

# **NORTH EAST WALES SENSORY SUPPORT SERVICE**

**DATED**

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**PARTNERSHIP AGREEMENT**

between

**DENBIGHSHIRE COUNTY COUNCIL**

**WREXHAM COUNTY BOROUGH COUNCIL**

**FLINTSHIRE COUNTY COUNCIL**

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**THIS AGREEMENT** is dated                      day                      2013.

## **PARTIES**

- (1) DENBIGHSHIRE COUNTY COUNCIL of COUNTY HALL, WYNNSTAY ROAD, RUTHIN, DENBIGHSHIRE, LL15 1YN (**DCC**).
- (2) WREXHAM COUNTY BOROUGH COUNCIL of THE GUILDHALL, WREXHAM LL11 1AY (**WCBC**).
- (3) FLINTSHIRE COUNTY COUNCIL of COUNTY HALL, MOLD, FLINTSHIRE, CH7 6NB (**FCC**).

## **BACKGROUND**

- (A) All three partners to this Agreement currently have centrally based sensory advice teams. There is a degree of variety in the provision provided by the three authorities with WCBC and FCC providing specialist Resource bases. The Full Business Case is annexed to this Agreement at Schedule 8 and in summary proposes that a collaborative sensory service model will provide greater strategic and qualitative benefits.
- (B) The aims of the arrangement under the terms of this Partnership Agreement are:
  - To share and co-ordinate information and intelligence and plan together in service areas of common interest.
  - To develop and maintain sustainable provision on a sub-regional basis to meet current and future needs by creating greater flexibility and expertise within the specialist teaching team and to improve the utilisation of resources.
  - To achieve better value for money for all Authorities.
- (C) This agreement is made under the powers conferred below and all other enabling powers now vested in the Parties:

s.9 Local Government (Wales) Measure 2009 in respect of collaboration.

S 2. Local Government Act contains powers to do anything which it considers is likely to achieve any one or more of the following benefits: the promotion or improvement of the economic, social or environmental well being of the area.

S.101 Local Government Act 1972 a local authority may arrange for the discharge of their functions by another local authority.

S.113 Local Government Act 1972 provides that one local authority may place its staff at the disposal of another.

S.111 Local Government Act 1972 provides for a local authority shall have the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.

S.19 Local Government Act 2000 provides for a delegation of executive functions to another local authority.

Local Authority Goods and Services Act 1970 contains the power to enter into an agreement for all or any of the following purposes, namely a supply by the local authority of goods and materials, administrative, professional or technical services, use of vehicles, plant or apparatus or works of maintenance in connection with land or buildings.

- (D) The Partners are committed to better integration of their statutory obligations and discretionary powers and therefore wish to enter into the arrangements under this Agreement.
- (E) This Agreement provides the framework within which the Partners will work together to achieve the Aims and Objectives.

## AGREED TERMS

### 1. DEFINITION AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Aims, Principles and Objectives:** the objectives of the Partners as described in Schedule 1.

**Agreement:** Means this Agreement and attached Schedules

**Annual Work Programme:** has the meaning set out in clause 7.

**Assets:** any tangible assets or property acquired to be used in the administration of the Agreement or delivery of the Sensory Service by any of the Partners

**Authority Premises:** any premises acquired, leased, licenced, loaned or purchased as required by the Host Authority or other Partner for the administration of the Agreement.

**Partner's Authorised Officers:** means those officers delegated to assist with the Sensory Service's work, liaise and report to the Management Board and assist the Host Authority to administrate the Sensory Service.

**Change in Law:** any primary or secondary legislation that constitutes a change in Law that impacts on this Agreement, which comes into force after the Commencement Date.

**Commencement Date:** being the 1<sup>st</sup> day of September 2013.

**Commissioning:** commissioning is a set of activities by which local authorities and partners ensure that services are planned and organised to best meet the social care outcomes required by their citizens. It involves understanding the population need, best practice and local resources and using them to plan, implement and review changes in services. It requires a whole system perspective and applies to services provided by local authorities, as well as public, private and third sector services.

**Data Protection Legislation:** This includes:

- (a) the Data Protection Act 1998 (**DPA 1998**);
- (b) Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (c) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector;
- (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2003/2426*); and
- (e) all applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable.

**Dispute Resolution Procedure:** the procedure set out in clause 30.

**Financial Contributions:** the total financial contributions of the Partners as set out in Schedule 3 being the contribution for the administration of the Sensory Service

**Financial Year:** 1st April to 31st March.

**First Financial Year:** 1<sup>st</sup> September 2013 to 31<sup>st</sup> March 2014.

**FOIA:** the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation.

**Full Business Case** means the Partners' agreed business case for the implementation of the Sensory Service as attached at Schedule 8.

**Management Board** means the Board made up of representatives of the Local Authorities to manage the Sensory Service during the period of the Agreement

**MSI** means Multiple Sensory Impairment

**Host Authority:** being the authority that will be the central administrative authority that provides premises, employs staff and resources for the operation of the Sensory Service being Flintshire County Council (premises and resources shall also be provided by DCC or WCBC on an ad-hoc or hot desk basis and this shall be interpreted to include provision for the storage of equipment or resources e.g. embossers, pupil records, working space to enable staff to assemble or put together resources)

**In Scope Services: means high cost, low volume visual and hearing impairment support service.**

**Information:** has the meaning given under section 84 of FOIA.

**Information Sharing Protocol:** the protocol describing how the Partners will share Information contained in Schedule 7.

**Initial Term:** the period commencing on the Commencement Date and ending on the **third** anniversary of the Commencement Date with a review on or before the **third** anniversary.

**Law:** any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body.

**Local Authorities** means the 3 local authorities listed on page 1 of this agreement

**Monitoring** – the process for assessing the effectiveness of services purchased.

**Partners:** means the 3 local authorities. who are parties to this Agreement.

**Partnership Arrangements:** the arrangements made between the Partners under this Agreement relating to the resourcing, administration, development, implementation, delivery and on-going maintenance of the Sensory Service.

