

South Yorkshire RAA Terms of Reference- Revised March 2023
(One Adoption South Yorkshire)

This governance structure provides a structure for the continuing development and delivery of the South Yorkshire Regional Adoption Agency 'SYRAA'.

The SYRAA is an agreement between the following Local Authorities:

- i. City of Doncaster Council;
- ii. Barnsley Metropolitan Borough Council;
- iii. Rotherham Metropolitan Borough Council; and
- iv. Sheffield City Council

Together known as the "Partner Agencies".

This Schedule will be subject to revision through the operation and decision-making process of the Head of Service for the SYRAA ("Head of Service") and the SYRAA Governance Board ("Governance Board").

Purpose and Objectives

The following principles were agreed at the SYRAA's inception and SYRAA governance will ensure that there is:

- (i) strategic oversight and direction of the SYRAA;
- (ii) a clear definition of roles and responsibilities at organisation, group and individual level; and
- (iii) a clear structure for coherent, timely and efficient decision-making.

Key features of the SYRAA governance arrangements are:

1). Head of Service

The Head of Service, appointed by the City of Doncaster Council (the "Host Agency") shall provide overall strategic oversight and direction to SYRAA.

The Head of Service shall be line- managed by the Assistant Director for Children, Young People and Families for the Host Agency in accordance with the terms as set out in the Business Case and the Agreement with its Schedules.

The Head of Service will report to and is accountable to the Governance Board.

The Head of Service will also report to:

- The 4 local corporate parenting boards; and
- The 4 local scrutiny panels.

The Head of Service will provide strategic management and will provide assurance to the SYRAA that key aims and objectives are being met and that the SYRAA is performing within the boundaries set by the Governance Board.

2).The Governance Board

The Governance Board is constituted by the appointment of one representative from each Partner Agency at Senior Management level, either the Director of Children's

Services or the Executive Director of Children's Services. Partner Agency representatives must have decision-making capabilities at the highest level. The Partner Agency members will have voting rights at the Governance Board.

Representatives will also be included from:

- Adoption UK
- Health
- Education
- Voluntary Alliance
- Adopters and other service users

These representatives will be non-voting members.

The Chief Finance Officer for the SYRAA ("CFO") and the Head of Service will also be members of the Governance Board as non-voting members.

The Voluntary Adoption Agency ("VAA") representatives will not be entitled to a vote.

Aims of the Governance Board

The aims of the Governance Board include:

- To provide oversight, strategic direction and decision making for the SYRAA (to be known as OASY) on behalf of the members.
- To maintain links with interested parties in their own organisations
- To include decisions in regards of direction and constitution of the staff employed by the Host Agency to work on behalf of the SYRAA
- To ensure there is a coherent vision and strategy for the SYRAA and ensure the strategic vision is delivered
- To ensure regular and robust monitoring of performance and service delivery of SYRAA
- To represent the interests of all Partner Agencies in respect of governance and accountability
- Act as a consultative body, performing a check and challenge function to the Head of Service.
- Monitor the monthly initially then bi-monthly and eventually quarterly performance and financial targets.
- Assist in the completion of an annual review and approve the annual report
- Each representative will brief practitioners within their portfolio of responsibility, local council members and local scrutiny groups as appropriate.
- Each representative will report to their respective Council their own findings from the SYRAA annual report.

Financial Responsibilities of the Governance Board

- To ensure the solvency of the SYRAA
- To ensure the SYRAA complies with legal and statutory responsibilities
- To safeguard SYRAA assets
- To ensure the effective and efficient use of SYRAA resources
- To ensure that financial control systems are in place and working effectively
- To approve the annual financial statements and the annual budget
- To appoint the SYRAA's internal and external auditors

- To approve contracts over £20,000 (excluding inter agency placements) in accordance with the Scheme of Delegation.

