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Date: 22nd June 2016

Dear Sir/Madam,

A meeting of the **Cabinet** will be held in the **Sirhowy Room, Penallta House, Tredomen, Ystrad Mynach** on **Wednesday, 29th June, 2016** at **2.00 pm** to consider the matters contained in the following agenda.

Yours faithfully,

A handwritten signature in blue ink that reads 'Chris Burns'.

Chris Burns
INTERIM CHIEF EXECUTIVE

A G E N D A

	Pages
1 To receive apologies for absence.	
2 Declarations of Interest.	

Councillors and Officers are reminded of their personal responsibility to declare any personal and/or prejudicial interest(s) in respect of any item of business on the agenda in accordance with the Local Government Act 2000, the Council's Constitution and the Code of Conduct for both Councillors and Officers.

To approve and sign the following minutes: -

- | | |
|----------------------------------|--|
| 3 Cabinet held on 1st June 2016. | |
|----------------------------------|--|

1 - 4

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To receive and consider the following reports on which executive decisions are required: -

- | | | |
|---|--|-----------|
| 4 | Notice of Motion - Remedial Action to Improve Air Quality on Hafodyrynys Road. | 5 - 10 |
| 5 | Welsh Language Standards Annual Report 2015-2016. | 11 - 30 |
| 6 | Closure of the Key Stage 2 Specialist Resource Base for Children with Hearing Impairment at Hendre Junior School, and Re-Designation of the Social Inclusion Class at Cefn Fforest Primary School: Outcome of the Formal Consultation Process. | 31 - 40 |
| 7 | Governance Arrangements South East Wales Education Achievement Service (EAS). | 41 - 108 |
| 8 | Cabinet Forward Work Programme. | 109 - 114 |

To receive and consider the following report, which requires a recommendation to Council:

- | | | |
|---|--|-----------|
| 9 | Amendments to Authorisation of Officers within the Public Protection Division. | 115 - 118 |
|---|--|-----------|

Circulation:

Councillors Mrs C. Forehead, N. George, D.T. Hardacre, D. Havard, K. James, Mrs B. A. Jones, D.V. Poole, K.V. Reynolds, T.J. Williams and R. Woodyatt,

And Appropriate Officers.



CABINET

MINUTES OF THE MEETING HELD AT PENALLTA HOUSE, TREDOMEN ON WEDNESDAY 1ST JUNE 2016 AT 2.00 P.M.

PRESENT:

Councillor K. V. Reynolds – Chair

Councillors:

C. Forehead (Human Resources and Governance/Business Manager), N. George (Community and Leisure Services), D.T. Hardacre (Performance and Asset Management), D. Havard (Education and Lifelong Learning), K. James (Regeneration, Planning and Sustainable Development), B. Jones (Corporate Services), D. Poole (Housing), T.J. Williams (Highways, Transportation and Engineering) and R. Woodyatt (Social Services).

Together with:

C. Burns (Interim Chief Executive), C. Harray (Corporate Director Communities) and N. Scammel (Acting Director of Corporate Services and Section 151).

Also in Attendance:

D. Whetter (Interim Head of Regeneration), K. Williams (Private Sector Housing Manager), S. Couzens (Chief Housing Officer), R. Hartshorn (Head of Public Protection) and C. Evans (Committee Services Officer).

1. APOLOGIES FOR ABSENCE

Apologies for absence were received from D. Street (Corporate Director - Social Services).

2. DECLARATIONS OF INTEREST

There were no declarations received at the beginning or during the course of the meeting.

3. CABINET – 18TH MAY 2016

RESOLVED that the minutes of the meeting held on 18th May 2016 (minute nos. 1 - 4) be approved and signed as a correct record.

4. REGENERATION AND PLANNING DIVISION CAPITAL ALLOCATION 2016/17

The report sought the approval of Cabinet for the 2016/17 capital budget allocation to Regeneration and Planning as required in section 4.8.2 and table 10 of the Budget Proposals 2016/17 and Medium Term Financial Strategy 2016/2021 which was approved by Council on 24th February 2016. In addition, Cabinet were asked to note the Supplementary Report, which was published and distributed on 1st June 2016

The main report focused on the provisional capital allocations and the projects that the Regeneration and Planning Division capital budget for 2016/17 would fund during the financial year. As advised by the Interim Head of Finance, Cabinet approval was sought in order to release the budget to the service area. The Supplementary report provided Cabinet with additional information and further clarification on specific projects, such as Urban Renewal, as outlined within the main Cabinet Report.

Cabinet were asked to note that details on the review of the Business Support and Commercial and Industrial Grants, and their possible merger into one Business Growth grant, has been removed from the main Cabinet report as this will be the subject of a separate report.

Following consideration and discussion, it was moved and seconded that the recommendations in the report be approved. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons contained in the Officers Main and Supplementary Report (and Council Budget Report): -

- (i) the 2016/17 capital allocation of £217,000 to Countryside's Environmental Schemes Programme be agreed;
- (ii) the 2016/17 capital allocation of £50,000 to Urban Renewal to Commercial and Industrial Grants Scheme be agreed;
- (iii) the 2016/17 capital allocation of £30,000 to Urban Renewal's Town Centres projects be agreed.

5. PROVISION OF ADDITIONAL SUPPORTED TEMPORARY ACCOMMODATION – LLYS TABERNACLE, RHYMNEY

The report sought the approval of Cabinet to enter into a partnership arrangement with Wales and West Housing Association in respect of the use of their premises at Llys Tabernacle, Rhymney for the purposes of supported accommodation for single homeless persons.

The Council has a statutory duty to provide emergency accommodation for persons identified as being homeless and in priority need. Due to a lack of supported accommodation a number of single homeless persons have, to date, had to be placed in Bed and Breakfast (B&B) accommodation both within and outside the county borough.

Members noted that since November 2014, the Authority has made a conscious effort to reduce its reliance on B&B accommodation for emergency housing. This has been done, in the main, by the creation and use of additional supported accommodation at Ty Croeso, Newbridge and Maes Y Derwen, Tredomen which together have provided 28 rooms for use as emergency accommodation for single persons. Such provision provides greater support for homeless persons whilst at the same time affording the communities within which such accommodation is located a degree of reassurance in respect of any safety concerns they may have.

Currently the Authority has the use of 55 rooms within 4 units of accommodation which provide 24hr support. One of these units, the Countryman, Bedwellty which caters for 16-24 year olds, was recently the subject of a joint inspection by HM Inspectorate of Probation, Ofsted (Social Care) and the Care and Social Services Inspectorate Wales (CSSIW). Unfortunately their findings suggest the premises is no longer suitable for the placing of younger persons. There are also concerns about the physical condition of the property which, it is felt, will require substantial investment from its private owners for the property to have any realistic medium to long term use as emergency accommodation which is compliant with relevant statute. For these reasons Officers feel that an alternative, better located, facility should be considered.

To this end a block of 13 self contained flats located at Llys Tabernacle, Church Street, Rhymney, owned by Wales and West Housing Association, has been identified as being suitable for adaptation to a 12 room, 24hr supported housing scheme. The owners have already secured Planning Permission for such a project which will be managed by the voluntary sector housing support organisation Solas. Solas currently manage the Countryman and Maes Y Derwen and have a proven record locally of delivering high quality housing support.

Following consideration and discussion, it was moved and seconded that the recommendation in the report be approved. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons contained in the Officers Report, it be agreed that the Authority enter into a partnership arrangement with Wales and West Housing Association, with a view to utilising Llys Tabernacle as an alternative Supported Housing Project to the Countryman..

6. TENANT PARTICIPATION STRATEGY 2016 – 19

The report which was considered and endorsed by the Caerphilly Homes Task Group (CHTG) on 19th May 2016 outlined the draft Tenant Participation Strategy (2016–19) and sought Cabinet approval.

Cabinet were advised that the 2016-19 Strategy defines the purpose (the reason for Tenant Participation) and responds to the challenges and opportunities of the world within which Caerphilly Homes operates. The Strategy has been developed in consultation with tenants and staff (through a number of workshop and feedback sessions).

Members noted the purpose of the Strategy, its 4 Key Objectives, along with information on how it was developed. The Strategy also referred to the development of an Action Plan to support the delivery of the strategic objectives over the next 3 years.

Following consideration and discussion, it was moved and seconded that the recommendation in the report be approved. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons contained in the Officers Report the Tenant Participation Strategy 2016-2019 as presented in Appendix 1 be endorsed.

7. HOUSING REPAIRS – REVIEW OF RECHARGE DISCOUNT

Following a report to Cabinet on 18th March 2015, a trial was introduced to offer tenants a 25% discount for prompt repayment of invoices for rechargeable repairs and end of tenancy works. Following from a recent review of the impact on income and recovery levels of the recent trial, the report sought Members' approval to withdraw the offer of a discount to tenants for prompt repayment.

Cabinet noted that the aim of the Rechargeable Repairs Policy was to contribute to the efficient and effective maintenance of the Council's housing stock. At the request of the repairs and Improvements Group, a 25% discount to tenants, for the payment of invoices within 35 days of receipt was introduced for a trial period, in an attempt to incentivise tenants to pay their recharges within a reasonable timescale, and to encourage more tenants to pay. If successful this would increase income to the Housing Revenue Account, despite the discount resulting in an under recovery of costs incurred in carrying out the repair works. The trial has run for approximately ten months.

Whilst there has been an improving trend in collections for rechargeable repairs and end of tenancy works over the previous four years, the trial of offering a 25% discount for prompt repayment has not, in itself, resulted in a significant increase in the number or size of payments received. Members noted that, should the trial be extended, a capital outlay would be required for IT improvements, to ensure the process could be administered effectively and the discount would constitute a subsidy to tenants from the HRA.

Following consideration and discussion, it was moved and seconded that the recommendation in the report be approved. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons contained in the Officers Report, it be agreed that the trial to offer tenants a 25% discount for payments made within 35 days of receipt of an invoice for both rechargeable and end of tenancy repairs be withdrawn.

8. VOLUNTARY SECTOR GRANTS CAPITAL ALLOCATION 2016/17

The report sought Cabinet approval for the 2016/17 capital budget allocation to the Voluntary Sector Capital Grants Fund, as required in section 4.8.2 and table 10 of the Budget Proposals 2016/17 and Medium Term Financial Strategy 2016/2021 report, which was considered by Council on the 24th February 2016.

The Budget Proposals 2016/17 and Medium Term Financial Strategy 2016/2021 report (subsequently referred to as the Budget Report) details the capital budget allocation to each service area for 2016/17. It also provided an indicative allocation for 2017/18 and 2018/19. Section 4.8.2 of the Budget Report outlined the requirement for further review and or business cases to be presented to Cabinet in order to justify the capital allocation to five service areas within the Regeneration and Planning Division. Since the Budget Report of 24th February was approved, responsibility for the Voluntary Sector Capital Grants budget has moved from Regeneration and Planning to Public Protection, with effect from 1st April 2016.

Cabinet noted that, as a result of consultation with the Interim Head of Finance, the report only sought approval of capital funding for 2016/17. Subsequent years' indicative capital budget allocations are to be considered on an annual basis.

Following consideration and discussion, it was moved and seconded that the recommendation in the report be approved. By a show of hands this was unanimously agreed.

RESOLVED that for the reasons contained in the Officers Report the 2016/17 capital allocation of £170,000 to the Voluntary Sector Capital Grants Scheme be approved.

The meeting closed at 2.39pm

Approved and signed as a correct record subject to any corrections made at the meeting held on 29th June 2016.

CHAIR



CABINET – 29TH JUNE 2016

SUBJECT: NOTICE OF MOTION - REMEDIAL ACTION TO IMPROVE AIR QUALITY ON HAFODYRYNYS ROAD

REPORT BY: ACTING DIRECTOR OF CORPORATE SERVICES AND S.151 OFFICER

- 1.1 The attached report was presented to the Health, Social Care and Wellbeing Scrutiny Committee on the 21st June 2016.
- 1.2 The recommendations of the Health, Social Care and Wellbeing Scrutiny will be reported at the meeting.

Author: A. Dredge, Committee Services Officer
Ext. 3100

Appendices:

Appendix 1 - Notice of Motion - Remedial action to improve air quality on Hafodyrynys Road

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HEALTH SOCIAL CARE AND WELLBEING COMMITTEE – 21ST JUNE 2016

**SUBJECT: NOTICE OF MOTION - REMEDIAL ACTION TO IMPROVE AIR QUALITY
ON HAFODYRYNYS ROAD**

REPORT BY: CORPORATE DIRECTOR, SOCIAL SERVICES

1. PURPOSE OF REPORT

- 1.1 To respond to a Notice of Motion asking that CCBC take all remedial action, urgently to improve air quality on Hafodyrynys Road.
- 1.2 The report is seeking the views of members prior to its presentation to Cabinet.

2. SUMMARY

- 2.1 A Notice of Motion has been received from Councillor A. Lewis.
- 2.2 The Notice of Motion meets the criteria set out in the Council's Constitution and in accordance with the Council's Rules of Procedure is now referred for consideration.

3. LINKS TO STRATEGY

- 3.1 Local Air Quality Management is a statutory requirement. Addressing air quality contributes to the Healthier Caerphilly and Greener Caerphilly, priorities within the Caerphilly Local Service Board single integrated plan, Caerphilly Delivers.
- 3.2 Addressing air quality contributes to the following Well-being Goals within the Well-being of Future Generations Act (Wales) 2015:
 - A resilient Wales
 - A prosperous Wales
 - A healthier Wales
 - A more equal Wales
 - A Wales of cohesive communities
 - A globally responsible Wales

In terms of the five ways of working set out in the sustainable development principle, as defined in the Act. Local Air Quality Management is integrated in that it contributes to a number of the Well-being goals and supports the objectives of other stakeholders. There is also an emphasis on acting to prevent problems from getting worse and a necessity for collaboration across a number of services and agencies.

4. THE REPORT

4.1 Councillor A. Lewis requests in his Notice of Motion that:-

'I call on CCBC to take all remedial action, urgently to improve air quality on Hafodyrynys Road'.

Members will be aware of recent reports in the media regarding air quality at this location.

4.2 The Environment Act 1995 introduced a strategic policy framework for air quality management. The strategy established a set of standards for a number of pollutants having regard to scientific and medical evidence on the effects on health. Local authorities are required to carry out regular reviews of air quality within their area to determine whether they comply with these standards and, where they do not, to designate an Air Quality Management Area (AQMA) and incorporate controls to improve air quality bringing it within the accepted levels.

4.3 Air quality monitoring began at Hafodyrynys in 2009, at that time a single diffusion tube was deployed on Woodside Terrace to give an indication of levels of nitrogen dioxide within the area. Initial readings suggested that there was a need to extend the monitoring and undertake a more comprehensive assessment within the area. An additional 2 diffusion tubes were placed on Hafodyrynys Road and a continuous air quality monitor was installed in September 2011.

4.4 Air quality objectives for nitrogen dioxide are 40 µg/m³ (measured as an annual average) and 200 µg/m³ (measured as a 1 hour mean) not to be exceeded more than 18 times a year. The table below shows the continuous monitoring results dating back to 2012. Whilst the annual average has remained consistent since 2013, the amount of 1 hour mean exceedances have decreased over time. The rise in this figure in 2015 will be attributable to queueing traffic during the Crumlin Junction improvements that took place between January and October.

4.5 As the air quality monitoring station is located on the roadside it is a requirement when assessing measured data to consider what levels would be at the façade of residential properties some 2 metres away. The adjusted data is also presented in the table.

Table: Air Quality Monitoring Results 2012-2015

	2012	2013	2014	2015
Continuous Monitoring Results				
Annual Average (µg/m ³) (Objective Level 40 µg/m ³)	98	68	68	68
No. of 1 hour mean exceedances (per year) 18 allowed per year	137	85	75	108
Annual Average (µg/m ³) adjusted for façade.	71	50	50	50
Diffusion Tube Monitoring Results (µg/m³)				
CCBC 48 (1 Woodside Terr)	45	48	46	42
CCBC 50 (Top Woodside Terr)	46	50	47	47
CCBC 60 (3 New Houses)	41	41	39	32

- 4.6 A Detailed Assessment of air quality was undertaken in 2013 based on monitoring data from 2012 and was submitted to Welsh Government. The Detailed Assessment confirmed that monitoring results were continuing to fail the air quality objectives for nitrogen dioxide and concluded there was a need to designate an Air Quality Management Area (AQMA). The area was designated as an AQMA at the same time that the Caerphilly Town Centre AQMA was extended in November 2013.
- 4.7 A Further Assessment report was undertaken and submitted to Welsh Government in April 2015. The Further Assessment report considered contributions from the different traffic types and modelled mitigation scenarios. The recent Crumlin Junction improvements were one of the modelled mitigation scenarios within the report. The air quality modelling study that was undertaken as part of the Crumlin Junction improvements concluded that there would be an improvement in the annual mean, a reduction of up to 23µg/m³ and that the 1 hour mean exceedances would no longer fail the air quality objective.
- 4.8 The Crumlin Junction improvements were undertaken to address peak time congestion at this key junction of the A467/A472 strategic highway network for the County Borough, improve journey time reliability for public transport bus services, and provide capacity to accommodate future development identified under the Council's Local Development Plan. The works to date have totalled £1.3m.
- 4.9 The recently completed scheme has already resulted in efficiency benefits but post scheme monitoring is ongoing, including a review of junctions outside the scope of the actual works undertaken, to better understand the impact of the scheme and identify whether further minor amendments could improve the efficiency benefits further. At least a full year of air quality monitoring data is required for to fully understand the impact/benefits of the Crumlin junction highway improvement.
- 4.10 Air quality action planning, as required by the Act, will concentrate primarily on reducing levels of nitrogen dioxide within the Air Quality Management Area, it is important to note that the pollutant of concern is traffic related. Traffic queuing and congestion is an issue along the junctions that feed the A472 not just within the confines of the Air Quality Management Area. When producing the Action Plan, it will be necessary to consider areas surrounding the junctions that feed the A472 and require an input from many services across the Local Authority as well as from external partners, local residents and businesses.
- 4.11 There is a requirement to consult members of the public during the production of the Action Plan and through an appropriate communication strategy it is intended to engage with residents, community groups and other key players and an Action Plan Steering Group meeting is proposed for September. All proposed actions will be assessed and those that are deliverable will go forward into the Hafodyrnys Air Quality Action Plan. It is envisaged that the draft Action Plan will go out to public consultation in early 2017.
- 4.12 Air quality from traffic is a national problem and is not something that can be addressed quickly; the solution often requires physical interventions as well as encouraging behavioural changes. Options in Hafodyrnys are likely to be quite limited due to the nature of the area. The topography is a large influencing factor as well as the fact that there are no alternative routes for traffic in the immediate vicinity without having to add substantial mileage to the journey.
- 4.13 In support of his Notice of Motion Cllr Lewis has also made reference to a planning application submitted to Torfaen Council. This application relates to reclamation of former opencast workings, recovery of secondary aggregates and construction of new access road affecting public rights of way. The application has not yet been determined by Torfaen Council, but the resolution of Planning Committee on 8 July 2015 was: that Torfaen County Borough Council be advised that Caerphilly County Borough Council Planning Committee raises objections to the application on the grounds of the detrimental impact on residential amenity, highway safety and air quality. A letter to that effect was sent to Torfaen Council.

