




**Meeting:** Children’s Trust Joint Committee  
**Date:** Wednesday 23 June 2021  
**Time:** 2.00 pm  
**Venue:** Maybin/Sunflower Room  
One Angel Square, Northampton

To members of the Northamptonshire Children’s Trust Joint Committee

Councillors Cllr Jason Smithers (North), Scott Edwards (North), Lloyd Bunday (North, Jonathan Nunn (West), Fiona Barker (West) and Matt Golby (West).

This agenda has been published by Democratic Services.  
Contact: [Jenny.Daniels@northnorthants.gov.uk](mailto:Jenny.Daniels@northnorthants.gov.uk)

Item	Subject	Officer Presenting Report	Page No
01	Election of Joint Chairs		-
02	Appointment of Deputy Chairs		
03	Apologies for non-attendance		
04	Notification of requests to address the meeting		-
05	Members’ Declarations of Interests		-
<b>Items requiring a decision</b>			
06	Terms of Reference for the Children’s Trust Joint Committee	Director of Legal and Democratic & Monitoring Officer - NNC Adele Wylie	
07	Overview of the Contractual Relationship with Northamptonshire Children’s Trust	Director of Children’s Services – NNC Cathi Hadley	
08	Schedule of Meetings	Director of Legal and Democratic & Monitoring Officer - NNC Adele Wylie	

Exempt Items			
09	None Notified		
Urgent Items			
010	To consider any items of business of which notice has been given to the Proper Officer prior to the meeting of the Shadow Executive and the Chairman considers to be urgent pursuant to the LGA 1972.		
011	Close of Meeting		
	<p>Rob Bridge, Chief Executive, North Northamptonshire Council</p>  <p><b>Proper Officer</b> <b>1st June 2021</b></p>		

## Exempt and Confidential Information

Where there is a need for the Council to discuss exempt or confidential business, the press and public will be excluded from those parts of the meeting only and will be unable to view proceedings.

## Public Participation

The Council has approved procedures for you to request to address meetings of the Council.

ITEM	NARRATIVE	DEADLINE
Members of the Public Questions	Questions may be submitted by members of the Public to meetings of the committee. The question must be in writing and submitted 2 clear working days prior to the meeting. There are no supplementary questions permitted, and no debate on questions or answers. A period of 30 minutes (Chair's Discretion) is allocated for Public Questions.	5:00 pm Friday 18 <sup>th</sup> June 2021
Members of the Public Agenda Statements	Members of the Public may make statements at meetings in relation to reports on the agenda. A request to address the committee must be received 2 clear working days prior to the meeting. The member of the Public has a maximum of 3 minutes to address the committee. A period of 30 minutes (Chair's Discretion) is allocated for Public Statements.	5:00 pm Friday 18 <sup>th</sup> June 2021
Other Members Questions	Written questions of up to 50 words maximum permitted. To be received at least 2 clear working days prior to the meeting. Chair's discretion on supplementary question. A period of 30 minutes (Chair's Discretion) is allocated for Other Members' Questions.	5:00 pm Friday 18 <sup>th</sup> June 2021
Other Members Agenda Statements	Other Members may make statements at meetings in relation to reports on the agenda. A request to address the committee must be received 2 clear working days prior to the meeting. The Shadow Member has a maximum of 3 minutes to address the committee. A period of 30 minutes (Chair's Discretion) is allocated for Member Statements.	5:00 pm Friday 18 <sup>th</sup> June 2021

Please contact [anne.ireson@northnorthants.gov.uk](mailto:anne.ireson@northnorthants.gov.uk) for more information.

## Members' Declarations of Interest

Members are reminded of their duty to ensure they abide by the approved Member Code of Conduct whilst undertaking their role as a Councillor. Where a matter arises at a meeting which **relates to** a disclosable pecuniary interest, you must declare the interest, not participate in any discussion or vote on the matter and must not remain in the room unless granted a dispensation.

Where a matter arises at a meeting which **relates to** other registrable interests, you must declare the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but must not take part in any vote on the matter unless you have been granted a dispensation.

Where a matter arises at a meeting which **relates to** your own financial interest (and is not a disclosable pecuniary interest) or **relates to** a financial interest of a relative, friend or close associate, you must disclose the interest and not vote on the matter unless granted a dispensation. You may speak on the matter only if members of the public are also allowed to speak at the meeting.

Members are reminded that they should adhere to the Council's approved rules and protocols during the conduct of meetings. These are contained in the Council's approved Constitution.

If Members have any queries as to whether a Declaration of Interest should be made please contact the Monitoring Officer at – [Adele.Wylie@northnorthants.gov.uk](mailto:Adele.Wylie@northnorthants.gov.uk)

### **Press & Media Enquiries**

Any press or media enquiries should be directed through the Council's Communications Team to [communications@northamptonshire.gov.uk](mailto:communications@northamptonshire.gov.uk)

### **Public Enquiries**

Public enquiries regarding the Council's meetings can be made to [democraticservices@northnorthants.gov.uk](mailto:democraticservices@northnorthants.gov.uk)



## CHILDREN'S TRUST JOINT COMMITTEE

Wednesday, 23rd June 2021

<b>Report Title</b>	<b>Children's Trust Joint Committee – Terms of Reference</b>	
<b>Report Author</b>	Adele Wylie Director of Legal and Democratic Services <a href="mailto:Adele.Wylie@NorthNorthants.gov.uk">Adele.Wylie@NorthNorthants.gov.uk</a>	
<b>Contributors/Checkers/Approvers</b>		
<b>North MO</b>		
<b>North S151</b>		
<b>Other Director/SME</b>		

### List of Appendices

#### Appendix A – Terms of Reference for the Children's Trust Joint Committee

#### 1. Purpose of Report

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To approve the Terms of Reference for the Children's Trust Joint Committee

#### 2. Executive Summary

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This report and Appendix A outlines the Terms of Reference and constitutional requirements in relation to the Northamptonshire Children's Trust Joint Committee.

#### 3. Recommendation

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- 3.1 It is recommended that the Terms of Reference for the Northamptonshire Children's Trust Joint Committee, attached at Appendix A, be approved.

*(Reason for Recommendation – to comply with the requirements of the Constitution.*

#### **4. Report Background**

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The Constitutions of both North Northamptonshire and West Northamptonshire Council's set out the Terms of Reference for Joint Arrangements. Terms of Reference for the Children's Trust Joint Committee should be formally ratified at the first meeting of the Committee.

Constitutions were adopted by each Shadow Council.

#### **5. Issues and Choices**

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Both councils may establish joint arrangements with one or more local authorities and/or their executives to exercise functions in any of the participating authorities or to advise the Council. Such arrangements may involve the appointment of a joint committee with these other local authorities by either council or the Executive depending on the functions being exercised. Where the Executive establishes a joint committee, they may only appoint members of the Executive and those members need not reflect the political composition of the Council as a whole.

#### **6. Implications (including financial implications)**

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##### **6.1 Resources and Financial**

N/A

##### **6.2 Legal**

There are no legal implications arising from the adoption of the attached Terms of Reference.

Any amendments recommended by the Committee may need to be ratified by each Council as set out in the relevant Constitutions.

