

RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

CABINET

30th OCTOBER 2014

**NATIONAL MODEL FOR REGIONAL SCHOOL IMPROVEMENT WORKING
IN WALES – CENTRAL SOUTH EDUCATION CONSORTIUM**

REPORT OF THE DIRECTOR, EDUCATION AND LIFELONG LEARNING

AUTHOR: Chris Bradshaw (01443 744001)

1. PURPOSE

To:

- a. Update Cabinet on the developments in relation to school improvement services provided by the Central South Education Consortium.
- b. To seek Cabinet authorisation to delegate authority to appropriate officers to conclude and agree the terms of the new legal agreement and annex to the business plan.

2. RECOMMENDATIONS

It is recommended that Cabinet:

- 2.1 Note the update on the Joint Education Service outlined in this report.
- 2.2 Delegate authority for the Director of Education and Lifelong Learning, in consultation with the Cabinet Member for Education and Lifelong Learning, S151 officer and Director, Legal & Democratic Services to:
 - (i) agree the terms of the proposed New Agreement and specific Rhondda Cynon Taf CBC annex to the business plan and conclude the same;
 - (ii) to deal with any further variations to the new agreement, once concluded, that may be proposed from time to time, provided that such variations are within budget and the overall principles of the joint education service.
 - (iii) that subject to the conclusion of the New Agreement the Leader (or his delegated nominee) be appointed as the Council's representative on the Central South Consortium Joint Education Committee.

3. BACKGROUND

- 3.1 Cabinet previously confirmed the Council's commitment to establishing a joint school improvement service with four other authorities (Bridgend, Merthyr Tydfil, Cardiff and the Vale of Glamorgan) as the Central South Consortium (CSC).
- 3.2 The Joint Education Service and LINKS service were created in September 2012 and the final legal agreement was signed by each authority in December 2013.
- 3.3 Since then the Welsh Government commissioned Robert Hill Review set out a number of options for improving the delivery and structure of education services in Wales. One of the key options was that there needed to be greater consistency in the delivery of school improvement services via the regional education consortia. This view was endorsed by local government through the WLGA response to the Hill Review in September 2013.
- 3.4 A subsequent key commitment on the part of local government has been to co-construct a National Model for Regional Working on School Improvement (hereafter referred to as the Model) with the Welsh Government. The aim of the Model is to bring consistency and stability to the local authority regional school improvement services which is in line with the WLGA response to the Hill Review.
- 3.5 The work to develop the Model took place during November 2013 with representatives of local authority Chief Executives, Directors of Education, Directors of Finance and Directors of Human Resources closely involved in the process. In order to achieve this deadline a number of working groups were established, involving local government officers, education experts and Welsh Government civil servants. These groups have worked on different aspects of the model including clarity over the definition of school improvement, governance and commissioning, budgets and business planning for regional services.
- 3.6 The Model was agreed by the Minister and the WLGA Coordinating Committee in late November 2013. There has been a very tight timescale to undertake this work but it has been genuine co-construction.
- 3.7 The Model outlines a consistent approach to school improvement activities, such as how to undertake school-to-school support, which is a key part of moving towards self-improving schools. The Model aims to encourage schools to take more responsibility for their own improvement.
- 3.8 The Model also looks to clarify issues such as activities could usefully be undertaken at a local authority level and what activities are best addressed regionally. In particular, the scope of the consortia services to be consistent across the four consortia. In addition functions currently being undertaken by the Central South Consortium Joint Education Service, work to align the 14-19 strategy; governor support services,

training; and advice; and specialist HR advice dealing with performance management and capability issues; would transfer from each Local Authority.

- 3.9 As part of the new arrangements, it was agreed that a common business plan template would be introduced to enable consortia to clearly identify their key priorities for the year and expected outcomes. The minister for Education and Skills will use the plans as the basis of an outcome agreement with consortia, and will formally accept (or not) the plans on an annual basis.

4. **ISSUES**

- .4.1 Following the publication of the Government's national model, Central South Consortium produced a Business Plan which set out the vision, priorities and targets for the region. It established the working arrangements of the consortium and also allowed for the agreement of separate annexes with each authority to govern the separate commissioning arrangements in place in each case. The Business Plan confirmed the termination of the LINKS Service and also confirmed the governance model for the consortium.

- 4.2 In summary the consortium model will be governed by:

A Joint Committee which has a reduced membership of Leaders of each Local Authority or their nominated representative, the lead Chief Executive (which will revolve annually), the Managing Director and the Chair of the Executive Board (see below). Joint Committee members will agree a Chair and Deputy Chair which will revolve annually. It is envisaged that the Joint Committee should meet termly. The Joint Committee will in turn appoint:

An Executive Board which comprises: the Lead Director of the Consortium, the Managing Director, a nominee of Welsh Government, a representative Leader or Cabinet Member from the Joint committee (not the Chair), and five external experts to be appointed through a national advert and process. The Executive Board will meet every half term. The Executive Board will be guided by three steering groups:

- Directors steering group - continuing to meet fortnightly, chaired by a Lead Director (which will revolve annually).
- Schools representative steering group – meeting each half term.
- Governors group - also meeting each half term.

This model has been agreed by both the current Joint Committee and the Welsh Government.

- 4.3 The individual Local Authority Annexes to the Business Plan are in process of being agreed with the consortium following the agreement to the business case. The Joint Committee of the Central South Consortium

has proposed that these are delegated for agreement to each Director of Education.

- 4.4 The basis of using the Welsh Government Indicator Based Assessment model of allocating the costs of the Consortium between authorities remains with a proposal that there is a review of this arrangement in the 2016/2017 financial year.
- 4.5 The legal framework for the current consortium arrangements are provided for in two agreements relating to the provision of a Joint Education Service ('JES') and a Learning and Innovation Network for Schools ('Links').
- 4.6. A revised legal agreement (Appendix 1) has been drafted and would replace the two existing agreements. The requirement for the new agreement stems from the issue of the WG Guidance document no: 126/2014, date of issue: February 2014.
- 4.7 The new agreement is similar in approach to the previous agreement but there are some key changes around governance, which have been previously outlined in this report, and the termination of the LINKS Service.

Legal Implications

- 4.8 It is proposed that the Council enters into a new agreement for the provision of a school improvement services ('the New Agreement'). The New Agreement would replace the two existing agreements currently in place relating to the provision of a Joint Education Service ('JES') and a Learning and Innovation Network for Schools ('Links')
- 4.9 As stated in the body of the report the requirement for the new agreement stems from the issue of the Welsh Government Guidance document National Model for Regional Working (no: 126/2014). The New Agreement is similar in approach to the existing JES and Links agreements but there are some key changes especially around governance. The governance structure is detailed in paragraph 12 of the report and is based on a Joint Committee model. The structure provides that the work of the School Improvement Service will be overseen by a joint committee of the constituent local authorities. The joint committee will have responsibility for approving the budget, business planning and performance management of the service. The joint committee will have the delegated powers to make decisions which affect the delivery of and resources available to school improvement. It should, however, be noted that notwithstanding the conclusion of the New Agreement the Council retains its statutory responsibilities and accountability for schools and school improvement.
- 4.10 A key change in the New Agreement is the role of the Executive Board, which is responsible for operational delivery of the joint service and whose role includes to manage, oversee and support the service. In effect the Executive Board is a sub committee of the Joint Committee. It

should be noted that the Council would not automatically have direct representation on this board (in terms of a council member or officer) but the proposed membership of the Executive Board reflects the suggested membership set out in the WG Guidance document referred to in this report .

