

Dated: _____ 2012

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SLOUGH BOROUGH COUNCIL

-and-

READING BOROUGH COUNCIL

-and-

WEST BERKSHIRE COUNCIL

-and-

WOKINGHAM BOROUGH COUNCIL

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ROYAL BOROUGH OF WINDSOR & MAIDENHEAD

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Agreement for Participation in Education or Training for Young People Aged 16-19 and Young Adults with a Learning Difficulty and /or Disability Aged 16 to 25

Deleted: POST 16 COMMISSIONING IN BERKSHIRE

Relating to Joint Arrangement for the 'Raising Participation Partnership' (formerly known as the Berkshire Sub Regional Group).

Deleted: to Commission Education and Training for 16-19 Year Olds and Young Adults 25 if subject to a learning difficulty or disability assessment

THIS AGREEMENT is made the _____ day of _____ Two Thousand and Twelve

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BETWEEN SLOUGH BOROUGH COUNCIL of the first part, **READING BOROUGH COUNCIL** of the second part, **WEST BERKSHIRE COUNCIL** of the third part and **WOKINGHAM BOROUGH COUNCIL** of the fourth part.

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RECITALS

1. The Parties have agreed to develop and maintain a Joint Arrangement to deliver Local Authorities' Statutory responsibility to secure sufficient, suitable education and training opportunities to meet the reasonable needs of all young people in their area.

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2. This Agreement is made in accordance with the following powers and all other powers enabling the Parties to do so:-

Deleted: <#>Education and Training for 16-19 year olds and Young Adults to 25 with Learning Difficulties or Disabilities.&

The Local Authorities (Goods & Services) Act 1970 Section 1

Local Government Act 1972 Section 101

Local Government Act 1972 Section 111

Local Government Act 1972 Section 113

Local Government Act 2000 Section 20

Education and Skills Act 2008 Sections 68, 70 and 71

Apprenticeships Skills Children and Learning Act 2009 Section 41

Comment [h1]: Nothing in the 2012 Education Act that changes or adds to this.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1. **DEFINITIONS**

1.1. In this Agreement where the context allows:

“Annual Business Plan” means the plan produced by the Team to describe the provision of the Service for the financial year.

“Approved Budget” means the budget approved by the Parties for the provision of the Service (described below).

“Board” means the Strategic Board of this Joint Arrangement as detailed and comprised in the Decision Making and Governance Arrangements approved by the Parties annexed hereto and marked Appendix A.

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“Commencement Date” means 1 April 2012.

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“Contingency Fund” means the surplus funds available to the Partnership for the purposes of meeting liabilities relating to the Service; carry over of such funds to the following financial year will be subject to approval by the Board.

“Director of Children’s Services” means the Director of Children’s Services or equivalent Local Authority Officer.

“Education and Training” means planning and securing further education and training for young people aged 16-19 and young people aged 16-25 with a Learning Difficulty and/or Disability assessment

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“Education Funding Agency” means the organisation with responsibility for sponsorship of Academies and for funding education and training for 16-19 year olds and 16-25 year olds with a learning difficulty and/or disability.

“Finance Officers” means those officers designated by the Parties for the purposes of s. 151 of the Local Government Act 1972 or any replacement thereof from time to time in force.

"Financial Year" the period commencing on the 1 April and ending on the succeeding 31 March.

“Grant” means the grant allocated to the Raising Participation Partnership from Local Authorities, for the purpose of undertaking Statutory Duties relating to education and training for young people aged 16-19 and young people aged 16-25 with a Learning Difficulty and/or Disability assessment.

"Host Authority" means Slough Borough Council.

"the Insured Risks" fire lightning explosions storm tempest flood bursting and overflowing of water tanks apparatus or pipes earthquake aircraft and other aerial devices dropped from aircraft riot and civil commotion and such other risks as the Host Authority may consider it prudent to insure.

“Joint Committee” the committee established as the body to exercise the function and responsibilities of the joint agreement described in Appendix A to this Agreement.

"Local Government Ombudsman" means the person or persons appointed for the purposes of Part 3 of the Local Government Act 1974 (as amended)

Deleted: "LSC" means Learning and Skills Council

"Other Parties" means such one or more of the Parties as the context requires excluding the Host Authority.

"Participation Executive Group" means the group set up to monitor the delivery of the Service and advise and make recommendations to the Board.

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"Parties" means the Parties to this Agreement.

"Service" means the Service described in Appendix 'B' to this Agreement and referred to as the Service Specification.

"Raising Participation Partnership" means the Partnership of the four Local Authorities of Slough, Reading, West Berkshire and Wokingham.

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"Skills Funding Agency" means the organisation with responsibility for sponsorship of Further Education Colleges and Independent Training Providers.

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"Team" means the Raising Participation Team comprising those members of staff employed by the Host Authority for the purpose of providing the Service pursuant to Clause 3 hereof.

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"Team Director" means the member of staff appointed by the Host Authority as "Director, Raising Participation

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Partnership” to manage the Team on a day-to-day basis.

"Term" means the period commencing on 1 April 2012 and expiring on 31 March 2015 or such other later date as may be agreed between the parties in accordance with Clause 16.3.

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"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time any relevant European Directives.

"Young People" means young people aged 16-19 and young people aged 16-25 with a Learning Difficulty and/or Disability assessment

Deleted: "YPLA" the Young People's Learning Agency

2. **THE SERVICE**

2.1 Subject as hereinafter provided the Host Authority shall provide the Service through the Team during the Term and shall use all reasonable endeavours to keep the cost of the Service within the Approved Budget. The budget is to be approved annually by the Joint Committee on recommendation of the Board. For the purposes of the day to day operations of the Raising Participation Partnership the Joint Committee shall require the Board to oversee and co-ordinate the functions of the Partnership. It is acknowledged that the Parties may have differing policies and requirements for those areas of Education and Training work in connection with which the Team will provide the Service and the Service provided to a Party shall fully take into account the policies and requirements of that Party.

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2.2. The Approved Budget for the Service for the period 1 April 2012 to 31 March 2013 and the contribution of each of the Parties to the Approved Budget are set out in Schedule 1. Schedule 1 will be updated annually by 31 March of the preceding financial year to reflect the budget for the succeeding financial year.

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2.2.1 For subsequent years the proportion of the Approved Budget to be paid by a Party shall be as agreed by the Joint Committee.

Matt want the whole table deleted please and can't do it!!

