u>GWENT REGIONAL WELL-BEING ASSESSMENT</u></b></p> <p>Consideration was given to the report of the Service Manager Policy and Partnerships.</p> <p>The Service Manager, Policy and Partnerships advised that the report outlined the consultation draft of the regional Gwent Well-Being Assessment in line with statutory timelines and informed Members of the consultation process and next steps for the draft Assessment of Local Well-Being for Gwent. The Service Manager explained that an overview of the report would be provided along with the assessment detailed in the appendix to the report.</p> <p>At this juncture, the Policy Officer provided the Committee with an overview of the scope and background as detailed in the report.</p>

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The Service Manager added that the document presented was a draft version, therefore there would be gaps to be completed prior to the assessment being finalised.

The Service Manager, Policy and Partnerships gave a detailed overview of the Draft Gwent Well-Being Assessment and outlined the work which had been undertaken across the PSB partnerships and highlighted the key areas of impact, as follows:-

- Social Well Being – Deprivation
- Social Well Being – Housing
- Social Well Being – Health
- Social Well Being – Community Safety
- Social Well Being – Education
- Social Well Being - Transport

At this juncture, the Chair invited questions from Members.

A Member raised concerns in relation to public transport and felt that access to public transport should be paramount in this assessment. The Service Manager noted that the information presented was a selection of issues from across the region and if the Committee felt that this needed to be considered as a response to the Regional Public Service Board (PSB) as part of the final assessments.

The Member stated that transport played a massive part in our communities and concurred that the locality and issues faced by people with transport was a great challenge. The Regional PSB needed to ensure that works were being taken forward with other transport boards to collaborate in order to solve these local issues and explore opportunities. The Service Manager added that joined up thinking in relation to transport was crucial and agreed the comments be noted as part of the conversation from the Committee.

The Policy Officer added that the slides being shared was a high level overview and advised that transport featured over the social well-being, economic and environmental chapters of the assessment, therefore concurred that there needed to be a joined up approach to tackle the issues.

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The Service Manager continued with the overview of the draft assessment, as follows:-

Economic Well Being – Income  
Economic Well Being – Employment

No questions were raised at this juncture, therefore the Service Manager proceeded to the next section as follows:-

Environmental Well Being – Habitats  
Environmental Well Being – Climate Change and Risk  
Environmental Well Being – Net Zero and One Planet Living

No questions were raised at this juncture, therefore the Service Manager proceeded to the next section as follows:-

Cultural Well-Being

The Service Manager concluded the overview of the draft assessment and noted the forming challenges. The timescales were further outlined in terms of the consultation process and it was advised that the Regional PSB would give consideration to the results of the consultation in February prior to being agreed and published by the 5<sup>th</sup> May, 2022.

A Member welcomed the Draft Assessment and concurred with the concerns in relation to transport and asked that these concerns were reflected in the response to the PSB.

A discussion ensued around the public transport challenges in Blaenau Gwent. It was hoped that Blaenau Gwent would not miss out due to the larger areas within the Region being considered by the Draft Assessment. A Member noted that the main areas of economic development would be along the Heads of the Valleys which encompassed Blaenau Gwent and would be easier for greater transport links to build the economy, however the main areas of concern were within the locality between towns and villages.

Another Member felt that this Borough missed out in some instances, therefore it was important there was joined up planning for buses and trains in even the smaller areas. There was an ambition to move people away from travelling by car, however the trains and buses could take a couple of hours with a number of buses just to travel to another town. If these issues were not addressed people would continue to travel by car as it was less time consuming.

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The Service Manager – Partnerships and Policy noted the challenges in Blaenau Gwent and advised that although there had been a regional move by the Public Service Board this had been replaced by the Local Well Being Partnership. The Partnership would strive to address the specific areas at a Blaenau Gwent level.

Councillor G. Paulsen left the meeting at this juncture

Another Member concurred with the concerns raised in relation to transport and noted the comments raised by Members at Full Council which echoed the concerns being raised.

The Head of Democratic Services, Governance and Partnerships noted the comments and in terms of Blaenau Gwent missing out it was advised that Blaenau Gwent was at the top of a number of tables.

A further discussion ensued around the creation of the of Corporate Joint Committees (CJCs) which would commence from June and this CJC would cover the South East Wales area and be looking at links to Gwent. The Head of Governance and Partnerships concurred that all bodies needed to work together to ensure that there was a robust integrated public transport service around Gwent and within small areas. It was paramount that children and young people were able to access transport and it would allow older generations that were isolated to conveniently visit nearby towns. A reference was made to the discussions raised in Full Council and it was hoped that some of the strategic aspects raised would be brought forward.

Councillor J.C. Morgan left the meeting at this juncture.

A Member noted the joint working approach to be undertaken across Gwent and looked forward to see how it developed. The Member concurred that unfortunately the elderly suffered greatly in terms of isolation due to lack of public transport. The Member referred to the Fflecsi bus service in operation within the Borough which was difficult to access by the elderly and noted a number of issues which had been reported to him as elected Member. The Member was of the opinion that if this service could be more flexible it would be more effective.

Councillor M. Moore left the meeting at this juncture.

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The Committee AGREED that the Assessment be shared with all elected Members once it had been finalised.

The Head of Governance and Partnerships wished to express her thanks to the Service Manager and Policy Officer for the amount of work undertaken on the Draft Assessment. The Chair and Members of the Committee also reiterated their thanks to the officers.

The Committee AGREED, subject to the foregoing that the report be accepted and the Public Services Board Scrutiny Committee provided specific comment on the draft Gwent Well-being Assessment for consideration by the Gwent Public Services Board before approval (Option 2).

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**Blaenau Gwent County Borough Council**

**Action Sheet**

**PSB Scrutiny Committee – 28<sup>th</sup> January 2022**

Item	Action to be Taken	By Whom	Action Taken
4	<p><b><u>Minutes of the meeting on 13<sup>th</sup> December 2021</u></b></p> <p><b>WG Early Years Integration Transformation Programme Pilot:</b> An update to be provided on the plans for the programme to move into Brynmawr, Nantyglo and Blaina areas.</p>	Ceri Bird	<p>In Phase 2 Brynmawr Pilot was launched in November 2021 with 147 families already registered for support based on 'What Matters' to them. The Pilot has expanded to include Nantyglo and Blaina in January 2022, but with no additional funding staff are unable accommodate the whole area, so families are being prioritised based on needs. It is anticipated that the needs of families in Phase 2 will exceed the pilot's capacity due to funding issues. Currently the pilot funds 1.4 FTE support workers who are working 1-2-1 with families and providing groups based on family's needs.</p> <p>The Welsh Government confirmed funding for the next two years, it is anticipated that the funding will enable the current work to be maintained for 2022-2023 but no further expansion. Funding beyond March 2024 is not expected and WG has made it clear that authorises will need to look at a sustainability plan to main this work.</p>

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# Agenda Item 6

*Executive Committee and Council only*

Date signed off by the Monitoring Officer:

Date signed off by the Section 151 Officer:

Committee: **Partnership Scrutiny Committee**  
Date of Meeting: **14<sup>th</sup> October 2022**  
Report Subject: **Timing of Meetings Survey Results**  
Portfolio Holder: **All Portfolios**  
Report Submitted by: **Scrutiny and Democratic Officer**

Reporting Pathway								
Directorate Management Team	Corporate Leadership Team	Portfolio Holder / Chair	Audit Committee	Democratic Services Committee	Scrutiny Committee	Executive Committee	Council	Other (please state)
		05.10.22						

1. **Purpose of the Report**
  - 1.1 To present to Members the results of the Timing of Meetings survey for the Partnership Scrutiny Committee.
2. **Scope and Background**
  - 2.1 As set out under Section 6 of the Local Government (Wales) Measure 2011, councils are required to review the times, frequency and length of meetings at least once in every term. The survey should be carried out no later than six months following elections.
  - 2.2 When considering the timing of council meetings Members should consider the impact on the diversity of the membership of the council and the impact on the council's ability to make decisions which are informed by and reflect the diversity of people living in the council area. Decision making should be informed by people of all ages and backgrounds as decisions are then likely to be more balanced and have more focus on sustainable and long term solutions in keeping with the principles set out in the Well-being of Future Generations (Wales) Act 2015.
  - 2.3 The Measure states that it is important that councils do not simply continue to hold their meetings at the same time, in the way as they always have done. What may have been tradition or an arrangement which suited the previous cohort of councillors will not necessarily serve the interests of the current one.
  - 2.4 Members should have regard to equality and diversity issues when considering the length, times, intervals and locations of meetings which are convenient to its members. Some Members may find attending, sometimes lengthy meetings, in the day is incompatible with their paid employment and certain times of day are challenging for people with caring responsibilities such as young children.

2.5 All scrutiny committee meetings will initially be offered on a hybrid basis and members and officers are to inform Democratic Services of their preference.

2.6 As part of the cycle of meetings the Partnership Scrutiny Committee is scheduled to be held on a Tuesday with the timing of the meeting to be agreed as part of this report.

### 3. **Options for Recommendation**

3.1 From the results of the survey for the Partnership Scrutiny Committee both 9.00am / 9.30am and 9.30am / 10.00am had 3 votes, therefore, the Committee will need to consider the two options below:

#### 3.2 **Option One**

To agree to hold the Agenda Management Discussion at 9.30am, with the formal meeting commencing at 10.00am.

#### **Option Two**

To agree to hold the Agenda Management Discussion at 9.00am, with the formal meeting commencing at 9.30am.

### 4. **Evidence of how does this topic supports the achievement of the Corporate Plan / Statutory Responsibilities / Blaenau Gwent Well-being Plan**

This report is required as set out in the Local Government (Wales) Measure 2011, and supports the principles set out in the Well-being of Future Generations (Wales) Act 2015.

### 5. **Implications Against Each Option**

#### 5.1 ***Impact on Budget (short and long term impact)***

There are no direct financial implications associated with this report.

#### 5.2 ***Risk including Mitigating Actions***

If a timing of meetings survey is not completed within six months of an election, the Council will not meet its statutory obligations as set out in the Local Governance (Wales) Measure 2011.

#### 5.3 ***Legal***

The Local Government (Wales) Measure 2011 requires the Council to undertake a Timing of meetings survey at least once every term, following an election.

#### 5.4 ***Human Resources***

5.4.1 There are no direct implications in relation to staffing.

Staff work flexible working hours, therefore, any changes to timing of meetings would not impact on staff.

## 6. Supporting Evidence

- 6.1 A Timing of Meeting survey was undertaken with all Elected Members during June 2022. 4 (44%) out of 9 members of the Partnership Scrutiny Committee responded to the survey and the results are shown overleaf:

Meeting Start Time							
9.00 /9.30	9.30/ 10.00	1.30 /2.00	4.00 /4.30	After 5.00	Alternate	Rotate	Don't mind
3	3	0	0	1	0	0	0

Note: some responses highlighted more than one preferred time.

- 6.2 As noted in the above table both 9.00am / 9.30am and 9.30am / 10.00am had 3 votes, the Committee will need to agree its preferred meeting, as outlined in paragraph 3.

### 6.2 ***Expected outcome for the public***

By giving consideration to holding meeting at different times of the day would support equality and diversity issues, providing the opportunity for any members of the public to attend a democratic meeting which would take into consideration personal circumstances, i.e. working hours, childcare issues, similar to that of Elected Members.

### 6.3 ***Involvement (consultation, engagement, participation)***

The intention of this survey is to consult with all Elected Members to seek their views.

### 6.4 ***Thinking for the Long term (forward planning)***

Having more flexible meeting times, may encourage more participation from young people and those who are working or have caring responsibilities.

### 6.5 ***Preventative focus***

Being more flexible with the timing of meetings should prevent dis-engagement from Elected Members who may find attending some meetings at certain times of the day more difficult owing to caring or working responsibilities.

### 6.6 ***Collaboration / partnership working***

All Elected Members have been consulted on the timing of meetings survey.

### 6.7 ***Integration (across service areas)***

All Council services are involved with the democratic functions of the Council. Flexible meetings times may also support officers in their work / life balance.

6.8 ***Decarbonisation and Reducing Carbon Emissions***

All democratic meetings are offered on a 'hybrid' basis to both officers and Members and will, therefore, reduce the need to travel to meetings.

6.9 ***Integrated Impact Assessment*** *(the screening template should be completed for any decisions to identify if a full integrated impact assessment (IIA) is needed. A full IIA will need to be completed if the decision is part of the socio-economic duty to consider how the decision might help to reduce the inequalities of outcome associated with socio-economic disadvantage).*

7. **Monitoring Arrangements**

The timing of meetings is considered annually at individual democratic committee meetings and monitored by the Head of Democratic Services.

**Background Documents /Electronic Links**

- None



## **Integrated Impact Screening Template**

The purpose of undertaking an Integrated Impact Assessment (IIA) is to consider the impact of proposed strategies, policies, or service reviews and developments against the full range of our statutory obligations:

- Equality Act (2010)
- Well-being of Future Generations Act (2015)
- Welsh Language Act

IAs are an important tool that can be used to improve equality and diversity; sustainable development and the use of the Welsh language by ensuring impacts are considered collectively and not in isolation.

IAs need to be completed as early as possible during any policy development or service review process. The IIA screening template has been designed to help you consider whether a policy, for example, has a positive or negative impact on specific groups of people. It also aims to help assess whether there are any negative impacts and whether their significance is low or high. If negative impacts with a high significance are identified, then a full Integrated Impact Assessment is required to identify how these impacts can be minimised by introducing any mitigating measures or options.

The IIA Screening Template consists of 2 parts:

- Part I: Screening exercise to identify positive or negative impacts
- Part II: Integrated Impact Assessment required – Guidance note

Finally, the outcome of your IIA Screening Exercise needs to be briefly noted in Section 6.9b of the Corporate Report template and attached as an appendix to your report. Similarly, if a full IIA is undertaken then the key findings need to be summarised in section 6.9b of the Corporate Report template, along with the outcome of the assessment, and the full IIA needs to be attached as an appendix to your report.

## **PART 1: SCREENING EXERCISE TO IDENTIFY POSITIVE OR NEGATIVE IMPACTS**

**Description of Assessment** *(Briefly provide details of the policy development or service review being assessed and the option being presented)*

Corporate Overview and Performance Scrutiny Committee

People Scrutiny Committee

Place Scrutiny Committee

Partnership Scrutiny Committee

Timing of Meetings Survey for all the above Scrutiny Committee meetings

**Responsible Directorate** *(Please specify)*

Corporate Services

**Responsible Officer** *(Please specify)*

Elizabeth Thomas

**Assessment Date** *(Please specify)*

24<sup>th</sup> August 2022

**Staff Involved in Assessment** *(Please specify)*

<p><b>Does this 'Option' have a <u>positive or a negative impact</u> on any of the following protected characteristics?</b></p> <p><i>Please complete as applicable</i></p>		<p><b>Please describe what the impact will be?</b></p>	<p><b>What is the significance of the impact?</b></p> <p><i>For example, a 'high' negative impact would have a significant disproportionate impact on a specific group</i></p>	<p><b>Negative impacts identified</b></p> <p><i>If 'low' please explain the reason for this significance rating.</i></p> <p><i>If 'high' please state 'Integrated Impact Assessment' required and refer to Part II</i></p>	
<p><b>Race</b> <i>(people from black, Asian and minority ethnic communities and different racial backgrounds)</i></p>	<p>Positive X</p> <p>Negative <input type="checkbox"/></p>	<p>→</p>	<p><u>Positive</u> All persons can participate in democratic meetings.</p> <p><u>Negative</u></p>	<p><input type="checkbox"/>High <input type="checkbox"/>Low</p> <p><input type="checkbox"/>High <input type="checkbox"/>Low</p>	
<p><b>Disability</b> <i>(people with disabilities/ long term conditions)</i></p>	<p>Positive X</p> <p>Negative <input type="checkbox"/></p>	<p>→</p>	<p><u>Positive</u> As above</p> <p><u>Negative</u></p>	<p><input type="checkbox"/>High <input type="checkbox"/>Low</p> <p><input type="checkbox"/>High <input type="checkbox"/>Low</p>	
<p><b>Sex</b> <i>(women and men, girls and boys and those who self-identify their gender)</i></p>	<p>Positive X</p> <p>Negative <input type="checkbox"/></p>	<p>→</p>	<p><u>Positive</u> As above</p> <p><u>Negative</u></p>	<p><input type="checkbox"/>High <input type="checkbox"/>Low</p> <p><input type="checkbox"/>High <input type="checkbox"/>Low</p>	

Does this 'Option' have a <u>positive or a negative impact</u> on any of the following protected characteristics?  <i>Please complete as applicable</i>			Please describe what the impact will be?	What is the significance of the impact?  <i>For example, a 'high' negative impact would have a significant disproportionate impact on a specific group</i>	Negative impacts identified  <i>If 'low' please explain the reason for this significance rating.  If 'high' please state 'Integrated Impact Assessment' required and refer to Part II</i>
<b>Age</b> <i>(people of all ages)</i>	Positive <input type="checkbox"/>	Negative X	→  <u>Positive</u>  <u>Negative</u> The proposed time of scrutiny committee meetings could impact on a young person being able to take part in the meetings.	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High X Low	Reasonable adjustment: The report gives options to ensure young people can attend meetings alongside their educational needs, in discussion with the Participation Team.
<b>Sexual Orientation</b> <i>(lesbian, gay, bisexual, heterosexual, other)</i>	Positive X	Negative <input type="checkbox"/>	→  <u>Positive</u> All persons can participate in democratic meetings.  <u>Negative</u>	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High <input type="checkbox"/> Low	

<b>Religion and Belief</b> <i>(people with different religions and beliefs including people with no beliefs)</i>	Positive X	Negative <input type="checkbox"/>	→	<u>Positive</u> As above  <u>Negative</u>	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High <input type="checkbox"/> Low
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Does this 'Option' have a <u>positive or a negative impact</u> on any of the following protected characteristics?  <i>Please complete as applicable</i>			Please describe what the impact will be?	What is the significance of the impact?  <i>For example, a 'high' negative impact would have a significant disproportionate impact on a specific group</i>	Negative impacts identified  <i>If 'low' please explain the reason for this significance rating.  If 'high' please state 'Integrated Impact Assessment' required and refer to Part II</i>
<b>Gender</b> <i>(anybody who's gender identity or gender expression is different to the sex they were assigned at birth)</i>	Positive X                  Negative <input type="checkbox"/>	→	<u>Positive</u> All persons can participate in democratic meetings.  <u>Negative</u>	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High <input type="checkbox"/> Low	
<b>Marriage and Civil Partnership</b> <i>(people who are married or in a civil partnership)</i>	Positive X                  Negative <input type="checkbox"/>	→	<u>Positive</u> All persons can participate in democratic meetings.  <u>Negative</u>	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High <input type="checkbox"/> Low	
<b>Pregnancy and Maternity</b> <i>(women who are pregnant and/or on maternity leave)</i>	Positive X                  Negative <input type="checkbox"/>	→	<u>Positive</u> Democratic meetings can be attended in person or via MS Teams. Meetings are also recorded and uploaded to the	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High <input type="checkbox"/> Low	

			BGCBC website to view following the meeting.  <u>Negative</u>		
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**Welsh Language**

The Welsh Language Act 1993 places a legal duty on public authorities to promote the use of the Welsh Language and to treat the Welsh and English languages equally. It offers the public the right to choose which language to use in their dealings with the Council. It recognises that Members of the public can express their views and needs better in their preferred language. It recognises that enabling the public to use their preferred language is a matter of good practice, not a concession. It sets out how the Council will implement that principle in the provision of bilingual services to the public in Wales, taking account of the developing linguistic nature of the County Borough.

<p><b>Does this 'Option' have a <u>positive or a negative impact</u> ?</b></p> <p><i>Please complete as applicable</i></p>		<p><b>Please describe what the impact will be?</b></p>	<p><b>What is the significance of the impact?</b></p> <p><i>For example, a 'high' negative impact would have a significant disproportionate impact on a specific group</i></p>	<p><b>Negative impacts identified</b></p> <p><i>If 'low' please explain the reason for this significance rating.</i></p> <p><i>If 'high' please state 'Integrated Impact Assessment' required and refer to Part II</i></p>	
<p><b>Welsh Language</b> <i>The Welsh Language Measure 2011 and the <a href="#">Welsh Language Standards</a> require the</i></p>	<p>Positive X      Negative <input type="checkbox"/></p>	<p>→</p>	<p><u>Positive</u> Simultaneous translation is available on request 3 days prior for all democratic meetings.</p>	<p><input type="checkbox"/>High <input type="checkbox"/>Low</p>	

<p><i>Council to have 'due regard' for any positive or negative impacts that proposal may have on opportunities to use the Welsh language.</i></p>			<p><u>Negative</u></p>	<p><input type="checkbox"/> High <input type="checkbox"/> Low</p>	
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**Socio-economic Duty (Strategic Decisions Only)**

The [Socio-economic Duty](#) provides a framework in order to ensure tackling inequality is at the forefront of decision making. The duty requires the Council, when making strategic decisions, to consider how decisions can help reduce inequality of outcomes.

The duty defines **socio-economic disadvantage** as “living in less favourable social and economic circumstances than others living in the same society”.

The duty generally defines **strategic decisions** as “decisions which effect how the Council fulfils its intended statutory purpose over a significant period of time and not routine day-to-day decisions”. Examples of strategic decisions includes those which are statutory; happen over a significant time; not routine; have strategic intent; strategies or the setting of strategic objectives; service delivery and improvement plans;



medium to long-term plans etc. **Please consider these additional vulnerable group and the impact your proposal may or may not have on them:**

- *Single parents and vulnerable families*
- *People with low literacy/numeracy*
- *Pensioners*
- *Looked after children*
- *Homeless people*
- *Carers*
- *Armed Forces Community*
- *Students*
- *Single adult households*
- *People misusing substances*
- *People who have experienced the asylum system*
- *People of all ages leaving a care setting*
- *People living in the most deprived areas in Wales (WIMD)*
- *People involved in the criminal justice system*

<b>Does this ‘Option’ have a <u>positive or a negative impact</u> on any of the following themes?</b>		<b>Please describe what the impact will be?</b>	<b>What is the significance of the impact?</b>  <i>For example, a ‘high’ negative impact would have a significant disproportionate impact on a specific group</i>	<b>Negative impacts identified</b>  <i>If ‘low’ please explain the reason for this significance rating.</i>  <i>If ‘high’ please state ‘Integrated Impact Assessment’ required and refer to Part II</i>
<p><i>Please complete as applicable</i></p>				

<b>SED-Education</b> The capability to be knowledgeable	Positive <input type="checkbox"/> Negative <input type="checkbox"/>	→	<u>Positive</u>  <u>Negative</u>	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High <input type="checkbox"/> Low	
<b>Does this 'Option' have a <u>positive or a negative impact</u> on any of the following themes?</b>  <i>Please complete as applicable</i>			<b>Please describe what the impact will be?</b>	<b>What is the significance of the impact?</b>  <i>For example, a 'high' negative impact would have a significant disproportionate impact on a specific group</i>	<b>Negative impacts identified</b>  <i>If 'low' please explain the reason for this significance rating.</i>  <i>If 'high' please state 'Integrated Impact Assessment' required and refer to Part II</i>
<b>SED-Work</b> The capability to work in just and favourable conditions	Positive <input type="checkbox"/> Negative <input type="checkbox"/>	→	<u>Positive</u>  <u>Negative</u>	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High <input type="checkbox"/> Low	
<b>SED-Living Standards</b> The capability to enjoy a comfortable standard of living	Positive <input type="checkbox"/> Negative <input type="checkbox"/>	→	<u>Positive</u>  <u>Negative</u>	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High <input type="checkbox"/> Low	
<b>SED-Health</b> The capability to be healthy, physically, and mentally	Positive <input type="checkbox"/> Negative <input type="checkbox"/>	→	<u>Positive</u>  <u>Negative</u>	<input type="checkbox"/> High <input type="checkbox"/> Low  <input type="checkbox"/> High <input type="checkbox"/> Low	

<p><b>SED-Justice &amp; Security</b> The capability to avoid premature mortality</p>	<p>Positive <input type="checkbox"/>      Negative <input type="checkbox"/></p>	<p>→</p>	<p><u>Positive</u></p> <p><u>Negative</u></p>	<p><input type="checkbox"/>High <input type="checkbox"/>Low</p> <p><input type="checkbox"/>High <input type="checkbox"/>Low</p>	
<p><b>Does this 'Option' have a <u>positive or a negative impact</u> on any of the following themes?</b></p> <p><i>Please complete as applicable</i></p>			<p><b>Please describe what the impact will be?</b></p>	<p><b>What is the significance of the impact?</b></p> <p><i>For example, a 'high' negative impact would have a significant disproportionate impact on a specific group</i></p>	<p><b>Negative impacts identified</b></p> <p><i>If 'low' please explain the reason for this significance rating.</i></p> <p><i>If 'high' please state 'Integrated Impact Assessment' required and refer to Part II</i></p>
<p><b>SED-Participation</b> The capability to participate in decision making and in communities, accessing services</p>	<p>Positive <input type="checkbox"/>      Negative <input type="checkbox"/></p>	<p>→</p>	<p><u>Positive</u></p> <p><u>Negative</u></p>	<p><input type="checkbox"/>High <input type="checkbox"/>Low</p> <p><input type="checkbox"/>High <input type="checkbox"/>Low</p>	

**Children’s Rights Approach - [The Right Way](#)**

The Children’s Rights Approach – The Right Way is a framework for working with children, grounded in the UN Convention on the Rights of the Child (UNCRC). It places the UNCRC at the core of planning and service delivery and integrates children’s rights into every aspect of decision-making, policy and practice. The Right Way focuses on three main them Participation, Provision and Protection.

<p><b>Does this ‘Option’ have a <u>positive or a negative impact on children &amp; people’s participation, provision or protection.</u></b></p> <p><i>Please complete as applicable</i></p>			<p><b>Please describe what the impact will be?</b></p>	<p><b>What is the significance of the impact?</b></p> <p><i>For example, a ‘high’ negative impact would have a significant disproportionate impact on a specific group</i></p>	<p><b>Negative impacts identified</b></p> <p><i>If ‘low’ please explain the reason for this significance rating.</i></p> <p><i>If ‘high’ please state ‘Integrated Impact Assessment’ required and refer to Part II</i></p>
<p><b>Participation</b> (child or young person as someone who actively contributes to society as a citizen)</p>	<p>Positive <input type="checkbox"/></p> <p>Negative <input type="checkbox"/></p>	→	<p><u>Positive</u></p> <p><u>Negative</u></p>	<p><input type="checkbox"/>High</p> <p><input type="checkbox"/>Low</p> <p><input type="checkbox"/>High</p> <p><input type="checkbox"/>Low</p>	
<p><b>Provision</b> (the basic rights of children and young people to survive and develop)</p>	<p>Positive <input type="checkbox"/></p> <p>Negative <input type="checkbox"/></p>	→	<p><u>Positive</u></p> <p><u>Negative</u></p>	<p><input type="checkbox"/>High</p> <p><input type="checkbox"/>Low</p> <p><input type="checkbox"/>High</p> <p><input type="checkbox"/>Low</p>	
<p><b>Protection</b> (children and young people are protected against exploitation, abuse or discrimination)</p>	<p>Positive <input type="checkbox"/></p> <p>Negative <input type="checkbox"/></p>	→	<p><u>Positive</u></p> <p><u>Negative</u></p>	<p><input type="checkbox"/>High</p> <p><input type="checkbox"/>Low</p> <p><input type="checkbox"/>High</p> <p><input type="checkbox"/>Low</p>	

## **PART2: INTEGRATED IMPACT ASSESSMENT REQUIRED – GUIDANCE NOTE**

Where any negative impacts of ‘high’ significance have been identified as part of the screening exercise then an IIA needs to be undertaken. The IIA consists of 7 sections and a series of questions to help further understand the impacts in more depth through a thorough examination of evidence and available research which will help you to identify how any detrimental impacts can be mitigated:

Section 1 – Protected Characteristics

Section 2 – Welsh Language

Section 3 – Socio-economic Duty (Strategic Decisions Only)

Section 4 - Children’s Rights Approach – The Right Way

Section 5 – Data

Section 6 – Consultation

Section 7 - Decision

You are only required to complete Section 1, 2, 3 or 4, if relevant, and it is appropriate to do so.

You must complete sections 5,6 & 7 as they are mandatory.

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# Agenda Item 7

Executive Committee and Council only

Date signed off by the Monitoring Officer: N/A

Date signed off by the Section 151 Officer: N/A

Committee: **Partnership Scrutiny Committee**  
Date of meeting: **14<sup>th</sup> October 2022**  
Report Subject: **Proposed Scrutiny Committee Forward Work Programme 2022-23**  
Portfolio Holder: **All Portfolios**  
Report Submitted by: **Democratic and Scrutiny Officer**

Reporting Pathway								
Directorate Management Team	Corporate Leadership Team	Portfolio Holder / Chair	Audit Committee	Democratic Services Committee	Scrutiny Committee	Executive Committee	Council	Other (please state)
July 2022	25.08.22	05.10.22			14.10.22	Executive FWP – 14.09.21	Council FWP – 29.9.21	

1. **Purpose of the Report**
  - 1.1 To present the Partnership Scrutiny Work Programme for 2022-23 (Appendix 1) and to seek approval from Committee.
2. **Scope and Background**
  - 2.1 The Scrutiny Work Programmes are key aspects of the Council's planning and governance arrangements and support the requirements of the Constitution.
  - 2.2 The topics set out in the Forward Work Programme link to the strategic work of the Council as identified by the Council's Corporate Plan, agreed by the Council in July 2020, corporate documents and supporting business plans.
  - 2.3 The Scrutiny Committee Forward Work Programmes are also aligned to the Governance and Audit Committee, Executive Committee and Council Forward Work Programmes.
  - 2.4 The Work Programme is a fluid document and there is flexibility to allow for regular review between the Chair and the Committee.
  - 2.5 The Work Programmes have been discussed with Chairs and Vice-Chairs of individual committees, prior to presentation to the respective scrutiny committees for consideration and approval.
3. **Options for Recommendation**
  - 3.1 The work programmes have been endorsed by the relevant departments of the Council.
  - 3.2 **Option 1**  
To agree the Forward Work Programme for the People Scrutiny Committee.  
**Option 2**  
To suggest any amendments prior to agreeing the Forward Work Programme.