4.11 Many of the provisions of the New Agreement replicate the provisions of the existing agreements, which provisions the Council has previously accepted .In brief :-

- the scope of the services to be provided are set out in schedule 1.
- the 'Additional Intervention' part of the Services will be focused on schools in most need of support irrespective of in which authority they reside.
- the agreement provide for a host authority (being RCT) and the support services are to be provided by RCT (for example financial /administrative/ legal advice)
- the term of the Agreement is such that the Agreement shall continue unless all parties to the Agreement agree to terminate the Agreement.
- the agreement contains a mechanism to enable a party to withdraw but the same involves the giving of a notice period (2 years plus) and may result in substantial costs to the party wishing to withdraw. It is understood that the rationale for the lengthy notice period is to give all parties the requisite time to work through the implications of one party withdrawing.
- Notwithstanding the differing percentage financial contributions, each authority enjoys the same voting rights on the joint committee (no doubt to reflect the collaborative nature of the approach).
- the agreement raises sensitive employment implications, providing that the staff concerned shall transfer to the host authority (RCT).
- the agreement contains an information sharing framework.

4.12 The Council has the requisite legal powers to facilitate the collaboration and creation of the Joint Committee. These powers include Sections 101 and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000, section 9 of the Local Government Wales Measure 2009 and Local Authorities (Goods and Services) Act 1970. These powers include the ability to delegate functions, the ability for two or more authorities to discharge any of their functions jointly, and where this occurs, to do so via a joint committee, and/ or by their officers and the ability to supply administrative, professional and technical services.

Financial Implications

4.13 The New Agreement sets out in the contribution basis mechanism which determines the base contribution for the services provided by the Central South Education Consortium (CSC). The figure currently used for RCT is 27.84% and is subject to annual determination and is based on statistics provided by Welsh Government.

4.14 The Schedule within the New Agreement sets out the need for the CSC to set a budget that is financially sustainable and as a default position

should not set a budget that will result in a deficit position. Consideration needs to be given as to the appropriate notice that the Council must have if there is a request for additional monies in a particular financial year. In considering its budget strategy the Cabinet needs to consider in return the notice it must give the CSC in respect of expectations of contributions for future financial years.

- 4.15 The New Agreement also provides the receipt of Grants that are now to be discharged by the respective consortia across Wales rather than individual Local Authorities. The schedule highlights that the CSC will determine the allocation of grants across the region including individual schools.
- 4.16 The importance of continued financial probity of the CSC is essential and the legal agreement highlights the responsibility of the S151 Officer of the host Authority (RCT) to ensure that all responsibilities are discharged and that appropriate financial reports are provided to the Committee and constituent authorities.

Human Resources Implications

- 4.17 Whilst most staff working with the Central South Consortium are already employed by RCT, there remain a small number whose contracts of employment are with other partners. The New Agreement confirms the need for these remaining staff to transfer to RCT as the host authority and this will be achieved through a TUPE transfer.

DATED.....2014

BRIDGEND COUNTY BOROUGH COUNCIL
THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF
MERTHYR TYDFIL COUNTY BOROUGH COUNCIL
RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL
VALE OF GLAMORGAN COUNTY BOROUGH COUNCIL

(The Parties)

AGREEMENT

FOR THE PROVISION OF A SCHOOL IMPROVEMENT SERVICE

THIS AGREEMENT is made the _____ day of _____ 2014
BETWEEN BRIDGEND COUNTY BOROUGH COUNCIL of Civic Offices,
Angel Street, Bridgend, CF31 4WB (“Bridgend”) **THE COUNTY COUNCIL OF
THE CITY AND COUNTY OF CARDIFF** of County Hall Atlantic Wharf Cardiff
CF10 4UW (“Cardiff”) **MERTHYR TYDFIL COUNTY BOROUGH COUNCIL** of
Civic Centre, Castle Street, Merthyr Tydfil, CF47 8AN (“Merthyr”) **RHONDDA
CYNON TAFF COUNTY BOROUGH COUNCIL** of The Pavilions, Cambrian
Park, Clydach Vale, Tonypany, CF40 2XX (“RCT”) and **VALE OF
GLAMORGAN COUNTY BOROUGH COUNCIL** of Civic Offices, Holton Road,
Barry, CF63 4RU (“Vale”) (hereinafter called “the Parties”)

WHEREAS

- i) Each of the Parties retains their statutory responsibilities in respect of Education to ensure school improvement.
- ii) In order to co-ordinate the provision of such functions and responsibilities the Parties have agreed to establish a School Improvement Service.
- iii) This Agreement provides for the establishment of the School Improvement Service to provide the services set out in Schedule 1 on behalf of the Parties.
- iv) The School Improvement Service will be staffed by Staff transferred to, or already in, the employment of the Host who shall become the employer in law under the direction of the Managing Director with Host Services support from RCT.
- v) The Parties have each passed the necessary resolutions for the purposes of entering into this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement:

1.1.1 "s151 Officer" means the Host's Chief Financial Officer (as defined by section 151 of the Local Government Act 1972).

1.1.2 "Agreement" means this agreement including the Schedules.

1.1.3 "Commencement Date" means 1st September 2014.

1.1.4 "CSC" means the Central South Consortium, a consortium comprising of the Parties to this Agreement.

1.1.5 "CSC Joint Education Committee" means a joint committee comprising of the Leader (or his/her delegated nominee) from each of the Parties with each Member having voting rights. The joint committee shall operate as set out in Schedule 4.

1.1.6 "Managing Director" means the most senior officer within the School Improvement Service who is accountable to the Executive Board.

1.1.7 "Executive Board" means a group comprising of the Lead Local Authority Education Director for the CSC, , a nominee of Welsh Government, a representative elected Member of the CSC Joint Education Committee (who cannot be the current Chair of the CSC Joint Education Committee), five external experts nominated from a pool agreed with the Welsh Government Association and Welsh Government (one of whom must be a serving head teacher from the CSC region) together with the Managing Director and which shall operate as set out in Schedule 2.

- 1.1.8 “Financial Contributions” means the financial contributions to be made by each of the Parties for the provision of the Host Services and the School Improvement Service in accordance with Clause 8 and the Financial Protocol.
- 1.1.9 “Financial Protocol” means the protocol set out in Schedule 5.
- 1.1.10 “Host” means RCT.
- 1.1.11 “Host Services” means the provision by the Host of all support services (save for the day to day administration undertaken by Staff in accordance with their duties) required by the School Improvement Service including but not limited to Financial (Accounts, Payroll, Creditors, Debtors, Insurance) Human Resources, Health and Safety, Legal, ICT, Estates, PR/Marketing, Information Management, Internal Audit and Procurement the costs of which shall be charged to the CSC Joint Education Committee through Service Level Agreements.
- 1.1.12 “Information Sharing Framework” means the framework set out in Schedule 7.
- 1.1.13 “School Improvement Service” means the services to be provided to the Parties set out in Schedule 1 by the Staff under the direction of the Executive Board, the Steering Groups and the CSC Joint Education Committee.
- 1.1.14 “Lead Local Authority Education Director” means the lead director with responsibility for Education from one of the Parties nominated to sit on the Executive Board.
- 1.1.15 “Directors’ Steering Group” means a group comprising of the lead directors with responsibility for Education from each of the Parties together with the Managing Director (in an advisory capacity) who will

advise the Senior Management Team of the CSC and which shall operate as set out in Schedule 3.