**Personal Data:** shall have the same meaning as set out in the DPA 1998.

**Performance Management Framework** – means the framework structure set out in Schedule 5 subject to amendment agreed by the Management Board

**Quarter:** the following periods in each Financial Year:

- (a) 1 April to 30 June;
- (b) 1 July to 30 September;
- (c) 1 October to 31 December; and
- (d) 1 January to 31 March.

**Regulatory Body:** those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules,

regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Authority.

**Relevant Transfer:** a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

**Management Board Representative:** means an officer from each Partner Authority delegated to sit on the Management Board

**Request for Information:** a request for Information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations 2004 (*SI 2004/3391*) (**EIR**).

**Sensory Service:** a single team providing high cost low volume visual and hearing impairment support Services for children and young people aged 0 - 19.

**Service Provider:** a third-party provider of any of the Services.

**Services:** The In-Scope Services that may be required as varied or extended by agreement between the Partners.

**Service User:** individuals who are eligible to receive the Services.

**Support Services:** means the payroll, finance, HR, legal, ICT and other support services provided to the North East Wales Sensory Support Service.

**Term:** the period of the Initial Term is three years and the intention of the partners is that the arrangements shall be agreed in three year blocks but may be varied by:

- (a) any extensions to this Agreement that are agreed under clause 3; or
- (b) the earlier termination of this Agreement in accordance with clause 31.

**Termination Date:** the date of expiry or termination of this Agreement.

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

**Waspi:** means the Wales Accord on the Sharing of Personal Information.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or



re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.7 A reference to **writing** or **written** includes faxes and e-mail and including electronic transmission of information.
- 1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.10 References to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

## **2. COMMENCEMENT AND DURATION**

This Agreement shall take effect on the Commencement Date and shall continue for the Term to be reviewed before the expiry of the third anniversary of the Commencement date.

## **3. EXTENDING THE INITIAL TERM**

The Partners may extend this Agreement in 3 yearly increments and on varied terms as they agree subject to approval of the individual Partner's internal approval processes.

## **4. PARTNERSHIP ARRANGEMENTS**

- 4.1 The Partners enter into these Partnership Arrangements under the powers stated in the background section of this agreement to provide integrated sensory services in an educational, residential, domestic or other appropriate setting to better meet the needs of the Service Users than if the Partners were operating independently.
- 4.2 The specific Aims, Principles and Objectives of the Partnership Arrangements are described in Schedule 1.
- 4.3 The Partnership Arrangements shall comprise:
  - (a) the delegations by DCC and WCBC to FCC;
  - (b) the establishment of Financial Contributions

- 4.4 Each Partner will contribute financially to the staffing and running costs of the Sensory Service as described in Schedule 3. The core staffing costs to be shared and each Partner will pay a fixed sum each for the delivery of a Sensory Service framework. A reconciliation of the savings to take place annually. The Partners agree that their Financial Contributions may increase or decrease in each year of the Agreement and will make provision accordingly in accordance with the Financial arrangements set out in Schedule 3.
- 4.5 The Host Authority shall appoint staff of suitable expertise and qualification who shall be responsible for the Services to be provided.
- 4.6 The Partners are satisfied that the Partnership Arrangements fulfil the Aims and Objectives set out in its Full Business Case.
- 4.7 On entering into this Agreement, the Partners shall notify any relevant statutory authority of the arrangements to be made with regard to the activities including any notification to the Welsh Government of this arrangement in the prescribed form.
- 4.8 Nothing in this Agreement shall prejudice or affect:
- (a) the rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity;

## **5. DELEGATION OF FUNCTIONS**

- 5.1 For the purposes of the implementation of the Partnership Arrangements, the Partners hereby delegate the exercise of any relevant functions to the Sensory Service and hereby appoint Flintshire County Council to act as the Host Authority in accordance with Schedule 2.2
- 5.2 Additional services (including but not limited to MSI) may be brought within the scope of this Agreement during the Term by direction of the Management Board and subject to a full business case agreed by all Partners; and providing such additional services are within the lawful scope of the Partner's powers.

## **6. SERVICES**

FCC is the Host Authority for the Partnership Arrangements, and agrees to provide Assets and procure staff and resources derived from the Financial Contributions of the Partners to carry out the functions of the Sensory Service. The Sensory Service shall provide the Services and will be accountable to the Management Board for the following:

- (a) to ensure the proper discharge of the delegated functions and provision of In-Scope Services ;
- (b) to act with reasonable skill and care, and in accordance with best practice;

- (c) to act in accordance with the Aims, Principles and Objectives, of this Agreement, and any applicable policies agreed by the Partners
- (d) to act in accordance with any agreed standing orders or other rules on contracting that may be agreed and adopted by the Partners and
- (e) to act in accordance with all applicable Laws and Regulations.

## **7. ANNUAL WORK PROGRAMME**

- 7.1 The Partners via the Management Board shall prepare and agree an Annual Work Programme on the basis outlined in the Full Business Case for all of the Services at least four weeks before the start of the Financial Year. The Annual Work Programme shall:
- (a) set out the agreed Aims, Principles and Objectives for the specific Services;
  - (b) describe any changes or development required for the specific Services;
  - (c) provide information on how changes in funding or resources may impact the specific Services; and
  - (d) include details of the estimated contributions due from each Partner for each Service and its required Financial Contribution .
- 7.2 The Annual Work Programme shall commence at the commencement of the project and will be reviewed annually.
- 7.3 The Annual Work Programme may be varied by written agreement between the Partners at any time. If the Management Board cannot agree the contents of the Annual Work Programme in accordance with the Board's agreed Terms of Reference, the matter shall then be dealt with in accordance with clause 30. Pending the outcome of any dispute resolution process or termination of the Agreement under clause 30, the Partners shall continue to perform the agreed Services and make available any sums required for the operation of the Agreement.