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**Partnership Scrutiny Committee  
DRAFT Forward Work Programme**

Dates	Topic	Purpose	Lead	Other meeting date
Friday 14 <sup>th</sup> October 2022	Partnership Agreement	<b>Pre Decision</b> To consider the Local partnership agreement between the Local Authority and Schools.	Michelle Jones	Executive – 26.10.22
	Gwent Well-being Plan	<b>Pre Decision</b> To provide Members with the opportunity to consult on the Wellbeing Plan.	Sarah King / David Arnold	PSB -
	National Collaborative Arrangements for Welsh (Local Authority) Adoption and Fostering Services	To update on the proposals for developing the governance and enabling arrangements for the National Adoption Services for Wales.	Tanya Evans	Council – 24.11.22

<b>Dates</b>	<b>Topic</b>	<b>Purpose</b>	<b>Lead</b>	
Tuesday 22 <sup>nd</sup> November 2022	Regional Partnership Board	<b>Performance Monitoring</b> Members to be informed of the decisions taken by the Regional Partnership Board	Tanya Evans  <i>Invitee: Lead Member</i>	
	SRS	<b>Performance Monitoring</b>	Bernadette Elias  <i>Invitee: SRS</i>	Executive – 07.12.22
	Aneurin Leisure Trust Performance and Monitoring	<b>Performance Monitoring</b> Members to consider the content of the six monthly ALT performance report and to discuss areas for future monitoring arrangements.	Joanne Sims  <i>Invitee: ALT</i>	Executive – 07.12.22

<b>Dates</b>	<b>Topic</b>	<b>Purpose</b>	<b>Lead</b>	
Tuesday 7 <sup>th</sup> February 2023	Regional Partnership Board	<b>Performance Monitoring</b> Members to be informed of the decisions taken by the Regional Partnership Board	Tanya Evans  <i>Invitee: Lead Member</i>	
	Education Achievement Service (EAS) Business Plan 2022/23	<b>Pre Decision</b> To consult Members on the draft EAS Business Plan for 2022/23.	Luisa Munro-Morris / Michelle Jones  <i>Invitee: EAS</i>	

Dates	Topic	Purpose	Lead	
Tuesday 28 <sup>th</sup> March 2023	Review of Governance and oversight arrangements of companies of which the Council has an interest	Following the audit Wales review of Silent Valley and subsequent recommendation, the following companies will be included within this report: Gwent Crematorium Gwent Archives EAS ALT	Sarah King	Governance and Audit
	Welsh Public Library Standards (WPLS) Annual Return 2019/20	<b>Performance Monitoring</b> Members to consider the Annual Assessment from Welsh Government which highlights Blaenau Gwent's performance against the Welsh Public Library Standards.	Joanne Sims <i>Invitee: ALT</i>	Executive – 19.04.23

Dates	Topic	Purpose	Lead	
When available	Local Public Service Board Items		Sarah King	
TBC	Tech Valleys		Ellie Fry	

<b>Member Briefing Sessions</b>			
<b>Date</b>	<b>Topic</b>	<b>Purpose</b>	<b>Lead Officer</b>
Quarterly	Directorate Briefings	A closely focused directorate update session to provide information and detail on service areas in order to raise the interest and enthusiasm of members. This also provides a legitimate avenue to raise local issues outside of the scrutiny process.	All
Mid September	Overview of each Partnership linked to the FWP: <ul style="list-style-type: none"> <li>• Public Service Board (PSB)</li> <li>• Cardiff Capital Region City Deal (CCRCD)</li> <li>• Education Achievement Service (EAS)</li> <li>• Regional Partnership Board (RPB)</li> <li>• Tech Valleys</li> <li>• Shared Resource Service (SRS)</li> <li>• Aneurin Leisure Trust (ALT)</li> </ul>	To brief members on background to the Partnerships listed and a current position statement.  Recommend 10 minute slot per Partnership overview.	All
Early November	SRS	An update to be provided to Members prior to the Scrutiny committee meeting in November.	Bernadette Elias
	Post 16 Learner Outcomes	The session is to provide Members with an overview of the BG Learning Zone's post 16 attainment levels for both academic and vocational areas of learning.	Joanne Sims Coleg Gwent
November	Cardiff Capital Region City Deal	To inform Members of the various projects that are being funded.	Ellie Fry

# Agenda Item 8

*Executive Committee and Council only*

Date signed off by the Monitoring Officer:

Date signed off by the Section 151 Officer:

Committee: **Partnership Scrutiny Committee**

Date of meeting: **14<sup>th</sup> October 2022**

Report Subject: **Statutory Maintained Schools Partnership Agreement**

Portfolio Holder: **Cllr Sue Edmunds, Executive Member for People and Education**

Report Submitted by: **Michelle Jones Strategic Education Improvement Manager**

Reporting Pathway								
Directorate Management Team	Corporate Leadership Team	Portfolio Holder / Chair	Governance & Audit Committee	Democratic Services Committee	Scrutiny Committee	Executive Committee	Council	Other (please state)
		05.10.22			14.10.22	26.10.22		Headteacher Working Group Chair of Governors meeting

## 1. Purpose of the Report

- 1.1 The purpose of the report is to provide Members of the Partnership Scrutiny Committee with an opportunity to contribute to the development of the Statutory Maintained Schools Partnership Agreement that sets out the way the Local Authority (LA) works with schools and their respective governing bodies to improve the collaborative working arrangements.

## 2. Scope and Background

- 2.1 The Council has a statutory duty under the Maintained Schools (Partnership Agreement) (Wales) Regulations 2007 for the Local Authority to enter into a Partnership Agreement with the Governing Body of each school they maintain.
- 2.2 The Partnership Agreement includes those statutory functions, which must be included, and these are outlined below:
- how the LA will promote high standards and support schools in particular those giving cause for concern, in special measures or requiring significant improvement and the factors that the LA will take into account in identifying schools giving cause for concern;
  - the support that the LA will provide for governing bodies where the authority has exercised its powers of intervention or suspended the right to a delegated budget, and in instances where an inspection of a school causes concern or the authority appoints additional governors;
  - responsibility of the LA to provide governors with support;
  - the reports which the governing body provides to the LA on the discharge of its functions;
  - the responsibility of the school and the LA for health and safety matters and their respective duties to employees and other persons in respect of these matters;

- the responsibility of the school and LA for the control of school premises and their maintenance and repairs and how the governing body may exercise its powers to provide community facilities; and,
- the LA duties regarding the defrayment of expenses of maintaining schools.

2.3 The draft Partnership Agreement is attached as Appendix 1 for Members' consideration.

### 3. **Options for Recommendation**

3.1 This report has been approved by Education DMT for submission to the Partnership Scrutiny Committee. The document is presently being commented on by Headteachers and Governing Bodies prior to being presented to CLT and the Executive Committee for adoption later this year.

**Option 1:** To consider and accept the information in the report and appendices.

**Option 1:** To consider the information contained in the report and appendices and provide comments to further the development of the Statutory Partnership Agreement and in doing so, influence the way in which the LA works with schools and Governing bodies, for approval by the Executive Committee.

### 4. **Evidence of how does this topic supports the achievement of the Corporate Plan / Statutory Responsibilities / Blaenau Gwent Well-being Plan**

4.1 The proposed document complies with the requirements of the Maintained Schools (Partnership Agreements) (Wales) Regulations 2007

4.2 The content of the proposed Statutory Partnership document is aligned to the objectives in the Blaenau Gwent Wellbeing Plan, which aims for everyone to have the best start in life. Through this plan it seeks to ensure that the education provision is appropriate and able to meet the needs of children and young people within Blaenau Gwent's schools.

### 5. **Implications Against Each Option**

#### 5.1 ***Impact on Budget (short and long term impact)***

There are no direct financial implications associated with this report.

#### 5.2 ***Risk including Mitigating Actions***

The LA's current Statutory Partnership Agreement came to an end in 2021 and there is a need to secure a new agreement with partners.

Should a revised Partnership Agreement not be agreed there is a risk that the roles and responsibilities of the partners will not be clearly defined, resulting in a lack of clarity on respective responsibilities that may inhibit the required improvements in educational standards and non-compliance with

the Maintained Schools (Partnership Agreements) (Wales) Regulation 2007.

### 5.3 **Legal**

A Partnership Agreement is defined in the Education Act 2002 as an agreement about how an LA and the governing body of a school will act to discharge their functions in relation to the school. If an LA is unable to reach agreement with a governing body, it can draw up a statement setting out how the LA and the governing body will discharge their functions. There is a requirement that Local Authorities must enter into Partnership Agreement with the governing body of each school they maintain. The Maintained Schools (Partnership Agreements) (Wales) Regulations 2007 sets out the relevant provisions.

### 5.4 **Human Resources**

There are no direct human resource implications associated with this report.

## 6. **Supporting Evidence**

### 6.1 **Performance Information and Data**

All Governing Bodies of Maintained Schools have previously adopted the current Statutory Partnership Agreement.

### 6.2 **Expected outcome for the public**

### 6.3 **Involvement (consultation, engagement, participation)**

The engagement activities planned will underpin the development of the Partnership Agreement and as such the engagement with People Scrutiny is a key piece of this work in ensuring that those stakeholders with an interest are actively involved in shaping the document.

### 6.4 **Thinking for the Long term (forward planning)**

The draft Partnership Agreement is aligned to the principles contained in the Vision for Education.

### 6.5 **Preventative focus**

The draft Partnership Agreement is set within the context of the Vision for Education which places the child at the centre, ensuring that early identification of pupils needs leading to timely targeted intervention being central to securing a preventative approach is recognised and fully supported.

### 6.6 **Collaboration / partnership working**

The draft Partnership Agreement sets out the respective roles and responsibilities for each of the partners.

### 6.7 **Integration (across service areas)**

The draft Partnership Agreement sets out the roles and responsibilities of the respective partners and identifies how schools will work with others in an integrated way but focused on pupils at the centre.

6.8 ***Decarbonisation and Reducing Carbon Emissions***

There are no decarbonisation or carbon emission issues arising from this report

6.9 ***Integrated Impact Assessment***

An EQIA for the Partnership Agreement has been undertaken and no adverse impact has been identified.

7. **Monitoring Arrangements**

7.1 The revised draft Partnership Agreement is a statutory document which is the cornerstone of a suite of documents between the Local Authority and their schools. The adoption of the final document will be monitored through the termly policy adoption updates received from the Education Achievement Service. (EAS)

**Background Documents / Electronic Links**

- Appendix 1 – Partnership Agreement



# Maintained Schools Partnership Agreement September 2022 To August 2025

**Review Date September 2023**

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- Responsibilities for Managing Staff Attendance
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49

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- School Budget Forum
- Membership
- Admission Forum
- Other Meetings likely to include Schools
- Communication with Schools from the Council
- Full Public Consultation Documents
- Policy Adoption
- Written, email and telephone correspondence with schools
- Council Staff and Visits to Schools
- Monitoring of Statutory Functions
- Formal Complaints
- Public Relations
- Senedd Member and Member of Parliament Visits and Invitations

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## **I. Introduction and Vision**

### **1.1 The Maintained Schools (Partnership Agreements) (Wales) Regulations 2007**

Section 197 of the Education Act 2002 requires local authorities to enter into a partnership agreement with the governing body of each school maintained by the Council (LA). The agreement details how the Council and the governing body of a maintained school will discharge their functions in relation to a school. The regulations impose duties upon all Councils and governing bodies of schools maintained by them to enter into Partnership Agreements.

The purpose of this Partnership Agreement is to facilitate the Council's vision and purpose for education. The agreement provides clarity about respective roles and responsibilities to enhance and sustain partnership working between the Council and its schools to raise standards and improve wellbeing. Should the parties be unable to agree a Partnership Agreement, the Council will draw up a statement setting out how the governing body and Council are to discharge their respective functions.

The Partnership Agreement as recommended by Welsh Government comprises several statutory and non-statutory functions. For ease of reference, the statutory functions are summarised at Appendix 1.

At the time of writing the world is responding to a pandemic of unprecedented scale. This document is written with this context, noting that many regulations are presently suspended in the light of the current circumstances, including performance reporting and school categorisation.

### **1.2 Purpose and Vision for Education**

The Education Directorate's purpose is to deliver 'Better Schools. Better Communities and Better Citizens'. This is supported by a vision for education that was developed following extensive consultation with Headteachers, Governors and partners, the Council has agreed a vision for education as follows:-

***'To secure excellent achievement and wellbeing through a partnership, school-led, self-improving, school to school, system approach'***

The vision will be delivered through, effective and progressive partnership arrangements between the Council and its schools characterised by:-

- a primary focus on improving teaching and learning; improving progression and continuity between schools and reducing variation within and between schools,
- a collective commitment to secure wellbeing and reduce the impact of pupil deprivation and disadvantage,
- schools working collaboratively to support and challenge each other to achieve ambitious outcomes for all learners,
- school leaders, governors and the Local Authority sharing collective responsibility for the continuous improvement of schools.

This Partnership Agreement has been developed and reviewed by the Council following discussions with schools.

Organisational arrangements to support improved outcomes for learners are subject to regular review and refinement. However, the two agencies which underpin educational improvement are the Council as the democratically elected body with statutory powers for education and local schools with the obligation for delivery. These agencies are the parties to this Partnership Agreement.

At a regional level, Blaenau Gwent is part of the South East Wales Consortium (SEWC). In line with the requirements of the National Model for regional working the Education Achievement Service (EAS) is commissioned to deliver school improvement services. This Partnership Agreement reflects a shared understanding that initiatives will continue to be developed locally, through the EAS, in response to Welsh Government Regulations. This agreement also details the functions undertaken by the EAS on behalf of Blaenau Gwent Council, and the Council's expectations of the EAS.

This Partnership Agreement embodies the principles outlined in the United Nations Convention on the Rights of the Child (UNCRC) and seeks to embed the principles outlined in the March 2017 publication by the Children's Commissioner "The Right Way".

<https://www.childcomwales.org.uk/wp-content/uploads/2017/04/The-Right-Way.pdf>

In addition to the Local Authority functions defined as part of this agreement, there are a range of local authority services which are provided through service level agreements (SLA's) to schools. These services are optional for schools and are not detailed as part of this agreement. The only SLA obligation reflected in this agreement is the obligation for the Council to produce a schedule detailing the range and terms of any SLA offer and for schools to provide a clear response.

### **1.3 The Agreement**

This agreement sets out how Blaenau Gwent County Borough Council (the Council) and maintained School Governing Bodies will carry out their respective functions in relation to schools. The purpose of the agreement is to sustain and enhance partnership working between the Council and its schools in order to raise standards, improve wellbeing and deliver the Council's vision for education.

The Governing Body of a maintained school is responsible for the conduct and standards of the school. The Council shares responsibility for standards in schools, for school improvement (including the use of statutory powers of intervention), for the organisation of schools and for the overall provision of education services in Blaenau Gwent.

This Partnership Agreement applies to all maintained schools. Governing Bodies of Voluntary Aided and Foundation Schools will have additional responsibilities in relation to governance, admissions, staffing and buildings and will also have a relationship with a Diocese or Trust. These are reflected within the document.

## 1.4 The Essential Duties of the Partners.

Each maintained school is under the direction of its Governing Body

### Partnership Responsibilities

COUNCIL	GOVERNING BODIES IN CONSULTATION WITH THE SCHOOLS SENIOR LEADERSHIP TEAM (SLT)	GOVERNING BODIES
<ul style="list-style-type: none"> <li>• Strategic management of education;</li> <li>• School improvement and tackling low achievement through:-               <ul style="list-style-type: none"> <li>○ Monitoring performance, , challenge, intervention and support;</li> <li>○ Contribution to school improvement and management of national strategies;</li> </ul> </li> <li>• Statutory functions in respect of Additional Learning Needs ;</li> <li>• Education welfare and education of excluded pupils and other pupils unable to attend school;</li> <li>• Statutory duty to provide Counselling for 11–18-year-olds including provision for year 6 pupils;</li> <li>• Provision of Youth Service;</li> <li>• Co-ordinate the Youth Engagement and Progression Framework</li> <li>• Access;</li> <li>• Strategic Planning of School Places – sufficiency, suitability and condition;</li> <li>• Strategic capital investment.</li> </ul>	<p>The Governing Body in consultation with the school's SLT should:</p> <ul style="list-style-type: none"> <li>• Agree the aims and values of the school;</li> <li>• Agree policies relating to the aims, purpose and practices of the school;</li> <li>• Consider and approve the School Development / Improvement Plans;</li> <li>• Ensure that the appropriate Curriculum is taught and that there are sufficient staff to teach it;</li> <li>• Monitor and review the schools progress;</li> <li>• Ensure individual pupils' needs are met, including additional needs;</li> <li>• Approve and monitor the expenditure of the budget of the school, taking corrective action as necessary;</li> <li>• Recruit and select staff and ensure effective arrangements for the management of staff;</li> <li>• Provide parents with information about the school;</li> <li>• Produce action plans for improvement following school inspections;</li> <li>• Establish and maintain positive links with the local business community and the wider community</li> </ul>	<p>Governing bodies of all schools must exercise their function with a view to fulfilling <b>a strategic role</b> in running the school.</p> <p>This includes a clear understanding of their statutory obligations as Governors to set and work toward a coherent School Development /Improvement Plan.</p> <p>The strategic framework should be established by:</p> <ul style="list-style-type: none"> <li>• Setting aims and objectives for the school;</li> <li>• Adopting policies for achieving those aims and objectives;</li> <li>• Setting targets for achieving those aims and objectives.</li> </ul> <p>Individual Governors have a responsibility to ensure that they have an understanding of the legislation and the role of the Governing Body and governors.</p> <p>The Governing Body should be ready to explain its actions and decisions to anyone who has a legitimate interest in the school</p>

<ul style="list-style-type: none"><li>• Strategic Financial management (capital and revenue).</li><li>• Engagement with SEWC to ensure effective direction of EAS to help raise standards.</li></ul>	<ul style="list-style-type: none"><li>• Promote the effectiveness of the governing body</li><li>• Support the day-to-day operational decisions taken by the Headteacher.</li></ul>	
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### 1.5 Categories of School and Respective Functions of the Governing Body.

The responsibilities of individual Governing Bodies for staffing, admissions and premises vary dependent upon the category of school as follows:-

**Note -Throughout this agreement, whilst the school obligations detailed are the responsibility of the Governing Body to monitor and secure, it is acknowledged that the delivery process will require close and effective working between the Governing Body, Headteacher and the school Senior Leadership Team.**

	<b>Staffing</b>	<b>Admissions</b>	<b>School Premises and Capital</b>
<b>COMMUNITY AND COMMUNITY SPECIAL</b>	For schools with delegated budgets, the governing body is accountable for staff recruitment, pay, discipline and dismissal. Some obligations remain with the Council e.g. statutory redundancy pay.	Council	Premises owned by Council.  Capital funding provided by Council.
<b>VOLUNTARY CONTROLLED</b>	As Community and Community Special Schools	Council	Premises held on trust by a foundation.  Capital funding provided by Council.
<b>FOUNDATION</b>	Staff employed by governing body.	Governing Body	Premises held on trust by a foundation.  Capital funding provided by Council.
<b>VOLUNTARY AIDED</b>	Staff employed by governing body.	Governing Body	Premises held on trust by a foundation.  Capital funding provided by Council and or WG.

## **2. Achieving Excellence**

### **2.1 Performance Summary - Agreeing Targets**

Presently, there is no expectation upon school to produce targets. However, The Council may at a future date issue an addendum to the Partnership Agreement.

### **2.2 Pupil Progress**

Historically there are a number of statutory performance indicators determined by the Welsh Government that must be reported on each year. These underpin the core functions of the Council to promote standards, continuous improvement and best practice. In addition, the Council has a number of local indicators used to monitor performance. However, presently the regulations relating to this have been suspended and the Council may issue an Addendum to this document at a future date.

The table below summaries the respective responsibilities of each partner.

#### **Responsibilities for Pupil Progress**

<b>Council</b>	<b>Governing Body</b>
<ul style="list-style-type: none"><li>• Promote standards, continuous improvement, best practice across all school, challenging underperformance where appropriate;</li><li>• Facilitate training for governors and school staff on raising attainment and sharing good practice;</li><li>• Promote school to school working and support, including Cluster Improvement Plans.</li><li>• Through EAS, provide differentiated support, challenge and intervention to schools for raising attainment in line with the Council's policy and vision.</li><li>• Monitor and work with partners to reduce the number of young people becoming NEET (Not in Education, employment or training) leaving Year 11</li></ul>	<ul style="list-style-type: none"><li>• Continuously monitor, discuss and analyses performance to review targets for improvement;</li><li>• Ensure consistent focus on delivery of agreed school based targets.</li><li>• Ensure that key personnel attend relevant timely professional development activities;</li><li>• Publish school performance data via the school prospectus and Governors annual report to parents in line with statutory requirements,</li><li>• Ensure that individual pupil data is shared with relevant school based staff using the appropriate electronic system in a timely manner.</li><li>• Engage with school networks for improvement and actively contribute to the Cluster Improvement Plan.</li></ul>

### 2.3 Attendance

Schools and the Council will monitor attendance levels to improve pupil attendance. In discussion with schools, the Council will also monitor exclusion levels.

#### Responsibilities for Improving Attendance

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Monitor and discuss attendance data with schools to secure improvements to attendance levels;</li> <li>• Monitor discuss and analyses attendance data for schools on the Councils agreed electronic system;</li> <li>• Undertake register inspections in schools;</li> <li>• Provide advice to schools on attendance data and children missing education processes;</li> <li>• Facilitate training for governors and school staff on improving attendance;</li> <li>• Provide support, guidance and intervention for schools to improve attendance;</li> <li>• Implement statutory changes to the law e.g. fixed penalty notices;</li> <li>• To process requests for a transfer between schools in accordance with the timeframes prescribed in the School Admission Code;</li> <li>• To promote the need for and benefits of regular school attendance through the use of a BG marketing and publicity campaign;</li> <li>• To implement local authority guidance on emotionally based school avoidance. EPS will develop training packages for schools around this area.</li> </ul>	<ul style="list-style-type: none"> <li>• Work with the Council to ensure that governors have an understanding of attendance processes, legislation and their responsibilities by attending relevant training.</li> <li>• Monitor, discuss and analyses attendance data to support targeted interventions to raise attendance at a school level;</li> <li>• Implement Council and national policies in accordance with the prescribed timeframes.</li> <li>• To ensure that a pupil who transfers schools is enrolled without delay following admission following the admission notification from the Council.</li> <li>• To ensure that the council is notified promptly of all children that move out of the local authority without a destination school.</li> </ul>

## 2.4 Exclusions

Schools and the Council will monitor exclusion levels, providing support and guidance of local and national responsibilities. For permanently excluded pupils the Council will work collaboratively with schools to ensure that suitable appropriate provision is provided.

### Responsibilities for Reducing Exclusions

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Provide training, advice and support on the correct use of the exclusion process and the promotion of alternative strategies to exclusion, including managed move meetings;</li> <li>• Support schools for the reduction of exclusions;</li> <li>• Support schools in carrying out managed moves as a recognised strategy for managing behavior</li> <li>• Support governing bodies in their consideration of exclusions and provide further support once the decision is made to exclude;</li> <li>• Collate and report exclusions statistics as required to the Welsh Government</li> <li>• Work with schools to better support early identification of children and young people with challenging needs and provide holistic support through safer schools approaches</li> <li>• Ensure that the hard to place protocol is followed for pupils returning to school following a permanent exclusion.</li> <li>• Work with school leadership teams where high levels of exclusions are identified</li> </ul>	<ul style="list-style-type: none"> <li>• Work with the Council to ensure that governors have a correct understanding of the use of exclusions and the procedures involved through relevant training.</li> <li>• Ensure that exclusions data is monitored regularly informed by school targets, and school arrangements to minimise exclusions are monitored effectively</li> <li>• Ensure that all incidents of exclusions are recorded immediately on the school's database and report all exclusions within one day to the Council's lead officer for Exclusions;</li> <li>• Ensure that accurate information is transferred to a pupil's new school via the agreed transfer system in accordance with relevant guidelines and timeframes set.</li> </ul>

## **Targets For Learner Participation**

As a result of the Pandemic and the relaxation of the requirement to set targets this section has been removed. However, the LA may issue an addendum should the position change.

## **2.5 Pupil Transition Arrangements**

There is a transition policy in place to support children moving from pre-school provision into school nurseries. Staff from the pre-school setting and a representative from the relevant school will attend scheduled termly transition cluster meetings the half term before the child transitions to school to share information and documentation. These cluster meetings also offer the opportunity for pre-school settings to share information and documentation for children moving from Early Education place (3-4 year old provision) at that setting into an Early Education place at school.

Where a child has an Additional Learning Need, nursery school staff are invited to a Person Centered Planning meeting with the childcare setting and other involved professionals in the half term prior to transition and settling in visits are arranged.

## **Transition between Childcare settings and Foundation Phase settings for the purpose of Welsh Government's Childcare Offer**

The Welsh Government Childcare Offer has been implemented in Blaenau Gwent since September 2017, The Offer for eligible parents is to have 30 hours of combined Early Education and childcare per/week The offer is available to parents of children from the term after their 3<sup>rd</sup> birthday, up until the September following their 4<sup>th</sup> birthday, up to 5 terms.. The responsibility of how and where the entitlement of the additional free childcare is taken lies with parents. Information on registered providers is offered by the Family Information Service and parents contract with the settings of their choice.

The key to successful and smooth transition between the Early Education placement and childcare setting and vice versa, for the purpose of the Childcare Offer, is maintaining good relationships between staff of both settings and the children. Strong relationships between settings will promote the children's wellbeing as it will ensure that children develop strong, secure attachments in both elements of their care and education and also receive consistently high levels of support at all times.

## Responsibilities for Transition from Nursery to Primary

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Publish the Admissions Policy for Nursery and Statutory Education;</li> <li>• Facilitate the Blaenau Gwent Admissions Forum;</li> <li>• Administer the published Admissions arrangements, in line with the School Admissions Code (2013);</li> <li>• Publish and advise parents who have been refused a place, of their legal right to appeal and present the case for refusal at Appeals Panel hearings;</li> <li>• For community maintained schools, process school admission requests in accordance with the Council's admission policy within the required timeframes detailed within the Council's Policy;</li> <li>• Share admission/ pupil data and transfer information with schools;</li> <li>• Administer in-year transfers in line with the Council's Policy, ensuring the relevant processing timescales and requirements are met;</li> <li>• Provide training for Foundation Phase pedagogy and philosophy;</li> <li>• Provide skills progression documents for use by pre – school settings and schools to help providers evaluate progress of children;</li> <li>• Provide specialist support, advice and guidance to pre-school settings and schools for pupils with additional learning needs;</li> <li>• Provide a bespoke support package to registered providers to ensure all settings are given up to date personalised and professional development for practitioners relevant to their needs; and, Provide training, support and demonstrations for parents on a number of parent programmes to promote Basic Skills e.g. Language and Play and Numbers and Play.</li> </ul>	<p><b>Community Maintained schools</b></p> <ul style="list-style-type: none"> <li>• To provide the Admissions team with up-to-date information on pupil movement out of the County Borough;</li> <li>• To provide the Admissions team with supporting information in line with admission appeals, whereby the team are arguing on behalf of the school;</li> <li>• To ensure the school develops best practice in transition</li> <li>• Provide information about the child, including interests and areas for development, to the relevant school;</li> <li>• Use pupil portfolios, if appropriate to individualise each pupils progress, including like and dislikes.</li> <li>• Monitor carefully transition between home and setting and between different settings to support everyone involved;</li> <li>• Liaise with registered Early Years nursery or preschool provider to secure Foundation Phase entitlement and clear transition plan;</li> <li>• Set up visits to build up personal relationships;</li> <li>• Invite parents to events;</li> <li>• Provide parents with information pack;</li> <li>• Establish links with feeder playgroups/flying start/ non-maintained settings;</li> <li>• Promote self-confidence and positive attitudes to learning in all children;</li> </ul> <p>In addition to the above Governors of Foundation, Voluntary aided and voluntary controlled schools must:-</p> <ul style="list-style-type: none"> <li>• Provide timely admission information to the Council</li> </ul>

## Responsibilities for Transition from Primary to Secondary

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Publish the Admissions Policy for Nursery and Statutory Education;</li> <li>• Facilitate the Blaenau Gwent Admissions Forum and strategic support for voluntary aided and foundation arrangements;</li> <li>• Strategic management of school places;</li> <li>• Administer the published Admissions arrangements, in line with the School Admissions Code (2013);</li> <li>• Publish and advise parents who have been refused a place, of their legal right to appeal and present the case for refusal at Appeals Panel hearings;</li> <li>• For community maintained schools, process school admission requests in accordance with the Council's admission policy within the required timeframes detailed within the Council's Policy;</li> <li>• Share admission/ pupil data and transfer information with schools; Administer in-year transfers in line with the Council's Policy, ensuring the relevant processing timescales and requirements are met;</li> <li>• Work with clusters of schools to develop, monitor and review transition plans and practice to ensure transition is managed effectively;</li> <li>• Facilitate the transfer of performance, attendance and other appropriate information in order that secondary schools meet the needs of learners;</li> <li>• Support and develop curricular initiatives which create continuity of experiences for learners moving across phases and via the EAS professional learning offer to enable schools to access a range of programmes to support effective teaching and learning</li> </ul>	<ul style="list-style-type: none"> <li>• To provide the Admissions team with up-to-date information on pupil movement out of County Borough;</li> <li>• To provide the Admissions team with supporting information in line with admission appeals,</li> <li>• Produce a transition plan in accordance with Welsh Government guidance;</li> <li>• Identify and develop cluster based models for transition as part of the School Development Planning process;</li> <li>• Ensure continuity and progression in the delivery and planning of the curriculum across key stages;</li> <li>• Ensure proper availability and use of pupil transfer data;</li> <li>• Identify and target specific support at those pupils considered to be vulnerable.</li> <li>• Ensure parents/carers are fully informed of the transfer process;</li> <li>• Monitor and evaluate the impact if improved transition arrangements on learners' progress and standards.</li> </ul>

<ul style="list-style-type: none"><li>• Provide targeted support through agreed plans in partnership the commissioned EAS where there are significant challenges in raising standards;</li><li>• Use data tools such as the NEET Early Identification Tool to identify learners needing support and where appropriate provide additional support via Youth Service.</li></ul>	
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## Responsibilities for Transition from Key Stage 3 to Key Stage 4.