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- Deleted:** in proportion to the LSC Staff Transfer Grant funding which they formerly received from central government unless otherwise agreed by the Berkshire SRG Board. That proportion shall be as set out in the table below.
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- Deleted:** Percentage Contribution
- Deleted:** Reading Borough Council
- Deleted:** 17.4%
- Deleted:** Slough Borough Council
- Deleted:** 21.7%
- Deleted:** West Berkshire Council
- Deleted:** 21.7%
- Deleted:** The Royal Borough of Windsor and Maidenhead
- Deleted:** 21.7%
- Deleted:** Wokingham Borough Council
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2.3. Without prejudice to the generality of this Clause the Service will include all the functions and activities detailed in the Service Specification for the Raising Participation Team (Appendix B) unless otherwise agreed by the Board.

2.4. Although employed by the Host Authority, it is accepted by the Parties that the Team will have professional responsibilities to all of the Parties individually.

2.5. Any financial losses or increases in expenditure which are due to the failure by the Host Authority to comply with the terms of this Agreement shall be borne by the Host Authority.

2.6. The Parties agree to promote good practice by adopting protocols and procedures to be agreed and periodically reviewed between the Team Director and Directors of Children’s Services for the Parties, normally via the Participation Executive Group.

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3. **STAFFING**

3.1 The Host Authority will employ and provide office accommodation and professional services for staff in the Team. The Host Authority will be responsible for paying salaries and incidental salary costs (including employers' national insurance and superannuation

contributions, subsistence, expenses, and the cost of CPD training) and will provide office equipment and supplies. The Host Authority will also provide accounting, line management and corporate support. In relation to the appointment of a member of the Team who is to be the Team Director, the Host Authority shall afford the Directors of Children's Services of the Parties or their representatives full opportunity to be a member of the interview panel making the appointment and to participate in the decision of the interview panel.

- 3.2 The Host Authority will employ such professional and support staff as are required to provide efficiently the Service referred to in Clause 2 and detailed in Appendix B. The professional staff will include a Team Director who will report to the Director of Children's Services of the Host Authority.
- 3.3 Furthermore, the Host Authority shall ensure that all appropriate staff be trained in the use of computer facilities made available by the Host Authority for the production of accounts and other management information required by this Agreement.

4. **THE BUDGET /CHARGES**

4.1 The Approved budget for the period 1 ~~April 2012~~ to 31 March ~~2013~~ and subsequent years shall be agreed by the Joint Committee on recommendation of the Board and appended as Schedule 1 to this agreement.

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4.2. The Approved Budget shall be the subject of annual review by the Board having regard to any changes in the cost of providing the Service and in particular (but not limited to)

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4.2.1. the forecast rate of inflation for the Financial Year in question which the Host Authority has used for its own budget purposes;

4.2.2 the changes to salaries and wages and other terms and conditions of employment of the relevant staff brought about by national and local negotiations;

4.2.3. changes in law or practice relating to the delivery of the Service;

4.2.4 other material changes in the cost of the provision of the Service outside the control of the Host Authority;

4.2.5 Efficiency savings agreed by the Joint Committee on recommendation of the Board.

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4.3. The Host Authority shall use its reasonable endeavours to ensure that the annual review is undertaken by the Team Director on behalf of the Host Authority and presented to the Board and Joint Committee for approval of the Provisional Budget for the succeeding financial year by 30 November of the preceding financial year. The Approved Budget for the succeeding financial year shall be agreed by the end of February of the preceding financial year.

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Comment [h2]: This final approval looks late (the previous draft said 12 weeks before but the former Board Chair (CE RBWM) was always insistent that budgets could not be formally agreed that far ahead. Under the new Governance arrangements we have Board/ Joint Committee meetings scheduled for Oct/Nov and Feb/ March..

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4.4 In addition to and without prejudice to Clauses 4.1 to 4.3 the Host Authority reserves the right after consultation with the Other Parties to make reasonable changes in charges to the Other Parties at any time where unforeseen changes occur which result in the Host Authority reasonably incurring additional or reduced costs.

4.5 In addition to and without prejudice to Clauses 4.1 to 4.4 the Host Authority reserves the right to make reasonable increases in charges to or recover costs from an individual Party where that Party is responsible for the occurrence of unforeseen changes or additional work which result in the Host Authority reasonably incurring additional costs.

4.6 The Approved Budget for the period 1 April 2012 to 31 March 2013 - is agreed as set out in Schedule 1 and shows the different cost elements for the Service as set out separately therein.

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4.7 The other parties shall pay the Host Authority monthly, in advance, in line with the Payment Profile, or otherwise as agreed by the Finance Officers on the advice of the Board, in line with both the receipt of funds by the parties and the spend profile of the Host Authority, Subject to the agreement of the Board any budget surplus shall be retained by the Host Authority for the purposes of meeting any future liabilities including redundancy costs. Any deficit at the end of the financial year shall be met from the Raising Participation Partnership Contingency Fund, or if there is insufficient

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Contingency Fund borne by the parties in accordance with the proportion of Grant payable as set out in Schedule 1.

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4.8 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties and taxes.

4.9 Should any VAT or other duty or tax become due or payable in respect of such sums, it shall be payable in addition to such sums.

5. **EXPENDITURE ON ACCOMMODATION FOR THE TEAM**

5.1 The Parties agree that from the Commencement Date the Team shall be accommodated at Atlantic House, Imperial Way, for the period 1 April 2012 to 31 March 2013.

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5.2 The Host Authority shall submit any proposals for rental of new accommodation for the Team (including moving costs) to Other Parties and the Board as soon as practical and in any event at least 12 weeks before any proposed move.

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6. **VARIATIONS TO THE SERVICE**

6.1. Subject to Clause 6.2 below no variation to the Service shall be made by the Host Authority unless agreed by all of the Other Parties.

6.2. If a proposed variation is not agreed by all of the Other Parties it may nevertheless be made PROVIDED THAT:

6.2.1 it does not affect provision of the Service to any of the Parties not approving the variation;

6.2.2 those Parties agreeing to the variation shall bear any consequential cost equally or as otherwise agreed.

6.3. Subject to the provisions of Clause 6.2 the cost of any variations agreed by the Parties shall be made to the Approved Budget and an adjustment made to the payments due from the Other Parties under Clause 4 with effect from the next of the Payment Dates.