5. EQUALITIES IMPLICATIONS

- 5.1 There are no equalities implications arising directly from this report as the assessment work is being undertaken by existing Council staff and by utilising existing revenue budgets.

6. FINANCIAL IMPLICATIONS

- 6.1 There are no financial implications arising directly from this report.

7. PERSONNEL IMPLICATIONS

- 7.1 There are no personnel implications associated with this report.

8. CONSULTATIONS

- 8.1 This report has been sent to the Consultees listed below and all comments received are reflected in this report.

9. RECOMMENDATIONS

- 9.1 The Notice of Motion be duly considered by the Scrutiny Committee and referred to Cabinet in accordance with the Council's Constitution.

10. REASONS FOR THE RECOMMENDATIONS

- 10.1 To be in accordance with the Council's Constitution.

11. STATUTORY POWER

- 11.1 Local Government Act 1972, Section 123 and Environment Act 1995.

Author: Maria Godfrey, Senior Environmental Health Officer
Consultees: Cllr. Nigel George, Cabinet Member for Community and Leisure Services
Cllr Lyn Ackerman, (Chair) Health Social Care and Well Being Scrutiny Committee
Cllr P Cook, (Vice Chair) Health Social Care and Well Being Scrutiny Committee
Dave Street, Corporate Director, Social Services
Ceri Edwards, Environmental Health Manager
Jacqui Morgan, Trading Standards & Licensing Manager
Gail Williams, Interim Head of Legal Services and Monitoring Officer
Clive Campbell, Transportation Engineering Manager
Tim Stephens, Development Control Manager
David A. Thomas, Senior Policy Officer (Equalities and Welsh Language)
Mike Eedy, Finance Manager
Shaun Watkins, HR Manager

Background Papers:
Air Quality Assessment Hafodyrynys 2013 & Air Quality Further Assessment Hafodyrynys 2015



CABINET – 29TH JUNE 2016

SUBJECT: WELSH LANGUAGE STANDARDS ANNUAL REPORT 2015-2016

REPORT BY: DIRECTOR OF SOCIAL SERVICES

1. PURPOSE OF REPORT

- 1.1 To inform members of the progress made during the financial year 2015-2016 against four specific areas of Welsh Language work, as required under the regulatory framework for implementing the Welsh Language Standards and the former Welsh Language Scheme.
- 1.2 The report will then be published online by the deadline date of 30th June 2016, as required by Welsh Language Standard 158.

2. SUMMARY

- 2.1 The Council has a statutory duty to produce an annual monitoring report on implementing Welsh Language issues under current legislation.
- 2.2 The information required for 2015-2016 is less than usual due to it being the transition year between the former and current legislation, covering four key areas, together with a summary of how Caerphilly County Borough Council prepared for the new statutory duties.

3. LINKS TO STRATEGY

- 3.1 Welsh Language issues are a corporate and crosscutting aspect of Council work and impact on every council policy, function and procedure, covering those aimed at the public and internal policies covering the Council's staff members.
- 3.2 The Strategic Equality Plan 2016-2020, which includes Welsh Language and compliance with the Welsh Language Standards as a strategic equality objective in its own right, has direct links with a number of other current policies and strategies, both within the Council and in terms of partnership working:
 - **Caerphilly Delivers** (the Single Integrated Plan)
 - Corporate Improvement Plan
 - Welsh in Education Strategic Plan
 - Youth Services Strategy 2014-2019
 - People Management Strategy
 - Workforce Development
 - 50+ Positive Action - action plan
 - Communications Strategy 2014-2017
- 3.3 There are also Welsh Government strategies or regulations that the Council's Welsh Language work links to, including "**Mwy Na Geiriau / More Than Words**" (the National Health and Social Care Welsh Language Strategy) and "**A living language: a language for living**" (Welsh Government's Welsh language strategy 2012 to 2017).

4. THE REPORT

- 4.1 The Welsh Language annual monitoring and improvement report must be published by the 30th June each year.
- 4.2 The report for the 2015-2016 financial year is expected, in accordance with the regulatory framework, to only publish information on four main areas of work, and Caerphilly CBC is also including a summary of the discussions and developmental work it undertook to prepare for the introduction of the Standards.
- 4.4 The report therefore presents data on the required indicators in compliance with the Standards shown below:

Detail of Reporting Requirement	Related Standard Number (and sub-clause)
<p>Complaints from the Public</p> <p>The annual report must include the number of complaints that you received during that year which related to your compliance with the standards with which you were under a duty to comply.</p>	<p>147, 148, 149, 156, 158 (2), 162, 164 (2), 168 (a), 170 (2) (d)</p>
<p>Staff Language Skills</p> <p>The number of employees who have Welsh language skills at the end of the year in question (on the basis of the records kept in accordance with standard 151);</p>	<p>170 (2) (a) 151</p>
<p>Welsh Medium Training Provision</p> <p>The number of members of staff who attended training courses you offered in Welsh during the year (on the basis of the records you kept in accordance with standard 152);</p> <p>If a Welsh version of a course was offered by you during that year, the percentage of the total number of staff attending the course who attended the Welsh version (on the basis of the records you kept in accordance with standard 152).</p>	<p>170 (2) (b) 170 (2) (c) 152</p>
<p>Recruiting to Empty Posts</p> <p>The number of new and vacant posts that you advertised during the year which were categorised as posts where:</p> <ul style="list-style-type: none"> (i) Welsh language skills were essential (ii) Welsh language skills needed to be learnt when appointed to the post (iii) Welsh language skills were desirable, (iv) Welsh language skills were not necessary <p>(on the basis of the records you kept in accordance with standard 154);</p>	<p>170 (2) (ch) 154</p>

5. EQUALITIES IMPLICATIONS

- 5.1 Full Equalities and Welsh Language assessments and consultation were undertaken on the Strategic Equality Plan and Welsh Language Scheme as they were being developed, therefore no full assessment has been made on these annual reports. The reports themselves are an assessment of achievements made by the Council under both plans.

6. FINANCIAL IMPLICATIONS

- 6.1 There are no direct financial implications to this report as the annual reports cover work already undertaken in the previous financial year.

7. PERSONNEL IMPLICATIONS

- 7.1 There are no personnel implications to these reports, although this continues to be reviewed as the work of implementing the Welsh Language Standards progresses.

8. CONSULTATION

- 8.1 The reports are based on data gathered across the service areas on implementing the previous Welsh Language Scheme during 2015-2016 and progress work on preparing for the introduction of the Welsh Language Standards. A number of the officers shown at the end of this report as consultees contributed specific reporting information for the annual report.

9. RECOMMENDATIONS

- 9.1 It is recommended that Cabinet members note the content of the annual report and endorse the publication of this information as a record of progress towards, and compliance with, the relevant Welsh Language Standards.

10. REASONS FOR RECOMMENDATIONS

- 10.1 By gathering all the required information together into these reports from the Council's service areas and from partnership working, and then publishing them, the Council is ensuring that it complies with its statutory duties under current Welsh Language legislation.

11. STATUTORY POWER

- 11.1 Welsh Language Standards (No.1) Regulations 2015, Welsh Language (Wales) Measure 2011, Human Rights Act 1998, Local Government (Wales) Measure 2011

Author - David A. Thomas, Senior Policy Officer (Equalities and Welsh Language)
Ext 4353 thomada@caerffili.gov.uk
14th June 2016

Consultees - Dave Street, Corporate Director – Social Services
Rob Hartshorn, Head of Public Protection
Kathryn Peters, Corporate Policy Manager
Anwen Rees (Equalities Training and Promotion Officer)
Sue Christopher (Human Resources)
Ian Joynes (Human Resources)
CCBC Learning from Complaints Group

General consultation also undertaken with Equalities and/or Welsh Language Officers from:

City and County of Cardiff, Torfaen CBC, Blaenau Gwent CBC, Rhondda Cynon Taf CBC, Newport CC, Monmouthshire CC, Merthyr Tydfil CBC.

Appendix 1 - Welsh Language Standards Annual Report 2016

Background Papers - Strategic Equality Plan 2016-2020
Equalities and Welsh Language Objectives and Action Plan 2016 - 2020
Various Guidance Documents
(These are available electronically for information on the Intranet Portal and on relevant pages at www.caerphilly.gov.uk/equalities)

Welsh Language Standards Annual Report 2015 - 2016

30th June 2016

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Introduction

This annual monitoring report for 2015-2016 covers the four areas required of it under the regulatory framework and demonstrates the Council's ongoing commitment to providing bilingual services to the public and staff members.

Detail of Reporting Requirement	Related Standard Number (and sub-clause)
<p>Complaints from the Public</p> <p>The annual report must include the number of complaints that you received during that year which related to your compliance with the standards with which you were under a duty to comply.</p>	<p>147, 148, 149, 156, 158 (2), 162, 164 (2), 168 (a), 170 (2) (d)</p>
<p>Staff Language Skills</p> <p>The number of employees who have Welsh language skills at the end of the year in question (on the basis of the records kept in accordance with standard 151);</p>	<p>170 (2) (a) 151</p>
<p>Welsh Medium Training Provision</p> <p>The number of members of staff who attended training courses you offered in Welsh during the year (on the basis of the records you kept in accordance with standard 152);</p> <p>If a Welsh version of a course was offered by you during that year, the percentage of the total number of staff attending the course who attended the Welsh version (on the basis of the records you kept in accordance with standard 152).</p>	<p>170 (2) (b) 170 (2) (c) 152</p>
<p>Recruiting to Empty Posts</p> <p>The number of new and vacant posts that you advertised during the year which were categorised as posts where:</p> <ul style="list-style-type: none"> (i) Welsh language skills were essential (ii) Welsh language skills needed to be learnt when appointed to the post (iii) Welsh language skills were desirable, (iv) Welsh language skills were not necessary <p>(on the basis of the records you kept in accordance with standard 154);</p>	<p>170 (2) (ch) 154</p>

The Council's 5th Welsh Language Scheme came to an end on 31st March 2016 and has been replaced by a commitment in the Council's updated Strategic Equality Plan 2016-2020. Four of the Strategic Equality Objectives explicitly include Welsh language issues, namely:

Strategic Equality Objective 4	-	Improving Communication Access
Strategic Equality Objective 6	-	Compliance with the Welsh Language Standards
Strategic Equality Objective 10	-	Diversity in the Workplace
Strategic Equality Objective 11	-	Corporate Compliance

The Council's Cabinet and Corporate Management Team have been actively involved in discussions and debates around the implementation of the Welsh Language Standards since January 2014 and have received a number of reports and presentations in order to keep them fully informed of progress prior to the first compliance date of 30th March 2016.

This annual report was published online on the 30th June 2016.

It is also available to download in pdf format on the Council's website on the dedicated Welsh Language page at www.caerphilly.gov.uk/equalities.

**This report is available in Welsh, and in other languages or formats on request.
Mae'r adroddiad hwn ar gael yn Gymraeg, ac mewn ieithoedd neu fformatau eraill ar gais.**

1. Complaints from the Public

The Council's **Strategic Equality Objective 11 – Corporate Compliance** commits the Council to monitoring Equalities and Welsh Language complaints, and staff guidance has been issued on the staff Portal and the external website giving details of how staff should deal with these issues.



During 2015 - 2016, there have been **43** instances that can be therefore classed as Equalities or Welsh Language complaints - **26** Welsh Language complaints and **17** Equalities related complaints. The information overleaf is in summary to maintain the anonymity of those making the complaints.

Equalities and Welsh language complaints data (when relevant) form part of the quarterly reporting to the Audit Committee as part of the Corporate Complaints process, and the Senior Policy Officer (Equalities and Welsh Language) and the Equalities Training and Promotion Officer are part of the Learning From Complaints Group that meets quarterly to discuss specific and cross-cutting complaints.

General Definitions

Corporate complaints are those that are due to failure of process or failure to operate Council policy correctly. These are complaints that could ultimately be forwarded to the Public Services Ombudsman or Welsh Language Commissioner for example.

Code of conduct issues around staff behaviour or attitude are dealt with via internal HR processes. Equalities and Welsh Language complaints are however something of a hybrid, in that a failure of process may be as a result of the attitudes or opinions of a staff member towards a particular group for example.

Complaints by Directorate

DIRECTORATE	EQUALITIES	WELSH LANGUAGE	TOTALS
Chief Executive	5	2	7
Corporate Services	4	11	15
Communities	6	11	17
Social Services	2	2	4
TOTALS	17	26	43

Complaint Themes

23 of the 26 Welsh Language complaints can be classed as “process” issues, where council policy has not, or allegedly had not, been followed properly in terms of providing written material, or web pages, in Welsh for example.

2 can be classed as “prevention”, where an individual has alleged that the Council’s failure to provide a Welsh language face-to-face or telephone service in Welsh has prevented them being able to speak Welsh with a council employee.

1 complaint was regarding alleged discrimination against non-Welsh speakers by the Council.

Complaint Timescales

TIMESCALES (IN WORKING DAYS)	TOTALS
0-10	17
11-20	4
21-50	4
51-70	0
71+	0
Ongoing (no final calculation yet)	1
TOTALS	26

The corporate target for responding in full to a complaint is 20 working days, therefore the overall performance shown here is very good. 17 of the 26 Welsh Language complaints were dealt with in less than half the corporate target timescale. The ongoing complaint was escalated to the Welsh language Commissioner due to their dissatisfaction with the Council’s response to their initial complaint.

2. Staff Language Skills

The ability to record Welsh language issues in terms of staff data and analysis is an integral part of the payroll system within Caerphilly County Borough Council. Financial year-end figures to 31st March 2016 are shown below and overleaf.

Compared with last year, the numbers of recorded Welsh speakers has dropped, though the percentage of Welsh speakers is only slightly lower – this difference is due to the fact that the overall numbers of Council staff has dropped since the same period last year.

LINGUISTIC PROFILE OF WORKFORCE: WELSH LANGUAGE ABILITY BY SERVICE AREA AND FLUENCY AS AT 31st MARCH 2016

i) OVERALL STAFF FIGURES

	Total Staff	Welsh Speakers	%
<i>Corporate Services</i>			
Corporate Finance	143	13	9.09
Human Resources	92	5	5.43
Information Technology & Citizen Engagement	119	8	6.72
Legal and Governance	59	7	11.86
Performance & Property	79	10	12.65
Procurement Services	73	10	13.69
<i>Total</i>	569	53	9.31
<i>Directorate of Social Services</i>			
Adult Services	1,134	47	4.14
Business Support	37	4	10.81
Children's Services	279	12	4.30
Public Protection	707	18	2.55
<i>Total</i>	2,167	81	3.74

	Total Staff	Welsh Speakers	%
Communities			
Community & Leisure Services	1,149	11	0.96
Engineering and Transport	234	8	3.42
Planning & Regeneration	407	25	6.14
Housing	337	20	5.93
WHQS Programme	169	22	13.01
Total	2,266	86	3.79
Directorate of Education & Lifelong Learning			
Learning, Education and Inclusion	430	98	22.79
Lifelong Learning and Planning & Strategy	475	40	8.42
Schools	3,656	95	2.59
Total	4,510	233	5.17
COUNCIL TOTALS	8,939	453	5.07

NOTES

- As with previous reports, the figures in **B i)** above are the total number of people per directorate who have completed the Linguistic Skills form noting Welsh Language skills.
- The figures shown in **B ii)** to **B v)** that follow refer to levels of fluency of Welsh speakers per service area and cannot be compared directly with the totals shown in **B i)** because a column that refers to staff who can read, speak, understand and write is one person not four different people.
- Since the introduction of the Welsh Language Standards and the ongoing low numbers recorded on the system, CCBC Human Resources over the summer of 2016 will be undertaking a corporate drive to increase the figures held on iTrent in order to tackle this issue.

ii) CORPORATE SERVICES

Corporate Finance	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading		2	2	7	2
Speaking/Use		1	1	10	1
Understanding			3	10	
Writing			2	9	2
Total Staff	13				

Human Resources	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading		3		1	1
Speaking/Use	1	2		2	
Understanding	1	2		2	
Writing		3			2
Total Staff	5				

IT & Citizen Engagement	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	2	1		5	
Speaking/Use	2	1		5	
Understanding	3			5	
Writing	3			5	
Total staff	8				

Legal & Governance	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading		2	1	2	2
Speaking/Use		2	1	3	1
Understanding		2	1	3	1
Writing		2	1	2	2
Total staff	7				

Performance & Property	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	4		1	5	
Speaking/Use	4		1	5	
Understanding	4			6	
Writing	4			6	
Total staff	10				

Procurement	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	1	1	2	3	3
Speaking/Use	1	1	1	6	1
Understanding	1		3	3	3
Writing	1	1	1	4	3
Total staff	10				

iii) DIRECTORATE OF SOCIAL SERVICES

Adult Services	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	10	14	5	13	5
Speaking/Use	10	7	13	16	1
Understanding	12	10	7	16	2
Writing	8	12	9	12	6
Total staff	47				

Business Support	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	1			3	
Speaking/Use			1	3	
Understanding			1	3	
Writing		1		3	
Total staff	4				

Children's Services	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	1		3	6	2
Speaking/Use	1		3	5	3
Understanding	1		2	6	3
Writing	1		3	4	4
Total staff	12				

Public Protection	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	3	2	2	8	3
Speaking/Use	3	1	1	11	2
Understanding	2	2	3	9	2
Writing	2	2	2	9	3
Total staff	18				

iv) COMMUNITIES

Community and Leisure Services	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	1		5	4	1
Speaking/Use	1		4	4	2
Understanding	1		4	5	1
Writing	1		4	4	2
Total staff	11				

Engineering & Transport	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	2	2	2	2	
Speaking/Use	2	3	1	2	
Understanding	2	3	1	2	
Writing	2	1	3	2	
Total staff	8				

Housing	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	1	1		11	7
Speaking/Use	1		1	15	3
Understanding	1	1		16	2
Writing	1	1		10	8
Total staff	20				

Planning & Regeneration	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	4	3	3	11	4
Speaking/Use	3	2	4	14	2
Understanding	4	2	4	14	1
Writing	3	2	2	14	4
Total staff	25				

WHQS Programme	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading			2	17	3
Speaking/Use			1	21	
Understanding			3	18	1
Writing			1	16	5
Total staff	22				

v) **DIRECTORATE OF EDUCATION & LIFELONG LEARNING**

Learning Education & Inclusion	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	11	6	4	48	29
Speaking/Use	9	6	6	69	8
Understanding	8	8	6	71	5
Writing	8	7	5	44	34
Total staff	98				

Lifelong Learning & Planning & Strategy	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	3	2	6	24	5
Speaking/Use	3	3	5	28	1
Understanding	3	3	4	28	2
Writing	3	2	4	25	6
Total staff	40				

Schools	Fluently	Quite Well	Moderately	A Little	Level Undisclosed
Reading	58	5	6	22	4
Speaking/Use	58	4	5	26	2
Understanding	22	4	7	22	40
Writing	57	4	6	23	5
Total staff	95				

3. Welsh Medium Training Provision

By the current academic year 2015-2016, **1497** of the Council's staff and staff of partner organisations have now been on conversational Welsh classes ranging from taster courses for absolute beginners, up to and including 'A' level courses.