<b>COUNCIL</b>	<b>GOVERNING BODY</b>
<ul style="list-style-type: none"> <li>• Through the EAS, work with schools, and other relevant agencies to coordinate the production of an options menu of 14-16 opportunities;</li> <li>• Support and develop curricular activities which create continuity of experiences for learners moving across phases and offer advice support to individual needs and priorities; and,</li> <li>• Provide targeted support where there are significant challenges in raising standards.</li> <li>• Use data tools such as the NEET Early Identification Tool to identify learners needing support and where appropriate provide additional support via Youth Service.</li> </ul>	<ul style="list-style-type: none"> <li>• Make available a full options menu of qualifications and learning opportunities in line with statutory requirements;</li> <li>• Ensure effective arrangements to involve parents in discussion of options</li> <li>• Encourage the planning of an individual learning pathway for each pupil entering year 10 and have mechanisms in place to support and amend this pathway choice;</li> <li>• Ensure continuity and progression in the delivery and planning of curriculum across key stages; and,</li> <li>• Identify and target specific support at those pupils considered to be vulnerable.</li> </ul>

## Responsibilities for Transition from Key Stage 4 to Post 16 Provision.

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Work with schools, the FE sector and other relevant agencies to coordinate the production of a post 16 prospectus of opportunities on an annual basis;</li> <li>• Facilitate the Post 16 Partnership Board to enable positive transitions from school to Post 16 provision and to ensure appropriate curriculum choices are available.</li> <li>• Facilitate the Raising Aspirations Group to promote a preventative agenda to reduce levels of NEET;</li> <li>• Co-ordinate and implement the 6 key areas of the Youth Engagement and Progression Framework (YEPF) which include Early Identification, Brokerage, Provision, Tracking, Employment and Skills and Accountability;</li> <li>• Work with post 16 providers including Coleg Gwent, Work Based learning providers (ACT and ITEC), Careers Wales and Regeneration's Shared Apprenticeship Scheme and STEM programme through the Post 16 Partnership Board and the Raising Aspirations Group to address identified gaps in provision and curriculum choice;</li> <li>• Provide links to updated post 16 opportunities and support for young people pre and post 16;</li> <li>• Use the Careers Wales 5-tiered system to identify learners needing additional support and co-ordinate support through the NEETs Practitioner Forum and Vulnerable Learner's Group;</li> <li>• Promote relationships between the school, careers' service and the pupil that is central to maintaining in education or</li> </ul>	<ul style="list-style-type: none"> <li>• Make available access for pupils in years 10 and 11 to independent careers advice and guidance. This should include collective information sessions on post 16 opportunities as part of delivered curriculum and one to one interviews with careers professionals at the request of the pupil;</li> <li>• Arrange access for all pupils to Careers Wales Online through school IT systems and local authority;</li> <li>• Arrange access for all pupils in year 10 and 11 to the full options menu at post 16 across the authority area which includes information on possible access routes to the FE sector and training providers;</li> <li>• Provide access to a trained Learning Coach for pupils as a source of guidance and learning support;</li> <li>• Encourage the planning of an individual learning pathway from each pupil from year 10 onwards and have mechanisms in place to support and amend the pathway choice;</li> <li>• Liaise with relevant agencies and the voluntary sector in identifying year 10 and 11 pupils unlikely to continue in education or training post 16 prior to the end of formal education and adopt strategies that forge links between these pupils and these groups;</li> <li>• Promote access to HE and FE institutions, training providers and employers through programmes of visits, careers fairs etc. and strive to provide pupils with the maximum amount of information on post 16 opportunities;</li> <li>• Work with other schools to share resources and improve access to post 16 opportunities.</li> </ul>

<p>training particularly for those learners who are likely to reject formal learning post 16;</p> <ul style="list-style-type: none"> <li>• Encourage post 16 providers to offer access to ongoing support and coaching for young people with the aim of improving retention or providing direction into better matched provision.</li> </ul>	
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## 2.6 Provision for Pupils with Additional Learning Needs

The Council will support schools in their statutory duty by providing advice and support, in line with the Additional Learning Needs Education Tribunal (ALNET) Bill 2018.

The Council has a responsibility to ensure that resources are being used effectively. It will work closely with schools in monitoring provision made for children with Additional Learning Needs (ALN) and ensuring full accountability for all resources.

The Council recognises that for some children with complex or profound needs, supplementary provision may be required either through a Statement of SEN or Individual Development Plans. Statements are for those with the most complex needs and these children are a small proportion of the totality of children with ALN. As the Welsh ALN legislation changes the obligations for pupils with additional or special needs, the Council will work in partnership with schools to ensure clear advice, training in new accountabilities, access to appropriate provision and professional support.

In partnership with schools, the Council will seek to evaluate the effectiveness of the impact of interventions in improving outcomes and wellbeing of pupils with ALN Opportunities for cluster-based initiatives to share resources and build capacity to enable school to school support will be pursued, developed and evaluated.

## Responsibilities for Pupils with ALN

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• The Council will provide a clear policy framework for schools and will manage the support and placement of those pupils whose needs cannot be met in mainstream school;</li> <li>• The Council will agree arrangements to meet the needs of pupils with Additional Learning Needs. This will include appropriate strategies policies and professional learning to support schools;</li> <li>• The Council will provide advice and training to Schools on Welsh Government ALN policy, legislative change and Blaenau Gwent policies;</li> <li>• The Council will fulfil its statutory obligations regarding the outcomes of Education Tribunal Wales (ETW) appeals and secure appropriate provision.</li> </ul> <p>The Council will promote:-</p> <ul style="list-style-type: none"> <li>• Access for all pupils to a broad and balanced curriculum which embraces the national agenda;</li> <li>• Challenging educational experiences of a high quality;</li> <li>• Defined teaching objectives with intended outcomes for each child, based on the early assessment of need;</li> <li>• A differentiated curriculum and in-class support ensuring that pupils receive high quality universal provision and targeted support;</li> <li>• Collaborative partnership working with other agencies;</li> <li>• Effective opportunities for parents to support their children with additional learning needs; and,</li> <li>• Cluster and school network-based solutions to build capacity and ALN provision;</li> </ul>	<ul style="list-style-type: none"> <li>• Produce an ALN policy (statutory duty) and have due regard for the Special Educational Needs Code of Practice for Wales;</li> <li>• Meet their statutory responsibilities for Additional Learning Needs as identified through the ALNET Bill 2018;</li> <li>• Report to parents on the effectiveness of their ALN policy via the annual report to parents;</li> <li>• Ensure that the schools has an Additional Learning Needs Coordinator (ALNco) who is aware of his/her duties and performs these accordingly;</li> <li>• Work collaboratively to secure effective partnership with other agencies and relevant stakeholders to provide inclusive and supportive environments which cater for individual children and young people's needs and offer them equal opportunity to reach their potential;</li> <li>• Operate a system for monitoring, evaluating and recording the progress of each child which is made available to all teachers who teach the child;</li> <li>• Ensure that any additional resource made available to the school to support pupils with complex additional learning needs is used effectively.</li> <li>• Explore cluster-based opportunities to share resources and enhance provision for pupils with ALN.</li> </ul>

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| <ul style="list-style-type: none"><li>• Access to services provided through the EAS and Pen-y- Cwm Inclusive Practice Services (IPS).</li></ul> |  |
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### **3. Securing Wellbeing**

#### **3.1 Commitment to Secure Wellbeing and Whole School Approaches**

Blaenau Gwent Council and all schools have signed up to a vision statement for education which includes a collective commitment to secure wellbeing.

Blaenau Gwent Council and schools recognise that the inclusion of a commitment to secure wellbeing as a core element of our vision statement for education represents a significant challenge. We accept that wellbeing and pupil progress are inextricably linked. In partnership with schools, the Council will seek to evaluate the effectiveness of the impact of approaches and interventions to promote children and young people's well-being.

The Blaenau Gwent aspiration for well-being is that:

“all children and young people are purposefully engaged in education which is appropriate to their needs and age. We want our children and young people to flourish and achieve positive outcomes for themselves, their families and our community. We want our children and our young people to be healthy, confident and capable and ready to learn throughout their lives. We want our children to be enterprising, creative contributors who are ready to play a full part in life and work”.

The following accountabilities have been drafted to reflect progress to date in developing our response to the many challenges involved in promoting, evaluating and monitoring wellbeing. However, a key accountability of the Council and governing body will be to continue to work together to identify, develop and implement the improvements necessary to secure wellbeing. Part of this commitment is fulfilled through the work of the Public Service Board Partners on improving the wellbeing of children and the importance that this is afforded in the assessment that the Board produces which is part of the agreement and collaborative commitment of the 5 ways of working as identified in the Well-being of Future Generations (Wales) Act 2015.

## Responsibilities for Wellbeing

Council	Governing Body
<ul style="list-style-type: none"> <li>• Develop, in partnership with schools, a comprehensive strategy and advice to schools on measures to promote good wellbeing.</li> </ul> <p>The Council will work with schools to create a Good Practice Guide for schools that will:</p> <ul style="list-style-type: none"> <li>• capture the extent of what is already being done to promote well-being across all aspects of school life;</li> <li>• analyse the quality of provision that is intended to promote well-being at a universal whole-school level as well as identify what is in place to support vulnerable groups and individuals;</li> <li>• Evaluate improvements in learner well-being using a range of qualitative and quantitative measures;</li> <li>• Regularly review arrangements to promote wellbeing in partnership with schools;</li> <li>• Provide bespoke wrap around services as required to support wellbeing e.g. Youth Service, Counselling Service, Families First, Healthy Schools and Educational Psychology Service</li> </ul>	<ul style="list-style-type: none"> <li>• To work with the Council to develop policies and advice to establish arrangements to promote wellbeing</li> <li>• Ensure the school develops best practice to promote well-being</li> <li>• Secure effective partnership with parents and carers</li> <li>• Work with partners, agencies and wider stakeholders to secure effective practice in promoting well-being.</li> <li>• Identify and target specific support for pupils who are considered vulnerable</li> <li>• Operate a system which monitor and evaluates the impact of approaches and interventions to promote well-being</li> <li>• Work with the Council and school networks to develop initiatives to promote wellbeing.</li> </ul>

### 3.2 Commitment to Safeguarding

All education providers must ensure that they have effective systems in place to Keep Learners Safe (KLS). This will be achieved by:

- creating a safe learning environment;
- identifying where there are child welfare concerns and taking action to address them, where appropriate, in partnership with other agencies; and,
- the development of children’s understanding, awareness and resilience through the curriculum.

The following accountabilities have been drafted to reflect the requirements that are set out in the Welsh Government Guidance “Keeping Learners Safe” 283/2022 March 2022 [Keeping Learners Safe \(gov.wales\)](https://gov.wales/keeping-learners-safe)

Council	Governing Body
<ul style="list-style-type: none"> <li>• Ensure that an appropriate senior officer is designated to have lead responsibility for discharging its safeguarding duties in education, with a particular focus on child protection</li> </ul> <p>The Council has three levels of responsibility</p> <ul style="list-style-type: none"> <li>• strategic</li> <li>• support and</li> <li>• operational responsibilities</li> </ul> <p><u>Strategic responsibilities</u></p> <ul style="list-style-type: none"> <li>• all partners allocate resources to support the work of the regional safeguarding board, Gwent Safeguarding;</li> <li>• senior officers represent the authority on Gwent Safeguarding and that the authority makes an effective contribution to planning coordinated services to meet the needs of children;</li> <li>• work with other agencies to put in place and support effective partnership working</li> <li>• resources are allocated to enable the authority and maintained schools to discharge their responsibilities for safeguarding children satisfactorily;</li> <li>• effective liaison with the appropriate diocesan authorities in respect of arrangements for aided schools in the area;</li> <li>• monitor the compliance of maintained schools with KLS guidance, and bring any deficiencies to the attention of the</li> </ul>	<ul style="list-style-type: none"> <li>• Governing bodies are accountable for ensuring effective policies and procedures are in place to safeguard and promote the welfare of children in accordance with this guidance, and monitoring its compliance with them.</li> <li>• Appoint a designated governor for safeguarding</li> <li>• Ensure that all staff, governors and volunteers complete the mandatory safeguarding training and refresher training</li> <li>• Ensure that DBS and relevant EWC registrations are in place in line with Policy for both staff and volunteers</li> <li>• Governing bodies must ensure that their organisation has effective safeguarding policies and procedures that are: <ul style="list-style-type: none"> <li>○ In accordance with local authority guidance, locally agreed interagency procedures and national minimum standards.</li> <li>○ inclusive of services that extend beyond the school day</li> <li>○ reviewed at least annually</li> <li>○ made available to parents or carers on request</li> <li>○ provided in a format appropriate to the understanding of children, particularly where schools cater for children with additional needs</li> </ul> </li> <li>• operate safe recruitment procedures in line with local authority and KLS guidance</li> </ul>



governing body of the school, advising upon the action needed to remedy them;

- resolve inter-agency problems as soon as they are identified;
- play a full part in child practice reviews, review and revise procedures where appropriate and disseminate information about relevant findings. Facilitate the Safer Schools Partnership Board;
- Continue to support the ongoing implementation and further development of My Concern software;
- Undertake quality assurance processes across all LGES settings to ensure that safeguarding arrangements are robust and fit for purpose.

#### Support Responsibilities

- ensure that safeguarding training is delivered to all staff and available for governors.
- Safeguarding training which meets Gwent Safeguarding standards in interagency working is available to all relevant staff with responsibility for child protection.
- Maintain a record known as the safeguarding matrix to include KLS minimum data for schools and other data for all LGES settings.
- Provide model policies for child protection for schools in line with relevant guidance.
- Oversee the management of allegations of abuse and liaise with relevant agencies.
- Meet with schools Designated Safeguarding Leads (DSP's) on a termly basis.

#### Operational

- Follow Blaenau Gwent Safe recruitment guidance,
- safeguard and promote the welfare of children who have not been allocated a school place, or are excluded from school, including those being educated in out of county settings, alternative provision or via the home tuition service,
- seek to build effective relationships with home educators that function to

- Ensure the governing body reviews the schools policies and procedures annually and provide a copy of the self-evaluation to the Safeguarding in Education Manager during the first half of the autumn term
- Provide clear guidance to temporary staff and staff and volunteers providing guidance cover during short term absence on safeguarding arrangements
- Ensure that any deficiencies in child protection are rectified
- Observe the statutory child protection processes and procedures
- Review the safeguarding data on a termly basis to ensure compliance with safeguarding requirements to include training safe recruitment and policy adoption
- Provide termly updates or upon request on the safeguarding matrix, RPI data and race, rights equality (bullying returns) in line with agreed timescales. This should include nil returns as well.

safeguard the educational interests and welfare of children and young people,

- have in place arrangements for overseeing allegations of abuse against members of staff in the authority, schools and FE institutions in line with Safeguarding in Education: Handling Allegations of Abuse against School Staff (009/2014). For schools, the Welsh Government has issued guidance Disciplinary and Dismissal Procedures for School Staff). (002/202020) which includes a model policy,
- work with schools and partner agencies to ensure that allegations are dealt with quickly, fairly and consistently, and that appropriate referrals are made to the DBS and EWC,
- ensure that the authority's staff who work with children (including any staff carrying out functions on behalf of the authority) receive training that equips them to carry out their responsibilities for child protection effectively.

## **4. Partnership for Improvement**

### **4.1 Collaboration to Deliver our Vision**

The Council, its schools and the EAS are committed to working together to provide the highest standards of education in Blaenau Gwent. This entails developing new initiatives, reducing dependencies, demonstrating resilience and building upon our successes through partnership and innovation.

#### **Responsibilities for Building Collaborative Networks**

<b>COUNCIL</b>	<b>GOVERNING BODY</b>
<ul style="list-style-type: none"><li>• Engage with EAS to collaborate, share resources and identify best practice.</li><li>• Advocate and support initiatives which promote school to school working to build capacity within Blaenau Gwent and reduce dependency.</li><li>• Promote and support school-based collaborations and sharing of resources.</li><li>• Monitor, support and challenge School Improvement Plans.</li><li>• Provide additional opportunities for linking schools with post 16 providers through the Raising Aspirations Group and Learning for Wellbeing Partnership.</li><li>• Create and utilise Forums and Headteacher working groups to implement the Recovery and Renewal action plan and LGES self- evaluation processes.</li></ul>	<ul style="list-style-type: none"><li>• Support Headteacher and SLT proposals for collaborative working.</li><li>• Regularly consider school initiatives to promote school to school support.</li><li>• Consider SLT proposals to share resources and talent where this increases capacity and impact and reduce dependency.</li><li>• Invite and explore opportunities to establish lead practitioner schools / departments as part of the school improvement model.</li><li>• Positively challenge the SLT to create and champion cluster working and involvement in self-improving networks.</li><li>• The Governing Body need to promote their understanding of the national drive in achieving a self-improving system across the education community.</li><li>• Consider Cluster based Governor Collaborations.</li></ul>

## **5. Ensuring Delivery**

### **5.1 Monitoring, Challenge, Support and Intervention.**

The Council has a statutory role in monitoring the quality of education provision and standards of performance in all educational establishments. In 2012, the Council commissioned the Education Achievement Service (EAS) to deliver these functions to schools on their behalf. Whilst the EAS has no statutory responsibilities, it undertakes a broad range of school improvement activities on behalf of the statutorily accountable Council and is commissioned and funded in part by the Council to contribute to the raising of standards wellbeing in accordance with the Council's vision. The EAS produces, in collaboration with the Local Authority a business plan and an annex with specific priorities pertaining to Blaenau Gwent on an annual basis. The plan is agreed by the Council. However, since the publication of the last Partnership Agreement many of the national accountability frameworks including school categorisation have been removed.

The Council, through the EAS will support schools' self- evaluation and improvement through a differentiated and bespoke programme, which includes Professional Discussion sessions ,Team Around the School approaches and formal intervention arrangements. The EAS and Council, working in partnership with schools, play a key role in monitoring the quality of education provision and standards of performance and in providing support necessary to improve the school and achieve the Council's vision for Education. This process will be school led and will feature school to school support and cluster collaboration where this adds value.

However, the Council has a statutory responsibility for intervening where necessary; when the school presents as a cause for concern, where there are concerns about school standards and/or leadership, or where urgent health and safety issues are apparent. The School Standards Organisation (Wales) Act 2013 details the eight grounds for intervention.

Where the Council is satisfied that one or more of Grounds 1 to 6 exist, the authority may give a warning notice to the governing body of the school which the governing body has a statutory duty to accept. Further where ground 7 or 8 applies the Council has the power to intervene in order to bring about the required improvement.

The use of these statutory powers is applied in exceptional circumstances. Moreover, the Council's statutory role of monitoring will be effectively discharged through professional dialogue, close partnership work with the school, the commissioned EAS, and in the case of schools with a religious character, the relevant Diocesan Director of Education.

## Responsibilities for School Standards

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• The Council will agree strategic priorities that will be included in the Education Improvement Plan (EIP) and EAS Business Plan;</li> <li>• Monitoring of progress towards agreed targets;</li> <li>• Evaluation of school documentation as appropriate to the monitoring activity;</li> <li>• Evaluation of a range of reports from agencies such as Estyn and audit reports as and when required;</li> <li>• Commissioning whole school reviews in collaboration with the school/ Governing Body to identify a baseline and / or review areas requiring improvement and provide support</li> <li>• Agreeing a programme of Council commissioned targeted support in individual schools which is proportionate to success;</li> <li>• Promoting a programme of professional development for practitioners and school leaders this is the professional Learning Offer from the EAS;</li> <li>• Implement the agreed Regional Schools Causing Concern Policy</li> <li>• Promote school to school improvement networks and initiatives which reduce dependence on Council and EAS support - see above comment linked to building capacity and resilience</li> <li>• Ensure that the WASPI agreement that is in place with the EAS facilitates the safe and lawful sharing of school data.</li> </ul>	<ul style="list-style-type: none"> <li>• Develop effective self – evaluation and monitoring processes as a means of identifying strengths and areas of improvement;</li> <li>• Discuss and evaluate aspects of school provision with Officers and Improvement Partners;</li> <li>• Plan in detail the actions required to address areas in need of improvement, implement and monitor the action plan;</li> <li>• Monitor, review and update the School Improvement plan on a regular basis to reflect the self-evaluation process;</li> <li>• Provide timely data for relevant audiences/ meetings.</li> <li>• Attend meetings at the request of the Corporate Director;</li> <li>• Evaluate the performance of all staff, including induction arrangements for newly qualified teachers;</li> <li>• To provide in an electronic format all policies and key documents in a timely manner to the Council in accordance with the list published by Estyn.</li> <li>• Consider and develop proposals which enhance opportunities for school-to-school support and collaboration where this enables the sharing of good practice and effective deployment of resources.</li> <li>• Encourage school participation in the cluster improvement plan and other self-development networks which reduce dependence on Council and EAS support.</li> </ul>

## **5.2 Identifying and Responding to Schools Causing Concern.**

The Council has a duty of care for all its schools and will provide support for its schools relative to their need. This will necessitate a differentiated programme of support, delivered in partnership with the school and EAS and supportive of identified needs. This work is commissioned through the EAS.

The Council and EAS are mindful of the criteria provided by Estyn through the inspection framework relating to schools causing concern and of its duties as described in legislation for schools in need of significant improvement and schools requiring special measures and the specific arrangements for managing schools causing concern.

### **Support the Council will offer to schools giving cause for concern.**

The Council has agreed a regional EAS Schools Causing Concern Policy which details the arrangements governing the Council's work with schools causing concern and this forms part of the response i.e. Team Around the School (TAS) approach. This is aligned to the Welsh Government statutory guidance for schools and local authorities in respect of schools causing concern.

As such, the full implementation and close monitoring of, the School's Intervention Plan (or support plan, or Post Inspection Action Plan dependent upon the circumstances and category of support required) is a central feature of the work that the school, the Council and EAS will undertake to secure the required improvement. Intervention Plans are required when the school is judged to be a school that is presenting as a cause for concern (SCC/TAS) and significant improvement or special measures are required either as recognised by Estyn or by the Council and EAS. The intervention plan is agreed by the Local Authority and is monitored through regular meetings with the Headteacher, Chair of Governors, PSIP and Corporate Director of Education (or his representative) as well as by the Executive Member for Education in the Council.

The regionally agreed policy for Schools Causing Concern guides operational activity and support for schools presenting as in need of support.

When a school is identified by Estyn and needing Special Measures, a Multi agency approach will be implemented to ensure that the school makes progress at a sufficient pace to ensure that it is removed from a category.

Responsibilities are set out below:

## Responsibilities for Schools presenting as a Cause for Concern:

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• To ensure all schools fully understand the nature and extent of support they will receive in order for them to improve. Support may be through a Multi-Agency for Schools in Special Measures or a Team Around the School approach. Regional policies will guide all activity in this area of work.</li> <li>• Assist the school's Governing Body and Headteacher in drawing up the action plan and approve the action plan prior to its submission to Estyn. This may be a Post Inspection Action Plan, an Intervention Plan or a Support Plan as appropriate.</li> <li>• These plans will set out the nature and extent of support to be provided by the EAS, the LA and other providers. It will include the LAs plans of support for the school. It will detail the monitoring schedule which will be for every half term.</li> <li>• The SIP will produce a progress report on behalf of the LA prior to any Estyn re-visit</li> <li>• The SIP will update the Plans and provide up-dated progress report to the Director of Education</li> <li>• The Corporate Director of Education or his representative will work closely with the SIP to coordinate LA based support such as Finance, HR, Governor Support, premises and ALN.</li> <li>• The Multi Agency Meeting or TAS will monitor the progress made in addressing the concerns raised for individual schools.</li> <li>• The Council may consider using its powers of intervention in order to improve the school. Should this be the case, the Council will advise the school in writing that statutory powers to address the needs of a school causing concern are to be invoked,</li> </ul>	<ul style="list-style-type: none"> <li>• Work with LA and EAS to produce an effective improvement plan which will be reported to the full Governing Body.</li> <li>• Explore options to build capacity including school to school support or the sharing of resources in accordance with the Council's vision.</li> <li>• Establish a rigorous monitoring system to ensure that the action plan is operational with the agreed timescales and the school makes the required progress.</li> <li>• Provide regular updates in line with the Plan to the LA on progress made, identifying any barriers to the successful implementation of actions to achieve the desired outcomes.</li> <li>• The Chair of Governors and Headteacher will attend regular meetings to evidence progress that is being made.</li> <li>• Should the Council issue either a Pre-Warning Notice or a Warning Notice to Improve to the Governing Body of a school and implement certain interventions, the Governing Body will comply with the conditions as set out in the Pre/ Warning Notice.</li> <li>• The Chair of Governors shall make all school Governors aware of the Pre / Warning Letter and its full contents. The Chair of Governors will make all school Governors aware of the interventions that the Council is invoking. The Governing Body shall comply with all interventions as listed.</li> </ul>

explaining reasons and actions. As appropriate the Council may use a Pre-Warning Notice to formally notify the school of its intentions should the required improvements not be made within the timescale prescribed by the LA.

- Should statutory powers of Council intervention be implemented, the Council will monitor progress half termly via the agreed process. The Council will lift the conditions pertinent to the Warning Notice when the required improvements have been made by the school. The Council will inform the school and Governing Body in writing when the Warning Notice letter is to be lifted.
- The Corporate Director of Education shall meet all school Governors to fully explain the contents of the Pre/Warning Letter to Improve



## **6. Managing Resources**

### **6.1 Finance**

The Council's Scheme for Financing Schools provides details of the underlying principles for the local management of schools. The document covers the financial and managerial responsibilities of governing bodies and the Council in accordance with the School Funding (Wales) Regulations 2010.

Section 4 of the scheme confirms how surplus and deficit budgets are dealt with. The details behind the specific guidance outline in the Scheme for financing schools, including financial regulations and standing orders, form part of this partnership agreement to ensure the Council and its schools work closely to identify and resolve any emerging financial problems/ issues.

#### **School Budgets with Surplus Balances**

Officers from Corporate Resources work closely with any school holding a balance which is in excess of the maximum detailed within the Scheme for Financing Schools, which is presently 5% of the school budget share. This involves each school with an excessive balance receiving a formal letter requesting plans of the intended use of the surplus.

Once approved, plans are monitored through the year by the Director of Education, Director of Finance and Chief Accountant. Failure to comply with the direction to spend could result in the claw back of the excess balance. The capped figures for claw back are:

- Primary £50,000
- Secondary and Special School £100,000
- Middle £150,000

Following the claw back of any funds from a school the Chief Finance Officer and Corporate Director for Education will consult the Schools Budget Forum as to how the funds should be spent and will then allocate funds with effect from the end of the financial year.

Ever since the Covid 19 pandemic started schools have not been asked to submit plans for spending excessive balances. This is because of the financial uncertainty that has existed as a result of the pandemic."

#### **School Budgets with Deficit Balances**

The Governing Body must set a budget by 31<sup>st</sup> May each year. Where a school is unable to set or balance a budget, the Council will work closely with the governing body and Headteacher to provide appropriate advice, guidance and support to ensure that it is able to plan appropriately to bring the budget back in balance. This support may come from a range of professionals including Finance, HR and or School Improvement. Whilst this Partnership Agreement is viewed as fundamental to successfully managing difficult budget situations, legal responsibility for the management of the schools budget remains with the governing body, in accordance with the Education Reform Act 1988.

Circumstances might occur when a governing body finds itself in a situation where despite the advice and support referred to above, it is still unable to balance its budget. In these instances the governing body is required to submit an agreed

Budget Recovery Plan for approval by the Corporate Director of Education and Chief Finance Officer. Should this occur the Council will continue to work closely with the school to enable them to bring the budget back to balance. Should the budget remain in deficit the Council will consider the use of alternative measures such as warning notices and in extreme cases, the withdrawal of delegation.

### Responsibilities for School Finance

Council	Governing Body
<ul style="list-style-type: none"> <li>• Produce, maintain and update a Scheme for School Financial Management.</li> <li>• Undertake Section 151 responsibilities to ensure financial probity in all financial matters at school level.</li> <li>• Establish appropriate arrangements to monitor school finances and transactions.</li> <li>• Ensure arrangement to train governors in their financial management accountabilities.</li> <li>• Trigger interventions in accordance with the relevant Scheme in response to any breach of that Scheme or the Council's Financial Regulations.</li> <li>• Approve and monitor as necessary School budget recovery plans.</li> <li>• Provide a schedule and costs for optional services provided under Service Level Agreements.</li> <li>• Through SIP visits and electronic systems, monitor and evaluate the impact of grant spend on pupil outcomes and wellbeing.</li> <li>• Keep governors informed of school performance and school performance priorities across the LA.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure compliance with the Council's Scheme for School Financial Management and Financial Regulations.</li> <li>• Agree, minute and set a balanced budget for the school by 31 May in accordance with the relevant regulations.</li> <li>• Seek advice and support where necessary to secure a balanced budget.</li> <li>• Ensure external advice on pay progression in relation to SLT members and that national pay requirements are adopted.</li> <li>• Ensure regular reports on financial performance of the school are reported to the full Governing Body.</li> <li>• Support the Headteacher and SLT in pursuing opportunities for cluster or school network proposals to pool budgets, share resources and build capacity in accordance with the Education vision of the Council.</li> <li>• Consider and determine those Council services which will be purchased through SLA, including staffing and Health and Safety implications.</li> <li>• Ensure compliance with the Councils procurement framework.</li> </ul>

## 6.2 Premises and Buildings

It is the responsibility of the Governing Body to ensure a safe and secure working environment for school staff and pupils; as detailed in Section 40, schedule 13 of the Schools Standards and Framework Act 1998. The Control of School Premises (Wales) Regulation 2008 set out the arrangements for the control of school premises.

In delivering our vision for education and promoting wellbeing we are clear that School premises must be viewed as a resource not only for pupils but for the wider community. The role of schools is an integral to community provision. Schools are expected to promote and maximise availability for community use; including continued use and further development of school buildings within the local community to cost effectively increase levels of community activity. The Council and schools will seek out opportunities to develop their community role. This will help improve pupils' attainment and instill a sense of ownership and engagement with the school amongst parents/ guardians, carers and the wider community.

The Council and schools will give priority to activities that support and promote pupils' learning, health and well-being and that of the wider community generally. Examples include: sporting activities, homework and after-school clubs/other study support activities, basic skill development sessions / courses, adult education, youth service activities and family learning opportunities.

The Council also encourages multi-agency use of school facilities in each community so that adults, children and young people will have better access to local services such a primary health, social services, childcare, early learning and other leisure and community learning activities.

### Responsibilities for Premises

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Strategic and operational investment into the school estate- both capital and revenue;</li> <li>• Monitoring the effectiveness of the school estate, particularly with reference to changes to: school capacity calculations and plans in terms of room usage and development; management of surplus and sufficiency issues in line with the provision of pupil places; suitability and condition of premises; and, facilities management in terms of repairs, maintenance, Health and Safety/ Fire Risk Assessment action planning and resolution;</li> <li>• Producing, reviewing and administering the Division of Responsibilities Guidance and TE100 process, linked to ensuring appropriate financial accountability for property maintenance-</li> </ul>	<ul style="list-style-type: none"> <li>• Control over the occupation and use of the school premises for all categories of school, both during and outside of school hours (subject to any provisions of a school's trust deed conferring rights on trustees or others). This does not include caretaker houses;</li> <li>• Developing arrangements to make premises available for community use outside of school hours;</li> <li>• Seeking Council advice on transfer or control agreements giving third parties control of premises to promote community use;</li> <li>• Recognise the legal right of the Council to make directions in accordance with Council policies about community use;</li> <li>• Comply with the Councils' policy for the use of and charging for school premises.</li> </ul>

<p>along with the timely resolution of property-based issues;</p> <ul style="list-style-type: none"> <li>• Undertaking annual facilities reviews in informing minor and planned work programming;</li> <li>• Provision of directions and advice about the use of school premises,</li> <li>• Provision of health and safety advice and monitoring;</li> <li>• Managing school capacities, planning reductions of surplus places to reflect pupil projections and to ensure sufficiency of school places;</li> <li>• Support the engagement of partners such as Early Years providers in Community Schools;</li> <li>• Seeking to avoid any conflict with activities already planned by the school for that academic year;</li> <li>• Issue any tenancy agreements and or licenses to occupy premises as required; and,</li> <li>• Support in the drafting of agreements for the use of school premises;</li> <li>• The EAS will provide curriculum specific advice on health and safety matters such as science practical's.</li> </ul>	
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### **Repairs and Maintenance of School Premises**

School premises and building stock must be maintained to an acceptable level in order to complement education provision and ensure an effective and appropriate teaching and learning environment. Where a significant improvement is made to a school and/ or additions to a building or school site, capital monies prioritised and allocated by the Council may assist. For maintenance and repair work, guidance on responsibilities is detailed in the document on division of responsibilities between the local authority and schools.