6.4 In the event of a variation being made in accordance with Clause 6.2 the costs of that variation shall continue to be met by those Parties agreeing the variation in accordance with the provisions of Clause 6.2.2 and such costs shall be shown separately in the accounts maintained by the Host Authority in relation to the Service. The provisions of Clause 4 shall be applied to these costs but only insofar as they affect the Parties who have agreed to the variation.

7. ASSIGNMENT AND SUB-CONTRACTING

7.1. The Host Authority may not assign all or any part of its obligations under this Agreement.

7.2. The Host Authority may not sub-contract all or any part of its obligations under this Agreement without the prior written consent of such of the Other Parties as are affected by such sub-contract.

7.3. For the avoidance of doubt it is agreed that provision of the following goods, services and facilities by means of contracts with external contractors shall not be regarded as a breach of Clause 7.2.

7.3.1 stationery;

7.3.2 computer and reprographic services;

7.3.3 electric, gas, water and telephone services;

7.3.4. ~~accommodation services;~~

7.3.5. specialist services and facilities which are not available from the Host Authority or the Team.

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Comment [h3]: For example we held an externally facilitated conference at Windsor Racecourse which the team did not have the capacity to facilitate/ manage.

8. **INDEMNITY AND INSURANCE**

- 8.1. The Host Authority will indemnify the Other Parties against all actions, claims and losses in respect of personal injury (including injury resulting in death), loss of or damage to property caused or contributed to by the negligence of the Host Authority or its employees or agents. This indemnity shall apply to direct losses only.
- 8.2. The Host Authority will maintain such insurances as will be necessary to cover its liabilities under Clause 8.1 with a reputable insurance company with whom the Host Authority places its insurance requirements in carrying out its statutory functions in accordance with its usual arrangements for purchasing such insurance.

9. **DECISIONS**

- 9.1. Where any question arises concerning the operation of the Service which the Host Authority considers is outside the normal operation of the Service (other than questions arising in connection with the Approved Budget and variations) the Host Authority shall consult the Other Parties and shall take account of the results of such consultation before making any decision with regard to that question.

10. **REDEPLOYMENT OF STAFF**

- 10.1. In the event of a variation to the service within the Term resulting in the need for fewer staff, or that the Service does not continue to be provided jointly after 31 March 2015 or at any other time and without prejudice to the application of TUPE the Parties shall make all reasonable endeavours between them to redeploy where reasonably practicable the staff engaged under Clause 3 above to one or more of the Parties to posts engaged in the provision of the Service or similar service by the Parties.

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Comment [h4]: Is it appropriate to leave this in bearing in mind the current climate?

- 10.2. In the event of the staff or any of them being made redundant the terms on which such staff are made redundant shall be in accordance with the TUPE transfer arrangements for those staff transferred to the Host Authority on 1st April 2010.

10.3. In the event of any of the staff for whom the TUPE arrangements would not apply being made redundant the terms on which such staff are made redundant shall be in accordance with the Host Authority redundancy arrangements.

10.4. Any costs incurred in respect of redundancies, including any costs arising out of the early payment of pension shall be borne in accordance with the following formula:

- a) any Contingency Funds or surplus funds in the Approved Budget
- b) If there is insufficient surplus or contingency funding:

For the period 1 ~~April 2012~~ to 31 March 2013, in the proportion set out for that authority set out in Schedule 1, unless otherwise agreed by the each of the Finance Officers on recommendation of the Board and Joint Committee. ~~For the periods 1 April 2013 to 31 March 2014 and 1 April 2014 to 31 March 2015 the proportion should be in accordance with the proportions set in Schedule 1 for the relevant financial year.~~

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10.5. For the avoidance of doubt any of the ~~four~~ local authorities exercising the right to withdraw on ~~6~~ months notice as referred to in Clause 16.2. shall be liable for its share of the costs in proportion to its percentage contribution in Schedule 1. Such costs will be based on the potential redundancy costs, including any costs arising out of the early payment of pension, relating to all the staff in the Team at the date of withdrawal and shall be borne in accordance with the following formula:

- a) from any Contingency Funds or surplus funds in the Approved Budget in the proportion set out for that authority in Schedule 1
- b) If the amount referred to in a) above is not sufficient then that local authority must bear the remaining costs of liabilities in the proportion set out for that authority in Schedule 1.

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Comment [h5]: I've suggested 6 months notice rather than 12 as notice is likely to be driven by funding and this is likely to be clearer 6 months ahead of the following financial year??
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11. **MONITORING AND REVIEW**

Comment [h6]: Amanda Ball has suggested this is not necessary. NB This will require paragraph numbers to be updated.

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Deleted: The Host Authority shall keep adequate and comprehensive records relating to the provision of the Service and shall make such records available for inspection at reasonable times and on reasonable notice by any authorised officer employed by the Other Parties (in so far as such records apply to the area of the Party concerned) and where required to do so by law

11.2. Unless otherwise agreed, at intervals of not more than three months the Director of Children’s Services of the Host Authority will meet with the Team Director to review the working of the provision of the Service.

11.3. Unless otherwise agreed, by 30 November of each Financial Year the Board and Joint Committee will review the working of the joint arrangement to:

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- a) review work levels and the Approved Budget for the current financial year;
- b) agree a Provisional Budget for the following financial year;
- c) agree the resulting provisional annual charges to each of the Parties;
- d) agree any aspects of these joint arrangements which require consideration and review.

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11.4. At the end of each 6 month period, or as soon as possible thereafter, the Participation Executive Group will review the annual business plan for the provision of the Service and recommend approval to the Board.

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11.5. Notwithstanding the information provided under Clauses 11.1 to 11.4 above the Host Authority shall provide an Other Party with any other information reasonably required to monitor and review the performance of the Team.

Comment [h7]: If 11.1 deletion is accepted then numbering may change.

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12. **OMBUDSMAN**

12.1. If a complaint relating to the provision of the Service is made to one or more of the Parties the Host Authority shall co-operate fully in dealing with such a complaint and shall, in particular co-operate in responding to any enquiries or investigations by the Education Funding Agency, the Skills Funding Agency or the Local Government Ombudsman.

Deleted: Until such time as the YPLA and Skills Funding Agency set out formal arrangements with regard to complaints relating to the provision of the service, the following provisions will apply: ¶

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12.2. Any findings or recommendations made by the Education Funding Agency, the Skills Funding Agency or the Local Government Ombudsman shall be adhered to forthwith by the Host Authority provided that the cost incurred in so doing shall (unless and to the extent that a complaint found to be justified is attributable to the failure of the Host Authority to provide the service in accordance with this Agreement) be borne by such

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one or more of the Parties determined as responsible by the Local Government Ombudsman.