During the year in question, Caerphilly CBC also arranged conversational and awareness raising training for Blaenau Gwent and Newport Councils as well as external partners and for its own staff, and the following table shows the numbers of staff involved:

COURSE TYPE OFFERED	NUMBER OF COURSES	CAERPHILLY	BLAENAU GWENT	NEWPORT	OTHER EXTERNAL
30 Week	31	40	-	-	-
2 Day Welsh Taster	7	21	11	-	8
10 Week Welsh Taster	1	7	-	-	-
Welsh Language Awareness	17	3	155	92	3
Welsh Language Standards Awareness	1	3	-	-	-
Withdrawn	-	14	20	3	1

Caerphilly Staff Figures – 2001-2016

Academic Year	Year courses	Taster Courses	Total Learners	(Numbers withdrawn)
2001 – 2002	46	0	46	(0)
2002 – 2003	66	0	66	(11)
2003 – 2004	84	37	121	(17)
2004 – 2005	70	43	113	(15)
2005 – 2006	61	77	138	(10)
2006 – 2007	66	27	93	(12)
2007 – 2008	68	38	106	(7)
2008 – 2009	43	58	101	(9)
2009 – 2010	48	50	98	(13)
2010 – 2011	50	33	83	(1)
2011 – 2012	52	21	73	(2)
2012 – 2013	52	22	74	(3)
2013 – 2014	61	142	203	(16)
2014 – 2015	56	58	114	(13)
2015 – 2016	40	28	68	(14)
TOTALS	863	634	1497	(143)

The 2 day Welsh courses are run as a collaboration with several other S E Wales authorities and organisations. They meet monthly as **Grŵp Deddf** and have been running these courses annually for several years and always prove to be very popular and successful.

The 10 Week Welsh Taster course was arranged following a request from staff at a Residential Home in the county borough. 7 people registered to attend the course and the tutor, a keen violinist, plays Welsh songs to the residents of the care home following each session and all staff and residents are able to sing along.

The full training report for the academic year 2014-2015 can be found online at www.caerphilly.gov.uk/equalities on the Training page, and the report for the academic year 2015-2016 will be published there by the Autumn of 2016 as in previous years.

On the basis of the requirements of the Standards, no courses were offered in Welsh on the 30th or 31st March 2016, therefore there are no staff figures to record. The above information is published here to provide continuity with previous reports.

4. Recruiting to Empty Posts

The number of new and vacant posts advertised since 30th March categorised as posts where:

- (i) Welsh language skills were essential

15

- (ii) Welsh language skills needed to be learnt when appointed to the post

0

Welsh language training courses have been available to all staff free of charge since the 2001-2002 academic year (see **Section 3** previously)

- (iii) Welsh language skills were desirable,

1

- (iv) Welsh language skills were not necessary

177 including school vacancies

In relation to the Welsh Language Skills assessments in relation to vacancies/new posts in line with Standard 136, Human Resources are in discussion that all posts will have **Welsh desirable** as a standard requirement across the council, and that the assessment will consider whether that need to change to **Welsh essential**.

The assessment and supporting evidence will then form part of the business case that is necessary to gain permission to fill a vacant post or create new ones.

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CABINET – 29TH JUNE 2016

SUBJECT: CLOSURE OF THE KEY STAGE 2 SPECIALIST RESOURCE BASE FOR CHILDREN WITH HEARING IMPAIRMENT AT HENDRE JUNIOR SCHOOL, AND RE-DESIGNATION OF THE SOCIAL INCLUSION CLASS AT CEFN FFOREST PRIMARY SCHOOL: OUTCOME OF THE FORMAL CONSULTATION PROCESS

REPORT BY: CHIEF EDUCATION OFFICER

1. PURPOSE OF REPORT

- 1.1 To update Cabinet on the formal consultation process and to seek a decision on the proposals.

2. LINKS TO STRATEGY

- 2.1 The report links to the Additional Learning Needs Review of specialist provision across Caerphilly County Borough.

3. THE REPORT

- 3.1 Cabinet, at its meeting on 9th December 2015, agreed to proceed to a formal consultation process in relation to the above proposals
- 3.2 A formal consultation process (accompanied by consultation documents) took place between 4th January 2016 and 14th February 2016.
- 3.3 On 16th March 2016 Cabinet agreed to proceed to Statutory Notice. Statutory Notices related to both proposals were issued on 11th April 2016 (Appendix 1). As indicated in the School Organisation Code all consultees were notified and were given an opportunity to object to the proposals (Appendix 2). The 'objection period' finished on 9th May 2016. No objections to the proposals were received by the Local Authority.

4. EQUALITIES IMPLICATIONS

- 4.1 Community and equality impact assessments were completed in relation to both proposals in accordance with the School Organisation Code. These were included in the report to Cabinet on 16th March 2016.

5. FINANCIAL IMPLICATIONS

- 5.1 There are no financial implications related to this report.

6. PERSONNEL IMPLICATIONS

- 6.1 Alternative arrangements have been made with regard to all staff at Hendre Junior SRB. In relation to staff in Cefn Fforest any staff affected will be fully consulted along with trade union representatives and supported through HR processes.

7. CONSULTATIONS

- 7.1 A full list of consultees is attached as Appendix 3.

8. RECOMMENDATIONS

- 8.1 Cabinet are asked to make a decision to formally approve the proposals to close the Key Stage 2 Specialist Resource Base (SRB) for children with hearing impairment (HI) at Hendre Junior School and to re-designate of the key stage 2 Social Inclusion class at Cefn Fforest Primary School.

9. REASONS FOR THE RECOMMENDATIONS

- 9.1 Current provision is no longer fit for purpose and needs to be revised in order to ensure that the additional learning needs of children and young people are fully met.

10. STATUTORY POWER

- 10.1 The School Organisation Code (section 1.13) 2013.
- 10.2 This is a Cabinet function.

Author: Jacquelyn Elias E-Mail: eliasj@caerphilly.gov.uk
Consultees: Mr C Burns, Chief Executive
Mrs Keri Cole, Chief Education Officer
Mr Bleddyn Hopkins, Assistant Director
Councillor Derek Havard, Cabinet Member for Education
Mrs Lynne Donovan, Personnel Manager
Mrs Gail Williams, Interim Head of Legal Services
Mrs Jane Southcombe, Financial Services Manager
Mr John Farmer, Head Teacher, Hendre Junior School
Chair of Governors, Hendre Junior School
Mrs Julie Farmer, Head Teacher Cefn Fforest Primary School
Chair of Governors, Cefn Fforest Primary School

Background Papers:

1. Consultation document on the proposal to re-designate the key stage 2 Social Inclusion Class at Cefn Fforest Primary School.
2. Consultation document on the proposal to close the Specialist Resource Base at Hendre Junior School
3. Report to Cabinet 9.12.15
4. Report to Cabinet 16.3.16

Appendices:

- Appendix 1: Statutory Notices in relation to the re-designation of the Social Inclusion class at Cefn Fforest Primary School and closure to the HI SRB at Hendre Junior School
- Appendix 2: Notification letters to consultees
- Appendix 3: List of consultees for proposals relating to Cefn Fforest Primary School and Hendre Junior School

Appendix 1

CYNGOR BWRDEISTREF SIROL CAERFFILI CAERPHILLY COUNTY BOROUGH COUNCIL

Hysbysiad statudol i derfynu'r Ganolfan Adnoddau Arbenigol ar gyfer plant â nam ar eu clyw yn Ysgol Iau Hendre

Cyngor Bwrdeistref Sirol Caerffili, Cyfadran Addysg a Dysgu Gydol Oes, Tŷ Penallta, Parc Tredomen, Ystrad Mynach, Hengoed, CF82 7PG

Rhoddir hysbysiad yn umol ag adran 42 o'r Ddeddf Safonau a Threfniadaeth Ysgolion 2013 a'r Cod Trefniadaeth Ysgolion y mae Cyngor Bwrdeistref Sirol Caerffili, ar ôl ymgynghori â'r bobl hynny yn ôl yr angen, yn bwriadu derfynu'r Ganolfan Adnoddau Arbenigol ar gyfer plant â nam ar eu clyw yn Ysgol Iau Hendre, Heol Cenydd Sant, Trecenydd, Caerffili, CF83 2RP. Cynhelir yr ysgol ar hyn o bryd gan Gyngor Bwrdeistref Sirol Caerffili.

Cynhaliodd Cyngor Bwrdeistref Sirol Caerffili gyfnod o ymgynghori cyn penderfynu cyhoeddi'r cynnig hwn. Mae adroddiad ymgynghori sy'n cynnwys crynodeb o'r materion a godwyd gan y sawl yr ymgynghorwyd â hwy ac ymatebion y cynigiwr ar gael ar www.caerffili.gov.uk

Bwriedir gweithredu'r cynigion ar 31ain Awst 2016.

Ar hyn o bryd does dim disgyblion yn mynychu'r Ganolfan Adnoddau Arbenigol yn Ysgol Iau Hendre, felly nid oes angen darpariaeth arall ac nid oes unrhyw oblygiadau o ran cludiant i'r ysgol.

O fewn cyfnod o 28 diwrnod ar ôl dyddiad cyhoeddi'r cynigion hyn, hynny yw erbyn 9fed Mai 2016 gall unrhyw un wrthwynebu'r cynigion.

Dylid anfon gwrthwynebiadau at Y Prif Swyddog Addysg, Tŷ Penallta, Tredomen, Ystrad Mynach, CF82 7PG

Ebost: ymgynghoriadysgol@caerffili.gov.uk

Keri Cole
Chief Education Officer
Ar ran yr Awdurdod Lleol
[11eg Ebrill 2016].

NODYN ESBONIADOL

Mae'r Awdurdod Lleol yn bwriadu cau'r ganolfan adnoddau arbenigol ar gyfer plant â nam ar eu clyw yn Ysgol Iau Hendre.

Digwyddodd cyfnod o ymgynghori rhwng Ionawr 4ydd a 14eg Chwefror 2016. Mae adroddiad yr ymgynghoriad ar gael ar www.caerffili.gov.uk

Os ydych yn dymuno gwrthwynebu'r cynigion hyn, ysgrifennwch at Y Prif Swyddog Addysg, Tŷ Penallta, Tredomen, Ystrad Mynach, CF82 7PG neu ebostiwch ymgynghoriadysgol@caerffili.gov.uk

Statutory notice to discontinue the Specialist Resource Base for children with a hearing impairment at Hendre Junior School

Caerphilly County Borough Council, Education and Lifelong Learning Directorate, Penallta House, Tredomen, Ystrad Mynach CF82 7PG.

Notice is given in accordance with section 42 of the School Standards and Organisation Act 2013 and the School Organisation Code that Caerphilly County Borough Council, having consulted such persons as required, propose to discontinue the Specialist Resource Base for children with a hearing impairment at Hendre Junior School, St Cenydd Road, Trecenydd, Caerphilly, CF83 2RP. The school is currently maintained by Caerphilly County Borough Council.

Caerphilly County Borough Council undertook a period of consultation before deciding to publish this proposal. A consultation report containing a summary of the issues raised by consultees and the proposer's responses is available on www.caerphilly.gov.uk

It is proposed to implement the proposals on 31st August 2016. There are currently no pupils attending the Specialist Resource Base at Hendre Junior School, therefore no alternative provision is required and there are no implications for school transport.

Within a period of 28 days after the date of publication of these proposals, that is to say by 9th May 2016 any person may object to the proposals.

Objections should be sent to **The Chief Education Officer, Penallta House, Tredomen, Ystrad Mynach, CF82 7PG**

Email: schoolconsultation@caerphilly.gov.uk

Keri Cole
Chief Education Officer
For the Local Authority
[11th April 2016].

EXPLANATORY NOTE

The Local Authority is proposing to close the specialist resource base for children with a hearing impairment at Hendre Junior School.

A period of consultation took place between January 4th and 14th February 2016. The consultation report is available on www.caerphilly.gov.uk

If you wish to object to these proposals please write to **The Chief Education Officer, Penallta House, Tredomen, Ystrad Mynach, CF82 7PG** or email schoolconsultation@caerphilly.gov.uk

**CYNGOR BWRDEISTREF SIROL CAERFFILI
CAERPHILLY COUNTY BOROUGH COUNCIL**

**Hysbysiad statudol i ail-ddynodi'r
Dosbarth Cynhwysiant Cymdeithasol
Cyfnod Allweddol 2 yn Ysgol Gynradd
Cefn Fforest**

Cyngor Bwrdeistref Sirol Caerffili, Cyfadrann Addysg a
Dysgu Gydol Oes, Tŷ Penallta, Parc Tredomen, Ystrad
Mynach, Hengoed, CF82 7PG

Rhoddir hysbysiad yn unol ag adran 42 o'r Ddeddf
Safonau a Threfniadaeth Ysgolion 2013 a'r Cod
Trefniadaeth Ysgolion y mae Cyngor Bwrdeistref Sirol
Caerffili, ar ôl ymgynghori â'r bobl hynny yn ôl yr
angen, yn bwriadu ail-ddynodi'r Dosbarth Cynhwysiant
Cymdeithasol Cyfnod Allweddol 2, yn Ysgol Gynradd
Cefn Fforest, Coedlan Cefn Fforest, Cefn Fforest, Coed
Duon, NP12 3JX, i leoliad arbenigol Anghenion Cymhleth
Cyfnod Sylfaen. Cynhelir yr ysgol ar hyn o bryd gan
Cyngor Bwrdeistref Sirol Caerffili.

Cynhaliodd Cyngor Bwrdeistref Sirol Caerffili gyfnod
o ymgynghori cyn penderfynu cyhoeddi'r cynnig lwn.
Mae adroddiad ymgynghori sy'n cynnwys crynodeb o'r
materion a godwyd gan y sawl yr ymgynghorwyd â hwy
ac ymatebion y cynigiwr ar gael ar www.caerffili.gov.uk

Bwriedir gweithredu'r cynigion ar 31ain Rhagfyr 2016.

Erbyn y 31ain Rhagfyr 2016 bydd plant sy'n mynychu'r
Dosbarth Cynhwysiant Cymdeithasol yng Nghewn Fforest
ar hyn o bryd wedi dychwelyd i'w hysgol dalgylch neu
wedi'u rhoi mewn darpariaeth arbenigol arall. Gan fydd
disgyblion o'r dosbarth Cynhwysiant Cymdeithasol
yn bennaf yn dychwelyd i'w hysgolion dalgylch, bydd
unrhyw gludiant yn cael ei ddarparu yn unol â pholisi
cludiant y Cyngor

O fewn cyfnod o 28 diwrnod ar ôl dyddiad cyhoeddi'r
cynigion hyn, hynny yw erbyn 9fed Mai 2016 gall unrhyw
un wrthwynebu'r cynigion.

Dylid anfon gwrthwynebiadau at Y Prif Swyddog Addysg,
Tŷ Penallta, Tredomen, Ystrad Mynach, CF82 7PG

Ebost: ymgyngoriadysgol@caerffili.gov.uk

Keri Cole
Chief Education Officer
Ar ran yr Awdurdod Lleol
[11eg Ebrill 2016].

NODYN ESBONLADOL

Mae'r Awdurdod Lleol yn bwriadu ail-ddynodi'r Dosbarth
Cynhwysiant Cymdeithasol Cyfnod Allweddol 2 yn Ysgol
Gynradd Cefn Fforest i leoliad arbenigol Anghenion
Cymhleth Cyfnod Sylfaen. Digwyddodd cyfnod o
ymgyngori rhwng Ionawr 4ydd a 14eg Chwefror 2016. Mae
adroddiad yr ymgynghoriad ar gael ar www.caerffili.gov.uk

Os ydych yn dymuno gwrthwynebu'r cynigion hyn,
ysgrifennwch at Y Prif Swyddog Addysg, Tŷ Penallta,
Tredomen, Ystrad Mynach, CF82 7PG neu ebostiwch
ymgyngoriadysgol@caerffili.gov.uk

**Statutory notice to re- designate
the key stage 2 Social Inclusion
Class at Cefn Fforest
Primary School**

Caerphilly County Borough Council, Education and
Lifelong Learning Directorate, Penallta House, Tredomen,
Ystrad Mynach CF82 7PG.

Notice is given in accordance with section 42 of the
School Standards and Organisation Act 2013 and the
School Organisation Code that Caerphilly County
Borough Council, having consulted such persons as
required, propose to re- designate the key stage 2 Social
Inclusion Class at Cefn Fforest Primary School, Cefn
Fforest Avenue, Cefn Fforest, Blackwood, NP12 3JX, to
a Foundation Phase Complex Needs specialist setting.
The school is currently maintained by Caerphilly County
Borough Council.

Caerphilly County Borough Council undertook a period
of consultation before deciding to publish this proposal.
A consultation report containing a summary of the issues
raised by consultees and the proposer's responses is
available on www.caerphilly.gov.uk.

It is proposed to implement the proposals on 31st
December 2016.

By 31st December 2016 children currently attending the
Social Inclusion Class at Cefn Fforest will have returned
to their catchment school or been placed in alternative
specialist provision. As pupils from the Social Inclusion
class will mainly be returning to their catchment schools
any transport will be provided in accordance with the
Council's transport policy

Within a period of 28 days after the date of publication of
these proposals, that is to say by 9th May 2016 any person
may object to the proposals.

Objections should be sent to The Chief Education
Officer, Penallta House, Tredomen, Ystrad Mynach,
CF82 7PG

Email: schoolconsultation@caerphilly.gov.uk

Keri Cole
Chief Education Officer
For the Local Authority
[11th April 2016].

