

~~26TH JUNE 2015~~ 9TH JULY 2015 *JS* *AL*

CONTRACT

Between

Sheffield City Council

AND

NORTH YORKSHIRE COUNTY COUNCIL

RELATING TO

THE STEP UP TO SOCIAL WORK PROJECT

Sheffield City Council

Moorfoot Building, Floor 7 North Wing

Moorfoot

Sheffield

S1 4PL

North Yorkshire County Council

THIS DEED is dated the twenty sixth day of June 2015

Parties

- (1) Sheffield City Council of Moorfoot Building, Moorfoot, Sheffield, S1 4PL and¹
- (2) Calderdale Council of Town Hall, Crossley Street, Halifax, West Yorkshire, HX1 1UJ;
- (3) Kirklees Council of Civic Centre 3, Market Street, Huddersfield, HD1 1WG;
- (4) Leeds City Council of Civic Hall, Calverley Street, Leeds, West Yorkshire, LS1 1UR;
- (5) North Lincolnshire Council of Pittwood House, Ashby Road, Scunthorpe, North Lincolnshire, DN13 1AB;
- (6) North Yorkshire County Council of Racecourse Lane, Romanby, North Yorkshire, DL7 8;
- (7) North East Lincolnshire Council of Municipal offices, Town Hall Square, Grimsby, DN31 3HU
- (8) Doncaster Children's Services Trust of Mary Woollett Centre, Danum Road, Doncaster, DN4 5HF
- (9) City of Bradford Metropolitan District Council of Room 202, City Hall, Centenary Square, Bradford, BD1 1HY
- (10) Wakefield City Council of Room 33 Marygates Adult Education Centre, Sandal, Wakefield, WF2 7DQ

¹ add each Authority and give each a name

Purpose

- (A) The Department of Education has funded eighteen regional partnerships of local authorities to work with a University (HEI) to develop and deliver a tailored employer-led Post Graduate Diploma in Social Work incorporating both assessed practice and academic learning requirements
- (B) The Authorities have formed a Regional Partnership in order to participate in the Step up to Social Work Programme.
- (C) The Regional Partnership is receiving funding from the DfE through the Lead Authority
- (D) The Lead Authority has agreed to enter into a number of contracts on behalf of the Regional Partnerships in consideration for the Authorities agreeing to accept reciprocal contract terms and to work with each other pursuant to the terms and conditions of this Contract.
- (E) This Contract is intended to be contractually binding between the parties. It continues the working relationship between the parties as set out in the Terms of Reference and clarifies and confirms the aims, objectives and commitments of the Parties to the Step up to Social Work Project.

This Contract governs the parties' collaboration in relation to the Step up to Social Work Programme.

Definitions

1 Interpretation

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

'**Authorities**' means Sheffield City Council, Calderdale Council, Kirklees Council, Leeds City Council, North Lincolnshire Council, North Yorkshire County Council, North East Lincolnshire Council, Doncaster Childrens Services Trust, City of Bradford Metropolitan District Council, Wakefield City Council

'**Background Intellectual Property**' means any Intellectual Property Rights owned or controlled by one of the Authorities or a party to this Contract prior to the commencement of the Programme.

'Contract' means this agreement and the attached Schedules

'Course' means the employment based Post Graduate Diploma in Social Work that is designed and delivered as part of the Step up to Social Work Project

'Course Materials' mean all Documents, products and materials developed by the University, the Authorities, the Lead Authority or their agents, subcontractors, consultants and employees in relation to the Course in any form, including without limitation computer programs, data, reports and specifications (including drafts).

'Document' includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

'Foreground Intellectual Property' means individually and collectively all Intellectual Property Rights which are conceived and/or made by one or more members or other agents of the parties acting either on their own or jointly with one or more employees of the other party in the performance of the Project.

'HCPC' means the Health Care and Professional Council

'Intellectual Property Rights' means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

'In-put Material' means all Documents, information and materials provided by the DfE relating to the Programme, including computer programs, data, reports and specifications.