13. **INTELLECTUAL PROPERTY**

13.1. The Parties agree not to cause or permit anything which may damage or endanger the intellectual property of the Parties or any one of them or their respective titles to it or assist or allow others to do so.

14. **DISAGREEMENTS AND DISPUTES**

14.1. The Parties will act in good faith towards each other in relation to all matters arising under this Agreement and will do whatever is reasonably within their power to give effect to the spirit and intent of the Agreement. Subject to clause 15 below if any dispute arises out of the Agreement the Parties will attempt to settle such by negotiation. In exceptional circumstances where disputes cannot be resolved by negotiation and where such disputes threaten the Service then the parties will take necessary steps to settle in accordance with clause 15.2, 15.3 and 15.4 below and the Governance Arrangements set out in Appendix A.

15. **DEFAULT IN PERFORMANCE**

15.1. Where one or more of the Other Parties (“the Party Concerned”) consider that the proper level of competence has not been satisfied by the Host Authority in the provision of the Service, the Party Concerned and the Host Authority will attempt in good faith to resolve the issue promptly at a meeting held under Clause 12 and if the Party Concerned remains dissatisfied with the performance of the Service then its Director of Children’s Services shall formally raise the matter in writing with the Director of Children’s Services of the Host Authority. The Director of Children’s Services of the Host Authority will respond in writing within ten working days. If the Party Concerned is not satisfied with the response then its Director of Children’s Services and the Director of Children’s Services of the Host Authority shall meet within a further ten working days at a mutually agreed time and place to try and resolve the issue. In the event that a resolution is not agreed

within five working days of the said meeting then the issue shall move to Stage One of the Dispute Resolution Process set out in Clause 15.2 below.

15.2. Stage One

If the issue has not been resolved under Clause 15.1 the Director of Children's Services of the Party Concerned and the Director of Children's Services of the Host Authority shall refer the matter to their respective Chief Executives/Heads of Paid Service who shall have the authority to settle the dispute. The said Chief Executive and Director of Children's Services shall within ten working days of the meeting referred to in Clause 15.1 prepare and exchange memoranda, stating the issues in dispute, their positions and summarising the negotiations which have taken place and attaching relevant documents. The Chief Executives/Heads of Paid Service of the relevant Parties will meet for negotiations within ten working days of receipt of the memoranda and documents referred to above at a mutually agreed time and place. If the matter has not been resolved within five working days of the meeting of the Chief Executives/Heads of Paid Service, then dispute shall move to Stage Two of the Dispute Resolution Process set out in Clause 15.3 below.

15.3. Stage Two

- (a) Within ten working days of the meeting referred to in 15.2 above, either the Party Concerned or the Host Authority may serve Notice ("the Notice") on the other that the matter shall be referred to the determination of an expert who shall be a Local Government officer. The Notice shall state the name of the expert nominated by the Party serving it and shall define the details of the dispute. For the avoidance of doubt, the expert shall not have previously worked with either of the Host Authority, the Team or the Party Concerned. The relevant Party shall within five working days of receipt of the Notice, either agree the nominated expert or shall refer the nomination of the expert to the President of the Association of Directors of Children's Services or the Local Government Association. The relevant Party shall at the same time notify the other that they have referred the nomination to the said President and either agree the definition of the dispute or shall set out their definition.

- (b) When the expert has accepted the appointment the Party Concerned and the Host Authority shall within fifteen working days of confirmation of such acceptance, forward to the expert and one another their respective statements of case setting out the details of the dispute as defined in Clause 15.3(a) above and annexing all evidence they wish to rely on. Upon receipt of statements of case either Party shall have five working days to serve a reply but only insofar as it relates to matters not addressed within its own statement of case.
- (c) The expert shall within five working days of the end of the process in Clause 15.3(b) above, confirm to the Parties whether he will decide the matter on the papers before him or call a meeting with them to seek further clarification. The expert will then publish his decision which shall be binding on the Parties. The costs of the reference to the expert shall be payable as the expert determines in his absolute discretion.

15.4 All time limits referred to in this Clause 15 may be extended by mutual agreement between the Party Concerned and the Host Authority.

15.5 Where the dispute has financial implications the Finance Officers of the Parties will be informed by the relevant Director of Children's Services.

16. **TERMINATION**

16.1 This Agreement may be subject to review in the light of any legislative changes or organisational or administrative changes which affect its continued provision.

16.2 None of the parties may withdraw from this Agreement before 31 March 2015 other than by providing a no less than a 6 month notice period, during which time the terminating Local Authority contribution to the Service shall remain in accordance with Schedule 1. Otherwise this Agreement shall expire by effluxion of time on 31 March 2015 (but without prejudice to rights and liabilities under clause 10) unless extended in accordance with clause 16.3.

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16.3 No later than 31 December 2013 the Parties will begin bona fide discussions with a view to deciding no later than 31 March 2014 whether to extend this joint arrangement for a

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further three years or for such other further period as is agreed between the parties and if so on what terms.

17. **ADDITIONAL COSTS**

17.1. If the Host Authority should wilfully totally or largely fail to provide the Service to a Party during any period (but allowing for de minimis periods when members of the Team may be temporarily unavailable) that Other Party may give notice to the Host Authority to resume provision of the Service forthwith and if the Host Authority should fail to comply with such notice the Other Party may make alternative arrangements for core services which should be undertaken by the Team until the Host Authority shall resume provision of the Service and the Host Authority shall be liable for any expenditure reasonably so incurred by the Other Party in excess of the amount which it would have had to pay for the Service under the terms of the Agreement.

18. **DATA PROTECTION ACT 1998**

18.1 The Parties shall at all times comply with the Data Protection Act 1998 including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998.

18.2 The Parties shall not disclose Personal Data to any third parties other than:

- (i) to employees and sub-contractors to whom such disclosure is reasonably necessary in order to carry out the project; or
- (ii) to the extent required under a court order provided that disclosure under paragraph (i) is made with the approval of the other Parties and subject to written terms no less stringent than the terms contained in this Clause and that that Party shall give notice in writing to the other of any disclosure of Personal Data it or a sub-contractor may make under paragraph (ii) immediately it is aware of such a requirement.
- (iii) as required by legislation.