*(Part 3: Role of Council Paragraph 1.1.1 – North Northamptonshire Council)*  
*(Part 4: Democracy and Governance Para 4.4.1 – West Northamptonshire Council)*

##### **6.3 Risk**

N/A

##### **6.4 Consultation**

N/A

##### **6.5 Consideration by Scrutiny**

Council Constitutions were adopted by the respective Shadow Councils following consideration by Scrutiny Committees.

## 6.6 **Climate Impact**

N/A

## 6.7 **Community Impact**

The Children's Trust Joint Committee is established by the West Northamptonshire and North Northamptonshire Councils pursuant to powers under the Local Government Acts 1972 and 2000. The Joint Committee will discharge functions on behalf of the two councils and will be convened as and when required.

## **7. Background Papers**

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North Northamptonshire Council Constitution  
West Northamptonshire Council Constitution

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**CHILDREN'S TRUST JOINT COMMITTEE**  
**(between West Northamptonshire and North Northamptonshire)**

**Terms of Reference**

**Purpose**

The West Northamptonshire and North Northamptonshire Councils will establish a Joint Committee pursuant to powers under the Local Government Acts 1972 and 2000. The Joint Committee shall be known as "The Children's Trust Joint Committee".

The Joint Committee will discharge functions on behalf of the two councils as follows and will be convened as and when required, to:

- a. exercise the functions on behalf of both Councils insofar as they relate to the joint ownership of, and commissioning of services from, the jointly owned local authority company 'The Northamptonshire Children's Trust'.
- b. exercise the functions of the Council's in respect of the discharge of the Functions and the delivery of the Support Services to NCT under the Support Services Agreement in accordance with the terms thereof;
- c. consider all matters arising in relation to the discharge of the Functions, the delivery of the Services and their financial position;
- d. ensure the effective, efficient discharge of the Functions and delivery of the Services;
- e. agree the responsibilities of each Council required to support the discharge of the Functions and the delivery of the Services;
- f. monitor and review the performance of discharge of the Functions and the delivery of the Services;
- g. consider matters reported to the Joint Committee by the Joint Officer Boards and the Councils;
- h. determine those disputes or differences arising between the Councils in respect of the discharge of the Functions and / or delivery of the Services referred to the Joint Committee by the Joint Officer Boards;
- i. with the assistance, support and advice of the Joint Officer Boards and the Councils, develop the strategies and plans for the longer-term discharge of

the Functions and the delivery of the Services beyond the arrangements provided for in the Support Services Agreement.

The Joint Committee is not a self-standing legal entity but part of its constituent authorities. Any legal commitment entered into pursuant to a decision of the Joint Committee must be made by either of the authorities which will be indemnified appropriately.

These Terms of Reference govern the conduct of meetings of the Joint Committee and except, where expressly stated otherwise, take precedence over the Constitution of each Council so far as they relate to the matters for which the Joint Committee is established. The Joint Committee may vary the Terms of Reference rules as it considers appropriate.

### **Definitions**

Any reference to Access to Information legislation shall mean Part VA of the Local Government Act 1972 (as amended) and The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 (as amended)."

### **Functions**

The Joint Committee will discharge functions on behalf of both Councils.

### **Membership**

There will be 6 elected members of the Joint Committee, 3 appointed from each Council. Appointments will be made in line with each Authority's governance arrangements. The appointments should include the Leader of each Council and a Member whose portfolio areas include responsibility for Children's Services.

Appointments will be made for a maximum period not extending beyond each Member's remaining term of office as a Councillor.

As nominees of their respective Councils, members of the Joint Committee are governed by the provisions of their own Council's Codes and Protocols including the Code of Conduct for Members and the rules on Disclosable Pecuniary Interests.

Each authority will utilise existing mechanisms for substitution as laid down in their own Standing Orders.

### **Chair**

Each Council will appoint one Member as a Co-Chair each of whom, in rotation, preside over meetings of the Joint Committee.

Meeting venues shall rotate between the Council's main offices with the Co-Chair from the authority which is hosting the meeting presiding over the meeting. Where the host Co-Chair is not present, the Joint Committee shall appoint an alternate Co-Chair from amongst its number to preside over the meeting.

The Joint Committee may establish sub-committees to undertake elements of its work if required and subject to the approval of each of the constituent authorities.

### **Delegation to Officers**

The Joint Committee may delegate specific functions to officers of either of the Councils. Any such delegation may be subject to the requirement for the officer to consult with or obtain the prior agreement of an officer (or officers) of the other Council. It may also be subject to the requirement for the officer with delegated authority to consult with the CoChairs of the Joint Committee before exercising their delegated authority.

### **Administration**

Organisational and clerking support for the Joint Committee will be provided for by the host authority.

### **Budget**

The Joint Committee will not have an allocated budget.

### **Agenda Management**

All prospective items of business for the Joint Committee shall be agreed by the Joint Officer Board in accordance with the wider NCT agreements and governance and shall be confined to the matters set out in these Terms of Reference.

To comply with Access to Information legislation in the publication of agendas including Forward Plan requirements, those functions delegated to the Joint Committee for determination and defined as key decisions must be included in the Forward Plan for the Joint Committee.

### **Meetings**

The Joint Committee will meet as and when required for the purposes of fulfilling its function with regards dispute resolution. The quorum for a meeting of the Joint Committee shall be at least two members from each Council.

Access to meetings and papers of the Joint Committee by the Press and Public is subject to Part VA of the Local Government Act 1972 (as amended) and Part 2 of the Local Authorities (Executive Arrangements) (Meetings and Access to information) (England) Regulations 2012.

### **Notice of Meetings**

The host authority clerk of the Joint Committee will give notice to the public of the time and place of any meeting in accordance with the Access to Information requirements.

At least five clear working days in advance of a meeting the host authority clerk of the Joint Committee will publish the agenda via the website of the host authority and distribute a copy of the papers to all Members of the Committee. Five clear days does not include weekends or national holidays and excludes both the day of the meeting and the day on which the meeting is called.

### **Member Participation**

Any Member of each Council who is not a member of the Joint Committee may ask a question or address the Committee with the consent of the Co-Chair of the meeting at which they wish to speak.

### **Business to be Transacted**

Standing items for each meeting of the Joint Committee will include the following:

- a. Apologies for absence
- b. Declarations of Interest
- c. Minutes of the Last Meeting
- d. Substantive items for consideration

The Co-Chair may vary the order of business and take urgent items as specified in the Access to Information Requirements at his / her discretion. An item of business may not be considered at a meeting unless:

- a. A copy of the agenda included the item (or a copy of the item) is open to inspection by the public for at least five clear days before the meeting;  
or
- b. Where the meeting is convened at shorter notice from the time the meeting is convened; or
- c. By reason of special circumstances which shall be specified in the minutes the Co-Chair of the meeting (following consultation with the other Co-Chair) is of the opinion that the item should be considered at the meeting as a matter of urgency "Special Circumstances" justifying an item being considered as a matter of urgency will relate to both why the decision could not be made at a later meeting allowing the proper time for inspection of documents by the public as well as why the item or report could not have been available for inspection for five clear days before the meeting.

### **Cancellation of Meetings**

If in the event a dispute is resolved prior to the meeting of the Joint Committee called to resolve the issue, after consultation with all three Co-chairs the meeting will be cancelled

### **Rules of Debate**

Meetings shall be conducted in accordance with the Rules of Debate set out within the Committee Procedure Rules of West Northamptonshire Council.