## **8. PERFORMANCE MANAGEMENT**

The Partners shall adhere to the Performance Management Framework set out in Schedule 5 or as amended by the Management Board

## **9. FINANCIAL CONTRIBUTIONS**

- 9.1 The Partners shall pay their Financial Contribution to the Host Authority in order to carry out the functions of the Service. Payment of the Financial Contribution will be made in advance of the Financial Year. The Partner's Financial Contributions for the First Financial Year are set out in Schedule 3. The Partners shall agree all Partner's Financial Contributions for the following Financial Year by 28<sup>th</sup> February.

9.2 The value added tax (VAT) regime applicable to the Partners may apply. In the event that it does apply, the Partners shall comply with applicable HM Revenue & Customs guidance on the recovery of VAT.

9.3 The Partners will adhere to the Financial Protocols as described in Schedule 3.

## **10. OVERSPENDS AND UNDERSPENDS**

The Partners agree that the Service shall retain any underspends to re-invest into the Service

The Partners agree that any overspends shall be shared equally having previously been approved by the Management Board.

## **11. CAPITAL EXPENDITURE**

The Financial Contributions shall be directed exclusively to revenue expenditure. Any arrangements for the sharing of capital expenditure shall be made separately and in accordance with the provisions of any agreement made between the Partners subject to any statutory requirements or obligations.

## **12. PREMISES**

The Host Authority shall provide the Sensory Service with accommodation and facilities in the Host Authority's Premises as the Central Base for the Term as specified in Schedule 3 or as otherwise agreed by the parties from time to time. The Partners acknowledge that the staff are a mobile workforce and in order to obtain efficiencies in travel, time and accessibility to educational or any other relevant settings, a flexible approach to enable staff to work from local bases is essential as specified in Schedule 3.

## **13. ASSETS**

13.1 All Parties shall make Assets available to the Sensory Service; any such Assets only to be used by the Host's employees in the discharge of the Sensory Services.

## **14. STAFFING (TUPE, SECONDMENT )**

The parties will agree any provisions relating to the following:

14.1 Not later than 6 months prior to the end of the Agreement or if earlier within 28 days of notice being given of termination of the Agreement, the Host Authority

employing staff working for the Sensory Service whose employment may fall under the provisions of TUPE shall fully and accurately record all Information that any successor organisation or Partner may reasonably request including the following:

- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Agreement Period, save for any operation of Law;
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlements of the Staff referred to in Clause 14.1(a);
- (c) the terms and conditions of employment/engagement of the Staff referred to in Clause 14.1(a) their job titles and qualifications;
- (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened;
- (e) a list of agency workers, agents and independent contractors engaged by the Host Authority;
- (f) details of any employees who may be regarded as a key employee in the context of the maintenance of the Services; and
- (g) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

14.2 The successor organisation or Partner may use the Information it receives from the Host Authority pursuant to Clause 14.1 for the purposes of TUPE and/or any re-tendering process in order to ensure an effective handover of all work in progress at the end of the Agreement Period. The Host Authority shall provide the successor organisation or Partner with such assistance as it shall reasonably request and shall allow the the successor organisation or Partner to communicate and meet with the Staff and/or their representatives.

14.3 If the Host Authority becomes aware that any information it has provided pursuant to Clause 14.1 has become untrue, inaccurate or misleading, it shall notify the Successor authority or Partner immediately and provide the Successor authority or Partner with up to date Information as soon as reasonably practicable.

14.4 The Host Authority undertakes to the Successor authority or Partner that during the 12 months prior to the end of the Agreement Period or, if earlier, at time after notice has been served to terminate the Agreement and in respect of that part of the Services which will be ceased to be provided by the Host Authority at the Subsequent Transfer Date, the Host Authority shall not

without the prior consent of the Successor authority or Partner (such consent not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or Variation has previously been agreed between the Host Authority and the Staff in the normal course of business, and where any such amendment or Variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any of the Staff from or in the provision of the Services other than where such transfer or removal:

- (i) was planned as part of the individual's career development;
- (ii) takes place in the normal course of business; and
- (iii) will not have any adverse impact upon the delivery of the Services by the Host Authority, (provided that any such transfer, removal, reduction or Variation is not in any way related to the transfer of the Services);

(d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

(e) All Partners (including FCC) jointly indemnify the Host Authority against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages and demands arising out of or resulting from the employee's termination of employment by reason of redundancy arising from the date of the transfer under TUPE.

## Secondment

14.5 The Host Authority may agree to seconding certain employees to carry out the functions of the Sensory Service e.g. where a Key member of staff is needed for a temporary period or to offer his or her professional expertise that may not otherwise be readily available; or where the formal transfer to the Host Authority is delayed.

14.6 The Host Authority may agree to second employees to the Sensory Service on the following general conditions to be incorporated into a

formal secondment agreement to be drawn up between the Host Authority and the seconding Partner

- 14.7 During the Secondment, the seconding employees shall be located at the Host Authority's premises or such other premises as the Host Authority may notify the seconding employee. The seconding employee shall perform such duties as identified by the Host Authority and notified to the Host Authority prior to the secondment in order to carry out the Aims and Objectives established under the Agreement.
- 14.8 During the secondment the seconding employees will report to such supervising manager of the Sensory Service and Host Authority as is notified to them by the Host Authority. The day to day direction and supervision of the seconding employees and their conduct and actions shall be the exclusive responsibility of, and at the risk of, the Host Authority and all Partners.
- 14.9 The Host Authority will agree the Services of the seconding employees between such hours with the Partners.
- 14.10 The seconding employees will remain subject to the terms and conditions of employment of the seconding Partner with the exception of any arrangements agreed in writing between the Partners.
- 14.11 The Host Authority shall take no disciplinary action in respect of, nor purport to terminate the employment of any seconding employees without first notifying the seconding Partner and agreeing a course of action before proceeding.
- 14.12 It is agreed that the Host Authority shall be solely responsible for all income tax liability, National Insurance contributions or any other statutory charges in respect of any payment to the seconding employees for the provision of Services by the seconding employees to the Sensory Service under this Agreement.
- 14.11 The Host Authority will be entitled to use the Financial Contribution to pay for the full salary costs of the seconding employees in respect of the hours the seconding employees are working for the Host Authority and the Sensory Service.
- 14.12 Full salary costs will include overtime costs and the costs of benefits and the Host Authority's national insurance contributions and will include the costs related to annual leave, sick leave or any other type of leave ("Leave").
- 14.13 Any re-charges not covered in clause 14.14 will be authorised by the Management Board and the Host Authority should agree with the Management's Board nominated representative at the outset of the

secondment where invoices in respect of re-charges and other expenses should be addressed.

