



## City and County of Swansea

### Notice of Meeting

You are invited to attend a Meeting of the

## Scrutiny Performance Panel – Education

**At:** Remotely via Teams  
**On:** Thursday, 9 December 2021  
**Time:** 4.00 pm  
**Convenor:** Councillor Lyndon Jones MBE

#### Membership:

Councillors: C Anderson, A M Day, S J Gallagher, D W Helliwell, B Hopkins, L James, S M Jones, M A Langstone and L J Tyler-Lloyd  
Co-opted Members: D Anderson-Thomas and A Roberts

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#### Agenda

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<b>2 Disclosure of Personal and Prejudicial Interests.</b> <a href="http://www.swansea.gov.uk/disclosuresofinterests">www.swansea.gov.uk/disclosuresofinterests</a>	
<b>3 Prohibition of Whipped Votes and Declaration of Party Whips</b>	
<b>4 Minutes and Letters</b>	<b>1 - 14</b>
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<b>6 School Meals - Verbal Update</b> Cllr Robert Smith, Cabinet Member for Education Improvement, Learning and Skills, and Helen Morgan-Rees, Director of Education	
<b>7 Performance against identified education priorities (RAG) and Cabinet Member Q&amp;A</b> Cllr Robert Smith, Cabinet Member for Education Improvement, Learning and Skills, and Helen Morgan-Rees, Director of Education	<b>15 - 30</b>
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**Next Meeting:** Thursday, 20 January 2022 at 4.00 pm



**Huw Evans**  
**Head of Democratic Services**  
**Thursday, 2 December 2021**

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**Contact: Michelle Roberts, Scrutiny Officer**

# Agenda Item 4



**To:**  
**Councillor Robert Smith**  
**Cabinet Member for Education**  
**Improvement, Learning and Skills**

**BY EMAIL**

*Please ask for:* Michelle Roberts  
*Gofynnwch am:*  
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*Date* 4 November 2021  
*Dyddiad:*

**Summary:** This is a letter from the Education Scrutiny Performance Panel to the Cabinet Member for Education Improvement, Learning and Skills following the meeting of the Panel on 21 October looking at the harassment in schools, Welsh in Education Strategic Plan and the implementation of the New Curriculum for Wales.

Dear Cllr Smith,

## **Education Scrutiny Performance Panel – 21 October 2021**

We would like to thank you, Helen Morgan Rees, Damien Beech and Rhodri Jones for attending our meeting. We are writing to you to reflect on what we learnt from the discussion and to share the views of the Panel.

### **Harassment in Schools**

You told us that officers had looked specifically at the Swansea schools that were named on the 'everyone's invited' website but they were not able to cross reference any of the concerns highlighted with reports to the schools. You explained that support has been provided directly to schools making sure that they have appropriate safeguarding arrangements in place. Also, that officers report that they felt reassured by what they were told by schools and that safeguarding procedures were in place and that those were robust.

We heard, in the meantime Welsh Government has asked the Commissioner to undertake a thematic review of the issues raised by this website and that work is ongoing. We will be keen to see that once it is available.

You told us that safeguarding is taken very seriously by this Council. Some of the work undertaken more generally included the Education Child Protection and Safeguarding Officer leading on work linking a pilot for the new relationships and sex education

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curriculum with the whole education approach to violence against women, domestic abuse and sexual violence.

You also told us that many of the actions highlighted are in part in response to the disclosures on that website but also the ongoing commitment by the Council to keep pupils safe in schools and that the Council will also continue to respond to issues if and when they arise. You said you recognise that it is key to promote healthy relationships and to ensure that all learners feel safe and comfortable in the environment in which they find themselves.

The Director told us that there was no confirmation that any of the disclosures mentioned on the website took place within the school environment. She said from what we know, across the schools that were named nationally, six were in Swansea. We heard that our safeguarding training for schools makes it abundantly clear that teachers and staff really need to be seen as safe people to go to within a school environment, so pupils are able to disclose and share in confidence. We were concerned about those pupils who did not feel comfortable enough to raise issues in school but did recognise that there are many variables in a pupil's life that may stop them from doing so and they may not be ready to disclose at this particular time in their life. The Director agreed to provide more information to us about the position of Swansea in with respect to safeguarding.

We discussed the idea of having a telephone line that young people could call if they do not feel they want to, or are comfortable to, go to a teacher or other professional in their school. We heard that Child Line provide an important service in relation to this and that this number should be displayed in all school settings so that pupils are aware of this service.

### **Welsh in Education Strategic Plan Presentation**

We thanked Rhodri for the comprehensive presentation he provided. We heard that the vision for the development of Welsh-medium education in Swansea is clear, robust and ambitious. That the work to be done is multi-faceted and multi-layered, and the next step after approval of the strategy will be to develop an action plan for the next 10 years. Also, that the clear use of data will enable the Council to set specific targets, which will allow us to measure the impact and success of the work.

We raised the issue of every teacher in Wales being able to and/or being trained to use the Welsh language in the classroom and how we are going to do that? We were told that this will be one of the biggest challenges faced by the Plan, with the need for the whole education profession to get on board with it. We were encouraged to hear that our teacher training providers locally are doing a lot on this with new teachers into the system. You also told us that Universities have been providing sabbatical schemes as opportunities for serving teachers, but that this and initial teacher training needs to be further supported by Welsh Government.

We welcomed the overall 10 year vision and strategic plan for the development of Welsh education and were pleased to see definite actions and proposals to move forward. We recognise that resourcing this plan will not come cheaply and emphasised the importance of ensuring that it is financial supported both locally and nationally.

## **Progress with the Introduction of the New Curriculum**

We heard that overall, the impact of the pandemic has slowed the Local Authorities and schools' preparations for the new curriculum. Although despite the pandemic, elements of curriculum development and related aspects have continued. For example, schools continued to share good practice related to teaching and learning through our networks. Practice shared has had a strong focus on developing effective teaching and learning approaches through a digital technology. This has led to many innovative approaches being developed that will support the new curriculum well. In addition to this, during the pandemic, the training delivery and offer to governors has been modernised.

We heard that at the national level, despite the pandemic, the Welsh Government has pressed ahead with its curriculum reform agenda. In light of the document the 'Welsh Government's, Curriculum for Wales: the journey to curriculum rollout', officers will need to consider re-establishing the Swansea Curriculum, Teaching and Assessment Group (SCTAG) Network and updating the local implementation plan.

We heard concerns remain over schools capacity to engage fully with curriculum reform. Currently, the pandemic is affecting school staff significantly, and the ability of schools to release staff for curriculum-related development is difficult. The Welsh Government has recognised this challenge, somewhat, in its new guidance with a more sensitive language around readiness, for example, it states: "We do not expect schools to have perfected or completed all aspects of curriculum design reform by roll-out". We stress the need to get this right including teacher engagement, otherwise those who suffer will be the pupils themselves. We agreed that it is important the School Improvement Advisers and Curriculum Advisers sensitively monitor and support schools in areas related to curriculum development.

## **Your Response**

We would welcome your comments on any of the issues raised in this letter but would ask that you provide a written reply covering the following issue/s by 25 November 2021.

- Provide us with some more information, as mentioned by the Director, of the position of strength we are in Swansea in relation to harassment in schools and safeguarding.

Yours sincerely

**COUNCILLOR LYNDON JONES**

Convener, Education Scrutiny Performance Panel

[Cllr.lyndon.jones@swansea.gov.uk](mailto:Cllr.lyndon.jones@swansea.gov.uk)

Cllr. Cllr Jones  
Convener of the Education Scrutiny  
Performance Panel

*Please ask for:* Councillor Robert Smith  
*Direct Line:* 01792 63 7429  
*E-Mail:* [cllr.robert.smith@swansea.gov.uk](mailto:cllr.robert.smith@swansea.gov.uk)  
*Our Ref:* RS/JG  
*Your Ref:*  
*Date:* 29 November 2021

Dear Cllr Jones,

**Re: Education Scrutiny Performance Panel 21 October 2021**

Thank you for your enquiry dated 4<sup>th</sup> November 2021.

As previously explained at scrutiny we take safeguarding in schools extremely seriously. You made reference to the Education Child Protection and Safeguarding Officer (ECPSO) providing a newsletter to schools with information relating to harassment in schools as part of the directorate response to the Everyone's Invited website and subsequent concerns raised. I am pleased to confirm that the safeguarding newsletter was not produced specifically in response to this but an initiative developed by the ECPSO to provide regular bulletins and signposting to advice and support which is intended to take place termly. In the autumn newsletter there was a link to the Welsh Government guidance on peer on peer sexual abuse in schools alongside opportunities for training in contextual safeguarding (an approach which allows schools to refer unsafe peer groups), resources on domestic abuse support as well as other updates and information relating to safeguarding.

We know that schools promote safeguarding of their pupils by putting up posters signposting them to support. The posters remind pupils of the opportunities they have in school to talk about sensitive issues. In addition, schools' pastoral and nurture provisions are routinely promoted as safe spaces within a school setting for pupils to be able to raise concerns. The role of the ECPSO includes undertaking safeguarding audits to review how schools promote safeguarding and these include information to pupils about where to report a concern. We know that not all children will be comfortable or willing to speak to staff at school in spite of the efforts made to promote safety and wellbeing and so schools are also advised to display Child Line posters in public and private places around the schools such as toilets.

In respect of responding to sexual harassment/assault in schools we are governed by legislation such as the Sexual Offences Act 2017 and Welsh Government guidance as referred to above. Where possible, where criminal investigations are not required or appropriate, restorative work is undertaken with pupils in order to consider the consequences of their actions. Advice and support to parents is given often signposting to NSPCC and Barnardos advice on sexualised behaviours in children and the school make

determinations about the most proportionate approach and interventions for children in such circumstances. Sexual abuse including peer on peer sexual abuse is clearly included in mandatory safeguarding awareness training and the Designated Safeguarding Persons in school will contact the ECPSO for advice and support in dealing with disclosures if needed.

Harassment amongst staff is a separate issue and may be dealt with in several different ways depending on the type of harassment being alleged. If no children are involved or the alleged harassment is sexual in nature then it is likely that it will be dealt with internally via staff human resource management processes. If any harassment is alleged that impacts on the safeguarding of children including allegations of sexual harassment in the workplace, it would be expected that the school to refer to the ECPSO where a consideration would be made regarding professional concerns under Part 5 Wales Safeguarding Procedures 2019.

If you have any further queries please do not hesitate to contact me.

Yours sincerely

*Robert Smith*

**Y Cyngorydd / Councillor Robert Smith**  
**Aelod Y Cabinet Dros Wella Addysg, Dysgu A Sgiliau**  
**Cabinet Member for Education Improvement, Learning and Skills**



**To:**  
**Councillor Robert Smith**  
**Cabinet Member for Education**  
**Improvement, Learning and Skills**

**BY EMAIL**

*Please ask for:* Michelle Roberts  
*Gofynnwch am:*  
*Scrutiny Office* 01792 637256  
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*e-Mail* [scrutiny@swansea.gov.uk](mailto:scrutiny@swansea.gov.uk)  
*e-Bost:*  
  
*Date* 24 November 2021  
*Dyddiad:*

**Summary:** This is a letter from the Education Scrutiny Performance Panel to the Cabinet Member for Education Improvement, Learning and Skills following the meeting of the Panel on 18 November looking at Morriston Comprehensive School.

Dear Cllr Smith,

### **Education Scrutiny Performance Panel – 18 November 2021**

We would like to thank you, Officers, Martin Franklin, the Headteacher and Alyson Crabb the Chair of Governors at Morriston Primary School for attending meeting. We are writing to you to reflect on what we learnt from the discussion and to share the views of the Panel.

### **Schools Scrutiny Sessions – Morriston Comprehensive School**

We thanked the Headteacher for his detailed presentation and then we discussed the set of questions that were sent to the school in advance of the meeting.

We welcome the overall progress that has been made at the school since the Estyn Inspection. We were particularly keen to hear about the progress being made in relation to the five Estyn recommendations contained in that report. Especially the strong indication that steady progress has been made in the areas of teaching and learning, the Curriculum for Wales and pupil behaviour. Whilst we were encouraged by this progress, we did recognise that it is still relatively early in the school's improvement journey and hope this progress will be further built upon through steady and consistent improvement going forward.

We were particularly pleased to hear about:

- The clear strategies being put in place, with the progress and impact being monitored

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- The changes that have been made to the Leadership Team so that it can be better reflective of the school's priorities
- The alignment of the New Curriculum for Wales, teaching, learning and skills development to the whole school Vision, to better reflect building on the schools' aspirations of 'Inspire, Engage and Achieve'
- The embedding of positive strategies to improve pupil behaviour and attitudes to learning
- Engaging with families and the wider community to improve pupil wellbeing, attendance, behaviour and attitudes to learning
- The use of Education Other Than at School delegated funding to support pupils with social and emotional behavioural difficulties who are at risk of exclusion
- A refreshed governing body who are clearly aware of their role to challenge but also support the school

We were pleased to hear from the Headteacher that the support received from the allocated School Improvement Adviser has been excellent and that he has provided positive challenge to the school. The Headteacher did emphasise the importance of a level of consistency with School Improvement Advisers, which he felt has been necessary and important for the school.

However, concern was expressed about why the issues at the school were not highlighted at an earlier stage, because the Estyn report was quite clear that the school was only 'adequate' in all five of the areas inspected in 2020. If they had been, then why was the level of support from the Education department absent before the Estyn Inspection and if not, how were these indicators missed?

We heard from the Director that the school has come a long way since the Estyn Inspection, and she recognised the importance of having a School Improvement Adviser who is a senior school leader with experience, who can support and challenge the school. She was pleased with the school's progress and how they have managed to progress with improvement even through the huge challenge of Covid.

We agreed with you and the Director that it is impressive that the school has been able to continue to improve through such difficult times. As a Panel, we would wish to ensure that the lessons learned from Morryston are shared with other schools.

We congratulate the Headteacher, the Governing Body and staff at the school for their continued hard work in moving the school forward.

From our discussions with the Headteacher, Chair of Governors, the School Improvement Adviser, the Director, and the Cabinet Member we are reassured that all the pieces are in place to address the school's priorities and in turn form the basis for continued improvement.

### **Your Response**

We would welcome your comments on any of the issues raised in this letter, but can you please provide a written response to the following point by 15 December 2021

- Why was the level of support from the education department absent before the Estyn Inspection and if it was not, how were these indicators at the school missed?

Yours sincerely

**COUNCILLOR LYNDON JONES**

Convener, Education Scrutiny Performance Panel

[Cllr.lyndon.jones@swansea.gov.uk](mailto:Cllr.lyndon.jones@swansea.gov.uk)

Cllr. Lyndon Jones  
Convener of the Education Scrutiny  
Performance Panel

By Email

*Please ask for:* Councillor Robert Smith  
*Direct Line:* 01792 63 7429  
*E-Mail:* cllr.robert.smith@swansea.gov.uk  
*Our Ref:* RS/JG  
*Your Ref:*  
*Date:* 29 November 2021

Dear Cllr. Jones,

Thank you for your letter dated 18<sup>th</sup> November 2021.

**Re: Response to Education Scrutiny Performance Panel – 18 November 2021**

**Why was the level of support from the education department absent before the Estyn Inspection and if it was not, how were these indicators at the school missed?**

The education directorate has worked closely in collaboration with our regional partners to support Morryston Comprehensive School before, during, and after its inspection in February 2020.

For the period between the previous inspection in 2015 to the inspection in 2020, there are over 160 separate records of the school accessing support from both local authority (LA) and regional officers. The nature of this support was wide and varied and as a small example included, supporting the school's newly qualified teachers; working with Heads of Department conducting 'deep dives' into the department's data; and working with the senior leadership team developing a planning cycle and supporting the creation of the school's strategic plan.

In the two academic years immediately prior to the most recent inspection, the following were identified as areas that the school needed to develop:

- improving outcomes (including English and Mathematics);
- reviewing the curriculum offer at both Key Stage 4 and 5;
- build a cohesive and effective leadership team, and improve middle leaders' self-evaluation and improvement planning skills;
- reduce in-school variation;
- reduce the level of pupil exclusions; and
- review and redevelop provision for learners with ALN.

Some of the areas of development are clearly reflected in the 2020 inspection recommendations (included below for ease of reference):

- R1 Improve teaching and assessment
- R2 Strengthen provision for the progressive development of pupils' skills
- R3 Embed strategies to improve pupils' behaviour and attitudes to learning
- R4 Strengthen the quality and impact of leadership at all levels
- R5 Improve pupils' standards and progress in lessons

In the 2020 inspection, each of the inspection areas was judged to 'Adequate and needs improvement'. It is important to note that Estyn further described this judgement to mean 'strengths outweigh weaknesses, but important aspects require improvement'. It is through the support of the LA and regional officers and the hard work of the school's staff that progress had been made prior to the inspection and that there were indeed strengths, which Estyn recognised. For example, the inspection report states, "There is a systematic programme of monitoring activities that includes extensive learning walks. Annual departmental reviews and evaluations are informed suitably by thorough analyses of data, lesson observations and scrutiny of pupils' work. These reviews are contributing beneficially to staff self-reflection. They help provide leaders with an appropriate understanding of particular strengths and relevant areas for improvement. However, lesson observations and reviews do not focus closely enough on standards and pupils' progress and the development of their skills."

In addition to the examples of support and progress given above, the school has been supported well by other teams within the education directorate. Every term, senior leaders within the directorate meet to discuss schools facing challenging circumstances and agree actions to support the school. Since the autumn term of 2017 to date, Morrision Comprehensive School has been discussed no fewer than 15 times. Examples of resulting actions include supporting the governing body to develop and improving the school's understanding of good financial management processes.

Sustained school improvement takes time to develop. Whilst Estyn identified areas for improvement, these were being addressed, just not with sufficient time to embed. As you saw, the school's improvement journey has been positive and the changes lasting and impactful.

I trust this response reassures you that the level of support from the education department was not absent and that the indicators were not missed. Specific details of all of the support accessed by the school can be provided on request.

Yours sincerely



**Y Cyngorydd / Councillor Robert Smith**  
**Aelod Y Cabinet Dros Wella Addysg, Dysgu A Sgiliau**  
**Cabinet Member for Education Improvement, Learning and Skills**



City and County of Swansea

## Minutes of the **Scrutiny Performance Panel – Education**

Remotely via Teams

Thursday, 18 November 2021 at 4.00 pm

**Present:** Councillor L R Jones (Chair) Presided

**Councillor(s)**

C Anderson  
D W Helliwell  
S M Jones

**Councillor(s)**

A M Day  
B Hopkins  
R V Smith

**Councillor(s)**

S J Gallagher  
L James

**Co-opted Member(s)**

D Anderson-Thomas

**Co-opted Member(s)**

A Roberts

**Co-opted Member(s)**

**Other Attendees**

Robert Smith

Cabinet Member Education Improvement, Learning & Skills

Martin Franklin

Headteacher Morrision Comprehensive School

Alyson Crabb

Chair of Governors Morrision Comprehensive School

**Officer(s)**

Helen Morgan-Rees  
Damien Beech  
Nigel Jones  
Michelle Roberts

Director of Education  
Lead School Improvement Adviser  
School Improvement Adviser  
Scrutiny Officer

**Apologies for Absence**

Councillor(s): M A Langstone

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**1 Disclosure of Personal and Prejudicial Interests.**

None

**2 Prohibition of Whipped Votes and Declaration of Party Whips**

**3 Minutes and Letters**

Minutes of the 21 October 2021 were agreed by the Panel. Letters from meetings on 30 September 2021 and 21 October 2021 were accepted.

**4 Public Questions**

No public questions were received.

## 5 School Scrutiny Session 1 - Morriston Comprehensive School

The Panel invited the Headteacher and Chair of Governors from Morriston Comprehensive Schools to the Panel meeting to discuss the school's current performance and prospects for improvement. The Panel invite a number of schools to the Panel each year.

The Headteacher Mr Martin Franklyn and the Chair of Governors Ms Alyson Crabb responded to and discussed with the Panel the questions that were sent to them in advance of the meeting, namely:

1. How has the school responded to its most recent Estyn Inspection findings and recommendations for improvement, including what the school needs to do to improve learner outcomes and to increase the school's capacity to improve in the future?
2. How is the school addressing the implementation of the New Curriculum and the National Mission for Education?
3. How are you improving the quality of teaching and learning experiences and what impact is that having on pupil outcomes?
4. What are the barriers to the school improving its learner outcomes including any challenges they are experiencing in implementing the new curriculum?
5. How are teaching staff engaging with the teaching and learning requirements including developing their own professional learning?
6. What is the school doing to improve levels of pupil attendance and to minimise school exclusions?
7. What are the governing bodies' priorities and how are they being addressed?
8. How does the school seek and use best practice (including sharing your good practice across schools)?
9. How well have you been supported by the local authority and the school improvement service?

The Headteacher made a PowerPoint presentation to address these points.