1.1.16 “Headteachers’ Steering Group” means a group comprising of Headteachers (for primary and secondary) nominated by each Party to represent their local authority together with the Managing Director (in an advisory capacity) to advise the Senior Management Team of the CSC and which shall operate as set out in Schedule 3.

1.1.17 “Governors’ Steering Group” means a group comprising of school governors (for primary and secondary) nominated by each Party to represent their local authority together with the Managing Director (in an advisory capacity) to advise the Senior Management Team of the CSC and which shall operate as set out in Schedule 3.

1.1.18 “Senior Management Team” means the Managing Director, Head of School Improvement, Senior Programme Manager and Business Manager.

1.1.19 “Staff” means the staff required to provide the School Improvement Service.

1.1.20 “Steering Groups” means the Directors’ Steering Group, the Headteachers’ Steering Group and the Governors’ Steering Group.

1.2 Clause headings in this Agreement are for convenience only and shall have no contractual effect.

1.3 Any reference to a Clause is a reference to a Clause of this Agreement.

1.4 Any reference to a Schedule is a reference to a Schedule to this Agreement.

1.5 Words importing one gender shall include the other genders and words importing the singular include the plural and vice-versa.

- 1.6 Reference to “individual” or “person” shall include bodies corporate, unincorporated associations and partnerships.
- 1.7 Any reference to any enactment or statutory instrument shall be deemed to include reference to such enactment or statutory instrument as re-enacted amended or extended.
- 1.8 An obligation not to do or omit to do something shall be deemed to include an obligation not to permit or (so far as is reasonably practicable) suffer that thing to be done or omitted to be done.
- 1.9 An obligation to do something shall include an obligation to seek to procure that it is done.

2. CO-OPERATION AND DISCUSSION

- 2.1 This Agreement is entered into on the basis that the Executive Board and the School Improvement Service will work on a basis of co-operation and will arrange to discuss with each other as soon as possible any problems or disputes which arise and will attempt to resolve any difficulties through negotiation at an early stage and to make themselves available with reasonable notice to discuss the issues under dispute.

3. AGREEMENT

- 3.1 This Agreement is made under the powers conferred by Section 101 and 111 of the Local Government Act 1972, Section 25 of the Local Government Wales Act 1994, the Local Authorities (Goods and Services) Act 1970, Sections 2, 19 and 20 of the Local Government Act 2000 and all other enabling powers now vested in the Parties.

- 3.2 The Parties shall form the CSC Joint Education Committee to carry out the functions set out in Schedule 4.
- 3.3 The Parties shall form the Executive Board to carry out the functions set out in Schedule 2.
- 3.4 The Parties shall form the Steering Groups to carry out the functions set out in Schedule 3.
- 3.5 The Parties have agreed the Managing Director shall provide a report to each local authority scrutiny committee with responsibility for education on the performance and budgetary position of the CSC and the future business plan proposals. This would likely take place during the autumn term so as to inform business planning.

4. TERM AND TERMINATION

- 4.1 This Agreement shall continue unless all Parties to this Agreement at the time of the decision agree to terminate the Agreement allowing a reasonable period in order for the Host to wind down the School Improvement Service including compliance with all statutory requirements.
- 4.2 Any Party proposing to withdraw from this Agreement must notify each of the other Parties by giving not less than 2 years notice in writing of its intention to withdraw expiring on 31st March in any given year.
- 4.3 Any Party withdrawing from this Agreement irrespective of whether notice has been issued in accordance with the terms of this Agreement shall remain liable in accordance with the apportionments set out in Clause 8, for any financial or other obligation or liability (actual or contingent) incurred during the period as a Party to this Agreement in

respect of the School Improvement Service by the CSC Joint Education Committee (or the Host on behalf of the CSC Joint Education Committee) and for:-

- 4.3.1 redundancy costs associated with resultant down-scaling requirements; and
- 4.3.2 the making good of any pension deficit which has arisen during the period as a Party to this Agreement.
- 4.4 Assets and liabilities of the Parties at termination shall be apportioned on the basis set out in Clause 8.
- 4.5 If any Party has notified the Host of its intention to withdraw from this Agreement the remaining Parties shall immediately review the Agreement to determine whether there is sufficient resources for the School Improvement Service to continue fulfilling its functions, obligations and responsibilities on behalf of the remaining Parties and whether the Agreement should be terminated pursuant to Clause 4.1.

5. SCHOOL IMPROVEMENT SERVICE

- 5.1 The School Improvement Service will be provided to all Local Authority schools within the Parties' areas.

6. STAFFING

- 6.1 The Parties are committed to one authority becoming the formal employing authority (employer in law) In signing this Agreement all Staff are to be transferred to the employment of the Host who at the point of transfer shall become the employer in law.

- 6.1.1 All costs and liabilities shall, upon transfer become those of the CSC Joint Education Committee to be shared in accordance with Clause 8. For the avoidance of doubt, this includes prior service entitlement (i.e. accrued service rights, continuous service etc).
- 6.1.2 All day to day administration, management and direction of Staff shall be undertaken by the Managing Director (and/or Host service provider).
- 6.1.3 Upon commencement of salaried duties to the School Improvement Service, Staff will be entitled to become a member of the Local Government Pension Scheme (which is administered by Rhondda Cynon Taf) of which the School Improvement Service will be a scheduled body.
- 6.2 Following the transfer of staff to the Host the following provisions shall apply: -
- 6.2.1 Notwithstanding the Host being the employer in law, all liabilities attached to the direct employment of Staff on behalf of the School Improvement Service shall be a cost to the CSC Joint Education Committee to be apportioned in accordance with Clause 8.
- 6.2.2 All existing Staff will transfer to RCT and be employed on RCT's Terms and Conditions. The only exception will be any 'existing' member of Staff that were 'matched to roles' as part of the recruitment process, who have currently determined to retain their existing terms and conditions. As part of the transfer under TUPE, that group of Staff may wish to retain the current arrangement i.e. remain on their existing terms and conditions.

6.2.3 Any person appointed to a vacant position of the agreed establishment post transfer will be employed by the Host and be appointed on RCT's Terms and Conditions of Employment.

6.3 The Managing Director shall not, and will not require any member of the Staff to do anything that shall breach the employment contract of the employee and shall have no authority to vary the terms of such employment contract. The relevant School Improvement Service head of service shall provide the Host with such information and assistance as it may reasonably require to carry out its obligations as the Host employer.