EXPLANATORY NOTE

The Local Authority is proposing to re- designate the key
stage 2 Social Inclusion Class at Cefn Fforest Primary
School to a Foundation Phase Complex Needs specialist
setting. A period of consultation took place between
January 4th and 14th February 2016. The consultation
report is available on www.caerphilly.gov.uk

If you wish to object to these proposals please write
to The Chief Education Officer, Penallta House,
Tredomen, Ystrad Mynach, CF82 7PG or email
schoolconsultation@caerphilly.gov.uk

Appendix 2



Letter sent to Parents / Guardians and Governors
Hendre Junior School
11th April 2016

Dear

Proposals to close the Specialist Resource Base at Hendre Junior School.

As you will be aware between January 4th and February 14th 2016 Caerphilly County Borough Council undertook consultation with regard to the proposal to close the Specialist Resource Base at Hendre Junior School.

At the Council's Cabinet meeting held on 16th March 2016 it was agreed to proceed with these proposals. A Statutory Notice relating to this proposal is attached to this letter and will also be published on the council's web page, <http://www.caerphilly.gov.uk/My-Council/Consultations/School-consultations> on 11th April 2016.

The web page also includes the consultation report presented to Cabinet on 16th March and the original consultation documents. Should anyone wish to make a statutory objection to this proposal they may do so within a period of 28 days after the date of publication of the Statutory Notice, that is to say by 9th May 2016. Any objections should be in writing and sent to:

- Keri Cole, Chief Education Officer, Penallta House, Tredomen, Ystrad Mynach. CF82 7PG or by email to
- schoolconsultation@caerphilly.gov.uk

Yours sincerely,

Jacquelyn Elias
Service Manager, Additional Learning Needs

Appendix 2



Letter sent to Parents / Guardians
Cefn Fforest Primary School
11th April 2016

Dear

Proposals to re-designate the Social Inclusion Class at Cefn Fforest Primary School to a Foundation Phase Complex Needs Specialist Resource Base.

As you will be aware between January 4th and February 14th 2016 Caerphilly County Borough Council undertook consultation with regard to the proposal to re-designate the Social Inclusion Class at Cefn Fforest Primary School to a Foundation Phase Complex Needs Specialist Resource Base.

At the Council's Cabinet meeting held on 16th March 2016 it was agreed to proceed with these proposals. A Statutory Notice relating to this proposal is attached to this letter and will also be published on the council's web page, <http://www.caerphilly.gov.uk/My-Council/Consultations/School-consultations> on 11th April 2016.

The web page also includes the consultation report presented to Cabinet on 16th March and the original consultation documents. Should anyone wish to make a statutory objection to this proposal they may do so within a period of 28 days after the date of publication of the Statutory Notice, that is to say by 9th May 2016. Objections should be in writing and sent to:

- Keri Cole, Chief Education Officer, Penallta House, Tredomen, Ystrad Mynach. CF82 7PG or by email to
- schoolconsultation@caerphilly.gov.uk

Yours sincerely,

Jacquelyn Elias
Service Manager, Additional Learning Needs

Appendix 2

Email sent to wider consultation group (see Appendix 3) 11th April 2016

Dear Consultee,

In line with procedures contained in the School Organisation Code (2013) between January 4th and February 14th 2016 Caerphilly County Borough Council undertook consultation with regard to the following proposals,

- To close the Specialist Resource Base at Hendre Junior School
- To re-designate the Social Inclusion Class at Cefn Fforest Primary School to a Foundation Phase Complex Needs Specialist Resource Base.

At the Council's Cabinet meeting held on 16th March 2016 it was agreed to proceed with these proposals. Statutory Notices in respect of both proposals are attached and will be published on the council's web page <http://www.caerphilly.gov.uk/My-Council/Consultations/School-consultations> on 11th April 2016. The web page also includes the consultation report presented to Cabinet on 16th March and the original consultation documents.

Should anyone wish to make a statutory objection to either proposal they may do so within a period of 28 days after the date of publication of the Statutory Notice, that is to say by 9th May 2016. Objections should be in writing and sent to:

Keri Cole, Chief Education Officer, Penallta House, Tredomen, Ystrad Mynach. CF82 7PG or by email to

schoolconsultation@caerphilly.gov.uk

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Appendix 3

List of Consultees for Proposals relating to Cefn Fforest Primary School

- The Cabinet Member for Education, Caerphilly Borough Council
- All current serving Caerphilly County Borough Council Councillors
- Chief Education Officer, Newport City Council
- Director of Education Monmouthshire County Borough Council
- Chief Education Officer, Torfaen County Borough Council
- Chief Education Officer, Blaenau Gwent County Borough Council
- Church in Wales, Llandaff
- Roman Catholic Diocesan Authority, Cardiff
- The Governing Body of Cefn Fforest Primary School
- Parents and Carers of all pupils attending Cefn Fforest Primary School
- Staff at Cefn Fforest Primary School
- The Welsh Minister for Education and Skills
- The constituent Assembly Member for Caerphilly
- The regional Assembly Members
- The Member of Parliament for Caerphilly
- Estyn
- Teaching and Trades Unions
- The South East Wales Education Achievement Service
- Caerphilly Transport Department
- The Gwent Police and Crime Commissioner
- Aneurin Bevan University Health Board
- Gwent Hearing Impaired Service

List of Consultees for Proposals relating to Hendre Junior School

- The Cabinet Member for Education, Caerphilly Borough Council
- All current serving Caerphilly County Borough Council Councillors
- Chief Education Officer, Newport City Council
- Director of Education Monmouthshire County Borough Council
- Chief Education Officer, Torfaen County Borough Council
- Chief Education Officer, Blaenau Gwent County Borough Council
- Church in Wales, Llandaff
- Roman Catholic Diocesan Authority, Cardiff
- The Governing Body of Hendre Junior School
- Parents and Carers of all pupils attending Hendre Junior School
- Staff at Hendre Junior School
- The Welsh Minister for Education and Skills
- The constituent Assembly Member for Caerphilly
- The regional Assembly Members
- The Member of Parliament for Caerphilly
- Estyn
- Teaching and Trades Unions
- The South East Wales Education Achievement Service
- Caerphilly Transport Department
- The Gwent Police and Crime Commissioner
- Aneurin Bevan University Health Board
- Gwent Hearing Impaired Service



CABINET – 29TH JUNE 2016

SUBJECT: GOVERNANCE ARRANGEMENTS SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE (EAS)

REPORT BY: CHIEF EDUCATION OFFICER

1. PURPOSE OF REPORT

- 1.1 To seek approval to formally agree the Supplemental Agreement to the Collaboration and Members Agreement (CAMA) for the Education Achievement Service (EAS) April 2016.

2. SUMMARY

- 2.1 A series of proposed changes to the original agreement have been outlined in the updated agreement. These include :
- Governance arrangements that ensure the LAs and the EAS are complying with requirements of the National Model for Regional Working.
 - The way in which grants can be dealt with by the EAS – the first change being that all grants will now be channelled through the Directors group in first instance. There is a detailed process that explains how this will work in practice. The EAS will report on this regularly to both the directors/heads of education and the Executive Members for Education in each of the LAs.
 - The EAS' ability to provide services to customers other than the South East Wales Consortium (SEWC) LAs for a fee and subject to scrutiny and approval from the Joint Executive Group (JEG). The EAS may proceed with such a commission without prior JEG consent when:
 - the contract is valued at up to £50k but carries no risk/will have no impact on agreed delivery outcomes
 - the contract is valued up to £15k and may/will have an impact on agreed delivery outcomes
 - the EAS has taken appropriate advice on any VAT liabilities that entering into such a contract may give rise to and these are factored into the detail of the contract.
 - The EAS has taken appropriate legal advice in drawing up the contract.
 - The EAS will inform the next JEG meeting of all new contracts that exceed £10,000 over a financial year.
 - In the event the EAS core service costs more than predicted, in line with prior JEG approval, each LA will pay its proportional share on this overspend. However, the EAS in negotiation with the LAs will repay this "loan" over an agreed period through reducing the core service charge each LA pays for an agreed period.

3. LINKS TO STRATEGY

- 3.1 Service Improvement Plan
EAS Business Plan
Well-being of Future Generations Act 2015

4. THE REPORT

- 4.1 The South East Wales Education Achievement Service was established as a limited company in July 2012. Its prime function is to raise standards in education across the region. Newport, Torfaen, Caerphilly, Blaenau Gwent and Monmouthshire Councils have commissioned the EAS to act as the preferred partner to deliver a school improvement service across the consortium.
- 4.2 In March 2013, the Minister for Education and Skills introduced of a statutory 'National Model for Regional School Improvement'. The requirements of this resulted in a number of changes to the governance arrangements between the EAS and the five LAs in SEWC. As a result, additional external legal advice has been sought and this paper outlines the major changes being proposed to the original agreement made between the LAs that will require approval from each Council.

5. PROPOSED CHANGES TO THE COLLABORATION AND MEMBERS AGREEMENT

Governance

- 5.1 While the EAS continues as a company the composition of its Company Board has been refreshed in line with the National Model and is now constituted by:

- a Senior Cabinet Member from each LA cabinet (one who has a brief other than education). These are voting members of the Company Board.

The following are invitees to Boards meetings and may advise the Board but do not have voting rights and are not directors of the Company:

- a lead Chief Executive and Lead Director of Education.
- four expert external advisers appointed by the EAS and SEWC LAs jointly following an open public application and appointment process.

- 5.2 An Audit Committee has been formed, made up of two non-executive members from each of the five local authorities from the SEWC region. The Audit Committee function in an advisory capacity to the EAS Company Board and meet quarterly. The terms of reference of this committee cover the following aspects; financial reporting, internal controls and external / internal auditors, risk management, compliance with law and regulation, technology, conflict of interest and reporting on value for money.
- 5.3 The JEG is made up from each of the Executive Members for Education in each of the LAs. It provides oversight and feedback for EAS operations and can make recommendations to the EAD MD and Board, although these are not binding.

Additionally the JEG receives and reviews:

- Reports on the performance of schools across the region
- Updates on policy developments and specific projects undertaken for Welsh Government
- Funding issues including use of grants and their impact
- JEG considers proposals from the EAS to provide services beyond the five LAs including the nature and scope of this work, its possible impact on all services provided to SEWC LAs and any financial benefits and risks arising from these additional commissions particularly as the SEWC LAs may be liable for any loss.

Grants

- 5.4 It is proposed that the way grants can be dealt with by the EAS is changed. The EAS often receives offers of grants from government, the majority of which are expected. However, there are also frequent offers of additional grant that arrive after the business plan has been agreed with the LAs or is otherwise “unexpected”. The conditions of these grants can be such that a rapid decision is required to ensure the grant is required, will not inhibit delivery of core services and adds value to what the EAS can offer.

To seek approval, it is proposed for all grant offers that the EAS will email the Directors of Education and the members of the Education Finance group outlining the grant offer, the value it offers in terms of improved outcomes and indicating how core service commitment will be maintained.

In the unlikely event LAs do not provide instructions after 10 working days of notification, only then will the decision whether to accept the grant or not will lie with the EAS. If there is dispute between the directors / heads of education on whether the grant should be accepted or not this will be considered and determined by the JEG in the next available meeting.

The EAS will report on the impact of grants in line with the Business Plan reporting procedures to both the directors / heads of education and the Executive Members for Education in each of the LAs.

This provision allows grant offers to be processed quickly and thoroughly and still ensures oversight and control of risk via the Directors and JEG.

EAS – Contracts other than from SEWC

- 5.5 It is proposed to enable the EAS the ability to provide services to other customers other than the SEWC LAs for a fee and subject to scrutiny and approval from JEG.

The EAS may only proceed with such a commission without prior JEG consent when:

- The contract is valued at up to £50k but carries no risk/ will have no impact on agreed delivery outcomes
- The contract is valued up to £15k and may/ will have an impact on agreed delivery outcomes.
- The EAS has taken appropriate advice on any VAT liabilities that entering into such a contract may give rise to and these are factored into the detail of the contract.
- The EAS has taken appropriate legal advice in drawing up the contract in line with the EAS Procurement Policy
- The EAS will inform the next JEG meeting of all new contracts entered into since the last meeting.
- Any contract will have no impact on agreed delivery outcomes up to £50,000 or up to £15,000 if the activity will have an impact on agreed delivery outcomes.

This provision will allow the EAS to income generate. In addition to developing services that may be of value to the SEWC LAs as part of their future core service provision, this income generation may also support the funding model for the EAS.

However, notwithstanding the requirement to seek approval from JEG as outlined above this expansion of the company’s remit does carry some additional risk. Should the EAS deliver a service that results in a loss or a claim, the SEWC LAs would be ultimately responsible to meet these losses. Given the enhanced governance and reporting requirements outlined earlier in this report, it is suggested this risk is manageable.

Risks

5.6 There are a number of risks associated with the proposed changes:

- Failure to ensure the governance arrangements are compliant with Welsh Government requirements could expose each of the SEWC LAs to risk of challenge directly from WG and from Estyn during the next round of LA (and Consortia) inspections.
- Consultees believe the updated governance arrangements (which are in place in effect but need to be ratified) have strengthened the EAS' ability to deliver better services to learners and LAs – this could be threatened if they are not formally adopted.
- New Clause 8.9.4 of the CAMA (relating to grants and how they will be dealt with) brings in a new arrangement that each LA should be satisfied reflects their own constitutional arrangements.
- New Clause 11A of the CAMA (relating to the EAS potential accepting contracts from non SEWC LAs or others) may carry the risk of the EAS not providing all of the core services and/or being the subject of a claim which the SEWC LAs would be ultimately responsible for.
- The EAS will need to ensure they have taken appropriate expert advice on all tax liabilities that may arise from their provision of services to other parties (other than SEWC LAs) who may wish to commission their work. Any additional costs associated with this type of work must be factored in to the value of the contract in the first instance, so no liability for tax is borne by the SEWC LAs.
- New Schedule 2 (outlining what happens in the event of an unexpected overspend for core services) means that LAs could face additional costs in a given year but be “repaid” these through reduced contributions over subsequent years.

Given the strengthened governance arrangements and the control measures already in place, it is considered these risks are manageable.

There are no direct human resource implications arising from these proposals, however, the EAS is required to seek expert professional advice on tax liabilities that may arise from providing services to other organisations and to procure appropriate legal advice as required. The cost of this advice and any level of required enhanced professional indemnities associated with these additional contracts must be built in to the contract value.

5.7 Monitoring and Evaluation

5.7.1 The EAS continues to work closely with each of the LAs directly and via a series of joint working groups with participants from each LA looking at finance, school improvement, additional learning needs and safeguarding. These groups report directly to Directors of Education and termly to JEG.

5.7.2 JEG, the Banker Authority, the Audit Committee and the Company Board work closely with managing director of the EAS to ensure effective communication, understanding of the financial context of the business and to manage risk in a way that maximizes benefit to children and staff across the region while minimizing LAs' exposure to unexpected costs.

5.7.3 Welsh Government both directly and via Estyn and the Wales Audit Office also scrutinise the EAS work and systems regularly.

6. EQUALITIES IMPLICATIONS

6.1 These governance arrangements have no equalities implications.

7. FINANCIAL IMPLICATIONS

7.1 Proposed changes to funding

It is proposed to change the EAS ability to charge more for core services than was predicted in line with prior JEG / Directors approval.

In the event the EAS core service costs more than predicted, each LA will pay its proportional share on this overspend. However, the EAS, in negotiation with the LAs, will repay this "loan" over an agreed period through reducing the core service charge each LA pays for time.

While this ability is being sought, it is in recognition of the unexpected operational events that can arise that mean budgets in one year can be stretched or exceeded rather than allowing the EAS to have less rigorous financial and strategic planning systems in place.

8. PERSONNEL IMPLICATIONS

8.1 None arising from this report.

9. CONSULTATIONS

9.1 All comments have been reflected in the report.

10. RECOMMENDATIONS

10.1 That Cabinet approve the adoption of the Supplemental Agreement to the Collaboration and Members Agreement (CAMA) for the Education Achievement Service (EAS) April 2016 as explained in this report.

11. REASONS FOR THE RECOMMENDATIONS

11.1 To update the current arrangements to reflect the new statutory model and agreed changes to working practices.

11.2 To strengthen the ability of the EAS to deliver better services to learners and the local authority.

12. STATUTORY POWER

12.1 Local Government Act 1972
School Standards and Framework Act 1998.

Author: Keri Cole, Chief Education Officer
Consultees: Chris Burns, Interim Chief Executive
Nicole Scammell, Acting Director of Corporate Services & S151
Councillor Derek Havard, Cabinet Member, Education & Lifelong Learning
Councillor Wynne David, Chair of Education Scrutiny Committee
Councillor James Pritchard, Vice Chair of Education Scrutiny Committee
Gail Williams, Interim Head of Legal Services & Monitoring Officer
Lynne Donovan, Head of People Management and Development
Jane Southcombe, Financial Services Manager
The EAS Company Board and Officers
Executive Members of Education across the SEWC LAs
The Lead Chief Executive, Paul Matthews
Directors of Education and their finance officers
The Banker Local Authority (Torfaen)
Blake Morgan Solicitors

Background Papers:
Cabinet - 29th October 2014
Council - 26th January 2016

Appendices:
Appendix 1 – EAS Supplemental Agreement
Appendix 2 – S E Wales EAS Collaboration and Members Agreement (CAMA)

(1) BLAENAU GWENT COUNTY BOROUGH COUNCIL

Appendix 1

(2) CAERPHILLY COUNTY BOROUGH COUNCIL

(3) MONMOUTHSHIRE COUNTY COUNCIL

(4) NEWPORT CITY COUNCIL

(5) TORFAEN COUNTY BOROUGH COUNCIL

(6) SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE

South East Wales Education Achievement Service

Agreed Additional Governance Arrangements

Supplemental to the Collaboration and Members Agreement dated 23rd December 2013

- (4) As a result of subsequent developments, and in particular (i) changes to the way in which the Welsh Ministers are funding the activities carried out by the Company and (ii) a review by the Company and the Home Authorities of the governance arrangements for the Company and its activities, the Parties have agreed to enter into this agreement (the “**Agreement**”) for the purpose of recording certain further matters which they have agreed to put in place.

OPERATIVE PROVISIONS

1. INTERPRETATION AND RELATIONSHIP TO CAMA

- 1.1 Except as otherwise indicated in this Agreement, capitalised words and phrases used in this Agreement shall have the same meaning as in the CAMA.
- 1.2 Clauses 1.2 to 1.7 and 23 to 33 of the CAMA shall form part of this agreement, as if separately set out herein *mutatis mutandis*.
- 1.3 The following words and phrases shall have the following meanings in this Supplemental Agreement and (unless otherwise specified in this Supplemental Agreement) in the CAMA as amended by this Supplemental Agreement:

Additional Services: is as defined in the Commissioning Agreement

Articles: means the Company’s Articles of Association, and reference to an **Article** shall be to one of the Articles

Banker Authority: means the Home Authority providing support provider services to the Company pursuant to a separate contract.

