

**STRATEGIC PARTNERSHIP AGREEMENT**

**between**

**THE COUNCIL OF THE BOROUGH OF KIRKLEES**

**and**

**LEEDS CITY COUNCIL**

Kirklees Council

# CONTENTS

---

## CLAUSE

1. DEFINITION AND INTERPRETATION
2. COMMENCEMENT AND DURATION
3. EXTENDING THE INITIAL TERM
4. PARTNERSHIP ARRANGEMENTS
5. NOT USED
6. FINANCIAL ARRANGEMENTS
7. INTELLECTUAL PROPERTY
8. PLANS FOR IMPROVEMENT AND MONITORING
9. PREMISES
10. ASSETS
11. STAFFING (TUPE, SECONDMENT)
12. GOVERNANCE STRUCTURE
13. REVIEW AND REPORTING
14. VARIATIONS
15. PARTNERSHIP AND CO-OPERATION
16. HEALTH AND SAFETY
17. EQUALITY DUTIES
18. FREEDOM OF INFORMATION
19. DATA PROTECTION AND CONFLICTS OF INTEREST
20. CONFIDENTIALITY
21. INSURANCE
22. NOT USED
23. NOT USED
24. NOT USED
25. NOT USED
26. DISPUTE RESOLUTION
27. TERMINATION
28. CONSEQUENCES OF TERMINATION
29. PUBLICITY

30. NOT USED
31. THIRD PARTY RIGHTS
32. NOTICES
33. SEVERABILITY
34. WAIVER
35. ENTIRE AGREEMENT
36. GOVERNING LAW AND JURISDICTION
37. NOT USED
38. CHANGE IN LAW
39. COUNTERPARTS
40. SCRUTINY
41. ASSIGNMENT

## **SCHEDULE**

SCHEDULE 1	AIMS AND OUTCOMES – Proposal for Strategic Improvement Partnership – Section Two
SCHEDULE 2	THE DIRECTION
SCHEDULE 3	SERVICES AND SCOPE
SCHEDULE 4	PAYMENT SCHEDULE
SCHEDULE 5	GOVERNANCE STRUCTURE
SCHEDULE 6	STAFFING
SCHEDULE 7	SECONDMENT AGREEMENT
SCHEDULE 8	<u>LIST OF SECONDED EMPLOYEES</u>
SCHEDULE 9	EXIT STRATEGY
SCHEDULE 10	SECRETARY OF STATE CONSULTATION AND CONSENT

## **PARTNERS**

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall, Ramsden Street, Huddersfield HD1 2TA (“KC”) and
- (2) **LEEDS CITY COUNCIL** of Civic Hall, Leeds, LS1 1UR (“LCC”) (together “the Partners” or individually “the Partner”)

## **BACKGROUND**

- A. The purpose of the Agreement is to put in place an effective strategic partnership between KC and LCC, whereby KC and LCC work in partnership using the skills and experience of LCC as a DfE partner in practice to deliver all of KC’s Children’s Services Functions.
- B. The improvement partnership will support the delivery of the Improvement Programme contained in Section Two of the proposal for Strategic Improvement Partnership and attached at Schedule 1 which will support the improvement of services and outcomes for children and families in Kirklees.
- C. Following an Ofsted report on 25<sup>th</sup> November 2016 the Secretary of State is satisfied that KC is failing to perform to an adequate standard some or all of the functions to which section 497A of the Education Act 1996 is applied by section 50 of the Children Act 2004 (“children’s social care functions”), namely:
  - a. social services functions, as defined in the Local Authority Social Services Act 1970, so far as those functions relate to children;
  - b. the functions conferred on the Council under sections 23C to 24D of the Children Act 1989 (so far as not falling within paragraph a. above); and
  - c. the functions conferred on the Council under sections 10, 12, 12C, 12D and 17A of the Children Act 2004.

- D. The Director of Children Services of LCC was appointed by KC as its statutory Director of Children's Services on 10 July 2017 and he is the joint Director of Children's Services for both Partners. In addition, LCC have agreed to the secondment of a number of senior and experienced staff to KC as required during this Agreement and as determined by the LCC and KC Director for Children's Services.
- E. The Secretary of State for Education has issued a Direction which is appended to this Agreement at Schedule 2.
- F. The Partners are committed to the improvement of KC's Children's Services Functions and therefore wish to enter into the Partnership Arrangements under this Agreement.
- G. This Agreement is made pursuant to the Children Act 2004, Section 111 (subsidiary powers of local authorities), Section 112 (appointment of staff); Section 113 of the Local Government Act 1972 (power to place staff at disposal of other local authorities) Section 1 of the Localism Act 2011 (general power of competence), Section 3 of the Local Government Act 1999 (duty to secure best value) and all other enabling powers.
- H. KC resolved at a meeting of its Cabinet on 8<sup>th</sup> December 2017 to enter into this Agreement.
- I. LCC resolved at a meeting of its Executive Board on 20<sup>th</sup> September 2017 to delegate authority to its Chief Executive to negotiate and enter into this Agreement.
- J. This Agreement has been agreed by the Secretary of State for Education as required by paragraph 7d of the Direction.

## **AGREED TERMS**

### **1. DEFINITION AND INTERPRETATION**

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

**Agreement:** this Agreement between KC and LCC comprising these terms and conditions together with all schedules attached to it.

**Aims and Outcomes:** the objectives setting out how the Partnership Arrangements are likely to lead to an improvement in the way the Functions are exercised, as described in Section 2 of the Partners Proposal for Strategic Improvement Partnership at Schedule 1.

**Change in Law:** means the coming into effect or repeal (without re-enactment or consolidation) in England of any law, or any amendment or variation to any law, or any judgment of a relevant court of law that impacts on the Agreement and has a binding precedent in England after the Commencement Date.

**Children's Services Functions:** are the children's services social care functions of KC and shall have the same meaning as set out in the Direction or, in the case of legislative amendments, the successor provisions to those set out in the Direction.

**Commencement Date:** the 1st day of July 2017

**Conflict of Interest:** means any matter (whether related to this Agreement or otherwise) where the interests of the Partners are conflicted or potentially conflicted to such an extent that it raises legitimate concerns as to the appropriateness of the same officers or Seconded Employees from LCC advising both Partners in relation to this Agreement or the Partnership Arrangements and where separate advice to each Partner may facilitate probity and good decision making

**Data Protection Legislation:** this includes: until 25 May 2018

- a) The Data Protection Act 1998 (**DPA 1998**);
- b) Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- c) The Regulation of Investigatory Powers Act 2000;
- d) The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*);
- e) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector;
- f) The Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2003/2426*) and;

g) On or after 25 May 2018, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the General Data Protection Regulation and all applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable.

**DfE: Department for Education**

**Dispute Resolution Procedure:** the procedure set out in clause 26

**Director of Children’s Services:** The person jointly appointed by KC and LCC to the statutory role under the Children Act 2004 and any successor to that joint role, or successor to a single role in KC.

**Direction:** means the document issued by the Secretary of State for Education to the Council under section 497(4B) of the Education Act 1996 dated 25<sup>th</sup> January 2018, and set out at Schedule 2.

**Effective Date:** means the first day of the Commencement Date.

**Exit Plan:** means a plan which sets out the process to be followed by the Partners following a notice of termination by either Partner.

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

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

**Functions:** the statutory functions of the Director of Children’s Services and those delegated to the Director of Children’s Services by KC and its executive.

**Governance Board:** means a board responsible for the review of performance and strategic oversight of this Agreement and further described at Schedule 5.

**Improvement Board:** means the board established by KC as referred to in paragraph 3 to the Annex of the Direction; and as set out in Clause 12 and Schedule 5.



**Improvement Programme:** means the proposal for strategic improvement partnership – Section Two submitted by the Director of Children’s Services and approved by the DfE and set out at Schedule 1

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

**Initial Term:** the period commencing on the Commencement Date and ending on the 3rd anniversary of the Commencement Date.

**Intellectual Property Rights (IPR):** means all patents, trademarks, registered designs, copyright, database rights, unregistered design rights, rights in and to trade names, business names, domain names and addresses, product names and logos, databases, inventions, trade secrets, moral rights and other similar rights and obligations.

**Kirklees Council Assets:** the assets used by KC employees in the discharge of the KC’s Children’s Services Functions

**Law:** any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, rule of court, which is a binding precedent in England, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body.

**Kirklees Council’s Cost Reimbursement:** costs to be reimbursed by KC to LCC as set out in Schedule 4.

**Lead Members for Children’s Services:** means the elected members designated as Lead Member for Children’s Services under Section 19 of the Children Act 2004.

**Month:** means a calendar month

**Partners:** the Partners to this Agreement and Partner shall mean individually either LCC or KC.

**Partnership Arrangements:** the arrangements made between the Partners under this Agreement in accordance with Clause 4.

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

1 April to 30 June, 1 July to 30 September, 1 October to 31 December, 1 January to 31 March and “Quarterly” shall be interpreted accordingly.

**Regulatory Body:** those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate

or influence the matters dealt with in this Agreement, or any other affairs of KC.

**Relevant Transfer:** a relevant transfer under TUPE.

**Representative:** A person (or their nominee.) appointed by each Partner from time to time (and notified to the other Partner) to represent them at Governance Board meetings or Improvement Board meetings and authorised to act in the name of the Partners for the purposes of this Agreement on each of the Partners behalf.

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

**Scrutiny:** means the function of overview and scrutiny under Section 21 of The Local Government Act 2000 and as set out at paragraph 6 of Schedule 5.

**Secondment Agreement:** means a secondment agreement entered into between the Partners and the seconded employee, in the form or substantially in the form which is at Schedule 7 unless agreed otherwise by the Partners.

**Seconded Employee:** means an individual engaged as an employee by LCC who is seconded to KC under the Secondment Agreement in accordance with the Partnership Arrangements. Those Seconded Employees as at the date of this Agreement are listed in Schedule 8. The Director of Children's Services may change this list at their discretion subject to the agreement of, and based on the operational requirements of, each of the Partners. The Director of Children's Services shall ensure that KC have an up to date list at all times.

**Services:** the services which are the subject of this Agreement and described in Schedule 3.

**Term:** the period of the Initial Term as may be varied by:

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

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

**Working Day:** means 8:30am to 5:15pm on any day other than Saturday, Sunday, a public or bank holiday in England.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 The words includes, or including are to be construed without limitation.
- 1.6 A reference to one gender includes a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to **writing** or **written** includes faxes and email.
- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 In the event and to the extent only if any conflict between the clauses and the schedules to this Agreement shall be construed in the following order of priority:-
  - 1.12.1 Clauses;
  - 1.12.2 Schedules except that the terms of the Secondment Agreement at Schedule 7 will take precedence in the event of a conflict with the clauses of this Agreement.

## **2. COMMENCEMENT AND DURATION**

This Agreement shall take effect on the Commencement Date and shall continue for the Initial Term of 3 years, with a review every 6 months from the Commencement Date, unless terminated earlier in accordance with the terms of this Agreement.

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

The Partners may extend this Agreement for a period and on varied terms as they agree, beyond the Initial Term, provided that any extension shall be agreed by the Partners no later than 6 months prior to the expiry of the Initial Term, in writing and signed by the Partners.

### **4. PARTNERSHIP ARRANGEMENTS**

- 4.1 The Partners enter into these Partnership Arrangements to improve Kirklees Council's Children's Services from its current score of inadequate as judged by Ofsted in its report dated 25th November 2016 and to deliver the necessary long term improvements to its Children's Services Functions to meet at least the minimum standard under the Ofsted framework. The Partners will endeavour to improve the standards of services for children in Kirklees and improve outcomes for children and families.
- 4.2 The specific Aims and Outcomes of the Partnership Arrangements are described in Schedule 1.
- 4.3 Nothing in this Agreement shall prejudice or affect the rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity. For the avoidance of doubt, there is no transfer of statutory functions from KC to LCC.
- 4.4 Seconded Employees will exercise their duties in their capacity as an officer of KC, and are not exercising statutory functions delegated by KC to LCC. KC may grant delegated powers under its officer scheme of delegation forming part of its constitution to certain Seconded Employees to enable them to perform Services under the Partnership Agreements.
- 4.5 At the date of this Agreement the Director of Children's Services is also an employee of LCC. In the event of the Director of Children's Services being solely an employee of KC there shall be an obligation on KC and the Director of Children's Services to obtain the consent of LCC prior to making any changes to the secondment arrangements that are in place at the date of their appointment.

### **5. NOT USED**

## **6. FINANCIAL ARRANGEMENTS**

- 6.1 LCC shall pay directly to the Seconded Employees their salaries and allowances set out in their contracts of employment. LCC will make any deductions that it is required to make from Seconded Employees' salary and also be responsible for payment of all salary related on costs (National Insurance etc) payable in respect of the Seconded Employees' salaries and the employer pension contributions paid by LCC to the Local Government Pension Scheme.
- 6.2 KC shall contribute to the costs of employment of Seconded Employees and the Partnership Arrangements in accordance with financial arrangements agreed by the Partners at Schedule 4.

## **7. INTELLECTUAL PROPERTY**

- 7.1 Nothing in this Agreement affects either Partner's rights in pre-existing Intellectual Property Rights (including pre-existing Intellectual Property Rights of either Partner contained in or relating to Confidential Information), as at or before the Commencement Date.
- 7.2 All Intellectual Property Rights in materials developed by any of the Partners for the purposes of the operation of the Services and Functions during the Term (as between the Partners) vest in KC on behalf of all the Partners.
- 7.3 KC grant LCC a non-exclusive, irrevocable, perpetual, royalty free licence to use and copy materials in the Intellectual Property Rights dealt with under this clause 7.2 which vest in KC on behalf of all the Partners.

## **8. PLANS FOR IMPROVEMENT AND MONITORING**

- 8.1 In relation to the Children's Services Functions of KC, the monitoring of the effectiveness of these Partnership Arrangements shall take place in accordance with paragraph 7g of the Direction and schedule 5 (clause 6) of this agreement.

## **9. PREMISES**

- 9.1 Subject to clause 27 (termination) KC shall make available KC's premises to the Partnership Arrangements for the Term, providing suitable office accommodation adequately equipped for the number of Seconded Employees and the Director of Children's Services on Working Days where these staff are on KC premises subject to KC's policies and procedures from time to time.

## **10. ASSETS**

- 10.1 KC shall make Kirklees Council Assets available to the Partnership Arrangements. For the purpose of this clause, KC's assets consist of assets used by KC employees in the discharge of KC's Functions (**Kirklees Council Assets**) including but not limited to telecoms, IT, desk space and meeting rooms.

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

- 11.1 The Partners do not intend that the creation of the Secondment Agreements coming into effect due to this Agreement will constitute a Relevant Transfer for the purposes of TUPE. Seconded Employees shall continue to be employed by LCC under their respective contract of employment which will remain in force.
- 11.2 The Partners agree that the provisions of Schedule 6 and 7 shall apply to any Seconded Employees
- 11.3 The Partners agree that LCC may make available Seconded Employees to KC under Section 113(1) of the Local Government Act 1972. Any such arrangements shall be agreed by the Director of Children's Services for Leeds.

## **12. GOVERNANCE STRUCTURE**

- 12.1 The governance structure set out in Schedule 5 shall apply in respect of the Partnership Arrangements and throughout the Term unless varied by written agreement from time to time or terminated in accordance with the terms of the Agreement. The Partners agree that the Secretary of State for Education shall

be consulted prior to any amendment coming into effect. Such consultation shall be a Consultation Reserved Matter in accordance with schedule 10.