The following was noted from the discussion:

- The Panel welcomed the overall progress that has been made at the school since the Estyn Inspection. They were particularly keen to hear about the progress in relation to the five Estyn Recommendations contained in that report. Especially the strong indications that there has been steady progress made in the areas of teaching and learning, the Curriculum for Wales and pupil behaviour.
- Whilst the Panel were encouraged by this progress, they did recognise that it is still relatively early in the school improvement journey and hope this progress will be built upon through continued, steady, and consistent improvement going forward.
- The Panel were particularly pleased to hear about:
  - The clear strategies being put in place, with progress and impact being monitored
  - The changes that have been made to the Leadership Team so that it can be reflective of the school's priorities

- The alignment of the New Curriculum for Wales, teaching and learning and skills development to the whole school Vision, therefore building upon the school's aspirations of 'Inspire, Engage and Achieve'
  - The embedding of positive strategies to improve pupil behaviour and attitudes to learning
  - Engaging with families and wider community to improve pupil wellbeing, attendance, behaviour, and attitudes to learning
  - The use of Education Other Than at School delegated funding to support pupils with social and emotional behavioural difficulties who are at risk of exclusion
  - A refreshed governing body who are clearly aware of their role to challenge but also support the school
- The Panel were pleased to hear from the Headteacher that the support received from the allocated School Improvement Adviser has been excellent, that he has provided challenge to the school but in a positive way. The Headteacher did emphasise the importance of a level of consistency with School Improvement Advisers, which he felt has been necessary and important for the school.
  - However, concern was expressed about why the issues at the school were not highlighted at an earlier stage, because the Estyn report was quite clear that the school was only 'adequate' in all five of the areas inspected in 2020. If they had been, then why was the level of support from the Education department absent before the Estyn Inspection and if not, how were these indicators missed? The Panel will follow up on this issue.
  - The Panel heard from the Director that the school has come a long way since the Estyn Inspection, and she recognised the importance of having a School Improvement Adviser who is a senior school leader with experience working in such a school environment to support and challenge the school. She was pleased with the school's progress and how they have managed to progress with improvement even through the huge challenge of Covid. The Panel wish to ensure that the lessons learned from Morrision are shared with other schools.
  - The Panel agreed with Cabinet Member and the Director that it is impressive that the school has been able to continue to improve through such difficult times. We congratulate the Headteacher, the Governing Body and staff at the school for their continued hard work in moving the school forward.
  - From the Panels discussions with the Headteacher, Chair of Governors, the School Improvement Advisers, the Director, and the Cabinet Member we are reassured that all the pieces are in place to address the school's priorities and in turn form the basis of continue improvement going forward.

## **6 Work Programme 2021/2022**

The Director of Education, will at the next meeting update the panel on progress with the new regional partnership for education.

The meeting ended at 5.25 pm

**Chair**





# Agenda Item 7



## Report of the Cabinet Member for Education Improvement Learning and Skills

### Education Scrutiny Performance Panel – 9 December 2021

## Performance against Education Objectives

<b>Purpose:</b>	To brief the Panel on 2020-2021 academic year Education Directorate objectives and success in meeting objectives.
<b>Content:</b>	An overview of education objectives at directorate and business unit level.
<b>Councillors are being asked to:</b>	Consider the information provided and give views.
<b>Lead Councillor:</b>	Cabinet Member for Education Improvement Skills and Learning
<b>Lead Officer &amp; Report Author:</b>	Director of Education <a href="mailto:helen.morgan-rees@swansea.gov.uk">helen.morgan-rees@swansea.gov.uk</a>

### 1. Background

- 1.1 The Education Scrutiny Performance Panel normally receives an annual performance report from the statutory chief officer for education. During the pandemic externally verified examinations have ceased and Welsh Government no longer collects end of key stage assessments. In addition, the national categorisation of schools is suspended alongside the inspection of schools by the education inspectorate Estyn. As a result, it is difficult to make comparisons and report on schools' performance.
- 1.2 Education and skills remains to be a key corporate priority and the Education Directorate is committed to taking steps, despite the pandemic, to meet objectives within the corporate plan.
- 1.3 The education and skills objectives can be summarised as follows:
  - we want Swansea to be one of the best places in the world for children and young people to grow up
  - we want every child and young person in Swansea to achieve, to be healthy, to be resilient and to be safe
  - we want children and young people to attend school regularly because they are more likely to achieve the skills and qualifications that they need to go on into further education, higher education, employment or training

- we want children and young people to obtain qualifications and skills that are suited to the economic needs of the future and to be able to contribute positively as active local citizens
- we want to prevent children from becoming disengaged from learning
- as corporate parents of Looked After Children, we want our Looked After Children to succeed in school and to have opportunities for further education, higher education, employment or training
- we acknowledge that a child or young person with additional learning needs requires timely and effective support to allow them to reach their full potential
- we want our children and young people to be aware of their global rights and responsibilities so that they can be active and responsible citizens, fulfil their potential and make a difference to their communities
- we want our children and young people to have good Welsh language skills

## 2. Progress

- 2.1 The Directorate has an overarching plan to address the objectives and reports progress on the plan each academic term to the corporate management committee, formerly named the Chief Executive's Improvement Board. The progress report can be found at **Appendix A**. In nearly all cases, education priorities are underpinned by clear strategic plans. In addition, during the last academic year each business unit within education set out its own team objectives. Team objectives found in **Appendix B** largely feed into directorate priorities and corporate objectives for education and skills. The methods of evaluating performance against objectives have been in place for the last five years and are synchronised to an academic calendar. The frequency of evaluation is six times a year. In future, it is hoped that objectives can be further aligned to corporate expectations. Since 2013 the education department has updated its annual self-evaluation report in line with Estyn's frameworks. In future years it is hoped that the evaluation will focus on the areas requiring most improvement only.
- 2.2 Education has key priorities that are reviewed on an annual basis in consultation with team managers. Since the start of the pandemic priorities have been maintained to reflect that business as usual has slowed down in a few areas. The education Directorate utilises a RAYG rating rather than a RAG rating of performance against objectives. It would make sense in future for RAG to be utilised in line with corporate expectations.
- 2.3 The reporting criteria for reporting on performance against objectives can be found in **Appendix C**.
- 2.4 New emerging priorities are captured in the Achieving Better Together recovery plan for the Council and reports are taken to a monthly board meeting. The priorities for Education for academic year 2020-2021 can be found in **Appendix A** as reported to the corporate management team at the end of the academic year 2021. From April 2022 it is hoped that a quarterly reporting cycle will be implemented for performance against plans. Education revised its performance indicators in readiness for April 2021 but plans were put on hold corporately.

Currently, the key statutory performance indicators relevant to education that are actually reported are attendance percentages for primary and secondary school sectors in Swansea and percentage of statutory additional learning needs (ALN) assessments completed within required timescale. Performance on attendance is negatively impacted by Covid19 so it remains difficult to make comparisons over time. The rate of ALN assessments completed on time has improved significantly during the last academic year.

### **3. Conclusions and Summary**

- 3.1 Performance against key objectives is good and for a majority of objectives and reflects a status of suitable progress, addressing the priorities in most aspects. Only minor aspects require further attention. However, performance against a few priorities and a few objectives is weaker due to resource issues, the effects of the pandemic or by other external factors. Importantly, the evaluation of progress is honest. Where there are key blockers to performance, matters are reported as part of the corporate risk management process. Overall, the performance against historic key headline indicators is impossible to report. The key assurances for school management, governance and performance are now mainly achieved through monitoring and evaluation by education officers.

### **4. Legal implications**

- 4.1 There are no legal implications within this report.

### **5. Finance Implications**

- 5.1 There are no financial implications within this report.

### **6. Equality & Engagement Implications**

- 6.1 The report is for information and not for decision.

### **Appendices:**

Appendix A: Directorate Objectives Overview for Scrutiny

Appendix B: Business Unit Objectives Overview for Scrutiny

Appendix C: Performance against Objectives Reporting Criteria

## APPENDIX A

### Education Directorate Priorities Review 2020-2021 – Successes and Forward Look

1. Further develop specialist provision and placements to meet current and future demand for severe and complex needs.
- 1a. Continue to plan & maintain the programme of investment to meet current demand for specialist provision, Welsh medium education and address the conditions/ suitability issues in school premises.
- 1b. Continue to develop a sustainable education system.

#### Successes

Page 18

- An interim strategy for increasing special school places in Swansea has matured and reached statutory notice stage with an expected outcome at Cabinet on 16 September. As a result, 45 additional places in special school and 14 specialist teaching facility places will have been created during an academic year.
- Complex proposals have matured to take forward to the next stage of co-production with schools before starting consultation on a wholesale review for implementation from September 2022 onwards.
- Significant mitigation of the scale of unfunded demand for specialist provision is now underway with 4 plans maturing to alleviate pressures by September 2021 and in full by September 2025.
- Significant progress has been made with early Band B projects completed /on site; the PRU (Maes Derw), 3 Welsh medium projects to build capacity and one secondary school to address condition and suitability, in spite of the additional challenges presented by the current Covid-19 crisis.
- Continuing to effectively press the case with Welsh Government for fairer funding of service pressures and national expectations, with constructive engagement and support of schools.
- Robust budget plan for 2021-2022 and later years, maintaining effective delivery of coherent and consistent long term revenue and capital budget strategy.
- Officer agreement on assumptions, risks and actions for Music SLA within a decision making framework.

Overall RAYG Status

RED

AMBER

YELLOW

GREEN

**Education Department Priorities 2020-2021 Review**

**2. Ensure children and young people’s needs are identified and appropriate provision is available across Swansea in line with the ALNET Act 2018**

**2a. Implement Swansea’s additional learning needs strategy 2019-2022.**

Page 19

**Successes**

- Capacity building for ALN co-ordinators, educational psychologists (EPs) and wider stakeholders via a comprehensive training programme and active networks (regional lead).
- Fresh integrated ALN strategy 2019-2022 (moving forward from awareness raising) to action and engagement via the ALN Strategic Board with enhanced engagement from Swansea Parent Carer Forum.
- New ALN Case Worker Team is becoming embedded and having a measurable impact on improved communication with families and decision making in partnership with parent/carers and learners.
- Digitalisation project has been finalised which will enhance efficiencies, file security and access to information.
- The progress and updates on the Transformation Programme have been shared with CMT, Headteacher groups and ESTYN demonstrating significant, measurable progress and outcomes in preparation for implementation of ALNET from September 2021.
- The Thrive programme for emotional well-being has been rolled out to schools during the summer term with high take up of this resource.
- Creation and sharing of an ALN Principles Paper to provide a concise and clear position for stakeholders. The paper is currently with schools for consultation.
- Provision mapping tool collaboration with Neath Port Talbot (NPT) in place.

**Overall RAYG Status**

**RED**

**AMBER**

**YELLOW**

**GREEN**

## Education Department Priorities 2020-2021 Review

### 3. Improve teaching and learning by developing schools as learning organisations.

#### 3a. Improve researched based teaching and learning alongside blended learning approaches.

#### Successes

- Schools supported well to develop their remote teaching and learning provision. Sharing of practice with schools and between schools has been a strong feature. Swansea Virtual School well used during the lockdowns.
- Despite Covid-19 challenges, officer monitoring indicates schools have managed to maintain a good focus on professional development.
- Secondary Heads of Department networks operating effectively to progress remote learning and new curriculum strategy. In primary schools, the Continuity of Learning Group has provided example policies and shared practice.
- High quality support and professional learning continues to be offered to newly qualified teachers throughout school closure and re-opening period.
- Senior leader and middle networks have continued to keep a focus on teaching and research informed practice. In the last week of term a senior leader network session will focus on leadership, strategies to raise achievement for disadvantage pupils, developing writing, national approach to professional learning and retrieval practice.
- 36 Swansea schools involved in the region's professional learning network as part of the National Professional Enquiry Programme (NPEP).

Overall RAYG Status

RED

AMBER

YELLOW

GREEN

## Education Department Priorities 2020-2021 Review

### 4. Improve leadership of schools by developing partnerships for school improvement

#### Successes

- Commissioned school improvement advisers (nearly all of whom are continuing to support schools during the summer term) have supported schools well.
- As part of the professional learning offer for NQT induction mentors training was provided by UWTSD and ERW to develop coaching and mentoring skills. Take up from NQT induction mentors in Swansea was particularly high.
- NQT induction external verifier leadership skills are developed through termly workshops led by appropriate body officers.
- Improved consistency of mentoring of new and acting headteachers (primary) prior to national programme enrolment.
- Senior staff are also making contributions to the professional learning seminar programme, therefore encouraging the sharing of expertise across the system.
- Attendance at governor training session has improved since being delivered virtually – recent sessions on the curriculum, assessment and evidence-informed governors have been attended by over 40 governors.
- The Schools Health and Research Network conferences have been well attended by Swansea's secondary schools in preparation for the autumn term mental health and wellbeing survey.

Overall RAYG Status

**RED**

**AMBER**

**YELLOW**

**GREEN**

**Education Department Priorities 2020-2021 Review**

**5. Implement the positive behaviour strategy to focus on prevention and early intervention for schools**

**Successes**

- Strategy approved by corporate management team and positively received
- Strategy shared with a broad range of stakeholders and well received.
- Appointments to the staffing structure to enable the full implementation of the behaviour strategy is nearly finalised and early work has begun building capacity in schools.
- A workshop with secondary headteachers took place to assess Covid-19 / school return related behaviour challenges and approaches to support schools.
- Full move of all PRU sites to the new build and official opening of Maes Derw.
- The hard to place operational group continues to work successfully.

Overall RAYG Status	RED		AMBER		YELLOW		GREEN	
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**Education Department Priorities 2020-2021 Review**

**6. Implement the curriculum development strategy 2019-2022.**

<b>Successes</b>	<ul style="list-style-type: none"> <li>• SCTAG – Swansea Curriculum, Teaching and Assessment Group, has worked well in producing a local curriculum implementation plan for schools. Delayed implementation date for secondary school and new curriculum will be helpful.</li> <li>• Autumn support visits considered each school's progress within the phases set out in the WG document ‘Journey to 2022’.</li> <li>• The Swansea Curriculum Implementation Plan 2022 was successfully launched in February 2020 at the Headteachers Cross Phase – The Science of Learning.</li> <li>• Initial feedback from schools had been positive with the plan highlighting curriculum review processes, evidenced-based teaching and learning, cluster collaboration and wider stakeholder engagement, Swansea’s cultural-capital offer and a wide range of local and national agencies to support pupils’ experiences.</li> <li>• Primary and secondary phase teams are developing professional learning seminars that will support schools with curriculum, teaching and learning/ assessment.</li> <li>• WG has announced that secondary schools will have an additional year to prepare for the new curriculum due to the disruption and workload issues related to CDGs.</li> <li>• Swansea is the test local authority for the new RSE (relationships and sexuality education) with fifteen schools engaged.</li> </ul>
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<b>Overall RAYG Status</b>	<b>RED</b>		<b>AMBER</b>		<b>YELLOW</b>		<b>GREEN</b>
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**Education Department Priorities 2020-2021 Review**

**7. Ensure all learning opportunities take place in safe environments**  
**7a. Particular emphasis on Covid-19-19 safe schools**

Page 24

**Successes**

- Move to online delivery of safeguarding training for school staff and governors to ensure training programme continues effectively and comprehensively. Comprehensive online safeguarding training programme is now in place for school and education staff and governors including newly developed sessions for Designated Safeguarding Person. Sessions are oversubscribed and mop up sessions arranged.
- Collaboration with social services directorate training to develop the training offer for schools and governor beyond the basic requirement and develop and enhance knowledge and capacity within our schools in relation to child protection, safeguarding, contextualised safeguarding and VAWDASV.
- Comprehensive response and monitoring of vulnerable learners in response to Covid-19 related school closures, reopening and partial openings. This included collaboration with Child and Family Services to ensure joint RAG rating and monitoring of vulnerable learners for clarity and shared understanding which was consistent throughout all phases of school operations.
- Continuing effective team and partnership working with schools and across council services to develop and maintain effective risk assessments and operational guidance in response to changing needs and expectations.
- Estyn letter to Chief Executive describes a strong response by Swansea Education officers to keeping learning going and keeping learners safe during the public health crisis.

**Overall RAYG Status**

**RED**

**AMBER**

**YELLOW**

**GREEN**

## Education Department Priorities 2020-2021 Review

### 8. Overall Response to Covid-19 2020-2021 academic year

#### Successes

- Continued clear communication, advice and guidance to headteachers, trades unions and officers.
- HSE good or better outcomes in co-constructed Swansea risk assessments and operational guidance to schools.
- Decision making flow chart clear on roles and responsibilities for schools on TTP.
- Return to school after Easter has been well-managed.
- Maintained Operation Encompass links with South Wales Police throughout academic year. Positive impact on pupils.
- Positive psychology wellbeing sessions offered to headteachers and Education Support to enhance staff wellbeing communicated well.
- Resources to support families staff and pupils on Swansea's virtual school continues to be updated

Overall RAYG Status

RED

AMBER

YELLOW

GREEN

## APPENDIX B

	<b>Objective</b>	<b>P</b>	<b>IMPACT</b>
1. Primary Phase Team	To support schools and learners throughout the ongoing COVID-19 crisis in terms of wellbeing, continuity of learning and professional development		Achievement of children and young people
	Broker effective support and intervention		School improvement monitoring and evaluation
	Develop school readiness for new curriculum and assessment arrangements		Supporting skills and qualifications
	Develop workforce and leadership in primary schools		Support for school improvement
2. Secondary Phase Team	School improvement recovery		Supporting skills and qualifications
	City skills and partnership working		Supporting skills and qualifications
Page 2	Develop leadership capacity within secondary schools		Support for school improvement
3. Swansea Music Team	Further develop and implement the 'PlayAlong' whole class instrumental music and 'SingAlong' whole class scheme		Music provision
	Promote and develop learners' digital music performance opportunities		Music provision
	Develop understanding of the benefits and relationships between Music Education, Health and Wellbeing		Music provision
	Further develop robust digital systems and structures to improve communications and quality assurance for all stakeholders and staff		Music provision
4. Behaviour Support/PRU Team	To facilitate an amalgamation of the existing 3 PRU centres, and a successful transition of staff and pupils from across the PRU, BSU and Home Tuition Service to the new building		Achievement of children and young people
	To implement the Behaviour Strategy in relation to the development of the Prevention and Early Intervention Team (PEIT)		Achievement of vulnerable children and young people

	To develop Support Worker Team to support working through Signs of Well-Being and synergy with Early Help Hubs		Achievement of vulnerable children and young people
	To review the working practices of the Home Tuition to improve provision for learners and decrease over-reliance on agency staff		Achievement of vulnerable children and young people
	Review and revise the KS3/4 curriculum offer in line with pupil needs/engagement and the new curriculum		Achievement of vulnerable children and young people
5. Additional Learning Needs and Inclusion Team	To review and update policies and processes in readiness for the ALNET implementation and EAL school support		Achievement of children and young people
Page 27	Further develop specialist provision and placements to meet current and future demand for severe and complex needs		Achievement of children and young people
	To work with key stakeholders to identify and plan to mitigate risks associated with the ALNET Act 2018		Achievement of children and young people
6. School Support Team	Monitor attendance, mid-year admissions, hard to place pupils and those at risk of exclusion		Support for schools and vulnerable learners
	Develop capacity and resilience in the work of the Education Welfare Service and Child Protection and Safeguarding Officer within SPOC and Early Help Hubs		Safeguarding children and young people
	Enhance support for governors and clerking arrangements while also building capacity and developing self-improving school governance		Support for schools and governors
	Build capacity and resilience via high quality support and intervention services to keep learners safe.		Safeguarding children and young people

	Continue to implement and improve transport appeals linking with teams across the Directorate.		Support for learners
7. Funding and Information Team	Planning of School Places		Organisation and access
	Delivery of Grants		Resource management
	School Delegated Budgets		Resource management
	Education Budget Monitoring		Resource management
	Climate Change		Cross cutting
8. Catering and Cleaning Team	Ensure training delivered in both catering and cleaning, meeting statutory requirements as well as business needs		Keeping learners safe and access to school meals
	Continue to develop and increase school meals numbers		Access to school meals
Page 28	Managing the cost pressures facing catering and cleaning services to and as far as possible mitigate the impact on the Council budget		Management
9. Performance Team	Directorate and Schools' Compliance with GDPR		Information retention and sharing
	Directorate and Schools' Compliance with Equalities Act 2010		Equalities
	Ensure that all Education Directorate correspondence and commissions, including Operation Encompass, are dealt with via <a href="mailto:education@swansea.gov.uk">education@swansea.gov.uk</a> and that the quality and consistency of responses remains high		Stakeholder engagement, learner well-being
	Develop and deliver the full suite of departmental and corporate communications		Stakeholder engagement
	Deliver digital infrastructure and solutions for the benefit of schools and the directorate		Digital capacity

	Support the Delivery of WESP 2017-2020 and the Planning of WESP 2021-2031		Access, equal opportunity for bi-lingualism and provision
	Support on Resilience		Business continuity
	Improving performance data support and development.		Support to schools and officers
	Improving SIMS support and development		Support to schools
	Improving ONE system support and development		Safeguarding CYP
10. Capital Team	To deliver the next phase of schemes within the approved capital investment programme		Improved learning environments
Page 29	To prepare and plan for subsequent phases of the programme including – securing an agreed secondary and special provision strategy, and managing as far as possible the impact of LDP developments		Access, sufficiency and organisation of school/ provider places
	To manage and review Education assets in accordance with Asset Management Plan and in consideration of Corporate Priorities		Resource management
	To maintain and further increase where possible income and commercialism, and streamlining processes /efficiencies where possible		Resource management