- 14.14 For the period of the secondment the seconding employees will report to the Supervising Manager at the Host Authority.
- 14.15 During the period of the secondment all matters of day-to-day human resources management will be managed in line with arrangements at place at the Host Authority and the Sensory Service. In the event of circumstances arising which could lead to more formal action, matters will be progressed in line with the seconding Authority's policies and procedures e.g. disciplinary, grievance and sickness absence matters. The Host Authority will be responsible for applying this formal action but the Partners and Management Board will provide all reasonable co-operation so that the Host Authority may progress its formal procedures.
- 14.16 The Host Authority shall not be liable for any act or omission on the part of the seconding employees during the secondment and shall incur no liability for loss, damage or injury of whatever nature sustained by the seconding employees during the secondment.
- 14.17 The Partners jointly indemnify the Host Authority against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages and demands arising out of or resulting from the employee's secondment.
- 14.18 The seconding Partner, the Host Authority and the employee may terminate an employee's secondment by giving not less than one month's notice in writing to the other (or such lesser notice as may be agreed between the Partners or alternatively, where any other necessary or lawful notice period (i.e. a terms notice is required, which ever is the greater)
- 14.19 The Host Authority may terminate the secondment of an employee at any time with immediate effect by notice in writing to the seconding Partner if in the reasonable opinion of the Host Authority, that employee is guilty of any serious misconduct or any other conduct which affects or is likely to affect prejudicially the interests of the Host Authority, Partners or the Sensory Service.
- 14.20 The termination of an individual secondment by any party will not bring about the termination of this Agreement.



## **15. MANAGEMENT BOARD GOVERNANCE**

- 15.1 The Partners shall each appoint a representative to sit on the Management Board in the proportions described in the Management Board Terms of Reference and shall be responsible for representing the Partner Authorities and liaising with any relevant bodies concerned with the Partnership Arrangements.
- 15.2 The Authorised Officers shall be responsible for assisting with the taking of decisions concerning the Partnership Arrangements.
- 15.3 The Partners shall each appoint officers to the Management Board. The terms of reference of the Management Board are set out in Schedule 4.

## **16. TERMLY REVIEW AND REPORTING**

- 16.1 The Management Board shall carry out a termly review of the Partnership Arrangements.
- 16.2 The Sensory Service Manager shall submit a termly report to the Management Board setting out:
- (a) the performance of the Partnership Arrangements against the Performance Management Framework ; and
  - (b) any forecast overspend or underspend of the Financial Contributions.

## **17. ANNUAL REVIEW**

- 17.1 The Partners agree to carry out a review of the Partnership Arrangements within two months of the end of each Financial Year (Annual Review), including:
- (a) the performance of the Partnership Arrangements against the Aims and Objectives;
  - (b) the performance of the individual Services against service levels and other targets specified and contained in the relevant contracts made with Service Providers;
  - (c) plans to address any underperformance in the Services;
  - (d) actual expenditure compared with agreed budgets, and reasons for and plans to address any actual or potential underspends or overspends;
  - (e) review of plans and performance levels for the following year; and
  - (f) plans to respond to any changes in policy or legislation applicable to the Services or the Partnership Arrangements.

- 17.2 The Partners shall prepare an annual report following the Annual Review for submission to the Partners' respective appointed scrutinising boards or committees.

## **18. VARIATIONS**

This Agreement may be varied by the Partners at any time in accordance with the Partners' internal decision-making processes subject to the express written agreement of the Partners and unanimous agreement by all core members of the Management Board

## **19. STANDARDS**

- 19.1 The Partners shall collaborate to ensure that the Services are discharged in accordance with:
- (a) the prevailing standards relating to Service Provision;
  - (b) the Host Authority's adopted policies relating to Standards;
  - (c) relevant guidance specified by Estyn and any other relevant regulator; and
  - (d) National Quality Standards in Educational Support.
- 19.2 The Sensory Service Manager shall develop operational guidance and procedures to reflect compliance with clause 19 and the Performance Management Framework
- 19.3 The Host Authority shall ensure that each employee is appropriately managed and supervised in accordance with all relevant prevailing standards of professional accountability.
- 19.4 The Sensory Service team will co-operate with any inspections into the Services provided.

## **20. HEALTH AND SAFETY**

- 20.1 The Host Authority shall (and shall use reasonable endeavours to ensure its representatives) comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Sensory Service and persons working on behalf of the Sensory Service.
- 20.2 The Host Authority shall ensure that its health and safety policy statements (as required by the Health and Safety at Work etc Act 1974), together with related policies and procedures, are made available to the Management Board on request.
- 20.3 The Host Authority shall notify the Management Board if any incident occurs in the performance of the Services, where that incident causes

any personal injury or damage to property that could give rise to personal injury.

## **21. EQUALITY DUTIES**

- 21.1 The Partners acknowledge their respective duties under the Equality Act 2010 and any other relevant equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity.
- 21.2 The Partners agree to adopt and apply policies in the carrying out of their statutory obligations to ensure compliance with their equality duties.
- 21.3 The Partners shall take all reasonable steps to secure the observance of clause 21 by all servants, employees or agents of the Partners
- 21.4 An Equality Impact Assessment (EIA) has been undertaken for the establishment of the Sensory Service.