- 12.2 The Director of Children's Services and all Seconded Employees are subject to KC's governance arrangements while they are working on the Partnership Arrangements during the Term.
- 12.3 NOT USED
- 12.4 NOT USED
- 12.5 NOT USED

### **13. REVIEW AND REPORTING**

- 13.1 The Director of Children's Services will work together with KC to agree appropriate and relevant reporting structure to the Lead Members for Children's Services for KC as to the effectiveness of the Partnership Arrangements and in particular insofar as KC is concerned the progress against the Improvement Programme.
- 13.2 The Director of Children's Services will meet bi-monthly with representatives of the DfE as set out in paragraph 7g of the Direction for the purpose of monitoring the Partnership Arrangements.
- 13.3 The Governance Board is required by paragraph 7g of the Direction to provide Quarterly reports to the DfE on all aspects of the Improvement Programme for children's social care.
- 13.4 The Partners will provide Quarterly reports as may be agreed with the DfE on the delivery of the Improvement Programme and any additional information as the DfE may require from time to time.
- 13.5 Save where the Governance Board agree alternative arrangements (including frequencies) the Partners shall undertake a 6 monthly review of the operation of this Agreement and within a reasonable time prepare a report to the Governance Board. The 6 monthly review shall include:
- a review of progress against the ten point improvement plan (both deliverables from the plan and outcomes for children and young people);
  - a summary of any issues and concerns;

- a summary of financial activity reports produced within the period covered by the review; and
- the impact of the partnership on the provision of children's services within the LCC administrative area.

The output from the review shall be a summary of the outputs detailed above and the Quarterly reports of the Director of Children's Services and the Children's Services Commissioner during the period covered will be appended.

#### **14. VARIATIONS**

Except as otherwise expressly provided in the Agreement, no amendment of or supplement to any of the provisions of the Agreement shall be effective unless recorded in writing specifically referring to the Agreement and duly executed by a duly authorised Representative for and on behalf of each of the Partners subject to the approval by the Governance Board. Unless otherwise stated in the Agreement, any amendment or supplement to the provisions of this Agreement (other than any changes which are entirely administrative in nature and which the Partners authorised representatives acting reasonably do not believe will materially affect either Partners rights and obligations under the Agreement) shall require the consent of the Secretary of State and shall be a Consent Reserved Matter in accordance with Schedule 10.

#### **15. PARTNERSHIP AND CO-OPERATION**

15.1 For the avoidance of doubt, nothing in this Agreement shall be construed as constituting a legal partnership between the Partners or as constituting either Partner as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.

#### **16. HEALTH AND SAFETY**

16.1 KC shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice



relating to health and safety which may apply to the Partnership Arrangements and persons working on behalf of the partnership and LCC shall procure its Seconded Employees or appointed staff working on KC's premises comply with KC's health and safety policies.

- 16.2 KC shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974), together with related policies and procedures, are made available to LCC on request prior to the Effective Date and during the Term.

## **17. EQUALITY DUTIES**

- 17.1 The Partners acknowledge their respective duties under equality legislation including but not limited to the Equalities Act 2010 to eliminate unlawful discrimination, harassment and victimisation and to advance equality of opportunity and foster good relations between different groups, and that they and Seconded Employees shall not treat one group of people less favourably than others because of any protected characteristic in relation to the provision of the Service or decisions to recruit, train, promote, discipline or dismiss KC staff.

## **18. FREEDOM OF INFORMATION**

The Partners acknowledge that each is subject to the requirements of FOIA and the Environmental Information Regulations 2004 and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary and in compliance with any protocol which may be developed for this purpose.

## **19. DATA PROTECTION AND CONFLICTS OF INTEREST**

- 19.1 Each Partner shall comply with any notification requirements under Data Protection Legislation. Both Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.
- 19.2 The Partners do not intend that the Partnership Arrangements will involve sharing information. If the Partners decide to share personal data then a data sharing agreement shall be put in place in a format as may be agreed

between the Partners acting in accordance with all applicable legislation and associated guidance.

- 19.3 In the event of any Conflict of Interest arising, the Governance Board of the Partners and/or the Partners Representatives, if appropriate shall be informed immediately and decide how to deal with it.
- 19.4 The Partners shall comply with any policy for identifying and managing conflicts of interest as agreed by the Partners from time to time.
- 19.5 KC and LCC will use reasonable endeavours to avoid situations or mitigate the risks where Seconded Employees or jointly appointed staff have a conflict of interest arising from their respective responsibilities under this Agreement.

## **20. CONFIDENTIALITY**

- 20.1 Subject to clause 18 the Partners agree to keep confidential all documents relating to or received from the other Partner under this Agreement that are labelled as confidential.
- 20.2 Where a Partner receives a request to disclose information that the other Partner has designated as confidential in law, the receiving Partner shall consult with the other Partner before deciding whether the information is subject to disclosure.

## **21. INSURANCE**

- 21.1 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for Seconded Employees and any additional liabilities arising under this Agreement.
- 21.2 KC shall maintain in force throughout the Term the following insurance policies:
- i. Employer's Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences;
  - ii. Public Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences;

- iii. Professional Indemnity Insurance Policy of not less than £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

**22. NOT USED**

**23. NOT USED**

**24. Not Used**

**25. NOT USED**

**26. DISPUTE RESOLUTION**

- 26.1 In the first instance officers from each Partner will endeavour to resolve any disputes arising out of this Agreement informally. Where this is unsuccessful this will be escalated through the relevant line management.
- 26.2 The Partners shall co-operate in good faith to resolve the dispute as amicably as possible.
- 26.3 If any dispute cannot be amicably settled within 15 Working Days then an extraordinary meeting of the Governance Board will be arranged for discussion and resolution (meeting to be chaired by the Children's Services Commissioner or an appropriate representative of the Secretary of State for Education). Representatives from the DfE will be invited to attend this meeting.

**27. TERMINATION**

- 27.1 Subject to the Consent of the Secretary of State for Education under paragraph 3 of Schedule 10 KC may terminate this Agreement at any time by giving LCC 3 Months' notice in writing. Should this occur, KC shall have sole responsibility for resolving with the Secretary of State for Education the consequences of such termination upon the terms of the Direction.
- 27.2 Subject to the Consent of the Secretary of State for Education in accordance with paragraph 3 of Schedule 10 and without prejudice to other rights and

remedies at law, LCC may terminate this Agreement at any time by giving 3 Months' written notice to KC where:

- 27.2.1 KC fails to observe or perform any of its material obligations contained in this Agreement where such failure is not remediable;
- 27.2.2 KC fails to observe or perform any of its material obligations contained in the Agreement, where such failure was capable of being remedied within the specified time requested to do so by LCC;
- 27.2.3 following a failure to resolve a dispute under clause 26;
- 27.2.4 KC makes a decision on a matter or matters which fall within the scope of this Agreement and whose purpose is deemed by LCC to frustrate the fundamental Aims and Outcomes of this Agreement; or
- 27.2.5 the review carried out under Clauses 2 and 13 leads LCC to conclude (acting reasonably and in the best interests of the Partnership Arrangements) that the Agreement should be terminated.

27.3 NOT USED.

27.4 LCC may terminate this Agreement by giving 3 Months' notice to KC if there is a Change in Law that prevents LCC from complying with its obligations under this Agreement.

27.4.2

27.4.3

27.5 Subject to Consultation with the Secretary of State for Education LCC may terminate this Agreement at any time by giving 3 Months' written notice to KC, in the event LCC is no longer able to exercise its obligations in accordance with the Agreement, where LCC has determined in its reasonable opinion that continuing to contribute sufficient resources to the Partnership Arrangements, would result in an unreasonable negative impact on LCC's own performance of its children's services functions.

27.6 Either Partner may terminate on 3 Months written notice or after such reasonable period specified in a notice to the other Partner once the Governance Board has agreed and confirmed that the Improvement Programme has been achieved against agreed milestones – see Schedule 1. This right is subject to the Consent of the Secretary of State for Education

during the Initial Term and is subject to Consultation with the Secretary of State for Education thereafter.

27.7 The provisions of clause 28 shall apply on termination of this Agreement.

27.8 Termination of this Agreement shall not affect the liability of any rights or remedies of either Partner already accrued, before the date upon which such termination takes effect.

27.9 In any case where the Secretary of State for Education must be Consulted or provide Consent in accordance with the provisions of this clause 27 the procedure set out at Schedule 10 shall be followed.

## **28. CONSEQUENCES OF TERMINATION**

28.1 On the expiry of the Term, or if this Agreement is terminated in whole or in part for any reason:

28.1.1 The Partners will comply with the exit strategy set out in Schedule 9 and any current Exit Plan in the period leading up to termination or expiry of the Agreement.

28.2 The Partners shall both individually and collectively use reasonable endeavours to minimise and mitigate the financial liabilities which may arise upon termination under Clause 27.

28.3 The provisions of the following clauses shall survive termination or expiry of this Agreement:

- a) Clause 1 (Definition and Interpretation)
- b) Clause 6 (Financial Arrangements)
- c) Clause 7 (Intellectual Property)
- d) Clause 11 (Staffing, TUPE, secondment)
- e) Clause 15 (Partnership and Co-operation)
- f) Clause 18 (Freedom of Information)
- g) Clause 19 (Data Protection and Conflicts of Interest)
- h) Clause 20 Confidentiality
- i) Clause 26 (Dispute Resolution)
- j) Clause 28 (Consequences of Termination)
- k) Clause 31 (Third Party Rights)

28.4 The Secondment Agreements shall terminate in respect of the Seconded Employees. The Seconded Employees shall return to LCC following expiry or earlier termination of this Agreement.

28.5 For the avoidance of doubt, the provisions of Schedules 4 and 6 shall apply.

## **29. PUBLICITY**

29.1 Communications officers from KC and LCC shall liaise with each other on all proactive and reactive media and/or other communications concerning the Agreement to ensure consistency and the consistent communication of key messages. A process for signing off communications shall be established, acknowledging that there should be a number of officers and members involved depending on the urgency and profile in each individual case, in order to enable the flexible and responsive approach.

29.2 Insofar as any operational matters relating to KC's Children's Services, Services Functions, the Director of Children's Services and the relevant KC Lead Member(s) for Children Services shall be quoted, save that where a matter is wholly a policy matter, when only the KC Lead Member for Children Services should be quoted.

29.3 The Partners agree to inform the DfE of any material external communications prior to publication.

## **30. NOT USED**

### **31. THIRD PARTY RIGHTS**

No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement with the exception of those rights conferred on the Secretary of State for Education at clauses 12.1, 14, 27, 29.3 and schedule 10.

## **32. NOTICES**

32.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 32.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:

- 32.1.1 personally delivered, at the time of delivery;
  - 32.1.2 sent by facsimile, at the time of transmission;
  - 32.1.3 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities;  
and
  - 32.1.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post on the same day as that on which the electronic mail is sent.
- 32.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class, or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).
- 32.3 The address for service of notices as referred to in Clause 32.1 shall be as follows unless otherwise notified to the other Partner in writing:
- 32.3.1 if to KC, addressed to the Chief Executive  
Tel: 01484 221000  
  
Email: [Jacqui.gedman@kirklees.gov.uk](mailto:Jacqui.gedman@kirklees.gov.uk)  
  
and
  - 32.3.2 if to LCC, addressed to the Chief Executive  
Tel:0113 37 88239  
  
Email: Tom.Riordan@leeds.gov.uk

### **33. SEVERABILITY**

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

**34. WAIVER**

- 34.1 the failure of either Partner to enforce any of the provisions of this Agreement at any time or for any period of time shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.
- 34.2 No waiver in any one or more instances of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such provision in other instances.

**35. ENTIRE AGREEMENT**

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

**36. GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and subject to Clause 26 (Dispute Resolution) the Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

**37. NOT USED**

**38. CHANGE IN LAW**

- 38.1 Subject to Clause 27.4 the Partners shall ascertain, observe, perform and comply with all relevant Laws.



- 38.2 On the occurrence of a Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.
- 38.3 In the event of a failure by the Partners to agree the relevant amendments to the Agreement (as appropriate) then clause 26 (Dispute Resolution shall apply

### **39. COUNTERPARTS**

- 39.1 This Agreement may be executed in any number of counterparts each of which shall be an original but such counterparts shall together constitute one and the same document.

### **40. SCRUTINY**

Subject to the remainder of this clause Scrutiny remains the responsibility of each individual Partner. KC's Overview and Scrutiny Board for Children's Service will be responsible for scrutiny of the delivery and impact of the Improvement Programme. DfE will monitor progress through the Improvement Board, chaired by the Children's Services Commissioner. The impact of the Improvement Programme on services for children in Leeds will be maintained through the Children, Young People and Families Trust Board and the Children and Family Services Scrutiny Committee, who will be provided with regular updates by the Director(s) of Children Services. In addition there will be regular Ofsted monitoring visits or inspections.

### **41. ASSIGNMENT**

The Partners shall not assign or transfer the whole or part of this Agreement without the prior written consent of the other Partner (who shall procure written consent from the DfE) which shall not be unreasonably withheld or delayed. This shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions.

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

EXECUTED as a DEED  
The COMMON SEAL of  
The Council of the Borough of Kirklees  
Was hereto affixed in the presence of:

---

Authorised Signatory

EXECUTED as a DEED  
The COMMON SEAL of  
Leeds City Council  
Was hereto affixed in the presence of:

---

Authorised Signatory

Schedule 1: Aims and Outcomes (Proposal for Strategic Improvement Partnership – Section Two)

# Section Two: Improvement Programme



Department  
for Education



Leeds  
CITY COUNCIL

# The Kirklees Ten Point Plan: *Creating the conditions for success*

## Section 1 – Context, Challenges and Opportunities

### **Context**

An Ofsted inspection in 2016 found that, ‘Services for vulnerable children in Kirklees are inadequate, due to serious and widespread failures which result in some children not being protected or having their needs met’. The report acknowledged that ‘Although senior managers and councillors are aware of the inadequacies and have implemented an improvement plan, this has yet to result in sufficient improvements to the experience of vulnerable children in Kirklees’ (p2)

Following the outcome of the inspection the Secretary for State appointed a Children’s Commissioner to review the capacity of Kirklees Children’s Services to improve and to advise the Secretary of State on any further actions necessary.

The Commissioner found that although there was considerable support across all political parties, the Corporate Centre and from partner agencies for Children’s Services the pace of change was too slow and the authority did not have the capacity to improve without external support.

This judgement was reinforced by the Ofsted monitoring visit in July 2017 which found that the pace of improvement in Kirklees was too slow. Whilst inspectors noted improvement to leadership and practice they reported that this was not yet sufficiently robust or embedded and not consistent enough across all areas.

A key issue that has affected Kirklees is the lack of stable leadership for Children’s Services. In the nine months following the inspection the Director and Interim Head of Children’s Social Work have both left the authority. An interim Improvement Director and Service Director for Family Support and Child Protection were appointed, and have also subsequently left.



Department  
for Education



Leeds  
CITY COUNCIL

These changes meant that, despite significant support from members, including an additional thirteen million in funding in 2016/2017, there was no strategic approach to improvement within Children's Services, and the pace of change remained slow. The Children's Commissioner recommended to Kirklees that they enter into an Improvement Partnership with Leeds City Council. The Commissioner was aware of the long history of collaborative working between authorities in Yorkshire and that Leeds was a Department for Education 'Partner in Practice' authority.

Leeds City Council was keen to support Kirklees Council as Leeds had faced similar challenges in recent years. In 2010 Leeds Children's Services were found to be Inadequate by Ofsted. However, as a result of a strategic approach to improvement by the council and partners, services for children in Leeds were judged to be 'Good' by Ofsted in March 2016, with 'Outstanding' Leadership, Management and Governance. This means that Leeds was well placed to support Kirklees Children's Services on their improvement journey.

Since April 2017 Leeds has been supporting Kirklees through its role as a Partner in Practice. In May 2017 the authorities agreed to enter a formal Improvement Partnership that would see Leeds develop and deliver an Improvement Programme to Kirklees Children's Services.

In preparation for this agreement at Kirklees' request Leeds agreed to their Director of Children and Families Services becoming the statutory Director of Children's Services for both authorities. In addition to increase leadership capacity in Kirklees Leeds agreed to the secondment of an experienced Head of Children's Social Work full time to Kirklees.