'Lead HEI' means Salford University

'Main Agreements' means the contracts that the Lead Authority has entered into on behalf of the Regional Partnership in respect of the Step up to Social Work Programme, attached as Schedules 1 and 2 and 3 hereto

'Material Breach' means any failure to perform that permits the other party to the contract to either compel performance, or collect damages because of the breach. In determining whether a failure to render or to offer performance is material, the following circumstances are significant: (a) the extent to which the affected party will

be deprived of the benefit which they reasonably expected; (b) the extent to which the affected party can be adequately compensated for the part of that benefit of which they will be deprived; (c) the extent to which the party failing to perform or to offer to perform will suffer forfeiture; (d) the likelihood that the party failing to perform or to offer to perform will cure his failure, taking account of all the circumstances including any reasonable assurances; (e) the extent to which the behaviour of the party failing to perform or to offer to perform comports with standards of good faith and fair dealing.

'Project' means the project as described in Schedule 1.

'a regional partnership' means a partnership of Local Authorities that has been funded by the DfE under the Step up to Social Work Programme to develop a work based Social Work Post graduate Diploma in conjunction with one of the Lead HEI's;

'Regional Partnership' means the Lead Authority and the Authorities;

'Step Up to Social Work Programme' means the programme, funded by the DfE, to develop and deliver a tailored employer-led training programme for social workers, incorporating both assessed practice and academic learning requirements. The DfE has appointed the Lead HEI's to work with 18 regional partnerships to design a post graduate diploma in social work that is unique to their partnership. Each of the Local Authorities within a regional partnership will take on an agreed number of Trainees. Each regional partnership will work with one of the Lead HEI's to ensure that all delivery of the academic modules is by a training provider that meets the quality assurance criteria of the University and the HCPC. Upon successful completion, Trainees will be awarded a Post Graduate Diploma in Social Work.

'Terms of Reference' means the Terms of Reference agreed between the parties and attached as Schedule 4 hereto

'Trainees' means the trainees appointed by any of the Authorities or the Lead Authority under the Step up to Social Work Programme

'the University' means University of Salford

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.
 - 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
 - 1.4 The schedules, annexes and background form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the schedules, annexes and background.
 - 1.5 Words in the singular shall include the plural and vice versa.
 - 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
 - 1.7 A reference to writing or written includes faxes but not e-mail.
 - 1.8 Where the words include(s), including or in particular are used in this Contract, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
 - 1.9 Any obligation in this Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.
 - 1.10 References to clauses and schedules are to the clauses and schedules of this Contract.
- 2 Commencement and Duration**
- 2.1 This Contract shall commence on 11th January 2016 and shall continue until all the Trainees have either have completed the Course or withdrawn from the Step up to Social Work Programme
- 3 Working in Partnership**
- 3.1 The parties will work together in partnership to achieve the outcomes set out in the Main Agreements and shall:
 - 3.1.1 work in good faith with the other parties towards the mutual advantage of the Regional Partnership

- 3.1.2 meet and fulfil the Key Tasks of the Regional Partnership in accordance with the Terms of Reference
- 3.1.3 discuss and identify any risks and issues and agree mitigation actions;
- 3.1.4 provide relevant information to each other in timely manner. Relevant information shall include, without restriction or limitation:
 - 3.1.4.1 early warning of any Trainee dissatisfaction or any Trainee who indicates that they might want to defer
 - 3.1.4.2 actual failure by a party or its contractor in meeting their obligations under this Contract;
 - 3.1.4.3 any other information that could reasonably be expected to impact upon this Contract/the parties to this Contract;
- 3.1.5 take all reasonable steps to mitigate any losses arising from a party's failure under this Contract.