## **22. FREEDOM OF INFORMATION**

- 22.1 The Partners acknowledge that they are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with each other (with costs being shared between the partners) to enable the Host Authority or any other Partner to comply with any Information disclosure requirements.
- 22.2 The Partners shall and shall procure that employees, servants or agents shall:
  - (a) transfer any request for Information to the relevant Partner as soon as practicable after receipt and in any event within two Working Days of receiving a request for Information;
  - (b) provide that Partner with a copy of all Information in its possession or power in the form that the Partner requires within 5 Working Days of the Partner requesting that Information; and
  - (c) provide all necessary assistance as reasonably requested by any Partner to enable compliance with a request for Information within the time for compliance set out in section 10 of the FOIA .
- 22.3 The Partners shall be responsible for determining at their absolute discretion whether any commercially sensitive information and/or any other Information:
  - (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
  - (b) is to be disclosed in response to a Request for Information,
- 22.4 The Partners acknowledge that the Host Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the

discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA), be obliged under the FOIA to disclose Information:

- (a) without consulting with the Partner or Partners, or
- (b) following consultation with the Partners or the Management Board and having taken its views into account.

22.5 The Partners shall ensure that all Information produced in the course of providing the Services or relating to the In-Scope Services, Service Providers or Service Users is retained for disclosure.

22.6 The Partners acknowledge that each is subject to the requirements of FOIA, and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary.

### **23 DATA PROTECTION AND INFORMATION SHARING**

23.1 Each Partner shall (and shall procure that any of its Representatives involved in the provision of the Services) comply with any notification requirements under Data Protection Legislation. All Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.

23.2 The Partners shall share information about Service Users to improve the quality of care and enable integrated working in accordance with the Data Protection Act, the Human Rights Act and the common law duty of confidentiality and any other information sharing legislation or gateways. The Partners shall adhere to any Information Sharing Protocols that are developed in accordance with the Waspi framework when sharing information under this Agreement.

23.3 Notwithstanding the general obligation in clause 23.1, where any Partner is processing personal data (as defined by the DPA) as a data processor for the Authority (as defined by the DPA) that Partner shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- (a) provide any other Partner with such information as that Partner may reasonably require to satisfy itself that the disclosing Partner is complying with its obligations under the DPA;
- (b) promptly notify any Partner of any breach of security measures required to be put in place pursuant to clause 23.3; and

23.4 ensure it does not knowingly or negligently do or omit to do anything which places any Partner in breach of its obligations under the DPA.

23.5 The Partners shall be responsible for facilitating Service Users in accessing their Personal Data under the DPA 1998.

## **24 CONFIDENTIALITY**

24.1 The Partners agree to keep confidential all documents relating to or received from the other Partner under this Agreement that are labelled as confidential.

24.2 Where one Partner receives a request to disclose Information that the other Partner has designated as confidential

24.3 Each Partner:-

- (a) shall treat all Confidential Information belonging to the other Partner as confidential and safeguard it accordingly; and
- (b) shall not disclose any Confidential Information belonging to the other Partner to any other person without the prior written consent of the other Partner, except to such persons and to such extent as may be necessary for the performance of the Agreement

The Host Authority shall take all necessary precautions to ensure that all Confidential Information obtained from a Partner under or in connection with the Services:

- (a) is given only to such of the staff engaged to advise it in connection with the Services as is strictly necessary for the performance of those Services and only to the extent necessary for the performance of the Services;
- (b) is treated as confidential and not disclosed without prior approval or used by any staff otherwise than for the purposes of the Services.

24.4 The Host Authority shall not use any Confidential Information it receives from any Partner otherwise than for the purposes of the Services.

24.5 The provisions of the clauses above shall not apply to any Confidential Information received by one Partner from the other:

- (a) which is or becomes public knowledge (otherwise than by breach of this clause);
- (b) which was in the possession of the Host Authority, without restriction as to its disclosure, before receiving it from the disclosing Partner;
- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

- (d) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the disclosing Partner making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.

24.6 Nothing in this clause shall prevent the Host Authority:

- (a) disclosing any Confidential Information for the purpose of:
  - (i) the examination and certification of any Partner Financial Contributions; or
  - (ii) any examination pursuant by a regulatory body
  - (iii) to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to the Agreement;

provided that in disclosing information under this sub-clause the Host Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence

## **25 AUDIT AND INSURANCE**

25.1 External Audit: The Sensory Service will be subject to the normal annual external auditing processes of each Partner if required to co-operate.

Internal Audit: The Sensory Service and its finances will be incorporated in to the risk assessed Internal Audit Programme for the Host Authority. Final reports shall be made available to the Management Board and to the Partners' internal auditors. The costs of any required audits of the Sensory Service shall be borne by the Service.

### **25.2 INSURANCE**

25.2.1 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.

25.2.3 All Partners shall be responsible for insuring any partner owned or leased Premises where they will provide the delivery of the service, staff and assets subject to the Partners agreeing to share any additional insurance costs as may arise.

## **26 INDEMNITIES**

Each Partner (Indemnifying Partner) shall indemnify and keep indemnified the other Partners (Indemnified Partner/s) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising

in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, the Indemnifying Partner's employees, or any of its representatives or sub-contractors, except to the extent that the loss or claim is directly caused by or directly arises from the negligence, breach of this agreement, or applicable Law by the Indemnified Partner or its representatives.

## **27 LIABILITIES**

27.1 Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other party under this Agreement.

## **28 COMPLAINTS AND INVESTIGATIONS**

28.1 The Partners shall deal with all complaints received concerning the responsibilities of the Sensory Service in the first instance through the Host Authority's complaints procedures

28.2 The Partners may agree a joint complaints procedure within the first year of the Agreement prior to which the complaints procedure of the Host Authority will be retained. Alternatively the Partners may agree to use the Host Authority's complaints procedure permanently

28.3 The Partners shall each fully comply with any investigation by any statutory Ombudsman or tribunal, including providing access to Information and making staff available for interview.