## Responsibilities for School Repair and Maintenance

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Producing, reviewing and administering the Division of Responsibilities Guidance and TE100 process, linked to ensuring appropriate financial accountability for property maintenance - along with the timely resolution of property-based issues;</li> <li>• Undertaking annual facilities reviews in informing minor and planned work programming;</li> <li>• Facilities management in terms of Health and Safety/ Fire Risk Assessment action resolution;</li> <li>• Provide clear advice on School obligations for property maintenance;</li> <li>• Provide advice and support to schools on the expenditure and management of their delegated budget for property maintenance;</li> <li>• Manage, monitor, deliver and inform the direction of future capital investment into the school estate, via both the Council's Capital Programme and Welsh Government's 21<sup>ST</sup> Century Schools Programme;</li> <li>• To undertake a rolling programme of condition surveys also assessing suitability of buildings;</li> <li>• Issue specific advice on School Asbestos Management, ensuring Asbestos Registers are in place, communicated and monitored.</li> </ul>	<ul style="list-style-type: none"> <li>• To be aware of the Governing Body's responsibilities for maintenance as detailed in the Council's division of responsibility document.</li> <li>• Responsibility for all repairs as detailed in the division of responsibility document;</li> <li>• Ensuring that emergency repairs are dealt with promptly to prevent the problem from escalating and costs rising;</li> <li>• To undertake routine building maintenance to secure acceptable standards of accommodation for teaching and learning;</li> <li>• To maintain the asbestos register and to ensure that all staff and contractors are made aware of the asbestos register;</li> <li>• Ensuring contractors sign the asbestos register before undertaking any work;</li> <li>• To consult the Council before progressing any proposals for new build or structural change to the school premises;</li> <li>• To advise the Council in the event of a caretaker's house becomes vacant or the caretaker's contact terminating.</li> </ul>

### 6.3 Providing, Maintaining and Using Data

The Council will provide services working in partnership with schools and outside agencies to promote the effective and efficient use of Capita SIMS and the provision of support for both statutory and non-statutory data.

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Provide access to advice on compliance with the Data Protection and Freedom of Information Acts;</li> <li>• Provision of advice and support to schools on the use of Capita SIMS and EMS;</li> <li>• Provision of data via the s2s website;</li> <li>• Advice on hardware specification requirements to host SIMS software;</li> <li>• Installation of Capita Sims/ EMS / My Concerns upgrades and patches as required;</li> <li>• The administration and management of performance data;</li> <li>• The administration of standardised assessment programme(s);</li> <li>• Compliance with Data Protection Act and freedom of Information for all data that is held by the Council.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure the School complies with any statutory obligations relating to information or data e.g. Data Protection Act, freedom of Information Act;</li> <li>• As part of its compliance with GDPR and Data Protection legislation ensure that the school has an appointed Data Protection Officer;</li> <li>• Ensure the school enters and maintains all pupil data in a secure, timely and accurate manner on the school information management system to include LAC and ALN status and religion, ethnicity and language data;</li> <li>• At least annually and upon admission to the school to verify with parents/ guardians pupils' personal details including legal and preferred names and maintain accurate addressed (pupils and other contacts);</li> <li>• Ensure anti-discriminatory monitoring and analysis by minority group type (e.g. religion, ethnicity, language);</li> <li>• Ensure the school maintains its computer systems taking reasonable precautions against malicious software hackers. This includes using only software which is current, supported by its supplier and properly licensed.</li> </ul>

## 6.4 Supporting Staff Development to achieve School Improvement and High Standards.

As part of its regular programme of work and in conjunction with the EAS, the Council will monitor and support effective staff development and performance management. The Council is clear that the quality of support to develop the quality of teaching and learning is a fundamental aspect of the school improvement agenda. Whilst the prime responsibilities for development rest with the Governing Body, the Council and EAS also have a role in promoting school to school sharing of best practice, helping schools and clusters to create effective development opportunities and being consistent in their commitment to build self-reliant and self-improving networks of schools.

### Responsibilities for Staff Development

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Ensure effective performance management arrangements are in place for all Headteachers;</li> <li>• Through the EAS, support schools through grants and other resources to identify staff development needs and to plan professional development;</li> <li>• Through SIP visits and electronic systems, monitor and evaluate the impact of grant spend on pupil outcomes and wellbeing;</li> <li>• Provide schools with authority wide performance priorities and strategic objectives to secure further improvement e.g. reduce the Fsm/ non Fsm achievement gap, improve L2+, reading, writing and maths in combination and standards in KS3 and KS4;</li> <li>• Through the EAS, offer professional development opportunities through the Professional Learning Offer and bespoke packages;</li> <li>• Keep governors informed of school key issues through a range of media;</li> <li>• Liaise with schools and the EAS to secure an appropriate level of delegated grant funding for schools;</li> <li>• Ensure all schools are aware of any LA performance objectives through regular discussion at Headteacher meetings;</li> </ul>	<ul style="list-style-type: none"> <li>• Use performance management and other systems to identify training needs, including those for the Headteacher;</li> <li>• Explore and establish relevant cluster based or wider staff development opportunities;</li> <li>• Ensure all staff have opportunities within and beyond the school to access best practice and to develop their skills and knowledge;</li> <li>• Ensure that all staff have access and support for professional development;</li> <li>• Support appropriate professional development of teachers and all school staff at all stages of their careers;</li> <li>• Evaluate the impact of all staff development on school improvement, standards and value for money Provide opportunities for dissemination of skills and expertise derived from staff development.</li> </ul>

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| <ul style="list-style-type: none"><li>• Ensure schools are kept up to date with regional development opportunities;</li><li>• Provide opportunities for sharing and promotion of best practice between schools;</li><li>• Provide a range of support and development programmes to support the inclusion agenda via the ALN development programme;</li><li>• Provide opportunities for Headteachers and school staff at all levels to participate in professional career development including early intervention strategies and catch up;</li><li>• Use evaluations to inform future developments;</li><li>• Celebrate achievements at a local, regional and national level.</li></ul> |  |
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## 6.5 Governing Body Training, Support and Reports.

Although the governing body of a maintained school is responsible for the conduct and standards of the school, the Council shares responsibility for standards and discharges strategic responsibilities for the overall provision of education services within Blaenau Gwent. In discharging some of its Governors Support functions the Council commissions the EAS to fulfil the delivery of the Governor Support service.

Governing bodies need, therefore, to have regard to the roles and responsibilities of the Council in the way in which they conduct themselves and in the decisions that they take.

### Responsibilities for Governor Support and Training

Council	Governing Body
<ul style="list-style-type: none"> <li>• The Council commissions the EAS to undertake the governance duties on its behalf;</li> <li>• Provide advice and guidance to governing bodies on their role and responsibilities in respect of the discharge of their duties and aligned to identified training needs;</li> <li>• Provides appropriate bespoke support and challenge for all schools;</li> <li>• Support Governors in the development of school-to-school support and self-improving Governor networks;</li> <li>• Maintain and shares sources of best practice via publications;</li> <li>• Devise and coordinates an annual governor training programme that includes the mandatory element of induction, chair, clerk and data sessions where necessary as well as legislative updates and topical issues as identified in the BG governor training needs;</li> <li>• Recruits, trains supports and performance manage all clerks to governing bodies;</li> <li>• Supports the Council's Governors Association and termly governor meetings with the Director and their representatives;</li> <li>• Facilitates termly joint meeting with Governors with the EAS and LA;</li> <li>• Facilitates all LA and parent governor recruitment and appointment processes;</li> </ul>	<ul style="list-style-type: none"> <li>• To consider how Governors can best contribute to the life of the school and ensure progress and identify the knowledge and skills which will support their development;</li> <li>• Build relationships with cluster and network Governors to share experiences and good practice;</li> <li>• Identify the skills and abilities needed by the Governing body to fulfil their obligations under this Partnership Agreement through the self-evaluation toolkit;</li> <li>• Ensure appropriate governing body consideration of their obligations as detailed in this Partnership Agreement including performance, wellbeing, financial management, pay policy and complaints procedures;</li> <li>• To promote attendance of governors at training courses and where training is mandatory ensure that all relevant governors undertake this training with the agreed parameters;</li> <li>• To ensure that appropriate agenda items and documents are received in accordance with the timeframes prescribed by the EAS governor support function;</li> <li>• As part of self-evaluation identify training needs of individual governors and the governing body as a whole and arrange support/ training as appropriate;</li> </ul>

- Establishes governing bodies, prepares and updates the instrument of government; Ensures the effective recruitment of LA governors through the LA appointment procedures;
- Ensures appropriate arrangements are in place to facilitate DBS checks;
- Maintains a record of attendance at training and development events;
- Enable governing bodies to undertake annual self-evaluation of its performance and impact in order to further improve governance;
- Provides advice and support in respect of legal issues as requires. Where the advice is not taken the governing body are responsible for any resultant costs;
- Seeks to maintain a very low governor turnover rate;
- Ensures that all secondary and middle schools have an associate pupil governor on the governing body
- To liaise with diocesan Authorities re specific areas of governance in the Voluntary Aided and Controlled schools.

- Facilitate the induction of new governors;
- Ensure that the attendance / disqualification of governors is managed in accordance with regulations; and
- Notify the LA of the named governors for ALN, Health and Safety, Safeguarding and governor training;
- Must provide termly updates on safeguarding training for governors and DBS / volunteer compliance.

## Responsibilities for Governing Body Reports

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Advise schools of required reports and timescales including budget plans, any targets and exclusion/disciplinary findings;</li> <li>• Provide governing bodies with a written annual report on standards;</li> <li>• Provide Governing Bodies with Education policy and strategy consultation documents with clear advice on timescales for responses.</li> </ul>	<ul style="list-style-type: none"> <li>• The governing body must provide the following reports to the Council on the discharge of its function:               <ul style="list-style-type: none"> <li>▪ Signed minutes for all meetings of the full governing body and all committees, statutory and non-statutory,</li> <li>▪ Targets as agreed for pupil performance and attendance,</li> <li>▪ School self-evaluation,</li> <li>▪ School Development/Improvement plan,</li> <li>▪ Annual finance report,</li> <li>▪ Annual Health and Safety report,</li> <li>▪ Private fund account statement,</li> <li>▪ Governors annual report to parents,</li> <li>▪ Post inspection action plan following Estyn inspection,</li> <li>▪ Governing bodies must make available to the Council on request copies of all statutory and non-statutory policies and document (full list Governors Wales website),</li> <li>▪ Information regarding any incidents that have to be recorded e.g., racial, substance misuse, rights respect equalities, bullying, RPI, safeguarding (including child protection) data,</li> </ul> </li> <li>• The governing body must respond to written concerns raised by the Council regarding the performance of the school or the Headteacher and notify the Council of any action the governing body proposes to take consideration of such reports.</li> </ul>

## 6.6 School Staff Appointments, Redundancies, Managing Staff Attendance, Complaints and Disciplinary Matters.

For Headteacher and Deputy Headteacher appointments, the Corporate Director of Education or their representative is entitled to attend relevant meetings of the selection panel to offer professional advice and consideration of their availability should be a key consideration when agreeing dates. The governing body has an obligation to consider the Director's advice before making a decision. The school's School Improvement Partner will also be in attendance to offer professional advice and challenge to the selection panel. The selection panel has an obligation to consider this advice.

### Accountabilities for Recruitment and Selection.

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Produce guidance on appointment of Headteacher, Deputy Headteacher and other school base staff appointments,</li> <li>• Receive notification of Headteacher vacancies and discuss options with Governing Body,</li> <li>• Allocate professional support to Governing Body for HT appointments,</li> <li>• Offer advice to the Governing Body regarding recommended HT appointments in advance of any decision being confirmed.</li> </ul>	<ul style="list-style-type: none"> <li>• Apply Council Guidelines for staff recruitment,</li> <li>• Notify the Director of Education of any Headteacher or Senior Leadership Team vacancy,</li> <li>• Consider all options and opportunities to respond to the vacancy before replacement,</li> <li>• Ensure involvement of the Director of Education or his/her representative in any Headteacher recruitment process,</li> <li>• Ensure Job description and Person Specification reflects the Council's vision for Education and the commitment to a self-improving school system,</li> <li>• Ensure that all posts are advertised,</li> <li>• Ensure involvement of at least one Governor trained in recruitment,</li> <li>• Adhere to the advice of the Corporate Director of Education and his/ her representative.</li> </ul>

The Corporate Director/representative, Organisational Developments representative and the school's School Improvement Partner will attend all selection panel meetings that involve short listings and interviews. In the case of voluntary aided and voluntary controlled schools a representative from the appropriate Diocesan Office will also attend these meetings.

### **Council’s Role in School Staff Redundancies**

Redundancy funding is not delegated to schools; the funding of redundancy payments and pension release costs are subject to arrangements outlined in the School’s redundancy Policy including:

- A genuine redundancy situation
- The governing body following their school policy and the advice of council officers
- Approval of the Corporate Redundancy Panel.

The Council's Organisational Development team will provide advice and guidance to Governing Bodies and members of staff prior to, during and following a redundancy situation arising. This will include advice on the application of Schools Redundancy Policy if adopted by the Governing Body.

Organisational Development will liaise with all schools to seek suitable alternative employment for employees under notice of redundancy.

The Council will support the governing body prior to and at employment tribunal stage where necessary, to include Human Resources and Legal services support providing their advice has been adhered to. In the case of voluntary aided and foundation schools where the governing body are the employer, the Council will liaise with the relevant authority.

### **Responsibilities for Managing Redundancy**

<b>COUNCIL</b>	<b>GOVERNING BODY</b>
<ul style="list-style-type: none"> <li>• Provision of a redundancy policy</li> <li>• Issue advice on the handling of redundancies,</li> <li>• Promote opportunities for redeployment across schools</li> <li>• Ensure corporate requirements to consult recognised Trade Unions are delivered,</li> <li>• Ensure training of Governors.</li> <li>• Authorise Redundancy decisions and payments where appropriate</li> <li>• Ensure availability of professional officer support,</li> <li>• Promote opportunities for cluster based responses to budget challenges where this can avoid compulsory redundancies.</li> </ul>	<ul style="list-style-type: none"> <li>• Consider the Council advice on redundancy handlin,</li> <li>• Adopt a school policy for managing redundancy following consultation with recognised trade unions,</li> <li>• Fulfil statutory employer obligations to consult trade unions at an early stage to seek to avoid redundancy,</li> <li>• Ensure fair and transparent processes for redundancy selection,</li> <li>• Ensure access to appropriate professional advice,</li> <li>• Consider cluster-based solutions to avoid redundancy.</li> </ul>

## Complaints and Disciplinary Matters

All schools will seek specific Council advice on complaints and disciplinary matters in the following instances;

- all complaints which are potentially of a safeguarding / child protection nature;
- all disciplinary matters which could necessitate the suspension of a member of staff;
- all disciplinary matters which could potentially be gross misconduct;
- any disciplinary or capability matter which relates to the Headteacher or other school-based staff;
- all complaints and disciplinary matters which move to the stage of being heard by the governing body i.e. Stage B where complaints are progressed to the Chair of Governors;
- Organisational development may attend as the Directors representative meetings of the Staff Disciplinary and Dismissal and Appeal Committee to provide advice to the Committee in accordance with the statutory guidance contained within Welsh Government Circular no 002/2020;
- Foundation, voluntary aided and voluntary controlled schools will also need to liaise with the relevant body.

## Managing Staff Attendance

All employees of the school have a role to play in minimizing their own sickness absence. The primary responsibility for monitoring and controlling absence on a day-to-day basis in schools rests with Headteachers.

## Responsibilities for Managing Sickness Absence

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• Develop and review policies and consult with Trade Unions prior to the implementation of any changes;</li> <li>• Arrange appropriate training for all Headteachers/ Line Managers involved in the management of attendance;</li> <li>• Promote Occupational Health initiatives;</li> <li>• Provide advice and support to the Headteacher and the Governing Body where appropriate on the management of sickness absence cases;</li> <li>• Ensure availability of professional Officer support.</li> </ul>	<ul style="list-style-type: none"> <li>• Adopt a school policy for managing sickness absence;</li> <li>• Consider the Council advice on managing sickness absence;</li> <li>• Consider how absence from the classroom might impact on the formulation and implementation of the SDP;</li> <li>• Ensure that at full governing body meetings, the Headteacher's report for Governors includes an item on staff attendance so that implications for learners and expenditure on cover can be considered;</li> <li>• Ensure the Headteacher is effectively implementing healthy working practices and discharging any statutory responsibilities in relation to achieving a satisfactory work life balance for all staff;</li> <li>• Ensure there is a Disciplinary and Dismissal panel and a Disciplinary and Dismissal Appeals Panel available to deal with disciplinary action linked to poor</li> </ul>

	<p>attendance or ill health dismissals linked to long term sickness absence;</p> <ul style="list-style-type: none"> <li>• Attend attendance management training and/or disciplinary training offered by the Local Authority or EAS.</li> </ul>
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## Responsibilities for Complaints and Disciplinary Matters

<b>COUNCIL</b>	<b>GOVERNING BODY</b>
<ul style="list-style-type: none"> <li>• Provision of advice and guidance in the application of the disciplinary procedures, schools' complaints procedure and Welsh Government Guidance on Complaints;</li> <li>• Provision of advice and guidance on the investigatory process; this is provided via the EAS governor services in respect of complaints under the school's complaints procedure and at stage B;</li> <li>• Provide guidance, advice and training on the protocols relating to allegations of a safeguarding nature;</li> <li>• Organisational development attends (as the Director's representative) at disciplinary hearings/ meetings of the staff disciplinary and dismissal committee (and disciplinary and dismissal appeals committee) to provide advice to the disciplining officer/ committee where requested/ appropriate;</li> <li>• Support the school prior to and at employment tribunal stage where necessary, to include Organisational development and legal support provided their advice was adhered to;</li> <li>• The Council will work with all other relevant bodies in respect of voluntary aided and voluntary controlled schools.</li> </ul>	<ul style="list-style-type: none"> <li>• Publish complaints procedure,</li> <li>• Ensure all parents and pupils are made aware of and are able to access the schools' complaints procedure;</li> <li>• Produce a school Disciplinary Procedure;</li> <li>• Ensure participation in appropriate Training by Governors;</li> <li>• Fulfil employer obligation for triggering Disciplinary Procedures;</li> <li>• Ensure access to and consideration of professional advice in dealing with disciplinary procedures;</li> <li>• Ensure Director of Education is notified of any potential disciplinary or capability matter involving the Headteacher;</li> <li>• Ensure early advice concerning which Governors should or should not be involved in the investigation of any disciplinary matter to ensure availability of "untainted" Governors to deal with final stage procedures and appeals;</li> <li>• Ensure that there is a robust school safeguarding policy;</li> <li>• Refer any potential safeguarding issue to the Corporate Director of Education at the earliest opportunity.</li> </ul>

## 6.7 Health and Safety (to include health, safety, welfare and fire safety herein referred to as health and safety)

The Council and the school Governing Body have responsibilities to ensure the Health Safety of all pupils, staff and visitors to the school. The Council has a Corporate Health and Safety policy and each school also has a Health and Safety policy which details arrangement and accountabilities to secure a healthy and safe learning environment.

### Accountabilities for Health and Safety

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• The Council will take all reasonable steps to meet its legal duties paying particular attention to:               <ul style="list-style-type: none"> <li>▪ Ensuring workplaces, equipment, articles and substances are safe and without risks to health;</li> <li>▪ Ensuring appropriate information, instruction, training and supervision is provided</li> </ul> </li> <li>• The Corporate Director of Education has overall responsibility for health and safety in schools and is responsible for ensuring that schools and Governing Bodies are supported to:               <ul style="list-style-type: none"> <li>• Identify, eliminate or manage hazards/ risks</li> <li>• Record and investigate all accidents and dangerous occurrences to prevent recurrence,</li> <li>• Ensure agreed remedial actions are implemented and monitored,</li> <li>• Access specific Health and Safety train in</li> <li>• Establish effective emergency procedures</li> </ul> </li> <li>• The Council will support the accreditation and training of Employee Safety Representatives;</li> <li>• The annual School Health and Safety report will be received, considered and responded to as necessary and shared with Governors in a timely manner;</li> <li>• The Council will make available to schools an appointed person to</li> </ul>	<p>School Governing Bodies share, with the Council, responsibility for Health and Safety. Governors are required to establish Health and Safety Policies and Procedures including the adoption and implementation of a school Health and Safety Policy Statement.</p> <ul style="list-style-type: none"> <li>• The statement should address arrangements to ensure the health and safety of all pupils, staff, contractors and visitors to the school, also the health and safety of pupils, staff and others involved in school visits, trips and events;</li> <li>• The Governing Body is required to conform to the requirements of the Health and Safety at Work Act 1974, and subsequent health and safety legislation and the Regulatory Reform (Fire Safety Order) 2005;</li> <li>• Ensure that appropriate Health and Safety Policies and Procedures are in place in relation to their accountabilities as detailed in this document. These should be reflected in the School Health and Safety Policy Statement;</li> <li>• Consider and implement arrangements required as a consequence of new legislation, which has implications for educational establishments as advised by the Council;</li> <li>• Participation in health and safety and fire safety training courses for School Governors;</li> <li>• Nomination of a Governor with specific responsibility for Health and Safety support the Headteacher in the preparation of an annual Health and Safety Report to the governing body;</li> </ul>



<p>provide advice and guidance as necessary;</p> <ul style="list-style-type: none"> <li>• The Council will encourage schools to work in clusters and networks to share Health and Safety expertise and to minimise duplication of effort as part of its commitment to support a self-improving school system.</li> </ul>	<ul style="list-style-type: none"> <li>• Whilst the number of decisions taken on health and safety matters has increased with local management, the ultimate responsibility for health and safety rests with the local authority;</li> <li>• Governing bodies must comply insofar as it is within their power to do so, with the Councils Policy on Health and Safety;</li> <li>• Ensure that appropriate health and safety considerations are managed when procuring services from other companies/ organisations;</li> <li>• Governing bodies will seek opportunities to work in clusters to share Health and Safety expertise and knowledge;</li> <li>• Consult with Employee Safety Representatives;</li> <li>• Before opting out of Service Level Agreements with the LA any potential risks should be considered and a plan put in place to manage such risks;</li> <li>• When directly employing maintenance contractors the school as the client must ensure they comply with the Construction Design and Management Regulations;</li> </ul>
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## **7. Communication and Consultation Arrangements.**

This section sets out the regular meetings hosted by the Council, to which Governors, Headteachers or their representatives are invited. For all groups requiring representatives from different sectors or clusters, the Council will seek nominations for representatives through the primary and secondary Headteacher meetings.

Where possible, the Council will ensure that meetings are either at the beginning or the end of the working day so that there is the least disruption for schools.

### **Corporate Director of Education meetings with Headteachers**

Half-termly meetings will be held with Headteachers to discuss emerging issues, progress and to consult on new policies and strategies. Additionally, the meetings will share identified good practice within Blaenau Gwent, new information such as developments in teaching and learning, new legislation, Welsh Government guidance, new policy/ procedures affecting schools, presentations from Council advisers and officers or other Council staff (e.g. Finance) on appropriate topics. The meetings will have a particular focus on measures which will support school self-improvement and capacity building consistent with the Directorate's purpose vision statement. These meetings will usually last a half day.

### **Membership**

All Maintained Schools in Blaenau Gwent (Headteacher or their representatives) Council representation will be through the Corporate Director of Education and all members of the Directorate Management Team. As appropriate, additional advisers and corporate officers will be invited depending on the topics to be covered.

### **Procedures :**

- All meetings will be formally set with dates for the academic year,
- An agenda will be set following consultation and circulated 5 days before the meeting,
- Formal apologies for absence will be recorded,
- Items for inclusion on the agenda should be forwarded to the Director's Office,
- The Corporate Director of Education will chair meetings,
- Formal minutes will be taken and will be shared within 5 days of the meeting,
- Headteacher representation will be expected at these meetings, although each Headteacher may delegate to their senior management team members as appropriate. Where schools are unable to be represented the Corporate Director will be advised so that alternative arrangement for briefings can be put into place. Attendance and representation by every school will be key to ensure good levels of communication and positive engagement in the further development of Blaenau Gwent's education services,
- Where subgroups are established these will report back to Headteacher meetings on their work.

### **Schools Budget Forum**

The Schools Forum (Wales) Regulation 2003 required each Council to establish a Schools Budget Forum. The Schools Budget Forum is key to developing informed and confident dialogue between the Council and schools on budgetary issues, including schools' funding level for the coming year, pressures on future years'

budgets, changes to local funding formula and reviewing contracts/service level agreements to schools.

Forums have been set up to represent the views of schools and other interested bodies, on the Council's schools' budget and other matters related to school funding. The Forum is a consultative and advisory body, and not a decision making one.

The Council's School Budget Forum shall comprise of 16 members, of which not more than 4 must be non-school members. School members must include a proportionate number of representatives of community schools, foundation school and voluntary schools and at least one must be a representative of a special school.

Non-school members currently include a representative from Unison and a representative from the Diocese of Swansea and Brecon.

The Forum meets at least once a term and the Forum constitution, agenda, minutes and papers are available on request. The views of the budget forum will be presented to Council as part of the budget setting process.

### Admission Forum

The Education (Admission Forums) (Wales) Regulations (2003) required the Council to establish an Admission Forum. The role and function of the Forum is to consider, discuss, monitor and consult on: policy, procedural development and support the Council in taking key decisions in line with the development and delivery of the admissions process within Blaenau Gwent.

The membership of the Admission Forum is shown below:-

GROUP	RANGE	NUMBER	NOMINATOR
Members or Officers of the Authority	1-5	5	Authority
Members nominated by Church in Wales	1-3	1	Diocesan Authority
Members nominated By R.C Church	1-3	1	Diocesan Authority
Headteacher or Governor (not C.C appointed governors from each school group)	1-3 from each group (i) C, CP and VC (ii) VA (iii) Foundation	C & CP – 3 VA- 2 VC – 0 Foundation - 1	Authority via Headteacher Groups
Parent Governor	1-3	1	Parent Governors (Governors Association)
Community Governor	1-3	1	Community Governors (Governors Association)

The Council shall appoint a secretary, who is not a member, for the Council's School Admission Forum.

The Secretary shall circulate the agenda and documents relevant to the meeting to members. This will be done via Democratic Services.

Each member shall be appointed for a period not exceeding four years. Members may be re-appointed.

### **Removal of Members**

Individuals shall cease to be members of the Admission Forum when they cease to hold the office by virtue of which they became eligible for appointment.

Forum members nominated by a diocesan authority shall cease to be members if their nominating body notifies the secretary of the Forum that they are of the opinion that the member should no longer be a member of the Forum.

The removal of members shall be in accordance with the provisions of the Education (Admission Forums) (Wales) Regulation 2003.

### **Meetings of the Admission Forum**

The Forum is required by the Regulations to meet at least twice a year or as required.

Additional meetings may be called by the Secretary in consultation with the Chair.

At least five working days' notice of a meeting of the Forum shall be given in writing to members, except in the case of an emergency.

The Secretary shall circulate the agenda and documents relevant to the meeting to members at least seven days prior to the meeting of the Forum.

The quorum of the Forum shall be 40% of its membership, rounded up to the nearest whole number.

Members of the forum have no individual role with respect to the application of the admission policy and are bound by the corporate nature of the Forum i.e. they cannot act on an individual basis.

### **Appointment of Chair and Vice Chair**

The Chair shall preside over meetings of the Forum. The Forum shall select a Chair and Vice-Chair at their first meeting and biennially thereafter. The Chair and Vice-Chair shall serve for a period of two years and may be re-selected.

The Secretary to the Forum shall act as Chair for that part of the meeting during which the Chair is elected.

### **Other meetings likely to involve Schools**

School representatives are also invited to attend a number of other groups. The requirements for task and finish groups and other sub-groups may be revised during the course of this partnership agreement in response to national and local policy developments.

Groups currently include:

- People, Places and Partnership Scrutiny Committees
- Blaenau Gwent School Governors Association
- Standing Advisory Council on Religious Education (SACRE)
- ALN Panel
- Vulnerable Learner Panel
- ALNCO Forum
- ALNCO Cluster Groups
- Leader of Resource Bases
- Designated Safeguarding Leads
- Youth Engagement and Progression Framework Early Identification Reviews
- Post 16 Partnership Board
- Education JCC Trade Union
- Strategic HR Group (includes Directorate Health and Safety consultation and wellbeing)
- Safer Schools Partnership Board
- Headteacher Working Group
- Recovery and Renewal Working Group

### **Communication with Schools from the Council**

Formal papers, e.g. new policies

- No education policy change will be made without first going through formal consultation with schools, Council staff and where appropriate wider council services, other agencies and voluntary groups. However, employment policies which are commended to governing bodies for adoption are subject to a different consultation process.
- A copy will be sent to the school email address via the Directorate's Weekly Bulletin
- A further copy will be , shared with Governor Support for timely onward distribution to Governing bodies.

### **Full public consultation documents**

In many cases, it will be appropriate for a policy document to have been worked up in a small group or working party and shared at the appropriate Headteacher meeting before being considered a suitable draft for wider and formal consultation.

- Copies will be emailed to the Chair of Governors and Headteacher of each school
- The formal consultation group for public documents will automatically include the following circulation list:
  - Chairs of Governors
  - Headteachers
  - Recognised Trade Unions representing education based staff
  - SAC
  - The local Roman Catholic and Church of Wales Archdiocesan Offices
  - South East Wales Directors of Education
  - CLT
  - Learning Theme Group
  - Raising Aspirations Group
  - Youth Forum

- Chair of Blaenau Gwent's Governors Association
- South Wales Race Equality Council (SWREC)
- EAS
- And to any other relevant group as and when required

Changes to policies that involve parents directly (such as the Council Admission policy, Home to School Transport Policy and School Attendance policy) will be published on the Council's internet site for the period of the consultation

Formal consultation with children and young people will be encouraged. This will be facilitated on relevant documents through school councils, youth service and the youth forum.

At the close of the consultation period a summary concluding statistical and formal analysis will be included in the covering report to the final policy document. This evidence will be used to inform final policy or decision-making processes.

### **Policy adoption**

The usual process for policy adoption is as follows:

- Draft policy shared with Headteachers and Chairs of Governors and or any working group,
- Draft policy considered at Education's Directorate Management Team,
- Draft policy shared with Corporate Leadership Team,
- Draft policy scrutiny at the People and Partnership Scrutiny Committee as appropriate,
- Policy endorsement from the Executive Committee,
- Policy distributed to SEW EAS Governor support function for inclusion in school governing bodies agendas for consideration of adoption. Policy adoption confirmed to EAS Governor Support who in turn update Education Directorate on a termly basis.

### **Written, email and telephone correspondence with schools**

Council and schools can always expect professional correspondence from each other. A weekly Schools Bulletin will capture the majority of Council communication to all schools. In addition to this, the Safeguarding In Education Manager will share a Safeguarding bulletin with schools on at least a half termly basis.

### **Council Staff Visits to Schools**

- Will usually be pre-arranged formally by telephone or email/letter and will always be prearranged if staff observation in schools is the purpose,
- Will be formally recorded either as a record or report of the visit and the outcomes or actions required being noted or a formal letter will follow which outlines these points,
- Subsequent action required by the Council staff and the relevant information or update will be provided to the school in writing within 10 working days.

### **Monitoring of statutory functions**

As more statutory responsibilities are delegated to schools, the Council is required to fulfil a monitoring role and will request that schools submit returns within specified timeframes to a nominated officer for example safeguarding matrix and rights respect equality returns.