4 Terms of the Main Agreements

- 4.1 The Authorities accept the obligations and liabilities set out in the Agreement between the Lead Authority and the DfE and shall use their reasonable endeavours to work with the Lead Authority to meet the obligations. In particular the Authorities agree to take on the Trainees specified in Schedule 1 hereto
- 4.2 The Authorities accept the obligations and liabilities set out in the Agreement between the Lead Authority and the University and shall use their reasonable endeavours to work with the Lead Authority to meet the obligations.
- 4.3 The Lead Authority shall notify the Authorities designated officer, in writing, of any breach or anticipated breach of contract, whether Material Breach or otherwise, within 7 working days of first becoming aware of such breach.
- 4.4 Any party to the Contract may require the Lead Authority to take reasonable action to enforce the rights of the Lead Authority under the Main Agreements

5 Joint and Several Liability

- 5.1 Save for any contact of training obligations to the Trainees, the Authorities shall be jointly and severally liable for any breach of the obligations or warranties set out in the Main Agreement.

6 Contract Funding

- 6.1 The Lead Authority shall receive monies set out in Schedule 3 hereto on behalf of the Regional Partnership and shall
- 6.1.1 hold all monies received from DfE or otherwise received on behalf of the Regional Partnership under the Step up to Social Work Programme from its other accounts, in a bank account that has been set up to hold monies on behalf of the Regional Partnership
- 6.1.2 account for any interest accruing from the monies under 6.1.1 and apportion such interest equally amongst the parties to this Contract
- 6.1.3 make payments to the Authorities in accordance with the payment schedule set out in Schedule 3 hereto
- 6.1.4 chase any late payments from the DfE
- 6.1.5 establish and maintain records of payment instalments of any monies received from the DfE or otherwise received on behalf of the Regional Partnership under the Step up to Social Work Programme and records of how such monies have been utilised on an Authority by Authority basis;
- 6.1.6 maintain a system of internal financial control in relation to monies received on behalf of the Regional Partnership under the Step up to Social Work Programme (including but not limited to the prompt payment of creditors of the Lead Authority), details of which shall be made available to the Authorities where necessary and on request.

7 Termination

- 7.1 Any party may terminate this Contract without liability to the other parties and without prejudice to any other rights or remedies which the parties may have, on giving the other parties not less than 3 months' written notice or immediately on giving notice to the other parties if:
- 7.1.1 the Lead Authority, having received funds on behalf of the Regional Partnership fails to pay any amount due under this Contract on the due date for payment and remains in default at least 30 working days after being notified in writing to make such payment; or
- 7.1.2 any party commits a Material Breach of any of the terms of this Contract and (if such a breach is

remediable) fails to remedy that breach within 30 working days of that party being notified in writing of the breach; or

- 7.1.3 any party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
- 7.1.4 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
- 7.1.5 a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
- 7.1.6 a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 working days; or
- 7.1.7 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

7.2 On termination of this Contract for any reason, each Authority shall immediately deliver to the Lead Authority:

- 7.2.1 all In-put Material and all copies of information and data provided by the DfE to the Lead Authority for the purposes of the Main Agreements. The Authorities shall certify to the Lead Authority that they have not retained any copies of In-put Material or other information or data, except for one copy which the Authorities may use for audit purposes only and subject to the confidentiality obligations in the Main Agreements; and
- 7.2.2 all specifications, programs (including source codes) and other documentation comprised in the Course Materials and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to the DfE (to the extent that they have not already done so by virtue of the Main Agreements), and the Lead Authority shall be entitled to make arrangements to enter the premises of the Authorities to take possession of them. Until they have been returned or reprocessed, the Authorities shall be solely responsible for their safe keeping.

7.3 If this Contract is terminated in accordance with clause 7.1 above, the Lead Authority shall only be obliged to make payments of the amounts referred to at clause 6 only in so far as they have fallen due up to and including the termination date of this Contract.

8 Freedom of Information

Nothing in this Contract shall be interpreted so as to contravene any of the provisions of the Freedom of Information Act 2000.

9 Force majeure

9.1 No party shall be liable for any delay in performance, or in the case of the Lead Authority, any delay in making payments, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including terror, strikes, lockouts or other industrial disputes (whether involving the its workforce or the workforce of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of by either party or its subcontractors. None of the parties will be in breach of this Contract to the extent that any failure to fulfil obligations under this Contract is caused by such circumstances outside its reasonable control.