### **Request for Determination of Business**

Any member of the Joint Committee may request at any time that the Joint Committee move to vote upon the current item of consideration.

### **Urgency Procedure**

Where all Co-Chairs of the Joint Committee are of a view that an urgent decision is required in respect of any matter within the Joint Committee's Terms of Reference and it cannot wait until an Ordinary Meeting of the Joint Committee has been called and notice been given under Paragraph 12 of this Schedule (Notice of Meetings), then arrangements will be made to call an urgent meeting of the Joint Committee.

### **Voting**

With regards the Joint Committee's function in the resolution of disputes under the conflict resolution mechanism, each elected member will be entitled to one vote. Where there is an equality of votes the Chairman will have a casting vote however if the matter cannot be resolved between the Councils then the Dispute Resolution may be engaged.

### **Minutes**

At the next suitable meeting of the Joint Committee, the Co-Chair presiding will move a motion that the minutes of the previous meeting be agreed as a correct record. The meeting may only consider the accuracy of the minutes. Once agreed, the Co-Chair presiding at the meeting will sign the minutes.

### **Exclusion of Public and Press**

Members of the public and press may only be excluded from a meeting of the Joint Committee either in accordance with the Access to Information requirements or in the event of disturbance.

A motion may be moved at any time for the exclusion of the public from the whole or any part of the proceedings. The motion shall specify by reference to Section 100(A) Local Government Act 1972 the reason for the exclusion in relation to each item of business for which it is proposed that the public be excluded. The public must be excluded from meetings whenever it is likely, in view of the nature of business to be transacted, or the nature of the proceedings that confidential information would be disclosed.

If there is a general disturbance making orderly business impossible, the Co-Chair may adjourn the meeting for as long as he/she thinks is necessary. To comply with the Executive Arrangements (Access to Information) Regulations 2012 all background papers will be published as part of the Joint Committee agenda and be made available to the public via the website of each authority.



## **Overview and Scrutiny**

Decisions of the Joint Committee will be Executive and subject to scrutiny and call-in. For any Joint Committee meeting including decisions, the minutes will be published within two working days. On the publication of the minutes of a meeting of the Joint Committee, 5 clear days must elapse (not including the date of publication and weekend days and bank holidays) before decisions can be implemented.

Decisions of the Joint Committee which are defined as executive decisions will be subject to the "call in" arrangements operating in each Council as set out in its constitution. Where a decision is called in, arrangements will be made at the earliest opportunity for it to be heard.

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## JOINT CHILDREN'S TRUST COMMITTEE 23 June 2021

Report Title	Overview of the Contractual Relationship with Northamptonshire Children's Trust	
Report Author	Rory Seymour, Commissioning Manager, <a href="mailto:rory.seymour@northnorthants.gov.uk">rory.seymour@northnorthants.gov.uk</a> Sarah Phipps, Assistant Director of Commissioning and Partnerships, <a href="mailto:sarah.phipps@northnorthants.gov.uk">sarah.phipps@northnorthants.gov.uk</a>	
<b>Contributors/Checkers/Approvers</b>		
North MO		
North S151		
Other Director/SME	Cathi Hadley, Director of Children's Services	

### List of Appendices

**Appendix A – Northamptonshire Children's Trust Service Scope**

**Appendix B – Overview of Contractual Relationship with Northamptonshire Children's Trust**

#### **1. Purpose of Report**

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- 1.1. The purpose of this report is to provide an overview of the contractual arrangements in place between Northamptonshire Children's Trust, North Northamptonshire Council, West Northamptonshire Council and the Department for Education with regards to the delivery of children's social care services in Northamptonshire.

#### **2. Executive Summary**

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- 2.1 Following a statutory direction from the Secretary of State for Education, Northamptonshire County Council began the establishment of an operationally independent but wholly council-owned company to deliver children's social care services. Northamptonshire Children's Trust (NCT) was established on 1 November 2020 and following the creation of two new unitary authorities, ownership was transferred to North and West Northamptonshire Councils.

## 2.2 The contractual suite of documents include:

- The Service Delivery Contract (SDC) – this is a contract between NCT and the two councils. The SDC consists of a set of core legal terms and conditions and schedules which contain the operative details to supplement the core terms setting out how the provision of the Services will be managed and monitored during the term of the SDC.
- The Support Services Agreement (SSA) – this is a contract between NCT and the two councils. The purpose of the SSA is to set out and record the terms on which the Council will provide the Support Services to NCT.
- The Governance Side Agreement – this is a contract between the councils and the Department for Education. The purpose of the GSA is to set out the matters where the Secretary of State for Education has consultation or consent rights.

## 2.3 The Joint Children’s Trust Committee has been created to enable the effective management of the relationship between the two Councils with regards to Northamptonshire Children’s Trust.

### **3. Recommendations**

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#### 3.1 It is recommended that the Committee:

- a) Notes the establishment of a Joint Children’s Trust Officer Board and Joint Children’s Trust Committee.
- b) Notes the establishment of Northamptonshire Children’s Trust (NCT)
- c) Considers the contractual and governance arrangements in place to ensure the effectiveness of services provided by NCT

#### 3.2 Reason for Recommendations: -

- To ensure that the Members have been brought up to speed with the development of Northamptonshire Children’s Trust.
- Detailed governance arrangements will support the effective management of the contract with Northamptonshire Children’ Trust and will enable NCT to deliver high-quality social care services to children and families in Northamptonshire.

## **4. Report Background**

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- 4.1 On 30 November 2018, following a focussed visit carried out by Ofsted on 17 and 18 October, the Secretary of State for Education appointed Malcolm Newsam as the Commissioner for Children’s Services and his role and responsibilities are laid out in the November Direction to the Council. Andrew Christie and Clare Chamberlain replaced Malcolm Newsam as Commissioner and Support Commissioner on 17th October 2019.
- 4.2 On June 2019, the Secretary of State for Education issued a further statutory direction to the Council under Section 497A 4B of the Education Act 1996 (the “Act”). As part of this Direction, the Children’s Commissioner was required to oversee work towards the establishment of a Trust for the delivery of children’s social care services in Northamptonshire, transferring operational control for children’s social care services from the Council to the Trust, from July 2020, with provision to transfer commissioning arrangements to any new unitary councils at the point they become fully operational.
- 4.3 Following the outbreak of the Covid-19 pandemic, the programme to set up the Trust was paused in March 2020, restarting on 1 June 2020, with a reprogrammed launch date of the Trust on 1 November 2020.
- 4.4 Northamptonshire Children’s Trust launched on schedule on 1 November 2020 as a company wholly-owned by Northamptonshire County Council. This gave NCT a 5-month stabilisation and transition period before Local Government Reorganisation and establishment of the unitary authorities on 1 April 2021.
- 4.5 On 1 April 2021, ownership of NCT was transferred to North Northamptonshire Council and West Northamptonshire Council and some additional members of staff moved into the Trust. NCT was officially launched on 26 May 2021.
- 4.6 In March 2020, following approval by the Children’s Commissioner and the shadow executives of West and North Northamptonshire Councils, it was agreed the councils would establish a Joint Committee to enable the effective management of the relationship between the two Councils with regards to Northamptonshire Children’s Trust.