Bespoke Services: is as defined in the Commissioning Agreement

Core Services: is as defined in the Commissioning Agreement

Grant Funded Services: means the services as specified in the relevant education grant funding conditions to be delivered by the Company to all or any of the Home Authorities as agreed and authorised in accordance with Clause 8.9 .

- 1.4 This Agreement is supplemental to the CAMA, which remains fully in force except to the extent that it is expressly amended by this Agreement.
- 1.5 If anything in this Agreement is inconsistent with or conflicts with the Articles, then Articles shall prevail.
- 1.6 The DOC shall remain in full force and effect notwithstanding the contents or operation of this Supplemental Agreement

2. GOVERNANCE

- 2.1 Each Home Authority agrees that the individual nominated by it under Article 11.1 of the CAMA to be a member of the EAS Board shall be a senior Cabinet member.
- 2.2 The Home Authorities and the Company agree that the following persons shall be entitled to attend at and participate in meetings of the EAS Board to advise the EAS Board:
 - (a) a lead Chief Executive and Lead Director of education each nominated by the Joint Executive Group];
 - (b) four expert external advisers appointed by the Company and the Home Authorities jointly, following a fair and open public advertisement

Such persons shall have no rights to vote and shall not be directors of the Company.

- 2.3 The Home Authorities agree that they will take steps to amend the Articles so that the quorum for a meeting of the EAS Board shall be three people and that the tenure of the Chair of the Board shall be 24 months. Pending such amendments to the Articles, the Home Authorities agree that the Company may operate on that basis, and no Home Authority shall question or impugn any decision or proceedings of the Board made on that basis and hereby confirm the validity of any such decision or proceedings made on that basis to date.
- 2.4 The Parties further agree that the following amendments be made to the CAMA to reflect changes to the governance of the Joint Executive Group:
 - 2.4.1 Clause 5.5. shall be amended by replacing "12 months" in the second line of the clause with "24 months".

2.4.2 Clause 5.9 shall be amended by replacing "four (4) Cabinet Members" with "three (3) Cabinet Members".

2.4.3 Clause 5.12 shall be amended by replacing "at least four" in the second line of the clause with "at least three".

3. FUNDING AND BUSINESS PLAN

With effect from [insert date], the following provisions shall apply:

3.1 Schedule 2 of the CAMA is replaced by the wording set out in Schedule 1 of this Agreement

3.2 Clause 8.3 shall be amended as follows:

3.2 In the last line of the clause, delete '*Co-operative Bank*' and insert '*Lloyds Bank*'.

3.3 Insert at the end of the clause the following '*, or, if different, the base rate of the Company's current banker*'

3.3 Clause 8.5 shall be amended by:

3.3.1 deleting Clause 8.5, paragraph (a); and

3.3.2 deleting Clause 8.5, paragraph (b); and

3.3.3 inserting after Clause 8.5 paragraph (f) a new paragraph and the words '*unless otherwise agreed in writing by the Parties*'.

3.4 A new Clause 8.5A shall be added to the CAMA, reading as follows:

The Business Plan for each Financial Year shall describe the Core Services to be delivered by the Company in that Financial Year and shall have appended to it 5 appendices, one in respect of each Home Authority, which shall set out the Bespoke Services delivered to each Home Authority that will be resourced by the Company.

3.4 Clause 8.7 of the CAMA is replaced by:

The Business Plan for each Financial Year from and including [] shall be dealt with as follows:

(a) the Business Plan will be prepared by the Managing Director and referred to the Joint Executive Group for comment at least 45 Calendar Days before the end of the preceding Financial Year.

(b) The Joint Executive Group shall within 15 Calendar Days present its comments on the Business Plan in writing to the Managing Director. If the Joint Executive Group has not done so within that time, then the Joint Executive Group shall be deemed not to have any comments to make on the Business Plan.

(c) within 15 Calendar Days, the Business Plan together with the comments (if any) of the Joint Executive Group shall be presented to the EAS Board and adopted (as amended by the EAS Board), taking account of such comments (if any).

(d) once adopted by the EAS Board, the Business Plan will be submitted to each Home Authority for consideration and approval by that Home Authority. Each Home Authority shall notify its approval or disapproval within 15 Calendar Days, failing which such Home Authority shall be deemed to have approved the Business Plan. No Home Authority shall unreasonably withhold or refuse its approval.

3.5 A new clause shall be added to the CAMA as Clause 8.8 to the CAMA, reading as follows:

8.8 *If any Home Authority wishes to procure Additional Services*

such Home Authority and the Company may agree the terms on which such Additional Services shall be delivered in accordance with the procedure set out in Clause 5 of the Commissioning Agreement. Such agreement shall not impact on the delivery of the Core Services or the Bespoke Services. Such agreement shall not require the approval of the Joint Executive Group or of any other Home Authority, but shall be communicated to the Joint Executive Group where the cumulative value of the services rendered to any one Home Authority in any Financial Year exceeds £10,000 (ten thousand pounds).

3.6 A new clause shall be added to the CAMA as Clause 8.9, reading as follows:

- 8.9 *Any education grant funding made available to the region to provide Grant Funded Services requires each Home Authority's Chief Education Officer to formally approve the commissioning of such work in accordance with the following procedure:*
- 8.9.1 *On receipt of a regional grant offer for education purposes, the Company in line with internal planning processes will evaluate the grant offer to ensure it is compliant with current priorities and offers added benefits to outcomes for learners without adversely affecting the Company's ability to deliver Commissioned Services.*
 - 8.9.2 *If 8.9.1 is approved, a plan for the use of such grant funding shall be prepared by the Managing Director and communicated electronically to:*
 - 8.9.2.1 *each Home Authority's Chief Education Officers for approval; and*
 - 8.9.2.2 *the nominated SEWC Finance Officer for each Home Authority.*
 - 8.9.3 *Each Home Authority's Chief Education Officer following the approval request will confirm their decision having followed their internal constitutional requirements.*
 - 8.9.4 *If after 10 working days there has been no response from any or all of the Home Authorities' Chief Education Officers then the grant plan shall be deemed to have been approved. In exceptional cases, and only with prior agreement from the Lead Chief Education Officer (appointed pursuant to the Articles), the working days for responding will be reduced to meet the requirements imposed by the grant conditions and delivery timeframe.*
 - 8.9.5 *Any dispute over grant expenditure will be considered and determined by the Joint Executive Group.*
 - 8.9.6 *To support a fully auditable trail and compliance with grant term and conditions the Home Authorities' Chief Education*

Officers at the next available meeting are required to formally minute the approval with any comments or non-approval and the reasons minuted. In addition each grant will require the signature of each chief education officer or person with the nominated delegated powers through their constitutional agreement within their local authority.

8.9.7 *Following agreement to proceed pursuant to Clause 8.9.3 or 8.9.4, details of the grant along with delivery and expected outcome will be presented for information at the next available meeting of the Joint Education Group.*

8.9.8 *To support and enable the work of the Banker Authority a full audit trail of the approved delivery, expected outcomes, minutes of the Home Authorities' Chief Education Officers meeting and the signature of each officer or member with delegated powers will be passed to the Banker Authority.*

8.9.9 *On receipt of this information the Banker Authority will respond to the grant provider with 5 working days with all required signatures to enable the grant to proceed.*

8.9.10 *If approval by the Home Authorities' Chief Education Officers of a grant is made with any comment for further information or clarification around the spending plan, the Managing Director will communicate this required information or alterations to the spending plan by email. If after 5 working days the Home Authorities' Chief Education Officers have not respond then the Chief Education Officers shall be deemed to have approved the grant plan and signatures through delegated powers to the approval sought.*

8.9.11 *There will be instances where approved use of grant plans will need to be amended to facilitate and achieve the desired outcomes. To enable the Company to react to the situation, the Managing Director or Company Secretary has the authority to approve individual virements up to –*

8.9.11.1 *£50,000 if the changes have no impact on the agreed delivery outcomes.*

8.9.112 £15,000 if the changes have an impact on the delivery outcomes

Amounts in excess of the figures will follow the procedures set out in Clause 8.9.2 to Clause 8.9.4 with the response amended to 5 working days. Electronic responses will be forwarded to the Banker Authority and held on the grant file to support grant audit requirements.

3.7 A new clause shall be added to the CAMA as Clause 11A, reading as follows:

11A External Services

11A.1 The Company may from time to time be approached by other organisations to provide education services. Subject to Clause 11A.3, in the event of such a request the Company must:

11A.1.1 refer the matter to the Joint Executive Group outlining:

11A.1.1.1 the extent of the services requested, including the duration and time and effort required by the Company to deliver the requested services;

11A.1.1.2 the effect the provision of such services will have on the Company's ability to deliver Core Services, Bespoke Services and any Additional Services to the Homes Authorities;

11A.1.1.3 the reasons why the Company wishes to provide such services including any financial benefit the Company may incur and how the Homes Authorities will benefit from this;

11A.1.1.4 the risks involved in agreeing to provide such services; and

11A.1.1.5 any other information required by the Joint Executive Group.

11A.2 Where a matter has been referred to the Joint Executive Group pursuant to Clause 11A.1, the Company may only proceed with

such a request if approved by the Joint Executive Group in accordance with Clause 5.12.

11A.3 *The Homes Authorities hereby agree that where a request to provide education services to organisations other than the Homes Authorities and such request equates to a contract worth:*

11A.3.1 *£50,000 and it will have no impact on agreed delivery outcomes; or*

11A.3.2 *£15,000 and will have an impact on agreed delivery outcomes;*

the Company may proceed with such a request provided it notifies the Joint Executive Group at the next meeting and provides the information listed in 11A.1.1.1-11A.1.15.

4 OTHER CHANGES TO THE CAMA

4.1 Clause 5.1.2 shall be amended by:

4.1.1 deleting the word '*approving*'; and

4.1.2 inserting the word '*challenging*'.

4.2 Clause 5.1.6 shall be amended by:

4.2.1 deleting '*Academic Year*' at the end of the clause; and

4.2.2 inserting '*Financial Year*' at the end of the clause.

4.3 A new clause shall be added to the CAMA as Clause 5.3A, reading as follows:

5.3A *The Home Authorities agree that up to one (1) expert Diocese from the South East region shall also be entitled to attend at and participate in meetings of the Joint Executive Group. Such person shall have no rights to vote at the Joint Executive Group.*

5 AUDIT COMMITTEE

- 5.1 The Home Authorities and the Company agree that there shall be a committee of the EAS Board which shall be known as the Audit Committee
- 5.2 The composition and terms of reference of the Audit Committee shall be as decided by the EAS Board from time to time, with the approval of the Joint Executive Group.
- 5.3 Nothing in this Agreement or in the terms of reference of the Audit Committee shall be construed as empowering the EAS Board to delegate anything to the Audit Committee in contravention of Article 13.4.

SCHEDULE 1

Schedule 2 Funding

1. Funding of the Company

1.1 Funding for the Company will be provided to the Company by each of the Home Authorities as follows.

1.2 Core Local Authority Funding (excluding Governors Support)

1.2 The Business Plan for each Financial Year shall describe the Core Services to be delivered by the Company.

1.2 Each year, the company secretary will identify, in collective consultation with Home Authorities Directors' of Education, the estimated cost of the Core Services required from each of the Home Authorities to fund the Business Plan by 31st January in the preceding Financial Year.

1.2.1 The Core Service funding (excluding the Governor Support element) required from each Home Authority will be based on the national agreement as referenced in the Welsh Government "National Model for Regional Working" (most up to date version).

1.2.2 The Company will issue a VAT invoice to each Home Authority for the estimated Core Services funding required by each Home Authority for the quarter, in advance on the first calendar day of each quarter or the next available working day 1st April, 1st July, 1st October and 1st January.

1.2.3 Each Home Authority will pay their invoice within 30 days of the invoice date.

1.2.4 At the end of each Financial Year and before the 15th May, the Company will calculate the total actual charge for delivering the Core Services to the Home Authorities for the preceding Financial Year.

1.2.4.1 In the event of the total actual cost of the Core Services for the preceding Financial Year being (i) less than the total estimated cost of Core Services and (ii) up to 5% less than the total estimated Core Services funding required for that year, then the Company will retain in order to reinvest into future service delivery. These monies will be set aside within the Company and any usage thereof must be approved by the EAS Board.

1.2.4.2 In the event of the total actual cost of Core Services for the preceding Financial Year being (i) less than the total estimated cost of Core Services and (ii) above 5% of the total estimated Core Service funding required for that year, then the Company will issue a credit note to each Home Authority, for the amount in excess of 5%, calculated in the same proportion as the estimated costs of Core Services for each Home Authority. A refund will be issued to each Home Authority with 30 days of the date of the credit note.

1.2.4.3 In the event that (i) the total actual costs of Core Services exceed the total estimated costs of Core Services and (ii) this overspend has been approved by the appropriate delegated powers within each Home Authority, the Company will issue an invoice to each Home Authority for

their share plus VAT (calculated in the same proportion as the estimated costs of Core Services for each Home Authority). Each Home Authority will pay their invoice within 30 days of the date of the invoice.

1.2.4.4 In the event that (i) the total actual cost of the Core Services exceeds the estimated cost of the Core Service and (ii) this overspend has not been approved by the appropriate delegated powers within each Home Authority, then the Company will notify the appropriate delegated powers within each Home Authority and issue a VAT invoice to each Home Authority for their share (calculated in the same proportion as the estimated charge per Home Authority). The Company will then issue credit notes to each Home Authority over an agreed period for the same amount, in order to reduce the Core Service charge for an agreed period to repay the loan.

1.3 Core Local Authority Funding (Governors Support)

1.3.1 Additionally, the Company Secretary will agree with each Home Authority the annual charge required for the governors support element of the Core Service as contained within the approved Business Plan by 31st January. The Company will issue a VAT invoice on 1st April for 50% of the costs and the remaining on 1st October to each Home Authority. Each Home Authority will pay their invoice within 30 days of receipt.

1.4 Grant Funding

1.4.1 To the extent that grant income is provided to the Home Authorities to provide Grant Funded Services , the Company will issue a VAT invoice to the Banker Authority for the region for the services provided monthly in arrears. The Banker Authority will pay the invoice within 30 days from the regional grant budget.

1.4.2 To the extent that any other grant income is provided to the Home Authorities as an individual grant and used to fund services provided by the Company, the Company will issue a VAT invoice to the relevant Home Authority for the services provided monthly in arrears. The Home Authority will pay the invoice within 30 days from the regional grant budget.

SIGNED BY the duly Authorised Representatives of the Parties on the date stated at the beginning of this Agreement

THE COMMON SEAL of

BLAENAU GWENT COUNTY BOROUGH COUNCIL

was hereunto affixed in the)

presence of:)

.....

Authorised Officer

THE COMMON SEAL of

CAERPHILLY COUNTY BOROUGH COUNCIL

was hereunto affixed in the)

presence of:)

.....

Authorised Officer

THE COMMON SEAL of

MONMOUTHSHIRE COUNTY COUNCIL

was hereunto affixed in the)

presence of:)

.....

Authorised Officer

THE COMMON SEAL of
NEWPORT CITY COUNCIL

was hereunto affixed in the)
presence of:)

.....
Authorised Officer

THE COMMON SEAL of
TORFAEN COUNTY BOROUGH COUNCIL

was hereunto affixed in the)
presence of:)

.....
Authorised Officer

Signed for and on behalf of)

SOUTH EAST WALES)

EDUCATION ACHIEVEMENT) Signature

SERVICE)

by a duly authorised)

representative)

Name

.....

Position

DATED

2013

(1) **[INSERT NAME OF LOCAL AUTHORITY PARTY]**

(2) **SOUTH EAST WALES EDUCATION ACHIEVEMENT
SERVICE**

**AGREEMENT FOR THE COMMISSION OF
SCHOOL STANDARD IMPROVEMENT SERVICES**

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BETWEEN

- (1) [INSERT NAME OF PARTY] (the “**Authority**”); and
- (2) SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE a company registered in England and Wales with company number 8155408 and whose a registered office is at Newport City Council, Newport Civic Centre, Godfrey Road, Newport, NP20 4UR Company (the “**Company**”)

RECITALS

- (A) The Authority has general functions in relation to education pursuant to section 13 of the Education Act 1996. In particular, pursuant to section 13A of the Education Act 1996 the Authority must ensure that its relevant education functions and its relevant training functions are exercised with a view to promoting high standards and fulfilment of learning.
- (B) The Authority together with other local authorities in the South East Wales region has reviewed its delivery of education services and has decided to collaborate with such other local authorities with the aim of improving education standards in the region.
- (C) The Authority has entered into a Collaboration Agreement with the other local authorities in the region dated 23rd December 2013 which sets out the terms of the collaboration (“**Collaboration Agreement**”). The Authority, together with its collaborating partners, have also established a jointly owned company limited by guarantee (being the Company) for the purpose of commissioning services from the Company which will improve the standard of education in the South East Wales region.
- (C) The Authority wishes the Company to provide and the Company has agreed to provide services aimed at improving standards of education in the Authority’s area on the terms set out in this Agreement.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement including its Schedules unless the context otherwise requires

1.1.1 the following definitions are used:-

“**Academic Year**” means 1 September to 31 August during which the Company shall provide the Services;

“**Additional Services**” means such services as the Authority may require the Company to deliver from time to time determined in accordance with the Additional Services Request Process;

“**Additional Services Agreement**” means an agreement, a template of which is set out in Schedule 3 (Additional Services Request Process), duly signed by the Parties setting out the Additional Services to be delivered by the Company;

“**Additional Services Charges**” means the charges set out in an Additional Services Agreement;

“**Additional Service Request**” means a request by the Authority to the Company to deliver Additional Services, such request made in accordance with the Additional Services Request Process as set out in Schedule 3;

"**Agreement**" means this agreement together with its Recitals and Schedules;

"**Anniversary Date**" means an anniversary of the Commencement Date;

"**Bespoke Services**" means services ancillary to the provision of the Core Services as set out in Schedule 2;

“**Beneficiaries**” means those schools, head teachers, teachers, governors, parents or children who are in receipt of (or are identified as being eligible of being in receipt of) Services delivered by Company on behalf of the Authority;

“**Business Day(s)**” means any day(s) other than a Saturday or Sunday or a public or bank holiday in England and Wales;

"**Commencement Date**" means the _____ ;

“**Core Services**” means the services the specification of which is set out in Schedule 1;

"**Confidential Information**" means information, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as

confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs, properties, assets, working practices (including teaching methodology), services, developments, trade secrets, know-how, personnel, customers and suppliers of either and in the case of the Authority, Beneficiaries;

"**Consent**" means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorisations required by Law for or in connection with the performance of the Services and all necessary consents and agreements from any third parties needed to carry out the Services in accordance with this Agreement;

"**Contract Standard**" means such standard as complies in each and every respect with the provisions of this Agreement;

"**Convictions**" means other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (IS 1975/1023) or any replacement or amendment to that Order;

"**Data Protection Legislation**" means the Data Protection Act 1998 and all applicable regulations, directives, orders, codes of practice, guidance notes, instructions and formal written advice issued by or on behalf of the Information Commissioner from time to time;

"**Financial Year**" means a financial accounting period of 12 months ending on the 31st March each year save that the first accounting period shall run from the 1 September 2012 to the 31 March 2014;

"**FOIA**" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

"**Guidance**" means all guidance and circulars applicable to the provision of the Services from time to time including without limitation such as are issued by the Authority, the Welsh Ministers and Estyn including the Safeguarding Children in Education (Welsh Assembly Circular No 005/2008);

“Insured Risks” means the risks covered by insurance obtained pursuant to Clause 20;

“Law” means (i) any Act of Parliament or Act or Measure of the Assembly, applicable statute or proclamation or any delegated or subordinate legislation; (ii) any enforceable right within the meaning of section 2(1) European Communities Act 1972; (iii) the Guidance; and (iv) the Common Law; in each case to the extent that it is in force in Wales;

“Performance Review Proforma” means the proforma prepared by the Authority for the purposes of reviewing the Company’s performance against certain benchmarks including (without limitation) the objectives set pursuant to the Collaboration Agreement

“Personnel” means such of the officers, employees, agents and contractors of the Company as are involved, directly or indirectly, in the provision of the Services;

“Requests for Information” shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations 2004;

“Safeguarding Matter” means a matter relating to protecting children from abuse and neglect; preventing impairment of their health or development; and ensuring that they receiving safe and effective care; so as to enable them to have optimum life chances;

“Services” means the Core Services and the Bespoke Services and any Additional Services;

“Term” means the period during which this Agreement shall remain in force; and

“VAT” means Value Added Tax chargeable under the Value Added Tax Act 1994 (“VATA”) or under any legislation replacing it or under any legislation which the VATA replaced and further means Value Added Tax at the rate in force when the relevant supply is made and any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time and any penalties or fines in relation to them.