10 Variation

No variation of this Contract or of any of the documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

11 Waiver

Failure to exercise, or any delay in exercising, any right or remedy provided under this Contract or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

11.1 No single or partial exercise of any right or remedy provided under this Contract or by law shall preclude or restrict the further exercise of that right or remedy.

11.2 A waiver (which may be given subject to conditions) of any right or remedy provided under this Contract or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently

relying on the right or remedy in other circumstances.

11.3 Unless specifically provided otherwise, rights arising under this Contract are cumulative and do not exclude rights provided by law.

12 Severance

12.1 If any provision of this Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12.2 If a provision of this Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13 Entire Contract

13.1 This Contract constitutes the whole Contract between the parties and supersedes any previous arrangement, understanding or Contract between them relating to the subject matter of this Contract.

13.2 Each party acknowledges that, in entering into this Contract, it does not rely on any statement, representation, assurance or warranty ("**Representation**") of any person (whether a party to this Contract or not) other than as expressly set out in this Contract or those documents.

13.3 Nothing in this clause shall limit or exclude any liability for fraud.

14 Assignment

14.1 The Authorities shall not, without the prior written consent of the Lead Authority, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Contract.

15 Rights of third parties

A person who is not a party to this Contract shall not have any rights under or in connection with it.

16 Notices

- 16.1 Any notice, consent or the like (in this clause referred to generally as 'notice') required or permitted to be given under this Contract shall not be binding unless in writing.
- 16.2 Notice may be given personally or sent to the party to be notified by pre-paid first class post or facsimile transmission, sent to its address or number as set out above or otherwise notified for purposes of this clause 16.
- 16.3 Notice given personally shall be deemed given at the time of delivery.
- 16.4 Notice sent by post in accordance with this clause shall be deemed given at the commencement of business on the second business day next following its posting.
- 16.5 Notice sent facsimile transmission/email in accordance with this clause 24 shall be deemed to be given at the expiry of 24 hours from the time of transmission to the correct facsimile number of the addressee. A notice required to be given under or in connection with this Contract shall not be validly served if sent by email.
- 16.6 Responses to notifications shall be issued by receiving party to issuing party within 14 days following the date of receipt of notification

17 Dispute resolution

17.1 In the event that the Lead Authority is notified of any dispute under the Main Agreements, it shall notify the Authorities in writing, within 28 days of becoming aware of such dispute any dispute or difference shall be first referred to a meeting of each of the Parties involved in the dispute and the Lead Authority. Such meeting shall be convened by the Lead Authority within 7 working days of being made aware of a dispute or difference. The Parties agree to discuss and, in good faith, attempt to resolve any such dispute or difference in accordance with the spirit of partnering described in clause 3. In the event that the relevant Parties are unable to resolve the dispute then the matter shall be referred to the chief executives of each of the Parties involved in the dispute and the Lead Authority who shall try to resolve the dispute by agreement. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Dispute resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing ('**ADR notice**') to the other party requesting mediation. A copy of the request shall be sent to CEDR Solve. The mediation shall start not later than 30 working days after the date of the ADR notice.

17.2 No party may commence any court proceedings in relation to any dispute arising out of this Contract until it has attempted to settle the dispute by negotiation as set out in 17.1 and if that is not successful by mediation as set out in 17.2 and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

18 Governing law and jurisdiction

18.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.

Executed as a deed by

The common seal of Sheffield City Council

was hereunto affixed in the presence of:

D Mercer

.....

Deborah Mercer, Asst Director of Childrens Services

Sheffield City Council

26th June 2015



The common seal of North Yorkshire County Council

was hereunto affixed in the presence of:

Director of xxxxxx

Date

[Signature]
**AUTHORISED
SIGNATORY**



Schedule 1

The Programme

The Step Up to Social Work Programme will develop and deliver a tailored employer-led training programme for social workers, incorporating both assessed practice and academic learning requirements. Upon successful completion, trainees will be expected to be awarded a Post Graduate Diploma in Social Work. The programme aims to be one component of the strategy to increase the supply of social workers, raise standards and strengthen the workforce.