- 18.3 Each Party shall indemnify and keep indemnified the other Parties against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by the other Parties in respect of any breach of this Clause by the Party and/or any act or omission of any sub-contractor.
- 18.4 The Parties are required to comply with the obligations set out in Principle Seven of the Data Protection Act 1998. In this clause “Personal Data” means personal data as defined in the Data Protection Act 1998 which is known to the Parties.
- 18.5 Each Party shall grant to the Other Parties the right of reasonable access to all records of Personal Data and shall provide reasonable assistance at all times during the currency of this Agreement to ensure the quality and security of data collected.

19. FREEDOM OF INFORMATION ACT 2000

- 19.1 Each Party acknowledges that the Other Parties are subject to the requirements of the FOIA and the EIR and each Party shall assist and co-operate with the other Parties (at their own expense) to enable the other Parties to comply with these information disclosure obligations.
- 19.2 Where a Party receives a request for information in relation to information which it is holding on behalf of any of the other Parties, it shall (and shall procure that its sub-contractors shall):-
- (a) transfer the request for information to the relevant Party as soon as practicable after receipt and in any event within two working days of receiving a request for information;
 - (b) provide the relevant Party with a copy of all information in its possession or power in the form that the Party requires within five working days (or such other period as the Party may specify) of the Party requesting that information ; and

- (c) provide all necessary assistance as reasonably requested by the relevant Party to enable the Party to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

19.3 Where a Party receives a request for information which relates to the Agreement, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event at least two working days before disclosure.

19.4 Where a Party determines that information (including confidential information) must be disclosed pursuant to this Clause 20 it shall notify the other Parties of that decision at least two working days before disclosure.

19.5 The Parties shall be responsible for determining in their absolute discretion whether any information :-

- (a) is exempt from disclosure under the FOIA or the EIR;
- (b) is to be disclosed in response to a request for information

19.6 Each Party acknowledges that the Other Parties may be obliged under the FOIA or the EIR to disclose information

- (a) without consulting with the Other Parties, or
- (b) following consultation with the Other Parties and having taken their views into account.

20. GENERAL

20.1 Nothing contained or implied herein shall prejudice or affect the relevant Parties' rights and powers duties and obligations in the exercise of their functions as public bodies and/or in any other capacity and all rights powers discretion's duties and obligations of the Parties under all public and private statutes bylaws orders and regulations and statutory regulations and statutory instruments may at all times be fully and effectually

exercised as if the Parties were not party to this Agreement and as if this Agreement had not been made.

- 20.2 The Parties shall not represent themselves as being any other Party nor an agent Party or employee of any other Party and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Party and nothing in this Agreement shall operate so as to constitute any one Party as an agent Party or employee of any other Party unless otherwise provided for in this Agreement.
- 20.3 This Agreement shall be governed by and construed in accordance with English Law.
- 20.4 This Agreement is personal to the Parties and no Party shall assign transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations under this Agreement.
- 20.5 A person who is not a party to this Agreement shall not be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 20.6 Any notice required or permitted to be given by a Party to another Party under this Agreement shall be in writing and addressed to the Other Party at its principal office and also sent to the Host Authority at its principal office.

21. STATUS OF THE AGREEMENT

- 21.1 The Parties agree that this Agreement shall take the form of a contractual relationship and mutual commitments between them created by this Agreement shall from the date hereof be constituted accordingly.
- 21.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or any of them and none of the Parties shall have the authority or power (nor represent themselves as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of any of the other Parties other than the Host Authority pursuant to Clauses 5 and 6 above.

22. CONTRACTUAL REQUIREMENTS

22.1 The Parties agree that the Host Authority shall act as a legal entity on behalf of the Parties and shall enter into any contracts or agreements on behalf of the Parties as necessary for the purpose of performance of the Service.

22.3 Each of the Parties represents to the Host Authority that it has obtained all necessary consents sufficient to ensure that the delegation of functions to be discharged by the Host Authority on behalf of the Parties are duly authorised in accordance with the provisions of Section 101 of the Local Government Act 1972 or otherwise.

Comment [h8]: No longer appropriate or practical for Board to agree such contracts. This clause would have been appropriate when the service had responsibility for over £100m allocations funding. **NB Removal of 22.2 will require re-numbering of clauses.**

Deleted: ¶
22.2 . The Joint Committee on the recommendation of the Berkshire SRG Board shall be responsible for determining the powers of the Host Authority and for agreeing all contracts or agreements entered into by the Host Authority on behalf of the Parties

IN WITNESS whereof the parties have caused their respective Common Seals to be hereunto
affixed the day and year first before written:

THE COMMON SEAL of)
)
SLOUGH BOROUGH COUNCIL)
)
was hereunto affixed in the)
)
Presence of:-)

Authorised Signatory

THE COMMON SEAL of)
)
READING BOROUGH COUNCIL)
)
was hereunto affixed in the)
)
Presence of:—)

Authorised Signatory

THE COMMON SEAL of)
)
WEST BERKSHIRE COUNCIL)
)
was hereunto affixed in the)
)
Presence of:-)

Authorised Signatory

THE COMMON SEAL of)
)
WOKINGHAM BOROUGH COUNCIL)
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was hereunto affixed in the)
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Presence of:-)

Authorised Signatory

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THE COMMON SEAL of
ROYAL . . .)¶
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BOROUGH OF WINDSOR &
MAIDENHEAD .)¶
.)¶
was hereunto affixed in the . . .)¶
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Presence of:-)¶
. Authorised Signatory¶
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SCHEDULE 1

Approved Budget for the period 1 April 2012 to 31 March 2013.

Deleted: September 2011

Deleted: 2012

Deleted: and Provisional Budget for the period 1 April 2100 to 31 March 2012.