## **5. Issues and Choices**

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- 5.1 The arrangements between NCT, NNC, WNC and the Department for Education include a number of contractual agreements that give effect to these arrangements. These agreements are outline below.

### **Service Delivery Contract**

- 5.2 The Service Delivery Contract (SDC) is the main contract in place between West and Northamptonshire Councils and Northamptonshire Children’s Trust. Under the SDC, NCT has obligations to deliver specified children’s services for which the Council has statutory responsibility (the scope of which are set in the Service Specification and related Secretary of State Directions).

- 5.3 The SDC consists of a set of core legal terms and conditions and schedules, which contain the operative details to supplement the core terms setting out how the provision of the Services will be managed and monitored during the term of the SDC. The key schedules are summarised below.
- 5.4 The SDC is intended to be a five plus five-year contract, the initial expiry date is 31 March 2026 with automatic extension for five years unless:
  - There is persistent poor performance (as defined in the contract)
  - Ofsted inspections demonstrate a lack of improvement
  - Poor financial management
  - The Council makes a formal policy change. However, whilst the DfE Intervention is in place, any such policy decision must be approved by the Secretary of State.
- 5.5 The Service Specification details the scope of services to be delivered by the Trust. These services are included in Appendix A.
- 5.6 Schedule 18 of the Service Delivery Contract sets out the governance arrangements between the councils and NCT for the management of the Contract. The key aspects of this are set out in the table below.

Group	Roles and responsibilities	Frequency and attendees
Operational Commissioning Group	To provide oversight of the contract management and monitoring arrangements and the Council’s performance of the Dependencies. The meeting provides an operational forum for both Parties to discuss their respective performance and all associated issues holding each other accordingly to account in respect of such performance.	Monthly frequency <b>Councils:</b> Director of Children’s Services (Chair); finance representatives; Council representatives from the Intelligent Client Function. <b>NCT:</b> Chief Executive; Director of Finance and Resources; Director of Children’s Social Care.
Strategic Commissioning Group	To provide strategic, political and executive oversight and scrutiny of NCT’s delivery of the Council’s statutory functions, through periodic monitoring of performance, Change Control and Annual Review. The Strategic Group is also a point of escalation for issues arising from the Operational Group.	Quarterly <b>Councils:</b> Lead Members for Children’s Services (Rotating Chair); Chief Executives, Section 151 Officers, Director of Children’s Services. <b>NCT:</b> Chair; Chief Executive; Director of Finance and Resources; Director of Children’s Social Care.

**Support Service Agreement**

- 5.7 NCT requires a number of support services to facilitate their provision of social care services. A number of support services (e.g. Finance, HR, Business Intelligence) were transferred to NCT on April 1 2021; however, 17 Support Services will continue to be provided by the Councils to the Trust.

- 5.8 The Support Services Agreement (SSA) that sets out the overarching terms and conditions upon which the councils will provide the Support Services to the Trust. Support Services are funded by the core contract sum but NCT will pay the council to provide the support service.
- 5.9 The majority of support services are provided by West Northamptonshire Council with the remainder being provided by North Northamptonshire Council; or Milton Keynes or Cambridgeshire County Councils through the lead authority model.

**Governance Side Agreement**

- 5.10 The Governance Side Agreement (GSA) is between NNC, WNC and the Department for Education. NNC and WNC are the sole members of the Company and have decisions reserved to them under the Company’s Articles of Association. However, the GSA sets out certain rights afforded to the Secretary of State in respect of decisions reserved to NCC under the Articles of Association. The GSA will be in place for the duration of the period that the Department for Education remains in place.
- 5.11 This means, during the intervention period, the councils must either consult with or seek consent from the Secretary of State on certain issues. Examples of issues requiring consultation or consent include: the approval of NCT’s business plan; Council-appointed Directors appointments or approvals; the appointment or removal of the Trust’s Chair and Chief Executive; and the approval of the voluntary winding up of NCT.

**Joint Officer Board and Joint Committee**

- 5.12 The councils have established a Joint Committee and Joint Officer Board to enable the effective management of the relationship between the two Councils with regards to Northamptonshire Children’s Trust. The arrangements and purpose of these meetings are set out in the table below.

Meeting	Roles and responsibilities	Frequency and attendees
Joint Committee	<p>To provide oversight of the relationship between the two councils in relation to the Support Services provided to NCT.</p> <p>To provide governance in respect of the Northamptonshire Children’s Trust Limited company to reflect the role of the two Unitaries as joint members/owners. In particular, joint decision making for the exercise of Council rights under the Articles, NCT’s Business Plan and the Reserved Matters.</p> <p>To oversee the interface between the councils in relation to the effective</p>	<p>Frequency: Initially monthly but to be reviewed within 12 months should it be agreed that quarterly meetings are sufficient to discharge the Unitary responsibilities.</p> <p>Leader of each Council</p> <p>Children’s Services Portfolio Holder of each Council</p> <p>One further member from each Council.</p> <p>Substitutes will be permitted in accordance with the rules of</p>

	discharge of the commissioning responsibilities pursuant to the Service Delivery Contract.	each Council. Public meeting.
Joint Officer Board	To manage the matters to be referred to the Joint Committee and ensure that reports and agenda etc. provide Members with the information necessary to make effective decisions.  Take delegated decisions, where necessary, which are not Executive matters which from time to time fall to be made in relation to the business of the Joint Committee, including any decisions in relation to staffing matters which directly affect both Councils.	The Chief Executives of both Councils. The Director of Children Services the S151 Officers.  In each case a nominee may be sent in the absence of the relevant officer.

## **6. Implications (including financial implications)**

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### **6.1 Resources and Financial**

6.1.1 There are no resources or financial implications arising from the proposals.

### **6.2 Legal**

6.2.1 The detailed legal issues are set out in the body of the report. There are no specific legal implications arising from the decisions in this report.

### **6.3 Risk**

6.3.1 There are no significant risks arising from the proposed recommendations in this report.

### **6.4 Consultation**

6.4.1 There has been no specific consultation in the preparation of this report.

### **6.5 Consideration by Scrutiny**

6.5.1 The report has not been considered by Scrutiny.

### **6.6 Climate Impact**

6.6.1 There are no climate impact implications in this report.

### **6.7 Community Impact**

6.7.1 There are no community impact implications in this report.

## Appendix A – Northamptonshire Children’s Trust Service Scope

Functions	Description
Children’s Social Care	Children’s Social Care Multi-Agency Safeguarding Hub Assessment services
	LADO
	Children in need
	Children in need of protection
	Child Protection Chairs
	Children that are looked after
	Social Care Services for Children with Disabilities
	Adoption
	Fostering
	Care Leavers
	Independent Reviewing Officers
	Quality Assurance Service
	Children’s residential care homes
	Out of Hours Services
	Children’s Placement Service
	Contact Services
	Children’s Social Care Commissioning
Early Help/Targeted Services (not Universal Services)	Targeted Support (including Troubled Families Programme)
	Family Support services
	Adolescent Service (also supports children known to social care)
	Missing and RISE (also supports children known to social care)

Youth Offending Services	Youth Offending Services
Infrastructure Services	Children's Commissioning (related to services in scope)
	Social Work Academy
	Business Support/Administration (related to services in scope)
	Projects and transformation (related to services in scope)
	Policy Strategy and planning (related to services in scope)



# Children's Trust Joint Committee

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Overview of Contractual Relationship with  
Northamptonshire Children's Trust

**Sarah Phipps Assistant Director of Commissioning and  
Partnerships**

# Service Delivery Contract with NCT

- The Service Delivery Contract (SDC) is the main contract in place between West and Northamptonshire Councils and Northamptonshire Children's Trust
- Under the SDC, NCT has obligations to deliver specified children's services for which the Council has statutory responsibility (the scope of which are set in the Service Specification and related Secretary of State Directions).