6.4 Pension

6.4.1 The School Improvement Service will be afforded membership of the Local Government Pension Scheme and established as a scheduled body within the Local Government Pension Scheme (which is administered by Rhondda Cynon Taff). All eligible employees engaged in connection with the functions carried out by the School Improvement Service may participate in the Local Government Pension Scheme.

6.4.2 Transfer of previous pension rights will be undertaken in accordance with the Local Government Pension Scheme (Administration) Regulations 2008.

6.4.3 In the event that such membership transfer instigates a 'bulk transfer' within the scope of the Local Government Pension Scheme, the

ceding employer will ensure that the transfer benefit is fully funded at the commencement of the Agreement.

6.5 CSC School Improvement Service Organisational Structure Chart

6.5.1 An organisational structure chart for the School Improvement Service is annexed at Schedule 6.

7. HOST SERVICES

7.1 It is agreed between the Parties that for the purpose of the development and operation of the School Improvement Service, the Host shall provide the Host Services and subject to Clause 7.2 shall have authority as from the Commencement Date to enter into any agreement necessary with any third party in respect of the provision of Host Services including without prejudice to the generality of the foregoing any agreement relating to the purchase and provision of goods and services. Any such agreement for the purchase and provision of goods and services would be made in accordance with RCT Contract Procedure Rules and RCT Financial Procedure Rules (which require all expenditure to be incurred within the agreed budget), the Financial Protocol and all relevant legislation. Where any such agreement is for a period greater than two years and is for the School Improvement Service only (rather than having wider applicability for RCT) and/or commits the School Improvement Service to expenditure (rather than providing a mechanism for potential use) then this shall be subject to the approval of the CSC Joint Education Committee.

- 7.2 Where the Host is minded to put in place any agreements with third parties relating to the provision of any Host Service it shall first consider whether one of the Parties to this Agreement wishes to provide the service and, if so, afford such a Party the opportunity to provide that service at such cost as agreed by the CSC Joint Education Committee.
- 7.3 Save as provided in Clause 7.2 above all Host Services shall be provided through service level agreements between the CSC Joint Education Committee and the Host (the Service Level Agreements).

8. FINANCIAL CONTRIBUTIONS

- 8.1 The financial relationship between the Parties, the Host and the School Improvement Service is as set out in the Financial Protocol in Schedule 5 and shall apply to the School Improvement Service.
- 8.2 All contributions and apportionments (including any liabilities and losses save as specified in Clause 6) are to be based on the respective proportion of the relevant Indicator Based Assessments (IBA's) of each Party for that financial year as determined by the Welsh Government and made available as part of the annual Local Government revenue settlement and contained in the Green Book. The relevant IBA's to be used in the calculation are:
- Nursery and primary school teaching and other services;
- Secondary school teaching and other services; and Education administration.

In 2014/2015 the apportionment to be used is: -

Authority	14/15 IBA £'000	14/15 Apportionment %
Bridgend	83,959	15.76
Cardiff	187,059	35.10
Merthyr Tydfil	34,869	6.54
Rhondda Cynon Taf	148,347	27.84
Vale of Glamorgan	78,659	14.76

8.3 In respect of the School Improvement Service there shall be a formal review of the basis of apportionment on a 3 yearly basis, the first of which shall be in advance of the 2016/17 financial year. It will be for the Parties' Statutory Finance Officers to agree upon a recommendation (for change or stay the same) being made to the CSC Joint Education Committee.

8.4 In the event that the IBA categories identified above are amended or deleted by the Welsh Government the CSC Joint Education Committee shall agree suitable alternatives.

8.5 The CSC Joint Education Committee shall decide upon the treatment of any surplus or deficit balance held by the School Improvement Service following the completion of the audit of the annual accounts. The accounts shall be presented to the CSC Joint Education Committee within the relevant statutory deadlines.

9. GRANTS

9.1 The Host will act as 'banker authority' for receipt of grants payable to the CSC in connection with the School Improvement Service, and under

the terms of the grant agreements will be responsible for accepting the terms and conditions of grant on behalf of the CSC.

9.2 The method of apportionment of each grant will vary depending on its nature, its intended recipients, its purposes and the associated terms and conditions.

9.3 The apportionment basis of each grant will be considered by the Executive Board will be reported to and agreed by the CSC Joint Education Committee.

9.4 For the avoidance of doubt the day to day management of the grants shall be the responsibility of the School Improvement Service Senior Management Team and Steering Groups.

10. EXECUTIVE BOARD

10.1 The operation and terms of reference of the Executive Board are set out in Schedule 2.

11. STEERING GROUPS

11.1 The operation and terms of reference of the Steering Groups are set out in Schedule 3.

12. EXPIRY OF AGREEMENT

12.1 Upon the termination of this Agreement the CSC Joint Education Committee shall agree the distribution of assets and any liabilities

in accordance with the basis set out in Clause 8 of this Agreement.

13.ACCESS TO INFORMATION

13.1 To provide an efficient, safe and high quality service the Joint Education Service is dependent upon good information, from the Parties. Such information shall only be used by the Host for the provision of the School Improvement Service and contributing to the development of and profile raising of the sector in compliance with Data Protection Legislation. Information sharing between the Parties and the School Improvement Service shall comply with legislation and the provisions of the Information Sharing Framework set out in Schedule 7 (together with any information sharing protocol made thereunder).

14.INDEMNITIES AND INSURANCE

14.1

Save as provided in Clause 6, and to the extent such matters are not covered by the insurance arrangements that the Host is required to put in place, the Parties will be jointly liable with the Host in accordance with Clause 8 for all losses that it suffers, in relation to all actions, proceedings, costs, claims, demands, liabilities, losses and expenses howsoever arising out of or in connection with any act or omission by the Host in carrying out all or any of the duties and responsibilities of the Host and/or implementing the decisions of the CSC Joint Education

Committee, the Steering Groups and the Executive Board save where all losses incurred are caused by an unauthorised act by the Host.

- 14.2 The Host shall ensure that adequate insurance against the risks of cost of claims associated with public liability, employer's liability, property and professional indemnity is in place and, subject to the terms of the relevant Service Level Agreement, the Host shall handle any claims as and when received on behalf of the Parties and the CSC Joint Education Committee.
- 14.3 The Host shall notify the Parties within 10 working days of any such claims.
- 14.4 Prior to one Party becoming the formal employing authority, any costs incurred as a result of employer liability claims will be met by the employing Party of the member of Staff concerned.
- 14.5 The provisions of this Clause 14 shall survive the termination of this Agreement.
- 14.6 Where pursuant to Clause 7.2 of this Agreement one of the Parties to this Agreement is providing any part of the Host Services then the provisions of this Clause 14 shall apply mutatis mutandis.

15.VARIATION

- 15.1 Save as provided herein this Agreement cannot be varied without the approval of the CSC Joint Education Committee and prior written consent of all Parties. Any variation is to be signed and

sealed by an authorised representative of each Party and will be annexed to this Agreement.