Structure of the Governance Board/Voting Rights

- The Board will be supported by the SYRAA Business Manager (appointed by the Host Agency) and in their absence the Host Agency will provide business support on behalf of the Partner Agencies.
- Each voting Partner Agency representative will have one vote and all proposals should be made by one partner (at least) and seconded by one partner.
- Decisions will be made on a majority vote of those partners present.
- The Host Agency will chair the Governance Board initially and after 12 months the Governance Board Chair could be rotated on a 12 monthly basis if agreed by the Governance Board. The Governance Board Chair cannot also act as a Partner Agency representative at the Governance Board meetings.
- A Vice Chair will be chosen by the existing Governance Board.
- The Governance Board Chair shall have the casting vote.
- The Governance Board Chair shall have regard for the overall interests of the service not the Partner Agency they represent.
- The Vice Chair will be appointed annually
- A meeting of the Governance Board shall be quorate if 75% of its members who are entitled to vote are present.
- Each member will appoint a proxy member to attend in their absence. The proxy member must have delegated authority. If either the member or proxy cannot attend the Governance Board meeting, then a written submission will be considered.
- Governance Board membership is to be agreed annually in accordance with the terms of the Partnership Agreement.

Governance Board Members agree to:

- Commit to attend at least 5 Governance Board meetings per year or proxy in their absence.
- Commit to not using a proxy for two Governance Board meetings in a row.
- Communicate and promote the SYRAA within their organisations.

Structure of the meetings

- Meeting dates will be agreed twelve-months in advance.
- Governance Board Meetings will be held monthly and then bi-monthly then quarterly. The point at which meetings become quarterly will be determined by the Governance Board.
- Agendas and papers will be circulated 5 working days before the meeting by the SYRAA Business Manager
- The agenda will be set by the Governance Board Chair in conjunction with the Head of Service
- Minutes will be taken of Governance Board meetings and decisions recorded for review.
- Completed minutes will be submitted for agreement at the following meeting.
- Once agreed minutes will be made available to Governance Board members and shared with SYRAA staff and adopters via the SYRAA web-site.

Delegated Decision-making

Finance

See Appendix 2i

Staffing

See Appendix 2ii

Responsibilities of Governance Board Members to report back to their individual Boards

Governance Board members will be responsible to their Local Corporate Parenting Boards and Scrutiny Boards for the activities of the SYRAA on behalf of local children and families.

Each representative will brief their portfolio members and scrutiny groups as appropriate regarding the activities and performance of the SYRAA.

Each representative will report to their own Council or Agency their own findings from the SYRAA Annual Report

Declarations of Interest and Registrations of Governance Board Member Interests

These will be deemed to have been declared as part of Governance Board members employment with their respective authorities.

VAA Board members, adopter representatives, Health and Education representatives may be asked to withdraw from sections of the meeting where information may be sensitive. This will be at the discretion of the Governance Board Chair.

3). Adoption Support Sub-Board

Membership:

- Head of Service
- Service Manager for Adoption Support
- Virtual Heads Representative
- Health Representative
- Adopter-Voice and Adopter Engagement Officer
- Adopter representative from each local authority area

The purpose and role of the meeting is to:

Provide a forum for a proactive dialogue between local partners, adopters and OASY to identify adopter support provision across South Yorkshire and ensure adopters are able to gain access, identify any gaps in provision and plan collectively to address those gaps.

Accountability and Responsibility:

Members commit to attending meetings or nominate a suitable substitute who can attend in their place who will be expected to make decisions as needed. All members of the meeting will be responsible for reporting to their own organisations, through their respective governance arrangements.

This meeting reports through to the SYRAA Governance Board which provides oversight of the SYRAA. Where there is an issue that cannot be resolved at this meeting and a decision cannot be reached the matter will be taken for further discussion and decision at the Governance Board.