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The SDC consists of a set of:

- core legal terms and conditions; and
- schedules, which contain the operative details to supplement the core terms setting out how the provision of the Services will be managed and monitored during the term of the SDC. The key schedules are summarised below.

# Service Delivery Contract key facts

- The SDC is intended to be a five plus five year contract, the initial expiry date is 31 March 2026 with automatic extension for five years unless:
  - There is persistent poor performance (as defined in the contract)
  - Ofsted inspections demonstrate a lack of improvement
  - Poor financial management
  - The Council makes a formal policy change.

The Contract Sum for 2021/22 FY is £136.37 million

# Service Specification

- The Services Specification defines the services the Councils require from NCT for children and families in Northamptonshire.
- The Services in scope are:
  - Children's Social Care
  - Early Help/Targeted Services
  - Youth Offending
  - Infrastructure Services
- It defines NCT's role in leading and managing the preparation and coordination of the regulatory inspections of its services e.g. by Ofsted or HMIP
- It also sets out NCT and the councils' responsibilities in areas such as complaints, partnerships, corporate parenting and a range of other areas

# Finance Mechanism

- As is noted above, the contract sum for 2021/22 is £136.37 million
- NCT can request an in-year change to the contract sum if:
  - There is an unforeseen increase in service demand
  - They present a business case setting out how additional funding would deliver service improvement or an invest to save proposal
- A request is considered by the operational commissioning group (see governance arrangements below) and strategic commissioning group if necessary
- Contract sum negotiations begin in October, the provisional contract sum should consider the normal factors such as demography and inflation
- The two councils and NCT must seek internal approval of the contract sum by 15 January
- The Trust is obliged to provide a Future Contract Sums Estimate which should inform the MTFP of both councils
- The Trust is obliged to inform the council as soon as reasonably practical if it identifies a deficit and must take action to rectify the deficit
- In the first contract year, the NCT may retain 25% of any surplus with the rest retained by the councils

# Performance Framework

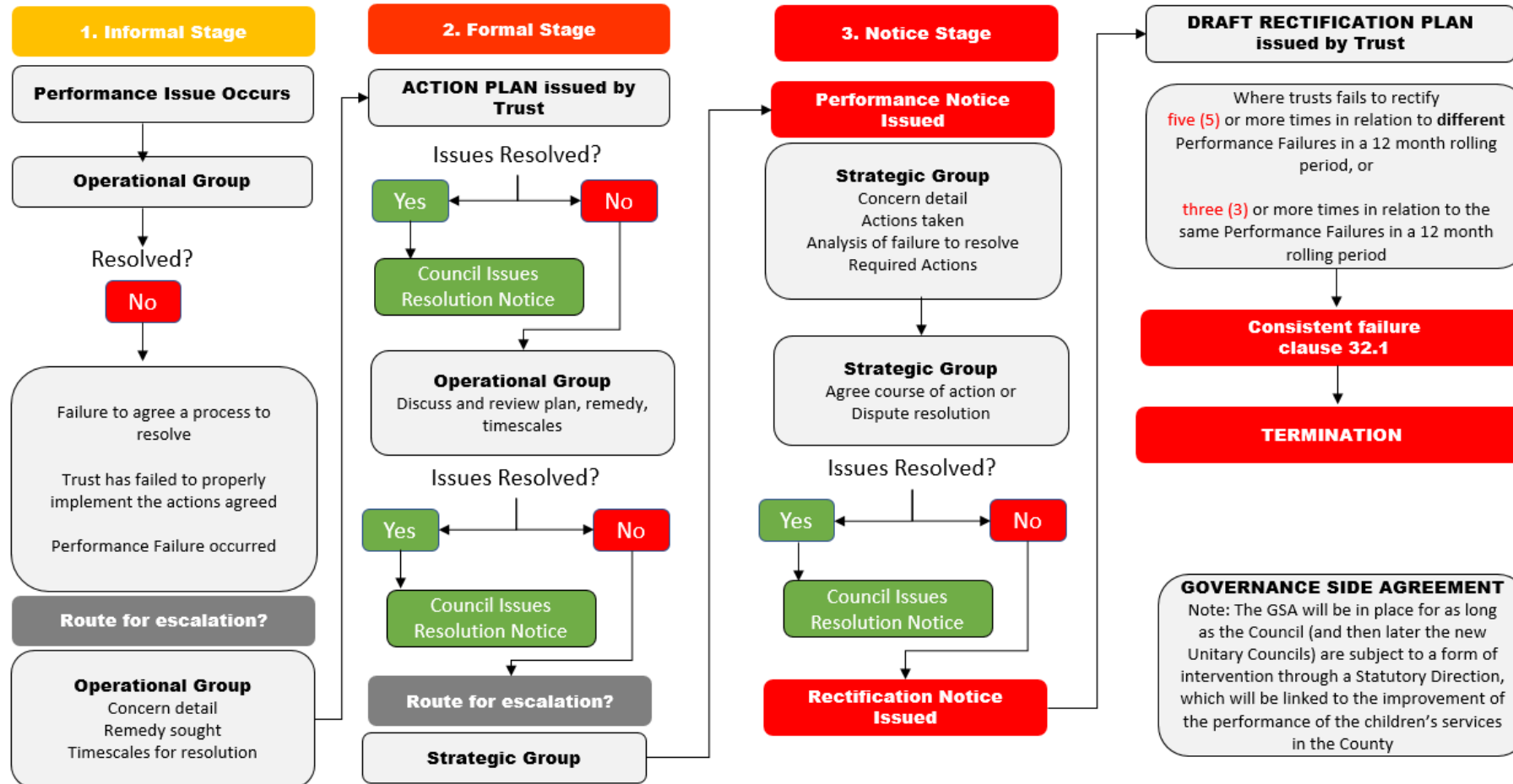
- The Performance Framework sets out the process through which the Council shall:
  - monitor, review, scrutinise and discuss the performance of the Trust against the Key Performance Indicators which are set out in the framework
  - hold the Trust to account in respect of such performance
  - identify Performance Issues and/or Performance Failures at an early stage so that such matters can be swiftly and amicably resolved

The process for managing performance is set out on the following page

In addition to the contractual KPIs:

- NCT must provide a suite of management information
- There is an aspirational but non-contractual target to achieve Requires Improvement in an Ofsted inspection within three years and Good within five years