Where a school chooses not to use an agreed LA system or platform for data reporting reasons the Governing Body will ensure that the data is provided to the LA in line with the agreed reporting requirements and timeframes.

### Formal Complaints

The Council has an agreed compliments and complaints policy. If a compliment or complaint is about a Council issue or about a member of staff, The information can be found here: [Corporate Compliments & Complaints | Blaenau Gwent CBC \(blaenau-gwent.gov.uk\)](http://blaenau-gwent.gov.uk)

Schools have their own Schools Complaints Policy, which is agreed by the respective governing bodies. In essence, complaints should be made to the Headteacher of the relevant school, in the first instance to be deal with in accordance with the school’s complaint policy, and subsequently escalated to the Chair of Governors if required. A complainant may request the Corporate Director of Education or relevant Diocesan authority to review the procedure used to reach a decision. However, the Corporate Director of Education or relevant Diocesan authority may not review the decision itself or act as an appeal mechanism.

### Public Relations

The Council receives numerous press enquiries daily. It is the role of the Communications team within the council to monitor and manage all enquiries regarding council services. However, Headteachers take responsibility for responding to press enquiries relating to their schools but the Council’ Communications team can provide support and guidance to schools on responding to media enquiries and can also help with proactive media coverage.

### Senedd Member and Member of Parliament: Visits and Invitations

Governing bodies should notify the Corporate Director of Education of all visits by Assembly Members and Members of Parliament to schools well in advance of the visit. The Corporate Director of Education will notify the relevant personnel within the Council of the proposed visit so that appropriate protocol may be implemented.

### Responsibilities for Communication and Consultation

COUNCIL	GOVERNING BODY
<ul style="list-style-type: none"> <li>• The Corporate Director will produce a programme of regular Headteacher meetings;</li> <li>• The School Budget Forum will meet termly. The views of the forum will be presented to council as part of the annual budget setting process;</li> <li>• The Schools Admission Forum will meet twice yearly as a minimum;</li> <li>• Proposed Education Policy changes will be circulated to schools for comment;</li> </ul>	<ul style="list-style-type: none"> <li>• Consider and respond to Council policy consultation documents;</li> <li>• Seek to develop cluster based consultation responses and where possible, cluster based implementation arrangements;</li> <li>• Ensure professionalism in contacts with the Council;</li> <li>• Wherever possible, seek to agree proposed visits and make the necessary arrangements for access to required resources, staff or pupils;</li> </ul>

<ul style="list-style-type: none"> <li>• Cluster based responses from schools or networks of Governors will be encouraged;</li> <li>• Policy proposals will be circulated where they are part of a public consultation process;</li> <li>• Consultation responses will be reported and considered before decisions are taken;</li> <li>• Ensure professionalism in contact with schools;</li> <li>• Wherever practicable provide written or telephone notice or school visits;</li> <li>• Ensure that monitoring visits to schools by EAS staff working on behalf of the Council are prearranged and purposed explained;</li> <li>• Offer PR support to schools with local issues where needed;</li> <li>• Advise schools on arrangements for visits by Assembly Members and MP's and in particular of their obligations during pre-election periods;</li> <li>• Produce and circulate regular updates on Education developments locally and nationally;</li> <li>• Produce a weekly Schools Bulletin for all school;</li> <li>• Issue a weekly Corporate Managing Director message to all schools.</li> </ul>	<ul style="list-style-type: none"> <li>• Seek Council advice and support where necessary in dealing with school-based issues;</li> <li>• Notify the Corporate Director of Education any issue which is likely to generate adverse publicity or public interest;</li> <li>• Consider and follow Council guidelines in response to Visits by S.M's and MP's;</li> <li>• Comply with the statutory requirements of pre-election period as detailed in advice from the Council;</li> <li>• Receive and present to Governing Body meetings regular information and updates provided by the Council or EAS.</li> </ul>
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## **8. Revision of Partnership Agreement**

This Partnership Agreement is for the period September 2022 to August 2025 with a review commencing in September 2024. The Council reserves the right to provide further updates through an Addendum during the lifetime of this agreement.

The regulations relevant to partnership agreements stipulate the circumstances when a review of agreements may be triggered. These are:

- If a school goes into special measures or the need for significant improvements are identified by inspection;
- The Council uses its power to appoint additional governors;
- The Minister for Education and Skills directs the closure of a school;
- Statutory proposals are made and come into effect leading to:
- Changes to the National Model for school improvement in Wales
- Amalgamations
- Changes to ALN provision
- Alterations from single sex education to co-education or vice versa
- Change of language medium of the school
- Introduction of language medium to the school
- Introduction or ending of boarding provision
- Where a Council makes, or minister approves school reorganisation proposals which could mean the establishment, alteration or discontinuance of schools
- If the Council uses its power to suspend the governing body's right to a delegated budget;
- Where consistent and upheld complaints by stakeholders are made against the school.

Where a review is triggered under any of the above circumstances, the Council will complete the review within 6 months and revise the partnership agreement if necessary. A review may therefore lead to:

- No change
- Amendment of the agreement or statement
- Replacement with a new agreement or statement
- The Council drawing up a statement if the school did not agree to changes to an agreement.

When reviewing an agreement due to one of the circumstances listed above, if another circumstance comes to light, this circumstance will be reviewed together with the first circumstance. The Council and school will then have one year from the date of the second circumstance occurring to carry out the review. If during this year, a third or more circumstances occur, the Council and school would have one year from the date of the later circumstance to carry out the review. If following a review, no change is made to the agreement; up to four years may elapse after the circumstance which triggered the review took place before the Council and school must review the agreement of statement again.

## Appendix 1

### Statutory and non-statutory functions of a Partnership Agreement

	Statutory functions	Non-statutory functions
2	<p><b>Achieving Excellence</b></p> <p>2.2 Pupil progress targets (currently suspended)</p> <p>2.3 Attendance</p> <p>2.5 Transition from Primary to Secondary</p> <p>2.6 ALN</p>	<p>2.4 Exclusion</p> <p>2.5 Transition for pupils from nursery to primary school</p> <p>2.5 Transition from KS3 to KS4 Youth Engagement and Progression Framework</p>
5.	<p><b>Monitoring, Challenge, Support and Intervention</b></p> <p>3.2 Safeguarding</p> <p>5.1 Monitoring, Support, Challenge and Intervention</p> <p>5.2 Factors the LA will take into account in:</p> <ul style="list-style-type: none"> <li>identifying schools giving cause for concern</li> <li>Support the LA will offer to schools giving cause for concern, and to prevent them from becoming failing schools</li> <li>Support the LA will provide to schools in special measures, or requiring significant improvement</li> </ul>	<p><b>Securing Wellbeing</b></p> <p>3.1 Wellbeing</p> <p><b>Partnership for Improvement</b></p> <p>4.1 Improvement</p>
6	<p><b>Managing Resources</b></p> <p>6.2 Premises and Buildings</p> <p>6.5 Governing Body Training Support and Reports</p> <p>6.7 Health and Safety</p>	<p>6.3 Providing and maintaining data</p> <p>6.5 Staff development to improve school improvement</p> <p>6.7 Staff appointments, redundancies, complaints and disciplinary matters.</p>

# Agenda Item 9

*Executive Committee and Council only*

Date signed off by the Monitoring Officer:

Date signed off by the Section 151 Officer:

Committee: **Partnership Scrutiny Committee**

Date of meeting: **14<sup>th</sup> October 2022**

Report Subject: **National Collaborative Arrangements for Welsh (local authority) Adoption and Fostering services**

Portfolio Holder: **Executive Member – People & Social Services**

Report Submitted by: **Tanya Evans, Interim Corporate Director of Social Services**

Reporting Pathway								
Directorate Management Team	Corporate Leadership Team	Portfolio Holder / Chair	Audit Committee	Democratic Services Committee	Scrutiny Committee	Executive Committee	Council	Other (please state)
	25.8.22	05.10.22			14.10.22		24.11.22	

## 1. Purpose of the Report

- 1.1 To update on the proposals for developing the governance and enabling arrangements for the National Adoption Service for Wales as it assumes responsibility for Foster Wales
- 1.2 To achieve agreement to signing the Joint Committee Agreement for the proposed Joint Committee.

## 2. Scope and Background

- 2.1 The National Adoption Service (NAS) has been in existence since 2014 and has enabled significant change and improvement in adoption services across Wales. Its structure and governance through national, regional and local arrangements were agreed by all councils at that time. A review in 2018 led to proposals to streamline governance arrangements which included creating a combined Governance Board (bringing together the Advisory Group and Governance Board required by the legislation).
- 2.2 Legal advice obtained by the Welsh Local Government Association (WLGA) determined that in order for NAS to operate effectively on behalf of all 22 Welsh authorities, and for there to be a robust hosting arrangement with the host authority for the national and enabling functions (Cardiff), co-operation between Welsh local authorities needed to be put on a formal footing. The preference of the WLGA and the Association of Directors of Social Services Cymru (ADDSC) was that this should be through a Joint Committee. Work on a National Joint Committee, to give proper effect to the co-operation and oversight from all 22 local authorities, has continued and is ready for implementation.
- 2.3 Since 2015, the National Adoption Service Director and NAS central team has been supporting the work of the National Fostering Framework (NFF) to create a similar national, regional and local collaborative arrangement to improve Welsh fostering services. Foster Wales has now emerged from the NFF and will support a defined range of fostering functions linked to

recruitment and retention of local authority foster carers. Throughout this time, the WLGA and ADSS-C as lead bodies wanted the national functions for fostering to be linked to the National Adoption Service national functions to reduce duplication and costs as well as to maximise resilience, flexibility and longevity across both functions.

2.4 The proposed NAS Joint Committee and the agreement underpinning it have been extended to include Foster Wales as has the capacity and functions for national co-ordination and enabling through a combined Central Team. The linking of Foster Wales to the Joint Committee is critical given the lack of a legislative basis for such co-operation for fostering services.

2.5 **Governance - Establishment of a Joint Committee**

The proposed governance structure is presented diagrammatically and with a narrative in **Appendix one**. The national Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers for the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be comprised of Council Members meeting twice yearly.

2.6 WLGA lawyers have drafted a Joint Committee Legal Agreement to be signed by all 22 local authorities attached under **Appendix 2**. This contains a formal Scheme of Delegation and provision for the formal agreement with the host local authority for national functions.

2.7 The Joint Committee will provide the mechanism for all Welsh local authorities to discharge an executive and oversight role for NAS and FW. It will approve / receive:

- The Annual Report of NAS and of Foster Wales;
- The annual programme of work for the NAS and for Foster Wales;
- The budget for the office of the Director and national work for NAS and for FW; and
- The agreement, and any changes to the agreement, for the host authority support of the office of the Director and national work for NAS and FW.
- For the National Adoption Service only it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions.

2.8 **Enabling - National infrastructure**

A functional structure is proposed which, below the Director, has separate lead functions for adoption and fostering but a combined business and enabling function supporting both NAS and FW. The range of functions that will be carried out is described in **Appendix 3** with a staffing structure of 9.5 fte. staff (incl. Director.)

2.9 The proposals outlined are being progressed in order to formalise and consolidate the existing position of the Central Team in respect of the work it is currently doing for the National Adoption Service and for Foster Wales. This will allow both collaborative arrangements to continue to function and meet agreed plans and commitments in the short to medium term.

2.10 **Engagement of stakeholders**

Local authority members have been kept informed throughout via the WLGA, most recently, during September 2021 via the Cabinet Members (social care and health) Network and the WLGA Council.

2.11 The National Adoption Service Governance Board, the Foster Wales Lead Heads of Children's Services and Social Services Directors via ADSSC have agreed these proposals in principle.

2.12 The proposals have been informed by and developed with the full engagement of these key stakeholder groups.

3. **Options for Recommendation**

3.1 **Option 1**

Recommend to Council to adopt the proposals for developing the governance arrangements for the National Adoption Service for Wales, as it assumes responsibility for Foster Wales; and

Confirm support for the Joint Committee Agreement for the National Adoption Service and Foster Wales and for the authority to sign the agreement.

Via their Membership Report, Council to formally nominate the representative from Blaenau Gwent to sit the Joint Committee.

3.2 **Option 2**

Do not recommend that Council sign the Joint Committee Agreement for the National Adoption Service and Foster Wales

4. **Evidence of how does this topic supports the achievement of the Corporate Plan / Statutory Responsibilities / Blaenau Gwent Well-being Plan**

4.1 If option 1 is agreed, it will contribute to the following corporate priorities

- To intervene early to prevent problems from becoming greater;
- To promote and facilitate new ways of delivering health and social care involving key partners and our communities;

5. ***Impact on Budget (short and long term impact)***

- 5.1 The core funding for the national functions for the National Adoption Service and Foster Wales is provided from a top slice of the Revenue Support Grant made available through the WLGA. This allocation, currently £473k per annum for adoption and £400k per annum for fostering. In addition, Foster Wales has been awarded Welsh Government grant funding up to the end of March 2023 to fund specific purposes, this is £573 for 2021/22 reducing by a small amount for 2022/23.
- 5.2 The total cost of the proposed national structure is £586,384 for 2021/22 salary rates. Total available core budget across NAS and Foster Wales for 2021/22 is circa £1,449,000 albeit that over half the Foster Wales funding stream is subject to WG grant conditions for specific purposes as indicated above.
- 5.3 The structure is affordable up to the end of the Welsh Government Grant period (31.03.23) but there are pressures on staffing and operating budgets for both NAS and Foster Wales beyond that. The financial pressures have been flagged with Welsh Government, but work has commenced to consider how to resolve this beyond the current grant aid period.
- 5.4 As outlined above, funding for the governance arrangements and central / national leadership and enabling, is provided from the WLGA via a top slice of the Rate Support Grant plus grant funding from the Welsh Government. There is no expectation that individual councils will incur additional costs in relation to these functions.

6. ***Legal Implications***

- 6.1 Individual local authorities remain legally responsible and accountable for the provision and adoption and fostering services. In respect of adoption services, the legal provisions outlined below require adoption responsibilities to be delivered in accordance with the arrangements for the National Adoption Service.
- 6.2 The legal basis underpinning the National Adoption Service is contained in section 3A of the Adoption and Children Act 2002 [which was inserted by the Social Services and Well Being (Wales) Act 2014] and the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015. These set out in detail expectations on local authorities to co-operate at regional and national level to deliver and improve adoption services. They do not, however, contain provisions that explicitly create a mechanism that gives proper legal effect to the co-operation at national level or for the agreement with one local authority to host the national functions. The Joint Committee, and the Agreement that will accompany it, will put this on a formal legal footing as well as providing greater clarity and certainty for all authorities, the WLGA as well as the National Adoption Service and Foster Wales.
- 6.3

There are no regulations underpinning Foster Wales so the Joint Committee will provide the basis for the co-operation that is needed so it can operate as proposed.

7. ***Expected outcome for the public***

7.1 The establishment of a Joint Committee to oversee the National Adoption Service and Foster Wales will serve to enhance the governance and enabling arrangements for both. This will in turn provide a greater level of scrutiny of performance which will serve to drive service improvements forward which will have a direct impact on the public.

8. ***Involvement (consultation, engagement, participation)***

8.1 Local authority members have been kept informed throughout via the WLGA, most recently, during September 2021 via the Cabinet Members (social care and health) Network and the WLGA Council.

8.2 The National Adoption Service Governance Board, the Foster Wales Lead Heads of Children's Services and Social Services Directors via ADSSC have agreed these proposals in principle.

8.3 The proposals have been informed by and developed with the full engagement of these key stakeholder groups.

9. ***Thinking for the Long term (forward planning)***

9.1 The establishment of this Joint committee will support the growth and development of the National Adoption Service and Foster Wales well into the future giving it the sound governance structure required.

10. ***Preventative focus***

10.1 The work of the National Adoption Service and Foster Wales looks to improve outcomes for children. Whether that is providing adoptive placements for children preventing them remaining in the looked after system on a long term basis or providing enough local authority foster carer to prevent the use of private providers and children being placed outside of Blaenau Gwent.

11. ***Collaboration / partnership working***

11.1 This arrangement brings together a strong collaboration of the 22 local authorities across Wales.

12. ***EqlA (screening and identifying if full impact assessment is needed)***

12.1 Children looked after benefit from the work of NAS and FW. These children have many of the protected characteristics outlined in the Equality Act 2010. The proposal in this report will not have a negative impact on any of these groups but will certainly impact positively on them.

13. ***Monitoring Arrangements***

13.1 On a local level the monitoring of these arrangements will occur via the Head of Childrens Services attendance on the governance boards outline in

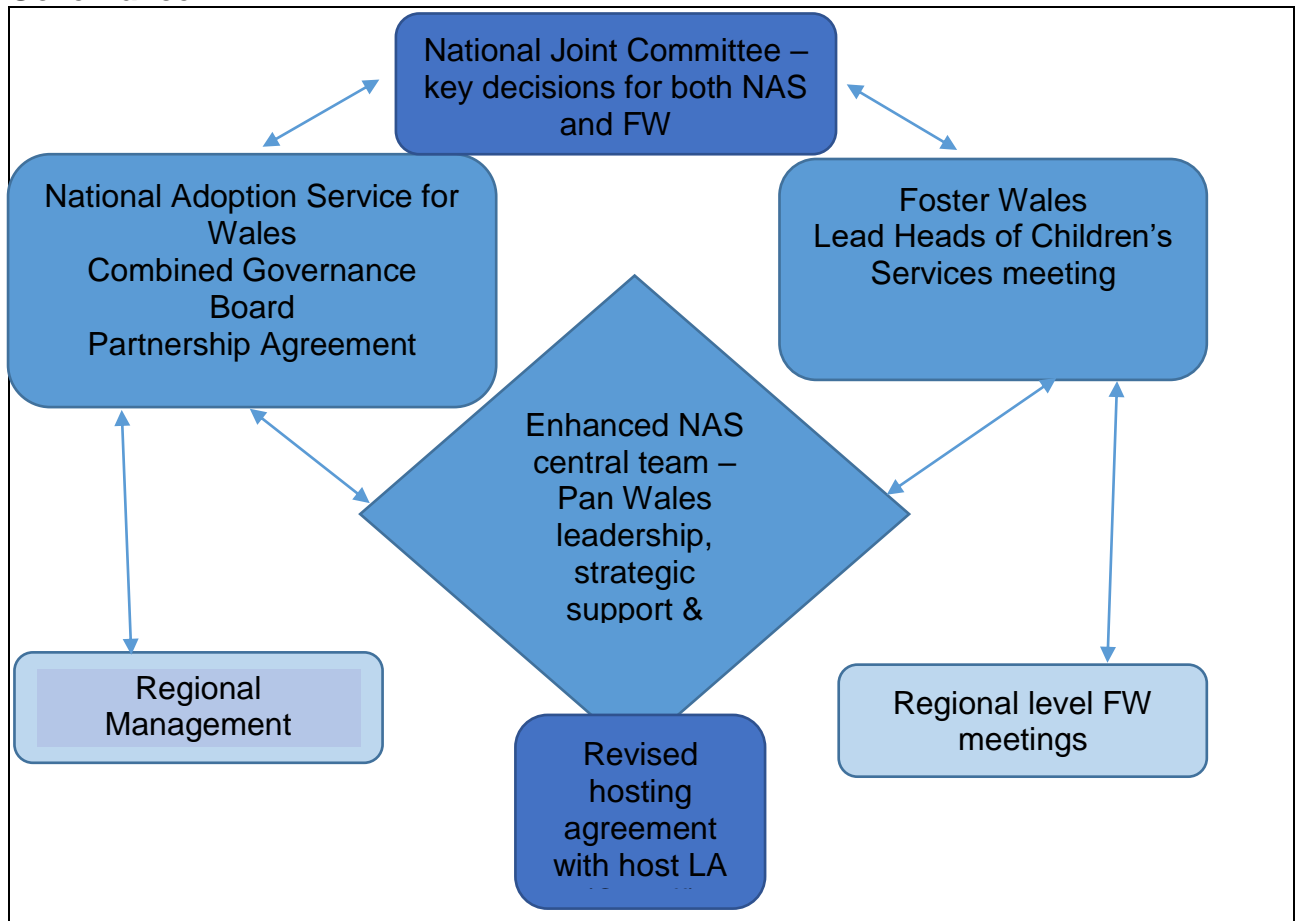
Appendix 1. In addition, executive members will be invited to attend the newly established joint committee.

**Background Documents / Electronic Links**

- Appendix 1
- Appendix 2
- Appendix 3



**Governance**



**WLGA Joint Committee (all 22 LA’s) over-sees NAS & Foster Wales:**

The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:

- The Annual Reports of NAS and of Foster Wales;
- The annual programmes of work for the NAS and for Foster Wales;
- The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
- The agreement, and any changes required, for the host LA support of the office of the Director to enable it to facilitate the work of NAS and FW.

For NAS only it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions.

**NAS - National level - Combined Governance Board (CGB)**

**Foster Wales - National level - Lead Heads of Children’s Services meeting**

<p>Provides strategic direction and decision making to facilitate the delivery and improvement of adoption services in Wales through the National Adoption Service arrangements in line the Senedd Directions and its Terms of Reference.</p>	<p>Provides strategic direction and decision making in relation to the agreed national and regional functions of Foster Wales on behalf of Welsh local authorities in line with its Terms of Reference.</p>
<p><b><u>NAS – regional / LA level - Regional Management Boards &amp; VAA’s Boards</u></b></p> <p>Each region is made up of specified local authority areas, set out in the Directions and overseen by Regional Management Boards (RMB’s). Primary role is to coordinate adoption activities at the regional level and to implement decisions and strategies from the national Governance Board; may also have roles determined by their legal agreement. Plus VAA equivalent.</p>	<p><b><u>Foster Wales - regional / LA level - Regional HoS meeting</u></b></p> <p>These are now in place and may be a specific FW meeting or included in the agenda of pre-existing HoS or HoS &amp; DSS regional meetings.</p>

DATED

2022

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL
  - (2) BRIDGEND COUNTY BOROUGH COUNCIL
  - (3) CAERPHILLY COUNTY BOROUGH COUNCIL
  - (4) THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF
  - (5) CARMARTHENSHIRE COUNTY COUNCIL
  - (6) CEREDIGION COUNTY COUNCIL
  - (7) CONWY COUNTY BOROUGH COUNCIL
  - (8) DENBIGHSHIRE COUNTY COUNCIL
  - (9) FLINTSHIRE COUNTY COUNCIL
  - (10) GWYNEDD COUNTY COUNCIL
  - (11) ISLE OF ANGLESEY COUNTY COUNCIL
  - (12) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
  - (13) MONMOUTHSHIRE COUNTY COUNCIL
  - (14) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
  - (15) NEWPORT CITY COUNCIL
  - (16) PEMBROKESHIRE COUNTY COUNCIL
  - (17) POWYS COUNTY COUNCIL
  - (18) RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL
  - (19) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
  - (20) TORFAEN COUNTY BOROUGH COUNCIL
  - (21) VALE OF GLAMORGAN COUNCIL
  - (22) WREXHAM COUNTY BOROUGH COUNCIL
- and
- (23) THE WELSH LOCAL GOVERNMENT ASSOCIATION

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AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR THE  
NATIONAL ADOPTION SERVICE

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**Geldards**  
law firm

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**BETWEEN:**

- (1) Blaenau Gwent County Borough Council of Municipal Offices, Civic Centre Ebbw Vale NP23 6XB ("Council")
- (2) Bridgend County Borough Council of Civic Offices, Angel Street, Bridgend CF31 4WB ("Council")
- (3) Caerphilly County Borough Council of Ty Penallta, Tredomen Park, Ystrad Mynach Hengoed CF82 7PG ("Council")
- (4) The County Council of the City and County of Cardiff of County Hall, Atlantic Wharf, Cardiff CF10 4UW ("Council")
- (5) Carmarthenshire County Council of County Hall, Carmarthen, Carmarthenshire SA31 1JP ("Council")
- (6) Ceredigion County Council of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion SA46 OPA ("Council")
- (7) Conwy County Borough Council of Bodlondeb, Bangor Road, Conwy LL32 8DU ("Council")
- (8) Denbighshire County Council of County Hall, Wynnstay Road, Ruthin LL15 1YN ("Council")
- (9) Flintshire County Council of County Hall, Mold CH7 6NB ("Council")
- (10) Gwynedd Council of Council Offices, Shirehall Street, Caernarfon LL55 1SH ("Council")
- (11) Isle of Anglesey County Council of Council Offices, Llangefni, LL77 7TW ("Council")
- (12) Merthyr Tydfil County Borough Council of Civic Centre, Merthyr Tydfil CF47 8AN ("Council")
- (13) Monmouthshire County Council of PO Box 106, Caldicot NP26 9AN ("Council")
- (14) Neath Port Talbot County Borough Council of Port Talbot Civic Centre, Port Talbot SA13 1PJ ("Council")
- (15) Newport City Council of Civic Centre, Godfrey Road, Newport NP20 4UR ("Council")
- (16) Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire SA61 1TP ("Council")
- (17) Powys County Council of Powys County Hall, Spa Road East, Llandrindod Wells, Powys LD1 5LG ("Council")
- (18) Rhondda Cynon Taf County Borough Council of The Pavilions, Cambrian Park, Clydach Vale, Tonypany CF40 2XX ("Council")

- (19) The Council of the City and County of Swansea of Civic Centre, Oystermouth Road, Swansea SA1 3SN ("Council")
- (20) Torfaen County Borough Council of the Civic Centre, Pontypool, Torfaen NP4 6YB ("Council")
- (21) Vale of Glamorgan Council of Civic Offices, Holton Road, Barry, Vale of Glamorgan CF63 4RU ("Council")
- (22) Wrexham County Borough Council of The Guildhall, Wrexham LL11 1AY ("Council")

(collectively referred to as "the Councils" for the purposes of this Agreement) and

- (23) Welsh Local Government Association of One Canal Parade, Dumballs Road, Cardiff CF10 5BF("WLGA"); and

**WHEREAS:**

- A The parties to this Agreement have agreed to enter into this Agreement in order to provide a framework for the Councils to give effect to the obligations and arrangements for the Specified Functions set out by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 ("the Directions") made by the Welsh Ministers in exercise of their powers under section 3A of the Adoption and Children Act 2002 and to document and regulate their respective rights and obligations to each other in that regard. The Agreement also provides a framework for the parties to give effect to the co-ordination of identified foster service functions across Wales.
- B The Councils have agreed to establish and to participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
- C This Agreement sets out the arrangements in relation to the manner in which the Councils will work together and use the Joint Committee to deliver the Specified and Agreed Functions.
- D The Councils have agreed that the Director of Operations shall be responsible for the day to day management of the delivery of the Specified and Agreed Functions.
- E The Councils have entered into this Agreement in reliance on the powers of Welsh local authorities under:
  - (i) sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;
  - (ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;
  - (iii) the incidental powers in section 111 of the Local Government Act 1972, and

(iv) all other powers them so enabling.

F The Councils have each taken decisions compliant with the requirements of their respective constitutions to participate in the Joint Committee and enter into this Agreement.

G The Parties to the Agreement have agreed to comply with the requirements of this Agreement to enable the Director of Operations to fulfil their legal obligations.

#### **IT IS AGREED AS FOLLOWS:**

#### **1. Interpretation**

1.1 The following definitions and rules of interpretation apply in this Agreement:

<b>Term here</b>	<b>Definition here</b>
<b>“Agreed Functions</b>	the functions relating to fostering to be discharged by the Joint Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers
<b>“Assets”</b>	any tangible assets or property acquired, leased, licensed, loaned or purchased as required by the Host Council or another Council for the administration of this Agreement;
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
<b>Combined Governance Board</b>	the group established in accordance with clause 4 to comply with the requirements of the Directions;
<b>“Commencement Date”</b>	the date of this Agreement or such later date as the Councils, by resolution of each them, agree;
<b>“Conflict of Interest Protocol”</b>	The protocol agreed by the Combined Governance Board as required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions



	2015 for identifying and avoiding conflicts of interests;
<b>“Constitution of the Joint Committee”</b>	the constitution set out at Schedule 1 to this Agreement;
<b>“Council”</b>	each of Blaenau Gwent County Borough Council, Bridgend County Borough Council, Caerphilly County Borough Council, the County Council of the City and County of Cardiff, Carmarthenshire County Council, Ceredigion County Council, Conwy County Borough Council, Denbighshire County Council, Flintshire County Council, Gwynedd Council, Isle of Anglesey County Council, Merthyr Tydfil County Borough Council, Monmouthshire County Council, Neath Port Talbot County Borough Council, Newport City Council, Pembrokeshire County Council, Powys County Council, Rhondda Cynon Taf County Borough Council, City and County of Swansea Council, Torfaen County Borough Council, Vale of Glamorgan Council, Wrexham County Borough Council and “Councils” shall be construed accordingly;
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
<b>“Director of Operations”</b>	the person employed by the Host Council in compliance with the Directions with day to day responsibility for leadership, co-ordination of the service as a whole as well as delivery of national functions
<b>“Directions”</b>	The Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015;

<b>“Exempt Information”</b>	any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation;
<b>“Financial Memorandum”</b>	the approach to financial and accounting matters agreed by the Councils as set out at Schedule 4 to this Agreement;
<b>“FOI Legislation”</b>	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
<b>Foster Wales</b>	The collaborative endeavour agreed by local government to deliver and improve certain fostering functions through national and regional leadership and enabling.
<b>“Governance Board”</b>	the board which the Councils are required by the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015 to establish to provide national oversight of regional collaboration on adoption services;. Since 2019 this function is managed through the Combined Governance Board
<b>“Host” and “Host Council”</b>	the Council appointed as Host Council in accordance with clause 7 of this Agreement;
<b>“IP Material”</b>	the Intellectual Property in the Material;
<b>“Information Request</b>	a request for information under FOI Legislation;
<b>“Intellectual Property Rights”</b>	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all

applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**“Joint Committee”**

a committee of elected members from the Councils which will be responsible for ensuring and overseeing the delivery of the Specified and Agreed Functions in Accordance with the Directions and with a view to securing their more economical, efficient and effective discharge;

**“Material”**

all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data or text supplied is not to be covered by this definition;

**“National Adoption Service”**

The adoption services and functions delivered collectively by the Joint Committee, the Regional Collaboratives, the Councils and partners;

**“Personal Data”**

Personal data as defined in the Data Protection Legislation;

**“Powers”**

The powers of Welsh local authorities under:

sections 101, 102, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;

the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;

	<p>the incidental powers in section 111 of the Local Government Act 1972,</p> <p>the powers in section 1 of the Local Authorities (Goods and Services) Act 1970 and section 25 of the Local Government (Wales) Act 1994 to provide services;</p> <p>all other powers them so enabling;</p>
<b>“Proportionate Basis”</b>	<p>in accordance with the relevant proportion for each Council by reference to their respective percentage contribution as set out in the Financial Memorandum</p>
<b>“Regional Collaboratives”</b>	<p>the groupings of the Councils as set out in Schedule to the Directions for the purpose of collaboration on adoption services;</p>
<b>“Secondment Agreement”</b>	<p>an agreement made between the Councils for the secondment of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;</p>
<b>“Section 151 Officer”</b>	<p>the officer designated by a local authority as the person responsible for the proper administration of its financial affairs as required by section 151 of the Local Government Act 1972;</p>
<b>“Hosting Agreement”</b>	<p>an agreement made between the Councils pursuant to this Agreement relating to arrangements for the provision of specified support by the Host Council to assist the Joint Committee to discharge the Specified and Agreed Functions delegated to it pursuant to this Agreement;</p>
<b>“Services”</b>	<p>the Services to be provided on behalf of the Councils pursuant to the discharge of the Specified and Agreed Functions being set out at Schedule 5</p>
<b>“Specified Functions”</b>	<p>the functions relating to adoption to be discharged by the Joint</p>

Committee pursuant to this Agreement being set out at Schedule 5 and any other functions which from time to time the Councils arrange for the Joint Committee or one or other of the Councils to discharge pursuant to the Powers;

**“Staff Transfer Agreement”**

an agreement made between the Councils for the transfer of staff from one Council to the Host Council or another Council relating to arrangements for the discharge of the Specified and Agreed Functions pursuant to this Agreement;

- 1.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed in accordance with the Interpretation Act 1978.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.5 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.7 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “eiusdem generis” shall not apply.
- 1.8 The schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

**2. Aims of Joint Discharge of Functions**

- 2.1 The aims of the joint discharge of the Specified Functions relating to adoption services under the provisions of this Agreement are:

- (a) The consistent delivery of high quality adoption services throughout Wales.