Meetings

- Shall be quarterly initially but may be determined to be more frequent or less frequent but no less than bi annually.
- The Head of Service will act as Chairperson for ongoing meetings
- The Business Support Manager will be responsible for agreeing meeting agendas with the Head of Service and approving minutes for circulation.
- Agendas and papers for the meeting will be sent out by the Business Support Manager at least two working days prior to the meeting in order to provide time for members to read them and identify actions for their own organisations.

4). Operational Leads Meeting

Membership:

- Head of Service
- Senior representative from each local authority with a lead on adoption.
- Service Managers from OASY and Service Managers responsible for adoption within the Local Authorities
- Business Support Manager

The purpose and role of the meeting is to:

- To provide a forum for a proactive dialogue between the local authority and SYRAA to improve the outcomes for children, birth parents and adopters across South Yorkshire.
- To make decisions regarding streamlining to improve processes and systems at the interface between each Partner Agency and SYRAA to prevent delay for children and to improve performance and efficiency.
- To discuss and agree decisions regarding the Business Plan for clarity as the work progresses.
- To discuss interface and services provided by partners that impact both on the Partner Agency and SYRAA regarding adoption.

Accountability and Responsibility:

Members commit to attending meetings or nominate a suitable substitute who can attend in their place who will be expected to make decisions as needed. All members of the meeting will be responsible for reporting to their own organisations, through their respective governance arrangements.

This meeting reports through to the SYRAA Governance Board which provides oversight of the SYRAA. Where there is an issue that cannot be resolved at this

meeting and a decision cannot be reached the matter will be taken for further discussion and decision at the Governance Board.

Meetings

- Shall be quarterly initially but may be determined to be more frequent or less frequent but no less than bi annually.
- The Head of Service will act as Chairperson for ongoing meetings
- The Business Support Manager will be responsible for agreeing meeting agendas with the Head of Service and approving minutes for circulation.
- Agendas and papers for the meeting will be sent out by the Business Support Manager at least two working days prior to the meeting in order to provide time for members to read them and identify actions for their own organisations.

5). SYRAA Senior Leadership Team Meetings

Membership

- Head of Service
- 3 SYRAA Service Managers
- SYRAA Business Manager
- Adopter Representatives from Adoption-UK and the local Adopter Engagement Officer

The purpose of this meeting is to make operational decisions regarding the direct activity of the SYRAA. Attendees will report on activity in their respective localities and in their respective areas of responsibility.

Accountability and Responsibility:

Members commit to attending meetings or nominate a suitable substitute who can attend in their place who will be expected to make decisions as needed. All members of the meeting will be responsible for reporting to their own localities and their respective areas of responsibility and ensuring that decisions are implemented.

Meetings

- Shall be monthly
- The Head of Service will act as Chairperson for ongoing meetings. In the absence of the Head of Service one of the Service Managers will be designated to chair.
- All members will be responsible for agreeing meeting agendas with the Head of Service and notes and an action log will be provided.
- Agendas and papers for the meeting will be sent out by the Head of Service at least two working days prior to the meeting.

Appendix 2i

Schedule

Finance Schedule

1. General Principals

- 1.1 Each Party to the Agreement will provide its financial contribution as set out below. DCST as the Host shall not inherit any debt or liability incurred by any of the Parties.
- 1.2 Each Party shall not make any changes to its adoption budget and staffing structure without advising the SYRAA Governance Board in advance, unless within the delegated budget and/or minor amends. Such amends will be reported to the Governance Board for information.