16.COMMUNICATION

- 16.1 Any communication required to be in writing under the terms of this Agreement shall be sent to each Party at the addresses set out in Clause 16.2 and marked for the attention of the person last notified in writing to the other Parties as being the person to receive communications for the purpose of this Agreement on behalf of that Party.
- 16.2 Any notice or communication to the relevant Party shall be deemed effectively served if sent by first class post or delivered by hand to the addressee set out below or such other addressee and address notified in writing from time to time to the other Parties: - .

Chief Executive
Rhondda Cynon Taf County Borough Council
The Pavilions
Cambrian Park
Clydach Vale
Tonypandy
CF40 2XX

Chief Executive
Merthyr Tydfil County Borough Council
Civic Centre
Castle Street
Merthyr Tydfil
CF47 8AN

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

Chief Executive
Cardiff Council
County Hall
Atlantic Wharf
Cardiff
CF10 4UW

Managing Director
Vale of Glamorgan County Borough Council
Civic Offices
Holton Road
Barry
CF63 4RU

- 16.3 Any notice service by delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

17. THIRD PARTY RIGHTS

- 17.1 Save as may be provided herein the Parties to this Agreement do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999.

18. SEVERANCE

- 18.1 If at any time any provision of 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 provided that it would not affect or impair the legality, validity or enforceability of any other provision of this Agreement, this Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated except where it deprives one of the Parties of a substantial part of the benefit to be derived by it from this Agreement without providing any corresponding benefit.
- 18.2 If Clause 18.1 shall apply the Parties shall in good faith amend and, if necessary, execute such further assurances in relation to 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 clause complies with the laws of that jurisdiction but if the Parties cannot agree upon the terms of any amendment or assurance within six months of the date upon which the provision was determined to be wholly or partly illegal or unenforceable by any court, tribunal administrative body then the dispute will be determined in accordance with Clause 19 hereof.

19. DISPUTE RESOLUTION

- 19.1 If there is a dispute between the Parties concerning the interpretation or operation of this Agreement then any Party may notify the others in writing that it wishes the dispute to be referred to a meeting of the Executive Board to resolve, all Parties negotiating on the basis of good faith. If such dispute cannot be resolved by the Executive Board it shall be referred to the CSC Joint Education Committee to resolve.
- 19.2 If after the meeting of the CSC Joint Education Committee the dispute has not been resolved, any Party may refer the dispute to the Parties Chief Executives for resolution. If the Chief Executives are unable to resolve the dispute by unanimous agreement within a period of 28 days of the matter being referred to them any Party may refer the matter to arbitration on the following basis:
- 19.2.1 Referral shall be to a single Arbitrator selected by the CSC Joint Education Committee or, in the absence of agreement, to be nominated by the President of the Chartered Institute of Arbitration.
- 19.2.2 Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the Arbitrator appointed shall have the power to:
- 19.2.2.1 Order and direct what he or she shall think to be done by any of the Parties respectively in relation to the matters in dispute;
- The decision of the Arbitrator shall be final and binding on all the Parties.

- 19.2.3 Unless otherwise agreed or specified in the arbitration terms each Party shall bear its own costs incurred in the arbitration and the Parties shall share equally the Arbitrator's costs and expenses.

20. WAIVER

- 20.1 No term or provision of this Agreement shall be considered as waived by any Party unless a waiver is given in writing by the Party and any failure by any of the Parties at any time to enforce any provision of this Agreement or to require performance by any of the other Parties of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of any Parties to enforce any provision in accordance with its terms.
- 20.2 No waiver under Clause 20.1 shall be a waiver of a past or future default or breach, nor shall it amend delete or add to the terms conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in the waiver.

21. FREEDOM OF INFORMATION

- 21.1 The Parties agree that they will each co-operate with one another to enable any Party receiving a request for information under the Freedom of Information Act 2000 and/or Environmental Information Regulations 2004 to respond to that request promptly and within the statutory timescales. This co-operation shall include but not be limited to finding, retrieving and supplying information

held, and directing requests to other Parties as appropriate and responding to any requests by any Party receiving a request for comments or other assistance.

22. PRIOR AGREEMENT

22.1 This Agreement supersedes and replaces any and all previous agreements between the parties in respect of the CSC.

23. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.

The **COMMON SEAL** of the respective Parties were affixed the day and year first before written:

The COMMON SEAL of **BRIDGEND**)
COUNTY BOROUGH COUNCIL)
was affixed in the presence of:)

Mayor / Leader.....

Authorised Signatory.....

The COMMON SEAL of **THE COUNTY COUNCIL**)
OF THE CITY AND COUNTY OF CARDIFF)
Was affixed in the presence of:)

Designation.....

The COMMON SEAL of **MERTHYR TYDFIL**)
COUNTY BOROUGH COUNCIL)
Was affixed in the presence of:)

Designation.....

The COMMON SEAL of **RHONDDA CYNON**)
TAFF COUNTY BOROUGH COUNCIL)
Was hereunto affixed in the presence of:)

Designation.....

The COMMON SEAL of the **VALE OF**)
GLAMORGAN COUNTY BOROUGH)
COUNCIL)
Was affixed in the presence of:)

Designation.....

SCHEDULE 1

SCHOOL IMPROVEMENT SERVICE

SERVICES, FUNCTIONS AND RESPONSIBILITIES

Universal Services – Schools will receive an annual monitoring and challenge package based around securing an improvement plan based on evidence of performance as assessed by the headteacher, governors and local authority. All headteachers will be supported through an annual performance process. The School Improvement Service will lead on statutory training of governors. These services will be provided by a pool of “challenge advisers” working to a national job specification.

Additional intervention – Where performance issues are identified by the service, the local authority or Estyn a tiered package of further improvement challenge and monitoring will be provided depending on the level of concern registered. This additional intervention will be focused on schools in most need of support irrespective of in which authority they reside.

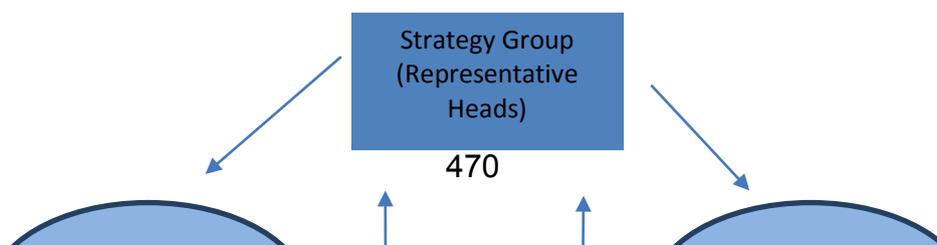
National priorities – The School Improvement Service will deliver, via a school led model, a common strategy and support for key curriculum areas, primarily numeracy and literacy but including a range of other areas. This will ensure a common response to national strategy and ensure that challenge advisers working with schools are best equipped. In addition to the strategic leadership role the School Improvement Service will also provide resources where these are currently funded by national grants, for example the Athrawon Bro service.

Casework Services – The School Improvement Service will work with Estyn and schools on pre and post inspection reports, will monitor the induction of NQTs, support senior appointments and schools reorganisation.

Enabling Services – The School Improvement Service will hold the single view of performance data for the Parties such that an overall improvement strategy can be developed and executed and the quality systems to ensure the system lead role is effective in delivering the above. Although the School Improvement Service will not deliver traded support services currently commissioned by schools, it will provide a brokerage role advising the school on how to commission further improvement services and understanding and shaping the market to ensure support services are available to be commissioned.