1.1.2 references to a statute or statutory provision shall be construed as a reference to the same from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.1.3 words in the singular shall include the plural and vice versa and a reference to a gender shall include a reference to all genders;

- 1.1.4 a reference to a person shall include a reference to a firm, a body corporate and unincorporated association or to a person's executors or administrators;
- 1.1.5 a reference to a Clause Schedule or Annex shall be a reference to a Clause schedule or annex (as the case may be) of or to this Agreement;
- 1.1.6 references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- 1.1.7 the headings are for convenience only and shall not affect the interpretation of any provision of this Agreement.

2. **TERM**

- 2.1 This Agreement shall be deemed to have come into force on the Commencement Date and shall continue until terminated pursuant to Clause 17 (Termination).
- 2.2 Notwithstanding Clause 6.3 the Authority shall be entitled formally to review the Company' performance and impact under the Agreement no later than the 30 days prior to the second Anniversary Date and every two years thereafter. The Authority shall use the same principles as set out in Clause 6.3 in determining whether the standard of performance is satisfactory.
- 2.3 Ten (10) Business Days prior to the review undertaken pursuant to Clause 2.2 the Authority shall provide the Company with the Performance Review Proforma. The Company shall complete the Performance Review Proforma within seven (7) Business Days ("**Review Response**").
- 2.4 The Authority shall consider the Review Response and may, within thirty (30) days of receipt, and, without prejudice to any other rights and remedies available to the Authority under this Agreement or otherwise, provide recommendations to the Company on how its performance of the Agreement may be improved ("**Recommendations**"). Within thirty (30) days from receipt of the Recommendation the Company may either:
 - 2.4.1 provide the Authority with a timetable of how it will implement such Recommendation;
or
 - 2.4.2 give reasons why it will not implement the Recommendations.
- 2.5 In the event:
 - 2.5.1 the Company fails to respond in accordance with Clause 2.4; or

2.5.2 the Authority does not agree with the reasons provided pursuant to Clause 2.4.2;

the Authority may refer the matter to be resolved pursuant to Clause 15 (Dispute Resolution Procedure).

3. THE SERVICES

3.1 The Company shall provide the Services from the Commencement Date for the Term.

3.2 The Company shall ensure to the satisfaction of the Authority that Beneficiaries receive Services in accordance with the terms of this Agreement.

3.3 The Company shall comply with the requirements of the Welsh language scheme of the Authority or (where applicable) any Welsh Language standards in the provision of the Services.

3.4 The Company shall ensure that the Services are at all times provided:

3.4.1 in accordance with good practice at the relevant time;

3.4.2 in accordance with the Contract Standard;

3.4.3 with the reasonable skill and care expected of an expert provider of such services;

3.4.4 in a manner consistent with the Authority discharging its statutory functions;

3.4.5 in accordance with the reasonable instructions of the Authority;

3.4.6 in a manner that does not prejudice any Consents which have been obtained in respect of the provision of the Services; and

3.4.7 in accordance with all Law.

4. VARIATION OF CORE SERVICES OR BESPOKE SERVICES

4.1 The Company will deliver the Core Services in accordance with the requirements set out in Schedule 1 and the Bespoke Services in accordance with the requirements specified in Schedule 2.

4.2 The Authority shall within thirty (30) days of the end of the preceding Financial Year notify the Company of the nature and volume of the Commissioned Services to be delivered by the Company for the next Academic Year.

5. ADDITIONAL SERVICES REQUEST

- 5.1 Subject to Clause 5.2 the Authority may at any time request the Company to deliver Additional Services.
- 5.2 The Additional Services shall be delivered only in accordance with a binding Additional Services Agreement executed by the duly authorised representative of the Parties.
- 5.3 The Parties shall agree the terms of each Additional Services Agreement in accordance with the Additional Services Request Process set out in Schedule 3.
- 5.4 Where the Company delivers Additional Services, the Company warrants that it has procured additional capability and capacity to provide such services and that the provision of the Additional Services will not affect its ability to deliver the Core Services or the Bespoke Services pursuant to this Agreement or its ability to provide services under any other agreement.

6. PERFORMANCE MONITORING

- 6.1 The Company shall provide the Services in accordance with the standards set out in Schedule 4.
- 6.2 In addition to any specific obligations imposed by the terms of this Agreement, it shall be the duty of the Company to provide the Services to a standard which is in all respects to the satisfaction of the Authority.
- 6.3 The Authority is entitled to monitor the Company's performance under this Agreement at any time, without giving notice and using such methods as the Authority, in its discretion, may see fit. The Company shall provide the Authority with information in respect of the provision of the Services in such format and on such media and at such frequencies as may be specified by the Authority from time to time.
- 6.4 In determining whether the standard of performance is satisfactory, the Authority shall take into account as a guideline the Company's proposed method of operation agreed in principle with the Company at the outset of this Agreement provided that such proposed method of operation shall be subject at all times to the specific obligations imposed on the Company by the terms of this Agreement.

7. RECORDS STANDARDS AND INSPECTION

- 7.1 The Company shall ensure that all aspects of the provision of the Services are the subject of properly documented quality management systems. The Company shall, in the performance of the Services, operate appropriate quality standards and procedures which are at least equivalent to

those specified by the Authority from time to time and which are in all respects satisfactory to the Authority.

7.2 The Authority, and/or their respective nominees shall be entitled to access and audit the Company's quality standards and procedures at any time whilst the Services are being provided to Beneficiaries and the Company shall provide all necessary assistance in respect of the audit. The Authority, and/or their respective nominees shall be entitled at any time and without giving notice to inspect any aspect of the provision of the Services and the Company shall provide all such assistance and facilities as may be required by the same in connection with the inspection.

8. PAYMENT

8.1 In consideration of the contribution paid by the Authority to the funding of the Company pursuant to the Collaboration Agreement, the Company shall provide the Core Services and the Bespoke Services.

8.2 The Company may render an invoice for the payment of the Additional Service Charges (“**the Additional Service Charges Invoice**”) once such Additional Services have been rendered and completed to the satisfaction of the Authority.

8.2.1 The Additional Service Charges Invoice referred to in Clause 8.2 above shall be a valid VAT invoice.

8.2.2 The Authority shall pay the Additional Services Charges Invoice within 30 days of receipt thereof provided that such invoice is not disputed by the Authority.

8.2.3 In the event of a dispute in relation to the Additional Services Charges Invoice that cannot be resolved within five (5) days of the Authority notifying the Company that it disputes the invoice, the dispute shall be referred for resolution in accordance with Clause 15 of this Agreement.

8.3 All payments made in terms of this clause shall be inclusive of VAT.

8.4 In the event of late payment, the Company reserves the right to charge interest on the Additional Services Charges overdue for a period in excess of 30 days at a rate of 2% per annum above the annual base rate of Co-operative Bank plc from time to time.

9. COMPLAINTS

9.1 The Company shall comply with the complaints procedure set out in Schedule 5.

- 9.2 The Authority shall on or before the Commencement Date provide the Company with a copy of its complaints procedure (a copy of which is hereby acknowledged).
- 9.3 Where a Beneficiary or his representative indicates to the Company that he or she wishes to make a complaint in respect of the Services:
- 9.3.1 where the complaint relates to a Safeguarding Matter the Company shall explain to the Beneficiary or his or her representative that he or she should make a complaint using the Authority's complaints procedure. The Company shall give copies of the Authority's complaints procedure to the Beneficiary and his or her representative;
- 9.3.2 where the complaint relates to any other matter the Company shall explain to the Beneficiary or his or her representative that he or she may make a complaint using the Company's complaints procedure. The Company shall give copies of the Company's complaints procedure to the Beneficiary and his or her representative.
- 9.4 Upon receipt of a complaint (oral or written), where the Company considers that the complaint should be dealt with by the Authority complaints procedure, the complaint shall be referred to the Authority for processing. The Company shall procure that the Personnel shall provide every co-operation to the Authority in respect of the resolution of the complaint.
- 9.5 Where a complaint is dealt with by the Company's own complaints procedure, within five (5) Business Days upon receipt of a complaint (oral or written), the Company shall provide the Authority with full details of the complaint, the procedure for dealing with it and the resulting outcomes.
- 9.6 The Authority may at any time require that a complaint be dealt either (i) by Company but in accordance with the Authority's instructions; or (ii) by the Authority. The Company shall and shall procure that the Personnel shall provide every co-operation to the Authority in respect of the resolution of the complaint.

10. **REPRESENTATIVES AND AUTHORITY**

- 10.1 Each Party shall from time to time nominate a person to be its representative for the purposes of liaison, communication and resolution of issues under this Agreement, and shall notify the other party of the identity of its representative from time to time. As at the Commencement Date, the Company's representative is the Managing Director and the Authority's representative is the Director of Education.

10.2 The Managing Director shall consult with the Authority's representative insofar as is reasonably practical in order to harmonise the regular and diligent conduct of day to day operations.

11. PERSONNEL

11.1 The Company shall procure that:

11.1.1 there shall at all material times be a sufficient number of Personnel (including supervisory Personnel) engaged in the provision of the Services with the requisite level of qualification, skill and experience to provide the Services in accordance with the Law to the Contract Standard (and this will include without limitation the provision of a sufficient reserve of trained and competent persons to provide the Services during periods of holidays, voluntary leave or absence due to sickness);

11.1.2 all Personnel receive such training and supervision as is reasonably necessary to ensure the proper performance of this Agreement (including without limitation training in Authority procedures where appropriate, data protection and confidentiality, health and safety at work and fire risks and prevention); and

11.1.3 its Personnel are aware of the need to observe the highest standards of customer care, courtesy and consideration and the need to keep confidential all information howsoever acquired whether relating to the Authority or a Beneficiary.

11.2 The Company shall in respect of all persons employed, engaged or seeking employment or engagement by it comply with each and every of the provisions of employment legislation including without limitation legislation which prohibits discrimination in relation to employment on the grounds of sex, sexual orientation, colour, race, ethnic or national origin or religion. The Company shall take all reasonable steps (at its own expense) to ensure that its Personnel do not unlawfully discriminate within the meaning of this Clause.

11.3 The Authority shall be entitled to identify to the Company any Personnel whose presence and/or involvement, in the reasonable opinion of the Authority, has or is likely to have a material adverse effect on the performance of the Services. Other than in circumstances where the Authority considers that any Personnel is a risk or danger to any person or to any property of the Authority, the Authority may not prohibit the further involvement in the Services of any Personnel however the Company shall take such other action to address the Authority's concerns as may be agreed between the Parties. The Authority shall not exercise this entitlement unreasonably, frivolously or vexatiously.

11.4 The Company is responsible for the remuneration and payment of its Personnel. Without prejudice to the generality of the foregoing, the Company shall ensure that all monies, salary, benefits, tax and national insurance contributions due to be paid to any of its Personnel or the Inland Revenue relating to the provision of Services by the Company shall be paid up in full and the Company shall fully indemnify the Authority in respect of all claims, demands, expenses, costs, liabilities, damages and losses incurred by it as a result of the Company's breach of this Clause. This Clause shall survive the termination of the Agreement.

11.5 The Company shall:

11.5.1 ensure that Personnel receive full job description giving details of accountability and responsibility to be agreed by the Authority; and

11.5.2 arrange for ongoing professional training at appropriate training courses and educational meetings; and

11.5.3 arrange for appropriate staff training in accordance with current and future legislation including (without limitation) annual training for all Personnel on Safeguarding Children in Education.

11.6 All Personnel shall be properly and presentably dressed and Personnel shall maintain proper standards of appearance and deportment whilst at work.

12. **STAFF CONVICTIONS AND DISCIPLINARY ACTION**

12.1 The Company shall, to the extent permitted by law, procure that all potential staff or persons performing any of the Services who may reasonably be expected in the course of their employment or engagement to have access to Beneficiaries are questioned about their Convictions and are required to complete a police check form.

12.2 The Company shall procure that no person who discloses any Convictions or who is found to have any Convictions following the completion of a police check is employed in the provision of the Services without the Authority's prior written consent.

12.3 The Company shall procure that the Authority is advised as soon as practicable of any member of Personnel who, subsequent to the commencement of his employment or engagement, receives a Conviction of which the Company becomes aware or whose previous Convictions become known to the Company.

13. **DATA PROTECTION**

- 13.1 In this Clause 13, the term **Personal Data** means personal data (as it is defined at section 1 of the Data Protection Act 1998) that relates to any Beneficiary; the terms **Data Subject, Data Controller, Data Processor** and **Sensitive Personal Data** have the meanings given in the Data Protection Act 1998 and shall be construed accordingly.
- 13.2 Each Party acknowledges that insofar as the Personal Data are concerned the Company and Authority shall be joint Data Controllers.
- 13.3 In providing the Services to the Authority the Company, acting as Data Controller, undertakes to the Authority that it will comply with all Data Protection Legislation.
- 13.4 The Parties agree that the Company shall be solely responsible for:
- 13.4.1 responding to enquiries regarding any Personal Data;
 - 13.4.2 dealing with any Data Subject request in accordance with all relevant Data Protection Legislation; and
 - 13.4.3 ensuring that Personal Data is held and processed in accordance with the Data Protection Legislation.
- 13.5 The Company shall:
- 13.5.1 identify to the Authority an individual authorised to respond to enquiries regarding any Personal Data and who shall deal with such enquiries promptly;
 - 13.5.2 promptly provide to the Authority all information in its possession concerning any unauthorised or accidental disclosure or access made by an employee, director, agent, sub-contractor or any other identified or unidentified third party; and
 - 13.5.3 comply with any relevant changes in the Data Protection Legislation in respect of the Personal Data.
- 13.6 The Company warrants to the Authority that it has put in place and undertakes to maintain:
- 13.6.1 all requisite notifications required under the Data Protection Legislation;
 - 13.6.2 appropriate technical and organisational measures against unauthorised, accidental or unlawful access to Personal Data and/or Sensitive Personal Data;
 - 13.6.3 a level of security programmes and procedures which reflect the level of damage that might be suffered by a Data Subject as a result of unauthorised or unlawful possession

of the subject's Personal Data or Sensitive Personal Data or the loss or destruction of or damage to the subject's Personal Data or Sensitive Personal Data.

13.7 The Company agrees that if it appoints sub-contractors to act as a data processor of the Personal Data it will notify the Authority and the Company undertakes that it will comply in all respects with the provisions of Schedule 1 Part II, paragraphs 11 and 12 of the Data Protection Act 1998.

13.8 The Authority shall refer any enquires regarding Personal Data or any Data Subjects requests to the person identified by the Company pursuant to Clause 13.5.1.

13.9 The Company shall immediately notify the Authority of any breach or suspected breach of this Clause 13.

14. **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

14.1 Each Party:

14.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

14.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

14.2 The Company shall take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with the Agreement:-

14.2.1 is given only to such of the Personnel and professional advisors engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;

14.2.2 is treated as confidential and not disclosed (without prior approval) or used by any Personnel or such professional advisors otherwise than for the purposes of the Agreement.

14.3 Where it is considered necessary in the opinion of the Authority, the Company shall ensure that Personnel or such professional advisors sign a confidentiality undertaking before commencing work in connection with the Agreement.

- 14.4 The Company shall not use any Confidential Information received otherwise than for the purposes of the Agreement.
- 14.5 The provisions of Clauses 14.1 to 14.4 shall not apply to any Confidential Information received by one Party from the other:-
- 14.5.1 which is or becomes public knowledge (otherwise than by breach of this Clause);
 - 14.5.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 14.5.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 14.5.4 is independently developed without access to the Confidential Information; or
 - 14.5.5 which must be disclosed pursuant to a statutory or legal obligation placed upon the Party making the disclosure, including any Request for Information pursuant to Clauses 14.9 and 14.10.
- 14.6 Nothing in this Clause shall prevent the Authority:
- 14.6.1 disclosing any Confidential Information for the purpose of:-
 - 14.6.1.1 the examination and certification of the Authority's accounts;
 - 14.6.1.2 any examination of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 14.6.1.3 seeking or obtaining any legal advice;
 - 14.6.2 disclosing any Confidential Information obtained from the Company:-
 - 14.6.2.1 to the Welsh Ministers;
 - 14.6.2.2 to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to the Agreement; or
 - 14.6.2.3 for audit purposes in accordance with Clause 7.2 or otherwise;
- provided that in disclosing information under sub-Clauses 14.6.2.1 to 14.6.2.3 the Authority discloses only the information which is necessary for the purpose concerned

and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 14.7 Without prejudice to any other provision of this Agreement, the Company and its Personnel shall regard as confidential and shall not disclose to any person other than persons authorised by the Authority any information acquired by the Company or its Personnel in, or in connection with, the provision of the Services concerning the identity or medical condition of or treatment received by any Beneficiary.
- 14.8 Each Party acknowledges that the other Party is subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”), and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under sections 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 and each Party shall assist and cooperate with the other (at their own expense) to enable the other Party to comply with these Information (as defined in section 84 of FOIA) disclosure obligations.
- 14.9 Where a Party receives a Request for Information in relation to Information which it is holding on behalf of the other Party, it shall (and shall procure that its sub-contractors shall):-
- 14.9.1 transfer the Request for Information to the other Party as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;
- 14.9.2 provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five Business Days; and
- 14.9.3 provide all necessary assistance as reasonably requested to enable the Party to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 14.10 Where a Party receives a Request for Information which relates to this Agreement, it shall inform the other Party of the Request for Information as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information.
- 14.11 If any Party determines that Information (including Confidential Information) must be disclosed pursuant to Clause 14.12 it shall notify the other Party of that decision at least two Business Days before disclosure.
- 14.12 Each Party shall be responsible for determining at its absolute discretion whether the Information:-
- 14.12.1 is exempt from disclosure under the FOIA or the Environmental Information Regulations;

14.12.2 is to be disclosed in response to a Request for Information.