2. Contributions and Charging Method

- 2.1 The Parties to the Agreement are committed to the fair and equitable resourcing of the SYRAA whilst ensuring the full cost of the service is resourced. Each Party is agreed that they are required to contribute their agreed annual budget for their existing Adoption Services to the SYRAA. Contributions and apportionments for the Central Hub costs 2020/21 financial year are up to £15k (currently forecast at £9k) for each Local Authority Party.
- 2.2 The SYRAA Governance Board shall make recommendations for the annual budget contributions of each Local Authority in each financial year; in order to contribute to the successful operation of the SYRAA. Only when each Local Authority has formally agreed to those recommendations can the SYRAA Governance Board adopt those recommendations. Each Local Authority Party effectively pays a proportion of the whole of the SYRAA budget (including Central Hub), determined and based on the current size and contribution of their existing adoption service budget. The Parties are agreed that such proportions shall be used to allocate in proportion any budget underspends or overspends as agreed by the SYRAA Governance Board.
- 2.3 In exceptional circumstances where an under or overspend has occurred due to local decisions these should be borne by said local authority.
- 2.4 Until such time as the SYRAA Governance Board agree the following items of income and expenditure will remain the individual responsibility of each Local Authority;
 - Adoption Allowance
 - Accommodation
 - Central Support Services (IT, HR, Finance)

- 2.5 The impact of any pay award made by any Local Authority Party for its staff shall be funded by the determining Local Authority and does not fall under the financial responsibility of the SYRAA budget.
- 2.6 Any cost pressures on non-staffing budgets to be considered as part of the wider SYRAA budget and where efficiencies cannot be determined additional funding will be requested from partners following approval by the Governance Board.

3. Payment Arrangements

- 3.1 Following the formal adoption of any revised annual budget by the Governance Board, each Local Authority Party shall be formally notified of their revised annual financial contribution. The financial contribution shall be paid quarterly in advance to DCST as Host in order to meet Central Hub costs and expenses.

4. Budget Control & Monitoring

- 4.1 Each Party shall provide their adoption support budget position (including forecast outturn) to the host on a MONTHLY basis (from Month 2) within 15 working days of the end of the prior month to enable reporting to partners at the Governance Board.
- 4.2 Any financial decisions and such recommendations that may impact on the SYRAA budget shall be agreed by the Governance Board (noting the commentary within 1.2).

1. SCHEDULE 4 HR ISSUES

5. Background

- 5.1 The Parties are to enter into an s101 Agreement (“the Agreement”) for collaborative working to jointly deliver adoptions services through the South Yorkshire Regional Adoption Agency.
- 1.2. The Parties have agreed that employees in each respective Party to the Agreement will remain directly employed by their existing employing Party.
- 1.3. The Parties have agreed to review the joint working arrangement annually and should an extension to these arrangements prove necessary or desirable, discussions with the respective Heads of Service in each Party will take place as soon as practicable before the Agreement expires.

6. Purpose

6.1 The purpose of this Schedule is to:

- Ensure that the day to day management of a respective Party’s employee is retained by that respective Party
- Ensure the Parties are aware that the individual Party who is the employer in law is the only Party who can terminate the employment of its own employee(s).
- Record that the Transfer of Undertakings (Protection of Employment) Regulations 1998 (as amended) (‘the Regulations’) has been considered and that the Parties agree that a relevant transfer pursuant to the Regulations is not applicable in these circumstances;

For the avoidance of doubt the Parties agree and acknowledge that each respective Parties employees or officers are its own and the respective Party retains legal responsibility and liability for the employee or officer. This Schedule is not intended to imply or mean that a joint contract of employment exists between the Parties and the employee or officer, or that one is to be created, but that cooperation exists between the Parties in achieving the Objectives as detailed in the Agreement and Business Case.