**APPENDIX C**

Reporting Criteria	RAYG Rating
<ul style="list-style-type: none"> <li>• Nearly all operational performance objectives, targets, outcomes, timescales are on plan</li> <li>• Professional service delivery for customer/client base is on target, feedback evidence</li> <li>• Budgets and savings targets on plan</li> <li>• Resources in place, no pressure points</li> <li>• Compliance with all statutory and legal requirements</li> <li>• No external challenges and drivers posing risks, no adverse PR anticipated</li> <li>• No health and safety, wellbeing or safeguarding concerns</li> </ul>	<p><b>GREEN</b></p>
<ul style="list-style-type: none"> <li>• Most operational performance objectives, targets, outcomes, timescales are on plan</li> <li>• Professional service delivery for customer/client base is mostly on target, feedback evidence</li> <li>• Budgets and savings targets mostly on plan, no significant issues</li> <li>• Resources mostly in place, minor pressure points</li> <li>• Compliance with all statutory and legal requirements</li> <li>• No external challenges and drivers posing risks, no adverse PR anticipated</li> <li>• No health and safety, wellbeing or safeguarding concerns</li> </ul>	<p><b>YELLOW</b></p>
<ul style="list-style-type: none"> <li>• A majority of operational performance objectives, targets, outcomes, timescales are not on plan</li> <li>• Professional service delivery for customer/client base is not on target, lack of feedback evidence</li> <li>• Budgets and savings targets are not on plan, with key pressures</li> <li>• Resources not in place, key pressure points</li> <li>• Compliance with all statutory and legal requirements</li> <li>• External challenges and drivers posing risks, minor adverse PR anticipated</li> <li>• Minor health and safety, wellbeing or safeguarding concerns, although solution identified</li> </ul>	<p><b>AMBER</b></p>
<ul style="list-style-type: none"> <li>• Few operational performance objectives, targets, outcomes, timescales on plan</li> <li>• Professional service delivery for customer/client base is not on target, with a significant lack of feedback evidence</li> <li>• Significant issues with budgets and savings targets</li> <li>• Few resources in place, significant pressure points</li> <li>• Non-compliance with many statutory and legal requirements</li> <li>• Significant risks around external challenges and drivers, adverse PR anticipated</li> <li>• Health and safety, wellbeing or safeguarding concerns with substantial implications.</li> </ul>	<p><b>RED</b></p>



# Agenda Item 8



## Report of the Cabinet Member for Education Improvement Learning and Skills

### Education Scrutiny Performance Panel – 9 December 2021

## Progress Update on Swansea Skills Partnership

<b>Purpose:</b>	To update the Scrutiny Panel on the work of <i>Partneriaeth Sgiliau Abertawe (PSA)</i> Swansea Skills Partnership (SSP).
<b>Content:</b>	An update on key priorities for the Swansea Skills Partnership.
<b>Councillors are being asked to:</b>	Consider the information provided and give views.
<b>Lead Councillor:</b>	Cabinet Member for Education Improvement Learning and Skills.
<b>Lead Officer &amp; Report Author:</b>	Strategic Skills Co-ordinator: david.bawden@swansea.gov.uk Education Director: helen.morgan-rees@swansea.gov.uk

### 1. Background

- 1.1 At the start of the municipal year in May 2018, the Education and Skills Policy Development Committee considered draft recommendations to Cabinet to establish a Swansea Skills Partnership (SSP) with the prime intention of meeting opportunities afforded by the Swansea Bay City Deal. In June 2018, Cabinet approved the committee's recommendations and a local partnership was established. In addition, a strategic skills co-ordinator was appointed to drive the work in this area forward.
- 1.2 In December 2020, the Education Scrutiny Performance Panel received verbal updates on the purpose, priorities and outcomes of the SSP.

### 2. Briefing and progress update

- 2.1 From the inception of a local strategic partnership Board for skills in Swansea, there are clear signs of progression. By now, an established Board with clear terms of reference, clear actions for improvement and effective partnership working meets once every academic term. The Board has ensured that operational sub-groups take priority actions forward and report back to the Board. The SSP Board has succeeded in maintaining Swansea's status as an UNESCO Learning City by sharing good practice. A relentless focus on building digital capacity to support future occupations afforded by the Swansea Bay City Deal and the creation, maintenance and improvement of a unique to Wales platform to support learners with courses, training, apprenticeships and career

advice is testimony to the success of partnership working. The creation of this partnership has had tangible benefits on learners, educators and citizens of Swansea.

- 2.2 The original agreed membership of the Board has been preserved and has been expanded to include a wider range of partners focussed on the key priorities for building digital capacity and providing good quality support advice and guidance to learners about their future occupations. **Appendix A** shows the current membership of the Board within agreed terms of reference.
- 2.3 In September 2021, the RLSP's skills and talent initiative business case bid was approved by governments as one of the last City Deal projects to be approved. The SSP will ensure that projects, when known, will benefit Swansea learners. Since SSP began in 2018 there have been stronger links with the RLSP.
- 2.4 Since the Education Scrutiny Performance Panel met with Board members in December 2020, a further two priorities have matured and include the establishment of Swansea's NEET Prevention Partnership (SNPP) that reports to the Board. **Appendix B** provides terms of reference for the partnership. In addition, the collation and dissemination between partners of blended learning methods has been undertaken during the last few months.
- 2.5 Through the NEETs Prevention Partnership, a strategic approach was adopted to support schools with vulnerable learners due to a number of factors, including the impact of Covid. This resulted in early identification and targeted strategies of intervention to allow the smooth transition of school leavers. This included bespoke college tours, meeting student support officers and a transitional summer programme.
- 2.6 The appointment of a strategic co-ordinator for education skills was undertaken and the post has now become permanent within the Education Directorate structure remains to be co-funded by Gower College Swansea. The SSP Board receives regular and useful updates. The joint appointment has been mutually beneficial.
- 2.7 The strategic co-ordinator for education skills role is responsible for:
  - co-ordinating the development of an action plan for SSP
  - monitoring and evaluating actions of the SSP sub-groups
  - working in partnership to align 14-19 provision in the Swansea area
  - raising the profile in schools and colleges the skills children and young people will need to meet the opportunities provided by the City Deal
  - working in partnership to raise aspirations of children and young people with regard to science, technology, engineering and mathematics (STEM) and construction
  - working with partners to ensure all young people have access to good careers' advice and work experience opportunities
  - overseeing the effective alignment of school curriculum options and skills needs ensuring pathways to employment are outlined for every age group

- overseeing the alignment of new apprenticeships to future skills needs
- overseeing the work of learning coaches in schools as part of the Cynnydd project
- strengthening relationships between schools and the business sector and schools and the universities
- working with the RLSP to promote with the citizens of Swansea the skills children and young people will need to meet the opportunities provided by the City Deal
- working in partnership locally and regionally to provide opportunities to upskill school based staff and trainee teachers in the subjects that children and young people will need to meet the opportunities provided by the City Deal
- working with the RLSP and SSP to undertake regular needs analysis and predictive modelling to respond effectively to the changing demands of employers in the local economy
- creating and ensuring alignment with City of Learning initiatives
- identifying additional funding to support these aspirations

2.8 The role of SSP, its progress and the added value of having such a partnership in Swansea were all acknowledged by the education scrutiny performance panel in December 2020. The positive outcomes from this partnership and its particular emphasis on building digital learning and capacity is evident. During the last year further work has developed in this area. The emphasis on digital competence of both educators and learners as well as pupils being able to find out about digital careers is particularly relevant to projects within the City Deal including media, entertainment and technological innovation.

2.9 Funding has been provided to all secondary schools to promote “digital” transition from primary to secondary. The funding, provided by the education regional consortium, can be used to design a digital transition project in collaboration with their feeder primary schools.

2.10 One cluster of schools is trialling a climate sensor device from a local company. TASK, part of Vindico offers a learner friendly device, that has inbuilt sensors including, temperature, particle, sound and light. The device should lend itself well to the science and technology area of learning and experience including:

- design and technology element – the kit is designed with Lego and will need to design the casing
- science element - discussion of readings and their meanings. Schools can investigate the particles from each school involved and why some are higher than others e.g. more built up areas or farmed areas
- computer element - analyse the data from the dashBoard in a spreadsheet and create algorithms.

2.11 Partnership work with Ospreys is ongoing, with further partnerships with their main sponsor, Philtronic, with them planning to create global positioning system (GPS) bands for use in schools.

2.12 Further training sessions have been delivered across all schools to try to improve the digital skills of teachers. Training sessions included blended

learning approaches and now hybrid approaches to ensure learners isolating/ recovering from illness can be educated effectively. These have been well attended by school staff. A few courses have also been delivered to school governors and headteachers, ensuring the approach is consistent within the school.

- 2.13 The Big Learning Company and Gower College Swansea have continued to deliver the Digital Learning Design Apprenticeship (DLDA) throughout the school closures. Five members of staff have completed the qualification from the first cohort with others due to complete. The second cohort, approximately 60, staff have now started the course, which is being delivered virtually.
- 2.14 Technocamps, as part of Swansea University, continue to train teachers for the new digital technology curriculum and looks at science, technology, engineering and mathematic (STEM) work for primary schools.
- 2.15 The focus on careers advice and guidance for learners through the development of the digital platform [www.mychoiceswansea.co.uk](http://www.mychoiceswansea.co.uk) to support vocational pathways has also been further developed during the last year. During the December 2020 – April 2021 disruption to education vocational learning opportunities were limited by restrictions and the type of tools required in vocational learning. However, the SSP committed to a joint press statement telling Swansea citizens that opportunities were still available and not to lose faith in the next steps of learning as a consequence of the pandemic.
- 2.16 The My Choice website has been used more than anticipated during the last academic year. This is an ongoing project, and schools and colleges have provided updated material with a greater emphasis on training and apprenticeship opportunities alongside course choices. Swansea has maintained strong partnership with Careers Wales and as a result advice has been afforded in every school despite the disruption of the pandemic during the last academic year.
- 2.17 The RLSP and Careers Wales have provided up to date labour market intelligence for a number of priority sectors for the My Choice website. This is closely being monitored in light of changes to the job market due to Covid.
- 2.18 Links for learners and construction companies have been facilitated by learning coaches working with pupils at risk of disaffection during the last year. A seven week programme to introduce learners to the opportunities of the construction industry has been successful.
- 2.19 A successful bid to the community renewal fund has funded workplace toolkit boxes that can be used to promote the world of work to learners across Swansea.
- 2.20 The switch to blended and remote ways of learning has provided the building digital capacity theme with an opportunity to explore how educators across Swansea and the surrounding areas use different techniques to maintain and innovate learning. As a result, a compilation of methods has been disseminated systematically across partners within SSP.

- 2.21 The partnership is beginning to focus on a strategic oversight of tasting sessions and transition activities offered by partners to engage learners to participate with learning and earning opportunities.
- 2.22 The chair of the Education and Skills Policy Development Committee (PDC) in 2018 now sits on SSP Board and recognises the importance of curriculum implementation (also a theme for PDC) and qualifications reform to support the agenda of SSP.
- 2.23 The Regional Learning and Skills Partnership (RLSP) published their most recent skills plan in 2019. The report highlights the need for employability skills that transcend across sectors as well as specific skills needs in the following areas that will be supported by the City Deal:
- **Construction** – new skills for SMART house building and retrofitting (Homes as Power Stations), construction is fundamental for all 8 programmes
  - **Digital** – skills to meet the changing needs of businesses, including Cyber, Artificial Intelligence, Machine Learning and Robotics, the development of digital skills will be imperative for all of the City Deal programmes. (Waterfront and Digital District; Yr Egin and the Digital programme)
  - **Energy/Smart Manufacturing** – specific engineering skills for offshore wind, tidal and marine energy. (Pembroke Dock Marine; Supporting Innovation and Low Carbon Growth and Homes as Power Stations)
  - **Health and Wellbeing** – technology within health care and digital assimilation (Pentre Awel and Life Science and Wellbeing and Sport)
  - **Smart manufacturing**. New ways of manufacturing using robotics and new technologies based on Industry 4.0. (Pembroke Dock Marine and Supporting Innovation and Low Carbon Growth)

At a national level these skills shortages are being addressed through the work of Qualifications Wales to design new frameworks within these specific areas. Sector reviews have taken place in Health and Social Care (2016), Construction and the Built Environment (2018), Information and Communication Technology (2018) and Engineering, Advanced Manufacturing and Energy (2020).

Following recommendations from the sector reviews and to align with the new Curriculum for Wales there will be a new GCSE offer in 2025 in Construction and the Built Environment, Digital Technology, Engineering and Manufacturing and Health and Social Care. These specific 'made for Wales' qualifications will be vocational in nature and further aligned to post-16 frameworks, which are yet to be confirmed.

Careers and the world of work experiences form an integral part of the new curriculum for Wales. This embedded approach addresses the needs for employability skills and softer skills to be developed with each area of learning and experience.

At a local level, Swansea schools currently offer a range of courses with good uptake from learners at ages 14 -16. This will be further strengthened through

the work of the skills and talent initiative as part of the City Deal and the introduction of new GCSE frameworks from 2025.

Within Swansea's post-16 settings some sixth forms offer vocational programmes at subsidiary diploma level three (equivalent to one A level). Gower College Swansea offers a vast range of vocational programmes at levels 1, 2 and 3. These are mainly extended diplomas, equivalent to three A levels.

- 2.24 Although the Education Scrutiny Performance Panel felt it was vital to include the business community in SSP's membership, the view was not supported at the time as all partners have their own links with employers and that it would be difficult to identify one individual who could represent the views of a range of local employers in this context. Also, there needs to be a broader perception of what employment in the future is about, for example employers need applicants to be flexible, with good transferable skills and who are able to market themselves. SSP has a representative from the regional learning and skills partnership where business employers' views are represented and PSA group members also sit on the RLSP Board. Officers recognise a common thread in what all employers, across a wide range of businesses, are looking for, in terms of employability, whatever their qualifications. An increasing number of businesses are working with our schools for example a primary school's year 6 class is working with the manager of their local supermarket on how to improve their business planning for their own pop up business. Indeed, employability skills and exposure to the world of work is an expectation of the new curriculum. All Swansea schools are currently planning in readiness for the requirements of a purpose led curriculum including ambitious capable learners. Currently, SSP has three strategic priorities that are relevant to employment, namely, building digital capacity where we have links with Admiral and other businesses through the sub-group; advice and guidance for careers and future occupations where Careers Wales provides links through their business directory and the NEETS partnership where there is linkage with training and employment.
- 2.25 The Not in Employment, Education or Training (NEET) partnership, see **Appendix B** for terms of reference, is now established and reports to the SSP. The partnership is focussing its work on data to support prevention, a revised vulnerability assessment profile, the impact of the pandemic on well-being and mental health and seeking continuity to provision, such as Cynnydd learning coaches in schools, to prevent NEET.
- 2.26 The commitment of partners working together during difficult times has been remarkable. There is an acknowledgement that progression and continuity for learners remains to be challenging and that fresh thinking on the purpose and priorities of SSP is still required.
- 2.27 The work of the SSP has supported and enabled Swansea to maintain its status as a UNESCO Learning City  
<https://uil.unesco.org/lifelong-learning/learning-cities/promoting-entrepreneurship-unesco-learning-city-swanea>

### **3. Summary**

3.1 Partneriaeth Sgiliau Abertawe/ Swansea Skills Partnership has made suitable progress during the last year on building on its early foundations. The success of SSP can be summarised as follows:

3.1.1 Promoting, maintaining and developing Swansea as a Learning City

3.1.2 Developing a local action plan focussing on digital capacity and guidance for learners in order to inspire learners to consider the types of jobs and opportunities within the Swansea Bay City Deal

3.1.3 Developed a sustainable digital platform in My Choice to support the learning and earning pathways of pupils in Swansea schools

3.1.4 Reinforced the collaborative advantage of educators, careers advisers and officers working in partnership

3.1.5 Identified transition and taster opportunities for Swansea learners to discover opportunities linked to their subjects, interests and ambitions

3.1.6 Monitored and evaluated progress against strategic priorities and ensured appropriate linkage to the Regional Learning and Skills Partnership skills plan

3.1.7 Identified and developed strong careers advice including apprenticeships and work-based learning and expanded the focus to include younger

3.1.8 In partnership with higher and further education providers explored professional learning opportunities and dissemination of good practice

3.1.9 Ensured apprenticeships and work-based learning align to future skills needs.

### **4. Legal implications**

4.1 There are no legal implications

### **5. Finance Implications**

5.1 There are no finance implications.

### **6. Equality & Engagement Implications**

6.1 None arising from this information report.

### **Appendices:**

Appendix A – Terms of reference for Swansea Skills Partnership.

Appendix B – Terms of reference for Swansea NEETS Prevention Partnership.

## Appendix A

### Partneriaeth Sgiliau Abertawe (PSA) / Swansea Skills Partnership

#### Terms of Reference November 2020

#### Purpose of PSA

Provide an effective strategic education partnership comprising senior representatives from a range of organisations across the area, with the aim to make Swansea one of the best places to be educated in the UK.

The main focus will be to support the well-being objective:

- **Improving Education & Skills – so that every child and young person in Swansea gains the skills and qualifications they need to succeed in life.**

The partnership will consider the following priorities:

- Promoting Swansea as a 'Learning City' and as a vibrant city
- To improve outcomes (qualifications and employment) for post 16 education through partnership working
- To minimise duplication of learning provision across Swansea
- To strengthen progression opportunities between partners with a specific focus on employability
- To provide the best advice and guidance for individuals to select a learning pathway
- To build digital capacity aligned to the City Deal

#### Membership

Local Authority (LA)

Director of Education - Chair  
Cabinet Member for Children, Education & Life Long Learning  
Head of Achievement and Partnerships  
Head of Poverty and Prevention  
Head of Economic Development

Further Education (FE) / Higher Education (HE)

Senior representative from Gower College Swansea  
Senior representative from Neath Port Talbot Colleges Group  
Senior representative from University of Wales Trinity St David's (UWTSD)  
Senior representative from Swansea University  
Senior representative from Coleg Sir Gâr  
Senior representative from consortium (Regional Improvement Service)  
Senior representative from Careers Wales



Secondary Schools representative  
Senior representative from Regional Leadership and Skills Partnership

Date of last revision: February 2019  
Date of next revision: November 2021

## **Appendix B**

### **SWANSEA Not in Education Employment or Training (NEET) PREVENTION PARTNERSHIP (SNPP)**

#### **TERMS OF REFERENCE**

##### **Purpose/Role:**

To ensure a coherence, coordination and clarity to the education, employment and training offer to young people that is understood by all stakeholders.

The partnership will commit to providing excellent quality advice, information and guidance to young people at risk of becoming NEET.

The partnership will focus on the strategic themes of performance, provision, access and well-being to mitigate against the risk of NEET.

##### **Membership will comprise representatives from the following:**

- Swansea Council; education officer, youth service officer, external funding officer
- Gower College Swansea; NEET coordinator, senior leader
- Chair from secondary school's wellbeing network
- Representative from Swansea Secondary Association of Headteachers
- Careers Wales; Swansea team manager
- Training Providers - agreement between the providers as to who would sit on this group (Inspire/Llamau/Military Prep/NPTC group)
- Third sector; Swansea Council for Voluntary Service
- Swansea Working
- Young person representative
- DWP
- EOTAS

##### **Accountability:**

To the Joint Directors of Education and Social Services bi-monthly meeting (TOR and minutes to be shared with the Director of Education's PA)

To the Swansea Skills Partnership (PSA) termly meeting (TOR and minutes to be shared with the Director of Education's PA)

To Welsh Government in relation to how any allocation of funding to support the NEET agenda locally is used

To Welsh Government to illustrate how the partners interact to support the NEET agenda and demonstrate how key processes within YEPF have been embedded into partner organisations

To ESTYN in terms of overall NEET agenda.

To Heads of partner organisations

There will be an annual review and evaluation of the work of the group.

## **Ways of Working:**

- Initial meetings to take place bi-monthly
- Chair to be rotated in future meetings – Senior Managers of partner organisations (Director of Education, Principal, Gower College Swansea)
- Future NPP meetings will probably split into 14-19 and post 19 agenda items with some overlap in personnel:
  - 14-19 group** – representation from City & County of Swansea, Gower College Swansea, Training providers, Careers Wales, Schools
  - Employability/19+ group** – representation from City & County of Swansea, Gower College Swansea, Careers Wales, Training providers, DWP
- Members will be expected to share information and good practice in line with the needs of the agenda items
- Agenda items will be shared with members 1 week prior to meeting dates
- Partner organisations will send the most appropriate staff to each meeting.
- Members of the partnership will be invited to contribute items to the draft agenda

## **Sharing of information and resources**

Any data shared with partners remains within the partnership.

Teams area to facilitate agendas, research and partnership strategic themes.

Chair has responsibility for secretariat support using a common template.