# Performance Management Process



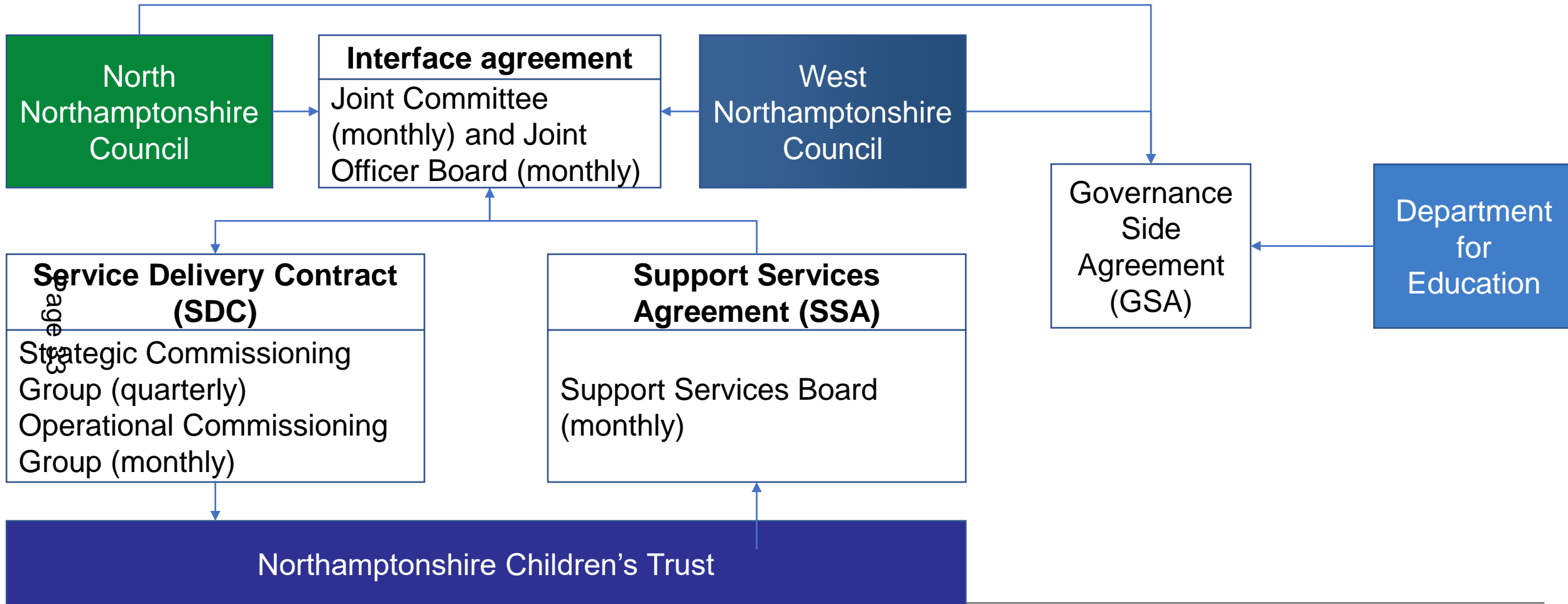
# Governance Arrangements

- The key governance meetings between the two councils and NCT are the operational commissioning group and the strategic commissioning group.
  - The purpose and attendees of these groups are summarised below and the governance diagram outlines how these meetings relate to other contracts and governance meetings
  - NCT shall participate in the Councils' democratic processes by reporting and/or attending meetings related to the statutory functions of the council delivered by NCT and/or financial issues of the Trust
- However**, NCT shall not be required to attend more than three Democratic Meetings for each Council in any Contract Year. If NCT is required to attend any additional Democratic Meetings this will be at the Trust's absolute discretion.

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# Contractual suite of documents



# SDC Governance

Group	Roles and responsibilities	Frequency and attendees
Operational Group	To provide oversight of the contract management and monitoring arrangements and the Council's performance of the Dependencies. The meeting provides an operational forum for both Parties to discuss their respective performance and all associated issues holding each other accordingly to account in respect of such performance.	Monthly frequency <b>Council:</b> Director of Children's Services (Chair); finance representatives; Council representatives from the Intelligent Client Function. <b>NCT:</b> Chief Executive; Director of Finance and Resources; Director of Children's Social Care.
Strategic Group	To provide strategic, political and executive oversight and scrutiny of NCT's delivery of the Council's statutory functions, through periodic monitoring of performance, Change Control and Annual Review. The Strategic Group is also a point of escalation for issues arising from the Operational Group.	Quarterly (frequency from 1 April 21) <b>Council:</b> Lead Members (Rotating Chair); Chief Executives, Section 151 Officers, Director of Children's Services. <b>NCT:</b> Chair; Chief Executive; Director of Finance and Resources; Director of Children's Social Care.

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# Support Services Agreement

- A number of support services (e.g. Finance, HR, Business Intelligence) were transferred to NCT on April 1 2021
  - However, 17 Support Services will continue to be provided by the Councils to the Trust
  - The Support Services Agreement (SSA) that sets out the overarching terms and conditions upon which the councils will provide the Support Services to the Trust
  - Support Services are funded by the core contract sum but NCT will pay the council to provide the support service
- The majority of support services are provided by West Northamptonshire Council with the remainder being provided by North Northamptonshire Council; or Milton Keynes or Cambridgeshire County Councils through the lead authority model
- If the councils fails to provide a support service to the Trust and this has a direct adverse impact on the Trust's delivery of the Services, the Trust may claim a Relief Event and be granted relief from performance of its obligations
  - The Support Services Agreement is overseen by the Support Services Board, this is outlined on the following slide

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# SSA Governance

Meeting	Roles and responsibilities	Frequency and attendees
Support Services Board  Page 36	<p>To oversee and monitor the operational provision of the Support Services and to provide strategic oversight of the Supportive Services. To resolve matters that are escalated to it by either Trust or the Council providing the Support Service.</p> <p>To escalate any issues related to Support Services to the Operational Group in the first instance.</p>	<p>Monthly frequency</p> <p><b>NCT:</b> Director of Finance and Resources (Chair); Trust lead for Support Services; Trust finance lead.</p> <p><b>Council:</b> West Northamptonshire lead for Support Services; North Northamptonshire lead for Support Services; Programme Manager for Support Services; Unitaries Finance Leads</p>

# Governance Side Agreement

- In November 2018, The Secretary of State for Education exercised his rights of intervention under the Education Act 1996 and has issued statutory directions to NCC in order to secure improvements to NCC's children's social care functions. This intervention remains in place with the new unitary councils.
- The councils, as sole owners of NCT, have decisions reserved to them under the Company's Articles of Association
- **However**, the Governance Side Agreement (GSA) sets out certain rights afforded to the Secretary of State during the intervention period
- This means, during the intervention period, the councils must either consult with or seek consent from the Secretary of State on certain issues
- Examples include: the approval of NCT's business plan; Council-appointed Directors appointments or approvals; the appointment or removal of the Trust's Chair and Chief Executive; and the approval of the voluntary winding up of NCT

# Background to Joint Committee

- Governance arrangements to facilitate the relationship between West and North Northamptonshire Councils in their joint management of the contract with Northamptonshire Children's Trust were agreed as part of the Children's Trust Programme
- Arrangements were signed of by the West and North Shadow Executives in March 2021
- It was agreed that the unitary councils would establish a Joint Committee and a Joint Officer Board
- This replaced any previous reference to an Inter Authority Agreement
- The Joint Committee and Officer Board do not impact upon the arrangements in place as part of the Service Delivery Contract (SDC) or the Support Service Agreement (SSA)
- The key responsibilities of the Joint Committee is set out in the following slide