## **29 DISPUTE RESOLUTION**

29.1 The Partners shall use their best endeavours to resolve disputes arising out of this Agreement informally.

29.2 If any dispute referred to the Management Board is not resolved within 20 working days, any Partner or Partners, by notice in writing to the other Partner or Partners, via the Management Board, the Chair may refer the dispute to ADEW, who shall nominate a Director who shall co-operate in good faith to resolve the dispute as amicably as possible within 20 working days of service of the notice.

29.3 If ADEW fail to resolve the dispute in the allotted time, then the aggrieved Partners may jointly appoint an independent mediator the costs of which shall be borne equally between the parties in dispute.

## **30 TERMINATION**

- 30.1 Any Partner may terminate this agreement at any time by giving 12 months written notice to the other Partners. The outgoing Partner's financial contribution for the 12 months notice period shall remain until expiry on the 12 months notice.
- 30.2 Any Partner may terminate this Agreement [in whole or part] with immediate effect by the service of written notice on the other Partners in the following circumstances:
- 30.2.1 there is a Change in Law that prevents any Partner from complying with its obligations under this Agreement; or
  - 30.2.2 where all Partners are unable to comply with their obligations under the Agreement due to a change in policy or direction issued by the Welsh Government or other governmental body.
- 30.3 The provisions of clause 31 shall apply on termination of this Agreement.

## **31 CONSEQUENCES OF TERMINATION**

- 31.1 On the expiry of the Term, or if this Agreement is terminated in whole or in part for any reason:
- 31.2.1 Premises and Assets not acquired from the Financial Contribution shall be returned to the Host Authority Partner or other Partners who show title;
  - 31.2.2 Assets purchased from the Financial Contribution shall be disposed of by the Host Authority and any proceeds of sale allocated according to the Partners' Financial Contributions or, if otherwise agreed, shall be retained by the Host Authority; subject always to any asset or equipment being assigned for use by any child or young person that item shall remain with that person where the removal would be detrimental to them or until no longer required by the person;
  - 31.2.3 The Sensory Service shall transfer all records they retain relating to any specific service delivery, details of Service Users and other relevant information to the appropriate Partner.
- 31.2 Overspends and underspends on termination of the Agreement shall be apportioned between the Partners in a just and equitable manner via the Management Board, taking into account the circumstances in which the overspend occurred and the proportion of each Partner's Financial Contribution.



- 31.3 The Partners shall be entitled to direct any underspends to the following purposes:
- 31.3.1 to meet obligations under existing contracts;
  - 31.3.2 to defray the costs of making any alternative arrangements for Service Users; and
  - 31.3.3 to meet the costs of any redundancies arising from the termination of the Partnership Arrangements.
- 31.4 The provisions of the following clauses shall survive termination or expiry of this Agreement:
- 31.4.1 Clause 23;
  - 31.4.2 Clause 25;
  - 31.4.3 Clause 26;
  - 31.4.4 Clause 27; and
  - 31.4.5 Clause 35.

## **32 PUBLICITY**

Publicity will be managed through the host authority in partnership with the all partners and their public relations departments.

The Partners shall use reasonable endeavours to consult one another before making any press announcements concerning the Services or the discharge of either Partner's Functions under this Agreement.

## **33 NO PARTNERSHIP**

Nothing in this agreement shall be construed as constituting a legal partnership between the Partners or as constituting either party as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.

## **34 THIRD PARTY RIGHTS**

No term of this agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this agreement.

## **35 NOTICES**

- 35.2 Notices shall be in writing and shall be sent to another Partner marked for the attention of the representative of the Management Board or another person

duly notified by each Partner for the purposes of serving notices on that Partner, at the address set out for the Partner in this Agreement.

35.3 Notices may be sent by first class mail or facsimile transmission, provided that facsimile transmissions are confirmed within 24 hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

### **36 SERIOUS CASE REVIEWS**

The Sensory Service shall co-operate with regard to the provision of information to any serious case review.

### **37 ENTIRE AGREEMENT**

This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

### **38 GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Common Seal of **DENBIGHSHIRE** )  
**COUNTY COUNCIL** was )  
hereunto affixed in the presence of:- )

Chairman

Authorised Signatory

The Common Seal of **FLINTSHIRE** )  
**COUNTY COUNCIL** was )  
hereunto affixed in the presence of:- )

Authorised Signatory

The Common Seal of **WREXHAM COUNTY**  
**BOROUGH COUNCIL** was affixed in the  
presence of :-

Authorised Signatory:

## **SCHEDULE 1**

### **AIMS, PRINCIPLES and OBJECTIVES**

#### **Context**

In January 2010 the Leaders and Chief Executives of the six North Wales Local Authorities agreed a regional vision for collaboration. This states that existing relationships must be built upon to enable the promotion of radically different models for delivering public services to communities. This vision of collaboration and partnerships sits alongside each Local Authority's individual visions which aim to make the six Local Authorities more efficient, effective and responsive through internal change programmes. The North East Wales Sensory Support Service has been developed in response to this, and provides the opportunity for collaborative partnership working and improved service delivery.

#### **Aims**

The aims of the North East Wales Sensory Support Service (NEWSSS) are to ensure that all children and young people with a sensory loss:

- have equality of opportunity;
- are fully included within their school and local community;
- achieve in line with their potential and develop their skills to become independent learners.

#### **Principles**

- The service will employ highly skilled and experienced staff;
- Partnership working is fundamental to ensure success;
- Early identification and access to the service will be a priority;
- Equality of provision for learners taking into account the linguistic and cultural needs of pupils / families;
- Efficient service delivery which is open and transparent; and
- The child or young person is central to the process and has a role in decision making.

#### **Objectives**

NEWSSS will support an improvement in learning outcomes through:

- A strong, clear and effective operational process that supports collaborative working;
- Building capacity of school based staff to develop knowledge, awareness, skills and practice;
- Offering a range of suitable support, provision and resources to meet the individual needs;
- Building the specialist knowledge and skills within the service team to maintain the level of expertise required to fulfil the aims;
- Providing support for families through partnership working;
- Providing effective monitoring of the service delivery to ensure maximum impact on learner outcomes; and
- Promoting and supporting the wellbeing of children and young people with a sensory loss.