**Review date:** November 2021

# Agenda Item 9



## Report of the Cabinet Member for Education Improvement, Learning & Skills

Cabinet – 18 November 2021

### Approval of the Legal Agreement for the New Regional Education Partnership

<b>Purpose:</b>	To approve the legal agreement to establish a new regional education partnership.
<b>Policy Framework:</b>	Education and skills in Corporate Plan 2019-2022 National Model for Regional Working Wales 2014
<b>Consultation:</b>	Access to Services, Finance, Legal
<b>Recommendation(s):</b>	It is recommended that Cabinet:  1) Approves the draft legal agreement (attached at Appendix A) to establish a joint committee for a new regional education partnership known as Partneriaeth to support the delivery of school improvement.  2) Approves the appointment of the Leader as a member of the joint committee.  3) Delegates to the joint committee those functions necessary to support the delivery of school improvement within the Council's area and the region, acknowledging and accepting that the Council and the other local authorities in the region, will each retain statutory responsibility for school performance, together with the responsibility for the exercise of statutory powers, of intervention and organisation of schools in their respective areas.  4) Approves the creation of a Joint Scrutiny Councillor Group on the basis of the terms of reference set out in the legal agreement as amended from time to time.  5) Delegates authority to the Director of Education in consultation with the Chief Legal Officer and the Cabinet Member for Education Improvement, Learning and Skills to make any further necessary amendments to the legal agreement and authorises the Chief Legal Officer to enter into the agreement on behalf of the Council together

with any ancillary legal documentation necessary to facilitate the creation and operation of the new partnership.

- 6) Approves the provision of services by the Partneriaeth to councils who are not parties to the legal agreement, namely Neath Port Talbot County Borough Council, Ceredigion County Council and Powys County Council in accordance with the clause 14 of the legal agreement with authority delegated to the Partneriaeth Joint Committee to agree the terms upon which such services are to be provided.

<b>Report Author:</b>	Helen Morgan-Rees
<b>Finance Officer:</b>	Ben Smith
<b>Legal Officer:</b>	Debbie Smith
<b>Access to Services Officer:</b>	Rhian Millar

## 1. Introduction

- 1.1 As part of the move towards a new model of regional working, within education in the south west Wales footprint, Swansea Council has been working in conjunction with Carmarthenshire and Pembrokeshire Councils to establish a new regional partnership, the South West Wales Education Partnership, to be known as the Partneriaeth.
- 1.2 The draft legal agreement attached at Appendix A commits Swansea Council to enter into a formal partnership with Carmarthenshire and Pembrokeshire Councils to establish a joint committee to support the Councils in jointly discharging the functions necessary to facilitate school improvement in the region.
- 1.3 Cabinet gave a year's notice to withdraw from the Educational through Regional Working (ERW) consortium in March 2020. In March 2021 Cabinet agreed that that more time was needed to wind down current ERW arrangements and create a new partnership by September 2021.
- 1.4 A shadow joint committee of the Leaders, Education portfolio holders and senior officers of Swansea, Carmarthenshire and Pembrokeshire met in July to agree how a new legal agreement would need to be drafted so that ERW would dissolve and a new partnership could be constituted legally.
- 1.5 It has been agreed that upon the establishment of the new partnership all operational services will be delivered through Partneriaeth and that the ERW Joint Committee will remain in force with the sole purpose of winding up its business and establishing all outstanding liabilities. At that point in time all remaining partners in ERW will withdraw from ERW on one week's notice and ERW will dissolve. The ERW Joint Committee legal agreement will be varied to provide for these termination provisions. As part of that deed of variation it has been agreed that all outstanding ERW liabilities shall be divided among the existing partners calculated on

a pro rata basis , having first taken account of and deducted any liability of Neath Port Talbot and Ceredigion councils pursuant to clauses 15.2 and 15.4 of the ERW agreement.

## **2. Legal Agreement for the establishment of a Joint Committee for Partneriaeth/ Partnership**

- 2.1 A legal agreement is required to facilitate the creation of a joint committee between three Councils to support the delivery of education improvement functions on a regional basis and to provide the governance and operational arrangements for the partnership.
- 2.2 The legal agreement in appendix A (“the Agreement”) has been drafted in partnership with the Directors of Education and Chief Executives in Swansea, Carmarthenshire and Pembrokeshire.
- 2.3 The new partnership cannot function until each constituent council approves the Agreement.
- 2.4 The Agreement ensures that governance and decision making arrangements are clear, that the responsibilities of constituent councils as well as the collective responsibility of the partnership are specified and that terms of reference to support governance are included. A summary of the main provisions is set out below.
- 2.5 The governance arrangements provide for a Joint Committee comprising the Leaders of the three Councils as the strategic decision making body with a Strategic Group of officers to undertake prescribed operational matters, accountable to the Joint Committee. The terms of reference for the Joint Committee and the Strategic Group are set out in Schedules 3 and 4 of the Agreement. Two subgroups are established by the Joint Committee (see Schedule 5) but these have no decision making powers and their purpose is to feed into and report to the Strategic Group. The terms of reference of a Joint Scrutiny Councillor Group are contained in Schedule 6.
- 2.6 Once established the Joint Committee will allocate functions to each of the Councils (see clause 10) to support the work of the Partneriaeth.
- 2.7 The Council to be allocated the responsibility for financial matters will prepare the Annual Budget for Partneriaeth. Each Council will be required to make a contribution to the budget calculated in accordance with the formula contained in Schedule 9. Full details of the budget arrangements are set out in Schedule 9.
- 2.8 The Services to be delivered by the Partneriaeth are contained in Schedule 2. There is provision for Services to be delivered to non-parties and for the admission of new parties to the Partneriaeth (clause 14). Please note the provision of Services must be at no detriment to the

Partneriaeth's operations and must be provided on at least a full cost recovery basis.

- 2.9 Clause 19 provides the mechanism for a party withdrawing from Partneriaeth. All potential impacts and liabilities are to be established and agreed before a party is permitted to leave the partnership.
- 2.10 Although the decision making body is the Joint Committee which makes decisions on a majority basis, certain decisions are reserved to each of the Councils. These are set out in Schedule 8 and for completeness are listed below. For these matters a decision must be made by each Council and all Councils must be in agreement before the matter is referred to the Joint Committee for approval.

#### SCHEDULE 8 Matters Reserved to the Councils

- 1 Making decisions on the admission of other councils into the PARTNERIAETH.
  - 2 Making decisions on the provision of services to a council who is not a party to the PARTNERIAEH and the terms upon which any services are to be provided.
  - 3 Varying the terms of reference of the Joint Committee.
  - 4 Deciding whether to accept a Joint Committee Withdrawal Notice from one of the Councils to allow a Council to withdraw from the PARTNERIAETH.
  - 5 Approving the Liabilities Schedule accompanying a Withdrawal Notice to include details of the withdrawing Council's liability to the other Councils.
  - 6 Agreeing the terms for termination of this Agreement by agreement of all the Councils.
  - 7 Deciding on actions to implement the provisions of the dispute resolution procedure in clause 22.
  - 8 Approving the first Annual Budget of the Partneriaeth and any subsequent Annual Budget which would exceed the scope of the authority delegated to the Joint Committee within its terms of reference.
- 2.11 The ERW Joint Committee has previously resolved that services can be provided to Neath Port Talbot County Borough Council and Ceredigion County Council. A similar resolution will need to be made by the new partnership, to also include provision of services to Powys should they be required. As the provision of services to non-parties is a matter reserved to the Councils in accordance with Schedule 8, the approval of each Council is required before any resolution can be made by the Partneriaeth Joint Committee. A recommendation has therefore been included at recommendation 6 above.

### **3. General Issues**

- 3.1 The functions of the new partnership are listed within the legal agreement to provide clarity on the services Partneriaeth will deliver.

- 3.2 The responsibilities of the new joint committee for Partneriaeth cover the four main aspects of monitoring performance, planning, risk and resource management. The Agreement addresses each aspect, in detail.
- 3.3 **Appendix A provides the Agreement in full with each of the thirteen schedules providing further detail to support the main contents of the Agreement.**
- 3.4 The Agreement will become effective once each of the three Councils named in this report has approved its contents and executed the document.
- 3.5 The functions of the new partnership will be subject to development and scrutiny via the Partneriaeth business plan that has to be approved by the joint committee.
- 3.6 The central team referred to in the legal agreement is proportionate to the size of the new region and reflects the number of pupils and number of schools that Partneriaeth will serve.
- 3.7 The shadow joint committee has agreed on the proportionate size of staff structure as well as the contributions required to meet the costs of the new staffing structure either by core funding through the Revenue Support Grant (RSG) or Regional Consortia School Improvement Grant (RCSIG).
- 3.8 Consultation on the revised central team structure closed on 22 October 2021 and the agreed process for finalising the staffing structure for Partneriaeth will conclude on 31 December 2021.

#### **4. Integrated Impact Assessment (IIA) and Engagement**

- 4.1 The Council is subject to the Equality Act (Public Sector Equality Duty and the socio-economic duty), the Well-being of Future Generations (Wales) Act 2015 and the Welsh Language (Wales) Measure, and must in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Acts
  - Advance equality of opportunity between people who share a protected characteristic and those who do not
  - Foster good relations between people who share a protected characteristic and those who do not
  - Deliver better outcomes for those people who experience socio-economic disadvantage
  - Consider opportunities for people to use the Welsh language
  - Treat the Welsh language no less favourably than English
  - Ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs



- 4.1.1 The Well-being of Future Generations (Wales) Act 2015 mandates that public bodies in Wales must carry out sustainable development. Sustainable development means the process of improving the economic, social, environmental and cultural well-being of Wales by taking action, in accordance with the sustainable development principle, aimed at achieving the 'well-being goals'.
- 4.1.2 Our Integrated Impact Assessment (IIA) process ensures we have paid due regard to the above. It also takes into account other key issues and priorities, such as poverty and social exclusion, community cohesion, carers, the United Nations Convention on the Rights of the Child (UNCRC) and Welsh language.
- 4.2 An IIA Screening Form has been completed with the agreed outcome that a full IIA report is required. Please refer to the IIA screening form and report in Appendix B.
- 4.3 The IIA report found that the cumulative impact of the proposal is a better integration of services across three councils than could be expected if one council tried to deliver the same service in isolation. By contributing to a formal partnership, Swansea's school workforce will access similar professional learning opportunities to those on offer in other parts of Wales. Partneriaeth will be a part of cross-consortia collaboration in Wales and demonstrate equal ambition for high quality teaching and leadership learning.
- 4.4 The changes will have some impact on the centrally employed staff at a regional level and this impact will be managed by Pembrokeshire County Council.
- 4.5 The IIA process takes into account the United Nation Convention on the Rights of the Child (UNCRC) which Council has embedded into the Authority's Policy Framework.
- 4.6 The legal agreement complies with the Welsh Language Standards and provides for opportunities for people to use the Welsh language and for treating the Welsh language no less favourably than English.

## **5. Financial Implications**

- 5.1 A lead finance officer will be identified by the partnership to undertake the partnership's section 151 officer function.
- 5.2 The budget for the new partnership will be approved by the joint committee in accordance with Schedule 9 and monitored in quarterly meetings of the joint committee.
- 5.3 The main source of income to the partnership's budget will be each constituent council's share of the RCSIG.

- 5.4 Cabinet previously agreed that Swansea's contribution of core RSG funding would not be exceeded in a new partnership.
- 5.5 The new partnership is committed to best value principles as noted in the legal agreement.
- 5.6 Losses and liabilities are covered within the new legal agreement.

## **6. Legal Implications**

- 6.1 The legal implications are addressed in the main body of this report and within the detailed legal agreement in Appendix A.
- 6.2 The Agreement states that a lead lawyer will be identified by the partnership to undertake the monitoring officer function on behalf of the partnership.

**Background Papers:** None

### **Appendices:**

- Appendix A Agreement for the establishment of a joint committee to support the delivery of educational improvements through the Partneriaeth Addysg De Orllewin Cymru/South West Wales Education Partnership, known as Partneriaeth
- Appendix B IIA Report

DATED

2021

**(1) CARMARTHENSHIRE COUNTY COUNCIL**

**and**

**(2) PEMBROKESHIRE COUNTY COUNCIL**

**and**

**(3) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA**

---

**AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE TO  
SUPPORT THE DELIVERY OF EDUCATIONAL IMPROVEMENTS THROUGH  
PARTNERIAETH ADDYSG DE ORLLEWIN CYMRU/SOUTH WEST WALES  
EDUCATION PARTNERSHIP**

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**BETWEEN:**

- (1) **Carmarthenshire County Council** of County Hall, Carmarthen, Carmarthenshire SA31 1JP (“Carmarthenshire”); and
- (2) **Pembrokeshire County Council** of County Hall, Haverfordwest, Pembrokeshire SA61 1TP (“Pembrokeshire”); and
- (3) **The Council of the City and County of Swansea** of Civic Centre, Oystermouth Road, Swansea SA1 3SN (“Swansea”).

(together referred to as “the Councils”)

**WHEREAS:**

- (A) The Councils are the statutory education authorities for their respective administrative areas located in south west Wales or such other combined area from time to time for which the Councils or their successors have responsibility.
- (B) The Councils previously operated as a statutory joint committee with other councils under an agreement dated 16<sup>th</sup> July 2014 with the purpose of improving the standard of education for children and young persons. The Councils have now agreed to work together in order to discharge their statutory functions, their obligations to one another and to the Welsh Government by creating a new regional consortium, Partneriaeth Addysg De Orllewin Cymru/ South West Wales Education Partnership to be known as the PARTNERIAETH.
- (C) The PARTNERIAETH has the following core aims and objectives:-
  - a) Improve the quality of leadership and its impact on outcomes.
  - b) Improve the quality of teaching and learning experiences and its impact on outcomes.
  - c) Reduce the impact of poverty on attainment, support vulnerable learners and ensure all learners reach their potential.
  - d) Deliver high quality and bespoke support, challenge and intervention to schools.
  - e) Communicate effectively with all stakeholders.
- (D) The Councils have accordingly agreed to enter into this Agreement to document and regulate their respective rights and obligations to each other and to enable the Councils to work together to establish and to participate in a joint committee to deliver the aims and objectives of the PARTNERIAETH and facilitate the delivery of the Services.

## IT IS AGREED AS FOLLOWS:

### 1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

<b>“Agreement”</b>	this agreement entered into by Carmarthenshire County Council, Pembrokeshire County Council and the Council of the City and County of Swansea;
<b>“Annual Budget”</b>	the itemised summary of intended income (to include Government Funding) and revenue and capital expenditure for each financial year as described in Schedule 9;
<b>“Applicable Law”</b>	means all applicable laws, statutes, regulations, regulatory requirements, guidance and codes of practice in any relevant jurisdiction as amended, updated or replaced from time to time, including the Data Protection Laws;
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
<b>“Business Plan”</b>	means the fully costed annual plan containing the strategic objectives of the PARTNERIAETH prepared by the Strategic Group on behalf of the PARTNERIAETH and an annex which may be prepared by each Council as more particularly described in Schedule 10;
<b>“Central Team”</b>	includes all professional and administrative staff employed by the Council with responsibility for managing the Central Team for the purpose of facilitating the delivery of the Services, supporting the Strategic Group and generally performing the roles described in Schedule 11;
<b>“Commencement Date”</b>	the date of this Agreement;
<b>“Confidential Information”</b>	all know-how and other information relating to the business, affairs or methods of all or any Council which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure;
<b>“Co-opted Member Protocol”</b>	the protocol agreed by the Councils specifying the standard of conduct required of co-opted members of

	the Joint Committee or Strategic Group and set out in Schedule 7;
<b>“Council Contribution”</b>	the funding provided by each Council as part of the Annual Budget as set out in clause 16;
<b>“Council(s)”</b>	Carmarthenshire County Council, Pembrokeshire County Council and the Council of the City and County of Swansea together with any other council who subsequently becomes a party to this Agreement in accordance with clause 14 and “Council” shall be construed accordingly;
<b>“Councils’ Obligations”</b>	the obligations set out in clause 3;
<b>“DPA”</b>	the Data Protection Act 2018;
<b>“DP Regulator”</b>	any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;
<b>“Data”</b>	any data, document, code, information, Personal Data in connection with this Agreement;
<b>“Data Incident”</b>	the reasonable suspicion of, discovery by, or notice to a party that (a) Data has been or is likely to be accessed or obtained by an unauthorised person; or (b) a party’s systems have been or are likely to be compromised or vulnerable; or (c) a person has threatened the unauthorised access to or obtaining of any Data;
<b>“Data Protection Laws”</b>	any applicable laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of Personal Data relating to natural persons, including: the United Kingdom General Data Protection Regulation, Retained Regulation (EU) 201/679 (“UK GDPR”), the Law Enforcement Directive (Directive (EU) 2016/680) (“LED”) and any applicable national implementing laws as amended from time to time, the DPA 2018 to the extent that it relates to processing of personal data and privacy; all applicable law about the processing of personal data and privacy;
<b>“Data Subject”</b>	shall have the meanings set out in the UK GDPR;
<b>“Director”</b>	the Director of Education or equivalent postholder within each of the Councils;
<b>“FOI Legislation”</b>	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
<b>“Function”</b>	includes those roles, responsibilities and duties of the Councils described in clause 10;



<b>“Government Funding”</b>	funding received by the PARTNERIAETH and/or by the Councils from Welsh Government for the purpose of delivering the Services to include the school improvement element of the Revenue Support Grant and other Welsh Government grants and associated local authority match-funding (except those payable directly to schools);
<b>“IP Material”</b>	the Intellectual Property in the Material;
<b>“Intellectual Property”</b>	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
<b>“Internal Costs”</b>	the costs to be borne by each Council and associated with the Council providing resources in relation to the PARTNERIAETH not included in Lead Council Costs and includes but is not limited to: staffing costs and associated overheads; technical and administrative support; communications; costs incurred in respect of meeting each Council’s responsibilities in accordance with Schedule 1;
<b>“Joint Committee”</b>	a committee of elected members from the Councils which shall be responsible for ensuring and overseeing the delivery of the functions set out in Schedule 3 (Terms of Reference of the Joint Committee) with a view to securing their more efficient, economical and effective discharge;
<b>“Joint Committee Meeting”</b>	a meeting of the Joint Committee;
<b>“Joint Scrutiny Councillor Group”</b>	a group comprising of elected members of the Councils and operating under the terms of reference set out in Schedule 6;
<b>“Lead Council”</b>	the Council which pursuant to clause 10 is appointed by the Joint Committee to discharge a certain Function on behalf of the PARTNERIAETH;
<b>“Lead Council Costs”</b>	the costs of discharging their Functions in accordance with service level agreements approved by the Joint Committee with the cost rechargeable to the PARTNERIAETH together with those elements of the costs of Lead Officer support to the PARTNERIAETH which have been approved by the Joint Committee;

<b>“Lead Chief Executive /Lead Director of Education/ Lead Chief Finance Officer/ Lead Officer”</b>	means the appropriate officer appointed by the Joint Committee under clause 10 to undertake on behalf of the PARTNERIETH the Functions set out in clause 10. For the avoidance of doubt the Lead Chief Finance Officer shall be the S.151 officer of the Lead Council with responsibility for Finance;
<b>“Liabilities Schedule”</b>	the schedule of actual and potential liabilities drafted by a Withdrawing Council and contained within the Withdrawal Notice setting out the information prescribed by clause 19;
<b>“Loss”</b>	all losses, claims, expenses, actions, demands, costs and liabilities arising out of this Agreement in contract, tort or otherwise directly suffered by a Council together with any damage, expense, liability or costs reasonably incurred in contesting or quantifying such loss or liability to include loss or repayment of Government Funding but not including indirect or consequential losses;
<b>“Material”</b>	all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data, text supplied is not to be covered by this definition;
<b>“Objects”</b>	means the core aims and objectives of the PARTNERIAETH set out in recital C and as set out in Schedule 2 Part 1;
<b>“PARTNERIAETH Lead Officer”</b>	means the lead officer appointed by the Joint Committee and employed by the Lead Council with responsibility for the Central Team, as principal adviser to the Joint Committee and to manage the Central Team;
<b>“Personal Data”</b>	shall have the meanings set out in the DPA 2018;
<b>“PR Protocol”</b>	a protocol agreed by the Councils for the release of public statements and press releases relating to the PARTNERIAETH;
<b>“Region”</b>	means the combined administrative areas of the Councils for time to time for which the Councils, or their successors, have responsibility;
<b>“Responsibilities”</b>	means the core duties and responsibilities of the Councils and the PARTNERIAETH in pursuance of the Objects and set out in Schedules 1 and 2;
<b>“Services”</b>	means the services to be provided to the Councils and to any other council pursuant to clauses 13 and 14 under the direction of the Joint Committee in pursuance of the Objects and as set out in Schedule 2;

<b>“Strategic Group”</b>	the group established in accordance with clause 6 and Schedule 4;
<b>“Withdrawal Notice”</b>	a notice issued by one of the Councils in accordance with clause 19 to give notice of its withdrawal from the PARTNERIAETH and this Agreement;
<b>“Withdrawing Council”</b>	a Council that has given notice of its intention to withdraw from the PARTNERIAETH and this Agreement in accordance with clause 19;

- 1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.6 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “*eiusdem generis*” shall not apply.
- 1.7 Any reference to the title of an officer of any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to.
- 1.8 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

## **2. Commencement and Duration**

This Agreement shall commence on the Commencement Date and shall continue in force until such time as it is terminated in accordance with the provisions of clause 20.

## **3. The Councils’ Obligations**

- 3.1 The Councils agree to work together to achieve the Objects in accordance with the provisions of this Agreement.