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# Joint Committee

Meeting	Roles and responsibilities	Frequency and attendees
<p>Joint Committee</p> <p>Page 39</p>	<p>To provide oversight of the relationship between the two councils in relation to the Support Services provided to NCT.</p> <p>To provide governance in respect of the Northamptonshire Children’s Trust Limited company to reflect the role of the two Unitaries as joint members/owners. In particular, joint decision making for the exercise of Council rights under the Articles, NCT’s Business Plan and the Reserved Matters.</p> <p>To oversee the interface between the councils in relation to the effective discharge of the commissioning responsibilities pursuant to the Service Delivery Contract.</p>	<p>Frequency: Initially monthly but to be reviewed within 12 months should it be agreed that quarterly meeting are sufficient to discharge the Unitary responsibilities.</p> <p>Leader of each Council Children’s Services Portfolio Holder of each Council One further member from each Council.</p> <p>Substitutes will be permitted in accordance with the rules of each Council.</p> <p>Public meeting.</p>

# Joint Officer Board

Meeting	Roles and responsibilities	Frequency and attendees
Joint Officer Board  Page 40	<p>To manage the matters to be referred to the Joint Committee and ensure that reports and agenda etc provide Members with the information necessary to make effective decisions.</p> <p>Take delegated decisions, where necessary, which are not Executive matters which from time to time fall to be made in relation to the business of the Joint Committee, including any decisions in relation to staffing matters which directly affect both Councils.</p>	<p>The Chief Executives of both Councils. The Director of Children Services the S151 Officers.</p> <p>In each case a nominee may be sent in the absence of the relevant officer.</p>





## CHILDREN'S TRUST JOINT COMMITTEE

Wednesday, 23rd June 2021

<b>Report Title</b>	<b>Schedule of Meetings for 2021/2022</b>	
<b>Report Author</b>	<b>Adele Wylie</b> <b>Director of Legal and Democratic Services</b> <a href="mailto:Adele.Wylie@NorthNorthants.gov.uk">Adele.Wylie@NorthNorthants.gov.uk</a>	
<b>Contributors/Checkers/Approvers</b>		
<b>North MO</b>		
<b>North S151</b>		
<b>Other Director/SME</b>		

### List of Appendices

None

#### **1. Purpose of Report**

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- 1.1 To advise Members of the schedule of meetings and locations for the Children's Trust Joint Committee for the 2021-22 municipal year. Venues for meetings will be advised separately. Meetings may be held at various venues in the North and West.

#### **2. Executive Summary**

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None.

#### **3. Recommendation**

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- 3.1 It is recommended that the Schedule of Meetings for the 2021-22 municipal year as set out overleaf be noted.

<b>CHILDREN'S TRUST JOINT COMMITTEE</b>		
<b>Date</b>	<b>Time</b>	<b>Location</b>
23rd June 2021	2.00 pm	West (venue tbc)
28th July 2021	2.00 pm	North (venue tbc)
25th August 2021	2.00 pm	West (venue tbc)
22nd September 2021	2.00 pm	North (venue tbc)
27th October 2021`	2.00 pm	West (venue tbc)
24th November 2021	2.00 pm	North (venue tbc)
22nd December 2021	2.00 pm	West (venue tbc)
2nd February 2022	2.00 pm	North (venue tbc)
2nd March 2022	2.00 pm	West (venue tbc)
6th April 2022	2.00 pm	North (venue tbc)
4 <sup>th</sup> May 2022	2.00 pm	West (venue tbc)

#### **4. Background Papers**

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Meeting Timetable (approved at Annual Council meetings - May 2021)

# Children's Trust Joint Committee

Overview of Contractual Relationship with  
Northamptonshire Children's Trust

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**Sarah Phipps Assistant Director of Commissioning and  
Partnerships**

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# Service Delivery Contract with NCT

The Service Delivery Contract (SDC) is the main contract in place between West and Northamptonshire Councils and Northamptonshire Children's Trust

Under the SDC, NCT has obligations to deliver specified children's services for which the Council has statutory responsibility (the scope of which are set in the Service Specification and related Secretary of State Directions).

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# Service Delivery Contract key facts

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- Poor financial management
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The Contract Sum for 2021/22 FY is £136.37 million

Page 45

# Service Specification

The Services Specification defines the services the Councils require from NCT for children and families in Northamptonshire.

The Services in scope are:

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# Performance Framework

The Performance Framework sets out the process through which the Council shall:

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- identify Performance Issues and/or Performance Failures at an early stage so that such matters can be swiftly and amicably resolved

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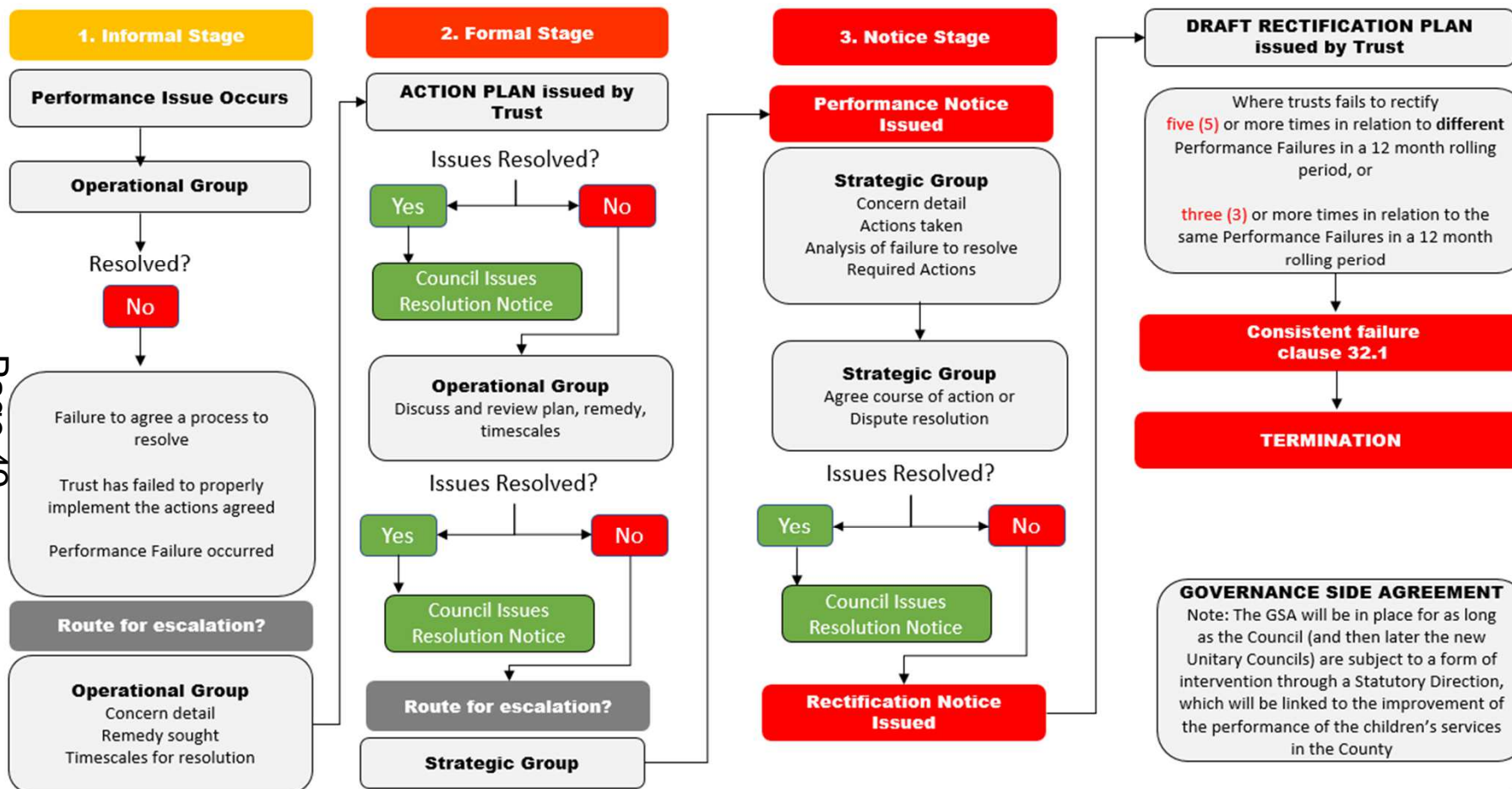
In addition to the contractual KPIs:

- NCT must provide a suite of management information
- There is an aspirational but non-contractual target to achieve Requires Improvement in an Ofsted inspection within three years and Good within five years



# Performance Management Process

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# Governance Arrangements

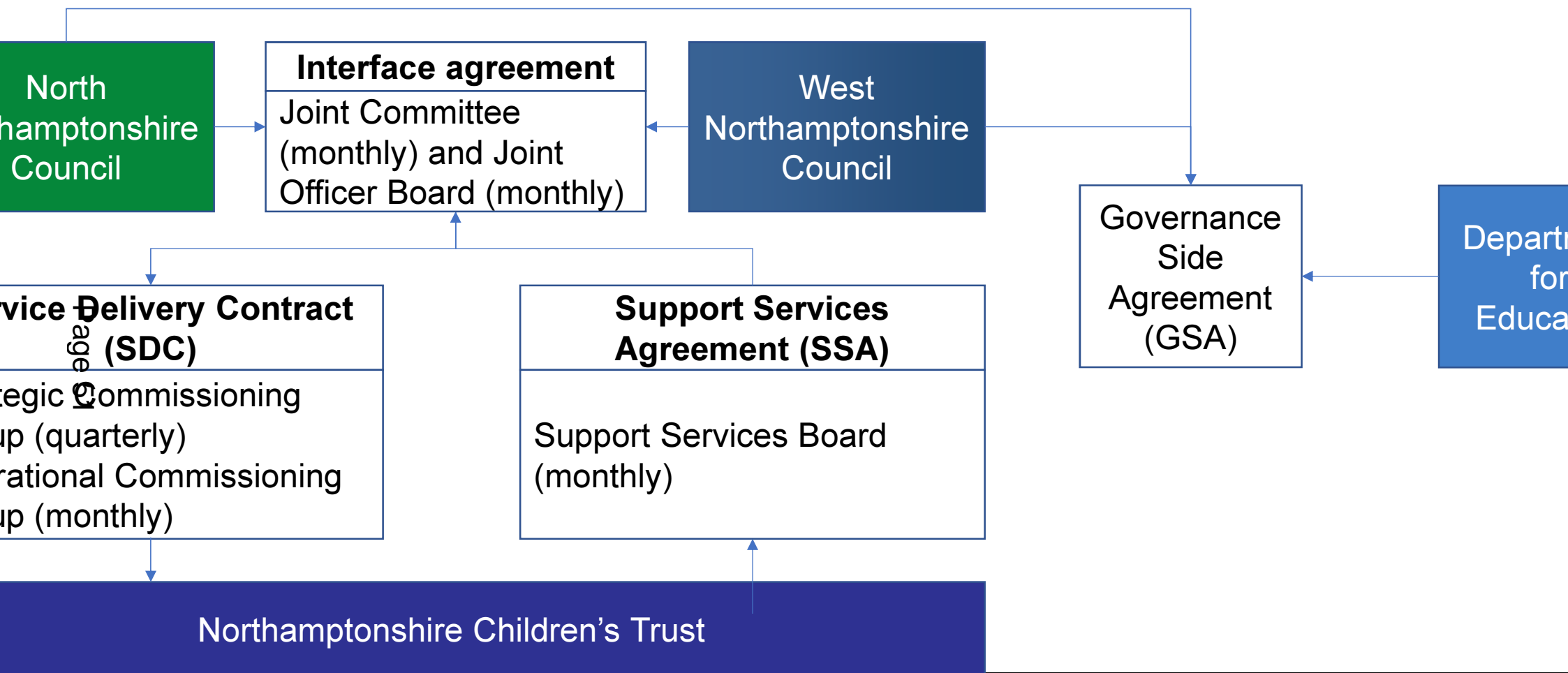
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# Contractual suite of documents



# SDC Governance

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# SSA Governance

Meeting	Roles and responsibilities	Frequency and attendees
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# Background to Joint Committee

Governance arrangements to facilitate the relationship between West and North Northamptonshire Councils in their joint management of the contract with Northamptonshire Children's Trust were agreed as part of the Children's Trust Programme

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This replaced any previous reference to an Inter Authority Agreement

The Joint Committee and Officer Board do not impact upon the arrangements in place as part of the Service Delivery Contract (SDC) or the Support Service Agreement (SSA)

The key responsibilities of the Joint Committee is set out in the following slide



# Joint Committee

Meeting	Roles and responsibilities	Frequency and attendees
<p>Committee</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Page 57</p>	<p>To provide oversight of the relationship between the two councils in relation to the Support Services provided to NCT.</p> <p>To provide governance in respect of the Northamptonshire Children’s Trust Limited company to reflect the role of the two Unitaries as joint members/owners. In particular, joint decision making for the exercise of Council rights under the Articles, NCT’s Business Plan and the Reserved Matters.</p> <p>To oversee the interface between the councils in relation to the effective discharge of the commissioning responsibilities pursuant to the Service Delivery Contract.</p>	<p>Frequency: Initially monthly but to be reviewed within 12 months should it be agreed that quarterly meetings are sufficient to discharge the Unitary responsibilities.</p> <p>Leader of each Council            Children’s Services Portfolio Holder of each Council            One further member from each Council.</p> <p>Substitutes will be permitted in accordance with the rules of each Council.</p> <p>Public meeting.</p>

# Joint Officer Board

Function	Roles and responsibilities	Frequency and attendees
<p>Joint Officer Board</p> <p>Page 58</p>	<p>To manage the matters to be referred to the Joint Committee and ensure that reports and agenda etc provide Members with the information necessary to make effective decisions.</p> <p>Take delegated decisions, where necessary, which are not Executive matters which from time to time fall to be made in relation to the business of the Joint Committee, including any decisions in relation to staffing matters which directly affect both Councils.</p>	<p>The Chief Executives of both Councils. The Director of Children Services the S151 Officer</p> <p>In each case a nominee may be sent in the absence of the relevant officer.</p>