## **SCHEDULE 2 SERVICES IN SCOPE**

- Advice and guidance to class teachers in setting objectives, planning programmes and individual Education Plans (IEPs);
- Work collaboratively with schools to develop appropriate curriculum resources;
- Individual assessment of functional vision and hearing;
- Individual tuition for the development of specialist skills, e.g. Braille, BSL;
- Individual tuition on literacy programmes;
- Provide in-class support to identified individuals;
- Design and implementation of individual mobility programmes;
- Provide feedback to children and young people in relation to their progress and achievement;
- Training for schools on curriculum access, awareness raising, health & safety,
- Contribute to environmental audits and risk assessments;
- Monitoring of individual children and curriculum delivery through regular visits to educational settings within and outside of the 3 counties;
- Provide advice, guidance and feedback to staff, parents and pupils;
- Identification and purchase of specialist equipment in line with LA – schools agreement;
- Training for individuals, school staff and families on the use of specialist equipment;
- Interpret health reports and provide updates to schools and LA officers;
- Support and guidance for families regarding strategies to meet the needs of identified individuals;
- Report on individual and group achievements and attainments as agreed;
- Benchmark progress against local and national indicators (where available);
- Work as part of a multi-disciplinary team to support the completion of option appraisal documents;
- Support signposting for schools, families and other LA officers;
- Provide reports for families, schools, LAs and other agencies as required;
- Attend moderation panels to provide specialist input and advice as required;
- Complete the Appendix B as part of the statutory assessment process;
- Provide advice on the suitability of learning establishments in relation to individual needs to support decision making and correct identification of provision;
- Contribute to Inclusion Service initiatives where a sensory specialism is required; and
- Answer FOI requests relating to sensory impairment.

**SCHEDULE 2.2  
TABLE OF DELEGATIONS**

<b>Delegating</b>	<b>Not Delegating</b>
The responsibility to deliver the services identified within Schedule 2 – Services in Scope	The statutory responsibilities placed on the Local Authority by the Education Act 1996 and subsequent legislation in relation to children and young people.
	The responsibility to provide additional resources outside of specialist equipment, e.g. teaching assistant support.
	The responsibility to make adaptations to the learning environment to make it accessible to children and young people with a sensory loss.

## **SCHEDULE 3 CONTRIBUTIONS**

### **Finance and Resources**

This schedule outlines the key principles governing the contributions by Wrexham County Borough Council (WCBC) and Denbighshire County Council (DCC) and other resource and accounting principles to be adopted. The overriding principle is that the Financial Procedure Rules (FPR), and any associated guidelines of the Host authority shall apply to the operation of the North East Wales Sensory Support Service partnership between Flintshire County Council (Host authority), DCC and WCBC.

### **Financial Arrangements for the operation of the agreement**

The Management Board will agree by January each year, the financial procedures and arrangements for the operation of the agreement for the following operational year (April to March)

The Host authority will employ a permanent staff, together with engaging specialist skills via contracts for service for the delivery of sensory services in accordance with the partnership agreement, and also to support the efficient management and administration of the service.

Initially, existing WCBC and DCC Sensory Service employees will transfer into the Flintshire team. During the original recruitment of the team, any exit costs will be funded by the originating authority. A maximum salary allocation for service teachers has been costed within the financial schedule. Any costs in excess of these will be provided in addition to the agreed financial contribution from the originating authority for the remaining period of employment.

The Host authority will incur the direct costs of employing or engaging via contracts for service for all staff, specialists, and management / admin staff required to deliver the full range of services to be provided under the partnership arrangement. Any recruitment costs will be shared equally by the 3 authorities.

Any future costs relating to changes to service provision, as agreed by the Management Board, will be shared equally by the 3 authorities.

Sensory Outreach Workers and Administrative Assistant salary costs are subject to the Host authority's Single Status Agreement and any changes to grades as a result of this agreement will be reflected in the annual recharge.

In addition to the direct costs of employment of the above staff and contracts for service, there will be other direct costs associated with the service provision which will be reflected within the Partnership Agreement. Contributions of £14k will be made by each authority to cover transport and supplies.

The Host authority will absorb their own support service costs, e.g. HR, legal, Payroll, ICT etc arising from provision of support to the North East Wales Sensory Support Service.

WCBC and DCC will similarly absorb their own support service costs incurred in connection with operating the service such as the management of arrangements for making referrals and general communications in respect of the collaboration arrangement.

## Payment of contributions by WCBC and DCC to the Host Authority

In the first year of the partnership arrangement, payments for service requirements will be made by WCBC and DCC to the Host Authority in accordance with clause 9.

All payments should be made by WCBC and DCC to the Host authority by CHAPS/BACS by the 30<sup>th</sup> April. Bank account details for payments to the Host authority by CHAPS/BACS will be advised to WCBC and DCC at least one week before the initial payment is due.

The Host authority will advise WCBC and DCC of the amounts due in accordance with this process at least two weeks before each payment due date.

In the second and third years of the partnership arrangement payments will be made in accordance with the same principles set out in the process outlined above. Payment amounts and due dates will be set out within a schedule of payments to be communicated to WCBC and DCC by the Host authority by 31<sup>st</sup> January in each year of the partnership arrangement.

## Review Provisions

There will be annual reviews of the financial arrangements in accordance with clause 17.