- (b) Keeping delay to a minimum in the placement of children for adoption.
- (c) Ensuring the widest choice possible of placements for adoption of children.
- (d) Ensuring that high quality and timely training and assessment for prospective adopters is consistently available.
- (e) Improving the process of matching children with prospective adopters.
- (f) The streamlining of adoption processes and improved liaison between social workers involved in adoption cases.
- (g) Keeping adoption breakdown to a minimum by the provision of adoption support services according to assessed need.
- (h) Collaborative working between local authorities, registered adoption societies, NHS local health boards and NHS Trusts and education services.

2.2 The aims of the joint discharge of the Agreed Functions relating to fostering are:

- (a) To support the strategic oversight of Foster Wales.
- (b) To consider the implications at local and regional level arising from the transition to Foster Wales.
- (c) To consider the development needs of services at local, regional, and national level.
- (d) To seek and support solutions to overcome barriers and challenges.
- (e) To continue to develop and maintain collaboration across local authority fostering.
- (f) To consider reports presented, agree actions, make decisions, and monitor progress.
- (g) To consider performance reports and monitor KPIs as identified and agreed.
- (h) To make recommendations for future areas of work programme development.

2.3 The Director of Operations and a central team of staff to support the Director of Operations are employed by the Host Council to fulfil a range of functions related to leadership, management and oversight of the National Adoption Service. The functions of the Director of Operations and central team include:

- (a) Providing leadership to set the direction for the National Adoption Service including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.

- (b) Reviewing progress including analysis of performance data and service information from the regions and Registered Adoption Agencies (otherwise known as Voluntary Adoption Agencies (VAA's's).
- (c) Providing annual and mid-year reports each year for agreement by the Combined Governance Board, endorsed by the Joint Committee and submission to Welsh Ministers as well as to WLGA and the Association of Directors of Social Services Cymru where required.
- (d) Providing specific functions nationally to support and enable National Adoption Service operations (currently as below).
- (e) Establishing and maintaining a website for the National Adoption Service for Wales.
- (f) Management of the Adoption Register for Wales (under contract from Welsh Government).
- (g) Commissioning and contracting national contracts to support service delivery functions and support.
- (h) Maintaining arrangements for service user engagement across Wales.
- (i) Leadership, matrix management oversight, advice and support to regions and VAA's.
- (j) Promotion of best practice and a culture of continuous improvement throughout the National Adoption Service.
- (j) Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
- (k) Strategic commissioning as necessary for the discharge of functions.
- (l) Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board.
- (m) Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
- (n) Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- (o) Strategic support and enabling functions, as agreed, for the National Fostering Framework / Foster Wales.

2.4 In addition Schedule 7 sets out a Scheme of Functions delegated to the Director of Operations to facilitate the achievement of the objectives of this Agreement.

### **3. Establishment of a Joint Committee**

3.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act

2000 and all other enabling powers the Councils hereby create a joint committee to be known as the National Adoption Joint Committee with effect from the Commencement Date.

- 3.2 The Joint Committee shall take decisions relating to the use of the National Adoption Service budget which shall be provided as a topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Specified Functions, a similar topslice from the Revenue Support Grant via the Welsh Local Government Association for the discharge of the Agreed Functions, to meet the costs of the Host Council and the Joint Committee relating to this Agreement and shall have regard to reports and advice from the Combined Governance Board, Lead Heads of Children's Service's Meeting and Director of Operations.
- 3.3 The Joint Committee shall ensure the Scheme of Delegation set out in Schedule 7 is kept under review in accordance with paragraphs 5.2 and 5.3 of Schedule 7.
- 3.4 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Constitution set out at Schedule 1.
- 3.5 The Joint Committee shall review the terms of reference of the Joint Committee towards the end of each council term and shall make recommendations to the Councils and the WLGA for their consideration as to any amendments that the Joint Committee are required to discharge the Specified and Agreed Functions in accordance with the Directions.
- 3.6 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

#### **4. Establishment of Combined Governance Board and other advisory groups**

- 4.1 The Councils have established the Combined Governance Board. The Combined Governance Board shall act as an advisory group to the Joint Committee and shall discharge the role of the Governance Board and Advisory Group which the Councils are required by the Directions to establish for the purpose of providing national oversight of regional collaboration arrangements over adoption services.
- 4.2 The terms of reference of the Combined Governance Board shall be as set out in Schedule 2.
- 4.3 In respect of fostering services, the Councils have established the Lead Head of Children's Services Group as an advisory group to the Joint Committee. The Lead Head of Children's Services Group shall advise the Joint Committee on issues relating to Foster Wales. The terms of reference for the Lead Head of Children's Services Group shall be as set out in Schedule 6.
- 4.4 The Joint Committee may establish other advisory groups to advise the Joint Committee.



## **5. Arrangements for the Discharge of Functions**

- 5.1 The Councils agree to use their Powers to enter into these arrangements under which the Joint Committee shall discharge on their behalf the Specified and Agreed Functions.
- 5.2 The Joint Committee shall discharge the Specified and Agreed Functions through the Host Council which shall, subject to and within the limitations and constraints of the resources allocated and paid to it pursuant to this Agreement, deliver the Services to support the delivery of the Specified and Agreed Functions. The Councils agree and acknowledge that the responsibility for discharging the Specified and Agreed Functions will none the less remain with the Joint Committee and notes the limitation of the Host Council's liability in that regard.
- 5.3 The Joint Committee may agree to bring additional functions and services within the scope of this Agreement but the Joint Committee may not agree to do so unless it has first received approval from all the Councils to discharge the additional functions and deliver the additional services. The provisions of this Agreement shall apply to any such additional functions and services.
- 5.4 The Councils here by agree the Financial Memorandum. The Councils shall have the discretion to agree variations to the Financial Memorandum at any time without varying the rest of this Agreement. For the avoidance of any doubt variation of the Financial Memorandum is subject to unanimous agreement of the Councils and is not a matter for decision by the Joint Committee.
- Each of the Councils shall contribute to the costs of the discharge of the Specified and Agreed Functions pursuant to this Agreement in accordance with the terms of the body of this Agreement and the Financial Memorandum. Subject to the overarching terms set out in this Agreement, particulars of the arrangement may be further detailed, (including for example the mechanics of payment), in any Hosting Agreement, Secondment Agreement or Staff Transfer Agreement that may be entered into by the Councils.
- 5.5 The Councils intend to enter into a Hosting Agreement with the County Council of the City and County of Cardiff for the delivery of services (subject to all Councils being satisfied as to the terms and conditions proposed) pursuant to the discharge of the Specified and Agreed Functions. The Councils may enter into further Hosting Agreements to record the detailed requirements of further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.6 The Councils may also enter into a Secondment Agreement to record the arrangements for the secondment of staff for further individual arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.
- 5.7 The Councils may also agree to enter into a Staff Transfer Agreement to record the arrangements for the transfer of staff for further individual

arrangements made in connection with the discharge of the Specified and Agreed Functions pursuant to this Agreement.

## **6. Governance**

- 6.1 The Councils each undertake to ensure that they make any changes to their own constitutions as are necessary to facilitate the operation of this Agreement. Each Council shall notify the other Councils and WLGA in writing within twenty-eight days of the date of this agreement either that it has made (or is in the process of making) the necessary changes to its constitution or that no changes are considered necessary.

## **7. Appointment of Host Council**

- 7.1 Subject to the provisions of clauses 7.2 and 7.3 the Councils agree that the Council of the City and County of Cardiff should be the Host Council for the purposes of this Agreement.
- 7.2 The Council of the City and County of Cardiff and any other Council which is appointed as Host Council may terminate its appointment as Host Council by giving not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the other Councils of its intention to terminate its appointment. Such twelve months' written notice shall end at the end of a financial year.
- 7.3 The Joint Committee may terminate the appointment of City and County of Cardiff Council or any other Council as the Host Council by giving at not less than twelve months' written notice or such other period of notice as is agreed by all the Councils to the Host Council of the Joint Committee's intention to terminate the appointment of the Host Council. Such twelve months' written notice shall end at the end of a financial year.
- 7.4 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 the Joint Committee may appoint one of the Councils as Host Council such appointment to be effective from the commencement of the financial year following the expiry of notice of termination under clause 7.2 or 7.3.
- 7.5 If the appointment of a Council as the Host Council is terminated in accordance with clause 7.2 or clause 7.3 any outstanding payment due to that Council from the Joint Committee for costs incurred in the role of the Host Council and any costs it incurs upon or as a consequence of Termination shall be paid in accordance with the terms of this Agreement, including the Financial Memorandum.
- 7.6 Any dispute over the appointment or the termination of the appointment of a Council as the Host Council shall be dealt with in accordance with the dispute resolution procedure in clause 23 of this Agreement.

## **8. Responsibilities of the Host Council**

- 8.1 (i) Subject to and within the limitations of the funding allocated and received by the Host Council, the Host Council shall provide Assets, staff and other resources as are necessary to discharge the Specified and Agreed Functions pursuant to this Agreement.

(ii) Subject to the overarching terms and principles set out in in this Agreement, in particular clause 13, the detailed provisions as to the payment of the costs of the Host Council in providing such Assets, staff and other resources shall be in accordance with a Hosting Agreement between the Councils, and the Host Council and shall be facilitated by the Welsh Local Government Association. Any such Hosting Agreement must be in a form to the satisfaction of the Host Council.

8.2 The Host Council shall employ the Director of Operations and the staff required for undertaking the national functions.

8.3 The Host Council has agreed and arranged for the Director of Operations to have the day-to-day responsibility for the management and delivery of the Services.

8.4 In carrying out its role the Host Council shall have regard to :

- (a) all applicable Laws and Regulations.
- (b) best practice.
- (c) the aims, principles and objectives of this Agreement and any applicable policies agreed by the Councils.
- (d) any relevant guidance issued or specified by the Care and Social Services Inspectorate Wales and any other relevant regulator.
- (e) the Councils duties under the Welsh Language (Wales) Measure 2011.

And shall facilitate the proper discharge of the Specified and Agreed Functions of the Councils and discretionary provision of in-scope elements of the Services.

8.4.2 The Host Council shall ensure that its health and safety policy statements together with related policies and procedures are made available to the Joint Committee on request.

8.4.3 The Host Council shall comply with any investigation by any statutory ombudsman or tribunal relating to the discharge of the Specified or Agreed Functions.

## **9. Expenses of Joint Committee Members**

9.1 Each Council shall be responsible for meeting any expenses to which any Joint Committee Member or officer appointed by it as its representative is entitled as a result of their attendance at duly authorised meetings.

## **10. Monitoring Officer**

10.1 The Councils agree that at the date of the Agreement the Monitoring Officer of Cardiff Council shall act as Monitoring Officer for the Joint Committee. The appointment of Cardiff Council's Monitoring Officer as Monitoring Officer to the Joint Committee shall cease at the earlier of (i) such date as Cardiff Council ceases to act as Host Council or (ii) the Councils unanimously decide to appoint the Monitoring Officer of a different Council as Monitoring Officer to the Joint Committee pursuant to clause 10.2.

- 10.2 The Councils may decide that the Monitoring Officer of a different Council shall be designated as Monitoring Officer for the Joint Committee. This shall require a unanimous decision from the Councils. Following such a decision the Host Council shall notify the officer who is currently acting as Monitoring Officer and the officer who has been designated as Monitoring Officer for the future.
- 10.3 The Councils acknowledge and agree that the Monitoring Officer will need to be provided with such resources as the Monitoring Officer considers sufficient to allow her to perform her duties and that this will be a cost of the Joint Committee.
- 10.4 For such time as the Host Council and the Monitoring Officer to the Joint Committee is being performed by the same Council then the Monitoring Officer's cost will be added to the Host Council's costs and the provisions of clause 13 of this Agreement shall apply.

## **11. Reviews**

- 11.1 The Joint Committee shall review the discharge of the Specified and Agreed Functions at least annually alongside the Combined Governance Board reviewing service progress and performance quarterly and reporting to the Joint Committee on the results of its review.
- 11.2 The Director of Operations shall submit a quarterly report to the Combined Governance Board and an annual report to the Joint Committee, setting out details of:
- (a) The performance of the Specified and Agreed Functions.
  - (b) Income and expenditure and compliance with the Financial Memorandum.
- 11.3 The Councils and the Regional Collaboratives shall carry out a review of their discharge of the regional Specified Functions for adoption and provide the following to the Director of Operations
- (a) An annual work programme by 31 March each year
  - (b) Quarterly performance reporting
  - (c) An annual report by 31 May each containing the items detailed in the Directions.
- 11.4 The Director of Operations will use this information as the basis for reporting to the Joint Committee for adoption services.

## **12. Audit**

- 12.1 The discharge of the Specified and Agreed Functions on behalf of the Councils and the finances relating to the discharge of the Specified or Agreed Functions shall be subject to an annual external audit by the central team of the National Adoption Service which shall be commissioned by the Host Council in accordance with the Host Council's audit processes.

### **13. Costs of Discharge of Functions**

- 13.1 The Host Council agrees that any of the Services it provides for the discharge of the Specified and Agreed Functions shall be on a cost recovery basis. For the avoidance of any doubt such costs shall be deemed to include all costs incurred howsoever arising, including , without limitation to the generality of the foregoing;
- (i) costs of any additional employees required in order to carry out the Host Council role/provide capacity to carry out such role and all associated recruitment costs,
  - (ii) all employee related costs including on costs,pension strain, termination costs and any employee related claims,
  - (iii) fees and charges incurred (including external fees or charges for any third party services, goods or works procured) and
  - (iv) expenses, legal costs, claims, damages, insurance premiums and the like that the Host Council reasonably incurs in carrying out its role.
- 13.2 The Councils shall each year apply the central National Adoption Services budget to fund the payment of the costs of the Host Council. Any shortfall in such funding shall be paid by the Councils within 30 days of demand by the Host Council and as follows. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum.
- 13.3 To aid transparency and accountability the Host Council shall:
- (i) Provide the Joint committee, at its first meeting, with a report outlining its estimated costs for acting as Host Council for the financial year 2022/2023. For the avoidance of any doubt the estimated costs submitted will be for noting purposes only and the Council's will be obliged to meet the Hosts Council's actual costs as set out in this Agreement.
  - (iii) For each subsequent financial year ('Subsequent Financial Year') the Host Council shall, prior to the Subsequent Financial Year in question, present to the Joint committee a report as to its estimate costs for acting as Host Council for the Subsequent Financial Year.
  - (iii) If, in any year, the Joint Committee does not find acceptable the estimated costs for the Subsequent Financial year then the Joint Committee may terminate the appointment of the then Host Council and the provision of clause 7.3 shall be deemed to apply save that the termination date of the appointment of the then Host Council shall be the 31<sup>st</sup> March, in the financial year proceeding the Subsequent Financial Year or such latter date as all the Councils may agree.
  - (iv) As part of its financial reporting to the Joint Committee the Host Council shall from time to time present to the Joint Committee reports of the actual costs incurred in carrying out the Host Council role.
- 13.4 The Host Council in determining the level of resources it requires to carry out its role under the Agreement shall (i) act responsibly and prudently (ii) use its reasonable endeavours to put in place and maintain in place sufficient assets staff and other resource to undertake its role and (iii) wherever reasonably practicable report to the Joint Committee and/or Director of Operations for information if in any financial year its costs are likely to materially exceed the estimated costs that have previously been submitted to the Joint Committee.

**14. Costs of the Joint Committee**

14. The Councils shall apply the central National Adoption Services budget to fund any costs of the Joint Committee, including the Host Councils costs. Any shortfall in such funding shall be paid by the Councils. Each Council's contribution shall be calculated by reference to their respective percentage contribution as set out in the Financial Memorandum. The Welsh Local Government Association shall be responsible for the administration of the payment of costs involved in the administration of the Joint Committee.

**15. Liabilities Under This Agreement**

15.1 The Host Council shall indemnify and keep indemnified each of the other Councils to this Agreement against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or wilful breach by the Host Council of its obligations under this Agreement or its statutory duties (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Host Council or matters arising from any negligent act or omission in relation to such obligations).

15.2 No claim shall be made against the Host Council by the other Councils or any of them to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or wilful breach by the Host Council under clause 15.1.

15.3 Each of the other Councils (acting severally) shall indemnify and keep indemnified the Host Council against all losses, claims, expenses, actions, demands, costs and liabilities which the Host Council may incur by reason of or arising out of the carrying out by the Host Council of its obligations under this Agreement for that Council or arising from any wilful default or wilful breach by a Council of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Council or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any wilful breach by the Host Council of any such obligations.

15.4 The amount to be paid to the Host Council by any of the other Councils under clause 15.3 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils on a Proportionate Basis.

15.5 In the event of a claim under this clause 15 in which it is not reasonably practicable to determine the extent of responsibility as between the Councils then the amount shall be divided amongst the Councils on a Proportionate Basis.

15.6 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities related to the discharge of the Specified and Agreed

Functions shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.

- 15.7 Failure to give notice in accordance with clause 15.6 shall not relieve a party of its obligations to indemnify another under this clause 15.
- 15.8 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for (i) the deductible under any such policy of insurance (ii) any amount over the maximum amount insured under such policy of insurance and (iii) any resultant increase in future year premiums (for a maximum of 10 years) incurred by the Council who claims on its insurance.
- 15.9 The indemnities given under this Agreement are in addition to any Hosting Agreement between the Host Council and any of the other Councils.

**16. Duration of this Agreement**

- 16.1 This Agreement shall come into force on the Commencement Date and shall continue from year to year or until terminated in accordance with the provisions of this Agreement.

**17. Variation of This Agreement**

- 17.1 Any of the Councils may request a variation to this Agreement by making such a written request to the officer acting as Monitoring Officer to the Joint Committee.
- 17.2 The officer acting as Monitoring Officer to the Joint Committee shall circulate the request to each of the Councils within ten Business Days of receipt of the request for consideration and approval by the Councils.
- 17.3 If each of the Councils approve such variation, then the officer acting as Monitoring Officer to the Joint Committee shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by the Councils and such change shall only take effect upon completion of that Deed and the costs associated with the preparation of such Deed of Variation shall be shared equally between the Councils. Such Deed of Variation may be executed in parts by each Council that is then a party to this Agreement.
- 17.4 If one of the Councils does not approve such variation, then the variation to this Agreement shall not occur.

**18. Withdrawal from the Joint Committee on Notice**

- 18.1 Any Council may withdraw from the Joint Committee in accordance with the following procedure:
- 18.2 Any Council which wishes to withdraw from the Joint Committee shall give not less than twelve months' written notice terminating at the end of a financial year to the other Councils and the officer acting as Monitoring

Officer to the Joint Committee shall consult the other Councils giving due consideration to:

- (a) Any loss of funding arising from such withdrawal and including any non-payment, clawback or repayment of such funding;
- (b) Any other loss, liability, damage, claim or expense,

which would be incurred by the Councils upon which notice has been served by reason of such withdrawal from the Joint Committee.

18.3 Any Council wishing to withdraw from the Joint Committee undertakes as a condition of such withdrawal to make, prior to withdrawal such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Councils pursuant to clauses above and no notice under this clause 18 shall take effect unless and until such payment has been agreed or referred to the Dispute Resolution procedure under Clause 22.

18.4 Subject to the provisions of clause 15 or unless agreed otherwise by the parties, each Council reserves the right to recover from any party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of any nature or which have been caused by any act or omission of that party and which are discovered after the party's withdrawal from this Agreement.

18.5 Any Council that withdraws from the Joint Committee shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions. Any Council that withdraws from the Joint Committee shall include in its notice to the other Councils confirmation that it shall comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions

## **19. Termination of this Agreement for Cause**

19.1 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any other Council ("Defaulter") by the other Councils ("Non-Defaulting Councils") acting unanimously in giving sixty-five Business Days written notice to the Defaulter where the Defaulter materially breaches any of the provisions of this Agreement or in the case of a breach capable of remedy fails to remedy the same within thirty Business Days (or such other period as agreed by the Non-Defaulting Councils) of being notified of each breach in writing by the Non-Defaulting Councils and being required to remedy the same.

19.2 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

## **20. Termination of the Agreement by Agreement**

20.1 The Councils agree that this Agreement may be determined upon terms agreed by all the Councils.

20.2 Upon termination of this Agreement the parties agree that the Joint Committee shall cease to exist and any arrangement for the discharge of



Specified and Agreed Functions which has been made pursuant to this Agreement shall cease on the expiry of the notice period specified in the relevant Hosting Agreement and the Specified and Agreed Functions shall be returned to the Councils which were responsible for them prior to this Agreement.

- 20.3 If this Agreement is terminated each Council shall be responsible for ensuring that it is able to comply with its legal obligations in respect of the discharge of the Specified and Agreed Functions.

## **21. Termination – Consequential Matters**

- 21.1 In the event of termination of this Agreement under Clause 20 as the case may be, any party shall supply to any other party when requested any information which the other party requires for the continuing discharge of the Specified and Agreed Functions; and
- 21.2 Any Intellectual Property Rights created under this Agreement shall be owned by the then parties in equal proportions; and
- 21.3 Each of the parties shall undertake to make such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement.
- 21.4 In the event of termination of this Agreement all Assets held by any of the Councils for the purposes of this Agreement shall be dealt with in accordance with the Financial Memorandum.
- 21.5 The Host Council shall: -  
21.5.1 be reimbursed by the Councils for all costs it incurs upon or as a consequence of Termination with each Council's contribution to such costs being calculated by reference to their respective percentage contribution as set out in the Financial Memorandum and  
21.5.2. transfer any relevant information it holds to the Council to which the relevant information relates.
- 21.6 It shall be the duty of the Councils to try to minimise any losses arising from the termination of this Agreement.
- 21.7 Each Council is responsible for its own compliance with the Directions and any other relevant law that applies to the Specified and Agreed Functions and shall take any action necessary to ensure that it is able to comply with its legal obligations following termination of this Agreement.

## **22. Dispute Resolution**

- 22.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute, and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 22.

- 22.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall be referred to the Director of Operations who shall produce and implement a plan for resolving the dispute.
- 22.4 If the plan of the Director of Operations does not resolve the dispute it may at the written request of any Council involved in the dispute, be referred by each Council to its chief executive.
- 22.4 If the Councils' chief executives do not agree a resolution of the Dispute within one month of the date of service of any such request, the Councils may agree a process to attempt to settle the Dispute by mediation or arbitration.

## **23. Notices**

### **Form of Notice**

- 23.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post to the recipient at the address stated in Schedule 3 (or such other address as may be notified in writing from time to time) or sent by facsimile transmission to the recipient to the facsimile number stated in Schedule 3 or sent electronically to the e-mail address stated in Schedule 3.

### **Service**

- 23.2 Any such demand, notice or communication shall be deemed to have been duly served:
- (a) If delivered by hand, when left at the proper address for service.
  - (b) If given or made by pre-paid first-class post two Business Days after being posted;
  - (c) If sent by facsimile at the time of transmission provided that a confirmatory copy is on the same day that the facsimile is transmitted sent by pre-paid first class post in the manner provided for in clause 23.1 Provided That in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 10.00am on the next following Business Day; or
  - (d) If sent by e-mail, when it has been sent to the e-mail address stated in Schedule 4 and receipt of such e-mail has been acknowledged.

## **24. Information and Confidentiality**

- 24.1 Without prejudice to clauses 25 and 26 the parties shall keep confidential all matters relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to the Agreement or Intellectual Property Rights of the parties.

24.2 Clause 24.1 shall not apply to:

- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement.
- (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause.
- (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law.
- (d) Any disclosure of information which is already lawfully in the possession of the disclosing party prior to its disclosure by the disclosing party.
- (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
- (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
- (g) Any disclosure by a party to a department, office or agency of the Government.
- (h) Any disclosure for the purpose of the examination and certification of a party's accounts.

Where disclosure is permitted under clauses 24.2(a), 24.2(f), 24.2(g), or 24.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

## **25. Data Protection**

25.1 In relation to the subject matter of this agreement each party undertakes at all times to comply with the Data Protection Legislation. This clause 25 is in addition to and does not relieve remove or replace a party's obligations under the Data Protection Legislation.

25.2 Each Council:

- (a) Shall process Personal Data belonging to any other Council only on the instructions of that Council (subject to compliance with applicable law);
- (b) Shall only undertake processing of Personal Data reasonably required in connection with this Agreement.
- (c) Shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction

of or damage to Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss destruction or damage and the nature of the data to be protected having regard to the state of technological development and the cost of implementing any measures (those measures may include where appropriate pseudonymising and encrypting Personal Data ensuring confidentiality integrity availability and resilience of its systems and services ensuring (subject to the terms of any third party arrangements that may be in place) that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (d) Shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- (e) Shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other Councils has been obtained and the following conditions are fulfilled.
  - (i) The Council transferring the Personal Data has provided appropriate safeguards in relation to the transfer.
  - (ii) The data subject has enforceable rights and effective legal remedies.
  - (iii) The Council transferring the Personal Data complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- (f) Shall assist the other Councils in responding to any request from a data subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security breach notifications impact assessments and consultations with supervisory bodies.
- (g) Shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this clause 25.

25.3 The Councils shall not disclose Personal Data to any third parties other than:

- (a) To employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Councils to discharge the Councils' obligations in relation to this Agreement; or
- (b) To the extent required under a court order or to comply with any applicable laws

provided that any disclosure to any sub-contractor or any third parties under clause 25.3 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause 25 and that the Councils shall give notice in writing to all other Councils of any disclosure of Personal Data belonging to them which they or a sub-contractor or third parties are required to make under clause 25 immediately they are aware of such a requirement.

- 25.4 Any Council may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Council and the relevant sub-contractors. Within five Business Days of such a request, the Council requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Council can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation. Each Council shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Council.
- 25.5 All Councils shall ensure that any Personal Data they obtain and provide to any other Council has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.
- 25.6 Each Council shall provide the other Councils as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Councils may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Council to comply with its obligations under this clause and the Data Protection Legislation.
- 25.7 Each Council shall take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 25.8 The Councils shall continually review any existing information sharing protocols being used in relation to this Agreement to ensure they remain relevant and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this clause 25.
- 25.9 Each Council shall maintain complete and accurate records to demonstrate its compliance with this clause 25.

## **26. Freedom of Information**

- 26.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 26.2 The Councils shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge in gathering information to respond to an Information Request.
- 26.3 Any Council shall be entitled to disclose any information relating to this Agreement and the Specified and Agreed Functions in response to an Information Request save that in respect of any Information Request which is in whole or part a request for Exempt Information.
- 26.4 The Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Councils and the Director of Operations.

- 26.5 The Council which receives the Information Request shall in good faith consider any representations raised by other Councils when deciding whether to disclose Exempt Information and
- 26.6 The Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council or Councils to which it relates.
- 26.7 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI Legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

## **27. Intellectual Property**

- 27.1 Each Council will retain all Intellectual Property in its Material.
- 27.2 Each Council will grant all of the other Councils a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to this Agreement whether or not the Council granting the licence remains a party to this Agreement.
- 27.3 Without prejudice to clause 27.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 27.4 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 27.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in clause 27.2 and 27.3 in respect of the IP Material to be licensed.
- 27.6 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

## **28. Language**

- 28.1 The Joint Committee shall arrange for the Specified and Agreed Functions to be discharged in such a way that each of the Councils comply with their duties under the Welsh Language (Wales) Measure 2011

## **29. Severability**

- 29.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

- (a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- (b) The parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

## **30. Relationship of Parties**

- 30.1 Each of the parties is an independent organisation and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

## **31. Third Party Rights**

- 31.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **32. Entire Agreement**

- 32.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

## **33. Law of Agreement or Jurisdiction**

- 33.1 This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**34. Discretion of the Councils**

- 34.1 The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

THE COMMON SEAL OF

[        ] Council

was affixed in the presence of

SIGNED BY

Duly authorised for and

on behalf of Welsh Local Government Association

in the presence of



## **Schedule 1 Constitution of the Joint Committee**

- 1 All 22 Councils shall appoint one representative as voting members of the Joint Committee.
- 2 The Joint Committee shall appoint one of its voting members as chair and one of its voting members as vice chair.
- 3 Unless they have already been appointed by their Council as its representative the Councils shall appoint the following persons (subject to the agreement of such persons) as non-voting members of the Joint Committee:
  - 3.1 A WLGA spokesperson for health and social services.
  - 3.2 A WLGA deputy spokesperson for health and social services.
  - 3.3 The executive leader or a deputy in respect of one of those roles of the Host Council.
  - 3.4 The Co-chairs of the Combined Governance Board.
- 4 The relevant Councils may nominate one or more substitute members from, subject to notification being given to the officer acting as Monitoring Officer to the Joint Committee before the start of the meeting. The member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend.
- 5 Each voting member of the Joint Committee shall comply with the Code of Conduct of their Council when acting as a Member of the Joint Committee.
- 6 The Host Council or, as the case may be the relevant councils may remove any voting member or substitute voting members of the Joint Committee and appoint a different representative of the Host Council or, as the case may be, the same council as the member or substitute being replaced by giving written notice to the officer who is acting as Monitoring Officer to the Joint Committee.
- 7 Each voting member of the Joint Committee shall have one vote.
- 8 Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Councils, but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Council of which he or she was a member when he or she was appointed to the Joint Committee or if the Councils remove him or her as a member of the Joint Committee.
- 9 Any casual vacancies howsoever arising shall be filled by the Councils by notice in writing sent to the officer who is acting as Monitoring Officer to the Joint Committee.
- 10 Unless otherwise agreed by the Councils, meetings of the Joint Committee shall be held at the offices of the WLGA, Host Council or virtually.
- 11 The Joint Committee shall meet at least once annually.