The programme objectives are:

- to design and deliver a selection process that provides up to 200 trainees capable of completing a Social Work Post Graduate Diploma.
- to design and deliver an approved Social Work Post Graduate Diploma programme that allows trainees to complete within 14 months.
- to identify Regional Partnerships across England that can provide practice placements and learning support for Post Graduate Diploma trainees throughout the length of the course.
- to identify and provide robust support arrangements for each of the trainees throughout their degree programme.
- to deliver trainees qualified with a Post Graduate Diploma in Social Work that is capable of filling social work vacancies within local authorities.
- to deliver evaluation and learning from the programme that helps to inform and develop future Social Work training, recruitment and selection practices.

Authority	Number of Trainees
City of Bradford Metropolitan District Council	4
Calderdale County Council	4
Doncaster Children's Services Trust	4
Kirklees Council	4
Leeds City Council	12
North East Lincolnshire Council	2
North Lincolnshire Council	4
North Yorkshire County Council	4
Sheffield City Council	10
Wakefield City Council	2

TOTAL 50 places

Schedule 2

The Main Agreements

Enclosed is the contract for services relating to Step Up to Social Work, a Practice led Programme for Professionals between the Department of Education and Yorkshire and Humber side Partnership (Refer to reference 1).

The contract and academic memorandum agreed between University of Salford and the Yorkshire and Humberside Partnership will be distributed for your reference once finalised.

Details of Grant Allocations - Step Up to Social Work Programme 2015-16 - Ref: CSDSD2/2015/YH- Sheffield City Council - Yorkshire and Humberside Regional Partnership

Cohort four

On 10 June 2014, The Department for Education confirmed its intention to run a fourth cohort of the Step Up to Social Work programme. The recruitment process commenced on Monday 16 March 2015 and will run through to mid-November 2015 concluding with the offer by regional partnerships and acceptance from successful candidates of places on the course. Candidate training on the programme commences January 2016.

The programme provides an accelerated entry route into social work for high-achieving graduates and career changers. SUSW is delivered through the development of a bespoke work-based 14 month postgraduate diploma programme, led by groups of local authorities working in regional partnerships and contracting with HEIs. Award of the diploma enables candidates to apply to the Health and Care Professions Council to register as a qualified social worker. The scheme will continue to target high calibre individuals who already have experience of working with children and young people, and who want to train as social workers. Evaluation of previous cohorts shows an average 80% conversion rate to social worker posts on completion of the programme and very positive views about the quality of the training.

DfE provides funding through the lead authority for the partnership to organise and help fund all aspects of training and provide each trainee with a bursary of at least £19,833.00 over the 14 months of their training. 15 bursary payments will

be made between January 2016 and March 2017.

Cohort 4: list of objectives for which the grant is being paid for the Step Up to Social Work Programme.

Objective/Activity	Date to be completed by/between
Successful applications available to be accessed/requested by RPs for pre-assessment centre stage (electronic/ paper format)	23 March – June 2015
Assessment centres	22 June - 17 July 2015
Successful applicants invited to confirm place on course	July 2015
RPs perform necessary checks on successful applicants	From late July 2015
To supply an outline programme for Step Up to Social Work which outlines how and where the Knowledge and Skills have been embedded into the academic and practice curricula and how the regional partnership intends to monitor that this is working successfully.	31 October 2015
Contractor manages the reserve pool of candidates to fill as many places as possible	July-November 2015
Partnerships confirm HCPC	By November 2015 latest

approval for programme	By end of November 2015
To provide a description of the placements offered to Step Up to Social Work Programme trainees and the host organisations and a confirmation of at least one and preferably to fulfill the requirements of a statutory placement*	
Step Up to Social Work programme starts	January 2016

*We define statutory placements as those that:

- take place in a local authority setting; and
- involve work on S17 and S47 cases (under the Children Act 1989); and
- require case records to be updated by the student, under appropriate supervision.