## Financial Contributions

Area of Spend	Amount per LA per financial year
Staff Costs	£156,000
Travel	£7000
Equipment and Resources	£7000
<b>Total</b>	<b>£170,000*</b>

\* Partner authorities will be advised of the additional contributions as a result of excess staffing costs at point of entry to the Partnership Agreement



## SCHEDULE 4

### MANAGEMENT BOARD TERMS OF REFERENCE

1. The group will be known as the “Management Board for the Sub-Regional Sensory Service”. In this document to be referred to as the “Management Board”.
2. The Management Board exists to:
  - Provide strategic leadership to promote the ongoing development of excellent practice delivered via the Sub-Regional Sensory Service;
  - Monitor and oversee service implementation ensuring adherence to any regulatory or other compliance requirements, e.g. completion of Equality Impact Assessments;
  - Ratify service operational policy and procedure;
  - Identify and agree service performance indicators;
  - Evaluate impact of the service against agreed performance indicators;
  - Recruit service personnel and support workforce planning;
  - Ratify and monitor annual service plan;
  - Monitor the financial arrangements and spend against the service budget;
  - Guide the service development in response to local and national drivers;
  - Provide specialist advice to promote and support partnership working;
  - Facilitate service delivery across all authorities, providing the link between the service and LAs;
  - Ratify service spend on items over £2k; and
  - Develop and maintain the risk register
3. Membership of the Board will be:

<b>Core Board Members</b>		
Representing	Name	Role
Flintshire Local Authority	Jeanette Rock	Principal Education Commissioner - Inclusion
Wrexham Local Authority	Ann Pumford	Head of Inclusion
Denbighshire Local Authority	Jil Timothy	School Effectiveness Support Officer: ALN/ Inclusion
Sensory Service	Anne Noden	Learning Adviser – Sensory Service
<b>Advisory Board Members</b>		
BCUHB HI	TBA	
BCUHB VI	TBA	
Voluntary Sector - HI	TBA	
Voluntary Sector - VI	TBA	

Board Members will nominate deputies of an agreed seniority level to attend on their behalf where necessary. The Management Board may co-opt additional advisory members to attend as required. *See Matters Reserved Table for Board Member roles and responsibilities.*

4. All core Board Members shall reach any decision consensually. A board meeting will only be quorate if all core members are present.
5. A minimum of six meetings will be held annually, with at least one meeting in each half term. Additional meetings may be called as required by the Chair, or by request

of any group member. A period of notice of one week will normally be required when an additional meeting is requested.

6. The Management Board will elect a Chair and Vice Chair from within the membership at the first meeting of each academic year. The role of Secretary will be performed by the administrative assistant for the Sensory Service.
7. Agendas and other papers will be agreed between the Chair and Secretary. Members may submit agenda items to the Chair up to one week in advance of a meeting date.
8. Minutes will be kept for all Management Board meetings and signed by the Chair.
9. Minutes of meetings will be circulated to Management Board members and are available to all partner organisations on request. Management Board members are responsible for ensuring that good communication exists between the Management Board and the authority / agency they represent.
10. Sub-groups with specific tasks may be appointed by the Management Board. Individuals may also be appointed to specific roles or undertake delegated tasks by agreement with and under the direction of the Management Board. In such cases these sub-groups and individuals will report to the full Management Board meetings.
11. The work of the Management Board and the monitoring and evaluation of that work will be reported through the relevant scrutiny processes for each of the LAs. Each Board member will be responsible for reporting to their home LA.
12. In the event of aspects of the Sensory Service not achieving the appropriate outputs, the Management Board will set specific targets and action plans which will be regularly monitored. Where necessary, further monitoring will be fulfilled through local scrutiny arrangements.
13. These Terms of Reference are to be agreed by the Directors of Lifelong Learning for the partner LAs and will be reviewed by the Management Board at the first group meeting of each academic year.

Agreed:

<b>Name:</b>	<b>Date:</b>	<b>LA / Agency</b>
		Flintshire LA
		Wrexham LA
		Denbighshire LA
		Learning Adviser
		BCUHB
		HI
		VI
<b>Directors</b>		
		Flintshire LA
		Wrexham LA
		Denbighshire LA

### Matters Reserved Table

Matter	Management Board Chair	Core Board Members	Advisory Board Members	Host Authority	Partner Organisations *	Learning Advisor	Secretary
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Supply Board Members					✓		
Nomination of a deputy Board Member					✓		
Voting Rights		✓					
Appointment of Chair		✓					
Keep attendance Records							✓
Resolve issues and achieve objectives		✓	✓				
Ensure TORs are operated throughout		✓	✓				
Provide specialist advice and guidance relating to the area of specialism, initiatives, new developments, process & community support			✓				
Receive, review and sign off reports, documents and savings		✓					
Produce reports for the management board including: Performance management reports, Financial reports, HR issues Update on service plan						✓	
Agree annual service plan and any amendments to it		✓					
Consider proposals and further develop of service delivery		✓					
Consider and resolve disputes		✓					
Monitor performance against budget		✓					
Agree annual report and common script reports		✓					
Report to partner governance		✓					

processes, i.e. scrutiny, cabinet etc							
Administration of the management board							✓
Produce agendas and papers for the Management Board	✓						✓
Briefing officers and members within partner organisations					✓		
Bring issues about the service experienced by partners to the Management Board					✓		
Consult on the service's proposed service plan with colleagues within their organisation					✓		
Manage risks attributed under the ToR		✓					
Employment of service staff				✓			
Line management of Learning Adviser				✓			

\* Partner organisations refer to all agencies represented on the Management Board, i.e. the 3 local authorities, BCUHB and voluntary sector.

**SCHEDULE 5**  
**PERFORMANCE MANAGEMENT FRAMEWORK**

This will be approved by the Management Board and scheduled to this Agreement at a later date.

**SCHEDULE 6  
STAFFING**

<b>Role</b>	<b>No of staff</b>	<b>hours</b>
Learning Advisor	1	0.6
HI Advisory teachers	3	3 FTE
VI Advisory Teachers	4	3 FTE
Administrative Assistant	1	0.8
Sensory Outreach Workers	6	5 FTE

**SCHEDULE 7  
INFORMATION SHARING PROTOCOL**

The WASPI ISP produced for GWE / NW Regional School Improvement Service shall be amended to include Health and thereafter incorporated within this Schedule 7



**SCHEDULE 8  
FULL BUSINESS CASE**