7. Scope and Effect

7.1 This Schedule forms part of the Agreement.

- 7.2 The Parties agree that employees in each respective Party in the SYRAA will remain directly employed by their existing employing Party under the terms and conditions of employment in place in their respective Party and subject to the respective Party's policies and procedures including but not limited to in respect of conduct, performance, attendance, grievance/dignity and whistleblowing. This also includes continuing to be directly line managed by the employee's respective Party for performance management, annual appraisals, induction, absence management, holiday leave and in all aspects of employment policies and practices in the employing organisations.
- 7.3 Where any issue arises in respect of any employee(s) of one Party ("Party A") which involves another employee(s) of another Party ("Party B") any such issue shall be addressed through the policies and procedures of Party A and Party B shall ensure as far as reasonably practicable, its employee(s) engages in any such process of Party A.
- 7.4 The Parties agree that reporting arrangements will not change for any employee of the Parties with the exception of the Service Managers in each Party. Whilst they will continue to be formally line managed by their respective Head of Service in the respective Party, they will be matrix managed by the new SYRAA Head of Service employed by the DCST.
- 7.5 Each Authority shall annually pay to DCST a proportionate amount of the staffing costs which include a Head of Service, Business Support Manager(s) and Service Manager(s) as determined by the SYRAA set out in Schedule 3 (Financial), within 28 days of receipt of an invoice from DCST. Costs of employment of such staff shall include annual salary increases in line with any local government pay awards, together with any associated employment costs, pension's costs, training costs and expenses reasonably incurred by DCST
- 7.6 Each Party shall ensure that its respective employees receive any learning, training and development which is of benefit for the joint working of the SYRAA.
- 7.7 Each Party shall ensure that it has the appropriate levels of insurance/indemnity cover required to work jointly for the purpose of the SYRAA.
- 7.8 Any Party may apply to review the terms of this Schedule at any time by consultation with the other Parties.
- 7.9 In the event that any of the Parties make changes to their adoption service structures they will consult with the SYRAA Head of Service to inform them of the change and any potential impact upon the SYRAA.
- 7.10 When a vacancy arises in an adoption team within one of the Parties adoption service structures, the respective Party will be responsible for recruiting to that vacancy to join their establishment. Where appropriate, and in line with the Party's relevant policies, if one of the Parties has a vacancy in their adoption team they may choose to advertise that vacancy across the other adoption teams within the SYRAA. If appropriate, secondments of staff from one Party to another may be considered between the Parties, subject to a secondment agreement as may be considered, as a means of responding to spikes in work demands or as an alternative to recruitment.

- 7.11 If required, work may be allocated across organisational boundaries (in line with the respective employee's job descriptions) to provide some flexibility in capacity across the SYRAA to respond to changing work demands.
- 7.12 The Parties agree that whilst every attempt will be made to informally resolve any potential disagreements between employees of the separate Parties, in the event that there is a serious disagreement or dispute between employees of different Parties that cannot be resolved informally, such matters will be dealt with by the relevant Party's complaints policy.
- 7.13 The Parties agree that any claim, actions, proceedings, orders, demands, complaints, investigations and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to a respective Party's employee arising out of or in connection with but not limited to the following:
- (a) Redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments, with the exception of the SYRAA staff as identified at clause 15.2 of the Agreement;
 - (b) Unfair, wrongful or constructive dismissal compensation;
 - (c) Compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
 - (d) Compensation for less favourable treatment of part-time workers or fixed term employees;
 - (e) Outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
 - (f) Employment claims whether in tort, contract or statute or otherwise;
 - (g) Any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

In each case shall be met by the respective Party who is the employer in law of the employee and each Party shall indemnify and hold harmless each other Party to give effect to this unless such claim arises out of a Party's employee's negligent act/wilful misconduct/ breach of obligations.

- 7.14 The Parties agree that they shall not unlawfully discriminate either directly or indirectly on any protected characteristic grounds and without prejudice to the generality of the foregoing the Parties shall not unlawfully discriminate, victimise or harass, within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Parties shall take all reasonable steps to secure the observance of this by all employees and officers or any other person acting on the Parties behalf.

7.15 For the avoidance of doubt, this Schedule does not change or modify employee's or officer's contracts of employment or terms and conditions of employment and/or the practice and procedure of a Party which the Parties acknowledge reflect the nature, activities and statutory basis of the Parties, their employees and officers under the governing legislation save for as provided for at paragraph 3.3.

7.16 The principles of joint working cited reflect established practice within the Local Government sector in the UK.