- 12 The officer who is acting as Monitoring Officer to the Joint Committee shall call additional meetings at the direction of the chair by providing at least three clear days' notice to members of the Joint Committee, unless the meeting is called at shorter notice. The officer who is acting as Monitoring Officer to the Joint Committee must call a meeting of the Joint Committee if all the voting members of the Joint Committee request it or the Head of Paid Service of each Council requests it.
- 13 Meetings shall be notified to members of the Joint Committee by the officer who is acting as Monitoring Officer to the Joint Committee.
- 14 The officer who is acting as Monitoring Officer to the Joint Committee shall send electronically to all members and relevant officers of each Council the agenda for each meeting of the Joint Committee no later than three clear days before the date of the relevant meeting unless the meeting is convened at shorter notice
- 15 The officer who is acting as Monitoring Officer to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall present them to the Joint Committee at its next meeting for approval as a correct record. The Officer who is acting as Monitoring Officer to the Joint Committee shall circulate the minutes to the Councils prior to the next meeting of the Joint Committee. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chair or vice-Chair.
- 16 A meeting of the Joint Committee shall require a quorum of 60% of the voting members. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
- 17 Subject to the provisions of any enactment all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee immediately present and voting thereon. In the case of an equality of votes the chair shall have a casting vote. Subject to paragraph 18 below all voting shall be by a show of hands.
- 18 Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
- 19 The order of business shall be indicated in the agenda for the meeting.
- 20 Any member of the Councils who is not a member of the Joint Committee is entitled to attend the Joint Committee but he or she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chair and comments will be recorded only on the direction of the chair.
- 21 A meeting of a principal council shall be open to the public except to the extent that they are excluded (whether during the whole or part of the proceedings).The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item, confidential information as defined in section 100A(3) of the Local Government Act 1972 or exempt

information as defined in section 100I of the Local Government Act 1972 would be disclosed to them. In view of the sensitivity of the matters for which the Joint Committee is responsible it is to be expected that most business to be transacted at meetings of the Joint Committee will include confidential or exempt information but the Joint Committee will consider this in respect of every item of business to be considered at a meeting of the Joint Committee.

- 22 Unless members of the public are excluded from a meeting of the Joint Committee in accordance with paragraph 21 above meetings of the Joint Committee will be open to the public.
- 23 Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on reports contained within the agenda for the meeting may at the discretion of the Chair be given the opportunity to do so.
- 24 Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.
25. The Joint Committee may delegate a function to an officer. At the commencement of this agreement, the Joint Committee has delegated functions to the Director of Operations as outlined in Schedule 5

## **Schedule 2 Terms of Reference of the NAS Combined Governance Board**

### **Functions and responsibilities of the Combined Governance Board**

- 1 The Combined Governance Board shall have the following responsibilities:
  - 1.1 To provide political and professional leadership and advice to inform the overall strategic direction of the National Adoption Service in Wales.
  - 1.2 To hold the Regional Collaboratives (and their staff), the Director of Operations and central team, the VAA's and other services accountable for the delivery and performance of their services within the National Adoption Service arrangements.
  - 1.3 To approve for submission to the Joint Committee as prepared by the Director of Operations / central team.
    - An annual programme of work for the National Adoption Service.
    - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
    - The budget and financial management arrangements of services and the office of the Director of Operations.
  - 1.4 To monitor and have oversight of:
    - The performance of the National Adoption Service to ensure its successful delivery and improvements in the adoption process to lead to positive outcomes for children and adults affected by adoption.
    - The quality of engagement with the Voluntary Adoption Agencies (VAAs) and service user representatives at central and regional levels.
    - Compliance with The Directions
    - Compliance with the Conflict-of-Interest Protocol
  - 1.5 To consider and make recommendations for the future direction of the National Adoption Service using:
    - Information and data, including from the National Performance System in relation to the services as a whole, each Regional Collaborative, the VAA's and other services.
    - Professional and best practice advice from the sector.
    - The views of children, young people and adults who use services.
    - Other evidence including reports from the Director of Operations.

- 1.6 To ensure arrangements are in place for the flow of information, including receipt of minutes and papers, between the Combined Governance Board and:
- The Joint Committee.
  - Regional Management Committees.
  - Local government members and officers across Wales.
  - Equivalent bodies in VAA's and other services.
- 1.7 To encourage and enable the statutory and voluntary sectors to work in partnership to deliver the best outcomes for children and adults affected by adoption.
- 1.8 To ensure that the views of all stakeholders, including those who use adoption services, are represented effectively both at national and regional levels.
- 1.9 To ensure the National Adoption Service is working within Welsh Government guidance and strategies for children particularly looked after and adopted children.
- 1.10 To ensure that due consideration is given to the need for Welsh Language services in planning and delivery of adoption services throughout Wales.
- 1.11 To support the delivery of adoption services through the National Adoption Service arrangements to ensure it reflects the best possible practice and is based on a culture of continuous improvement.
- 1.12 To notify Joint Committee and Welsh Ministers of any issues regarding the National Adoption Service which it considers need to be drawn to their attention.
- 2 Membership of the Combined Governance Board will comprise of:
- WLGA Spokesperson for Health and Social Services or their representative.
  - WLGA Deputy Spokesperson for Health and Social Services
  - Independent Chair of the National Adoption Service Advisory Group (Chair of the Advisory Group and Co-Chair of the Combined Governance Board Meeting).
  - Leader (or nominated executive representative) of Host Council.
  - Elected member representative for each of the 5 Regional Adoption Collaboratives (from which the Vice Chair will be drawn).
  - Director / Head of Service from each of the Regional Collaboratives.
  - Senior officer representative of the Host Council.
  - Representative of the 5 VAAs in Wales.
  - Officer representative from the WLGA.

- Representative from the Association of Directors for Social Services Cymru (ADSSC).
  - Representative of Association of Directors of Education in Wales (ADEW).
  - A Designated doctor for Safeguarding/Looked After Children.
  - A current RAC Adoption Panel Medical Advisor.
  - Child and Adolescent Mental Health Services (CAMHS) representative.
  - Representative of a Social Research Centre (currently Cardiff University, CASCADE).
  - Representative of Children's Commissioner for Wales.
  - Representative of CAF/CASS Cymru
  - Citizen or service user.
  - Legal services representative from the Host Council.
  - Director of Operations, National Adoption Service and secretariat.
- 3 The Joint Committee may invite other persons to attend meetings of the Combined Governance Board as observers.
- 4 The terms of reference of the Combined Governance Board shall be reviewed by the Joint Committee at least once a year which may make amendments to the terms of reference.

### Schedule 3 Notice Provisions

Welsh Local Government Association  
One Canal Parade,  
Dumballs Road  
CARDIFF  
CF10 5BF

Blaenau Gwent County Borough Council  
Municipal Offices  
Civic Centre  
Ebbw Vale  
NP23 6XB

Bridgend County Borough Council  
Civic Offices  
Angel Street  
Bridgend  
CF31 4WB

Caerphilly County Borough Council  
Ty Penalta  
Tredomen Park  
Ystrad Mynach Hengoed  
CF82 7PG

The County Council of the City and County of Cardiff  
County Hall  
Cardiff  
CF10 4UW

Carmarthenshire County Council  
County Hall  
Carmarthen  
Carmarthenshire  
SA31 1JP

Ceredigion County Council  
Neuadd Cyngor  
Ceredigion  
Penmorfa  
Aberaeron  
Ceredigion  
SA46 OPA

Conwy County Borough Council  
Bodlondeb  
Bangor Road  
Conwy  
LL32 8DU

Denbighshire County Council  
County Hall  
Wynnstay Road  
Ruthin  
LL15 1YN

Flintshire County Council  
County Hall  
Mold  
CH7 6NB

Gwynedd Council  
Council Offices  
Shirehall Street  
Caernarfon  
LL55 1SH

Isle of Anglesey County Council  
Council Offices  
Llangefni  
LL77 7TW

Merthyr Tydfil County Borough Council  
Civic Centre  
Merthyr Tydfil  
CF47 8AN

Monmouthshire County Council  
PO Box 106  
Caldicot  
NP26 9AN

Neath Port Talbot County Borough Council  
Port Talbot Civic Centre  
Port Talbot  
SA13 1PJ

Newport City Council  
Civic Centre  
Godfrey Road  
Newport  
NP20 4UR

Pembrokeshire County Council  
County Hall  
Haverfordwest  
Pembrokeshire  
SA61 1TP

Powys County Council  
Powys County Hall  
Spa Road East  
Llandrindod Wells  
Powys  
LD1 5LG



Rhondda Cynon Taf County Borough Council  
The Pavilions  
Cambrian Park  
Clydach Vale  
Tonypany  
CF40 2XX

The Council of the City and County of Swansea  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN

Torfaen County Borough Council  
Civic Centre  
Pontypool  
Torfaen  
NP4 6YB

Vale of Glamorgan Council  
Civic Offices  
Holton Road  
Barry  
Vale of Glamorgan  
CF63 4RU

Wrexham County Borough Council  
The Guildhall  
Wrexham  
LL11 1AY

[The Councils to provide details of fax numbers and e-mail addresses.]

## Schedule 4 Financial Memorandum

- 1 The core budget for the office of the Director of Operations and national functions of the National Adoption Service is provided by a 'top slice' of the Revenue Support Grant and made available to the NAS via the Welsh Local Government Association. This arrangement was agreed by the Co-ordinating Committee of the WLGA in March 2014 as part of its agreement to the proposals to establish NAS.
- 2 The Councils shall ensure that:
  - 2.1 The Joint Committee, the Combined Governance Board and the Director of Operations make appropriate use of the National Adoption Services budget to perform their functions and to facilitate achievement of the aims in clause 2 of this Agreement.
  - 2.2 There are adequate financial and accounting procedures for the purposes of this Agreement.
- 3 The Host Council will provide the financial administrative accounting system and appropriate associated support for the discharge of the Specified and Agreed Functions on behalf of the Councils. Subject to the statutory role of each Council's Section 151 Officer in relation to their Council, the Host Council shall provide for the purposes of this Agreement the services of its Section 151 Officer to the Joint Committee.
- 4 The Director of Operations shall submit annual monitoring and accounting reports to the Joint Committee which shall include explanations for any variances against the profiled budget.
- 5 The Joint Committee shall review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to.
- 6 The Joint Committee shall be presented with a report on the proposed use of the budget for the discharge of the Specified and Agreed Functions for approval on behalf of the Councils for the following financial year.
- 7 The Host Council shall apply its Financial Regulations and Contract Procedure Rules to the discharge of the Specified and Agreed Functions on behalf of the Councils pursuant to this Agreement.
- 8 Proportionate Basis for costs and liabilities of the Councils arising under the Agreement:

The Proportionate Basis for which each Council shall be liable for costs arising under the Agreement (to the extent that the same exceed the 'top slice' of the Revenue Support Grant made available to the Joint Committee) shall be calculated by reference to the proportion that the population of each Council's area makes of the total population of Wales. Any indemnity to be funded by all Councils shall be calculated on the same basis.

## **Schedule 5 Specified and Agreed Functions and Services**

### **1 Service Vision**

- 1.1 The Councils wish to use the joint discharge of the Specified Functions to improve the performance of the Councils and partners in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority and partner into an integrated adoption service and similarly for an agreed range of fostering functions.
- 1.2 The Councils agree that the joint discharge of the Specified and Agreed Functions should be underpinned by the guiding principles that looked after children and prospective adopters alike are advantaged by the joint discharge of functions and that the joint discharge of functions is demonstrably more efficient and flexible in delivering the Services.

### **2 Aims, Principles and Objectives of the joint discharge of the Specified Functions for adoption services**

- 2.1 Enabling the Councils to comply with their obligations under the Directions.
- 2.2 Delivering a comprehensive adoption service at a national level.
- 2.3 Exercising oversight of Councils' compliance with legislation, regulations, minimum standards, local procedures and the performance management framework set by the Welsh Government and accountable to the Senedd / Welsh Parliament in line with the Directions.
- 2.4 Ensuring that services are carried out in a timely and efficient way and based upon the assessed needs of those persons requiring the service.
- 2.5 Ensuring that persons seeking approval as adoptive parents are welcomed without prejudice and delay and that their applications are considered on their individual merit.
- 2.6 Developing a recruitment strategy which ensures a range of adoptive placements are available nationally or through external agencies to ensure timely placements for all children where the placement plan is adoption.
- 2.7 Providing a child focused placement service to ensure that children are appropriately matched with adopters who can meet their needs throughout their childhood.
- 2.8 Providing a range of pre and post adoption support and intermediary services in conjunction with statutory and voluntary sector providers.
- 2.9 Establishing effective working links with key stakeholders.

- 2.10 Maintaining effective working links with local authority children's services departments to ensure that agency functions in relation to children requiring adoptive placements are maintained.
- 2.11 Utilising and building upon examples of good practice and promote consistency, excellence and continuous improvement.
- 2.12 Complying with the requirements of external audit and inspection.
- 2.13 Ensuring that customer feedback and the views of service users are obtained and considered in the development of services.

### **3 Aims, Principles and Objectives of the joint discharge of the Agreed Functions for fostering services through Foster Wales**

- 3.1 National leadership to ensure consistency of approach on a regional and local authority basis
- 3.2 Commission / monitoring of the programme management contract with Association for fostering and adoption Cymru (AFA Cymru) / creation of a post for this function plus oversight / support of programme manager's work
- 3.3 Maintaining a performance framework and supporting performance reporting at national and regional level to inform improvement
- 3.4 Production of annual report and any other reporting required
- 3.5 Administration of agreed Foster Wales national Governance arrangements and support to Regional Development Manager meetings, practice forums and task & finish groups
- 3.6 Promotion of best practice and culture of continuous improvement currently as below:
  - Oversight and ongoing development of the Foster Wales brand
  - Production of national Policy and Procedures handbook incl. for recruitment
  - Core Offer of support
  - Fees and Allowances
  - Learning and Development framework
- 3.7 Commissioning and contract monitoring of contracts required for FW work – incl. website, brand repository, national marketing manager, launch & campaigns.
- 3.8 Administration of FW finance and grants and accountancy support. Securing resourcing through new / additional finance where possible.

### **4 The Specified and Agreed Functions**

- 4.1 The Specified and Agreed Functions are:

The functions of the Director of Operations and central team including the following:

- Providing leadership to set the direction for NAS and Foster Wales including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
- Reviewing progress including analysis of performance data and service information from the regions and VAA's.
- Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee and submission to Welsh Ministers as well as to WLGA and ADSS-C where required.
- Providing specific functions nationally to support and enable NAS operations (currently as below)
  - Establishing and maintaining a website for the National Adoption Service for Wales
  - Management of the Adoption Register for Wales (under contract from Welsh Government)
  - Commissioning and contracting national contracts to support service delivery functions and support
  - Maintaining arrangements for service user engagement across Wales
  - Leadership, matrix management oversight, advice and support to regions and VAA's.
  - Promotion of best practice and a culture of continuous improvement throughout the NAS.
  - Securing appropriate resourcing through new / additional finance or re-profiling of existing as well as managing the central team allocation, grants and investment.
  - Strategic commissioning as necessary for the discharge of functions
  - Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Combined Governance Board
  - Promotion of adoption, including national PR and marketing and the provision of the 'face and voice' of adoption in Wales.
  - Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.
- Providing specific functions nationally to support and enable Foster Wales operations (currently as below)
  - Establishing and maintaining a national website for Foster Wales

- Commissioning and contracting national contracts to support service delivery functions and support
- Leadership, matrix management oversight, advice and support to regions and LA's
- Promotion of best practice and a culture of continuous improvement
- Managing the central team allocation, grants and investment, enabling negotiations with funding bodies to secure ongoing resourcing.
- Maintaining arrangements for national governance and allied sub / task & finish groups to engage stakeholders in carrying out the actions / work agreed by the Lead Heads of Children's Services Group
- Promotion of Foster Wales, including national PR and marketing.
- Stakeholder and relationship management including with allied services and organisations in Wales and UK, Ministers and Welsh Government.

## **5 The Services**

5.1 The services to be provided by the host local authority to facilitate the discharge of the Joint Committee's function shall be detailed in a separate agreement but will be provided subject to and on the overarching terms and conditions set out in this Agreement . Such Host services may include:

(i) Office accommodation and allied facilities services

(ii) Employment of staff, associated human resource functions and advising on workforce planning / issues

(iii) Use of its IT systems and databases, including provision of a separate email domain/s and stand-alone websites as needed

(iv) Finance / accounting services, supporting management of core budget and grant aid including facilitating the transfer of funds to relevant local government or partners agencies of NAS and Foster Wales.

(v) Information security advice and support, ensuring compliance with changing legislation

(vi) Facilitation of procurement and contracting requirements to deliver functions

(vii) Legal advice as required incl. for contracts.

(viii) Engagement of Officers and Members in governance arrangements as required by the Directions

5.2 The Host Authority may make arrangements with third parties for the discharge of the Services and recharge such costs to the Joint

Committee. The Host Authority shall first discuss such matters with the Director of Operations.

## **Schedule 6 Terms of Reference for the Lead Head of Children's Services Group**

### **1 Objectives and Scope**

- 1.1 The main objectives of this group are:
- (a) To support the strategic oversight of Foster Wales
  - (b) To consider the implications at local and regional level arising from the transition to Foster Wales
  - (c) To consider the development needs of services at local, regional, and national level
  - (d) To seek and support solutions to overcome barriers and challenges
  - (e) To continue to develop and maintain collaboration across local authority fostering
  - (f) To consider reports presented, agree actions, make decisions, and monitor progress
  - (g) To consider performance reports and monitor KPIs as identified and agreed
  - (h) To make recommendations for future areas of work programme development

### **2 Membership**

- 2.1 Core membership will include:
- (a) 6 x Regional designated Lead Head of Children's Services
  - (b) Director of the National Adoption Service
  - (c) 6 x Regional Development Managers
  - (d) A Director of Social Services
  - (e) Programme Manager
  - (f) An officer of the Welsh Local Government Association
- 2.2 Arrangements will be put in place to ensure good links between this meeting and members including briefing the WLGA spokesperson for health and Social Care or their nominated Deputy with responsibility for children's services.

### **3 Frequency of meetings**

- 3.1 Meetings will be held at an agreed frequency no less than quarterly (currently monthly), dates and times will be scheduled and provided with advanced notice.



#### **4 Accountability and communication**

- 4.1 The group is accountable to the Joint Committee, which holds responsibility for overall oversight of the National Adoption Service and Foster Wales.
- 4.2 Regional representatives are responsible for ensuring that effective communication channels are in place. This should include mechanisms for the sharing of information, decisions, and outcomes from this group to relevant forums and individuals within their own region.

## **Schedule 7 Scheme of Functions Delegated to the Director of Operations**

### **Part One**

#### **SCHEME OVERVIEW**

##### **1. Purpose**

- 1.1. The National Adoption Service for Wales (NAS) operates in a multi-agency partnership context. This is a complex arrangement best described as a local government led collaborative with a range of different interfaces including the voluntary sector. In order that the NAS national / central team staff can carry out its functions effectively under the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015, it is essential that employees at all levels of the organisation are clear that they have the delegated authority to make decisions. It is also important that employees are clear where they do not have the authority to make decisions.
- 1.2. The Scheme of Delegation is the framework creating the authority to make a decision or discharge a function. Delegation also means that those to whom responsibility has been given are prepared to be accountable for the decisions they have been asked to make and the functions they discharge. Effective and transparent decision making also requires that those making a decision must be confident about the scope of their authority.
- 1.3. The aim of the Scheme of Delegation is to set out who has the authority to make decisions within the national / central team of the National Adoption Service for Wales. It is a companion document to the National Adoption Service in Wales Partnership Agreement and the Agreement for the Establishment of a Joint Committee for the National Adoption Service.
- 1.4. This Scheme of Delegation sets out who can carry out the functions. It does not explain how they are to be carried out. The NAS has adopted the procedures of the Host Council (Cardiff Council) which set out the rules for this. The Host Council is also the employer of NAS staff. As a result, NAS Officers must be familiar with the Host Council's:
  - Financial Procedure Rules (Part 4.6 of the Constitution)
  - Contract Standing Orders and any Procurement guidelines issued by the Host Council
  - Human Resources guidance and procedures
- 1.5. All powers within the Scheme of Delegation are to be exercised within approved budgets and all staffing and recruitment delegations take effect subject to approved HR guidelines.
- 1.6. At the commencement of this Agreement the full arrangements for Foster Wales are being developed but it is anticipated that its relationship to the Joint Committee will be the same as for NAS albeit that governance is managed through the Lead Heads of Children's Services (LHOCS) meeting and that delegated authority will operate in the same way. The Terms of Reference of the Lead Heads of Children's Services meeting are in Schedule 6 of this Joint Committee Agreement.

##### **2. Arrangement of the Scheme of Delegation**

- 2.1. . The Scheme of Delegation is arranged in three parts.
  - a) Scheme Overview
  - b) The Joint Committee and Combined Governance Board
  - c) The Director of Operations

### **3. The Joint Committee, Combined Governance Board and Regional Collaboratives**

- 3.1. The complex nature of the arrangements has a number of key bodies either delivering the Adoption Services or setting overall strategy. They interact in a way that influences the approach to delegation.
- 3.2. The Joint Committee will, on behalf of the 22 Welsh Local Authorities, exercise their powers with reference to the provision of the collaborative arrangements for the National Adoption Service for Wales (NAS) and for Foster Wales (FW). It will be underpinned by a legal agreement (Joint Committee Agreement) and be comprised of Council Members. Its role will be to oversee the work of NAS and Foster Wales and specifically approve / receive the below:
  - The Annual Reports of NAS and of Foster Wales;
  - The annual programmes of work for the NAS and for Foster Wales;
  - The budget/s for the office of the Director and the national work of NAS and for Foster Wales; and
  - The agreement, and any changes required, for the Host Council support of the office of the Director to enable it to facilitate the work of NAS and FW.
- 3.3. For NAS (only) it will also oversee how the authorities work together to exercise their powers and comply with the National Assembly Directions (now Senedd Wales).
- 3.4. The Joint Committee has primary responsibility for the delegation framework as it may delegate a function to an officer.
- 3.5. The terms of reference for the Combined Governance Board are contained in schedule 2 of the Agreement for the Establishment of a Joint Committee for the National Adoption Services. The schedule indicates the Board must approve as prepared by the Director of Operations / central team the following:
  - An annual programme of work for the National Adoption Service.
  - A half year and full year progress report for the Welsh Local Government Association (WLGA – Full Council), the Minister for Health and Social Service and the Welsh Government.
  - The budget and financial management arrangements of services and the office of the Director of Operations.
- 3.6. The terms of reference also hold the following accountable for the delivery and performance of their services within the NAS arrangements:
  - Regional Collaboratives (and their staff),
  - the Director of Operations and central team,
  - the Voluntary Adoption Agencies and other services
- 3.7. In order to support the work of the Combined Governance Board the Director of Operations will prepare the items listed in section 3.3 using the support of the Host Council where appropriate.
- 3.8. As the lead executive of the NAS, the Director of Operations has delegated authority from the Joint Committee to manage the organisation. The Director of Operations is also responsible for delegating other decision-making responsibilities to officers within NAS.
- 3.9. The Joint Committee delegates to the Combined Governance Board or Director of Operations all matters which it does not reserve to itself for decision.

- 3.10. The Director of Operations shall provide regular reports to the Combined Governance Board and Joint Committee on the discharge of the Specified Functions.
- 3.11. The delegation of functions and responsibilities both from the Joint Committee and the Director of Operations requires those using delegated authority to carry out those functions in a way that will not prevent the effective discharge of any functions or bring the NAS into disrepute or in any other way have an adverse effect on the NAS.
- 3.12. The scheme of delegation can be removed by the Joint Committee if it takes a formal decision to do so. In these circumstances the Joint Committee would assume those responsibilities that it had previously delegated or delegate these responsibilities to the Combined Governance Board. The Director of Operations can also remove delegations they have granted to their team and in doing so would assume the previously delegated responsibilities or transfer these to another member of their team.
- 3.13. Each region is made up of a number of specified local authorities. These are regional collaboratives overseen by Regional Management Boards. For the NAS to work effectively Partnership Agreement states there should be robust links between RMBs, the Combined Governance Board and the central team (led by the Director of Operations). The RMBs are required to produce an annual report submitted to the Director of Operations by 31<sup>st</sup> May each year. Other aspects of regional working include the Regional Joint Committees, Regional Operation Groups and a lead authority for each region.
- 3.14 There is no legislation underpinning Foster Wales. Existing regional meetings link to the national Lead Heads of Children's Services meeting which in turn reports to the Joint Committee.

#### **4. Principles of Delegation**

- 4.1. The scheme of delegation has a number of principles that underpin the approach adopted so that the transfer of responsibility for a task or function from the Joint Committee, Board Meeting or Director of Operations does not change the overall accountability.
- The Joint Committee, Combined Governance Board LHOC's meeting and the Director of Operations remain accountable for all their functions, even those they have delegated. In order to be assured that the responsibilities that they have delegated are being discharged properly they require information about the exercise of those functions. Appropriate management oversight must be exercised to ensure there is sharing of delegated decisions.
  - In order to make sound decisions, the authority to take decisions must be supported by appropriate skills and knowledge. Those exercising delegated decision-making powers must be made aware of the decisions that have been delegated to them, the limits of their authority and have access to relevant advice if appropriate.
  - A record of delegated decisions will be kept and shared with the Joint Committee and the Combined Governance Board. The frequency of the information to be received will be determined by the Joint Committee and Board but should not be less than quarterly. Where a decision has been formally delegated to the Director of Operations by the Joint Committee or the Combined Governance Board, the decision to delegate will be recorded in the Committee or Board minutes. The decision and its outcome will then be contained in a separate section within the Director of Operations' Quarterly Report to the following

Combined Governance Board. An equivalent process will be developed for Foster Wales

- If the post holder for a delegated decision is absent the line manager will be expected to make the decision. Should the decision be urgent, and a matter delegated to the Director of Operations the Chair of the Combined Governance Board will be able to make the decision in consultation with the Board and, in the case of the absence of the Director of Operations, the relevant staff reporting to the Director of Operations.
- Where a delegated decision is viewed by the postholder as requiring further discussion due to the sensitivity of the issue they should consider approaching the Director of Operations for advice. In the case of the Director of Operations this would involve the Chair of the Joint Committee or the Combined Governance Board as appropriate.

## **5. Variation, ownership and review of the scheme**

- 5.1. The constitution of the Joint Committee includes authority to delegate a function to an officer (Schedule 1, paragraph 25). Variations to the Scheme of delegation will be approved by the Joint Committee and any deviation from it must be approved by the Joint Committee, with such deviations being reported to the next meeting.
- 5.2. For administrative purposes, the Director of Operations, on behalf of the Joint Committee, is the manager of the Scheme of Delegation and will keep the scheme under review in consultation with the Joint Committee Monitoring Officer who will be required to comment on the proposals. Any suggested amendments will be subject to consultation with the Combined Governance Board. Any proposed changes will be submitted to the Joint Committee unless authority to amend the scheme is delegated to the Combined Governance Board. If delegation occurs any changes to the Scheme of Delegation will be reported to the next Joint Committee.
- 5.3. However, the Scheme will be updated as often as is necessary to ensure it remains current, following review and consultation in accordance with paragraph 5.2.

## **Part Two**

### **The Joint Committee, the Combined Governance Board, Regional Collaboratives, Lead Heads of Children's Services meeting and Director of Operations**

#### **a. The Joint Committee**

1. The Agreement for the Establishment of a Joint Committee for the National Adoption Service indicates Welsh Councils have agreed to establish and participate in a joint committee to facilitate the delivery of the Specified and Agreed Functions with a view to their economical, efficient and effective discharge.
2. The Joint Committee is specifically responsible for:
  - a. The overall scheme of delegation.
  - b. establishing and delivering the NAS and Foster Wales strategic aims and objectives consistent with its overall strategic direction and within the agreed Welsh Government policy.
  - c. strategic direction and decisions as submitted by the Combined Governance Board and LHOC's meeting.
  - d. ensuring that the responsible minister is kept informed of any changes which are likely to impact on NAS strategic direction or the delivery of the

obligations set out in the Adoption and Children Act 2002 (Joint Adoption Arrangements) (Wales) Directions 2015.

**b. The Combined Governance Board**

3. The terms of reference of the Combined Governance Board (the Board) indicates the overall role is to provide strategic direction and decisions for submission to the Joint Committee to facilitate the delivery and improvement of adoption services on Wales through the National Adoption Service (NAS) arrangements.
4. The Board also holds the Regional Collaboratives and the Director of Operations and central team accountable for delivery and performance of their services within the NAS arrangements.
5. The Board is responsible for ensuring the Director of Operations has adequate resources to discharge the Specified Functions and deliver an effective NAS. In coming to a decision whether to recommend this to the Joint committee the Board will rely on the advice of the Director of Operations.

**c. Regional Collaboratives**

6. The Regional Collaboratives must provide an annual report to the Director of Operations by 31st May covering
  - a. The performance of the regional collaborative against the performance measures in the National Performance Management Framework
  - b. An analysis of the implementation of the annual work programme and plans to address any under-performance
  - c. Plans to develop the adoption service within the region in accordance with the national business priorities
  - d. Information regarding the resolution of complaints and determination of disputes at local and regional level and any impact on the provision of adoption services
7. The Scheme of Delegation recognises that the Director of Operations will need to act on behalf of the Combined Governance Board and the Joint Committee when working with the Regional Collaboratives.
8. The Scheme of Delegation recognises that the Director of Operations is not only a member of the Combined Governance Board but is also the principal professional advisor on delivery and improvement of adoption services in Wales through the National Adoption Service arrangements. This will include providing advice to the Joint Committee and Combined Governance Board on the Regional Collaborative arrangements including reporting on the position to the Board based on the reports that Regional Collaboratives must provide to the Director of Operations by 31<sup>st</sup> May of each year

**d. The Director of Operations**

7. The scheme of delegation will operate to enable the Director of Operations to carry out the following Specified and Agreed Functions:
  - a. Providing leadership to set the direction for NAS including strategic planning by agreeing priorities, targets and resourcing following engagement with partners and stakeholders as well as support to operational planning.
  - b. Reviewing progress including analysis of performance data and service information from the regions and VAA's.
  - c. Providing annual and mid-year reports each year for agreement by the Combined Governance Board, Joint Committee, and submission to

Welsh Ministers as well as to WLGA and ADSS-C where required;  
and

- d. Providing specific functions nationally to support and enable NAS operations including those outlined in the table below.

**MATTERS DELEGATED BY THE JOINT COMMITTEE TO THE DIRECTOR OF OPERATIONS. (The delivery of these delegated functions will be overseen on a day-to-day basis by the Combined Governance Board for NAS and the Lead Heads of Services meeting for Foster Wales)**

**Strategic Direction and Business Planning**

The Director of Operations is responsible for:

- Overseeing the development of the annual programme of work and budget for the National Adoption Service (incl. Foster Wales). This will include a medium term (3 year) financial plan accompanied by the assumptions on which longer term planning is based
- A half year and full year progress report for the Welsh Ministers and the Welsh Government with required oversight of the Combined Governance Board and the Joint Committee.