Authority Link - The School Improvement Service will provide a link role for each authority that in addition to performing elements of the above services will be available as a direct conduit to feed in the needs of the authority and co-ordinate a School Improvement Service response. The equivalent role on the side of the authority will be a “School Improvement Lead” who will act as the authority intelligent customer for improvement services.

Other Services and Service Provided Analysis – The School Improvement Service will provide such other services as shall be agreed by the CSC Joint Education Committee. Reports will be presented regularly to the CSC Joint Education Committee that will provide an analysis of the support provided by the School Improvement Service in each Party’s area.



SCHEDULE 2

THE EXECUTIVE BOARD

PURPOSE

The Executive Board is responsible for the operational delivery of the organisation and whose function is to support the Managing Director in ensuring that CSC strategies align with the needs of the Parties to raise educational standards.

Membership and Decisions

1. The Executive Board will comprise of the Lead Local Authority Education Director for the CSC, a nominee of Welsh Government, a representative elected Member of the CSC Joint Education Committee (who cannot be the current Chair of the CSC Joint Education Committee), five external experts nominated from a pool agreed with the Welsh Government Association and Welsh Government (one of whom must be a serving head teacher from the CSC region) together with the Managing Director.
2. Each Executive Board Member shall have one vote.
3. The Lead Local Authority Education Director will have delegated authority to make decisions on behalf of the Parties save for those matters which shall be referred to the CSC Joint Education Committee or back to the Parties for resolution in accordance with the terms of this Agreement.
4. The members of the Executive Board must exercise their best endeavours to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the School Improvement Service.

5. In the event of the consensus not being reached, any decision of the Executive Board will be passed by a majority vote, with the Chair having a second or casting vote.
6. The Executive Board will be chaired by one of the nominated external experts (and in his/her absence an appointed deputy nominated external expert), who shall be appointed to the Chair on an annual basis.

Meetings

7. To constitute a meeting of the Executive Board there must be not less than 5 members present.
8. The Executive Board can invite further outside organisations to sit on the Executive Board (in a non-voting capacity). Any outside organisations before sitting on the Executive Board will be required to sign a confidentiality undertaking before being able to do so.
9. The Executive Board Meetings will be convened by the Managing Director and shall meet termly or more frequently if required.
10. Any Party may request a meeting of the Executive Board be convened on the giving of 5 working days notice to all other Parties and such meeting must then be held within 3 working days following the expiration of the notice.
11. The Agenda for each meeting will be prepared and circulated by the Managing Director 4 working days in advance of the meeting (save for a request for a meeting in accordance with para. 9 above) and any Party may require an item be included on the

Agenda. A copy of every agenda shall be sent to the Parties lead director with responsibility for Education.

Terms of Reference

12. To manage and oversee the School Improvement Service to raise Pupil Attainment and Improve Schools.
13. To work with the Managing Director in the development of CSC strategic plans (including the annual business plan and to review progress) to raise standards in Schools.
14. To consider and resolve conflicting CSC priorities to ensure that the CSC operates within agreed budgets for the School Improvement Service.
15. To consider and recommend to the CSC Joint Education Committee responses to Welsh Government initiatives and other developments (e.g. Estyn, Welsh Government School Standards Unit).
16. To monitor CSC activities and ensure equitable funding arrangements in accordance with this Agreement.
17. To ensure that CSC has access to information and resources necessary to fulfil its agreed functions.
18. To monitor the arrangements relating to the CSC Service Level Agreements with the Host.
19. To secure effective communication links between the CSC and Parties and schools.

20. Receive termly progress reports in respect of the School Improvement Service and outcome reports from the Steering Group meetings from the Managing Director.
21. To consider proposals for the future development of the CSC based education services and to recommend accordingly with any financial matters being agreed with the s151 Officer.
22. To receive and consider reports from the Steering Groups (including in relation to the apportionment and allocation between the Parties of grants received by the School Improvement Service).
23. To report and recommend to the CSC Joint Education Committee the apportionment and allocation between the Parties of grants received by the School Improvement Service.
24. Agree on and recommend to the CSC Joint Education Committee any proposed changes to the day to day operation of the School Improvement Service with any financial implications being agreed with the s151 Officer.
25. Consider any other issues arising as a consequence of the delivery of the School Improvement Service.
26. Refer any matter to the CSC Joint Education Committee for consideration and/or determination and must promptly refer any substantive concerns relating to the School Improvement Service to the CSC Joint Education Committee.
27. To advocate for the School Improvement Service.

28. To endeavour to resolve any dispute between the Parties and to refer a dispute to the CSC Joint Education Committee if the matter cannot be resolved.

SCHEDULE 3

THE STEERING GROUPS

A. Steering Groups Objective: To advise the Senior Management Team in its development of strategy and operation practice in order to support operational delivery of CSC School improvement activities to raise educational standards.

B. Managing Director Role:
To attend each Steering Group meeting and report to each group seeking their views on strategy, operational practice and performance with the outcomes from each group being reported to the Executive Board and formally in the CSC business plan.

C. Directors Steering Group

Membership:

The lead directors with responsibility for Education from each of the Parties together with the Managing Director (in an advisory capacity).

Frequency: At least fortnightly (or as and when required)

Chair: Lead Local Authority Education Director

D. Headteachers' Steering Group

Membership:

Headteachers (both Primary and Secondary) nominated by each Party to represent their local authority together with the Managing Director (in an advisory capacity).

Frequency: Every half-term

Chair: Chaired by a nominated headteacher on rotation between the Parties

E. Governors' Steering Group

Membership

School governors (both Primary and Secondary) nominated by each Party to represent their local authority together with the Managing Director(in an advisory capacity).

Frequency: Every half-term

Chair: Chaired by a nominated governor on rotation between the Parties

F. Steering Groups Voting:

Each member (save for the Managing Director) of the Steering Groups shall have one vote with the Chair of each Steering Group able to cast a second or deciding vote. Members of the Steering Groups must exercise their best endeavours to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the School Improvement Service.

STEERING GROUPS TERMS OF REFERENCE

1. Support the Managing Director in the development and delivery of the service provided by the School Improvement Service.
2. To support the Managing Director in the development of CSCS strategic plans and operational delivery mechanisms.
3. To consider and monitor the effective deployment of CSC Staff across the Parties.
4. To consider and agree operational delivery mechanisms and standards.

5. To manage access to Parties' resource and information necessary for the CSC to operate.
6. To develop and implement initiatives to raise educational standards
7. To track the progress of school improvement and to support the Managing Director in removing identified obstacles.
8. In liaison with the s151 Officer to report and recommend to the Executive Board the apportionment and allocation between the Parties of grants received by the School Improvement Service including the acceptance of grant terms and conditions.