APPENDIX A

Decision making and Governance arrangements

APPENDIX B

Service Specification for the Team

Deleted: Berkshire SRG Post 16 Commissioning

APPENDIX C

Vision and Strategic Objectives for the Raising Participation Partnership

Deleted: Berkshire SRG

Schedule 1 to the Agreement

Raising Participation Team

2012-13 Budget

	2012-13
Income	
Grant Income*	525,000
Pension Uplift Fund	21,000
Brought Forward (Contingency Fund)	257,450
Total Income	803,450
Expenditure	
Pay Costs	-457,500
Other Staff Costs	-26,200
Non Pay Costs	-101,513
Slough Overhead Costs (6.6%)	-34,650
Set Up/Moving Costs	0
Severance Costs	0
Total Expenditure	-619,863
Surplus/Deficit	183,587

Local Authority Contribution

	2012-13		
	£ Contribution	Resource (in kind) Contribution	Total Contribution
Reading Borough Council	115,000	5000*	120,000
Slough Borough Council	145,000	0	145,000
West Berkshire Borough Council	145,000	0	145,000
Wokingham Borough Council	120,000	0	120,000
Total Income	525,000	5,000	530,000

*Reading contributing staff resource equal to £5,000 for facilitation of area-wide NEET group activity across all four Local Authority ar

Appendix A to The Agreement

Deleted: ¶
*Education & Skills Act 2008
 And Apprenticeships, Skills,
 Children & Learning Act 2009*¶
Deleted: DIFFICULTIES

**PARTICIPATION IN EDUCATION OR TRAINING FOR YOUNG PEOPLE
 AGED 16-19 AND YOUNG ADULTS WITH A LEARNING DIFFICULTY
 AND /OR DISABILITY AGED 16-25.**

**Decision Making And Governance Arrangements – Raising Participation
 Partnership (formerly known as the Berkshire Sub Regional Group)**

Education & Skills Act 2008 and Apprenticeships, Skills, Children & Learning Act 2009

General Matters

1. The function of fulfilling the Local Authority Statutory responsibility to secure sufficient, suitable education and training opportunities to meet the reasonable needs of all young people in their area (young people are those aged 16-19 or aged 16-25 with a Learning Difficulty and/or Disability Assessment) under the Education and Skills Act 2008 Sections 68, 70 and 71 and the Apprenticeships Skills Children and Learning Act 2009 Section 41 will be discharged through a joint agreement entered into by the four Berkshire Unitary Authorities of Reading, Slough, West Berkshire and Wokingham

Comment [h1]: Nothing in the 2012 Education Act that changes or adds to this.

2. The joint arrangement shall be called the “Raising Participation Partnership”, and will discharge its obligations through the Raising Participation Team, with the specific responsibility to:

Deleted: Berkshire Sub Regional Group

Deleted: prepare detailed and robust plans to

- Produce and deliver against an Annual Business Plan which:
 - Describes the functions and activities to be delivered in accordance with the Service Specification for the Raising Participation Partnership.
 - Includes key indicators

- Produce and deliver against an Annual Statement of Priorities which:
 - Defines local needs.
 - Identify potential gaps in provision.
 - Informs the process for commissioning of any new or additional provision
 - Takes account of the needs of young people
 - Takes account of employer needs and the economic context

- Produce a Strategic Risk Register which:
 - Identifies key risks to delivery of the service
 - Proposes and implements mitigating actions

Deleted: commissioning
Deleted: <#>Recommend a Framework for Commissioning for adoption by each of the five Berkshire Unitary Authority as the policy framework for the exercise of this function, to include:¶
 <#>A statement of needs for young people¶
 <#>A statement of the economic context¶
 <#>The proposed commissioning priorities¶
 <#>The proposed criteria for allocating to those priorities¶
 Implement the adopted Framework for Commissioning

3. Slough BC will be the Lead Authority for the joint arrangement and Host Authority for the staff supporting the function.

The Joint Committee

4. The function and responsibilities referred to in paragraphs (1) and (2) above will be exercised by a joint committee set up under Section 101 (5) of the Local Government Act 1972 and Section 20 of the Local Government Act 2000.

5. The Joint Committee shall compromise the four Lead Councillors (or named substitute Executive Members) who have voting rights.

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6. The Joint Committee shall elect a Chair to serve for a term of 12 months with the option to re-elect the Chair or to appoint a new Chair for the succeeding 12 months.

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7. The chairman will, in event of a tied vote, have a casting vote to break any deadlock in decision making.

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8. The quorum of the committee shall comprise any two of the four Lead Councillors or their named substitute Executive Members.

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9. Where the four Lead Councillors or named substitute executive Members are not in full agreement on the recommendation to be made by the Strategic Board:

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Deleted: authorities

Deleted: four

a) the matter will be referred to the four appropriate Local Authority Leaders for informal resolution;

Deleted: being represented

Comment [h2]: This section deleted as Partnership no longer has responsibility for allocations funding.

b) where the five Berkshire Leaders are unable to reach an agreed position, the Joint Committee will make a decision binding on all four Local Authorities on the basis of a majority vote subject to two authorities being represented at the meeting.

Deleted: There would be a right of veto with respect to agreeing the decisions .on policy priorities and criteria for allocation of funding. However, there would .not be a right of veto with respect to the decisions on the allocations proposed .for to particular providers or groups of providers.

The Strategic Board

10. The exercise of the functions and responsibilities will be overseen and coordinated by a Strategic Board consisting of: -

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Deleted: Five

- Four local authority Lead Councillors for Children’s Services (or named substitute Executive Member)
- Four Directors of Children’s Services or an equivalent Officer
- One Head Teacher (representative of the Berkshire Association of Secondary Head Teachers)
- One FE College Principal
- One training provider or representative of Training Providers in the area covered by the Sub Regional Group
- The Chief Executive for Connexions-Berkshire

Comment [h3]: CE reference deleted as has now been agreed that the Board should be chaired by a DCS.

Deleted: <#>One Berkshire Unitary Authority Chief Executive from one of the five Authorities in the Sub Regional Group¶

Deleted: <#>One major employer¶

Deleted: Chair of the Board of Trustees for

11. Provided the Joint Committee is in unanimous agreement and any of the recommendations set out below are consistent with the Annual Business Plan and Annual Statement of Priorities referred to in paragraph 2 above:

Deleted: Framework for Commissioning

a) the Strategic Board will make recommendations to the Local Authorities on the following matters:

Deleted: Unitary

- Ensuring clear planning to meet current and future needs as part of the four Local Authorities' Children and Young People's Plans or their equivalent plans.
- Any criteria for monitoring quality.
- Any priorities for capital development in response to growth, learner needs and the skills needs in the Local Authority areas.
- Ensuring links to other strategy, policy new initiatives (e.g. targeted youth support, adult skills).
- Commissioning provision for students, up to age 25, with learning difficulties and/or disabilities
- Having agreed means of resolving disputes in a timely fashion.

Deleted: <#>Updating the strategic Framework for Commissioning across the five authorities. ¶

Deleted: overall, strategic

Deleted: current and

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Comment [h4]: Local Authorities no longer have responsibility for de-commissioning provision

Deleted: <#>Commissioning education, training, apprenticeships and work-related learning provision to meet each local authority's and pan Berkshire current and future learner entitlement and ensure value for money. ¶ C

b) The Joint Committee will delegate authority to each Authority's Director for Children's Services, or an equivalent Officer, after consultation with the Lead Councillor, to take and implement decisions within their Authority as recommended by the Strategic Board.