- 3.2 The Councils agree to undertake their Responsibilities and Functions to ensure effective provision of the Services.
- 3.3 Without prejudice to the specific terms of this Agreement, the Councils further agree that they shall conduct their relationship in the spirit of good faith and in an open, collaborative and constructive manner; act with reasonable skill and care and in accordance with best practice.
- 3.4 The Councils further agree that they will act in accordance with the values and principles of the PARTNERIAETH as outlined in Schedule 2 and any applicable policies agreed by the Joint Committee in order to achieve the Objects.

#### **4. Establishment of a Joint Committee**

- 4.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers the Councils hereby create a joint committee for Partneriaeth Addysg De Orllewin Cymru/South West Wales Education Partnership to be known as the PARTNERIAETH Joint Committee with effect from the Commencement Date.
- 4.2 The Councils shall use their Powers in sections 101, 102, 111, 112 and 113 of the Local Government Act 1972, sections 2, 19 and 20 of the Local Government Act 2000, section 1 of the Local Authorities (Goods and Services) Act 1970, section 25 of the Local Government (Wales) Act 1994, section 9 of the Local Government (Wales) Measure 2009, section 13 and 13A of the Education Act 1996 and all other enabling powers available from time to time to facilitate their effective participation in the Joint Committee and the effective delivery of the Services in accordance with the terms of this Agreement.
- 4.3 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Terms of Reference of the Joint Committee as set out at Schedule 3 to this Agreement.
- 4.4 The Councils may from time to time vary the terms of reference of the Joint Committee and this shall be a matter reserved to the Councils. The reservation to the Councils does not preclude the Joint Committee from making recommendations to vary the terms of the reference where it considers they shall promote the Council's Obligations.
- 4.5 The Joint Committee shall not have power to approve any matter which has been reserved to the Councils as set out in Schedule 8 to this Agreement. Any matter reserved to the Councils in accordance with Schedule 8 will require the unanimous agreement of all Councils before being endorsed by the Joint Committee and implemented by the PARTNERIAETH.
- 4.6 The Joint Committee may delegate functions to sub-committees and officers.
- 4.7 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

## **5. Arrangements for the discharge of functions**

- 5.1 The Councils agree to use their powers under section 101(1) of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers to enter into arrangements under which the Joint Committee shall discharge and undertake on their behalf those matters set out in the terms of reference of the Joint Committee in Schedule 3 to this Agreement with the purpose of supporting the Councils to discharge their statutory duties and functions.
- 5.2 Each Council hereby represents and confirms to the other Councils that it has obtained all necessary consents sufficient to ensure the effective operation of the PARTNERIAETH as provided for by this Agreement.
- 5.3 Each Council warrants that entering into this Agreement and its participation in the Joint Committee is consistent with its own constitution.

## **6. Establishment of a Strategic Group.**

The Joint Committee shall establish a Strategic Group which shall report to the Joint Committee. The Strategic Group will have responsibility for undertaking certain operational matters and shall operate in accordance with the terms of reference set out in Schedule 4.

## **7. Establishment of an Operations Group and Stakeholder Group**

The Joint Committee shall establish an Operations Group and a Stakeholder Group which shall report to the Strategic Group. The Operations Group and Stakeholder Group shall have the terms of reference set out in Schedule 5.

## **8. Establishment of a Joint Scrutiny Councillor Group**

The Councils will create a Joint Scrutiny Councillor Group with effect from the Commencement Date. The Joint Scrutiny Councillor Group shall provide an informal scrutiny function to ensure greater public accountability over decisions made by the Joint Committee and any of its sub-committees and related entities. The Joint Scrutiny Councillor Group shall comprise elected members of all of the Councils and shall operate within the terms of reference set out in Schedule 6.

## **9. Subcommittees**

The Joint Committee shall establish the membership and terms of reference for any sub-committees or sub-groups which it establishes and may dissolve such sub-committees or sub-groups. Sub-committees to which the Joint Committee delegates functions are bound by the provisions of this Agreement regulating the taking of decisions by the Joint Committee. The Joint Committee may create additional sub-committees from time to time as it sees fit.

## **10. Appointment of Lead Councils**

- 10.1 The Joint Committee shall appoint Lead Councils to assume responsibility for the discharge of Functions on behalf of the PARTNERIAETH. The Functions may include :-
- (a) Administration of Joint Committee

- (b) Contracts and Procurement
  - (c) Employment of PARTNERIAETH Lead Officer and Central Team and Human Resources function
  - (d) Finance (to include debtors, creditors, treasury management, banking, payroll and liaison with external audit), internal audit & Section 151 Officer
  - (e) Preparation of the Annual Governance Statement
  - (f) IT support
  - (g) Legal and Monitoring Officer services
  - (h) Administration and support of Joint Scrutiny Councillor Group
  - (i) Communications
  - (j) Data Protection Officer Services
- 10.2 The Joint Committee shall agree the terms of the SLA for each of the Functions and any limits on charging.
- 10.3 Any change to the appointment of a Lead Council shall be approved by the Joint Committee and unless agreed otherwise by the Joint Committee a twelve month notice period shall be given by the Council ceasing to operate the Function. The Joint Committee shall give notice to the Council which will be appointed as the replacement Lead Council for that Function.
- 10.4 The Lead Council shall, when required, act on behalf of each or all of the Councils in respect of the provision of the Functions.
- 10.5 The Lead Council responsible for management of the Central Team shall, subject to the provisions of Schedules 1 and 2, employ and manage sufficient staff as is approved by the Joint Committee for delivery of the Functions in a cost-effective and efficient manner. This Lead Council is also responsible for the human resources element of the Function and shall provide advice and support on common employment issues arising out of the operation of this Agreement. In recognition of the national model, the human resources Function will encompass organisational development activity in order to provide the regional co-ordination role in the development of policies and procedures and the regional training role associated with all regional activity.
- 10.6 The Lead Council responsible for administration shall act as clerk to and host the Joint Committee and provide other requisite support services including translation.
- 10.7 The Lead Council responsible for Finance shall prepare and manage the Annual Budget and shall prepare the annual statement of accounts and will ensure that accounting practices adopted comply with relevant legislation and good practice.
- 10.8 The Lead Council responsible for Legal and Monitoring Officer services shall supervise the governance arrangements and operation of the Joint Committee, the Strategic Group and the PARTNERIAETH in accordance

with the terms of this Agreement, conduct legal proceedings under Clause 17, and ensure compliance with relevant legislation and good practice.

10.9 The Lead Council responsible for Contracts and Procurement will act as the contracting authority for and on behalf of the PARTNERIAETH in accordance with that Council's Contract Procedure Rules and, on behalf of PARTNERIAETH, will process all payments under a contract for payment by the Lead Council for Finance when they fall due and shall, when required, carry out the instructions of the Strategic Group and ensure that its activities are competent, legally compliant and in accordance with relevant regulations, good practice and the terms of this Agreement.

10.10 Change of Lead Council.

10.10.1 Subject to clause 10.10.2 if the Joint Committee determines that it is necessary to change the Lead Council responsible for any Function the outgoing Lead Council shall take any action required by any or all of the other Councils to allow another of the Councils to take on the role of Lead Council and to allow the other Councils to continue with the PARTNERIAETH and the Agreement. Without prejudice to the generality of the foregoing the Lead Council shall promptly:

- (a) Transfer any information which it holds in its role as Lead Council to any person or body to whom the Chair of the Joint Committee instructs it to transfer;
- (b) Co-operate with the other Councils to identify whether the Central Team staff shall transfer to the replacement Lead Council and shall take all steps necessary to facilitate any such transfer unless otherwise agreed by the Councils;
- (c) Transfer any other assets which it holds in its role as Lead Council to any person or body to whom the Chair of the Joint Committee instructs it to transfer;

10.10.2 Prior to making any decision to change the Lead Council for any Function the Joint Committee shall consider a report from the Strategic Group outlining any operational or cost implications arising from any proposed change.

10.11 Lead officers

The Lead Chief Executive, the Lead Director of Education and the Lead Chief Finance Officer to the PARTNERIAETH shall be appointed by the Joint Committee and their duties shall include ensuring, as far as possible, that:

- actions and decisions required from each Council in relation to the Functions are taken promptly.
- each Council provides sufficient and appropriate support to secure effective delivery of the Functions.

## 11. Central Team

11.1 The Joint Committee shall establish a Central Team to be managed by the PARTNERIAETH Lead Officer to be responsible for the day to day

management of matters relating to the operation of the PARTNERIAETH and the Joint Committee. The Central Team shall provide monitoring reports as requested from time to time by the Joint Committee and the Strategic Group and all other duties as set out in Schedule 11.

- 11.2 The Central Team shall be employed by the Lead Council having responsibility for the Function in accordance with clause 10. Arrangements for the accommodation of the Central Team shall be approved by the Joint Committee.

## **12. Business Plan**

- 12.1 The Strategic Group on behalf of the PARTNERIAETH shall prepare a Business Plan to be approved by the Joint Committee.
- 12.2 Each Council may prepare an annex to the Business Plan concerning its schools, school improvement priorities, improvement services and improvement targets specifying how these matters interact with the Business Plan.
- 12.3 The arrangements for the preparation and approval of the Business Plan and the Council annexes to the Business Plan are set out in Schedule 10.

## **13. Provision of Services**

The Services to be delivered by the PARTNERIAETH are set out in Schedule 2. Each Council shall identify the Services they require from the PARTNERIAETH from time to time and agree the method and timescale for delivery with the Central Team.

## **14. Admission of new parties to the PARTNERIAETH and the provision of Services to non-parties**

- 14.1 The decision to allow the admission of an additional council as a party to the PARTNERIAETH is a matter reserved to the Councils in accordance with Schedule 8. If all Councils agree to the proposed admission then the Joint Committee shall take the necessary steps to arrange for this Agreement to be varied to facilitate such admission of a new party to include confirmation of any Functions to be allocated and their contribution to the Annual Budget.
- 14.2 The decision to allow the PARTNERIAETH to provide Services to a non-party to this Agreement is a matter reserved to the Councils in accordance with Schedule 8 together with any decision on the terms and conditions upon which the Services are to be provided. The provision of services must be at no detriment to the PARTNERIAETH's operations and must be provided on at least a full cost recovery basis. If all Councils are in agreement then the Joint Committee shall authorise the Councils with responsibility for the relevant Functions to put in place the necessary arrangements including contractual agreements for the provision of Services to a non-party.

## **15. Processes for decision making**

- 15.1 The Joint Committee is the decision making body for the PARTNERIAETH for all matters within its terms of reference in Schedule 3. The Strategic



Group has responsibility for undertaking certain operational tasks to support the Joint Committee as outlined within its terms of reference in Schedule 4.

- 15.2 The Strategic Group is assisted in its operational role by the work of the Operations Group and the Stakeholder Group who will report and make recommendations to the Strategic Group for decision by the Joint Committee as appropriate.
- 15.3 For those matters which are reserved to the Councils in accordance with Schedule 8, each Council will be required to make a decision on the matter in question, in accordance with their own constitutional arrangements and the unanimous agreement of all Councils is required prior to the matter being approved by the Joint Committee.

## **16. Annual Budget**

- 16.1 The financial regulations of the Lead Council with responsibility for Finance will be adopted by the Joint Committee as the financial regulations for the PARTNERIAETH.
- 16.2 The Lead Council with responsibility for Finance will prepare the Annual Budget for the PARTNERIAETH for approval by the Joint Committee in accordance with Schedule 9. The Annual Budget shall include details of the Government Funding to be received by the Councils and/or the PARTNERIAETH and funding to be generated by the PARTNERIAETH arising out of charges for services to others (including schools) together with the Council Contribution.
- 16.3 The Joint Committee shall review and agree the Annual Budget.
- 16.4 Internal Costs

The Internal Costs incurred by each Council shall be borne in the first instance by the Council providing that internal resource. In the event that a Council is required to bear an Internal Cost which that Council views as excessive, the Council can make a request to the Joint Committee that the costs in question form part of the Annual Budget.

### **16.5 The Lead Council Costs**

The Joint Committee shall determine which of the costs incurred in undertaking the Functions shall be regarded as Lead Council Costs and regulated by a service level agreement (if required) and which costs fall outside of Lead Council Costs and will be regarded as Internal Costs to be borne by the Council incurring the expenditure. Service level agreements if required will be drafted by the Lead Council with responsibility for Finance.

Where a Lead Council for a Function incurs Lead Council Costs or liability in providing the Function, the appropriate officer of the Lead Council discharging the Function shall, on a six monthly basis, provide details of that cost or liability to the Lead Chief Finance Officer.

### **16.6 The Councils Contribution**

Each Council shall make a contribution to the PARTNERIAETH representing their share of the Annual Budget to be calculated in

accordance with Schedule 9. Each Council's Contribution will be held and managed by the Lead Council with responsibility for Finance.

#### 16.7 Provision of Services to non-parties

The Lead Council with responsibility for Legal Services shall prepare all contract documentation necessary to regulate the delivery of Services to a non-party (to include appropriate indemnities) and the Lead Council for Finance shall arrange for the non-party to be invoiced in accordance with the provisions of Schedule 9.

### 17. Legal Proceedings

17.1 Any legal action or proceedings in respect of any contract or other matter in dispute with a third party under this Agreement may be taken or defended only by the Lead Council for Legal and Monitoring Officer services for and on behalf of the other Councils, and in accordance with the instructions of the Strategic Group.

17.2 If, notwithstanding Clause 17.1, legal proceedings are issued by any one of the other Councils such proceedings will be amalgamated into one claim to be taken by the Lead Council for Legal and Monitoring Officer services alone for and on behalf of the one or all of the other Councils.

17.3 Subject to Clause 17.4, if any legal action, proceedings or claims are instituted against any of the Councils arising out of or in connection with this Agreement, then the costs of defending the proceedings or claims, and the payment of any damages or settlement arising out of the proceedings or claims, shall be shared between the Councils according to the formula used to calculate the Council's Contribution as set out in Schedule 9, provided that the Council notifies and consults the other Councils prior to taking any steps to defend the proceedings.

17.4 In the event that a claim is made which is solely attributable to the actions or omissions of one or more Councils (but not all Councils), or a Council has failed to notify and/or to consult with the other Councils prior to taking any steps to defend the proceedings or claims as required by Clause 17.3 above, the Council(s) solely attributable for the claim and/or which fails to consult prior to defending any proceedings or claims will be solely responsible for the costs of defending such action and solely liable for the payment of any damages or settlement arising out of the proceedings or claim and shall indemnify the other Councils accordingly. Where responsibility is shared by two or more (but not all) Councils then the liability shall be divided between those Councils equally unless those Councils agree otherwise.

### 18. Mitigation

Each Council shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Council is entitled to bring a claim against any other Council pursuant to this Agreement.

### 19. Withdrawal from this Agreement

19.1 If a Council wishes to withdraw from the PARTNERIAETH and this Agreement, it shall provide not less than twelve months' written notice terminating at the end of a financial year (31<sup>st</sup> March) of its intention to

withdraw to the Joint Committee (“Withdrawal Notice”). The Withdrawal Notice shall contain a Liabilities Schedule detailing the following prescribed information:-

- 19.1.1 An assessment of the potential impact of the withdrawal on the continued operation of the PARTNERIAETH and in particular the potential impact on the staffing structure of a reduction in service provision.
  - 19.1.2 Details of any outstanding payments of the Council’s Contributions to the Annual Budget as at the date of the Withdrawal Notice and an estimate of any Contribution payable as at the date of withdrawal.
  - 19.1.3 Details of any potential liabilities to the other Councils to include liability in relation to current or potential litigation or any potential claims that may be made pursuant to clauses 17 and 21.
  - 19.1.4 Details of any claims that the withdrawing Council may have against any of the other Councils in relation to a potential breach of the terms of this Agreement or under the indemnity provisions in clause 21.
  - 19.1.5 Details of any assets held or staff employed by the Council which it is proposing to transfer to the PARTNERIAETH and any associated costs.
  - 19.1.6 Proposals for settling any actual or potential claims, making good any losses or liabilities or satisfying any indemnities arising under this Agreement.
- 19.2 The Withdrawal Notice shall not take effect until the content of the Liabilities Schedule has been approved by the Joint Committee. Consideration of a Withdrawal Notice is a matter reserved to the Councils who will make a decision on whether to accept the Withdrawal Notice and approve the Liabilities Schedule, before the matter is considered by the Joint Committee.
- 19.3 The Joint Committee shall notify Welsh Government within 10 working days of receipt of a Withdrawal Notice of a Council’s intention to withdraw from the PARTNERIAETH and this Agreement.

## **20. Termination of This Agreement**

- 20.1 This Agreement may be terminated as follows:
- 20.1.1 By all Councils agreeing that this Agreement may be determined upon terms agreed by all the Councils to include the arrangements for the dissolution of the PARTNERIAETH and the discharge of all outstanding liabilities associated with the PARTNERIAETH.
  - 20.1.2 The Agreement will automatically determine on the expiry of a Withdrawal Notice which has been approved by the Joint Committee leaving only one remaining Council which has not withdrawn from the Agreement.
- 20.2 The following clauses survive termination of this Agreement – clauses 17, 21, 22, 24 and 25

## 21. Liabilities of the Councils

- 21.1 Each Council shall indemnify and keep indemnified the other Councils against all Loss which the other Councils may incur by reason of or arising directly or indirectly out of any default or breach by a Council of its obligations under this Agreement or of the terms and conditions of any offer of Government Funding. Subject to clause 21.2 in the event that the responsibility is a shared one between 2 or more (but not all) of the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount shall be divided between those Councils equally unless those Councils agree otherwise.
- 21.2 Where responsibility for the Loss is shared by all the Councils and it is not reasonably practicable to ascertain the exact responsibility between the Councils then the amount of the Loss shall be divided between the Councils on a pro rata basis according to formula used to calculate the Council Contributions as set out in Schedule 9.
- 21.3 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities which relates to this Agreement shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.
- 21.4 No Council shall be indemnified in accordance with this clause 21 unless it has given notice in accordance with clause 21.3 to the other Council(s) against whom it shall be enforcing its right to an indemnity under this Agreement. The Council seeking the indemnity shall not admit, compromise or settle any claim without the consent of the indemnifying Council except where such consent would be unreasonable in the circumstances of the case.
- 21.5 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance.
- 21.6 If the Lead Council for Finance is in receipt of Government Funding on behalf of the PARTNERIAETH and is required to repay some or all of the same then all the Councils will share any Loss on a pro rata basis according to the formula set out in Schedule 9 if the reason for the repayment is as follows:-
- 21.6.1 The actions or event which have led to the demand for repayment have arisen as a result of any of the Councils acting on the instructions of the Joint Committee or Strategic Group; or
- 21.6.2 The requirement to repay the Government Funding has arisen as a result of a decision of Welsh Government which is not attributable to the actions or omissions of any of the Councils.
- 21.7 If any of the Lead Councils whilst undertaking their Functions incur a Loss as a result of following an instruction from the Joint Committee or Strategic Group such Loss shall be shared between all the Councils on a pro rata

basis according to the formula set out in Schedule 9 unless the Councils agree otherwise.

- 21.8 Nothing in this clause shall require any Council to indemnify any other Council for Loss occasioned by the claiming Council as a result of that claiming Council's negligent acts or omissions.
- 21.9 Any Council seeking to withdraw from the PARTNERIAETH and this Agreement in accordance with clause 19 shall indemnify the other Councils against any Loss to the other Councils arising directly out of the consequences of its withdrawal from the PARTNERIAETH and this Agreement.

## **22. Dispute Resolution**

- 22.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with either Option A or Option B of this clause 22. This is without prejudice to the right of any Council under section 103 of the Local Government Act 1972 to refer a dispute about the expenses of a joint committee to be determined by a single arbitrator agreed by the appointing authorities or, in the absence of agreement to be determined by the Welsh Ministers.
- Option A:
- 22.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall, at the written request of any Council, be referred by each Council to its Chief Executive officer.
- 22.4 If the Councils' Chief Executive officers do not agree a resolution of the Dispute within twenty Business Days of the date of service of any such request, either party may require the other party by notice in writing to attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Within five Business Days of the date of service of such notice the parties shall each propose a mediator and shall seek to agree as to the selection of a mediator.
- 22.5 If the Councils are unable to agree on a mediator within ten Business Days of date of service of the notice referred to in clause 22.4 or the mediator agreed upon is unable or unwilling to act and the Councils cannot agree upon a substitute, any of the Councils may apply to CEDR to appoint a mediator as soon as practicable.
- 22.6 The Councils shall within five Business Days of the appointment of the mediator (the "Mediator") meet with the Mediator in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the Councils

may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.

- 22.7 All negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Councils in any future proceedings.
- 22.8 If the Councils reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and, once it is signed by the Councils or their duly authorised representatives, shall be and remain binding upon the parties.
- 22.9 The costs and expenses of the mediation shall be borne equally by the Councils. Each Council shall bear its own costs and expenses of its participation in the mediation.
- 22.10 If mediation fails to secure a resolution within ten Business Days of the Mediator being appointed, the Councils shall attempt to settle the Dispute by arbitration under the Rules of the London Court of International Arbitration (which Rules are deemed to be incorporated by reference into this clause) and otherwise in accordance with clause 22.11.
- 22.11 In the event that an arbitration is commenced pursuant to clause 22.10, the parties agree that:
- (a) the tribunal shall consist of one arbitrator who is to be a chartered accountant who is a full member of one of the CCAB bodies if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter;
  - (b) the place of the arbitration shall be Swansea;
  - (c) the decision of the arbitrator shall be final and binding on the parties (save in the case of manifest error).
- 22.12 In the event that an arbitration is commenced pursuant to clause 22.10 the Joint Committee shall notify the Welsh Government.