SCHEDULE 4

THE CSC JOINT EDUCATION COMMITTEE

1. **The CSC Joint Education Committee**

- 1.1 The CSC Joint Education Committee shall be the joint committee for the School Improvement Service.
- 1.2 The CSC Joint Education Committee shall consist of the Leader (or his/her delegated nominee) from each of the Parties with each Party having one vote. The Lead Local Authority Chief Executive, Chair of the Executive Board and the Managing Director shall also be entitled to attend meetings of the CSC Joint Education Committee in an advisory capacity.
- 1.3 The CSC Joint Education Committee shall on behalf of the Parties have all the powers of the Parties with reference to the provision of School Improvement Service and its performance during the currency of this Agreement to support effective CSC arrangements which raise education standards in all Parties' Schools.

Appointment and Representative Members

2. Each of the Parties shall as soon as possible after the execution of the Agreement appoint the Members) to represent it to serve on the CSC Joint Education Committee and a representative so appointed shall hold office until:
- 2.1 The annual meeting of the Party which the Member represents following the ordinary election of the Councillors;
- 2.2 The Member dies;
- 2.3 The Member resigns;
- 2.4 The Member becomes disqualified;

- 2.5 The Member ceases to be a member of the Party he or she represents, or
- 2.6 The Party which the Member represents has decided that another Member should act in his or her place, whichever may first happen.

Attendance by Officers

3. Members may be accompanied by one or more council officers from the Parties who may attend meetings of the CSC Joint Education Committee in an advisory capacity.

Nomination of Deputy to Attend Meetings

4. Any of the Parties may nominate a deputy Member to act as a substitute for any Member appointed by them to attend and vote at any meeting of the CSC Joint Education Committee in place of the Member so appointed who for any reason is/are unable to attend that meeting.

Chairman

5. The Chair and Vice-Chair of the CSC Joint Education Committee will be nominated from the Members of the Parties at the annual meeting with each Party nominating the Chair in rotation.

Co-opted persons

6. Such persons may be individuals or representatives of such organisations as the CSC Joint Education Committee shall determine.

7. Any co-opted person will be required to sign a confidentiality undertaking before being able to sit on the CSC Joint Education Committee.
8. Such co-opted persons may not vote at meetings of the CSC Joint Education Committee.

Meetings and Procedure

9. The CSC Joint Education Committee shall hold termly meetings in each municipal year (one of which is to be the annual meeting mentioned in paragraph 11 below) for the transaction of general business.
10. Any Party may request a meeting of the CSC Joint Education Committee be convened on the giving of 10 clear working days notice to all other Parties and such meeting must then be held within 4 clear working days following the expiration of the notice.
11. The first meeting of the CSC Joint Education Committee after the annual general meetings of the Parties shall be the CSC Joint Education Committee's annual general meeting.
12. The CSC Joint Education Committee shall adopt the Procedure Rules of the Host for the purpose of regulating the procedure at their meetings.

Convening of Meetings

13. The meetings of the CSC Joint Education Committee shall be convened by the Host or by the Chair and every meeting shall be convened by notice in writing by the Host and delivered to each member of the CSC Joint Education Committee or sent by post to or delivered at the member's residence or place of business at least five clear working days

before the day of the meeting, except where paragraph 10 above is applicable.

Quorum of Meetings

14. To constitute a meeting of the CSC Joint Education Committee there must be present not less than three Members present.

Minutes of Meetings

15. The minutes of the proceedings of every meeting of the CSC Joint Education Committee shall be drawn up by the Host. Copies of the draft minutes of the proceedings of every meeting of the CSC Joint Education Committee shall, within two weeks after each meeting, be sent to the Chief Executive Officer of the Parties.

Urgent Action

16. In the event that urgent action is required on behalf of the CSC Joint Education Committee, the Managing Director shall consult the Chair and in his absence the Vice-Chair of the CSC Joint Education Committee and the Managing Director shall in consultation with the Chair (or in his absence the Vice-Chair) take such action as he considers appropriate. The Host shall report such action to all the Parties without delay.

Rules and Procedure

17. For the avoidance of doubt the CSC Joint Education Committee shall, where relevant and subject to the provisions of this Agreement, operate

in accordance with the Hosts schemes of delegation, Rules of Procedure and policies in force from time to time.

Membership and Decisions

18. Each Member will have delegated authority to make decisions on behalf of their respective Party in respect of those matters the subject of this Agreement.
19. Parties must exercise their best endeavour to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the School Improvement Service.
20. Any decision of the CSC Joint Education Committee will be passed by a majority vote. In the event of there being an equal number of votes cast the Chair shall have the second or deciding vote.

Business plan and local authority annexes

21. Prior to the start of each financial year the Joint Education Committee will agree a business plan based on the advice of the Executive Board and any relevant Welsh Government Guidance setting out targets and priorities for the forthcoming year. The business plan will include an annex for each party clarifying the targets, priorities and activities to be provided to the parties.

Terms of Reference

22. The CSC Joint Education Committee shall agree the draft School Improvement Service annual budget by the 31st December prior to the

- following financial year and submit it to each of the Parties for approval with the business plan to be agreed by the 1st February.
23. Promote partnership working and ensure the CSC operates within the spirit and terms of this Agreement.
 24. Receive progress reports in respect of the School Improvement Service from the Managing Director including an annual report at the end of each financial year in relation to the business plan containing:
 - 24.1 on evaluation of performance against any agreed performance measures target and priorities
 - 24.2 a review of targets and priorities for the forthcoming financial year.
 - 24.3 a summary of service delivery
 - 24.4 such other information as shall be required from the CSC Joint Committee from time to time.
 25. Approve the statutory accounts and agree the treatment of any deficit or surplus balances held by the CSC Joint Education Committee.
 26. To receive and consider reports from the Executive Board in respect of the apportionment and allocation between the Parties of grants received by the School Improvement Service and thereafter agree the apportionment and allocation between the Parties of those grants.
 27. Endorse the future programme direction and agree the strategic and operational plans and to monitor outcomes and approve the CSC School Improvement Strategy.
 28. Agree appointment of the Managing Director and any permanent increase to the Staff and to receive notifications of appointments and any changes to the Staff structure.

29. Consider any other issues and disputes arising as a consequence of being referred to the CSC Joint Education Committee by the Executive Board, and referral to an Arbitrator where appropriate.
30. Advocate for the School Improvement Service.
31. Receive quarterly performance and budget monitoring reports.

SCHEDULE 5

FINANCIAL PROTOCOL

1. This Financial Protocol governs the relationship between the Parties, the Host, the School Improvement Service and its finances.

2. General Principles

The Host will provide the financial/administrative/accounting systems and associated support for the CSC Joint Education Committee and the School Improvement Service in line with the agreed Service Level Agreements.

Subject to the statutory role of each Party's s151 officer in relation to their Council, the Host shall also provide for the purposes of the CSC Joint Education Committee the services of its Chief Financial Officer as s151 Officer to the CSC Joint Education Committee.

Each Party will contribute those Financial Contributions as are identified in para. 3 (below) commencing on the Commencement Date or on a pro-rata basis in the event of any delay.

The School Improvement Service shall not inherit any debt or liability incurred by any of the Parties prior to 1st September (being the definition of the commencement date as contained in the previous legal agreements dated 4th December 2013 and entered into by each of the Parties to this Agreement in respect of the Joint Education Service and LINKS (both the JES and LINKS being as defined in those agreements).