Grant Payment Schedule: Step Up to Social Work Programme. Ref: CSDSD2/2015/YH - Sheffield City Council - Yorkshire and Humberside Regional Partnership

Financial year 2015-16

Cohort four

Step Up to Social Work will run as part of the Programme Grant Agreement between DfE and local authorities. DfE funding will be allocated through the lead local authority of each regional partnership.

- Funding to each regional partnership for establishing and administering the regional partnership of local authorities and their selected HEI provide :

- £35,000 (2015 – 16 only)
- Funding made to each regional partnership for making delivery arrangements with an HEI provider.
 - £10,000 (2015 – 16 only)
- This will be paid in a single instalment upon return of the following:
 - A signed copy of the 2015-16 grant agreement
 - A copy of the signed agreement between local authorities in your partnership for cohort 4 (E.g. inter-LA contract or memorandum of understanding)
 - A copy of the signed contract between the regional partnership and the HEI(s) for cohort 4
- Funding of £33,250.00 per candidate, which consists of:
 - £19,833 for trainee bursary
 - £1,750 for support and development of supervisors
 - £11,667 for HEI training delivery costs.

The funding below will be made in monthly instalments upon commencement of the January 2016 cohort, to the amounts set out in the table below . **Please note that this grant agreement only covers funding available in 2015-16. Subject to the availability of funding, a formal grant variation will be issued in due course to cover financial year 2016-17:**

Per candidate costs	For full 14 month course	15 Monthly payments per candidate for January 16 - March 2017 inclusive
Funding to deliver a bursary of £17k pa	£19,833.00	£1322.20

Funding of £11,667 per trainee to allow the local authorities to procure the course from their chosen HEI	£11,667.00	£777.80
Funding of £1,750 per trainee to cover the supervision and support that hosting authorities provide during the programme	£1,750.00	£116.67
SUBTOTALS	£33,250.00	£2,216.67

The first payment will be distributed following the registration of candidates on the portal (or as notified if reviewed), in January 2016. The remaining instalments will be released when lead authorities certify candidates that are still on their courses at the monthly payment points. The final instalment will be paid in March 2017. If a candidate withdraws from the course their funding ends.

Lead local authorities engaged with the project will be prompted to confirm the participation of their candidates at monthly intervals from January 2016, via the portal (or as notified if reviewed), to activate their funding payments.

Cohort 4 of Step Up to Social Work will start in January 2016 and run to March 2017.

Funding will also be reliant on Regional Partnerships providing quarterly reports in an agreed template, including the following points:

- Names of candidates withdrawn from the programme and the reason why
- Details regarding placement positions for all candidates
- Modules completed by candidates
- Any issues of concern

At the end of the cohort 4 programme, regional partnerships are required to provide the Department for Education (when

prompted) details of graduates who have completed the programme and if known, the number of Step Up graduates who are employed within Child and Family Social Work.

Regional Partnerships are required to inform the Department for Education of any changes to the leadership structure within partnerships.

Organisations claiming the grant for Step Up to Social Work do so on the understanding that they may be contacted from time to time by DfE or its agents to assist with any evaluative work being undertaken on the programme.

Schedule 3

The first payment will be distributed to the lead authority following the registration of candidates on the portal by the lead authority (or as notified if reviewed), in January 2016. The remaining installments will be released when the lead authority certifies candidates that are still on their courses at the monthly payment points. The final installment will be paid in March 2017. **If a candidate withdraws from the course their funding ends.** If they have been overpaid by the host authority then it is the responsibility of the host authority to recover the overpayment.

Lead local authorities engaged with the project will be prompted to confirm the participation of their candidates at monthly intervals from January 2016, via the portal (or as notified if reviewed), to activate their funding payments.

Local Authorities within the partnership must notify the lead authority of participation of their candidates at monthly intervals from January 2016.