#### Option B

- 22.13 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination shall, at the written request of any Council be referred to:
- (a) such chartered accountant who is a full member of one of the CCAB bodies if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter as the Councils may agree in writing; or
  - (b) failing agreement on the identity of the chartered accountant for a dispute relating to a financial matter or the solicitor for a dispute relating to any other matter within seven days of the date of service of the request, such chartered accountant as may be appointed for this purpose on the application of any Council by the President for the time being of one of the CCAB bodies if the dispute relates to a financial matter or such solicitor

as may be appointed by the President for the time being of the Law Society of England and Wales if the dispute relates to any other matter.

22.14 The chartered accountant or solicitor appointed under clause 22 (the "Expert") shall act on the following basis:

- (a) he shall act as expert and not as arbitrator;
- (b) his terms of reference shall be to determine the matter in dispute, as notified to him in writing by either party within thirty days of his appointment;
- (c) the Councils shall each provide the Expert with all information which he reasonably requires and the Expert shall be entitled (to the extent he considers it appropriate) to base his opinion on such information;
- (d) the Expert's determination shall (in the absence of manifest error) be conclusive; and
- (e) the Experts' costs shall be borne in such proportions as the Expert may direct or, failing any such direction, shall be borne equally between the Councils unless agreed otherwise by the Councils.

## **23. Notices**

### **23.1 Form of Notice**

Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post or special delivery post to the recipient at the address stated in Schedule 12 (or such other address as may be notified in writing from time to time to all of the other Councils) or sent by email to the address stated at Schedule 12 (or such other email address as may be notified in writing from time to time to all of the other Councils).

### **23.2 Service**

Any such demand, notice or communication shall be deemed to have been duly served:

- (a) If delivered by hand, when left at the proper address for service;
- (b) If given or made by pre-paid first class or special delivery post two Business Days after being posted; or
- (c) If sent by email, at 9 am the day following the receipt of the email. It shall be sufficient to show that the email was addressed to the correct email address without any error message on the delivery receipt. Where a notice is sent by email it shall also be sent by post.

Provided in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

## 24. Information and Confidentiality

- 24.1 Each Council shall keep confidential the Confidential Information and Intellectual Property of any of the Councils and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of the Confidential Information and Intellectual Property rights of the Councils other than as permitted under the provisions of this Agreement. Each Council shall not use or disclose other than as permitted under the provisions of this Agreement any Confidential Information about the business of or belonging to any other Council or third party which has come to its attention as a result of or in connection with this Agreement.
- 24.2 The obligation in clause 24.1 shall not apply to:
- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement.
  - (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause.
  - (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any statutory obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law.
  - (d) Any disclosure of information which is already lawfully in the possession of the disclosing Council without restrictions as to its use prior to its disclosure by the disclosing Council.
  - (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
  - (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
  - (g) Any disclosure by a party to a department, office or agency of the Government.
  - (h) Any disclosure for the purpose of the examination and certification of a party's accounts.
- 24.3 Where disclosure is permitted under clauses 24.2(a), 24.2(f), 24.2(g) or 24.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.
- 24.4 No Council shall make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of this Agreement unless it has been approved by the Strategic Group with the agreement of the Chair of the Joint Committee.



## 25. Data Protection

- 25.1 The Councils shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in a document to be agreed by the Councils.
- 25.2 Each Council shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 25.3 To the extent any Council processes any Personal Data on behalf of another Council the processing Council shall:
- (a) Process such Personal Data only in accordance with the other Council's written instructions from time to time and only for the duration of this Agreement.
  - (b) Not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the other Council.
  - (c) Take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, limit such access to its personnel who require access, and remove, when no longer required, such access to the Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data.
  - (d) Implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access.
  - (e) Not transfer such Personal Data outside the European Economic Area without the prior written consent of the other party.
  - (f) Inform the other Council within twenty four (24) hours if any such Personal Data is (while within the processing Council's possession or control) subject to a personal data breach (as defined in the UK GDPR) or within such other time period as required under other Data Protection Laws, or is lost or destroyed or becomes damaged, corrupted or unusable.
  - (g) Only appoint a third party to process such Personal Data with the prior written consent of the other Council.
  - (h) Not use or disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Council or as expressly provided for in this Agreement.
  - (i) Return or irretrievably delete all Personal Data on termination or expiry of this Agreement and not make any further use of such Personal Data.

- (j) Provide to the other Council and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause and the Data Protection Laws.
  - (k) Permit the other Council or its representatives to access any relevant premises, personnel or records of the processing Council on reasonable notice to audit and otherwise verify compliance with this clause.
  - (l) Take such steps as are reasonably required to assist the other Council in ensuring compliance with its obligations under the UK GDPR and other applicable Data Protection Laws.
  - (m) Notify the other Council within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
  - (n) Provide the other Council with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.
- 25.4 If any Council receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by another Council or to another Council's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Council and it shall provide the other Council with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 25.5 If a Council requires another Council to make any disclosures or provide any information in respect of this Agreement in order to enable that party to meet its obligations under the Data Protection Laws the other Council shall do so.
- 25.6 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

## **26. Intellectual Property**

- 26.1 Each Council shall retain all Intellectual Property in its Material.
- 26.2 Each Council shall grant all of the other Councils and any other person specified by the Joint Committee a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to the PARTNERIAETH whether or not the Council granting the licence remains a party to this Agreement.
- 26.3 Any Intellectual Property in Material which is produced by the Joint Committee, the Strategic Group or the Central Team shall be held by the Lead Council with responsibility for the Central Team on behalf of the Councils jointly.
- 26.4 Without prejudice to clause 26.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material shall grant to all other Councils to this

Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.

- 26.5 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 26.6 Each Council warrants that it has or shall have the necessary rights to grant the licences set out in clause 26.2 and 26.4 in respect of the IP Material to be licensed.
- 26.7 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

## **27. Freedom of Information**

- 27.1 Each Council acknowledges that it and the other Councils are subject to the requirements of FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of a request to access information. The Councils shall comply with their policies on FOI Legislation in respect of information disclosure obligations to the extent that they relate to the PARTNERIAETH.
- 27.2 Where a Council receives a request for information under the FOI Legislation in relation to information which it is holding on behalf of any of the other Councils in relation to the operation of the PARTNERIAETH, it shall inform the other Councils of the request and its response.
- 27.3 Any Council which receives a request for information under FOI Legislation shall be responsible for determining in their absolute discretion whether any information requested under FOI Legislation:
  - (a) Is exempt from disclosure under FOI Legislation.
  - (b) Is to be disclosed in response to an Information Request.
- 27.4 Each Council acknowledges that any of the Councils may be obliged under FOI Legislation to disclose information:
  - (a) Without consulting the other Councils where it has not been practicable to achieve such consultation; or
  - (b) Following consultation with the other Councils and having taken their views into account.

## **28. Language**

The Joint Committee shall undertake its functions in such a way as to comply with each of the Councils compliance notices issued under the Welsh Language Standards (No 1) Regulations 2015.

## **29. Severability**

29.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

- (a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- (b) The parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

## **30. Relationship of Councils**

Each of the Councils is an independent Council and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

## **31. Third Party Rights**

The Councils as parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **32. Entire Agreement**

This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

## **33. Law of Agreement or Jurisdiction**

This Agreement shall be governed by the laws of England and Wales as they apply in Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **34. Assignment**

34.1 The rights and obligations of the Councils under this Agreement shall not be assigned, novated or otherwise transferred to any person other than to any public body acquiring the whole of the Agreement and having the legal

capacity, power and authority to become a party to and to perform the obligations of the relevant Council under this Agreement being:

- (a) The Welsh Ministers,
- (b) A devolved Welsh authority as defined in the Wales Act 2017.
- (c) A Minister of the Crown pursuant to an Order under the Ministers of the Crown Act 1975,
- (d) A UK public body exercising functions in Wales or in England and Wales.

**35. Waiver**

No failure or delay by any Council to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that Council.

**36. Counterparts**

This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

**37. Discretion of the Councils**

The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

THE COMMON SEAL OF  
the Carmarthenshire County Council  
was hereunto affixed in the presence of

THE COMMON SEAL OF  
the Pembrokeshire County Council  
was hereunto affixed in the presence of

THE COMMON SEAL OF  
the Council of the City and County of Swansea  
was hereunto affixed in the presence of

## **SCHEDULE 1**

### **Each Council's Responsibilities**

1. Each Council will retain statutory accountability for school performance and the exercise of statutory powers of intervention and organisation of schools. They will not duplicate the work or activities of the PARTNERIAETH.
2. The PARTNERIAETH will nominate a senior officer to liaise with each Council's relevant Lead Officer who shall jointly agree on the scope and frequency of their meetings having regard to issues requiring attention.
3. The Councils' responsibilities will include:
  - a) recommending a Lead Director of Education, for approval by the Joint Committee, to act as the main point of contact with the PARTNERIAETH.
  - b) arranging for its lead school improvement officer to work collaboratively with the dedicated strategic lead/senior adviser appointed by the PARTNERIAETH.
  - c) discussing with the PARTNERIAETH their respective roles, functions and actions with a view to avoiding duplication of effort and, in particular, each Council shall share with the PARTNERIAETH information relating to the overall vision and social and economic development priorities for their areas, having particular regard to issues that are likely to affect schools.
4. Councils will monitor progress of schools in their area through their member-level scrutiny arrangements
5. Each Council's scrutiny committee for children's and education services will meet at least once a year to consider performance and progress in their schools such meetings to be attended by Council and PARTNERIAETH staff equipped to answer questions
6. Each Council shall cooperate with and support the Joint Scrutiny Councillor Group in the scrutiny of the work of the PARTNERIAETH.
7. Councils shall provide the PARTNERIAETH with access to relevant data systems including anonymised data sets on pupil performance where these are held at local authority level.
8. Councils and the PARTNERIAETH shall jointly consider recommendations on statutory school interventions and, in the absence of exceptional circumstances, will implement them in accordance with agreed protocol.
9. Each Council undertakes to act reasonably in their expectations of PARTNERIAETH staff and resources and agrees that staff shall not be required to spend a disproportionate amount of their time on reporting and scrutiny work.

## **SCHEDULE 2**

### **The PARTNERIAETH: Values and Principles, Organisation and Services**

#### **Part 1: Values and Principles**

Effective partnerships and collaboration only become truly effective when they are underpinned and enclosed by shared values and principles. They allow trust and mutual understanding to develop within a safe environment.

Inclusivity- the PARTNERIAETH needs to ensure that all Councils are involved and included in the decision making, accountability and performance management process of regional working.

Accountability- Robust quality assurance and accountability processes must be established. This should include a value for money element. Accountability is the responsibility of all partners and processes should ensure that every Director is equally involved – this leads to collective responsibility and should secure high quality provision.

Open and honest, Transparency, agility, subsidiarity

Mutual trust- not unravelled by individuals or groups of individuals.

#### **Equity and Fairness**

- Equity and excellence go hand in hand. Location, deprivation or childhood experiences will not prevent learners from reaching their maximum potential
- Learners in the Region will be resilient, imaginative, compassionate and ambitious – they will aim high and achieve their goals
- The PARTNERIAETH will take pride in the job that it does and is ambitious for all of the schools and pupils in the region
- The PARTNERIAETH is committed to ensuring effective learning and that all pupils reach their potential

#### **Support**

- The PARTNERIAETH celebrates and shares success
- The PARTNERIAETH leads by example and inspires confidence in others
- The PARTNERIAETH leads by example and drives continuous improvement, by asking how could this be done better
- The PARTNERIAETH focuses on longer-term outcomes rather than short-term goals
- Barriers and challenges are resolved promptly and success is celebrated



## **Innovation**

- The PARTNERIAETH inspires others and continuously seeks innovative solutions.
- The PARTNERIAETH effectively plans and anticipates change.
- The PARTNERIAETH acts on opportunities.
- The PARTNERIAETH recognises problems and implements solutions

## **Collaboration**

- Within the PARTNERIAETH, transparency, trust and honesty are a professional obligation
- The PARTNERIAETH listens, reflects and prepares well and questions.
- The PARTNERIAETH engages and supports each other by working together and developing a shared focus.
- The PARTNERIAETH builds effective relationships with all stakeholders and partners.
- The PARTNERIAETH recognises people's contributions and achievements
- The PARTNERIAETH focuses on sustainable progress and growth

## **Integrity**

- All involved work together with each partner feeling valued, motivated, responsible and having the opportunity to contribute to the collective outcomes of the process;
- The PARTNERIAETH is trustworthy and reliable
- The PARTNERIAETH is able to adapt to changing priorities and seeks to create a positive and healthy working environment.
- The PARTNERIAETH stands by difficult decisions and openly acknowledges errors.
- The PARTNERIAETH challenges and confronts poor performance.

## **Key Principles**

- Deliver a genuine partnership with other local authorities and the region to build capacity
- Share learning across the region to better support schools using consistent school improvement methodologies.

- Deliver on a small number of priorities (*the priorities will be agreed and reviewed annually by effective co-construction, collaboration and partnership working*)
- Maximise devolved funding to schools ensuring transparency on funding issues
- Needs of all learners and schools in the collaboration are known and understood by partners and is at the centre of the work of the partnership
- the strong relationship between the school and the Local Authority should be the basis of an integrated approach to school improvement.
- exceptional quality, innovation and rigour in the delivery of agreed support services
- good value for money
- to work towards providing a fully bilingual service
- a service led by the needs of schools and Local Authority priorities
- Local employment and deployment of a school improvement team
- Provide a secure central service which can encourage excellent people to commit to it, enabling funding to be delegated purposefully and provide higher levels of funding to reach schools as our key partners.
- Be an acknowledged hub of excellence, led by securely employed, high level specialists, who are able to provide leadership and support for local, hub or other sub-regional groupings.
- Be a partnership enabling the best use of intelligence about schools and the resources available to support improvement
- Share learning across the region to better support schools using consistent school improvement methodologies.
- Establish a consistent regional approach to reduce duplication, ensure fairness and equity for all schools and to demonstrate value for money.
- Have a secure and effective model of governance to underpin a more responsive and innovative regional service which supports accountabilities that are shared between the regional and the local.
- Develop a regionally formulated and agreed school improvement strategy to be delivered locally to ensure the best possible provision of school improvement to further improve learner outcomes

## **Part 2: Organisation**

### Staffing Structure

The PARTNERIAETH will assign a dedicated strategic lead/senior adviser to link with each lead school improvement officer in each of the Councils to aid communication and integration.

#### Retention of central powers

The PARTNERIAETH will ensure that there is sufficient expertise in the Central Team to manage the following matters effectively:

- a) progress of schools within the Region
- b) strategic planning and coordination of the professional learning service and performance management of its effectiveness in delivering the Objects
- c) strategic leadership of key themes of work such as leadership development, curriculum support, support for Welsh and any other function determined by the Joint Committee.
- d) in conjunction with the Councils, business planning including management of financial resources, risk management, human resource management of PARTNERIAETH staff and the procuring of services

### **Part 3: Services Provided by the PARTNERIAETH to the Councils**

- a) Functions of the PARTNERIAETH will include
  - **Leadership programmes and professional learning** on all levels throughout the workforce
  - Support for **Schools Causing Concern**/schools at risk of causing concern if required / Improving quality in our Schools
  - Implement and support Welsh Government Strategies and develop **regionally formulated strategies to implement these**
  - ⊖ Develop **regionally formulated and agreed strategies**
  - **Cymraeg including Cymraeg 2050**
  - Enable schools to become effective **learning organisations**
  - Support for **Digital learning**
  - Professional learning for **blended learning**.
  - **Equity and Wellbeing**
  - Research and links with **Higher Education Institutions**
  - Provide good quality advice and guidance for the **world of work**
  - Secondary Support

- Qualifications
- Pedagogy
- Collaborative Learning
- Additional Literacy and Numeracy
- Regional support for Modern foreign languages (Global Futures/Primary)
- Links with LA officers
- Facilitate School to School support
- Education Workforce Council links

Supporting the development of school leadership at all levels including affording opportunities for emerging and senior leaders to develop their experience and expertise through assignment and secondment to other schools, and commissioning and co-ordinating the provision of professional learning and development programmes

Ensuring the effective delivery in all schools and pupil referral units of national frameworks to support Welsh Government policy and strategy frameworks and co-ordinating and quality assuring the provision of professional learning and development to achieve this

Aligning Welsh Government and local strategies across the partnership to raise standards and ensuring the provision of high quality professional development offering relevant professional learning for practitioners

Working with the Authorities to ensure that their plans develop ensuring the alignment of the Welsh in Education Strategic Plans (WESP) across each Council to achieve consistency in the development of excellence in education in both the Welsh-medium and bilingual sectors and also in the delivery of Welsh as a second language

Providing and enabling strategic vision, focused leadership at a regional level and guidance, advice and focus to work supporting all aspects of school improvement.

### **SCHEDULE 3**

#### **Terms of Reference of the Joint Committee**

#### **1 Governance**

1.1 Leaders of the three Councils

#### **2 Purpose**

2.1 The Joint Committee has ultimate responsibility and accountability for decisions taken in relation to the operation of the PARTNERIAETH.

2.2 The Joint Committee's functions shall include:

(a) Implementing appropriate governance structures for the PARTNERIAETH.

(b) Developing and implementing the strategic planning for the PARTNERIAETH to include approval and adoption of the Business Plan.

(c) Overall responsibility for the performance monitoring.

(d) Approving the Annual Budget and the statement of accounts, agreeing the basis on which the Annual Budget will be funded and any change to the basis for calculation of each Council's Contribution to the Annual Budget. The approval of the first Annual Budget shall be a matter reserved to the Councils in accordance with Schedule 8. All subsequent Annual Budgets will be approved by the Joint Committee on the proviso that the approval shall not result in any Annual Budget exceeding the previous years Annual Budget by more than 5 %.

(e) Approving the internal audit plan, internal audit charter and receiving the Head of Internal Audit annual assurance option.

(f) Receiving external audit reports, including the audit of accounts report (ISA 260)

(g) Approving the annual governance statement

(h) Appointing the Lead Council for each of the Functions

(i) Responsibility for resource allocation and ensuring optimal staffing levels to achieve the Objects.

(j) Appointing the Lead Officers as required by clause 10.11.

(k) Appointing (in consultation with the Strategic Group) the PARTNERIAETH Lead Officer.

(l) To receive and consider reports and recommendations from the PARTNERIAETH Lead Officer, the Strategic Group or the Joint Scrutiny Councillor Group.

(m) Strategic communications.

- (n) Subject to the prior approval of the Councils, receiving and considering Withdrawal Notices and approving the Liabilities Schedule for a withdrawing Council.

### **3 Membership**

- 3.1 Each of the Councils shall appoint its leader or equivalent as its representative as a member of the Joint Committee and all such members shall have full voting rights.
- 3.2 Each of the Councils shall appoint its Cabinet Member with responsibility for Education as a non voting member of the Joint Committee.
- 3.3 In the event that a Council's leader is unable to attend all or part of a meeting of the Joint Committee the relevant Cabinet Member with responsibility for Education will automatically substitute for the leader and shall be able to vote in their place. In the event that the Cabinet Member is unable to attend the meeting then the leader can appoint an alternative substitute with full voting rights for the period that they are substituting for the leader.
- 3.4 In the event that that the Cabinet Member with responsibility for Education is either substituting for the leader in accordance with paragraph 3.3 or is otherwise unable to attend the meeting of the Joint Committee then that Cabinet Member may appoint a substitute to attend meetings of the Joint Committee in a non-voting capacity.
- 3.5 The Joint Committee shall be entitled to co-opt such additional persons to the Joint Committee as non-voting members as the Joint Committee sees fit and on terms to be determined by the Committee.
- 3.6 The co-option of any person as a non-voting member shall be subject to that person confirming in writing to the monitoring officer that he or she agrees to comply with the Co-opted Member Protocol in Schedule 7. No co-option shall take effect until such confirmation has been given.
- 3.7 The following officers shall attend the meetings of the Joint Committee and shall not have a vote:
  - (i) The Chief Executive of each of the Councils with the Lead Chief Executive to support the Chair and advise members.
  - (ii) The Director of Education of each of the Councils with the Lead Director to provide technical advice to the members.
  - (iii) The PARTNERIAETH Lead Officer who shall provide a report dealing with the progress in attaining the Objects including an update on the Business Plan.
  - (iv) The Chair of the Joint Scrutiny Councillor Group with observer status only.

- (v) The Lead Council with responsibility for Finance will arrange for its S.151 officer (or a deputy) to attend to report on the Annual Budget, Statement of Accounts and any other financial matters.
  - (vi) The Chair of the Strategic Group to present and advise on reports from the Strategic Group.
  - (vii) The monitoring officer and section 151 officer of each of the Councils shall be entitled to attend meetings of the Joint Committee as an advisor dependant on the subject matter of agenda items.
- 3.8 The Joint Committee may invite officers of the Councils or from outside bodies to attend committee meetings to present reports or to participate in Joint Committee business or to observe proceedings. These officers will not be members of the Joint Committee, will not form part of the quorum and will not be entitled to vote.