3. Contributions and Charging Mechanism

The Parties are committed to establishing a fair and equitable basis for resourcing the School Improvement Service whilst ensuring that the full costs of the services are recovered.

Each Party will be required to contribute its share of the agreed annual budget of the School Improvement Service.

All contributions and apportionments are to be based on the respective proportion of the relevant Indicator Based Assessments (IBA's) of each Party for that financial year. The relevant IBA's to be used in the calculation are:

Nursery and primary school teaching and other services;

Secondary school teaching and other services; and

Education administration

In 2014/2015 the apportionment to be used is: -

Authority	14/15 IBA £'000	14/15 Apportionment %
Bridgend	83,959	15.76
Cardiff	187,059	35.10
Merthyr Tydfil	34,869	6.54
Rhondda Cynon Taf	148,347	27.84
Vale of Glamorgan	78,659	14.76

Relevant IBA's are made available as part of the Local Government Settlement. The latest available IBA will be used in setting the School Improvement Service budget and contribution requirements (if Final IBA is not available at this stage then the basis of apportionment will be changed when Final IBA becomes available).

There shall be a formal review of the basis of apportionment on a 3 yearly basis, the first of which shall be in advance of the 2016/17

financial year. It will be for the Parties' Statutory Finance Officers to agree upon a recommendation (for change or stay the same) being made to the CSC Joint Education Committee.

4. Payment Arrangements

Following agreement of the annual budget by the CSC Joint Education Committee each Party shall be notified of their annual contribution towards the costs of School Improvement Service.

Each Party is required to pay their contribution in two equal instalments on the 1st April and 1st October, or the next working day if these dates fall on a weekend or Bank Holiday.

Payment should be made by BACS to the Host's bank account.

Interest will be paid to or charged to the CSC Joint Education Committee's accounts based upon the average daily cash balances held by the Host on behalf of the CSC Joint Education Committee.

5. Budgetary Control & Monitoring

The CSC Joint Education Committee shall set and agree an annual budget for the Service. The budget will be used to calculate the required contributions from each Party as identified in para. 3 above.

The School Improvement Service is not authorised to operate nor budget for a cumulative deficit position. In the event that annual accounts are closed in a deficit position the CSC Joint Education Committee will decide on how the deficit will be made good. Options to do this could include: Reductions in agreed budget allocation for current or future years; additional contributions from constituent authorities in proportion

to the contributions made by each party during the year in which the deficit occurred.

The s151 Officer shall ensure that there are mechanisms in place to enable budgets to be managed in line with available resources and that any variations to budget are identified early.

The s151 Officer, in consultation with the Managing Director shall submit budget monitoring reports for the School Improvement Service to the CSC Joint Education Committee on a termly basis, which will include explanations for any variances against the profiled budget. The CSC Joint Education Committee will review expenditure, commitments and forecast outturn to ensure that the allocated budget is being appropriately adhered to.

6. Capital Expenditure & Long Term Contracts

The CSC Joint Education Committee is not authorised to incur capital expenditure.

The CSC Joint Education Committee is required to authorise any long term contracts exceeding a period of greater than two years that the School Improvement Service wishes to enter into.

7. Annual Accounts & Audit

Following each year-end the Host shall prepare the annual accounts for the CSC Joint Education Committee that are compliant with all relevant legislation, regulations and guidance within the statutory timescales, and ensure that all relevant information is available for external inspection and scrutiny.

The CSC Joint Education Committee must approve the annual accounts within the statutory deadlines, which shall be presented along with the annual audit letter prepared by the designated external auditor.

The Host's external auditors (currently The Wales Audit Office but subject to the appointment of the Auditor General for Wales) will be the external auditor of the School Improvement Service.

The School Improvement Service and its finances will be incorporated into the risk assessed Internal Audit Programmes of the Host. Final reports shall be made available to the CSC Joint Education Committee and to the Parties internal auditors.

The cost of any specific audits required shall be borne by the School Improvement Service.

The CSC Joint Education Committee shall decide upon the treatment of any surplus or deficit balance held by the School Improvement Service following completion of the audit of the annual accounts.

8. Financial Insolvency

If it is foreseen that the School Improvement Service cannot meet its liabilities and the CSC Joint Education Committee are unable to agree a financial solution, then the CSC Joint Education Committee shall be responsible for ensuring that termination and disaggregation procedures are followed as detailed in Clause 4, 8 and 12 of the Agreement.

SCHEDULE 6

CSC SCHOOL IMPROVEMENT SERVICE

ORGANISATIONAL STRUCTURE CHART

[to be inserted]

SCHEDULE 7

INFORMATION SHARING FRAMEWORK

INTRODUCTION

1. This information sharing framework has been agreed between the Parties and the School Improvement Service.
2. Each Party acknowledges that its designated Senior Information Risk Officer has an overall and ongoing responsibility for the delivery and implementation of this information sharing framework.
3. Each Party acknowledges it has signed up to the 'Wales Accord on the Sharing of Personal Information (WASPI)' and thereby has agreed to a common set of corporate principles and standards under which they will share information, any regular flow of information sharing will form part of a formal Information Sharing Protocol ('ISP') which will be developed in line with the WASPI ISP guidance.
4. The ISP will define the process for which information will be exchanged, monitored and managed and will essentially document the 'who, why, where, when, what and how' of sharing personal information, which will include:
 - Specific purpose(s) for information sharing;
 - Group(s) of service users it impacts upon;
 - Relevant legislative powers and the consent processes involved;
 - Data which is to be shared;
 - Use unique identifiers to ensure all partner organisations are referring to the same service user;
 - Required operational procedures and the process for review;
 - Means of communication to practitioners the specific operational requirements;
 - Only the **minimum necessary** personal information consistent with the purposes set out in the ISP will be shared.
 - Each ISP will be kept under review to ensure that it complies with all relevant legislation including but not limited to any data protection legislation.

ISP Facilitators

5. Members of the CSC Information Management Working Group, consisting of a School Improvement Service Senior Management Team representative and representatives from each LA (as identified below), will facilitate the coordination and completion of any ISP.
6. The working group will act as facilitators providing local managers with advice and guidance regarding the development of ISP's, including general information governance advice in addition to specific legislation which can be relied upon to enable lawful information sharing.

CSC Information Management Working Group Representatives

7.

Organisation	Responsible Officer
Bridgend County Borough Council	Designated SIRO
Cardiff Council	Designated SIRO
Merthyr County Borough Council	Designated SIRO
Rhondda Cynon Taf County Borough Council	Designated SIRO
Vale of Glamorgan County Borough Council	Designated SIRO
School Improvement Service	Designated Senior Management Team representative

8. All Parties' Staff who work directly with service users in order to carry out the functions described in any ISP, are bound by the terms of this Schedule (and any ISP made hereunder).
9. The term 'staff' in this context encompasses paid workers, volunteers, students and other temporary workers approved by the employing / hosting organisation, whose duties include those relating to the functions outlined in any ISP.
10. The Parties shall ensure that all current and newly-appointed School Improvement Service Staff receive appropriate training in the application of any ISP and the requirements of the WASPI framework.