### **Challenges and Opportunities**

*In spite of the challenges facing the authority, the staff observed carrying out their work and those with whom inspectors spoke were child focused and motivated to improve children's experiences. (Ofsted Monitoring Report, July 2017)*

The Ofsted report of 2016 was a difficult but necessary critique of the way that the local child welfare and safeguarding system in Kirklees had become weakened and underperforming. The report raised a number of major and urgent concerns in key areas. The full list of recommendations is set out below:

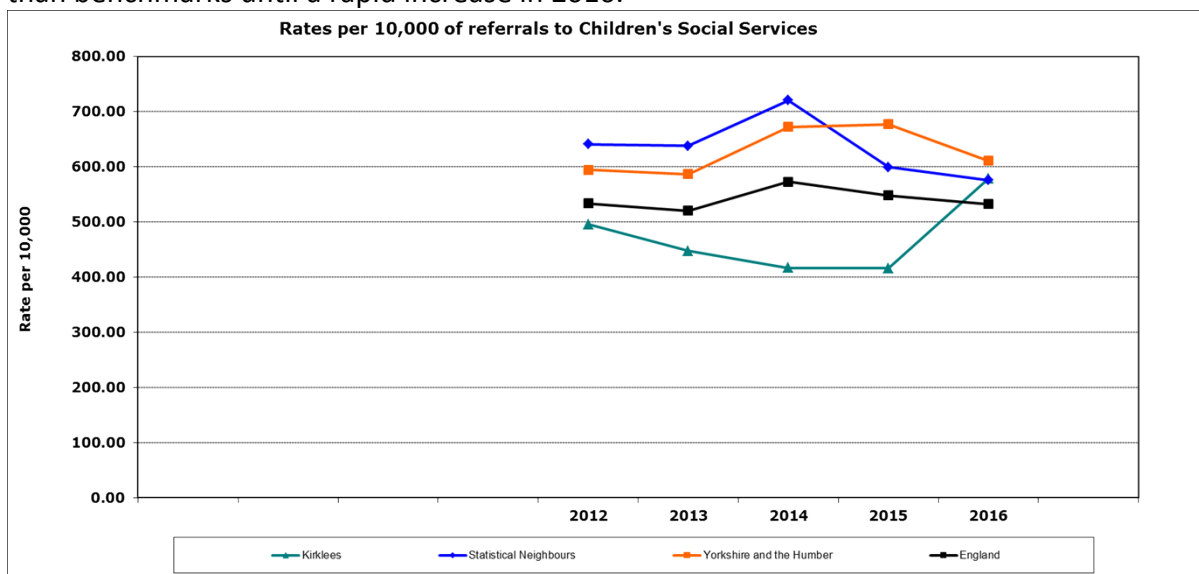
1. Take urgent action to ensure that all children currently being provided with a service are safeguarded and their welfare is promoted.
2. Ensure that all staff, including agency staff, are supported to have more consistent relationships with children and to deliver high-quality services through manageable caseloads, induction, supervision and training.
3. Ensure that concerns identified in the dispute resolution process are dealt with promptly and comprehensively, including by independent reviewing officers and child protection chairs.
4. Improve the timeliness and quality of response to complaints from children and their families, including disseminating the learning.
5. Ensure that robust performance data drives improvements in the service.

6. Fully embed the quality assurance framework across children's services.
7. Ensure that the procured electronic recording system is fit for purpose and supports improved practice across the whole service
8. Improve the oversight and challenge of the corporate parenting board by ensuring the availability of robust performance data, and that children's views influence the focus and decision making of the board.
9. Ensure that all assessments and plans focus on reducing risk and improving children's outcomes, with clearly defined timescales for actions, responsibilities and regular review.
10. Ensure that assessments consider the needs of all children in a household and that records of this work are unique to each child.
11. Ensure that the children and young people are visited within the timescales identified in the plans and that, when appropriate, children are seen alone.
12. Ensure that all partner agencies are sufficiently involved in the multi-agency safeguarding hub information sharing and decision making, and that thresholds are consistently applied.
13. Ensure that the services for children who are subject to domestic abuse give robust consideration to safeguarding issues. This is to include consideration and recording of risks identified in multi-agency risk assessment conference meetings.
14. Ensure that child protection strategy meetings involve relevant agencies, that plans are made together and that actions are recorded.
15. Ensure that all child protection conferences are held to statutory timescales and that planning meetings, including core groups and child in need meetings, are held as required.
16. Ensure that the responses to pre-birth concerns are timely and robust.
17. Develop edge of care services and ensure that timely support is available in a crisis.
18. Ensure that, when children need to become looked after, this is actioned promptly, to include improving the quality of pre-proceedings letters to parents, clear contingency planning and ensuring robust monitoring of cases in pre-proceedings.
19. Review all arrangements when children are placed with parents to ensure that these are appropriate and that children are not unnecessarily made subject to a care order.
20. Increase the availability of local placements to ensure that children and young people do not need to be placed at a distance from their communities.
21. Ensure that children looked after have access to an independent visitor when they need one.
22. Continue to improve adoption services for children, to include improving the timeliness of decision making, recording a clear rationale for decisions made and using the learning when adoption placements breakdown.
23. Improve care leaver support, through ensuring that children all have a personal advisor from their 16th birthday and that they have sufficient support to live independently.
24. Robustly address the high rate of care leavers who are not in employment, education or training.

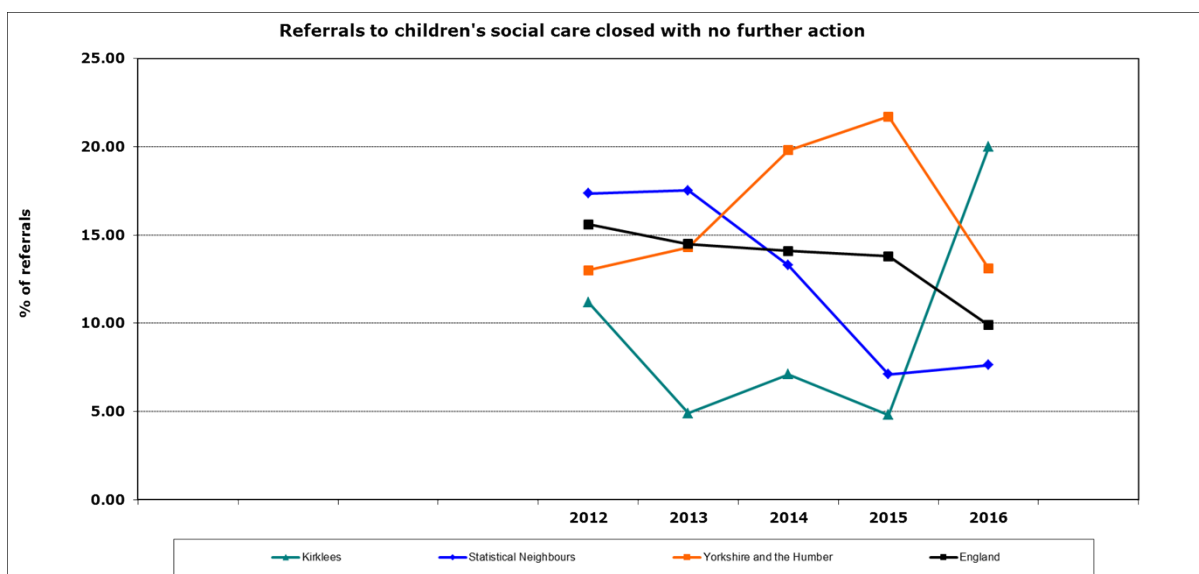
- 25. Improve access to therapeutic and mental health support for children looked after and care leavers.
- 26. Improve the quality of pathway plans to ensure that they underpin high-quality support packages.
- 27. Ensure that there is a robust needs analysis to underpin strategic planning and commissioning of services for children.

The breadth of concerns highlights that the problems do not lie with a single service but are systemic – the overall system has become unbalanced and ineffective. This can be seen through an analysis of some of the key data on children’s services in Kirklees.

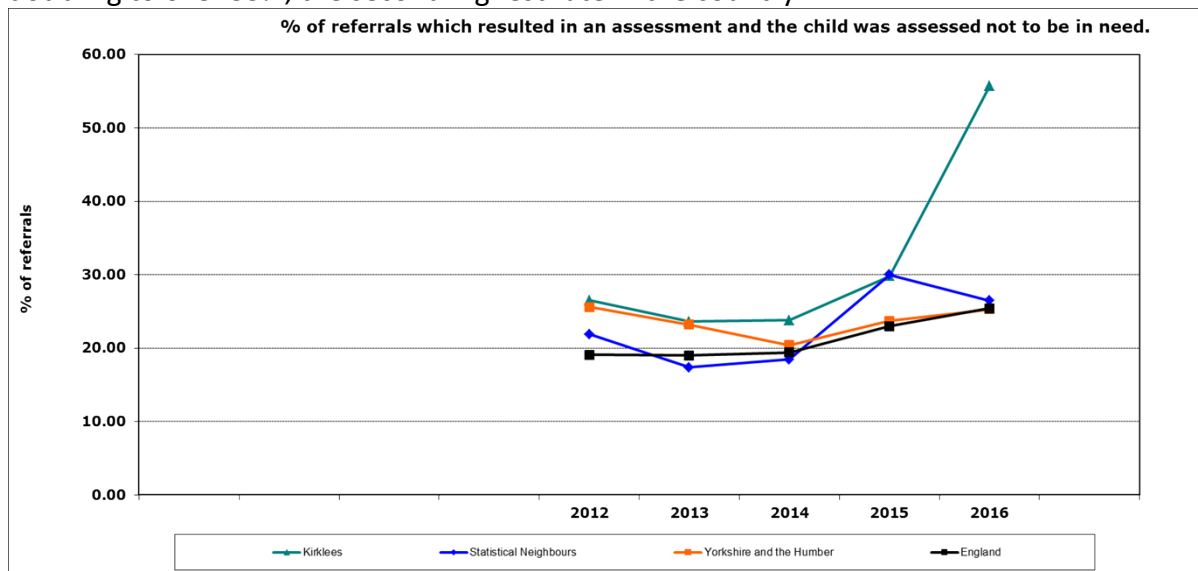
As can be seen in the graph below, referral rates in Kirklees were generally markedly lower than benchmarks until a rapid increase in 2016.



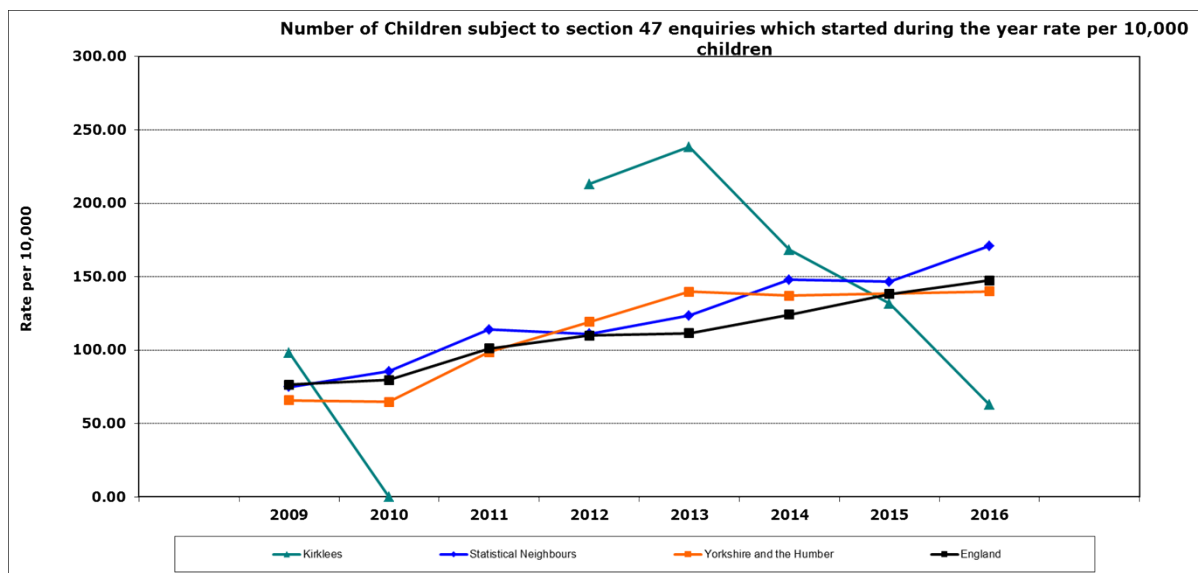
Decisions on these referrals has been unstable – until 2016 the proportion judged to require no further action were low, until the rate tripled in 2016 to 20%, double the national average.



Further instability is evident when cases were referred on for social work assessment. Until 2015 Kirklees was similar to benchmarks but then saw another sharp rise, with the proportion of cases assessed then closed as the child was judged to not be in need nearly doubling to over 55%, the second highest rate in the country.

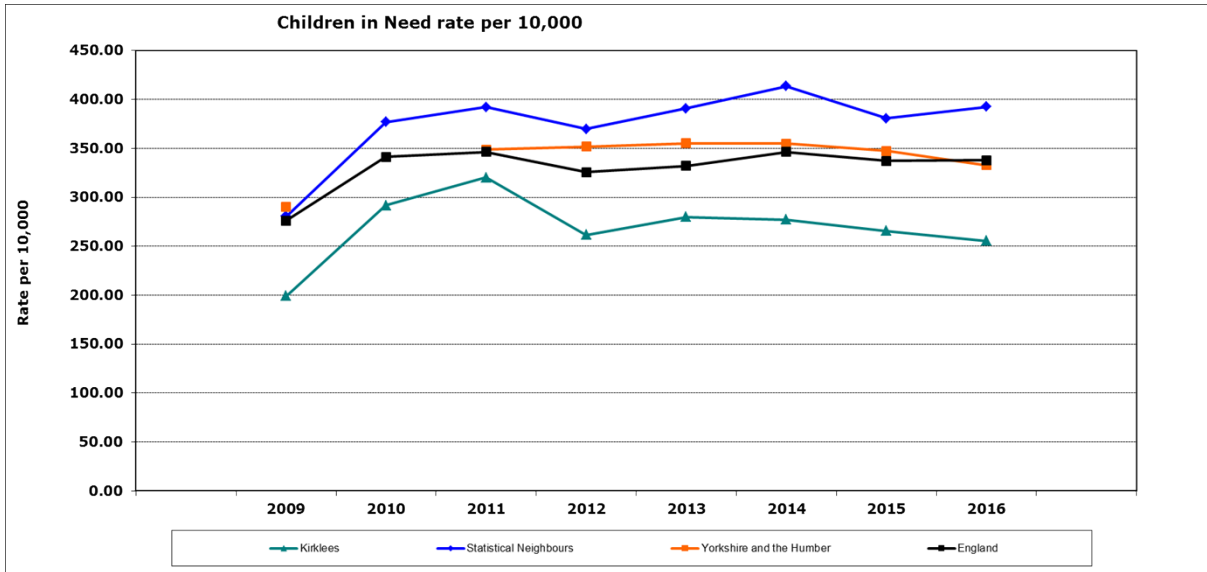


Further concerns can be raised about the treatment of cases judged to require section 47 enquiries for significant harm. The rate had been very high, well above benchmarks then between 2013 and 2016 fell by 80% to below half the national rate.