14.13 Each Party acknowledges that any other Party may, acting in accordance with, the FOIA, both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under sections 45 and 46 of the FOIA respectively) or the Environmental Information Regulations to disclose Information:-

14.13.1 without consulting with the other Parties, or

14.13.2 following consultation with the other Party and having taken its views into account.

14.14 The Company shall immediately notify the Authority of any breach or suspected breach of this Clause 14.

15. **DISPUTE RESOLUTION PROCEDURE**

15.1 If any dispute arises in connection with this Agreement between the Authority and the Company then in the first instance (unless otherwise agreed) the Company's appropriate representative and the Authority's appropriate representative shall, within 14 days of a written request from either Party, meet in a good faith effort to resolve the dispute.

15.2 If the dispute is not resolved at that meeting, (unless otherwise agreed) the Company's Regional System Leader and an appropriate representative as nominated by the Authority's Director of Education will, within 14 days of a written request from either Party, meet in a good faith effort to resolve the dispute.

15.3 If the dispute is not resolved at that meeting, the Managing Director and the Authority's Director of Education will, within 14 days of a written request from either Party, meet in a good faith effort to resolve the dispute.

15.4 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute pursuant to this Clause 15, provided that the right to issue proceedings is not prejudiced by a delay.

16. **DEFAULT BY THE COMPANY**

16.1 If the Company shall fail to provide to the Contract Standard any part of the Services at any time when the same ought to have been provided under the terms of this Agreement then, without prejudice to any other right or remedy which the Authority may possess in respect of such, the Authority may:

16.1.1 require the Company to remedy such default within such time as may be specified by the Authority by providing or providing again (as the case may be) to the Authority such part of the Services to the Contract Standard; and/or

16.1.2 without terminating this Agreement (in whole or in part), itself closely monitor the Company's provision of such part of the Services until such time as the Company shall have proved to the reasonable satisfaction of the Authority that such part of the Services will once more be provided by the Company to the Contract Standard or, at the Authority's option, until such later time as the Authority may specify as being reasonable notice in all the circumstances that the Company will once more so provide such part of the Services.

16.2 Where the Authority exercises its right pursuant to Clause 16.1.2 the Authority shall notify the Company in writing of the following:

16.2.1 the action that it intends to take;

16.2.2 the reason for taking such action;

16.2.3 the date from which such action shall commence;

16.2.4 the time period it believes to be necessary for such action; and

16.2.5 to the extent practicable, the effect on the Company and its obligations to provide the Services during the period such action is being taken.

16.3 The Company shall give all reasonable assistance to the Authority while it is exercising its right pursuant to Clause 16.1.2 and shall procure that the Company's employees and sub-contractors co-operate and provide such assistance to, and follow any direction provided by, the Authority.

16.4 The remedies of the Authority under Clause 16.1 may be exercised successively in respect of any given default by the Company.

17. **TERMINATION**

17.1 This Agreement will terminate automatically on the expiry of any notice provided by the Authority pursuant to Clause 14 (Withdrawal and Termination) of the Collaboration Agreement.

18. **CONSEQUENCES OF TERMINATION**

18.1 Upon termination of this Agreement howsoever arising:

18.1.1 each Party shall return all Confidential Information, documents, materials and other items belonging to the other;

18.1.2 the Company shall at its own expense return all Beneficiary records (including Personal Data records relating to any Beneficiary or the Authority) to the Authority in the format and on the media specified by the Authority;

18.1.3 the Company shall do all things reasonably necessary to effect an orderly handover of the Services to the Authority or its nominated contractor.

18.2 Upon termination of this Agreement for whatever reason the Company shall, if so requested by the Authority and subject to mutual agreement continue to provide the Services on the same terms as set out in this Agreement for such period as may be necessary whilst the Authority puts in place arrangements for the provision of the Services either by itself or by a nominated contractor.

19. **ASSIGNMENT**

19.1 The Company shall not be entitled to assign, novate, sub-contract, charge or otherwise transfer or dispose of its rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Authority.

20. **INSURANCE**

20.1 Without prejudice to its liability to indemnify the Authority under the terms of this Agreement the Company shall throughout the Term maintain such insurances in respect of the Services as:

20.1.1 are required by Law; and

20.1.2 are necessary to cover its liability in respect of the matters specified in Clause 21.4;

and without prejudice to the foregoing, the Company shall obtain public liability insurance cover for the minimum sum of £5 million in respect of any one event or series of connected events.

20.2 The Company shall:

20.2.1 give the Authority notice immediately on any matter which occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Services;

20.2.2 not do or omit anything as a result of which any policy of insurance may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld;

20.2.3 comply at all times with the requirements and recommendations of the insurers;

20.2.4 give the Authority immediate notice of the occurrence of any damage or loss relating to the Services arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Services.

21. **LIABILITY**

21.1 Neither party excludes or limits its liability for fraud, or for death or personal injury arising as a result of its negligence.

21.2 Neither party shall have any liability whatsoever to the other whether in contract tort or otherwise for any losses or damages:

21.2.1 which represent loss of business, revenue, goodwill or profit (other than Company' right to be paid under this Agreement); or

21.2.2 which represent loss of any anticipated or future business, revenue, goodwill or profit.

21.3 Neither Party shall be liable to the other under this Agreement to the extent that it is prevented from complying with its obligations because of any negligence, failure or default on the part of the other.

21.4 The Company shall be liable for and shall indemnify the Authority its officers servants employees sub-contractors and agents against any liability loss claim or proceedings whatsoever arising out of the breach or negligent performance or failure in performance by the Company of the terms of this Agreement.

This indemnity is subject to the provisions of Clause 21.2.

22. **ENTIRE AGREEMENT**

22.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matters of this Agreement.

22.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Agreement as a warranty.

22.3 Nothing in this sub-clause shall operate or exclude any liability for fraud.

23. **DENIAL OF PARTNERSHIP**

23.1 This Agreement shall not operate so as to create a partnership, joint venture or relationship of employment or of principal and agent of any kind between the parties.

24. **NOTICES**

24.1 Any notice, demand or communication in connection with this Agreement shall be in writing and may be delivered by hand, pre-paid first class post or Special Delivery post (but not by e-mail), addressed to the recipient at its registered office or its address or facsimile number as the case may be stated in Clause 24.3 (or such other address as may be notified in writing from time to time) and shall be marked for the attention of the relevant person as set out in Clause 24.3.

24.2 The notice, demand or communication shall be deemed to have been duly served:

24.2.1 if delivered by hand, when left at the proper address for service;

24.2.2 if given or made by prepaid first class post or Special Delivery post, 48 hours after being posted (excluding days other than Business Days);

24.2.3 provided that, where in the case of delivery by hand, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

24.3 The addresses for the Parties are as follows:

Home Authority	Addressed to	Contact

25. **FORCE MAJEURE**

25.1 In this Agreement "**force majeure**" shall mean any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts events omissions or accidents beyond the reasonable control of the Party so prevented including without limitation act of God war riot civil commotion malicious damage compliance with any law or governmental order rule regulation or direction accident breakdown of plant or machinery fire flood storm or default of suppliers (but excluding labour disputes among the Company's Personnel).

25.2 If either Party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure that party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to force majeure and shall have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.

25.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure shall use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the force majeure event.

26. **EXCLUSION OF THIRD PARTY RIGHTS**

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it including (without limitation) any Beneficiary. No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

27. **VARIATION**

This Agreement shall not be varied or cancelled unless such variation or cancellation shall be expressly agreed in writing by a duly authorised representative of each Party.

28. **LAWS**

28.1 This Agreement shall be governed by and construed according to the laws of England and Wales (as applied in Wales) and subject to Clause 15 the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

29. **GENERAL**

29.1 This Agreement is binding upon the Parties and their respective successors and permitted assigns. No Party may assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by the other Parties under or in connection with this Agreement) or delegate the burden of this Agreement or otherwise sub-contract, mortgage, charge, license or otherwise transfer or dispose of any or all of its rights and obligations under this Agreement.

- 29.2 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 29.3 Each of the Parties shall pay their own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.
- 29.4 If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.
- 29.5 This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.
- 29.6 Each Party shall, on being required to do so by another Party now or at any time in the future, do or procure the doing of all such acts and things and/or execute or procure the execution of all such deeds and documents which are reasonably considered necessary for giving effect to its obligations under this Agreement.

AS WITNESS this Agreement has been signed on the date shown above

SCHEDULE 1

THE CORE SERVICES

Means the services provided to the Authority as set out in the Business Plan prepared for each Financial Year pursuant to Clause 8.7 of the Collaboration Agreement.

SCHEDULE 2

THE BESPOKE SERVICES

Means the services to be delivered to the Authority as set out in the annexure of the Business Plan prepared for each Financial Year pursuant to Clause 8.7 of the Collaboration Agreement.

SCHEDULE 3

ADDITIONAL SERVICES REQUEST PROCESS

Part A

1. The Authority may issue an Additional Services Request by notice in writing to the Company giving details of the proposed services required and a proposed timetable for implementation.
2. The Company shall, within 14 days of receiving the Additional Services Request prepare a draft response (“**Response**”) in respect of the request which will set out the resource requirements, proposed charges and comments on the proposed timetable and any such additional detail as the Authority may require.
3. The Authority will consider the Response and will notify the Company in writing within 21 days of its receipt of whether it wishes:
 - 3.1 to request the Company to proceed with Additional Services Request in accordance with the Response (together with any amendments as may be agreed between the Parties); or
 - 3.2 not to proceed with the Additional Services Request.
4. If the Authority notifies the Company that it wishes to proceed in accordance with the Response, the Company shall prepare a draft Additional Services Agreement for the Authority’s consideration and approval.
5. The Company shall deliver the Additional Services in accordance with the duly executed Additional Services Agreement.

Part B

Additional Services Agreement Template

1. General

1.1 This Additional Services Agreement is a binding agreement made pursuant to Clause 5 and Schedule 3 of the Commissioning Agreement executed by the Parties on [xxxx].

1.2 This Additional Services Agreement defines the Additional Services to be delivered by the Company. It identifies the processes to be followed, the timetable and key dates for delivery of the Additional Services, how the Additional Services will be funded and paid for and an indication of the resources that have been allocated.

1.3 Unless otherwise expressly varied or excluded in this Additional Services Agreement:

1.3.1 Terms and expressions used in this Additional Services Agreement shall have the meanings ascribed in the Commissioning Agreement; and

1.3.2 the terms and conditions of the Commissioning Agreement are incorporated into this Additional Services Agreement.

2. Additional Services

2.1 [Set out in full details of the services required and any deliverables required to be delivered].

3. Implementation

3.1 [Set out details of how the services will be delivered, e.g. roles and responsibilities, timetable for implementation, any reporting requirements over and above that set out in the Commissioning Agreement].

4. Personnel

4.1 [Identify who will be engaged including any key personnel to provide the Additional Services]

5. Additional Services Charges

5.1 [Set out what the charges will be and frequency of invoice]

SIGNED BY DULY AUTHORISED	
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REPRESENTATIVE OF THE AUTHORITY	
SIGNED BY DULY AUTHORISED REPRESENTATIVE OF THE SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE	

SCHEDULE 4

SERVICE STANDARDS AND SERVICE LEVELS

1. Standards for Systems Leaders

1. To recognise and reinforce the local authorities' and schools' responsibility to safeguard all children
2. To represent the statutory role of the partner local authorities in all of their conduct and contact with schools
3. To engage and sustain in the meaningful support and challenge of schools and their performance and thereby securing continuous improvement
4. To engage with schools on a regular and frequent basis as set out in the final business case and related documents and any variation in the frequency of visits to be agreed in negotiation with the authority
5. To report on their visits to schools to the Company and to the home local authorities within 48 hours of each visit setting out progress to date and actions to be taken by the school, the systems leader, the authority and any other party
6. To ensure that the home local authority is alerted to any sensitive issues of any urgency and importance developing in schools in a prompt and timely manner
7. To provide regular overview reports of the work done with and progress by schools as per agreement: -

<u>Schools</u>	<u>Frequency of overview report</u>
Bands 4 & 5	Half termly
Band 3	Termly
Bands 1 & 2	Annually

8. To provide a detailed analysis of the schools' performance data to the local authority to inform: -
 - Its reports to members
 - Its links to governors
 - Its deployment of targeted resources
 - Its report to the community

9. To report on the impact and quality of leadership of schools at all levels: -
 - The governing body
 - Headteacher
 - Senior leadership teams
 - Middle leadership teams

10. To liaise between schools and the local authority to ensure schools set challenging targets that are shared promptly with the local authority, (within 24 hours), to secure the authority's endorsement or challenge on these targets, (within 3 Business Days).

11. To monitor the development and implementation of each school's development plan and promptly share any concerns with the local authority should the implementation of the plan stall

12. To report, at least termly, their review of each school's approach to tracking learners' performance and to delivering timely and effective interventions to ensure pupils fulfil their potential

13. To report to the local authority when undertaking statutory visits to schools and when ensuring schools undertake statutory assessments and implement rigorous moderation

14. To contribute to the South East Wales local authorities' transformation agenda , representing the vision of the consortium and its views in securing school improvement, most importantly the commitment to : -
 - Improving literacy
 - Improving numeracy
 - Overcoming disadvantage

15. To ensure that the schools in South East Wales are functioning at a level of inspection readiness at all times

16. To use a range of systems tools and interventions to ensure schools in difficulty develop a strong trajectory of positive improvement

COMPLAINTS PROCEDURE



**Education Achievement Service for South East Wales (EAS)
Concerns and Complaints Policy**

The EAS is committed to dealing effectively with any concerns or complaints you may have about our service. We aim to clarify any issues about which you are not sure. If possible, we will put right any mistakes we may have made. We will provide any service you are entitled to which we have failed to deliver. If we got something wrong, we will apologise and where possible we will try to put things right. We also aim to learn from our mistakes and use the information we gain to improve our services.

When to use this policy

When you express your concerns or complain to us about the services provided to you, we will usually respond in the way we explain below. Sometimes you might be concerned about matters that are not decided by us, we will then advise you about how to make your concerns known.

Where it is more appropriate for your complaint to be dealt with by your local authority, we will:

- let you know that we will refer the complaint to the complaints officer in that local authority; and
- forward your complaint to the relevant local authority.

Your complaint will then follow the complaints procedure of that local authority, a copy of which we will provide to you.

This policy does not apply if the matter relates to a Freedom of Information or Data Protection issue. In this circumstance, you should contact Information Governance Officer, EAS, at either, Llanwern High School, Hartridge Farm Road, Newport, NP18 2YE or Tredomen House, Tredomen Park, Ystrad Mynach, Hengoed, CF82 7WF.

Informal resolution

If possible, we believe it is best to deal with things straight away rather than try to sort them out later. If you have a concern, raise it with the person you are dealing with. He or she will try to resolve it for you there and then. If there are any lessons to learn from addressing your concern then the member of staff will draw them to our attention. If the member of staff cannot help, they will explain why and you can then ask for a formal investigation.

How to express concern or complain formally

You can express your concern in any of the ways below.

- You can ask for a copy of our form from the person with whom you are already in contact. Tell them that you want us to deal with your concern formally.

- You can get in touch with our central complaint contact point on telephone 01633 415472/01443 864963 if you want to make your complaint over the phone.
- You can use the form on our website (in the 'Contact Us' link) at www.sewaleseas.org.uk or corporatecomplaints@sewaleseas.org.uk
- You can e-mail us at business.support@sewaleseas.org.uk
- You can write a letter to us at one of the following addresses:

Corporate Complaints EAS Llanwern High School Hartridge Farm Road Newport NP18 2YE	Corporate Complaints EAS Tredomen House Tredomen Park Ystrad Mynach Hengoed CF82 7WF
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Our concern and complaint forms are available on our website (www.sewaleseas.org.uk - in the 'Contact Us' link) and also from our main base locations.

Copies of this policy and the complaint form are available in Welsh and as audio or large print.

Dealing with your concern

- We will formally acknowledge your concern within five working days and let you know how we intend to deal with it.
- We will ask you to tell us how you would like us to communicate with you and establish whether you have any particular requirements - for example, if you have a disability. We will deal with your concern in an open and honest way.
- We will ensure that the local authority in which the matter or issue took place, is provided with full details of the complaint within five working days of receipt
- We will make sure that your dealings with us in the future do not suffer just because you have expressed a concern or made a complaint.
- We will report to the EAS's Joint Executive Group that we are investigating the complaint that you have made.

What is the Joint Executive Group?

The executive function for education in the five local authorities who are members of the EAS has formed the Joint Executive Group. The Joint Executive Group commissions services from the EAS on behalf of each local authority.

When to raise your concerns or complaints

To allow us to consider whether we need to take any steps to put things right it is best to notify us of any concerns or complaints you may have as soon as is reasonably possible.

Therefore, normally, we will only be able to look at your concerns if you tell us about them within 12 months. This is because it is better to look into your concerns while the issues are still fresh in everyone's mind.

We may exceptionally be able to look at concerns which are brought to our attention later than this. However, you will have to give us strong reasons why you have not been able to bring it to our attention earlier and we will need to have sufficient information about the issue to allow us to consider it properly.

If you are expressing a concern on behalf of somebody else, we will need their agreement to you acting on their behalf.

What if there is more than one body involved?

If your complaint covers more than one body e.g. a school or education authority we will usually work with them to decide who should take a lead in dealing with your concerns. You will then be given the name of the person responsible for communicating with you while we consider your complaint.

If the complaint is about a body or person working on our behalf e.g. through a support services Service Level Agreement or consultant, you may wish to raise the matter informally with them first. However, if you want to express your concern or complaint formally, we will look into this ourselves and respond to you.