Deleted: Principles and criteria for decommissioning provision. ¶ P

Deleted: Berkshire area

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12. Where the Joint Committee is not unanimous of the recommendations made by the Strategic Board the matter will be referred to the four Local Authority Leaders for informal resolution.

13. Where the four Local Authority leaders are unable to reach an agreement the Joint Committee will resolve the matter by a majority vote.

The Participation Executive Group

Deleted: Post 16

14. The Strategic Board will be advised by a Participation Executive Group which will:

Deleted: Post- 16

- Advise on the 16-19 Strategic policies and operational priorities linked to priorities identified by each of the four Local Authorities.
- Recommend to the Board a strategic model for delivery across the four Local Authority areas as part of the Annual Business Plan and Annual Statement of Priorities.
- Advise the Board on broader 16-19 issues including links with other regional or sub regional groups including the Thames Valley Berkshire Local Enterprise Partnership, the South East Regional Partnership Group, the Education Funding Agency, the Skills Funding Agency and the National Apprenticeship Service.
- Make recommendations to the Board on:

Deleted: issues

Deleted: within the Children and Young People's plans of

Deleted: five Unitary

Deleted: <#>Work with the Director of the Berkshire Post 16 Commissioning Team.. ¶

Deleted: Berkshire sub-region.

Deleted: Learning & Skills Forum

Deleted: YPLA (or its successor body the E

- (i) Strategic priorities and planning for 16-19 education and training within the area covered by Raising Participation Partnership
- (ii) Any Capital Development (subject to availability of funding)

Deleted: policy

Deleted: the Berkshire Sub Regional Group.

Comment [h5]: Have deleted ref to Grant as both Board and Joint Cttee will approve this and would be too cumbersome. Also LAS no longer have role in commissioning and decommissioning provision as market forces prevail!

Deleted: <#>The deployment of the grant paid by the five Local Authorities into the Sub Regional Group ¶

<#>The commissioning and decommissioning of provision based on a set of local priorities identified through Local Authority Plans ¶

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Deleted: Sub Regional Group, Post-16 Commissioning Team

Deleted: 19 months

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Funding

- 15. The budget for the service will be agreed annually with the Raising Participation Partnership Director on the recommendation of the Strategic Board and with the approval of the Joint Committee.
- 16. The budget will be payable, monthly in advance, as a grant allocation to the Host Authority and the overall cost not rise, unless otherwise collectively agreed, other than for inflation.

Period of the Agreement

- 17. This agreement will be in place for 3 years from 1 April 2012 to 31 March 2015 with a requirement to review the agreement by March 2014.

Appendix B to the Agreement

Service Specification for the Raising Participation Team.

Deleted: Berkshire SRG Post 16 Commissioning

This document describes 'the Service' that will be provided by the Raising Participation Team (the Team) for the four Local Authorities collectively known as the Raising Participation Partnership.

Deleted: Berkshire SRG Post 16 Commissioning

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Deleted: Berkshire Sub Regional Group (SRG)

Context

The Raising Participation Team is established to provide a shared service to the four Local Authorities of Reading, Slough, West Berkshire and Wokingham for the delivery of activity and functions pertinent to the Local Authority Statutory responsibility to secure sufficient, suitable education and training opportunities to meet the reasonable needs of all young people in their area. Young people are those aged 16-19 or aged 16-25 with a Learning Difficulty and/or Disability Assessment.

Deleted: SRG Post 16 Commissioning

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The Team is employed on behalf of the Raising Participation Partnership by Slough Borough Council acting as the host authority as described in the Agreement and, as such, will comply with all relevant policies and protocols under the Slough Local Code of Conduct.

Deleted: responsibility for planning, commissioning and funding education and training for young people aged 16-19 and young adults to age 25 with a learning difficulty or disability assessment.¶

Deleted: SRG

The Team will manage the budget for the service (as detailed in the Agreement), maintaining appropriate controls and ensuring cost effective service delivery.

The Team will produce an annual business plan which includes key indicators and describes the delivery of the functions and activities described in 'The Service' to meet the strategic objectives and outputs of the Raising Participation Partnership (as described in Appendix C to The Agreement).

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Monitoring and Review

Reporting arrangements for the delivery of 'the Service' are described in Clause 11 of the Agreement.

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In addition the business plan will be reviewed by the Participation Executive Group on a 6 monthly basis.

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The Service

The functions and activities described in sections 1 to 6 are derived from the Local Authorities' responsibilities for 16-19 commissioning as required by the Apprenticeships, Skills, Children and Learners Act 2009 and the Statutory Guidance: Funding Arrangements for 16-19 Education and Training. They reflect the Local Authority relationships with other agencies, notably the Education Funding Agency, the Skills Funding Agency, and the National Apprenticeship Service.

Deleted: functions and responsibilities and the

Deleted: Young People's Learning Agency (YPLA)

The functions and activities listed in sections 8 to 13 describe the ways in which the team will engage with stakeholders to deliver the service.

Implementing New Policies

- Raising of the Participation Age (RPA) - to 17 by 2013 and 18 by 2015 - ensuring a coherent approach across the Raising Participation Partnership Travel to Learn Area including effective communications on RPA and the development of data systems to identify and support the RPA cohort.
- Working with individual Local Authorities and stakeholders to implement other new and emerging policy changes.

Deleted: Berkshire

Deleted: recommendations from

Deleted: the Wolf Review

Planning & Commissioning 16-19 Learning

- Identifying commissioning priorities (for 2012/13) to ensure that local provision meets the needs of employers and young people, particularly those considered vulnerable.
- Shaping provision in the area by identifying gaps, enabling new provision and developing the market.
- Working in partnership with providers to re-shape provision by re-allocating numbers from one provider to another where that best meets the needs of young people and local employers.
- Engagement with individual providers to ensure that the mix and balance of provision meets the needs of young people, particularly the most vulnerable.

Deleted: Planning and commissioning of 16-19 Learner Responsive Provision - in particular analysing supply and demand and employer needs, i

Deleted: all

Deleted: learners

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Deleted: , and using this intelligence to inform the provisional allocations made by the Young People's Learning Agency (YPLA).