**Financial Management, Commissioning, Propriety and Value for Money**

The Director of Operations is responsible for:

- Ensuring the NAS stays within its overall budget
- Ensuring the NAS operates within the financial regulations of the Host Council
- Signing agreements or other documents on behalf of the Joint Committee and/or the Combined Governance Board
- Securing appropriate resourcing through new/additional finance or reprofiling of existing as well as managing the central team allocation, grants and investment
- Ensuring the NAS complies with any requirements to publish information as required by legislation and the Welsh Government
- Approving the level of delegation for non-pay expenditure within the overall delegation scheme as approved by the Joint Committee and/or the Combined Governance Board
- Approving those posts as having the responsibility of Budget Holder
- Authorising contracts up to £1m, and in excess of £1m in conjunction with the Combined Governance Board
- Taking overall responsibility for the control of the NAS's fixed assets
- Ensures the Host Council's agreed systems of control are applied within the NAS to protect against fraud and losses including data losses
- Strategic Commissioning as necessary for the discharge of functions
- Ensuring all staff are aware that the NAS operates within the Host Council's:
  - Financial Regulations and procedures.
  - Contract Standing Orders and any Procurement guidelines issued by the Host; and
  - Human Resources guidance and procedures

**Risk Management and Assurance**

The Director of Operations is responsible for:

- Ensuring the risks to the Annual Plan are identified, assessed, managed and escalated where necessary in accordance with the Host Council's risk management policy
- Monitoring, controlling and assuring the Joint Committee and Combined Governance Board of the business and regulatory risks for which they are responsible

#### **Information and Information Governance**

The Director of Operations is responsible for:

- Understanding and addressing the risks to the information assets under their control or delegated to them by the Joint Committee and/or Combined Governance Board
- Providing assurance to the Host Council's SIRO on the security and use of information assets
- Ensuring data is managed in accordance with the requirements of the Data Protection Act 1998
- Approving the release of information about the provision of National Adoption Services
- Establishing and maintaining a website for the National Adoption Service for Wales
- Promotion of adoption, including PR and marketing and the provision of the 'face and voice' of adoption in Wales
- Management of the Adoption Register for Wales (under contract from the Welsh Government)
- Maintaining arrangements for service user engagement across Wales

#### **Dispute Resolution**

The Director of Operations is responsible for:

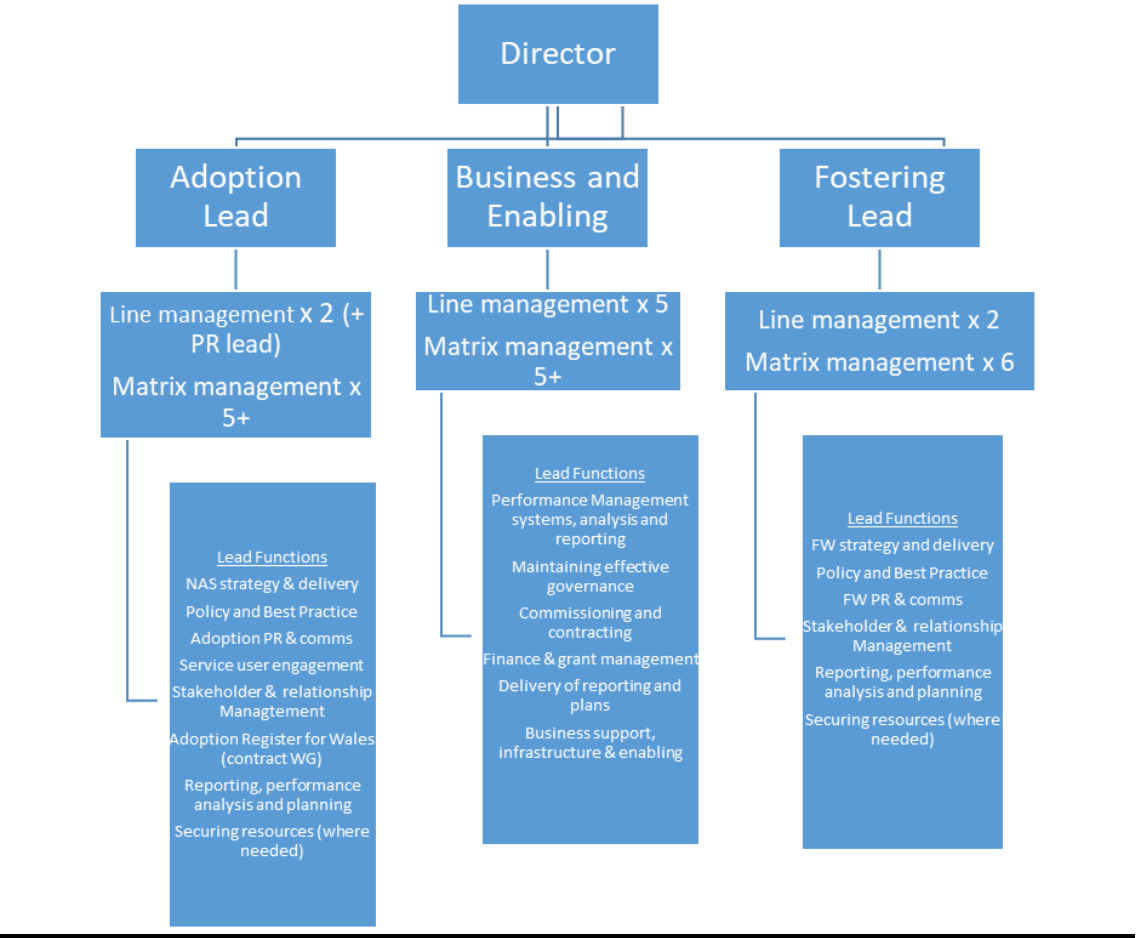
- Producing and implementing a plan to resolve any dispute that arises in relation to any aspect of the Agreement for the Establishment of a Joint Committee for the National Adoption Service

#### **Regional Arrangements and Regional Collaboratives**

- Advising the Joint Committee and/or the Combined Governance Board on the working arrangements for the Regional Collaboratives
- Leadership, matrix management oversight, advice and support to regions and VAA's
- Maintaining arrangements for national governance and allied sub/task & finish groups to engage stakeholders in carrying out the actions/work agreed by the Combined Governance Board



Central team – leadership and enabling



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# Agenda Item 10

Executive Committee and Council only

Date signed off by the Monitoring Officer: N/A

Date signed off by the Section 151 Officer: N/A

Committee: **Partnerships Scrutiny Committee**  
Date of meeting: **14<sup>th</sup> October 2022**  
Report Subject: **Consultation on the Draft Well-being Plan for Gwent**  
Portfolio Holder: **Councillor Steve Thomas, Leader of the Council**  
Report Submitted by: **David Arnold, Partnerships Lead**

Reporting Pathway								
Directorate Management Team	Corporate Leadership Team	Portfolio Holder / Chair	Audit Committee	Democratic Services Committee	Scrutiny Committee	Executive Committee	Council	Other (please state)
01/10/22		05.10.22			14/10/22			BG Local Well-being Partnership 24/10/22

## 1. Purpose of the Report

- 1.1 The purpose of this report is to present the draft regional Well-Being Plan for Gwent for comment, as part of the statutory consultation process. The draft Gwent Well-being Plan is attached at Appendix 1 and the consultation documents can be accessed via the following link: [Help us shape the Well-being Plan for Gwent | Get Involved Torfaen](#)

## 2. Scope and Background

- 2.1 The 5 PSBs in Gwent dissolved in September 2021, in favour of merging to form a regional Gwent PSB. This followed an Audit Wales report into the effectiveness of PSBs, which recommended (amongst other things) that PSBs develop flexible models of working such as merging. Prior to the merger, the five separate PSBs in Gwent had already collaborated on a number of regional projects, for example, the provision of electric vehicle charging points and a review of public sector building assets. Merging provides a more simplified and streamlined model and closer alignment with other existing regional boards, such as the Regional Partnership Board and Safeguarding Board.
- 2.2 Although the separate Gwent PSBs dissolved as part of the creation of a Gwent PSB, the current Well-being Plans for each Local Authority area still run until May 2023. Local Delivery Groups of the Gwent PSB now exist within each local authority area in Gwent to ensure the continued delivery of the existing Well-Being Plans, and contribute to the well-being objectives for Gwent. Blaenau Gwent's Local Delivery Group is known as the BG Local Well-being Partnership.
- 2.3 The Gwent PSB brings public bodies together to work to improve the economic, social, environmental and cultural well-being of Gwent. They are responsible, under the Wellbeing of Future Generations (Wales) Act 2015, for overseeing the development and delivery of a new regional Gwent Well-

being Plan 2023-28, which is a long term vision for the well-being of the area.

2.4 Gwent PSB has eight statutory member organisations responsible for carrying out their well-being duties under the Act:

- Aneurin Bevan University Health Board
- Blaenau Gwent County Borough Council
- Caerphilly County Borough Council
- Monmouthshire County Council
- Newport City Council
- Torfaen County Borough Council
- Natural Resources Wales
- South Wales Fire and Rescue Service

and must invite other public bodies to be part of the board to support them. The PSB can also invite other bodies who share their aims and who can help deliver the Well-being Plan. The other members of the Gwent PSB are:

- Gwent Association of Voluntary Organisations (GAVO)
- Gwent Police
- National Probation Service
- Police and Crime Commissioner for Gwent
- Public Health Wales
- Tai Calon Community Housing
- Torfaen Voluntary Alliance (TVA)
- University of South Wales
- Welsh Ministers

2.5 Further information on Gwent PSB's purpose, aim, role and responsibilities can be found in the [Terms of Reference](#).

2.6 The Well-being of Future Generations Act places a duty on all Public Services Boards (PSBs) in Wales to produce a local Assessment of Well-being every five years. The plan is required to set out how the PSB intends to improve the economic, social, environmental and cultural well-being of its area.

2.7 A Well-being Assessment (considered by the PSB Scrutiny Committee in January 2022) must be used to inform the Well-being Plan for the area. Using the information in the Gwent [Well-being Assessment](#) 2022 and the three response analyses completed on the three themes identified by the PSB, a draft Well-being Plan has been produced.

2.8 There are five main elements of a Well-being plan:

- the objectives;
- why these were chosen;
- the steps the PSB proposes to take to meet the objectives;
- How the five ways of working have been applied; and

- Contribution to the seven well-being goals.
- 2.9 The Partnerships Scrutiny Committee is a statutory consultee of the draft regional Well-being Plan for Gwent which has been prepared under the Well-being of Future Generations (Wales) Act 2015.
3. Options for Recommendation
- 3.1 **Option One**  
The Partnerships Scrutiny Committee
- I. Considers the draft Gwent Well-being Plan and;
  - II. Endorses the draft Plan as a statutory consultee
- 3.2 **Option Two**  
The Partnerships scrutiny Committee
- I. Considers the draft Gwent Well-being Plan;
  - II. Provides additional comments as part of the consultation; and
  - III. Recommends comments to the Gwent PSB for consideration as their response as a statutory consultee
4. **Evidence of how does this topic supports the achievement of the Corporate Plan / Statutory Responsibilities / Blaenau Gwent Well-being Plan**  
The final Gwent Well-being Plan will apply to all LA areas across Gwent, including Blaenau Gwent, with opportunities for the Gwent PSB Local Delivery Groups to deliver against local priorities through their own local actions plans going forward.
5. **Implications Against Each Option**
- 5.1 ***Impact on Budget (short and long term impact)***  
There are no direct financial implications relating to the statutory Consultation process. The engagement programme is funded from regional PSB funding from Welsh Government.
- 5.2 ***Risk including Mitigating Actions***  
Failure to carry out a statutory consultation on the draft local well-being plan would lead to the PSB not complying with the collective duties set out in the well-being of Future Generations (Wales) Act 2015.
- 5.3 ***Legal***  
Failure to carry out a statutory consultation on the draft local well-being plan would lead to the PSB not complying with the collective duties set out in the well-being of Future Generations (Wales) Act 2015.
- 5.4 ***Human Resources***  
The Policy and Performance Division supports the work of the PSB and BG Local Well-being Partnership and leads on supporting them on delivering their collective duties under the Act. The draft plan has been developed

collaboratively with representatives from Gwent LAs and PSB partners. Regional collaborative work on drafting the plan was carried out via GSWAG.

## 6. **Supporting Evidence**

### 6.1 ***Performance Information and Data***

The draft Gwent Well-being Plan for consultation (attached at appendix 1) contains the following three draft objectives (as well as proposed steps to achieve these objectives) based on evidence from the Gwent Well-being Assessment:

- We want to create a fair and equitable Gwent for all.
- We want to create a Gwent that has friendly, safe and confident communities.
- We want to create a Gwent where the natural environment is protected and enhanced.

The draft plan also includes an explanation of the Marmot principles for a Fair Society, Healthy Lives and how these link to the draft objectives. The Gwent PSB agreed to work towards becoming 'Marmot Region' in March 2022.

Further information, such as how the five ways of working have been used in developing the objectives and steps, and how success will be measured, will be developed during the consultation period and once the objectives and steps have been finalised.

### 6.2 ***Expected outcome for the public***

It is expected that the consultation will help to refine the Well-being Plan, providing further insights into what our communities and partner organisations feel is important to improving well-being.

### 6.3 ***Involvement (consultation, engagement, participation)***

The Partnerships Scrutiny Committee is a statutory consultee of the draft regional Well-being Plan for Gwent which has been prepared under the Well-being of Future Generations (Wales) Act 2015.

The legislation sets out a 12 week statutory consultation period for draft Wellbeing Plans. This runs from 1st October – 31st December 2022.

The officer Engagement sub-Group of GSWAG has prepared a number of consultation methods including: Production of an easy read version of the draft Well-being Plan Stakeholder events – being organised as part of the Marmot work with IHE Community events – using existing events to connect with people Meetings with groups representing and supporting people from protected characteristics Online surveys.

### 6.4 ***Thinking for the Long term (forward planning)***

The draft Well-being Plan takes consideration of the data and future trend information including the Gwent well-being assessment and public

engagement on what people consider would make the area a better place for the future and have most positive impact on their well-being.

**6.5 Preventative focus**

The draft Plan focuses on Prevention as one of the five ways of working, and outlines a series of proposed steps for taking preventative action to help achieve the each of the 3 draft objectives.

**6.6 Collaboration / partnership working**

The draft Well-being Plan has been developed using a collaborative approach with involvement from the 5 LAs and a variety of partner organisations across Gwent.

**6.7 Integration(across service areas)**

The draft Well-being Plan follows an integrative approach that considers each of the five ways of working (including integration) and notes opportunities for integration between the draft well-being objectives and with the Marmot principles.

**6.8 EqIA**

Equality and Human Rights are specifically identified as key consideration in the statutory guidance Shared Purpose: Shared Future 3 - Collective role (public services boards). As a consequence, the process of developing the draft plan has taken into consideration the equality requirements through the development of the supporting Gwent Well-being Assessment and engagement programme.

**7. Monitoring Arrangements**

A Gwent PSB performance management framework currently being developed to set out how progress will be monitored and success will be measured against the Gwent Well-being Plan 2023-28.

**Background Documents /Electronic Links**

- *Appendix 1: Draft Well-being Plan for Gwent for Consultation*

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## Consultation Draft Well-being Plan for Gwent

Welcome to the consultation draft of the first Well-being Plan for Gwent. The Public Services Board, or often called the PSB, have used the information contained in the Well-being Assessment to look at how to improve well-being across the region. We are interested to know if you think the plans we have will help to make things better for you and your community. We'd also like to know if you have any other ideas about how we can work together for the benefit of Gwent.

Page 169 The plan will change and evolve over the next few weeks and months as we get more information and an even better understanding of what matters and how we can work together to make Gwent a better place to live, work and visit. That's why some of the detail around the proposed objectives and how we'll know if we're making a difference is missing.

We will be talking to people and gathering views until the 31<sup>st</sup> December so there's plenty of time for you to let us know your thoughts.

## Introduction

The Well-being of Future Generations (Wales) Act established Public Services Boards, more commonly known as PSBs, for each local authority area to work together to improve well-being in their area. PSBs are made up of senior leaders from the local authority, the health board, the fire and rescue service and Natural Resources Wales. A number of other organisations are also invited to join the PSB, such as the police service, the Police and Crime Commissioner and the voluntary sector.

In September 2021, the five individual PSBs for Blaenau Gwent, Caerphilly, Newport, Monmouthshire and Torfaen, merged to become the Gwent Public Services Board. Together the Gwent PSB developed and published the Well-being Assessment for Gwent earlier this year, which showed that inequality and deprivation in our communities and the need to take action on the climate and nature emergencies were having an impact on well-being. This draft Well-being Plan used the evidence from the assessment to inform what the PSB could do over the next five years to tackle the social, economic, environmental and cultural issues which can affect well-being in Gwent – this is the Well-being Plan. Since we started looking at what we could do to improve well-being in Gwent, the war in Ukraine and the cost of living crisis have made some people's lives even harder. As we continue to develop the plan, in consultation with the public and partners, we will look at how we can work together to ensure these issues are included in the final plan.

## A Well-being Plan

Must include:

**Local objectives** – the long term vision for where we want to get to. The plan needs to explain what we want to do, why we chose the objectives, using the findings of the Well-being Assessment, and how we think the objectives can improve well-being.

**Steps** – the short-term actions we're going to do to deliver the objectives.

**Timescale** – when we're going to do things by.

**The Sustainable Development Principle** – how we've used this in developing the steps.

The objectives, and steps to deliver them, once finalised, should be linked and support each other due to their cross cutting nature. All members of the PSB should be able to play their full part in achieving what we expect from the plan.

## Five Ways of Working

Just as when we were preparing the Well-being Assessment, we have used the five ways of working, collaboration, integration, involvement, long term and prevention, to guide our work. This means that while considering how to improve well-being in our communities now, we've also looked at how well-being could be affected in the future and how we can prevent issues becoming worse. We will need to work together to see what we're each doing in a community and how this affects what we do, individually and in partnership. Finally, but most importantly, we want our communities, professionals, businesses and others to identify the issues which are most important to them.



Figure 1: The 5 ways of working from the Well-being of Future Generations Act

This element of the plan will be developed as we work on the final plan, taking into account new information and ideas suggested during the consultation with communities and other stakeholders.

## Seven Well-being Goals

The actions in the Well-being Plan must contribute to the Well-being Goals for Wales. Together they show the Wales we'd like for the future and cover all aspects of well-being. While the Plan may not do as much for one goal as another, each of the goals are as important as each other.

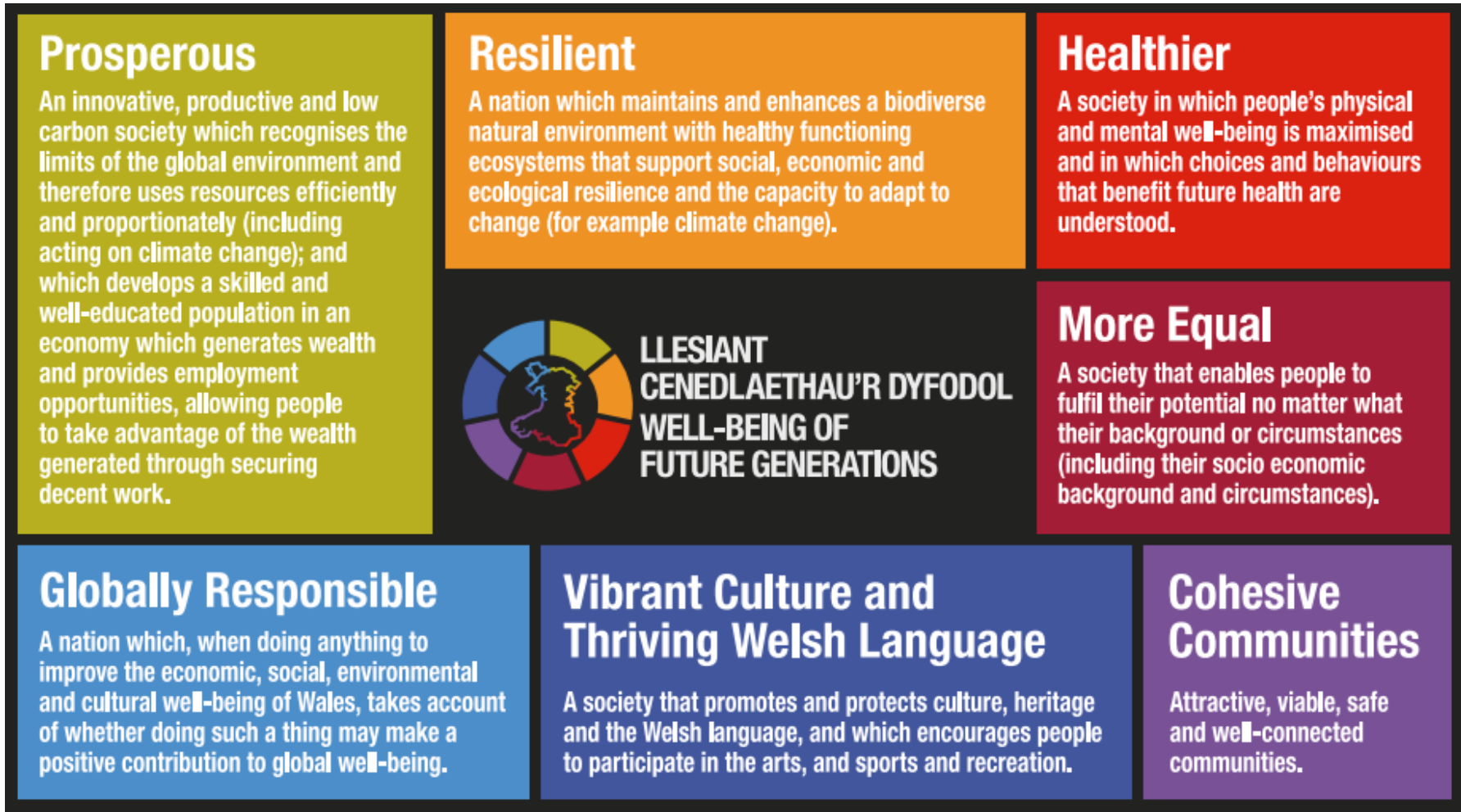


Figure 2: The 7 Well-being Goals from the Well-being of Future Generations Act

## The Marmot Principles

Recognising the inequality that exists in our communities, identified in the Well-being Assessment, the Gwent Public Service Board has agreed to become a 'Marmot' region with the intent to implement this approach to undertake evidence-based action to reduce inequalities in Gwent. This will re-focus and accelerate progress towards reducing the root causes of health and related inequalities across Gwent. As part of this, the PSB will use the eight Marmot Principles, alongside the Objectives and Steps, as part of the Well-being Plan.

### Eight Marmot Principles

1. Give every child the best start in life
2. Enable all children, young people, and adults to maximise their capabilities and have control over their lives
3. Create fair employment and good work for all
4. Ensure a healthy standard of living for all
5. Create and develop healthy and sustainable places and communities
6. Strengthen the role and impact of ill-health prevention
7. Tackle racism, discrimination, and their outcomes
8. Pursue environmental sustainability and health equity together

The Public Services Board will use the evidence base Marmot provides to inform the actions it needs to take, by working with the specialist, and vastly experienced support of Professor Marmot and the University College London Institute of Health Equity Team to further build on the evidence already gathered and develop its actions in response to the challenges faced across Gwent. This work will help to inform the development of the PSB's Well-being Plan.

## Draft Well-being Objectives

Using the evidence in the Well-being Assessment, the PSB has identified three draft objectives:

- We want to create a fair and equitable Gwent for all.
- We want to create a Gwent that has friendly, safe and confident communities
- We want to create a Gwent where the natural environment is protected and enhanced.

For each of these objectives, the tables below give more information about why they've been chosen, what steps we are considering taking to deliver them and how they contribute to each of the Well-being Goals. As explained earlier, these will be amended and refined during the consultation period as a result of more information and people's views.

The final Well-being Plan for Gwent will be published in May 2023.

<b>Objective 1 –</b> What do we want to achieve?		We want to create a fair and equitable Gwent for all.					
<b>The Evidence</b> Why did we choose this objective?	The latest Well-being Assessment shows that the inequalities that exists in our communities have the potential to impact on all aspects of well-being both at a personal and community level. There are also a range of challenges that could potentially widen these inequalities in the future and impact negatively on well-being. People who live in more deprived communities have fewer years of life that are free from ill health and are more likely to have shorter lives. Children from deprived households get poorer school results; limiting their opportunities and increasing the risk that poverty will be passed from one generation to the next. Some people in our communities are experiencing in-work poverty with the amount of spare money they have after paying their bills making it difficult to afford food, transport, energy and to be digitally connected – especially as costs increase. The assessment tells us that house ownership is already unaffordable for many low-income households, and as house prices rise more pressure is put on our social housing stock. Future Gwent will also need more housing stock that meets the needs of an aging population and changing family structures and is resilient to a changing climate.						
<b>The Steps</b> How will we achieve the objective?	<ol style="list-style-type: none"> <li>1. By reducing the gap in the number of years lived in good health between the most and least deprived communities in Gwent</li> <li>2. By ensuring that our communities feel empowered, healthy and safe.</li> <li>3. By creating equitable opportunities in education and by reducing the gaps in achievement.</li> <li>4. By reducing the impacts of child poverty.</li> <li>5. By improving low and no carbon transport links that enable access to employment, education, culture and leisure.</li> <li>6. By supporting the creation of meaningful employment and training opportunities that enable everyone to receive fair pay for the work they do.</li> <li>7. By working with housing providers and other stakeholders to ensure good quality, energy efficient and appropriate housing for all.</li> </ol>						
<b>Performance Management</b> How will we know that we are making progress?							
Links to the 5 Ways of Working	<b>Long Term</b>	<b>Integration</b>	<b>Involvement</b>	<b>Collaboration</b>	<b>Prevention</b>		
Links to the 7 Wellbeing Goals	<b>Prosperous</b>	<b>Resilient</b>	<b>Healthier</b>	<b>Equal</b>	<b>Cohesive</b>	<b>Culture &amp; Language</b>	<b>Global</b>

The Marmot Principles	<ul style="list-style-type: none"><li>• Give every child the best start in life.</li><li>• Enable all children, young people and adults to maximise their capabilities and have control of their lives.</li><li>• Create fair employment and good work for all.</li><li>• Create and develop healthy and sustainable places and communities</li><li>• Strengthen the role and impact of ill-health prevention</li></ul>
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<b>Objective 2</b> What do we want to achieve?		We want to create a Gwent that has friendly, safe and confident communities				
<b>The Evidence</b> Why did we choose this objective?	<p>The latest Well-being Assessment showed that our communities are strong with many people feeling connected to their neighbourhoods and proud of their surroundings. Covid-19 lockdown saw our communities come together to support the most vulnerable, their friends, family, neighbours. Despite that, many people still felt unsafe and isolated. The assessment shows how the legacy of austerity has already effected community cohesion, safety and empowerment over the past decade and introduced widening economic, health, well-being and other inequalities. The Covid-19 pandemic, the cost of living crisis, the effects of Brexit, the war in Ukraine, and the increasing impacts of climate change, make the lives, livelihoods, health, safety and wellbeing of the people of Gwent even more challenging.</p> <p>The people of Gwent are likely to experience real-terms reductions in income and living standards; inflationary pressures and disruption to supply chains of goods, services and food; and shocks to the general sustainability and resilience of the local economy for the foreseeable future. If left unaddressed, this will lead to reductions in health and well-being through increased deprivation, substance misuse, mental health problems, civil disorder and crime, and antisocial behaviour. Evidence is already showing this will impact the health and well-being of already disadvantaged people and communities the most, who will need additional focus and support.</p>					
<b>The Steps</b> How will we achieve the objective?	<ol style="list-style-type: none"> <li>1. By creating a safer Gwent by reducing anti-social behaviour, preventing crime as much as possible, improving road safety and enhancing our green spaces.</li> <li>2. By ensuring that Gwent is a welcoming, diverse and thriving place to live and visit by being inclusive and creating cultural opportunities for all.</li> <li>3. By creating volunteering opportunities across the region which will empower residents to have control over their own communities.</li> <li>4. By creating access to good quality, healthy and affordable food with secure supply chains and opportunities for local growth.</li> <li>5. By reducing digital exclusion and embracing digital innovation.</li> <li>6. By enabling access to valuable work for everyone by enhancing skills and education opportunities and taking advantage of emerging sectors.</li> </ol>					
<b>Performance Management</b> How will we know that we are making progress?						
Links to the 5 Ways of Working		<b>Long Term</b>	<b>Integration</b>	<b>Involvement</b>	<b>Collaboration</b>	<b>Prevention</b>

Links to the 7 Wellbeing Goals	Prosperous	Resilient	Healthier	Equal	Cohesive	Culture & Language	Global
The Marmot Principles							
	<ul style="list-style-type: none"> <li>• Ensure a healthy standard of living for all.</li> <li>• Strengthen the role and impact of ill health prevention.</li> <li>• Tackle racism, discrimination and their outcomes.</li> </ul>						

Objective 3 What do we want to achieve?		We want to create a Gwent where the natural environment is protected and enhanced.					
<b>The Evidence</b> Why did we choose this?	The latest Well-being Assessment showed that although Gwent is abundant in natural resources they are not all in a good condition and we know that many of our plants and animals are in decline. This decline is, in turn, making it more difficult to deal with challenges such as climate change, poverty and inequality. The 'green economy' could provide jobs in the industries of the future such as renewables, energy efficiency and decarbonisation and supporting good health. Many of the unsustainable approaches that are putting pressure on our natural resources are also causing the climate to change. We need Gwent's natural resources to be resilient to the impacts of a changing climate including more extreme weather events. There will also be challenges associated with transitioning to a low carbon future, and we will need to consider the whole energy system – heat, power and transport. Whilst projections of milder winters associated with a changing climate may help to reduce fuel poverty, we know that much of our housing stock has poor thermal efficiency and will be challenging to retrofit.						
<b>The Steps</b> How will we achieve it?	<ol style="list-style-type: none"> <li>1. By reducing the environmental impact of production and consumption.</li> <li>2. By declaring a nature emergency in Gwent.</li> <li>3. By responding to the climate emergency and protecting and preparing communities for the risk associated with climate change.</li> <li>4. By exploring and promoting community energy projects.</li> <li>5. By transforming food, transport and energy in Gwent.</li> <li>6. By recognising biodiversity as an asset, addressing the root causes of biodiversity loss and better managing the pressures on natural environments.</li> </ol>						
<b>Performance Management</b> How will we know that we are making progress?							
How does this link to the 5 ways of working?	Long Term	Integration		Involvement	Collaboration		Prevention
How does this link to the 7 wellbeing goals?	Prosperous	Resilient	Healthier	Equal	Cohesive	Culture & Language	Global
The Marmot Principles	<ul style="list-style-type: none"> <li>Create and develop healthy and sustainable places and communities.</li> <li>Pursue environmental sustainability and health equity together.</li> </ul>						

## Other Initiatives

In each of the local authority areas which make up the Gwent region, Local Delivery Groups (LDGs) have been set up to deliver the PSB's objectives at the local level. Their membership is similar to that of the PSB, with additional local representation. The PSB will want to take action collectively and in partnership across the whole Gwent region whenever possible. But activity to deliver the objectives may look different in different areas and the LDGs will be able to better connect with and draw on local expertise and groups to provide a local flavour. In time these groups may want to deliver their own action plans creating a link between local and regional priorities and action.

Across the Gwent region, and beyond, there are a number of other partnerships and initiatives which will make a difference to people: the Regional Partnership Board is developing work to improve services for carers, older people and others; the Cardiff Capital Region, through the City Deal is working to improve prosperity in the region. Rather than repeat what these groups are doing, the Gwent PSB will look to work with them to deliver its objectives for Gwent.