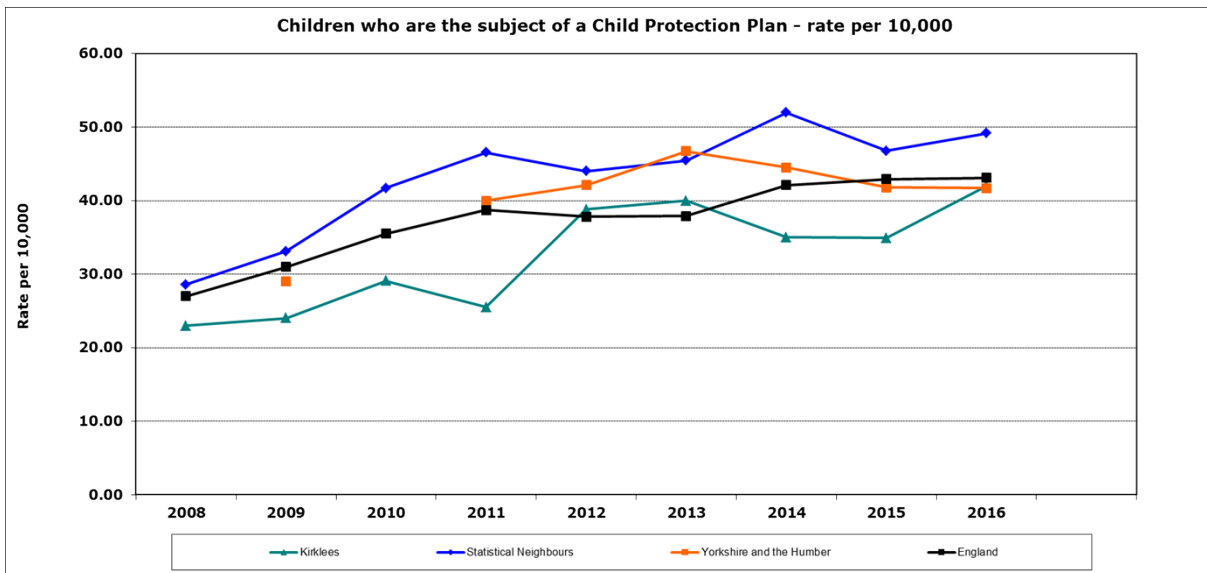


Imbalances can also be seen in the composition of social work cases. The proportion of Children in Need has been consistently relatively low, below that seen nationally or in similar areas and in recent years the proportion of Children in Need has declined slightly.

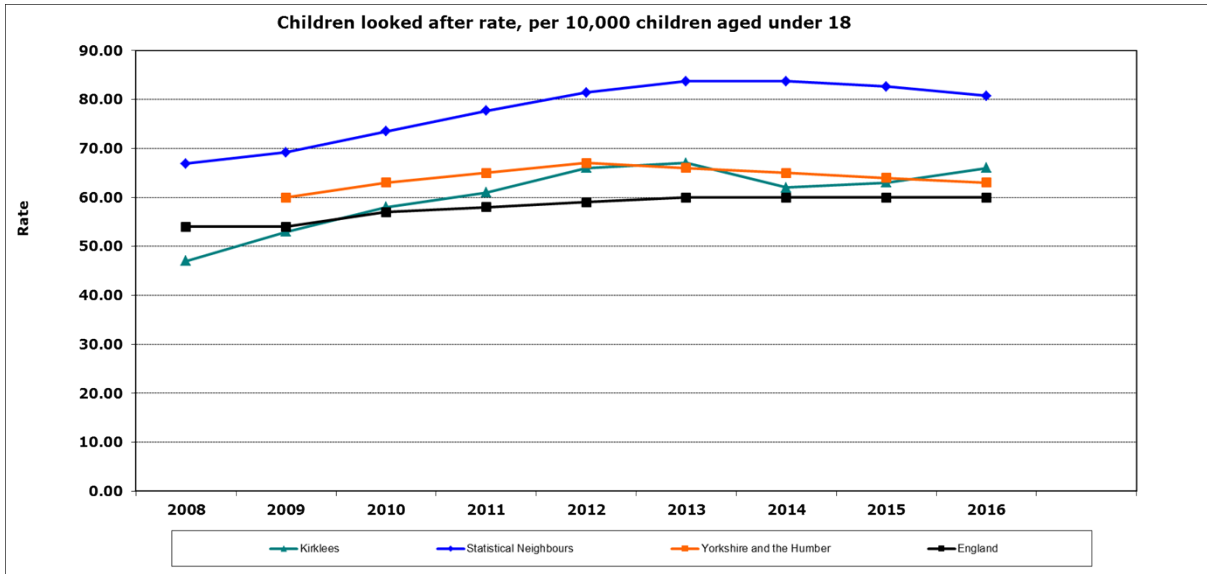




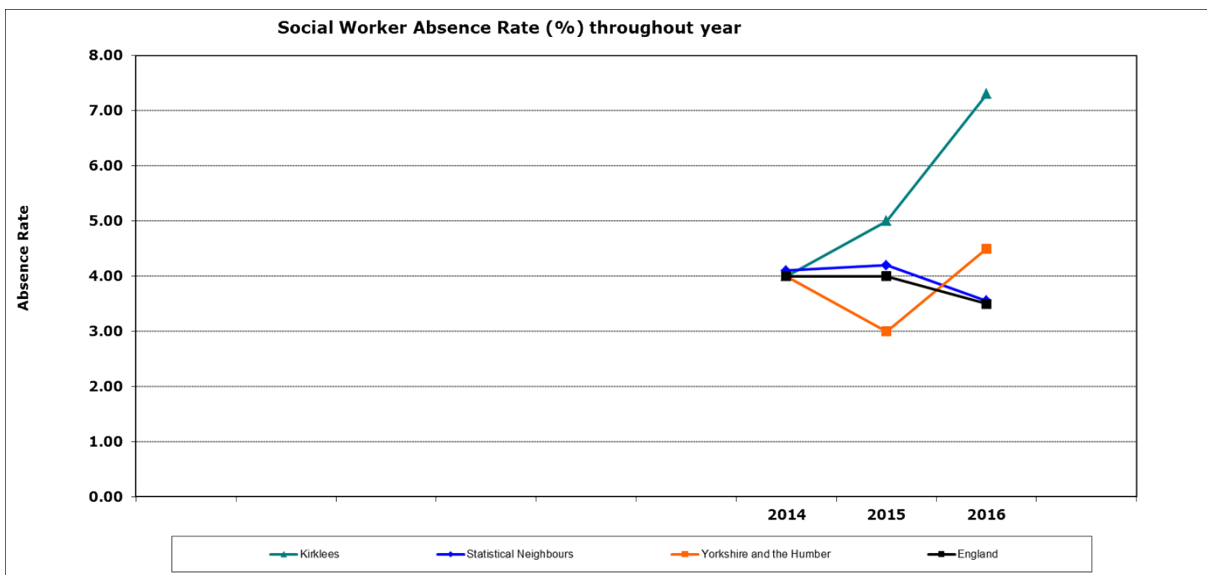
The proportion of children subject to a Child Protection plan is closer to national norms, but below that seen in Statistical Neighbours.



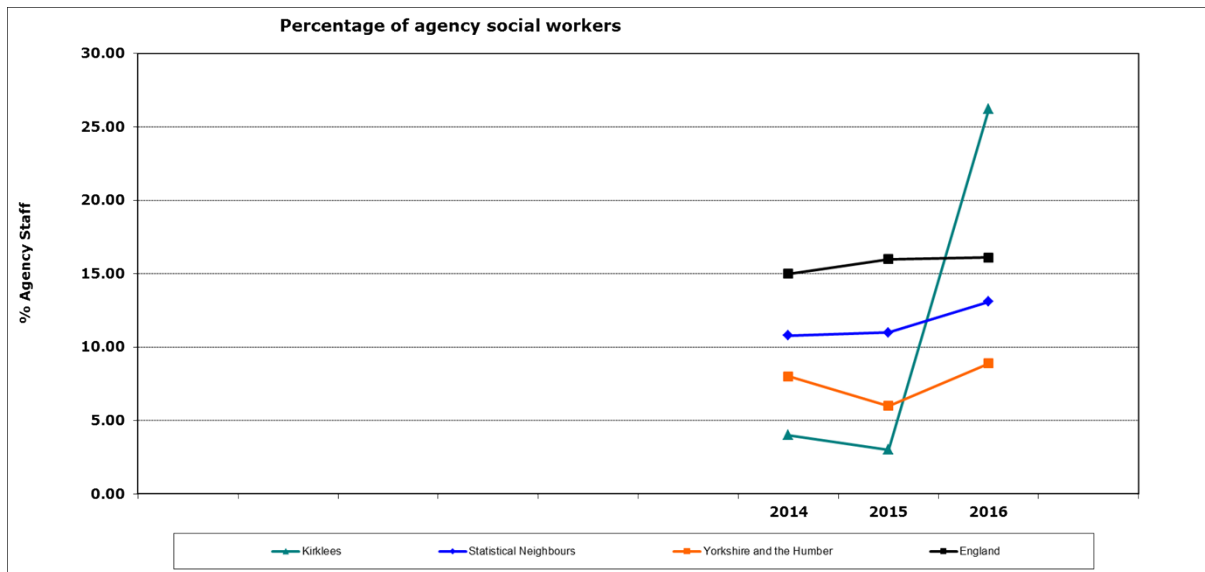
The proportion of children who are Looked After is more broadly in line with national and Statistical neighbour averages, as can be seen in the graph below. However an analysis of wider data shows causes for concern in care management and placements. The number of admissions to care has increased by 52% from 2012/2013. Kirklees has a relatively low rate of children placed in family type settings and relatively high rates in residential settings. The proportion of Kirklees Looked After Children in fostering placements is below the national average (68% to 74%). The proportion of children placed in residential and secure settings is 50% higher than the national rate (17% to 11%). Lastly, the proportion of children placed with parents is double the national average (10% to 5%).



The impact of these pressures within the local safeguarding system can be seen in data on staffing – absence rates for social workers in Kirklees have nearly doubled in the past two years and are now double the national average.



Even more marked is the impact on agency staffing – which, whatever the skills and qualities of the individuals, offers less consistency for children and higher costs for the Council. The proportion of agency staff rose more than five-fold from 2015 to 2016. In 2016 a quarter of staff were agency, more than a third higher than the national rate.



The high use of agency staff and the high proportion of children placed in residential and secure is placing significant pressure on the local authority budgets. Children’s Services overspent by thirteen million pounds in 2016/17. The Council increased the base budget of the service by seven million in 2017/18, however is already projecting a significant overspend. This level of expenditure is not sustainable into the future.

However, there are also significant positives in Kirklees that can be built on:

- The cross party support for Children’s Services and commitment from the Council to improving outcomes for children and young people;
- Children’s Services staff are child focused and committed to innovation and improvement;
- Partnerships in Kirklees are strong. Partners are committed to working with Children’s Services to improve outcomes for children and young people;

### **An Agreed Approach to Improvement**

Using the analysis set out above and informed by Leeds experience of improvement work the authorities have worked together to develop an agreed approach to improvement. It recognises that what is required is cultural change and clear focus on outcomes for children and families rather than systems and processes. Kirklees is committed to becoming a child friendly authority where services and outcomes for children and young people are at the heart of what the Council does.

Leeds has worked with Kirklees to develop an agreed programme of support that will see Leeds deliver a programme to improve existing services and, based on Leeds experience of innovation and improvement, to implement a range of evidence based interventions that will deliver better outcomes for children and young people in Kirklees. This focus on evidence based approaches and outcomes is deliberate, ‘The local authority has taken a thoughtful and methodical approach to improvement and has followed the child’s journey. Firm foundations underpin the effectiveness of services. Leeds has placed a considerable

emphasis on creating an environment where good quality social work can flourish' (Ofsted inspection of Leeds Children's Services 2015). Getting the outcomes right for children and young people has significantly reduced expenditure on Children's Services in Leeds. The number of children and young people looked after in Leeds has reduced by fourteen percent since 2011 and the number of children in external residential placements has more than halved from one hundred and ten (2011) to fifty one and use of agency staff has reduced from between 20 and 25% (2011) to less than 5%. As a result expenditure on placements for looked after children in Leeds has reduced by twelve million and agency costs have reduced by over five million.

It is anticipated that getting the outcomes right for children and young people will also achieve reductions in costs over time. However, it is anticipated based on experience in Leeds and in other authorities that it will take two to three years to fully realise these savings.

The Improvement Programme agreed between Kirklees and Leeds recognises that whilst the child welfare system is complex, this does not mean the plan needs to be complicated. The plan is based on ten priorities, with a plan on page for each priority.

1. Children Looked After
2. Care Leavers
3. Early Help and Edge of Care
4. Front Door
5. Workforce
6. Practice
7. Voice of the Child and Families
8. Leadership
9. Partnership
10. Performance and QA

Actions are cross-referenced to Ofsted recommendations, marked by an (O) for reference, and set out the aims, actions, the deliverables and how we will know whether we are making a difference. In some areas of the plan we have identified the level of change anticipated – for example the reduction in the use of agency staff – but in other areas no numbers are identified – for example in relation to the safe and appropriate reduction in the numbers of looked after children. This is to avoid the creation of 'targets' which replace outcomes for children and young people as the focus for interventions.

## Section 2: Action Plans

### Children Looked After

*Rationale:*

This is the first priority of our plan because Children Looked After are everyone's shared responsibility as 'Corporate Parents'. Ofsted highlighted areas where our care needs to improve, from the way that legal proceedings are managed when concerns become serious to the quality of care planning to the way we organise placements for our Looked After Children. We

*Aims:*

- Improve social work practice with Children Looked After
- Improve speed and rigour of decision making and legal processes so no child is left at risk
- Ensure more children are placed in family type settings and as close to their existing communities as possible
- Improve the range, quality and cost-effectiveness of placements for Children Looked After
- Improve support for returning home safely
- Strengthen the role of Corporate Parenting Board

*Actions:*

1. Audit and review care planning and implement a new care planning model
2. Support and training for staff, managers and IROs for new care planning model
3. Review internal residential provision
4. Review Fostering service and recruitment strategy
5. Case review of all external placements and all placements with parents and implement action planning to move children on where safe and suitable (O19)
6. Develop and agree a Medium Term Sufficiency Strategy (O20)
7. Implement improved decision making governance to include a Gateway Panel, a Permanency Panel and improved Adoption Decision Making (O22)
8. Implement stronger legal case management processes
9. Develop a reunification strategy to support safe and successful return to family or kinship carers
10. Review and implement improvements for Independent Visitor Scheme (O21)
11. Strengthen Corporate Parenting through improved involvement of children and young people and better data to inform their work.
12. Develop role and influence of Children Looked After Council

*Deliverables:*

- Care planning model developed and agreed by Apr18. Training complete for all staff by Jul 18
- Sufficiency Strategy including reviews and action plans for internal and external fostering, residential and PWP, reunification in place by Jan 18
- Local Offer for Foster Carers in place by Apr 18
- Improved governance and legal processes– robust Permanence, Gateway and Adoption Decision Making panels in place by December 17, strengthened case manager support and review
- New support arrangements in place for Corporate Parenting Board by Jan 18

#### Success measures

- Proportion of children placed outside Kirklees is reduced safely and appropriately. Indicative target of, 50% by March 19.
- Proportion of children placed with parents is reduced safely and appropriately. Indicative target is 25% reduction by March 18, 50% reduction by March 19
- Increase in timeliness of independent return interviews for Looked After Children that have been missing. Target 80% within 72 hours by March 18, 100% by March 19.
- Placement costs reduced. Targets TBC once review of placements completed

## Care Leavers

### *Rationale:*

Care Leavers are a high priority for this plan because as Corporate Parents our responsibilities continue into adulthood. Most young people are supported by their parents until the age of 25 so we need to consider how we can, as the Council and its partners, provide the same or better support for Care Leavers who face more challenges than most in their transition to adulthood. Whilst a lot of our support is good, we know from Ofsted and our own data and reviews that there is much more to do. As the basis of all support we need to make sure we have the best personal advisors for all Care Leavers, and that they together agree a good clear plan to make a success of adulthood. In addition we need to make sure there is better help in place for those with need extra support with their mental health, and to support all Care Leavers into learning and work.