#### **4 Chair**

- 4.1 The Chair of the Joint Committee shall be one of the Council Leaders appointed to the Joint Committee.
- 4.2 The Chair of the Joint Committee shall be elected for a two year term in the first instance, reviewed annually thereafter.
- 4.3 The two Leaders of the remaining local authorities shall be appointed as Deputy Chairs.

#### **5 Voting**

- 5.1 Each member of the Joint Committee shall have one vote. Decisions of the Joint Committee shall be made by simple majority vote. In the event of an equality of votes, the Chair of the Joint Committee shall have a casting vote. In the absence of the Chair or in the event of the Chair withdrawing from the meeting for a particular agenda item, then the Joint Committee shall determine which of the Deputy Chairs shall sit as chair pro tem and that Deputy Chair shall have the casting vote for such period as the Chair is absent from the meeting.

#### **6 Proceedings of Meetings**

- 6.1 The rules of procedure in the constitution of the Lead Council responsible for administration of the Joint Committee shall apply to meetings of the Joint Committee.
- 6.2 The leaders of the Councils shall be subject to the codes of conduct of their respective Councils.
- 6.3 Co-opted members of the Joint Committee who are not members of the Councils shall be subject to the rules of conduct in Schedule 7 and shall sign an undertaking in the form set out at Schedule 7 to confirm that they shall abide by those rules of conduct.

#### **7 Quorum**

- 7.1 The quorum for a meeting of the Joint Committee shall be one representative with voting rights from each of the three Councils.

## **8 Frequency**

- 8.1 The Joint Committee shall meet on a regular basis at a frequency to be determined by the Joint Committee. Additional meetings may be called by the Chair on at least seven clear days' notice issued through the Central Team.

## **9 Allowances**

- 9.1 No allowances shall be paid.

## **10 Servicing**

- 10.1 The Lead Council with responsibility for administration of the Joint Committee shall organise appropriate servicing for the meetings.

## **11 Sub groups**

- 11.1 The Joint Committee by agreement can introduce sub-groups or task & finish groups for any matters which they feel would be better dealt with in this way. These sub-groups shall report to the Joint Committee with any recommendations or draft papers or reports.

## **12 Review**

- 12.1 The terms of reference of the Joint Committee shall be reviewed annually and any recommendations for variation shall be referred to the Councils for determination.



## **SCHEDULE 4**

### **Terms of Reference for the Strategic Group**

#### **1 Governance**

##### 1.1 Officer Governance

#### **2 Purpose**

##### 2.1 The Strategic Group shall have the following roles:

- (a) To act as a reference point for PARTNERIAETH in terms of its interface with the Joint Committee of PARTNERIAETH and PARTNERIAETH's Operations Group.
- (b) Enabling PARTNERIAETH to plan strategically and efficiently for the delivery of key functions and strategic objectives.
- (c) Advising PARTNERIAETH's Joint Committee on strategic plans, performance, resource and risk management in relation to the functions PARTNERIAETH delivers on behalf of the 3 local authorities.
- (d) Embracing and advocating a partnership approach to the effective delivery of national policy for professional learning and leadership development within the context of school improvement.
- (e) Supporting strong governance and strategic oversight of the business plan
- (f) Ensuring value for money within a costed business plan
- (g) Demonstrating oversight of PARTNERIAETH's risk register and its management
- (h) Ensuring suitable staff capacity to deliver the required functions
- (i) Evaluating performance against outcomes prescribed within the business plan
- (j) Ensuring that the collaborative partnership meets the needs of local authorities and that additional needs are prescribed in Annex A of the business plan
- (k) Ensuring that members are available to meet with PARTNERIAETH's Joint Scrutiny Councillor Group in accordance with the Joint Scrutiny Councillor Group's terms of reference.
- (l) Representing the consensus of the group in the Joint Committee, as required.
- (m) Receiving updates from the PARTNERIAETH Lead Officer on the work of PARTNERIAETH's Operations Group.

##### 2.2 The Strategic Group shall have the following responsibilities:

- (a) Contributing to the development and formulation of strategy for the attainment of the Objects.
- (b) Preparing the Annual Budget for approval by the Joint Committee with the guidance and support of the Lead Chief Finance Officer.
- (c) Preparing the Business Plan for approval by the Joint Committee with the guidance and support of the PARTNERIAETH Lead Officer.
- (d) Scrutiny and monitoring of the operation and performance of the PARTNERIAETH, the Central Team and each of the Councils in pursuance of the Objects.
- (e) Advising, setting targets and monitoring the work of the PARTNERIAETH, ensuring that all targets towards the attainment of the Objects are met and, to this end, requesting and considering regular reports from the Lead Council.
- (f) Scrutiny and monitoring of financial controls and systems of risk management and undertaking a budget monitoring function.
- (g) Consulting with the Joint Committee over the appointment (and removal) of the PARTNERIAETH Lead Officer and senior management and recommending appropriate levels of remuneration.
- (h) Making recommendations to the Joint Committee on the approval of and changes to the staffing structure of the Central Team.
- (i) Advising, setting targets and monitoring the work of the Central Team and, to this end, requesting and considering regular reports from the Lead Council having responsibility for management of the Central Team.
- (j) Overseeing the work streams of the Central Team with a view to ensuring that all targets towards the attainment of the Objects are met.
- (k) Approving all contractual arrangements necessary for the attainment of the Objects to be entered into by the Lead Council for Contracts and Procurement on behalf of the PARTNERIAETH.
- (l) Doing such other things in accordance with the terms of this Agreement as may be agreed from time to time.

### **3 Accountable to**

- 3.1 Joint Committee

### **4 Reporting**

- 4.1 All reports prepared by the Strategic Group once approved by the Strategic Group shall be submitted as draft to the Joint Committee for approval via the Central Team.

### **5 Membership**

- 5.1 The Strategic Group shall consist of the following members:-

- (a) the Directors of Education for each Council;
  - (b) the PARTNERIAETH Lead Officer;
  - (c) PARTNERIAETH strategic advisers as and when required.
- 5.2 If a member of the Strategic Group is unable to attend a meeting that member may be represented by a deputy nominated in writing by the Council or body they represent to attend the meeting in their place.
- 5.3 The Joint Committee may approve the co-option of additional representatives to the Group. Co-opted members may include representatives of other key stakeholders such as diocesan authorities, etc and other consultative and stakeholder forums that the PARTNERIAETH may choose to engage.
- 5.4 The co-optees shall not count towards the quorum. Their co-option shall be subject to that person confirming in writing to the monitoring officer that he or she agrees to comply with the Co-opted Member Protocol in Schedule 7. No co-option shall take effect until such confirmation has been given
- 5.5 The Strategic Group may invite officers of the Councils or from outside bodies to attend Group meetings to present reports or to participate in Group business or to observe proceedings. These officers will not be members of the Strategic Group and will not form part of the quorum.

## **6 Chair**

- 6.1 The Chair will be the Lead Director of Education as agreed by the Joint Committee.
- 6.2 In the absence of the Chair at a meeting a chair for that meeting shall be appointed by the Strategic Group from amongst the members in attendance.
- 6.3 The responsibilities of the Chair include
- a) deciding, in consultation with the PARTNERIAETH Lead Officer, the agenda for each meeting of the Strategic Group, ensuring that standing items in relation to strategic planning, performance, resource and risk management are included on each Strategic Group meeting agenda. Ensuring that reports on planning, performance, resource and risk management are considered by Directors prior to consideration by the Joint Committee
  - b) ensuring the provision of accurate, timely and clear information for members
  - c) ensuring the Strategic Group operates effectively in all aspects of its role
  - d) facilitating and encouraging effective contributions from members and appropriate and effective relationships between members and officers
  - e) supporting effective communication with the Councils and Welsh Government
  - f) attending (with the PARTNERIAETH Lead Officer) meetings of the Joint Committee

## **7 Voting/Agreement**

- 7.1 The Strategic Group shall not have any decision making powers. Agreement shall be reached by consensus of the membership referred to in paragraph 5.1.
- 7.2 Where alternative views and opinions are expressed these shall be recorded and included in any reporting process.

## **8 Meetings**

- 8.1 Meetings of the Strategic Group shall be convened by notice in writing issued at the direction of the Chair, in consultation with the PARTNERIAETH Lead Officer and delivered with the agenda and all reports to each member at least 3 clear working days before the date of the meeting.
- 8.2 The chair of the Group shall arrange for minutes of the proceedings of each meeting to be taken, approved and recorded. This role shall be undertaken by the Central Team.

## **9 Quorum**

- 9.1 To constitute a valid meeting of the Group at least two-thirds of the members shall be in attendance at the meeting.

## **10 Frequency**

- 10.1 The Group shall meet regularly at such frequency as the Group shall determine.

## **11 Conflicts of interest**

- 11.1 Occasions will arise where conflicts of interest preclude specific named officers, individuals, committee members and local authorities from taking part in discussions which shall form views and recommendations on specific matters. Members have an obligation to declare any such interests which shall then be recorded.

## **12 Allowances**

- 12.1 No allowances shall be paid.

## **13 Servicing**

- 13.1 Support for the Strategic Group shall be provided by the Central Team.

## **14 Review**

- 14.1 The terms of reference of the Strategic Group shall be reviewed annually by the Joint Committee.

## **SCHEDULE 5**

### **Other governance arrangements**

#### **PARTNERIAETH OPERATIONS GROUP - Terms of Reference**

##### **Frequency**

- Meetings will be held on fortnightly basis, initially. These meetings form part of the governance arrangements of PARTNERIAETH and should be sequential by feeding into PARTNERIAETH's Strategic Group, Joint Scrutiny Councillor Group and Joint Committee.

##### **Membership**

- PARTNERIAETH Lead Officer
- 3 local authority Lead School Improvement Officers or their nominated deputies
- PARTNERIAETH's strategic advisers

The meeting will be chaired by the PARTNERIAETH Lead Officer or another member of the group in his/her absence.

##### **Content**

- PARTNERIAETH's Operations Group is the main driver for producing delivery plans for the strategic themes outlined in PARTNERIAETH's business plan.
- Each Strategic Adviser in PARTNERIAETH will have a budget agreed by Directors at their Strategic Group to deliver plans within the overall business plan for PARTNERIAETH. Any anticipated additional expenditure beyond budget will require authorisation at the Strategic Group.
- The Operations Group will receive secretariat support from PARTNERIAETH's central team.
- Each Strategic Adviser will be responsible for reporting their part of the business plan to the Operations Group and to PARTNERIAETH's Stakeholder Group.
- The Operations Group will evaluate the successful delivery of plans across the 3 local authorities.
- The Operations Group will note key successes and risks in relation to the delivery plans across a range of strategic themes.

##### **Expectations**

- Members of Operations Group should at all times act and contribute in a fair and understanding manner. Members should be prepared to offer their insights at a local level, while respecting and appreciating that the group needs to think as a formal partnership, in accordance with strong governance arrangements.

- Consensus should be sought whenever possible. Where there is not a unanimous agreement then a majority decision is acceptable, but this should be recorded and reported to PARTNERIAETH's Strategic Group.
- There is an expectation that as a member of the Operations Group, members are tasked with communicating their work externally, by using both local and regional communications channels for PARTNERIAETH.
- The PARTNERIAETH Lead Officer and strategic advisers will be responsible for bringing any national messages or communications to the meeting, so that the group may contribute to feedback, or cascade messages locally.

## **PARTNERIAETH Stakeholder Group - Terms of Reference**

### **Purpose**

To act as a reference point for PARTNERIAETH in terms of its interface with school leaders:

- Enabling PARTNERIAETH to test ideas and principles in advance of policy formulation and during policy development.
- Advising PARTNERIAETH of potential strengths and weaknesses of proposed policies and strategies.
- Embracing and advocating a regional approach to problem solving.

### **Membership**

- Representative leaders from secondary, primary, pupil referral unit and special school sectors from the 3 local authorities in the PARTNERIAETH (12 members in total).
- PARTNERIAETH Lead Officer and other officers as and when required.

Secretariat support from PARTNERIAETH's central team.

### **Frequency**

- The Stakeholder Group will be convened on a quarterly basis.

### **Representation role**

- Acting as a general conduit for information.
- Feeding back to relevant Headteacher groups on a regular, agreed basis.
- Receiving the views of Headteacher colleagues on agreed items
- To provide feedback on current and emerging priorities particularly in relation to the impact on schools.

### **Expectations of:**

### **Members**

- To disseminate information to other Headteacher colleagues.
- To receive feedback from colleagues, formally through regular headteacher meetings at local authority level, and informally from colleagues via individual approaches, and to forward this to PARTNERIAETH as appropriate.
- To represent PARTNERIAETH, where appropriate, at regional events involving Headteachers.

#### **PARTNERIAETH**

- To produce minutes of each meeting, within 5 days, that can act as the information base for dissemination via headteacher representatives.
- To ensure that, by rotation, significant issues affecting schools under consideration by PARTNERIAETH, are brought to the stakeholder group and reflected in discussion.
- To meet with wider headteacher groups within each of the three local authorities, twice annually.

**SCHEDULE 6**  
**Terms of Reference of Joint Scrutiny Councillor Group**

**1. Membership.**

1.1 The Joint Scrutiny Councillor Group shall comprise of Education Scrutiny Chairs and Vice Chairs or equivalent of each of the 3 Councils.

1.2 Each member may appoint a deputy who may attend meetings of the Joint Scrutiny Councillor Group as a substitute for the appointed member but such deputy shall only be entitled to attend meetings of the Joint Scrutiny Councillor Group in the absence of the appointed member.

1.3 The membership may not include Cabinet/Executive Members.

**2. Purpose**

2.1 The purpose of the Joint Scrutiny Councillor Group shall be:

2.1.1 Performing the overview and scrutiny function for the PARTNERIAETH on behalf of the 3 Councils;

2.1.2 To develop a forward work programme reflecting the functions under clause 2.1.1 above;

2.1.3 To seek reassurance and consider if the PARTNERIAETH is operating according to the Joint Committee Agreement, its Business Plan, timetable and / or is being managed effectively. In particular to review and scrutinise the Joint Committee's financial affairs; review and assess the Joint Committee's risk management, internal control and corporate governance arrangements and review and assess the economy, efficiency and effectiveness with which resources have been used.

2.1.4 To make any reports and recommendations to the Councils, whether to their executive Boards or full Council as appropriate, in respect of any function which has been delegated to the Joint Committee pursuant to the Joint Committee Agreement.

2.2 For the avoidance of doubt scrutiny of individual Council's statutory responsibilities as set out in Schedule 1 shall be a matter for the relevant Council's Scrutiny Committee.

**3. Chair**

3.1 The Chair and Vice-Chair of the Joint Scrutiny Councillor Group shall be elected by the Joint Scrutiny Councillor Group for a term to be determined by the Joint Scrutiny Councillor Group.

3.2 The Chair and Vice-Chair of the Joint Scrutiny Councillor Group shall not be from the same Council as the Chair of the Joint Committee.



#### **4. Voting**

4.1 Each member of the Joint Scrutiny Councillor Group shall have one vote. Decisions of the Joint Scrutiny Councillor Group shall be made by simple majority vote.

4.2 In the event of equality of votes the Chair of the Joint Scrutiny Councillor Group shall have a casting vote.

#### **5. Conflicts of Interest**

5.1 Members of the Joint Scrutiny Councillor Group must declare any interest either before or during the meetings of the Joint Scrutiny Councillor Group (and withdraw from that meeting if necessary) in accordance with their Council's Code of Conduct or as required by law.

#### **6. Proceedings of Meetings**

6.1 The rules of procedure and access to information rules of the Lead Council with responsibility for the administration of the scrutiny function shall apply to meetings of the Joint Scrutiny Councillor Group.

6.2 Members of the Joint Scrutiny Councillor Group shall be subject to the Codes of Conduct for Members of their Councils.

6.3 Members shall be entitled to Joint Committee papers in accordance with the procedure rules of the Lead Council with responsibility for the administration of the scrutiny function.

#### **7. Quorum**

7.1 The quorum for meetings shall be no less than 3 members, which must include at least 1 member from each of the 3 Councils.

7.2 Officers of the Councils or from outside bodies may be invited to attend Joint Scrutiny Councillor Group meetings to present reports, participate in scrutiny discussions or to observe proceedings but these officers will not form part of the quorum nor will they be entitled to vote.

7.3 The PARTNERIAETH Lead Officer and the Lead Director for Education shall attend meetings of the Joint Scrutiny Councillors Group.

7.4 The Directors of Education of each of the Council shall attend together at least once per annum.

7.5 The Chair of Joint Committee shall attend at least once per annum.

#### **8. Frequency**

8.1 The Joint Scrutiny Councillor Group shall meet at a frequency to be determined by the Joint Scrutiny Councillor Group. Additional meetings may be convened by the Chair on at least 7 clear days' notice.

#### **9. Allowances**

9.1 No allowances shall be paid.

## **10. Servicing**

10.1 The Lead Council with responsibility for administration of the joint scrutiny functions shall support the Joint Scrutiny Councillor Group.

## **11. Sub-Groups**

11.1 The Joint Scrutiny Councillor Group by agreement may create task and finish groups.

## **12. Review**

12.1 The terms of reference of the Joint Scrutiny Councillor Group shall be reviewed annually.

**SCHEDULE 7**  
**Rules of Conduct of Co-opted Members of the Joint Committee and the Strategic Group**

- 1 These rules apply to you in your capacity as a **co-opted member of the Joint Committee or the Strategic Group**. You must observe these rules whenever you attend a meeting of the Joint Committee or the Strategic Group.
- 2 You shall conduct yourself appropriately and shall treat others with respect at meetings of the Joint Committee and the Strategic Group.
- 3 You shall not conduct yourself in a manner which could reasonably be regarded as bringing the Joint Committee or the Strategic Group or the PARTNERIAETH into disrepute.
- 4 You shall abide by any policies and procedures adopted by the Joint Committee or the Strategic Group.
- 5 You shall prepare fully for meetings of the Joint Committee and the Strategic Group including reading papers and seeking advice from the Central Team when necessary.
- 6 You shall comply with any request for information from the Lead Officers properly and reasonably required in connection with your role as a member of the Joint Committee or the Strategic Group.
- 7 As part of your role you may be requested by the Joint Scrutiny Councillor Group to provide information or to attend a meeting and answer questions in connection with your activities as a member of the Joint Committee or Strategic Group, as the case may be and you are expected to comply with any such request.
- 8 You shall not disclose confidential information nor any information relating to business of the Joint Committee or the Strategic Group which is exempt from public access.
- 9 You shall avoid situations where your interests will conflict with the interests of the PARTNERIAETH.
- 10 You shall regard yourself as having a personal interest in any business of the Joint Committee or Strategic Group if it relates to or is likely to affect:
  - 10.1 Any employment or business carried on by you or any person who employs or has appointed you.
  - 10.2 Any firm in which you are a partner or any company for which you are a remunerated director.
  - 10.3 Any corporate body which has a place of business or land in the Region and in which you have a beneficial interest in a class of securities of that body that exceeds the nominal value of £25,000 or one hundredth of the total issued share capital of that body.
  - 10.4 Any land in which you have a beneficial interest which is in the Region.

10.5 Any land in the Region in which you have a licence to occupy for 28 days or longer.

11 You shall regard yourself as having a prejudicial interest in any business of the Joint Committee or Strategic Group if you have a personal interest which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgment of the public interest.

12 You shall inform the Central Team of your personal interests and related party interests so that the Central Team may register your interests on a register of interests of co-opted members of the Joint Committee and the Strategic Group.

You shall inform the Central Team of your personal interests:

12.1 No later than 28 days after your acceptance of co-option to the Joint Committee or the Strategic Group; and

12.2 No later than 28 days after you become aware of any new personal interests.

13 If you have a personal interest in any business which is considered at a meeting that you attend of the Joint Committee or the Strategic Group you must disclose to that meeting the existence and nature of your interest before or at the commencement of the consideration of the business or when the interest becomes apparent.

14 Where you have a prejudicial interest in an item of business of the Joint Committee or the Strategic Group you shall subject to paragraph 15 withdraw from the meeting and you shall not participate in the consideration of the business.

15 Where you have a prejudicial interest in any business considered by the Joint Committee or the Strategic Group you may attend a meeting of the Joint Committee or the Strategic Group at which the business is considered for the purpose of making representations answering questions or giving evidence to the same extent that members of the public are allowed to attend the meeting for the purpose of making representations answering questions or giving evidence.

Undertaking to abide by the rules of conduct

I (name of co-opted member) undertake to abide by the rules of conduct of co-opted members of the Joint Committee and the Strategic Group

Signed -----

Date -----

**SCHEDULE 8**  
**Matters Reserved to the Councils**

- 1 Making decisions on admission of other councils into the PARTNERIAETH.
- 2 Making decisions on the provision of services to a council who is not a party to the PARTNERIAEH and the terms upon which any services are to be provided.
- 3 Varying the terms of reference of the Joint Committee.
- 4 Deciding whether to accept a Joint Committee Withdrawal Notice from one of the Councils to allow a Council to withdraw from the PARTNERIAETH.
- 5 Approving the Liabilities Schedule accompanying a Withdrawal Notice to include details of the withdrawing Council's liability to the other Councils.
- 6 Agreeing the terms for termination of this Agreement by agreement of all the Councils.
- 7 Deciding on actions to implement the provisions of the dispute resolution procedure in clause 22.
- 8 Approving the first Annual Budget of the Partneriaeth and any subsequent Annual Budget which would exceed the scope of the authority delegated to the Joint Committee within its terms of reference.