Deleted: Berkshire

Deleted: and demand

Deleted: priorities (including changing the automatic allocation of learner numbers under the lagged methodology in agreement with providers).¶

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Planning & Commissioning for Learners with Learning Difficulties and/or Disabilities up to aged 25

- Specific activities relating to the planning, commissioning and funding for Learners with Learning Difficulties and Disabilities (LDD) aged 16-25, including placements, contracting with local further education providers, effective transition and ensuring an effective S139A process.
- Working with the Education Funding Agency to ensure an appropriate allocation of integrated learner support funds and Additional Learner Support for LDD learners.

Deleted: Berkshire

Deleted: and working with them to ensure an appropriate mix and balance of provision, particularly Foundation Learning

Deleted: <#>Working with colleges and independent private providers individually and collectively to ensure appropriate provision for Berkshire learners including an appropriate mix and balance.¶

Deleted: Berkshire SRG

Deleted: Provision for

Providing Guidance and Support to Schools, Colleges and Independent Private Providers

- Providing technical support to schools to ensure maximum funding for local providers and their learners.
- Delivering workshops with Local Authorities and schools to manage reduced unit costs.
- Communication with partners on latest policies and practices (including through the Raising Participation Partnership website and Newsletter).

Improving Outcomes for Young People Not in Education, Employment or Training (NEET) and Other Vulnerable Learners

- Early identification of young people at risk of NEET and the development of appropriate provision to meet their needs.

- Specific activities and support to Local Authorities on developing provision for vulnerable learners including Youth Offenders, Teenage Parents and other NEET young people.
- Development of Foundation Learning opportunities through facilitation of partnership working and local networks.
- Support and guidance to providers on their approach to providing bursary and other learner support funding.

Deleted: other

Supporting LEP/Employer Priorities

- Meeting economic and employer needs through the development and implementation of a Blueprint for Education and Training in partnership with the Thames Valley Berkshire Local Enterprise Partnership (LEP).
- Ensuring that employer needs are clearly identified in the Raising Participation Partnership Annual Statement of Priorities.
- Increasing Apprenticeships by supporting the National Apprenticeship Service and the LEP in promoting and improving Apprenticeship participation.

Deleted: engagement

Deleted: and the Employment, Education and Skills Group

Deleted: and other organisations such as the Berkshire Education Business Partnership (BEBP).

Deleted: Apprenticeships in Berkshire

Meeting the Current and Future Education and Skill Needs of Young People through Effective Collaboration with Key Stakeholders

- Working with other Local Authorities to ensure that needs of young people in the four Local Authority areas are met across travel to learn areas.
- Engagement with sub-regional fora and partners including the Berkshire Association of Secondary Heads, Berkshire College Principals Group, the Thames Valley Regional Network (of Independent Private Providers), the Thames Valley Berkshire Local Enterprise Partnership, Connexions and the Berkshire Education Business Partnership Organisation.

Deleted: ith Other Local Authorities and Sub Regional Fora

Deleted: Berkshire

Deleted: people

- Challenging poor or inadequate provision and working with the Skills Funding Agency and Education Funding Agency to support underperforming providers.
- Ensuring that needs of local learners are met through effective and influential engagement with regional and national partners including the South East Regional Partnership Group and respective sub groups, Education Funding Agency, Skills Funding Agency and the Local Government Association.
- Support for Local Authorities on other Partnership wide Services as required.

Deleted: Relationship with Regional & National Organisations

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Deleted: Learning and Skills Forum (SELSF)

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Deleted: e.g. BEBP contracting, co-ordination of 14-19 Partnership Activity.¶

Appendix C to the Agreement

VISION, STRATEGIC OBJECTIVES AND OUTCOMES FOR THE RAISING PARTICIPATION PARTNERSHIP

Deleted: BERKSHIRE SRG
SRG Vision

Young people aged 16-19, particularly those who are most vulnerable or at risk of dropping out, and young people with Learning Difficulties and/or Disabilities aged 16-25 will access high quality local provision which:

- They rate as excellent and enjoyable
- Is right for their talents, individual needs and skills
- Starts them on a pathway of learning leading to a good job for which there is a demand.

Deleted: as established by good advice and guidance

Raising Participation Team Strategic Objectives

Deleted: Post 16 Commissioning

1. Working with the four Local Authorities individually and collectively, the Team will ensure that provision supports increased participation in high quality learning to meet the Raising of the Participation Age requirements and the needs of employers within a global economic context.

Deleted: Berkshire

Deleted: commission

Deleted: in accordance with the Post 16 Commissioning Team Annual Business Plan as agreed by the Post 16 Executive Group taking full account of the stated priorities of the SRG

Outputs:

- Decrease the % of 16-18 year olds not in education, employment or training
- Increase the participation of 16 -18 year olds in accredited education or training
- Increase opportunities for starting a programme at flexible times throughout the year
- Increase numbers of young people undertaking Apprenticeships
- Increase the availability of Foundation Learning Programmes
- Increase the availability of appropriate provision for LDD learners within the local area
- Increase the availability of pathways to meet employer need as identified by the Thames Valley, Berkshire Local Enterprise Partnership
- Increase opportunities for vulnerable learners including opportunities in alternative settings.

Deleted: SRG.

Deleted: Employment Education & Skills Group

2. The Team will support the vision by working with four Local Authorities and 14-19 or other relevant Partnerships to develop strategies which will contribute to **increasing attainment, particularly in English and maths, and improving progression** into further and higher education and employment.

Deleted: SRG

Deleted: Berkshire

Deleted: targets for

Outputs:

- More young people attaining Level 2 and Level 3 qualifications by age 19, participating across the full range of providers and learning programmes
- More young people attaining Functional skills at Level 2 in English and maths by age 19
- Narrow the inequality gaps in attainment at age 19 for disadvantaged and vulnerable young people
- Increase the numbers of young people qualified to access Higher Education.

Comment [h1]: Should this now say English and maths or....??

3. The Team will **deliver a high quality and value for money service** that meets the expectations of the Raising Participation Partnership (via the Board and Participation Executive Group), Local Authorities, stakeholders and learning providers.

Deleted: SRG

Outputs:

- Annual commissioning cycle, including filling of gaps in provision, delivered effectively according to agreed timescales and with evidence of impact
- Budget for the service administered effectively and within limits agreed by the Board
- High level of satisfaction from Local Authorities regarding service delivery as described in the Service Specification and detailed in the Raising Participation Partnership Annual Business Plan.