### *Aims:*

- All Care Leavers work with their own Personal Advisor to agree a high quality Pathway Plan
- Care Leavers mental health needs reviewed and priority access to mental health services secured
- All Care Leavers (except those with exceptional circumstances) are in Learning or Work, or have a clear, well-resourced plan to help them into learning or employment

### *Actions:*

1. Audit quality of assessments and plans in Pathway Plans and agree and implement improved model and process for Pathway Plans (O26)
2. Review Care Leaver Service and put in place plan to improve caseloads, leadership, retention, training and support (O23)
3. Agree and implement training and support programme for Personal Advisors. (O23)
4. Trial use of IROs to monitor Pathway Plans in first year post Care for those young people with additional needs (O26)
5. Work with local colleges, schools and employers to agree additional support and opportunities for Care Leavers not in education or work. (O24)
6. Work in partnership with local NHS providers to review mental health needs of care leavers and implement improved access to CAMHS and wider support. (O25)
7. Develop local offer for Care Leavers to include free/discounted access to leisure services, apprenticeships and work experience, possible reductions to Council Tax, business/partner offers
8. Strengthen role and influence of Care Leavers Council

### *Deliverables:*

- Care Leaver service reviewed and improvement plan in place by Dec 17
- Audits of practice complete by Dec 17
- New Care Leaver Practice Model agreed and in place by April 18
- Training and Support Programme for Personal Advisors in place from Jan to July 18
- Local Offer for Care Leavers in place from Apr 18
- Improved priority access to mental health support for all Care leavers by Apr 18
- Partnership Plan for Care Leaver learning and work agreed and implemented by Apr 18

### Success measures

- Care leavers are involved in agreeing up to date, high quality Pathway Plans (25% April 2018; 50% Sept 2018 100% Dec 2018)
- Sustained reduction in waiting times for CAMHS. Waiting times to be below 28 day target each month from Dec 17
- Increase in the proportion of Care Leavers that are in learning or work (60% in education or work by Sept 2018, 70% by September 19)



## Early Help and Edge of Care

### *Rationale:*

Early help for children and families is more effective and less expensive than intervening when problems become entrenched. Even if early help cannot stop problems escalating, targeted and evidence based interventions for those at most risk can still make a difference and reduce the need for the high costs of social care involvement and taking children into care. These kinds of services are better for children and families but are also important to ensure that the local safeguarding system is sustainable. Without enough early help and targeted support pressures on social work can become too high, reducing the quality of decision making and practice and raising costs. Thus, in summary, effective early help is better for children, better for the local safeguarding system and better for the public purse.

### *Aims:*

- To rebalance and strengthen the safeguarding system through developing better early help and preventative services
- To reduce pressures on social work services through improved early help and community support
- To increase the number of children and families supported through early help
- To improve the quality of front line practice and develop a more relational model of support
- To strengthen community level partnership working around Early Help Hubs
- To raise the confidence and satisfaction of local partners in the effectiveness of early help
- To promote a culture of innovation and evidence informed improvement

### *Actions:*

1. DfE to provide financial support for Kirklees to invest and adapt Innovation Programme initiatives for edge of care and early help (O17)
2. Review community early help arrangements and agree shared local action plans with partner agencies
3. Audit quality and impact of Early Help practice and agree development programme and support for front line staff
4. Engage all local partners in developing shared Early Help strategy
5. Kirklees Partnership to develop and agree priorities, co-financing and investment plan (O17) to include:
  - MST team
  - Family Group Conferencing team
  - One multi-agency Hertfordshire Family Safeguarding Model team
  - Problem solving court
6. Review overall range and quality of citywide Early Help services
7. Develop and agree an Early Help Strategy

### *Deliverables:*

- Audit of practice and Early Help arrangements complete by November 2017
- Innovation and Improvement fund in place and priorities agreed by December 2017
- Innovation and Improvement funded services to be in place from April 2018
- Early Help Strategy agreed and in place by March 2017
- Local action plans agreed for all Early Help hubs by April 2018

- Early help staff development programme in place by March 2018

*Success measures*

- Independent evaluation shows new teams providing effective early help (March 2019)
- Independent evaluations shows new teams and wider early help services reducing number of children requiring social work intervention and becoming looked after (March 2019)
- Local partners more confident and more satisfied with locality Early Help (April 2018)

<b>Front Door</b>
<i>Rationale:</i>
The 'Front Door' for social work services plays a crucial role in the safeguarding system in Kirklees – as the place where local people and services can access robust and well-informed advice, support and decision-making from Social Work professionals. Getting this right is vital for ensuring that every child gets the right support and protection at the right time, and getting this wrong can lead to both delayed help for children and unsustainable pressures for local agencies and the social work service, leading to a cycle of growing pressure and weakening practice. The Ofsted report and data highlight problems with the Front Door in Kirklees – growing referral numbers, lack of clarity about roles and responsibilities, limits to partnership working and large rises in the number of referrals and assessments leading to no further action.
<i>Aims:</i>
<ul style="list-style-type: none"> <li>• To strengthen the professional leadership, practice and decision-making of the MASH Front Door service</li> <li>• To improve partnership working, governance and multi-agency input into the MASH</li> <li>• To rebalance the proportion of referrals and assessments leading to no further action</li> <li>• To strengthen local multi-agency working for children and families affected by domestic violence</li> </ul>
<i>Actions:</i>
<ol style="list-style-type: none"> <li>1. Strengthen professional leadership of MASH through secondment of experienced Leeds manager</li> <li>2. Undertake structured review of MASH using regional ADCS peer review model (O12)</li> <li>3. Agree and implement multi-agency plan for MASH improvement including: leadership; staffing; professional development and support; decision-making and 'thresholds' (O12)</li> <li>4. Institute stronger review and quality assurance processes for decision-making around the Front Door</li> <li>5. Review multi-agency processes and governance for responding to domestic violence, including MARAC (O13)</li> <li>6. Agree and implement shared plan with Police, NHS and other key partners for improving domestic violence decision-making, processes and support. (O13)</li> <li>7. Engage with key local partners and agree shared plan for improving consistency and quality of input from relevant agencies to initial child protection strategy meetings (O14)</li> </ol>
<i>Deliverables:</i>
<ul style="list-style-type: none"> <li>• Interim management arrangements in place and effective by September 2017</li> <li>• MASH Review completed and action plan agreed by October 2017</li> <li>• Multi-agency review of domestic violence completed and action plan in place by December 2017</li> <li>• Decision review processes in place by October 2017</li> </ul>
<i>Success measures</i>
<ul style="list-style-type: none"> <li>• Number of contacts and referrals to Front Door are reduced (25% March 2018; 50% March 2019)</li> </ul>

- Proportion of referrals closed with No Further Action or closed from assessment are safely reduced to benchmark norms – indicative target – NFA – 10% by March 18, Closed from Assessment – 45% by March 18, 35% by March 19 Increased skills, knowledge and morale of MASH staff (October 2017)
- Review and audit show strong and improving decision-making practice (March 2018)
- Increase in timeliness of key Child Protection meetings – Initial Child Protection Conferences within 15 working days to 70% by July 2018, 90% by March 2019;

## Workforce

### *Rationale:*

As Ofsted have observed, the child focus and commitment of front line staff continues despite the change and challenges of recent months. These values, and our children's services workforce are vital to our improvement plans. However, the impact of a dysfunctional system are clear – staff morale is low, absence is high and rising and use and cost of agency staffing has spiralled in recent years. This means that children and families face changes to their worker and instability and limits to the support they need, staff feel too pressured to produce their best work and the costs of agency staffing reduces the money available for investing in improvement. We need to 'create the conditions for success' – making sure we put in place the right respect, support, training and development that staff need and deserve.

### *Aims:*

- Morale, confidence and job satisfaction of staff improved
- Staff report improved management, support and training
- Recruitment and retention of staff improved;
- Use and cost of agency staff will decrease
- Improved stability of social worker for children and families

### *Actions:*

1. Career development framework will be developed in consultation with staff and unions and implemented (O2)
2. A professional development offer will be developed aligned to the Career development framework (O2)
3. In consultation with staff and unions undertake a review of staff support and working conditions including: pastoral support, IT systems; administrative support; offices and communication. (O2)
4. Agree and implement programme of work to improve staff working conditions and support (O2)
5. Develop and implement improved arrangements for appraisal and management supervision (O2)
6. Implement new arrangements for monitoring staffing issues including: staff satisfaction; caseloads; training absence, recruitment and retention (O2), including annual process for assessing work and views of workers through Social Work Health Check
7. Engage with local Teaching partnership to maximise support from HEI partners
8. Undertake renewed programme of recruitment for key staff groups

### *Deliverables:*

- Career development framework agreed with staff and unions and in place by April 2018
- Professional development offer agreed with staff and unions and in operation from April 2018
- Review of staff support and working conditions complete by January 2018
- Action plan for improving support and working conditions implemented from March 2018
- Improved supervision and appraisal arrangements in place from January 2018
- New monitoring arrangements in place by January 2018

*Success measures*

- Improved morale, confidence and skills of social workers and early help staff
- Reduced use of agency staff (25% reduction by March 2018; 50% September 2018; 75% March 2019)
- Reduced sickness absence (25% reduction by March 2018; 50% September 2018)

<b>Practice</b>
<i>Rationale:</i>
<p>The quality of front line practice is key to improving the lives of children and families in Kirklees. Whatever the systems, processes and governance within the city it is the way that our staff work with children and families that will, in the end, make the difference and build the relationships, skills and confidence to make change. Effective practice needs shared values, a good theoretical model, good skills and knowledge from staff and the right training, support and supervision from managers. It is proposed that the underpinning values and model are relational practice as this is an approach that has worked well and driven rapid improvement in other local areas such as Leeds and West Berkshire. This approach has both a strong emerging evidence base and a strong moral foundation as it emphasises building on strengths, and empowering children, families and communities through stronger relationships. Adopting this approach will provide an opportunity for additional support and expertise through the DfE Innovation Fund supported 'Leeds Relational Practice Centre'.</p>
<i>Aims:</i>
<ul style="list-style-type: none"> <li>• Improved front line practice in social work and early help</li> <li>• Improved management and supervision to support and improve front line practice</li> <li>• Shared values and model of practice in place across Kirklees children's services</li> <li>• Improved staff and management confidence, skills and knowledge</li> <li>• Improved multi-agency working in key activities for children in need of help and protection</li> </ul>
<i>Actions:</i>
<ol style="list-style-type: none"> <li>1. Train all Kirklees staff in Restorative Practice</li> <li>2. Provide training for key partner agency staff and leaders in Restorative Practice</li> <li>3. Develop, agree and implement practice model – first stage 'Doing simple things well', second co-produced with academic theoretically based, evidence informed model of outcomes focused practice</li> <li>4. Audit sample of cases and institute a targeted training and development programme for staff and managers on assessment and planning (O9), including additional focus on :pre-birth assessment best practice (O16); capturing the voice and experience of the child (O10); and culturally appropriate practice</li> <li>5. Implement training and support programme for staff and partners on practice and planning of key multi-agency activities such as CIN meetings, CP conferences and core groups (O15)</li> <li>6. Develop practice leadership and management programme for local social work managers</li> <li>7. Review current service staffing and leadership structures and recommend on new structures in consultation with partners</li> <li>8. Implement intensive programme to introduce new supervision model, practice and training</li> </ol>
<i>Deliverables:</i>
<ul style="list-style-type: none"> <li>• All staff trained in Restorative Practice by Mar 18</li> <li>• Key partner agency staff and leaders trained in Restorative Practice by Mar 18</li> <li>• Practice Model – stage 1 in place by October 2017. Full new model in place by April, training programmes from October 2017 for stage one, from April 2018 for stage two.</li> </ul>

- Targeted training and development for assessment and planning in place from November 2017
- Multi-agency training and development programme for shared CIN and CP processes in place from November 2017
- Structure review and options appraisal completed by February 2018

*Success measures*

- Proportion of (a) Kirklees staff and (b) partner staff trained in Restorative Practice – Kirklees staff 100% complete basic training by March 2018, 25% complete ‘deep dive’ training by March 2019. Partner staff, including other Departments within the Council – 200 staff completed introductory training by Mar 2018 over 500 by December 2018 over 750 by March 2019
- Positive feedback on quality and impact of training
- Audit shows increasing quality and timeliness of assessments and planning. 65% Assessments complete within 45 days by July 2018, 85% by March 2019. Quality target to be agreed after baseline audits complete
- Increase in timeliness of key Child in Need and Child Protection meetings Child in Need reviews within 6 weeks increased to 50% by July 2018, 75% by Mar 19. Core groups completed within 20 days increase to 65% by Mar 18, to 85% by Mar 19



## Voice of the Child

### *Rationale:*

Research and reviews from Laming to Munro always emphasise the importance of the voice of the child in ensuring children are effectively supported and protected. Children's services need to build the right relationships and trust with children and young people to enable them to voice their concerns, share their views and be involved in agreeing the support and plans that are right for their needs. Children's services, and Kirklees as a whole, will have better services, better outcomes and better future if children's voices are at the heart of everything we do. This needs to become a shared value and a central element of practice, process and partnerships across children's services. Ofsted's recent inspection highlighted a range of concerns around how effectively we currently work with children, from front line practice such as visits and assessments to how children and young people were involved in leadership and partnership planning.

### *Aims:*

- To strengthen arrangements for involving and empowering children and young people across children's services
- To ensure practice, processes and planning properly engage, involve and reflect the voice of each child and young person in Kirklees
- To strengthen the role of children and young people in Kirklees' partnership arrangements

### *Actions:*

1. Undertake a review led by care-experienced young people of arrangements for involving children in strategic partnership and planning and agree and implement an improvement plan, with particular focus on Corporate Parenting Board (O8), advocacy arrangements; Children's Trust Board, LAC Council and Care Leaver's Council. Review to be led by care experienced young people.
2. Agree and implement an action plan to improve the quality and timeliness of complaints and feedback procedures for children and families (O4)
3. As part of practice training and development programme, provide tailored training on promoting children's voices in front line practice, to include: ensuring effective social work visits (O11) and including the voice of the child in assessments, plans and reviews (O10)
4. Strengthen and promote the Kirklees Independent Visitor service and its support for children and young people (O21)
5. Review arrangements for involving and empowering families involved in child welfare system.
6. Agree and implement action plan to strengthen involvement of families.

### *Deliverables:*

- Review of children's voice in strategic partnership and planning completed by Mar 2018
- Voice improvement plan implemented by April 2018
- New arrangements for Corporate Parenting Board in place by April 2018
- Complaints procedures revised by December 2017
- Training on voice and practice completed by July 2018
- Independent Visitor scheme improvement plan completed by December 2017

<i>Success measures</i>
<ul style="list-style-type: none"><li>• Improved timeliness and quality of statutory visits: proportion of children with Child Protection plan visited in past four weeks increased to 85% by March 18, proportion of children with Child Protection plan visited within two weeks increased to 85% by March 19. Proportion of Children Looked After visited to practice standards increased to 85% by March 18. Targets for % seen alone TBC with baseline data</li><li>• Young people led review follow up identifies improvements to processes and impact of involving young people. Actions to address areas for improvement agreed Mar 18, completed by Mar 19</li><li>• Timeliness and satisfaction rates for complaints improved (50% September 2018)</li></ul>

## Leadership

### *Rationale:*

Research and inspection in children's services has shown the importance and impact of high quality leadership. Ofsted's annual report in 2016 focused on the key role of leadership in driving change and improvement. As the HMCI Sir Michael Wilshaw put it: 'Ofsted has seen effective leadership transform the quality of work with children: leaders with a firm grip on practice at every level, who make sure vulnerable children don't have to wait for help and that frontline professionals have enough time to work with every family on their caseload'. Children's services leaders need to focus on 'creating the conditions for success' – ensuring there is a strong culture of child focus, learning and improvement, clear direction and support for professionals and the right partnerships and resources in place to support services. As described above, Kirklees has had too many changes to leadership and Ofsted were critical in their inspection in 2016. The approach to leadership used in authorities like Leeds, West Berkshire and Stockport – a focus on relationships and whole system change has been shown to have a big impact leading to rapid improvement. This approach will be adopted in Kirklees and will benefit from additional support and expertise from the DfE-Funded Leeds Relational Practice Centre.