Payments to Local Authorities within the Regional Partnership by the Lead Authority
 Payment to North Yorkshire County Council - 4 places - 15 payments made monthly to each host authority from
 January 2016-March 2017

Invoice Date	January monthly March 2017	2016 until	Total
Trainee Bursary of £17k per annum (£19833 for 15 months) £1322.20 per trainee	£5288.80		£19833 x 4 places = £79332
Supervision and support costs for hosting placements per trainee £116.67 x 15 months	£466.64		£1750 x 4 places = £7000
TOTAL	£5755.45		£86332

Schedule 4

Terms of Reference

STEP UP TO SOCIAL WORK YORKSHIRE AND HUMBER PARTNERSHIP TERMS OF REFERENCE

1. CONSTITUTION

- 1.1 This Group shall be known as the Yorkshire and Humber Partnership.

2. ROLE OF GROUP

- 2.1 The role of the Yorkshire and Humber Partnership is to actively manage the strategic development and operational implementation of the Step up to Social Work Pilot. It will ensure that the programme is delivered locally to the highest standards and to timescales outlined in the project plan.
- 2.2 The Group will work closely with partner organisations and stakeholders including the DfE (DfE) and Salford University (lead Accredited HEI)

3. MEMBERSHIP

3.1 Composition of Membership

The membership of this group will consist of:

- Calderdale Council
- Bradford Council
- Doncaster Children's Services Trust
- Kirklees Council
- Leeds City Council
- North Lincolnshire Council
- North East Lincolnshire Council
- North Yorkshire Council
- Sheffield City Council
- Wakefield MBC

3.2 Representatives of member local authorities

Each member authority is required to identify two representatives, a social work trained service representative and a workforce development representative.

3.3 Chair

North Yorkshire County Council

Step-Up to Social Work

The Chair of the Group will be Sheffield City Council as lead authority in the Yorkshire and Humber Partnership.

3.4 Attendance at meetings and Nominated Deputies

Members will be expected to routinely attend meetings and workshops and to contribute to delivering the tasks, discussions and thinking in driving forward the Programme. If any members cannot attend a meeting, a nominated Deputy should be sent.

3.5 Attendance by other parties

It will be necessary to invite colleagues from Salford University to the meetings. They will attend the meetings in line with their specific responsibilities and areas of expertise to advise the group. They will not be involved in decision making processes where decisions need to be taken.

4. QUORUM

4.1 Attendance at meetings

It is expected that each member authority sends at least 1 representative to each partnership meeting or workshop. In the event of individual LA's being unable to attend a particular meeting, they will be required to provide information to the Chair on agenda items where decisions need to be taken to enable their views to be incorporated into the decision making process.

There is no minimum Quorum of Members required to be present at each meeting. Provided that each member authority has received information in advance of the meeting and had opportunity to provide information to the Chair then decisions taken at meetings will be approved to apply across the partnership.

4.2 Responses to e-mails

Documents and e-mails with proposals for the partnership to consider may be circulated by the Chair to individual member authorities. Documents or proposals requiring a response from individual authorities will be clearly marked, with a deadline provided for response. Non response will be seen to indicate approval from an individual authority for the document or proposal.

5. FREQUENCY OF MEETINGS

5.1 The partnership will meet on a bi-monthly basis. The meetings will be convened by the Chair of the group or nominated deputy in discussion members of the partnership.

5.2 The Chair will provide an agenda and papers for each meeting and undertake to ensure that the meetings are appropriately recorded and that minutes are circulated to members of the partnership within 5 working days.

Step-Up to Social Work

- 5.3 Additional workshops will be convened to address specific issues related to the Step up to Social Work programme. Workshops will be convened between the bi-monthly partnership meetings if required.

6. LOCATION OF MEETINGS

- 6.1 The bi-monthly partnership meeting will be held in Leeds as a central venue. Workshops will be held as and when required. Other meetings or events, which members of the partnership may need to attend, may be at alternative locations around the country.