Investigation

We will tell you who we have asked to look into your concern or complaint. If your concern is straightforward, we will usually ask somebody from the service to look into it and get back to you. If it is more serious, we may use someone from a separate section of the EAS or in certain cases we may appoint an independent investigator.

We will set out to you our understanding of your concerns and ask you to confirm that we have got it right. We will also ask you to tell us what outcome you are hoping for. The person looking at your complaint will usually need to see the files we hold relevant to your complaint.

If there is a simple solution to your problem, we may ask you if you are happy to accept this. For example, where you asked for a service and we see straight away that you should have had it, we will offer to provide the service rather than investigate and produce a report.

We will aim to resolve concerns as quickly as possible and expect to deal with the vast majority within 20 working days. If your complaint is more complex, we will:

- let you know within this time why we think it may take longer to investigate
- tell you how long we expect it to take

- let you know where we have reached with the investigation, and give you regular updates, including telling you whether any developments might change our original estimate.

The person who is investigating your concerns will aim first to establish the facts. The extent of this investigation will depend on how complex and how serious the issues you have raised are. In complex cases, we will draw up an investigation plan.

In some instances, we may ask to meet you to discuss your concerns. Occasionally, we might suggest mediation or another method to try to resolve disputes.

We will look at relevant evidence. This could include files, notes of conversations, letters, e-mails or whatever may be relevant to your particular concern. If necessary, we will talk to the staff or others involved and look at our policies and any legal entitlement and guidance.

Outcome

If we formally investigate your complaint, we will let you know what we have found in keeping with your preferred form of communication. This could be by letter or e-mail, for example. If necessary, we will produce a longer report. We will explain how and why we came to our conclusions.

If we find that we got it wrong, we will tell you what and why it happened.

If we find there is a fault in our systems or the way we do things, we will tell you what it is and how we plan to change things to stop it happening again.

If we got it wrong, we will always apologise.

Appeals

In the event of you not being satisfied with the outcome of your complaint or how it has been dealt with the matter will be referred to the relevant local authority for their consideration.

Learning lessons

We take your concerns and complaints seriously and try to learn from any mistakes we have made. Our senior management team considers a summary of all complaints quarterly as well as details of any serious complaints. Our Joint Executive Board monitors complaints received and also considers our response to complaints.

Where there is a need for change, we will develop an action plan setting out what we will do, who will do it and when we plan to do it by. We will let you know when changes we have promised have been made.

What if I need help?

Our staff will aim to help you make your concerns known to us. If you need extra assistance, we will try to put you in touch with someone who can help.

You can also use this concerns and complaints policy if you are someone under the age of 18. If you need help, you can:-

1. Speak to someone on the Meic Helpline.

Tel: 08088 023456,

Email: www.meiccymru.org

2. Contact the Children's Commissioner for Wales.

Tel: 01792 765600 (South Wales),

01492 523333 (North Wales)

Email: post@childcomwales.org.uk or www.childcom.org.uk

South Wales Office:

Oystermouth House

Phoenix Way

Llansamlet

Swansea SA7 9FS

North Wales Office:

Penrhos Manor Oak

Drive Colwyn Bay

Conwy LL29 7YN

What we expect from you

In times of trouble or distress, some people may act out of character. There may have been upsetting or distressing circumstances leading up to a concern or a complaint. We do not view behaviour as unacceptable just because someone is forceful or determined.

We believe that all complainants have the right to be heard, understood and respected. However, we also consider that our staff have the same rights. We, therefore, expect you to be polite and courteous in your dealings with us. We will not tolerate aggressive or abusive behaviour, unreasonable demands or unreasonable persistence. We have a separate policy to manage situations where we find that someone's actions are unacceptable.

❖ **Concern / Complaint Form A: Your Details:**

Title: Mr/Mrs/Miss/Ms/Zf <i>other please state</i>	
Forename(s):	
Surname:	
Address and Postcode:	
Email address:	
Daytime contact number:	
Mobile number:	

Please state by which of the above methods you would prefer us to contact you:

1. **Your requirements:** if our usual way of dealing with complaints makes it difficult for you to use our service, for example if English or Welsh is not your first language or you need to engage with us in a particular way, please tell us so that we can discuss how we might help you.
2. The person who experienced the problem should normally fill in this form. **If you are filling this in on behalf of someone else, please fill in section B.** Please note that before taking forward the complaint we will need to satisfy ourselves that you have the authority to act on behalf of the person concerned.

❖ **B: Making A Complaint On Behalf of Someone Else: Their Details**

Name in Full:	
Address and postcode:	
What is your relationship to them?	
Why are you making a complaint on their behalf?	

❖ **C: About Your Concern / Complaint:**

(Please continue your answers to the following questions on a separate sheet(s) if necessary)

❖ **C.1: Name of the department/section/service you are complaining about:**

❖ **C.2: What do you think they did wrong, or failed to do?**

❖ **C.3: Describe how you personally have suffered or have been affected:**

❖ **C.4: What do you think should be done to put things right?**

❖ **C.5: When did you first become aware of the problem?**

❖ **C.6: Have you already put your concern to the frontline staff responsible for delivering the service? If so, please give brief details of how and when you did so.**

❖ **C.7: If it is more than 12 months since you first became aware of the problem, please give the reason why you have not complained before now.**

❖ **(If you have any documents to support your concern/complaint, please attach them with this form.)**

3. Signature:

4. Date:

❖ **When you have completed this form, please send it to either:**

Corporate Complaints
EAS
Llanwern High School
Hartridge Farm Road
Newport NP18 2YE

Corporate Complaints
EAS
Tredomen House
Tredomen Park
Ystrad Mynach
Hengoed CF82 7WF

Email: corporatecomplaints@sewaleseas.org.uk

Executed by affixing the common seal of
BLAENAU GWENT COUNTY
BOROUGH COUNCIL in the presence of:

.....

.....

Executed by affixing the common seal of
CAERPHILLY COUNTY
BOROUGH COUNCIL in the presence of:

.....

.....

Executed by affixing the common seal of
MONMOUTHSHIRE COUNTY
BOROUGH COUNCIL in the presence of:

.....

.....

Executed by affixing the common seal of
NEWPORT CITY COUNTY in the presence of:

.....

.....

Executed by affixing the common seal of
TORFAEN COUNTY
BOROUGH COUNCIL in the presence of:

.....

.....

Signed for and on behalf of)
SOUTH EAST WALES)	
EDUCATION ACHIEVEMENT)	Signature
SERVICE)	
by a duly authorised)
representative)	Name
	
		Position

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CABINET – 29TH JUNE 2016

SUBJECT: CABINET FORWARD WORK PROGRAMME

REPORT BY: ACTING DIRECTOR OF CORPORATE SERVICES AND SECTION 151 OFFICER

1. PURPOSE OF REPORT

- 1.1 To seek Cabinet endorsement of the Forward Work Programme for the period July 2016 to September 2016.

2. SUMMARY

- 2.1 The report outlines a proposed Forward Work Programme of future Cabinet reports.
- 2.2 The Forward Work Programme is updated on a monthly basis to reflect any amendments that are made to it since it was first agreed on 22nd January 2014.
- 2.3 A more detailed Forward Work Programme will be reviewed during this period and a more detailed format will be developed.

3. LINKS TO STRATEGY

- 3.1 The Council is required to publish a Cabinet Forward Work Programme to assist in open and transparent decision-making.

4. THE REPORT

- 4.1 The Cabinet Forward Work Programme sets out the key reports that Cabinet expects to receive in the coming months. It is a legal requirement that such programmes are published. The programme is an important way of tracking progress against targets set in the Council's Improvement Plan.
- 4.2 Appendix 1 to this report sets out details of the Cabinet Forward Work Programme for the period July to September 2016.
- 4.3 It should be noted that urgent and unanticipated reports could be added to the Cabinet Work Programme.
- 4.4 Members will be aware that, following the Scrutiny review and recommendations approved by Council on 6th October 2015, that it was agreed that the format of the Forward Work Programme will be reviewed so that it gives more detailed narratives. This has been undertaken and presented at Appendix 1.

5. EQUALITIES IMPLICATIONS

- 5.1 The principles of good governance are directly linked to the Council's Strategic Equality Objectives, stemming from duties under the Equality Act 2010 (Statutory Duties) (Wales) Regulations 2011 and the Welsh Language (Wales) Measure 2011. Equalities Implications are a standard part of all committee reports in order to ensure that due consideration has been given to the views of individuals and groups from the communities of Caerphilly county borough, regardless of their backgrounds and circumstances.

6. FINANCIAL IMPLICATIONS

- 6.1 There are no financial implications associated with this report.

7. PERSONNEL IMPLICATIONS

- 7.1 There are no personnel implications associated with this report.

8. CONSULTATIONS

- 8.1 There are no consultation responses that have not been reflected in this report.

9. RECOMMENDATIONS

- 9.1 It is recommended that Cabinet approve the Forward Work Programme as outlined in Appendix 1.

10. REASONS FOR THE RECOMMENDATIONS

- 10.1 To satisfy legislative requirements and to ensure more transparent and effective decision-making.

11. STATUTORY POWER

- 11.1 Local Government Acts 1972 and 2000.

Author: Cath Forbes-Thompson, Interim Head of Democratic Services
Consultees: Corporate Management Team
Gail Williams, Interim Head of Legal Services and Monitoring Officer

Appendices:
Appendix 1 Cabinet Forward Work Programme

CABINET FORWARD WORK PROGRAMME: APRIL TO JUNE 2016		
13TH JULY 2016	Key Issues	Cabinet Member
Community and Leisure Fees. Ffioedd Cymunedol a Hamdden	The report outlines a number of service areas where there are either new services to be offered that require fees to be set or where fee increases have not been implemented for a number of years such that the fee structure is no longer sustainable and/or is not recovering the full cost of the service. The report therefore seeks cabinet approval to introduce certain new fees and to increase or change the fee structure of others.	Councillor N. George
Winter Service Plan Endorsement. Cymeradwyaeth Cynllun Gwasanaeth y Gaeaf	To seek endorsement of the council's annual approach to Winter Maintenance.	Councillor T. Williams
Federation of Schools. Ffederasiwn Ysgolion	This report outlines proposal to agree to support, in principle, the federation of schools. The specific recommendation is to proceed with proposals in the autumn term to include Bedwas Junior/Rhydri Primary, Fleur-de-Lys Primary/Pengam Primary and Cwmfelinfach Primary/Ynysddu Primary schools.	Councillor D. Havard
Property Services - State of the Estate Report 31st March 2016. Gwasanaethau Eiddo - Adroddiad Cyflwr yr Ystâd 31ain Mawrth 2016.	For some time now the Welsh Government (WG) has produced an annual report on the "State of the Estate" relating to property in their ownership. The report is very useful and has been widely circulated by WG. The report has prompted Property Services to prepare a similar report for the council. The main driver for that being introduced now is to reflect on the significant changes that have been made to the council's property portfolio and the way that portfolio is now managed.	Councillor D. Hardacre

27TH JULY 2016	Key Issues	Cabinet Member
Provisional Outturn for 2015/16. Alldro Dros Dr oar gyfer 2015/16.	This report will provide Cabinet with details of the provisional revenue budget outturn for the 2015/16 financial year prior to the annual audit by the Authority's External Auditors, Grant Thornton. The report will provide an overview of the Council's financial performance and will set out the reasons for any significant variations against budget.	Councillor B. Jones
Reserves Strategy. Strategaeth Cronfeydd wrth Gefn.	Following a review of the Reserves Protocol this report will seek Cabinet endorsement of a reserves strategy setting out details of the types of reserves held by the Authority, their purpose and the processes for authorising use of the reserves.	Councillor B. Jones
Financial Resilience Report. Adroddiad Gwydnwch Ariannol.	Cabinet will be presented with the Wales Audit Office (WAO) financial resilience assessment report for Caerphilly CBC. The review work on which the report is based focusses on the delivery of agreed savings for the 2014/15 financial year and budget planning arrangements for 2015/16. All Local Authorities in Wales have been subject to review and individual reports have been produced by the WAO. The report being presented to Cabinet will include details of the key findings of the review, a risk assessment and proposals for improvement.	Councillor B. Jones
Wales Audit Office Review of the Development of a Sport and Leisure Strategy Adolygiad Swyddfa Archwilio Cymru o Ddatblygiad o Strategaeth Hamdden a Chwaraeon.	To update Cabinet on the outcome of a recent Wales Audit Office (WAO) review of the development of a Sport & Leisure Strategy and the next steps to be taken by the Council in addressing the recommendations made by the WAO.	Councillor N. George

7TH SEPTEMBER 2016	Key Issues	Cabinet Member
Land at Upper Cefn Road, Deri	To seek approval to dispose of Land at Upper Cefn Road, Deri.	Councillor D. Hardacre

21ST SEPTEMBER 2016	Key Issues	Cabinet Member

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CABINET – 29TH JUNE 2016

SUBJECT: AMENDMENTS TO AUTHORISATION OF OFFICERS WITHIN THE PUBLIC PROTECTION DIVISION

REPORT BY: CORPORATE DIRECTOR, SOCIAL SERVICES

1. PURPOSE OF REPORT

- 1.1 To inform Cabinet of changes to the legislation applicable officers of the Public Protection Division prior to presentation of the report to Council to amend the Council's Constitution to include Psychoactive Substances Act 2016 and the Children and Families Act 2014.
- 1.2 To obtain additional authorisation for officers under the above Acts.

2. SUMMARY

- 2.1 Officers within the Public Protection Division require additional authorisation under Acts of Parliament in order to enforce the legislation and carry out their duties.

3. LINKS TO STRATEGY

- 3.1 Public protection is a statutory duty of the authority and contributes towards the Healthier Caerphilly priority within the Caerphilly single integrated plan, Caerphilly Delivers. The Public Protection Division also contributes to the following Well-being Goals within the Well-being of Future Generations Act (Wales) 2015:

- A prosperous Wales
- A resilient Wales
- A healthier Wales
- A more equal Wales
- A Wales of cohesive communities
- A Wales of vibrant culture and thriving Welsh language

The proposal for additional enforcement powers is also consistent with the five ways of working set out in the sustainable development principle as defined in the Act and contributes to a number of the Well-being goals

4. THE REPORT

4.1 Authorisation of Officers

- 4.1.1 As a result of the introduction of new legislation and following a review of existing authorisations it is considered that the Council's Constitution should be amended to include the following legislation:

- **Psychoactive Substances Act 2016**

The above legislation came into force on the 26th of May 2016 and can be enforced by police, Local authorities, Border Force and the National Crime Agency with the Police taking primary responsibility. The legislation creates offences for the supply, production, import and export of New Psychoactive Substances (NPS) also called “legal highs”. The new law captures any substance intended for human consumption that is capable of producing a psychoactive effect excluding substances, such as alcohol, tobacco, nicotine, caffeine and medical products.

It also provides four civil sanctions – prohibition notices, premises notices, prohibition orders and premises orders (breach of the two orders will be a criminal offence) – to enable the police and local authorities to adopt a graded response to the production, supply etc. of psychoactive substances in appropriate cases. Officers are currently working in partnership with Gwent Police to raise awareness of the legislation; Trading Standards will take responsibility for sales from retail premises and Police where they are sold in other circumstances and environments. Local authorities may issue prohibition notices (to prevent a person from carrying out any prohibited activity specified) in the notice) or a premises notice (to require a person to take all reasonable steps to prevent any prohibited activity being carried out at any premise owned etc. by the person). If the notices are not complied with the local authority can apply to the courts for a prohibition order or premise order. The courts can issue prohibition orders on conviction. Breach of a prohibition order is an offence. Orders can contain an access prohibition. Specific powers are given to authorised persons to enforce such access prohibitions. Magistrates can issue a search warrant to Local Authority officers to enter a premise and to search them for relevant evidence.

- **Children and Families Act 2014**

The above act introduces a number of new powers and responsibilities for the authority's Trading Standards Service.

Purchase of tobacco etc. on behalf of persons under 18

Section 395 of the above Act introduces an offence in England and Wales of “proxy purchasing” of tobacco products and cigarette papers. This makes it an offence for a person aged 18 or over to buy, or attempt to buy, tobacco or cigarette papers on behalf of a person under the age of 18. This section also provides local authority enforcement officers with the flexibility to issue fixed penalty notices if they believe an offence has been committed and powers of entry.

Prohibition of sale of nicotine products to persons under 18

This legislation also makes consequential amendments to integrate the new age of sale offence for nicotine products into the existing legislation for tobacco products i.e. Children and Young Persons (Protection from Tobacco) Act 1991 and Children and Young Persons Act 1933. The Nicotine Inhaling Products (Age of Sale and Proxy Purchasing) Regulations 2015 made under Part 5 of the above Act, contain provisions which make it an offence to sell certain nicotine inhaling products to persons aged under 18 and for an adult to purchase nicotine inhaling products on behalf of a person aged under 18 (proxy sales of e-cigs and e-liquids). There is an exemption for products that are licensed as either a medicinal product or a medical device and is sold by prescription.

5. EQUALITIES IMPLICATIONS

- 5.1 There are no potential equalities implications of this report and its recommendations on groups or individuals who fall under the categories identified in Section 6 of the Council's Strategic Equality Plan. There is no requirement for an Equalities Impact Assessment Questionnaire to be completed for this report.

6. FINANCIAL IMPLICATIONS

6.1 None, enforcement activities are carried out within normal work programme.

7. PERSONNEL IMPLICATIONS

7.1 None.

8. CONSULTATION

8.1 This report has been sent to the Consultees listed below and all comments received are reflected in this report.

9. RECOMMENDATIONS

9.1 That Cabinet note the implementation of this legislation and refer the recommended changes to the Council's Constitution to Council for determination. The Council's Monitoring Officer make the necessary amendments to the Council's Constitution.

9.2 That the Council's Constitution and terms of reference be amended by adding the following: Psychoactive Substances Act 2016, Children and Families Act 2014.

9.3 That Officers within the Public Protection Division be authorised under the Psychoactive Substances Act 2016 and the Children and Families Act 2014 in order to enforce the legislation and carry out their duties.

10. REASONS FOR RECOMMENDATION

10.1 In order to comply with statutory requirements and to ensure proper and effective enforcement of the legislation.

11. STATUTORY POWER

11.1 Local Government Act 1972, Psychoactive substances Act 2016, Children and Families Act 2014. The discharge of duties under the above legislation is a Cabinet function.

Author: Jacqui Morgan, Trading Standards, Licensing and Registrars Manager – Ext 5034
Consultees: Cllr N George, Cabinet Member for Community & Leisure Services
Dave Street, Corporate Director, Social Services
Rob Hartshorn, Head of Public Protection
Gail Williams, Interim Head of Legal Services/Monitoring Officer
Sue Ead, Solicitor
David A. Thomas, Senior Policy Officer (Equalities and Welsh Language)
Shaun Watkins, HR Manager
Mike Eedy, Finance Manager

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