### *Aims:*

- To secure strong strategic leadership for children's services both in the interim and to support longer term improvement
- To nurture and support confident and effective front line and middle leadership in children's services
- To develop a shared, child-focused culture across children's services and wider partnerships in Kirklees

### *Actions:*

1. Leeds to provide interim DCS and Head of Social Work, Family Support and Child Protection
2. Leeds to second experienced senior managers to lead work around MASH and SW practice
3. Engage all local partners and staff in developing a clear shared culture, vision and strategy for children's services in Kirklees
4. Implement a leadership development programme for Kirklees children's services managers
5. Agree and implement a training and development programme for key partnership leaders including: Elected Members; Children's Trust members; KSCB leaders and key managers in NHS and Police
6. Review current leadership structures and agree plan for longer term leadership
7. Develop programme of ongoing mentoring and coaching for Kirklees leadership team from successful and experienced leaders in Leeds
8. Leeds managers to work with Kirklees colleagues to lead a review of commissioned services

### *Deliverables:*

- Interim leadership in place from Summer 2017
- Leadership structures reviewed and future model agreed by Kirklees Council by March 2018
- Longer term leadership team in place by Summer 2018

- Review of commissioned services complete by March 2018
- Leadership Development Programme completed by March 2018
- Mentoring and coaching arrangements in place by April 2018

*Success measures*

- Local leaders in Council and key partner agencies report satisfaction and improved confidence in children's services leadership (December 2108)
- Improved Leadership and decision making (recruitment and retention rates improved; quality of practice – see above )
- Positive feedback from leaders for quality and impact of leadership development
-

<b>Partnership</b>
<i>Rationale:</i>
Success and change in children’s services needs relies on strong and effective partnership working – children and families need joined up working between all local services and these services need to be shaped and funded collectively if they are to succeed. Many of the issues raised by Ofsted and the problems identified in Kirklees have related to the effectiveness of partnership working in recent years. There is a strong commitment by partners and a key aim of the Improvement Plan must be to make best use of this to improve outcomes for children and young people. Particular focus will be directed to areas identified by Ofsted as creating pressures within the system such as the Front Door and joint working around domestic violence.
<i>Aims:</i>
<ul style="list-style-type: none"> <li>● Agreed shared culture, values and vision across Kirklees children’s services</li> <li>● Agreed shared priorities and strategy across Kirklees children’s services</li> <li>● Collective investment across services in shared priorities and plans</li> <li>● Improved understanding, confidence and skills in key safeguarding issues such as ‘thresholds’ across all children’s services and local partners</li> <li>● Clear improvement plan and good progress for strengthening role of Children’s Trust Board and Kirklees Safeguarding Children Board</li> </ul>
<i>Actions:</i>
<ol style="list-style-type: none"> <li>1. Work with Elected Members and partners to re-energise CFTB with clear vision and strategy, including measurable outcomes to evaluate effectiveness</li> <li>2. Agree and implement range of input to the improvement plans of the KSCB</li> <li>3. Work with partners on developing and strengthening ‘Hub’ arrangements and develop and implement strategy for early help</li> <li>4. Specific work with partners on thresholds – clear shared understanding of levels of need and suitable response</li> <li>5. Develop and agree improved partnership arrangements in key areas, particularly for children with particular vulnerabilities e.g. DV, CSE, Missing</li> <li>6. Agree and implement a training and development programme for all partners on new Kirklees values and vision, restorative practice and Outcomes Based Accountability</li> </ol>
<i>Deliverables:</i>
<ul style="list-style-type: none"> <li>● New Children and Young People’s Plan developed and agreed by all local partners, to include visions, values, culture and investment plan by March 2017</li> <li>● New Early Help Strategy agreed by March 2017</li> <li>● Improvement plan in place for KSCB and good progress made by June 2018</li> <li>● Review of partnership arrangements complete and new arrangements in place by April 2018</li> <li>● Multi-agency improvement plans agreed for key vulnerable groups including domestic violence, CSE and missing children.</li> </ul>
<i>Success measures</i>
<ul style="list-style-type: none"> <li>● Partners report improved satisfaction and confidence in partnership arrangements and joint working</li> <li>● Partners report improved confidence and knowledge of key local safeguarding policies and services including ‘thresholds’ and local Hubs.</li> <li>● Audit and data show improvements to practice in key areas of joint working including: CP processes, Domestic Violence and CSE.</li> </ul>

<b>Performance and Quality Assurance</b>
<i>Rationale:</i>
The focus of Children’s Services must be on improving outcomes for children and young people in Kirklees. It is important that practitioners and managers at all levels are able to access and use information on the level of service or activity; the quality of service or activity and critically what difference is it making in the lives of children and young people.
<i>Aims:</i>
<ul style="list-style-type: none"> <li>• Developing a shared culture of reflection, learning and improvement</li> <li>• Regular, high quality performance reports</li> <li>• Managers report more useful, positive high support and high challenge</li> <li>• Accurate information available to front line teams and strategic management</li> <li>• Regular audits undertaken, used to inform practice improvement at all levels and informing staff</li> </ul>
<i>Actions:</i>
<ol style="list-style-type: none"> <li>1. Review current plans for implementation of Liquid Logic system and agree and implement revised, robust and costed programme plan</li> <li>2. Develop and implement strong, single framework for performance and QA with a focus on learning and improvement (O6). To include: restorative and ‘managing upwards’ approaches to performance; learning from complaints (O4); dispute resolution processes (O3)</li> <li>3. Implement new arrangements for shared case audit and learning (O6)</li> <li>4. Agree an improved programme of regular performance reporting and analysis for key stakeholders (O5) to include: (a) Front line managers (b) Senior Managers (c) Corporate Parenting Board (O8), (d) KSCB, (e) Children’s Trust Board, (f) Key KC Boards, (g) locality partnerships</li> <li>5. Develop learning and improvement culture and role and impact of key teams for performance and QA including training and support for : IROs and CP Chairs (O14); performance and data teams; Reg 44 visitors; voice and complaints officers; workforce development</li> <li>6. Provide training and support for front line and senior managers in performance, quality assurance and improvement.</li> <li>7. Implement use of Outcomes Based Accountability at partnership, strategic and team level as approach to support and inform shared prioritisation, learning and improvement</li> <li>8. Undertake a robust strategic needs analysis to support and inform planning and commissioning of local services over the medium term. (O27)</li> </ol>
<i>Deliverables:</i>
<ul style="list-style-type: none"> <li>• Strategic Needs Assessment complete by January 2018</li> <li>• Performance and QA framework agreed and implemented by December 2017</li> <li>• Performance and QA training programme and development programme agreed and implemented from January 2018</li> <li>• Costed programme plan finalised for full implementation of IT system and training for staff</li> <li>• OBA approach pilots complete by December 2017</li> </ul>

*Success measures*

- Performance Management information used at all levels of the organisation (April 2018)
- Local staff and managers' report improved satisfaction and confidence in IT, performance and QA (April 2018)
- Outcomes Based Accountability being used across services and partnership to inform Service Improvements (Jan 2018)
- Quality Assurance Information used routinely to review quality and impact of services and inform improvement (April 2018)
- systems Liquid Logic programme implemented successfully (September 2018)





## Schedule 2: Direction

### STATUTORY DIRECTION TO KIRKLEES COUNCIL IN RELATION TO CHILDREN'S SERVICES UNDER SECTION 497A(4B) OF THE EDUCATION ACT 1996

#### WHEREAS:

1. The Secretary of State for Education ("the Secretary of State") has noted in respect of Kirklees Council ("the Council") that performance in respect of children's social care services is 'inadequate' as detailed in Ofsted's inspection report of 25<sup>th</sup> November 2016 ("the 2016 Ofsted report").
2. The Council's failure led the Secretary of State to issue a statutory direction on 25<sup>th</sup> November 2016 ("the first direction"), requiring the Council to comply with any instructions of the Secretary of State or the Commissioner appointed by the Secretary of State in relation to the improvement of the Council's exercise of its children's social care functions; and to co-operate with a Commissioner-led review as to whether the most effective way of securing and sustaining improvement in Kirklees was to remove the control of children's social care from the Council for a period of time.
3. The Secretary of State has carefully considered:
  - a. The 2016 Ofsted report, which found the Council's delivery of children's social care services in relation to children who need help and protection, children looked after and achieving permanence and leadership, management and government to be inadequate
  - b. The Children's Services Commissioner's report of March 2017 ("the 2017 report"), which concluded that in order to secure sustained improvement to children's social care services the council should form a long-term strategic partnership with Leeds City Council
  - c. Ofsted's letter of 27 July 2017 to the Council, recording the findings of its monitoring visit of 27 and 28 June 2017, that the Council '*is making limited progress in improving services for children and families*' and that '*some children have been left in risky situations for too long*'; and
  - d. Ofsted's letter of 8 December 2017 to the Council, recording the findings of its monitoring visit of 8 and 9 November 2017, that '*the pace of change in Kirklees is too slow, and widespread and serious failures remain in the first response to children in need of help and protection.*'
4. The Secretary of State is therefore satisfied that the Council is still failing to perform to an adequate standard some or all of the functions to which section

497A of the Education Act 1996 (“the 1996 Act”) is applied by section 50 of the Children Act 2004 (“children’s social care functions”), namely:

- a. social services functions, as defined in the Local Authority Social Services Act 1970, so far as those functions relate to children;
- b. the functions conferred on the Council under sections 23C to 24D of the Children Act 1989 (so far as not falling within paragraph a. above); and
- c. the functions conferred on the Council under sections 10, 12, 12C, 12D and 17A of the Children Act 2004.

5. The Secretary of State has re-appointed Eleanor Brazil OBE as the Children’s Services Commissioner in accordance with, and for the purposes of, the terms of reference (“the Terms of Reference”) set out in the Annex to this direction.
6. The Secretary of State, having considered representations made by the Council, considers it expedient, in accordance with her powers under section 497A(4B) of the Education Act 1996, to direct the Council as set out below in order to ensure that all of the Council’s children’s social care functions are performed to an adequate standard.

NOW THEREFORE:

7. Pursuant to her powers under section 497A(4B) of the Education Act 1996, the Secretary of State directs the Council as follows:
  - a. To comply with any instructions of the Secretary of State or the Children’s Services Commissioner in relation to the improvement of the Council’s exercise of its children’s social care functions and provide such assistance as either the Secretary of State or the Children’s Services Commissioner may require;
  - b. To co-operate with the Children’s Services Commissioner, including on request allowing the Commissioner at all reasonable times access:
    - i. to any premises of the Council;
    - ii. to any document of, or relating to, the Council; and
    - iii. to any employee or member of the Council,

which appears to her to be necessary for achieving the purposes of, and carrying out the responsibilities set out in the Terms of Reference.

- c. To provide the Children’s Services Commissioner with such amenities, services and administrative support as she may reasonably require, from time to time, for the carrying out of her responsibilities in accordance with the Terms of Reference, including:
  - i. providing officers’ time or support;
  - ii. providing office space, meeting rooms or computer facilities

- d. To co-operate with the development of a strategic partnership with Leeds City Council, including the development of a formal partnership agreement, the details subject to agreement by the Secretary of State
  - e. Within three calendar months of the date of this direction, enter into a strategic partnership agreement with Leeds City Council, which must provide that Leeds City Council work with the Council to deliver all of its children's social care services functions. The terms of the partnership agreement, and any subsequent changes to it, must be agreed by the Secretary of State for Education. The agreement will be for a term of 3 years or (if earlier) until such time as the Secretary of State is satisfied that children's social care services within the Council have improved to meet the minimum standard and that the improvement can be sustained.
  - f. Appoint the Director of Children's Services for Leeds City Council as Director of Children's Services for the Council, in accordance with section 18 of the Children Act 2004. The appointment, under the terms of this direction, shall exist for such time as the partnership agreement remains in force unless alternative arrangements are agreed by the Secretary of State.
  - g. The Department for Education will assess the progress of service improvements by undertaking performance reviews at 6 monthly intervals from the date of this direction. The progress of the partnership will be monitored through regular bi-monthly discussions between the Department for Education and the Director of Children's Services, or with such of his nominated representatives as have been agreed with the Department for Education, and through quarterly reports provided by the partnership governance board to the Department of Education.
8. In consequence of this direction, the Secretary of State for Education revokes the first direction.
9. This direction will remain in force until it is revoked by the Secretary of State.

Signed on behalf of the Secretary of State for Education

SUZANNE LUNN  
A Senior Civil Servant in the Department for Education  
Dated:

## **ANNEX**

### **Relevant Functions**

#### **Commissioner for Children's Social Care Services**

##### **Terms of Reference**

1. Kirklees Council has systemically failed as its children's social care services were found to be 'inadequate' across all of the key judgements in an Ofsted inspection report (published 25 November 2016). In all cases where a Council has persistently or systemically failed to discharge its children's social care functions there is a presumption that service control will be removed from the Council unless there are good reasons not to do so.
2. The Commissioner carried out a comprehensive review and concluded that Kirklees did not have the leadership and management capacity and capability to drive forward the changes necessary to achieve the required standards in children's social care and alternative forms of service governance must be considered. In March 2017 the Commissioner recommended that the Council should enter a strategic partnership with Leeds City Council, to work with the Council to deliver all of its children's social care services functions.
3. The Commissioner is expected to provide independent strategic oversight of Kirklees Council's progress towards the partnership, under the updated Direction issued to Kirklees Council by the Secretary of State under section 497A of the Education Act 1996 in December 2017. The Commissioner shall:
  - a. Chair Kirklees Children's Services Improvement Board;
  - b. Ensure the improvement plan, which spans children's services, continues to be delivered and robustly monitored. Progress will be reported by the Council to each meeting of the Kirklees Children's Services Improvement Board;
  - c. Ensure the improvement plan includes clear and specific actions which reflect the journey of the child and which are designed to improve the quality of services for children in need of help and protection and children looked after and achieving permanence;
  - d. oversee the implementation of a robust monitoring and audit framework, which supports practice improvement and the effective delivery of the service;
  - e. support practice improvement through the re-design of systems and processes;
  - f. steer the development of a strategic partnership between Kirklees and Leeds City Council;
  - g. sit on the governance board of the strategic partnership and
  - h. deliver quarterly written updates on the partnership and Council's progress to the Minister for Children and Families, and more frequently if the pace of progress is not sufficient or if the Minister requires it.

**Schedule 3: Services and Scope**  
**(clause 1)**

1. During the Term LCC will second staff as required from time to time who during the period of their secondment will work to achieve the Aims and Outcomes set out in schedule 1.

## **Schedule 4: Financial Arrangements**

### **(Clause 6)**

#### **1. General Principles**

- 1.1. Where LCC employees are seconded to KC, KC will reimburse LCC actual salary and salary related on-costs, authorised expenses and pension contributions based on a percentage of time spent working for KC. Where there is a vacant post on the KC structure and it has been agreed that a member of staff from Leeds city council will be seconded to cover this role the cost of this secondment will be met by KC.
- 1.2. Any additional costs related to the “back filling” of posts by LCC will be funded by the DfE as part of the grant funding agreement provided to LCC. This includes the costs of staff seconded to support improvement where there is not a vacant KC post. Where a KC post is not vacant but the postholder is not in work due to long term ill health, maternity leave or some other unavoidable long term absence and LCC second a staff member to cover the post related to service improvement then LCC will invoice the DfE and KC will not be responsible for these costs .
- 1.3. Any additional LCC costs relating to the Partnership Arrangements shall be funded by the DfE pursuant to Grant offer GR1000374 to be paid under s.14 of the Education Act 2002. The grant will be paid in respect of approved expenditure incurred by LCC for the purpose of funded activities to meet the set-up and additional running costs associated with establishing a strategic partnership with the Council of the Borough of Kirklees.
- 1.4. The costs of funding the Improvement Programme set out in Section 2 of the Proposal for Strategic Improvement Partnership at Schedule 1 shall be met by KC with a financial contribution from DfE through a funding agreement to be entered into between the Secretary of State for Education and KC. Grant offer GR1000383, to be paid under s.14 of the Education Act 2002, has been made for this purpose.