7. KEY TASKS

7.1 Key tasks of the Yorkshire and Humber Partnership

1. To manage the strategic development of the programme in the Yorkshire and Humber partnership
2. To oversee the operational implementation of the programme
3. To work closely with stakeholders and provide information on progress in relation to the Programme and relevant milestones
4. To develop a work plan for the programme and ensure its implementation to timescales
5. To identify risks or barriers to implementation and ensure controls are in place to mitigate against them
6. To work in partnership with Salford University to develop and design course proposals and delivery mechanisms to be completed by the end of March 2015.
7. To work with Penna, in the recruitment process of SW trainees and employ an agreed number of candidates within the region.
8. To develop consistent contracting arrangements for employment across the partnership where possible
9. Sheffield City Council, as lead authority in the partnership will oversee the financial management of the funding provided for the pilot, in partnership with the other regional partners
10. To ensure governance arrangements with clear lines of accountability and decision making both internally and externally are established, understood, agreed and maintained.
11. To ensure that appropriate systems are in place to provide the required information and data to measure the inputs, outputs and outcomes of the programme as required by the DfE.
12. To champion and raise awareness of the pilot at both a strategic and operational level within individual Local Authorities.

Step-Up to Social Work

13. To participate in ongoing evaluation of the programme by the range of stakeholders involved.

8. AREAS OF RESPONSIBILITY

8.1 Responsibilities of the Yorkshire and Humber Partnership

The remit for the Yorkshire and Humber Partnership will encompass responsibility for monitoring achievement and compliance with the following:

- Production of an up to date work plan
- Implementation of the work plan
- Determining the roles that individual members of the Yorkshire and Humber Partnership might be to be allocated in order to implement the work plan
- Development of course proposals and delivery arrangements
- Supporting local monitoring of the delivery of the programme through feedback with the University of Salford.
- Involvement in the recruitment , selection and employment of trainee Social workers
- Identification and management of risks and maintenance of a risk register
- Communication with local governance boards about the project and its progress, for example Children's Trust boards
- Informing the delivery team via the regional advisor of any risk that may compromise the development or delivery of the programme
- Ensuring appropriate communication with all relevant stakeholders (such as notes of meetings, notification of meetings, agenda items, raising concerns etc.)
- To ensure that the views of service users inform the development of the Step up to Social Work programme in the Yorkshire and Humber Partnership.

8.2 Responsibilities of individual member authorities

- To undertake to attend all meetings and workshops of the Yorkshire and Humber Partnership, or arrange for comments and views on agenda items to be provided to the chair in advance of the meeting.
- To respond to reasonable requests for information related to the step up to social work programme from the lead authority, DfE, Penna or University of Salford.
- To provide feedback to the lead authority on documents and proposals circulated by e-mail outside of the formal partnership meeting structure.
- To update the lead authority on changes of representation and lead contacts within individual member authorities.
- To undertake specific tasks on behalf of the Yorkshire and Humber partnership on a local level that contributes to the overall aims of the partnership.
- To ensure that the views of service users inform the decisions and views of the individual member authority on key elements of the Step up to Social Work Programme.

Step-Up to Social Work

9. REPORTING ARRANGEMENTS.

9.1 The Yorkshire and Humber Partnership will report to:

- Their local governance boards on a individual local authority basis.
- The Chair of the partnership shall circulate the agenda for partnership meetings and papers 1 week before the meeting where possible. Minutes of the meetings to be circulated to all members within 5 working days.
- Individual authorities who are unable to attend a particular meeting, will be required to provide information to the Chair on agenda items where decisions need to be taken to enable their views to be incorporated into the decision making process

10. REVIEW

10.1 The terms of reference will be reviewed in September 2015 to ensure that they still meet the requirements of the Yorkshire and Humber Partnership.

Appendix 1

PROGRAMME OUTCOMES

- Sufficient numbers of candidates are recruited for each partnership region and include people for whom other training courses would not have suited their needs
- Candidates are from diverse backgrounds and have a range of experiences from other roles
- Sufficient numbers of suitable employment based placements are identified within the regional partnership
- Candidates successfully enrol into the initial training programme and the majority are awarded a Post Graduate Diploma in Social Work
- Local authorities will fill vacancies by employing the newly qualified social workers
- Strong working relationships between the stakeholders have been established and will provide a collaborative basis on which workforce and other issues can be addressed
- The project meets the key milestones for accreditation and is delivered within defined timescales
- The quality of the course produces high calibre and impressive social workers