#### **2. Kirklees Council’s Cost Reimbursement**

- 2.1. LCC shall submit invoices on a Quarterly basis to KC for the percentage of actual salary and salary related on-costs; pension contributions and authorised expenses in respect of each Seconded Employee on a pro-rata basis.
- 2.2. The invoice shall show VAT payable on the Quarterly amount separately (if applicable) to enable KC to recover VAT, if applicable.
- 2.3. KC shall reimburse LCC's Quarterly invoices within 30 days of a valid invoice being received by KC. For the avoidance of doubt, reimbursement by KC referred to in this paragraph 2 will continue notwithstanding that the Seconded Employee may not be performing the Services due to leave, sickness or absence.
- 2.4. Seconded Employees may claim for travel expenses including those incurred through increased costs of travelling to and from the workplace. These shall be paid by LCC in line with LCC's usual arrangements and shall form part of the reimbursement described as paragraph 2.1 above.
  
- 2.6 The costs of any training which a Seconded Employee is required by KC to attend for the purposes of this Agreement will be borne by KC

**Schedule 5: Governance Structure**  
**(Clause 12 – Governance Structure)**

**1. Governance Board**

1.1. The membership of the Governance Board will be as follows:

1.1.1. The Leaders or their nominees;

1.1.2. The Lead Members for Children’s Services appointed by the Partners in accordance with section 19 of the Children Act 2004;

1.1.3. The Chief Executives or their nominees;

1.1.4. The Director(s) of Children Services appointed by the Partners in accordance with section 18 of the Children Act 2004; and The Children’s Services Commissioner for Kirklees appointed by the Secretary of State for Education or an appropriate representative of the Secretary of State.

1.2. Other colleagues may be invited to attend for specific items. Invites may be extended on either an ad-hoc or “standing” basis.

**2. Role of the Governance Board**

2.1. The Governance Board shall be responsible for strategic oversight of the Partnership Arrangements including:-

2.1.1. The effectiveness of Partnership Arrangements

2.1.2. Monitoring the delivery of the Improvement Programme

2.1.3. Review the operation of the Agreement every 6 months specifically through the receipt of Quarterly reports from each of the Director of Children’s Services and the Children’s Services Commissioner

2.1.4. Subject to paragraph 5 below and Clause 14 of this Agreement, sole responsibility to agree and approve any significant changes to the Agreement and/or Improvement Programme or other Schedules as necessary.

2.1.5. Receive financial and activity information,



2.1.6. dispute resolution if referred under clause 26

### **3. Governance Board Support**

3.1. The Governance Board will be supported by KC officers who will be responsible for :-

3.1.1 Arranging Governance Board meetings

3.1.2 Circulating agendas and papers

3.2 The Partner that hosts the Governance Board meeting will be responsible for minute taking and distribution. LCC will host the Governance Board meetings unless the Partners agree otherwise.

### **4. Meetings**

4.1. The Governance Board will meet not less than every 3 months, at such times and intervals as agreed by the Partners.

4.2. Either Partner may require that an additional meeting is arranged if necessary by making a request in writing to the Director(s) of Children's Services. The meeting shall be arranged giving no less than 5 clear Working Days' notice unless both Partners agree that the meeting is urgent and may be convened at short notice.

4.3. The quorum for meetings of the Governance Board shall be a minimum of one Representative (who in this case must be an elected member) from each of the Partners in addition to the Director of Children's Services.

4.4. Decisions of the Governance Board shall be made unanimously where unanimity is not reached then the item in question will be referred to the next meeting of the Governance Board. If unanimity cannot be reached on the

second occasion it is discussed then the matter shall be dealt with in accordance with the Clause 26 (Dispute Resolution) of the Agreement.

- 4.5. Agendas and supporting papers will be circulated 7 days in advance of each meeting as required. Minutes of all decisions shall be kept and copied to appropriate officers promptly.
- 4.6. The Governance Board will select a Chair from amongst those present at the meeting.
- 4.7. A member of the Governance Board entitled to attend and vote at a meeting may participate by means of SKYPE, telephone conference or other facility enabling all people participating in the meeting to hear each other, and participation in a meeting in this way is taken to be presence in person at the meeting.

## **5. Delegated Authority**

- 5.1. The Board has no delegated authority in respect of the Functions.
- 5.2. Each of the functions will be discharged in accordance with the relevant scheme of delegation in place at KC.

Decisions at the Governance Board can only be taken by the members and / or officers present using their delegated powers in accordance with the governance rules and procedures and the constitution of their local authority. Decisions at Governance Board are subject to each Partner taking whatever steps are needed to take a decision of that nature in accordance with their governance rules and procedures and constitution.

## **6. Overview and Scrutiny**

The Improvement Board, chaired by the Children's Services Commissioner will monitor the delivery and impact of the Improvement Programme.

KC Overview and Scrutiny Board for Children's Services will support the work of the Improvement Board by examining the quality and impact of Services. LCC Children and Families Scrutiny Committee will monitor whether delivering the Improvement Programme has an impact on the quality of Services and outcomes

for children in Leeds.

The Executive Board for LCC will be informed and consulted on all the Improvement work undertaken by Leeds Children and Families Services by a Quarterly report by the DCS.

DfE will monitor progress through the Improvement Board, chaired by the Children's Services Commissioner and through Quarterly reports received from the Governance Board and bi-monthly meetings with the Director of Children's Services.

## **7. Review**

- 7.1. The operation of the Agreement will be regularly reviewed by the Governance Board and as a minimum every 6 months in response to reports submitted in accordance with clause 13.5 of this Agreement.

## **8. Accountability**

- 8.1. During the period when the Leeds Director of Children and Family Services is the statutory Director for Kirklees Children's Services (the Director of Children's Services) he will be accountable directly to KC's Leader and KC's Lead Members for Children's Services for delivery of the Improvement Programme at Schedule 1, and will report directly to KC's Chief Executive in line with the arrangements set out in the KC Constitution.
- 8.2. The Director of Children's Services will be responsible for discharging the Functions. The Director of Children's Services will report to KC's Overview and Scrutiny Board for Children's Services and KC's cabinet on the discharge of the Functions as required.
- 8.3. KC will remain responsible for the outcomes of children and young people services in Kirklees and financial accountability for Kirklees Children's Services will remain with KC.

8.4. KC is under a Direction to improve Children's Services Functions and aims to achieve this through the implementation of the Partnership Arrangements. KC is accountable to the Secretary of State for Education in respect of the delivery of the required improvements.

## **Kirklees Children's Improvement Board**

### **Terms of reference**

#### **Purpose**

To oversee the implementation of the Children's Services Improvement Plan and provide assurances that risks are being managed and are reducing.

#### **Outcomes**

Standards in practice are improved, leading to good outcomes for children and young people in Kirklees.

#### **Role of Improvement Board**

- To drive the delivery of the Improvement Plan in order to address the areas of concern and recommendations identified through the Ofsted Inspection of services for children in need of help and protection, children looked after and care leavers in Kirklees Council published on the 25th November 2016; and the Direction issued on the same date by the Secretary of State for Education.
- To ensure oversight and challenge of the Improvement Plan
- To identify, agree and monitor key performance measures, and agreed qualitative information including auditing and feedback from children and young people, which will demonstrate the impact of improvement activity
- To challenge the pace and quality of progress, in terms of both actions and the impact of those actions
- To identify and monitor key risks associated with the implementation of the Improvement Plan
- To require members of the Board to report on the progress of the Improvement Plan through respective organisational governance arrangements – including Health, Police and Schools
- To recommend revisions to the Improvement Plan where necessary to accelerate improvement
- To work with the chair of the Kirklees Safeguarding Children Board (KSCB) to ensure the responsibilities of the KSCB are being delivered and support the delivery of the Improvement Plan.

#### **Membership**

The membership of the Improvement Board will be as follows:-

The Children's Services Commissioner for Kirklees appointed by the Secretary of State for Education (Chair)

The Chief Executive or their nominees  
The Leader of Kirklees Council  
The Lead Member for Children's Services  
The Director of Children Services  
Chair of Overview and Scrutiny  
Chair of Kirklees Safeguarding Children Board  
Deputy Director for Children's Services  
Head of Children's Social Care  
Service Director Learning and Early Help  
Service Director Policy, Intelligence and Public Health  
West Yorkshire Police, District Commander for Kirklees or their nominees  
Greater Huddersfield CCG Representative  
North Kirklees CCG Representative  
Primary Heads Representative  
Secondary Heads Representative  
Head of Joint Commissioning  
Chief Executive, Locala  
VCS Leaders representative

Members of the Improvement Board are expected to prioritise this meeting and must be empowered to make decisions on behalf of their organisations where appropriate. If they are unable to attend, they may identify an appropriate deputy to attend and make decisions on their behalf.

Other colleagues may be invited to attend for specific items agreed in advance by the Chair of the Improvement Board.

### **Accountability**

The Improvement Board will be accountable to KC's Executive Management Team and will provide progress reports on the implementation of the Improvement Plan, highlighting areas of risk. The Improvement Board, through the Children's Services Commissioner will also report to the Secretary of State for Education on progress.

Members of the Improvement Board are responsible for reporting progress and key issues through their own service structures.

### **Delegated Authority**

The Improvement Board has no delegated authority. Its remit is as a review and monitoring body reporting back to the Secretary of State for Education and KC's Executive Management Team.

### **Overview and Scrutiny**

The Kirklees Overview and Scrutiny Board for Children's Services will be responsible for scrutiny of the delivery and impact of the Improvement Programme.

There will be regular Ofsted monitoring visits or inspections, and the findings and resulting actions will be reported to the following Improvement Board.

The DfE will undertake 6 monthly reviews of progress, recent performance and what the DfE expect to see in the next six months.

## **Meetings**

The Improvement Board will meet regularly and not less than every 3 months or such other times and intervals as agreed by the Board.

The meeting will be chaired by the Children's Services Commissioner appointed by the Secretary of State for Education or their nominee.

The agenda will be agreed by the Chair of the Improvement Board, the Director for Children and Young People, and the Head of Children's Social Care.

## **Improvement Board Support**

The Improvement Board will be supported by KC's officers who will be responsible for:

- arranging Improvement Board meetings
- circulation of agendas and papers
- minute taking and distribution

## **Review**

The relevance and value of the work of the Improvement Board and terms of reference will be reviewed annually following the DfE review.

## **Schedule 6: Staffing**

### **(clause 11)**

#### **TUPE Provisions**

1. The Partners do not intend that the commencement of this Agreement or the creation of the Secondment Agreements will constitute a Relevant Transfer under TUPE during the Term of this Agreement or on its expiry. There is no transfer of an entity or service provision change in the creation of the Partnership Arrangements and accordingly TUPE does not apply.
2. In the event that a Seconded Employee successfully argues that their employment transfers from LCC to KC in accordance with TUPE as an operation of law during or on expiry or termination of the Term, the Partners agree to co-operate to assess an equitable apportionment of financial liabilities in relation to the operation of TUPE at the time of such operation. The Partners shall comply with their obligations under TUPE.

#### **Staff and Management Provisions**

3. The following provisions describe how the staff management arrangements for Children's Services in KC will operate during the Term of the Agreement. LCC Seconded Employees will have such powers of intervention where appropriate under the KC's Director of Children's Services officer scheme of delegations.
4. Staff currently employed by KC shall remain employees of KC from the Effective Date and will continue to be subject to employment policies/procedures and the pay and conditions framework determined by KC.
5. Seconded Employees' contracts of employment shall continue in full force and effect with LCC. Seconded Employees may be responsible for the line management of KC staff.
6. KC will retain full financial liability for all costs awards or compensation arising in connection with the recruitment, appointment, employment and termination of KC staff within Children's Services including any costs awards or compensation in connection with Employment Tribunals or other legal proceedings brought by KC employees.
7. Subject to prior consultation between KC and LCC KC agrees to fund reasonable costs arising from the termination of employment of Seconded Employees where such costs arise and the member of LCC staff was employed by LCC after the



Effective Date solely for the purpose of supporting the Partnership Arrangements or delivering Services to KC. LCC shall bear the costs of termination or redundancy for such staff for the period from the commencement of employment with LCC up to the date that such staff were seconded to KC subject to the PROVISO that it is not practicable for such Seconded Employees to return to their substantive employment with LCC and cannot be redeployed or transferred to KC at its discretion subject to appropriate consents.

8. LCC agrees that where it seconded Seconded Employees to KC and decides to backfill it shall do so on the basis of temporary contractual arrangements to enable Seconded Employees to return to their posts at LCC.

9. Increases or decreases in the amount of staff resource supplied by way of Seconded Employees may be triggered by the Governance Board making a recommendation and tasking a review. This will ultimately be a decision of the Director of Children's Services subject to the agreement of both Partners having regard, amongst other things, to adequate resources and funding available to each Partner.

10 LCC shall ensure the Seconded Employees have been consulted prior to their secondment and sign a Secondment Agreement in the form or substantially in the form (unless agreed in writing by the Partners) set out at Schedule 7 before taking up any secondment at KC.

11. LCC will maintain details of all Seconded Employees from LCC to KC in the format at Schedule 8. LCC will provide information related to Seconded Employees to KC promptly on request.

12. At the expiry or termination of the Agreement and/or Secondment Agreement, LCC agree that such Seconded Employees shall be treated as having returned to LCC on the terms and conditions applicable to their substantive employment with LCC and no employment claims relating to the ending of substantive employment with LCC may be made against KC.

13. Upon termination of the Secondment Agreement LCC shall procure that the Seconded Employee returns all documents, file notes, files, records, goods, equipment, data (whether hard copy or electronic), and any other information or correspondence, papers used by, provided by or stored as a consequence of the Secondment Agreement and Partnership Arrangements.

14. A process of supporting Seconded Employees will be agreed and implemented by the Partners.

15. LCC does not expect any redundancies to arise from the arrangements set out in this Agreement, however, in the unlikely event that this does occur the Partners agree that where Seconded Employees cannot return back to LCC, nor transferred under TUPE for whatever reason, LCC shall bear redundancy costs for such Seconded Employees for the period from the commencement of employment with LCC up to the date that such employees become Seconded Employees. The Partners shall be jointly liable for all redundancy costs for the period from commencement of the secondment to termination of employment of the Seconded Employee.

16. The Partners agree that where LCC has employed a Seconded Employee specifically for the purpose of secondment to KC during the Term of this Agreement and on expiry or termination of this Agreement such Seconded Employees are not able to be transferred back to LCC, nor transferred under TUPE to KC, the Partners shall be jointly liable in relation to the costs of LCC making such staff redundant.

17. The Secondment Agreements will terminate immediately in respect of Seconded Employees upon the dismissal or resignation of the Seconded Employee from their employer, LCC or upon the Seconded Employee revoking their consent to the Secondment Agreement.

**Schedule 7: Secondment Agreement**

**DRAFT SECONDMENT AGREEMENT**

**BETWEEN**

**COUNCIL OF THE BOROUGH OF KIRKLEES**

**AND**

**LEEDS CITY COUNCIL**

**AND**

**THE SECONDEE**

## Secondment Agreement

**THIS AGREEMENT** is made on

**BETWEEN:-**

- (1)** THE Council of the Borough of Kirklees of *The Town hall ,Ramsden Street ,Huddersfield ,HD1 2TA (KC)* .
- (2)** Leeds City Council of Civic Hall Leeds LS1 1UR.(LCC)
- (3)** Name and address of Secondee (the “Secondee”)

(the Parties)

**1. Background**

- A The Secondee is employed by LCC under a contract of employment which shall remain in force.
- B The Secondee will continue to be employed by LCC during the period of the secondment.
- C The Parties wish to make provision for the Secondee to be seconded by LCC to KC. KC wishes to have the benefit of the services of the Secondee pursuant to section 113(1) of the Local Government Act 1972.
- D LCC has agreed with KC that KC may have the services of the Secondee on the terms set out in this Agreement, and the Secondee has joined in the Agreement to provide his/her consent.
- E This agreement forms part of the Strategic Partnership Agreement between LCC and KC.

## **2. Specific purpose of the Secondment**

- 2.1 The main duties of the secondment are to carry out those duties in line with the Secondee's current LCC job description as requested by the Director of Children's Services (DCS). The DCS is the same for both LCC and KC .
- 2.2 The Secondee may be asked to spend all of her time or a specified period of time working for KC during the secondment period, as the need arises as requested by the DCS. It is agreed that flexibility is key to ensuring that the arrangements work for the benefit of all Parties.
- 2.3 When working for LCC the Secondee will take decisions in line with the LCC Constitution including the Officer Delegation Schemes and Sub Delegation Schemes. When working for KC the Secondee will take decisions in line with the KC's Constitution including the Officer Delegation Schemes and Sub Delegation Schemes as an officer of KC.

## **3. Length of Secondment**

- 3.1 The secondment will commence on [ ] 2017 for a period of 12 months and will terminate on [ ] 2018 subject to any extensions agreed between the Parties and or the early termination provisions set out in clause 10.

## **4. Salary**

- 4.1 For the duration of the secondment of the Secondee to KC, LCC shall continue to employ the Secondee and shall continue to pay the Secondee her salary in accordance with the terms of her contract of employment with LCC. LCC will continue to provide the Secondee with all of the benefits to which she is entitled under her contract of employment including superannuation.

## **5. Location**

- 5.1 The Secondee will, whilst working for KC, work at KC offices, or other places of work as reasonably required in order to effectively carry out the secondment role.

## **6. Hours of Work**

- 6.1 The normal working hours for the Secondee will be 37 hours per week whether working at LCC, KC or a combination of LCC and KC.

Specific working arrangements shall be determined in line with the needs of the service.

## **7. Line Management Responsibilities & Liability & Control**

- 7.1 The Secondee will remain responsible to LCC under their contract of employment.
- 7.2 The Secondee will at all times during the secondment whilst working for KC be under the direction and control of KC and KC will nominate a line manager for day to day purposes .The Secondee may be authorised by the DCS to line manage KC staff as appropriate in accordance with KC policies and procedures..
- 7.3 KC agrees that LCC will have no responsibility or liability for the acts or omissions of the Secondee for the duration of the secondment, and KC agrees to indemnify LCC against:-
- all claims, losses, liabilities and associated costs and expenses arising out of the secondment of the Secondee or the death, illness or injury of the Secondee, so far as the same arise as a result of or in connection with any act or omission on the part of the KC or any of its employees, agents or contractors;
  - all claims, losses, liabilities and associated costs and expenses arising out of any acts or omissions of the Secondee in the course of her duties during the period of the secondment.
- 7.4 KC agrees that it will have the same obligation to the Secondee in relation to her health and safety at work as it would have if the Secondee were one of its employees.
- 7.5 LCC shall indemnify KC against any claim or demand by the Secondee arising out of their employment by LCC or its termination during the secondment period (except for any claim relating to any act or omission of KC or its employees ,agents or contractors)

## **8. Annual Leave/Bank Holidays**

The Secondee's leave entitlement will remain the same as under her substantive role with LCC.

The Secondee's holidays are to be taken at such times as are convenient to KC and with the prior authorisation of LCC and KC. LCC will be responsible for recording the annual leave.

## **9. Policies and Procedures**

### **9.1 Disciplinary and Employment Procedures clauses**

9.1.1 For the duration of the secondment, LCC disciplinary and grievance procedures, Equalities Policies and any other employment procedures and policies that may be provided to KC by LCC from time to time will continue to apply to the Secondee.

- 9.1.2 In the event that KC is not satisfied with the performance or conduct of the Secondee, then KC will not discipline the Secondee itself, but shall inform LCC immediately of the nature of the concerns and the action (including any disciplinary action or dismissal) which it recommends LCC to take in respect of the Secondee.
- 9.1.3 Subject to LCC disciplinary procedure, LCC shall have complete discretion as regards any disciplinary action which it decides to take or not to take in respect of the Secondee.
- 9.1.4 If the Secondee raises any grievance relating to her employment during the period of the secondment, then it will be dealt with by LCC under its own internal grievance procedure KC agrees to notify LCC immediately if it receives any grievance lodged by the Secondee.
- 9.1.5 Further, LCC agrees to inform KC promptly of the nature of any grievance lodged by the Secondee, and of any steps which it wishes KC to take to assist it in resolving the grievance. KC agrees to use its best endeavours to comply with the wishes of LCC in this respect.

## 9.2 **Sickness or other Absence**

- 9.2.1 In the event of illness, or other absence the Secondee, if working for KC at that time, will be expected to contact KC to notify any sickness. KC will notify LCC of any absence. Absence will continue to be monitored and managed in line with LCC Improving Attendance Policy & Procedure.

## 10. **EARLY TERMINATION**

- 10.1 Notwithstanding any other provision of this Agreement, this Agreement may be terminated early either on the termination of the Secondee's Contract of Employment with LCC or in some other exceptional circumstance for example, following the application of LCC appropriate employment policies and procedures. KC will provide such assistance in this regard as is reasonably requested by LCC. Early termination of this Agreement may occur immediately by either KC or LCC if:-
  - 10.1.1 The Secondee commits any act or makes any omission (whether or not in connection with the secondment) which would entitle KC to dismiss the Secondee if she were employed by KC on the terms and conditions under which the Secondee is employed by LCC; or
  - 10.1.2 The Secondee conducts herself in a manner prejudicial to either the business of KC (whether or not in connection with the secondment) and/or LCC; or
  - 10.1.3 The Secondee is unable to perform the secondment duties by reason of ill health capability; or
  - 10.1.4 The Secondee is guilty of dishonesty or is convicted of an offence (other than a minor motoring offence which is not punishable by a custodial sentence) (whether or not in connection with the secondment); or

- 10.1.5 The Secondee is unable to perform all or any of the secondment duties by reason of illness, injury or otherwise for a period exceeding (in total) 4 weeks (whether or not consecutive) in any period of 12 months; or
- 10.1.6 The Secondee commits any neglect or negligence in the performance of the secondment duties under this Agreement; or
- 10.2 KC or LCC shall be entitled to terminate this Agreement forthwith by notice in writing to the other party if:
  - 10.2.1 The other party commits any material breach of its obligations under this Agreement and fails to remedy the breach, if capable of remedy , within a reasonable time specified in writing in a notice from the non-defaulting party ; or
  - 10.2.2 The Secondee's employment with LCC shall have been terminated, including, by the voluntary resignation of the Secondee from her employment with LCC.

## **11 Termination**

11.1 This Agreement may be terminated:

11.1.1 at any time by the written agreement of KC and LCC; or

11.1.2 by either KC or LCC giving to the other party 4 weeks' notice in writing.

## **12 Confidentiality**

The Secondee is not permitted, during or after the end of the secondment period, to use or to disclose to anyone information of a confidential nature relating to KC, including but not confined to business information and intellectual property but excluding information which is already in the public domain.

## **13 Health and Safety**

It will be the responsibility of KC to ensure that while the Secondee is located in the building or engaged on work on KC's behalf, the Secondee will comply with all duties relating to Health, Safety and Welfare at Work as set out in the Health and Safety at Work Act 1974.

The Secondee shall familiarise herself with KC's Health and Safety policies and procedures .

## **14 Contacts**

14.1 **KC**

Telephone 0113

E-mail [@leeds.gov.uk](mailto:leeds@leeds.gov.uk)

14.2 **LCC**



Telephone  
E-mail

**15 Basis of charges**

15.1 Invoices for the charges incurred during the secondment period should be presented to KC monthly in line with the contact information detailed above. The invoice charges shall be calculated in accordance with the Strategic Partnership Agreement , and show VAT payable on the monthly amount separately .

**16 Miscellaneous**

16.1 No amendment or variation to this Agreement will be effective unless it is in writing and signed on behalf of each of the Parties.

16.2 This Agreement may not be assigned or sub-contracted in whole or in part by any party without the prior written consent of the other Parties.

16.3 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third parties ) Act 1999 to enforce any term of this Agreement.

**We hereby agree the secondment of the above named on the terms and conditions set out in the agreement above.**

**The Secondee agrees to the sharing and processing of their personal data, including sensitive personal data for the purposes of this Agreement and in accordance with the Data Protection Act 1998.**

Signed by: ..... Date: .....  
(Secondee)

Signed by: ..... Date: .....

***For and on behalf of KC***

Signed by: ..... Date: .....  
LCC

**Schedule 8:**  
(List of Seconded Employees)

1. In accordance with Clause 11 of this Agreement, the following individuals are Seconded Employees and made available (with their consent) by LCC to KC for the purposes of the Partnership Arrangements. Note that this list is accurate at the date of this Agreement but is not exhaustive. The Director of Children's Services may change this list at their discretion subject to the agreement of and based on the operational requirements of each of the Partners the secondment hours may be varied up or down in accordance with paragraph 9 of Schedule 6.

Current Employer LCC	Name	Job Title	Contracted Hours With LCC	Seconded Employee Hours to KC	KC Team where Seconded Employee based
LCC	Steve Walker (SW)	Director of Childrens Services	37	Up to 37 hours subject to review of the Improvement Programme	Covers the statutory Director of Children's Services role as a direct appointee of Kirklees Council
LCC	Saleem Tariq (ST)	Deputy Director of Childrens Services	37	Up to 37 hours	work to cover aspects of the Director of Children Services role in accordance with the Director of Children's Services scheme of delegation
LCC	Charlotte Jackson	Head of Service	37	Up to 37hours	)Covers the )Head of )Services role

	(CJ)				
LCC	Ophelia Fox (OF)	Head of Service	37	Up to 37 hours	

## **Schedule 9: (Clause 28)**

### **Exit Strategy**

#### **1. Purpose**

- 1.1. Within 3 Months of the date this Agreement the Partners shall prepare and approve an Exit Plan which shall have the following objectives to ensure:-
  - 1.1.1. A smooth transition so that there is no adverse impact on Children Services Functions and comprehensive handover arrangements.
  - 1.1.2. To facilitate an orderly transfer of all Seconded Employees back to LCC and that KC employees, recipients of services and partners affected by the Exit Plan are appropriately treated, receive adequate and timely communications and not adversely affected.

#### **2. Procedure upon termination or expiry of the Term**

- 2.1. On receipt of notice of termination, or in good time before expiry of the Term of the Agreement, the Partners shall implement the Exit Plan which shall contain, amongst other things, the following details:-
  - 2.1.1. The roles of each Partner during the period leading up to termination and/or expiry of the Term;
  - 2.1.2. Transfer of any data belonging to either Partner.
  - 2.1.3. Continuity of the Functions at an appropriate level of efficiency and effectiveness.
  - 2.1.4. Apportionment and responsibility for costs and expenses relating to Seconded Employees.
  - 2.1.5. Communications with Seconded Employees who will return back to LCC and KC employees, partners and service users.
  - 2.1.6. TUPE, if applicable by operation of law.
  - 2.1.7. Arrangements in relation to Intellectual Property Rights
  - 2.1.8. Governance structure for the period leading up to termination and/or expiry of the Term.
  - 2.1.9. Dealing with any liabilities for which the Partners are responsible under this Agreement.
  - 2.1.10. Arrangements for dealing with the transfer or return of files, file notes, correspondence, records, documents used by LCC, KC Assets, premises, equipment, information sharing and the staffing provisions set out in the Agreement.

2.1.11. Arrangements for secondees from LCC to return to their employer.

3. Review of Exit Plan

- 3.1. The Exit Plan shall be reviewed annually throughout the Term of the Agreement or at such other intervals as may be agreed by the Partners.

## Schedule 10

### Secretary of State Consultation and Consent

**"Consent Reserved Matter(s)"** those matters set out in Clauses 14, 27.1, 27.2, 27.6 & 41

**"Consultation Reserved Matter(s)"** those matters set out in Clauses 12.1, 27.5 & 27.6

#### **1 THE SECRETARY OF STATE'S RIGHT TO DELEGATE AUTHORITY**

- 1.1 From the date of this Agreement, the Secretary of State may appoint a representative to exercise his rights and discharge his obligations under this Agreement and any such appointee shall have the full authority to act for and on behalf of the Secretary of State under this Agreement (the **"Representative"**).
- 1.2 The Representative may, without limitation, be a senior civil servant in the Department for Education (as notified to the Partners from time to time).
- 1.3 The Partners shall direct all notifications and discharge their obligations under this Agreement to any appointed Representative in full discharge of their obligations under this Agreement and with no residual liability owing to the Secretary of State.

#### **2 CONSULTATION PROCESS**

- 2.1 Where a Consultation Reserved Matter arises, prior to any decision being made in respect of such Consultation Reserved Matter the Partner (or Partners (as appropriate)) shall:
  - (a) notify the Secretary of State in writing of the details of such Consultation Reserved Matter along with the Partner(s) proposed course of action and provide reasonable supporting evidence to allow the Secretary of State to adequately consider such Consultation Reserved Matter; and
  - (b) invite the Secretary of State to make written representations to the Partner(s) in respect of the Consultation Reserved Matter within a period of 10 (ten) Working Days from receipt of notification under Clause 2.1(a) (**"Consultation Response Period"**).
- 2.2 During the Consultation Response Period, if either the Secretary of State or the Partner(s) (acting reasonably) notifies the other in writing of the need to change (either shorten or lengthen) the Consultation Response Period, then an amended period shall be agreed in writing (the **"Amended Consultation Response Period"**). If the Secretary of State and the Partner(s) fail to agree an Amended Consultation Response Period, the Consultation Response

Period shall remain unchanged i.e. be 10 (ten) Working Days from receipt of notification pursuant to Clause 2.1(a).

- 2.3 Subject to Clause 2.4, the Partner(s) shall take into consideration the reasonable representations made by the Secretary of State pursuant to this Clause 2 prior to any formal notification of the Partner(s) proposed course of action.
- 2.4 If the Secretary of State does not respond to the Partner(s) within the Consultation Response Period or the Amended Consultation Response Period (as applicable) the Secretary of State's consultation shall be deemed to have been sought for the purposes of this Clause 2 and the Partner(s) may proceed with its proposed course of action in respect of the relevant Consultation Reserved Matter.

### 3 CONSENT PROCESS

- 3.1 Where the consent of the Secretary of State is required in respect of any of the Consent Reserved Matters the Partner (or Partners (as appropriate)) shall:
- (a) submit a written proposal to the Secretary of State:
    - (i) setting out (as applicable) the Consent Reserved Matter to which the consent is being sought, together with a reasonably detailed explanation of the matter to be determined; and
    - (ii) requesting the written consent of the Secretary of State to such proposal; and
  - (b) provide any additional information reasonably requested in writing by the Secretary of State in connection with such proposal as soon as reasonably practicable.
- 3.2 The Secretary of State shall not unreasonably withhold its consent and shall, subject to Clause 3.3, notify the Partner(s) of his decision in writing within 10 Working Days of receipt of a proposal pursuant to Clause 3.1(a) ("**Consent Response Period**").
- 3.3 During the Consent Response Period, if either the Secretary of State or the Partner(s) (acting reasonably) notifies the other in writing of the need to change (either shorten or lengthen) the Consent Response Period, then an amended period shall be agreed in writing (the "**Amended Consent Response Period**"). If the Secretary of State and the Partner(s) fail to agree an Amended Consent Response Period, the Consent Response Period shall remain unchanged i.e. be 10 (ten) Working Days from receipt of notification pursuant to Clause 3.1(a).
- 3.4 In respect of a Consent Reserved Matter, if the Secretary of State does not respond to the Partner(s) within the Consent Response Period or the Amended Consent Response Period (as applicable) the Secretary of State's consent shall be deemed to have been given for the purposes of this Clause 3 and the Partner(s) may proceed with their proposed course of action.

- 3.5 Where the Secretary of State rejects the proposal put forward by the Partner(s) it shall provide full written reasons for its rejection (with reference to the information submitted by the Partner(s) as part of its written proposal).