## **SCHEDULE 9 Annual Budget**

1. The Lead Chief Finance Officer shall be responsible for accepting any offer of Government Funding on behalf of the Councils and the PARTNERIAETH.
2. The PARTNERIAETH shall operate within the Annual Budget as approved by the Joint Committee.
3. The PARTNERIAETH via the Lead Council with responsibility for Finance, shall provide a draft Annual Budget to the Joint Committee for approval before the start of the following Financial Year.
4. The Lead Council with responsibility for Finance shall be entitled to recover from the other Councils each Council's Contribution to its share of the Annual Budget. The Council's Contribution shall be calculated according to the following formula:-

The element of the Annual Budget to be funded by Council Contributions shall be divided on a pro rata basis between the Councils based on the number of learners in each Council's administrative area as detailed in PLASC for each year as a proportion of the aggregate number of learners. This pro rata figure shall be used to calculate 80% of the Council Contribution. The remaining 20% shall be calculated using the number of schools in each Council's administrative area each year as a pro rata share of the total number of schools in the Region.

Any revision to the means of calculating each Council's Contribution to the Annual Budget is a matter for the Joint Committee to determine.

5. Each Council shall pay its Council Contribution at the start of each financial year upon the basis of an invoice submitted by the Lead Council with responsibility for Finance.
6. The Lead Chief Finance Officer (the S.151 officer of the Lead Council with responsibility for Finance) shall supply the Joint Committee with a half yearly budget monitoring report showing the projected outturn for the financial year and an outturn budget report following the end of the financial year.
7. If a half yearly budget monitoring report indicates a projected overspend for the financial year the Joint Committee shall consider whether such overspend is necessary or permissible and, if so, identify the funding available.
8. The Lead Chief Finance Officer shall, on at least a half yearly basis, report to the Joint Committee on all Government Funding which has become available for the Objects.
9. Any underspend of the Annual Budget will be appropriated to reserve and used for such purposes as agreed by the Joint Committee.
10. Overspends will be promptly notified by the Lead Chief Finance Officer to the Joint Committee with a clear explanation of the reasons for the deficit. Any underspends appropriated to reserve as referred to in paragraph 8 will be utilised in the first instance towards funding the overspend and any remaining deficit will be met by the Councils according to the share of the Annual Budget as calculated in accordance with paragraph 3.

11. The Lead Chief Finance Officer shall ensure that any purchase or supply of services made on account of the PARTNERIAETH which are subject to VAT, whether or not the purchase price includes an element of VAT, shall be paid for only on the receipt by the Lead Chief Finance Officer or other responsible financial officer of the Lead Council an invoice complying with VAT regulations or a written guarantee that an authenticated VAT receipt will be issued on payment.

12. VAT will be chargeable on payments between the Councils only where a taxable supply of goods or services is deemed to have been made as defined by statute in the VAT Act 1994 as amended.

13. In the event that the Joint Committee approves (following prior approval by the Councils in accordance with Schedule 8) the addition of a new party to this Agreement, the Lead Chief Finance Officer shall prepare a revised Annual Budget for approval by the Joint Committee.

14. In the event that the Joint Committee approves (following prior approval by the Councils in accordance with Schedule 8) the provision of Services to a non-party to this Agreement, the Lead Chief Finance Officer shall calculate the cost of providing such Services taking into account the Annual Budget so that the PARTNERIAETH is not in a position of financial detriment as a result of providing the Services. The Lead Chief Finance Officer in conjunction with the Lead Council for Legal Services shall ensure that appropriate contract documentation is in place to protect the interests of the PARTNERIAETH and that the non-party is promptly invoiced for the Services delivered.

15. The Lead Chief Finance Officer shall ensure that the PARTNERIAETH maintains a working balance and/or a prudent level of reserves as a general contingency and to fund predicted liabilities or plans in future years.

## **SCHEDULE 10**

### **The Business Plan**

#### **The Business Plan**

##### **The overall PARTNERIAETH Business Plan**

1. The PARTNERIAETH will produce a fully costed annual Business Plan setting out:
  - a) a summary of the PARTNERIAETH's strategic objectives, priority outcomes and targets
  - b) a report summarising the performance of the schools in the Region over the previous twelve months and an analysis of the main areas of strength and weakness within the Region
  - c) the priorities for improvement both with regard to particular schools and strategic regional issues
  - d) the work programmes to be undertaken over the following twelve months,
  - e) measurable improvement in school performance to be achieved over the following twelve months.
2. The PARTNERIAETH Lead Officer will discuss the draft Business Plan with each Council's Director and with representatives of the schools of the Region, and report the outcome of such discussions to the Joint Committee when submitting the draft Business Plan to the Joint Committee for approval.
3. The Business Plan, as approved by the Joint Committee, shall be submitted to Welsh Government by the end of February in each year with the final sign-off by Welsh Government by the end of March in each year.

##### **Council annex to the Business Plan**

1. Each Council may prepare for approval an annex to the Business Plan concerning its schools, school improvement priorities, improvement services and improvement targets specifying how these matters interact with the Business Plan
2. The draft annex will be discussed by the PARTNERIAETH Lead Officer and the Council's Education Director and the portfolio holder for children's and education services or equivalent.
3. If, following discussions, concerns are raised in relation to the content of a Council's draft annex that cannot be resolved between the PARTNERIAETH Lead Officer and that Council, such concerns shall be reported in writing to the Joint Committee as part of their consideration of the Business Plan
4. An annex prepared by a Council will be complementary to and not duplicate other corporate plans concerning the education function of that Council
5. An annex prepared by a Council may, once approved, constitute a service level agreement between the PARTNERIAETH and the Council.

##### **Approval of the Business Plan by Welsh Government**



1. The Welsh Government, through the Minister for Education and Welsh Language, will be responsible for approving the Business Plan

2. The PARTNERIAETH Lead Officer, with the managing directors of the other Welsh consortia, will use reasonable endeavours to meet the lead officials of Welsh Government on a regular basis in a spirit of co-operation to:

- a) review progress of the Councils' priorities
- b) exchange information on the working of the consortia
- c) identify factors that are enabling or holding back progress on school improvement
- d) liaise on the implementation of government programmes and initiatives

## **SCHEDULE 11**

### **The Central Team**

The Central Team will be managed by the PARTNERIAETH Lead Officer and be accountable to the Joint Committee through the PARTNERIAETH Lead Officer.

#### **1. Functions to support the Joint Committee**

- a) preparation of an annual self-evaluation report on the performance of the Region in relation to the regional strategy and business plan.
- b) supporting the Strategic Group to prepare a fully costed operational business plans to support the agreed priority areas for the Region during any one academic year.
- c) production of half yearly financial reports including income and expenditure linked to the ring-fenced allocations under this Agreement, grant funding streams and central costs.
- d) preparation and presentation of various discussion papers under this Agreement and in response to the requests from Welsh Government
- e) engaging with key stakeholders including other consortia, WLGA, Welsh Government and research establishments.

#### **2. Functions to support the Strategic Group**

- a) co-ordination of data analysis for the relevant and appropriate key indicators to assess the performance of the Region effectively.
- b) monitoring the delivery of the operational business plans and ensuring consistency of implementation
- c) ensuring the effective utilisation of the internal operational framework for the Region that determines level of support and appropriate resources individual schools require. The resources will be deployed in line with the common agreed approach to address need rather than demographic entitlement
- d) co-ordinating and managing events and meetings including organising venues, costs, drafting schedules, agenda and taking of minutes
- e) preparing interim and final progress reports for various funding organisations that are providing grants to the region
- f) engaging with key stakeholders including teachers, head teachers, governors and Challenge Advisers.

**SCHEDULE 12**  
**Notices**

Chief Legal Officer  
Carmarthenshire County Council  
County Hall  
Carmarthen  
Carmarthenshire  
SA31 1JP  
Email - [LRJones@carmarthenshire.gov.uk](mailto:LRJones@carmarthenshire.gov.uk)

Chief Legal Officer  
Pembrokeshire County Council  
County Hall  
Haverfordwest  
Pembrokeshire  
SA61 1TP  
Email - [rhian.young@pembrokeshire.gov.uk](mailto:rhian.young@pembrokeshire.gov.uk)

Chief Legal Officer  
City and County of Swansea Council  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN  
Email - [Tracey.meredith@swansea.gov.uk](mailto:Tracey.meredith@swansea.gov.uk)

**SCHEDULE 13**  
**Data Processing Agreement – [to be added]**

**Integrated Impact Assessment (IIA) Report for the Establishment of a New Regional Education Partnership**

**Service Area:** Achievement and Partnership

**Directorate:** Education

**Q1a**

- New and revised policies, practices or procedures
- Service review, re-organisation or service changes/reductions, which affect the wider community, service users and/or staff
- Efficiency or saving proposals
- Setting budget allocations for new financial year and strategic financial planning
- New project proposals affecting staff, communities or accessibility to the built environment, e.g., new construction work or adaptations to existing buildings, moving to on-line services, changing location
- Large Scale Public Events
- Local implementation of National Strategy/Plans/Legislation
- Strategic directive and intent, including those developed at Regional Partnership Boards and Public Services Boards which impact on a public bodies functions
- Medium to long term plans (for example, corporate plans, development plans, service delivery and improvement plans)
- Setting objectives (for example, well-being objectives, equality objectives, Welsh language strategy)
- Major procurement and commissioning decisions
- Decisions that affect the ability (including external partners) to offer Welsh language opportunities and services

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**(b)**

A legal agreement for a new regional education partnership to be known as Partneriaeth. The proposal replaces the existing Joint Committee for Education through Regional Working (ERW) and seeks Cabinet approval for a draft legal agreement to establish a Joint Committee for Partneriaeth on a reduced local authority footprint. The proposal seeks to reduce staffing levels proportionately by scaling down the size of the ERW central team and re-setting the functions Partneriaeth will deliver. The functions of Partneriaeth are mainly described as professional learning to improve education practitioner standards and leadership development. Partneriaeth impacts on service users such as teachers, teaching assistants and leaders (on all levels) in Swansea schools. Partneriaeth provides a service to support and train the education workforce in Swansea and is aligned to national expectations on curriculum and professional standards.

**(c) It was initially screened for relevance on:** 24 September 2021

**(d) Lead Officer**

**(e) Approved by Director of Education**

**Name:** Tracey Meredith  
**Job title:** Chief Legal Officer  
**Date:** 24 September 2021

**Name:** Helen Morgan-Rees  
**Job title:** Director of Education  
**Date:** 24 September 2021

## Section 1 - Aims

**What are the aims of the initiative?** To establish a joint committee for a new regional education partnership to be known as Partneriaeth. The purpose of Partneriaeth is that Swansea, Carmarthenshire and Pembrokeshire Councils work together to improve professional learning for practitioners and leaders in schools in Swansea. By working in collaboration, it is anticipated that the service will be better than that achieved by one council working in isolation.

**Who has responsibility?** Joint Committee with delegated responsibilities to Partneriaeth's Strategic Group as set out in the legal agreement. Partneriaeth will have a Lead Officer, Lead Director and Lead Chief Executive.

**Who are the stakeholders?** Swansea Council, Swansea Education Directorate, Swansea schools and their practitioners and leaders. Pupils benefit indirectly from this initiative.

## Section 2 - Information about Service Users

- |                                     |                                     |                                       |                                     |
|-------------------------------------|-------------------------------------|---------------------------------------|-------------------------------------|
| Children/young people (0-18).....   | <input type="checkbox"/>            | Sexual orientation .....              | <input type="checkbox"/>            |
| Older people (50+) .....            | <input type="checkbox"/>            | Gender reassignment.....              | <input type="checkbox"/>            |
| Any other age group .....           | <input checked="" type="checkbox"/> | Welsh language .....                  | <input checked="" type="checkbox"/> |
| Future generations (yet to be born) | <input type="checkbox"/>            | Poverty/social exclusion .....        | <input type="checkbox"/>            |
| Disability.....                     | <input type="checkbox"/>            | Carers (including young carers) ..... | <input type="checkbox"/>            |
| Race (including refugees) .....     | <input type="checkbox"/>            | Community cohesion.....               | <input type="checkbox"/>            |
| Asylum seekers.....                 | <input type="checkbox"/>            | Marriage & civil partnership.....     | <input type="checkbox"/>            |
| Gypsies & Travellers.....           | <input type="checkbox"/>            | Pregnancy and maternity .....         | <input type="checkbox"/>            |
| Religion or (non-)belief.....       | <input type="checkbox"/>            |                                       |                                     |
| Sex.....                            | <input type="checkbox"/>            |                                       |                                     |

## Education practitioners and leaders working in schools:

In Swansea there are 94 schools and providers who will benefit from the regional professional learning offer and national leadership development programme delivered by PARTNERIAETH. Swansea schools represent a third of the footprint of PARTNERIAETH where schools/settings are considered. Swansea has 45% of the pupils within the Partneriaeth footprint and around 30% of the teachers within the new regional partnership. The number of teachers across Swansea schools is 1968 and the numbers of newly qualified teachers starting in September for the last three years are 2019 - 90 NQTs, 2020 – 108 NQTs and 2021 – 107 NQTs. Nearly a fifth of teachers in Swansea have been in post for less than nine years. A sixth of teachers in Swansea are aged between 51 and 60 years. In light of recent curriculum reform, there is a clear need to support professional learning for those at the start and end of their teaching careers.

Partneriaeth Totals	Swansea	Carmarthenshire	Pembrokeshire
No. of schools/settings	94	109	61
No. of pupils	21,838	16,296	10,090
No. of teachers (FTE)	1,712	1,431	846

Source: 2021 school census results

In recent years, the uptake from Swansea schools for regional professional learning within Education through Regional Working has exceeded 90% when analysing the proportion of Swansea school event participants. Access to high quality, relevant professional learning opportunities in our region remains a requirement of Partneriaeth's service delivery, albeit on a scaled down footprint. The percentage of teachers proficient in Welsh across Swansea schools is 18.2%. The latest education workforce survey across Swansea schools finds that 21.5% of teachers have no Welsh language skills. As a result, there is a clear need to support the professional learning of teachers for the Welsh language.

The turnover of headteachers in academic year 2021-2022 was nearly 10% across all schools in Swansea. As a result, the demand for leadership training for aspiring headteachers and qualified headteachers remains live. Currently, a quarter of primary schools in Swansea have temporary leadership arrangements in place at either deputy or headteacher level. As a result, the need to develop and grow leadership capacity from middle leadership to senior leadership across Swansea schools is acknowledged.

Engagement with Welsh Government suggests that there is a risk that Swansea practitioners and leaders will receive an inferior professional learning offer compared to peers in other education consortia in Wales if they are not part of a formal partnership that is aligned to national policy and strategy. This initiative mitigates against the risk of disadvantage to education professionals in Swansea working through education reform now and in the future.

### Section 3 – Assessing the Impact

	Potential Impacts	Positive / Negative/Neutral Impact/Needs further investigation	Prompts (not an exhaustive list) <b>Consider:</b>
<b>Race</b>	The proposal provides equal access to teachers and leaders who wish to benefit from professional learning.	Neutral impact	The professional learning for the new Curriculum for Wales and associated professional standards is underpinned by the United Nations Convention Rights of the Child principles.
<b>Disability</b>	The proposal provides equal access to any teacher of school leader to benefit from PARTNERIAETH's professional learning offer	Neutral Impact	Access to appropriate communication methods will be considered in any materials, training sessions or events and adjustments will be made to meet the needs of participants with disabilities.
<b>Carers</b>	N/A	Neutral Impact	N/A
<b>Sex</b>	Although learners in schools are not considered as direct service users, the professional capacity of teachers and teaching assistants in schools has an indirect impact on supporting better understanding, respect and tolerance. Part of the professional learning offer to teachers is on trauma informed teaching. This supports a better understanding on the effects of adverse childhood experiences on learners. The new code and guidance for Relationships and Sexuality Education as part of the new Curriculum for Wales will support respect and	Positive Impact	Gender identity. Effects of Domestic Abuse on learners.



	<b>Potential Impacts</b>	<b>Positive / Negative/Neutral Impact/Needs further investigation</b>	<b>Prompts</b> (not an exhaustive list) <b>Consider:</b>
	dignity. Professional learning will be offered to support this area of the new curriculum.		
<b>Age</b>	15% of Swansea teachers are 50+. This proposal ensures that all teachers are given equal access to a professional learning offer no matter what their age.	Positive impact	Age profile of teachers in Swansea.
<b>Future generations (yet to be born)</b>	Although the proposal does not directly affect children, the capacity of teachers and leaders working in education now and in the future has an indirect impact on future generations. By supplying good quality professional learning now, we can support the needs of learners in schools now and in the future.	Neutral Impact	We must ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs.
<b>Religion &amp; Belief</b>	Building the professional capacity of teachers in respect of Religion, Values and Ethics as well as Relationship and Sexuality Education in the new curriculum supports a wider understanding of ethnicity, religious beliefs and customs. In addition, the education profession's capacity to teach the new curriculum will support mutual respect, tolerance and citizenship.	Positive Impact	Faith Communities Religious festivals/activities
<b>Sexual Orientation</b>	Building the professional capacity of teachers in respect of Religion, Values and Ethics as well as Relationship and Sexuality Education in the new curriculum supports a wider understanding of ethnicity, religious beliefs and customs. In addition, the education profession's capacity to teach the new	Positive Impact	Gay Lesbian Bi-sexual Heterosexual Terminology Confidentiality about sexuality

	Potential Impacts	Positive / Negative/Neutral Impact/Needs further investigation	Prompts (not an exhaustive list) <b>Consider:</b>
	curriculum will support mutual respect, tolerance and citizenship. Although the proposal does not directly affect a service user's sexual orientation, the professional learning offer promotes non-discrimination.		<a href="https://www.stonewall.org.uk/">https://www.stonewall.org.uk/</a>
<b>Gender Reassignment</b>	N/A. The workforce census does not gather information on service users in this category.	Neutral Impact	N/A
<b>Marriage &amp; Civil Partnership</b>	N/A. The workforce census does not gather information on service users in this category.	Neutral Impact	N/A
<b>Pregnancy &amp; Maternity</b>	Any pregnant or new mothers/fathers will be able to access professional learning opportunities through the new partnership.	Positive Impact	Pregnant mothers Those entitled to maternity and paternity leave
<b>Welsh Language</b>	The proposal supports the Council's new Welsh in Education Strategic Plan by focussing on the objective of teaching provision. Any individual who requests professional learning through the medium of Welsh will be supported. Professional learning to support subject teaching in Welsh in Welsh medium and English medium schools will be supported by the education partnership. A collaborative effort between the local and central team of Welsh officers will give good access to professional learning for all progression point expectations in the new curriculum.	Positive Impact	Ensuring equal status of both Welsh and English languages. Availability of and access to services, activities and information. Rights of individuals to ask for WL services. Impact on Welsh speaking communities, including: Positive / negative effects on opportunities to use the WL. Possible changes to number/percentage of Welsh speakers Job opportunities / Staffing changes. Training needs and opportunities Availability of Welsh medium education

	Potential Impacts	Positive / Negative/Neutral Impact/Needs further investigation	Prompts (not an exhaustive list) <b>Consider:</b>
<b>Socio Economic Considerations</b>	A co-ordinated approach within Partneriaeth to reducing the impact of poverty on achievement and attainment will be sustain through professional learning in this area.	Positive Impact	People living in less favourable social and economic circumstances than others in the same society. Disadvantage may be exacerbated by many factors of daily life, not just urban or rural boundaries. The impact on limited incomes are significant but also consideration needs to be given to service accessibility and barriers to participation.
<b>Human Rights</b>	Service users' human rights are not affected by this proposal.	Neutral Impact	None identified
<b>Intersectionality</b>	Service users' rights are unaffected in terms of multiple layers of discrimination.	Neutral Impact	None identified
<b>Community Cohesion</b>	N/A	Neutral Impact	None identified

**Human Rights Act 1998**

- Article 2 Right to life
- Article 3 Freedom from torture and inhuman or degrading treatment
- Article 4 Freedom from Slavery and forced labour
- Article 5 Right to liberty and security
- Article 6 Right to a fair trial
- Article 7 No punishment without law

- Article 8 Respect for private life, family, home and correspondence
- Article 9 Freedom of thought, belief and religion
- Article 10 Freedom of expression
- Article 11 Freedom of Assembly and association
- Article 12 Right to marry and start a family
- Article 13 Right to access effective remedy if rights are violated
- Article 14 Protection from discrimination

## Section 4 - Involvement

### **What involvement has been undertaken to support your view? How did you ensure this was accessible to all?**

Formal consultation on a central staff re-structure commenced in September and ends on 22 October 2021. The lead authority on employment is Pembrokeshire rather than Swansea. All Partneriaeth Directors have received the formal consultation papers and support the case for change in line with Swansea's Cabinet decision to leave ERW and form a new partnership. All Directors will meet current ERW central staff as part of the formal consultation.

Engagement at a political level through Swansea's Cabinet, existing ERW Joint Committee and a shadow Joint Committee has been appropriate.

Stakeholder engagement on the dissolution of ERW and formation of Partneriaeth has been appropriate via ERW's Headteacher Reference Board, ERW's Directors' Group and Swansea's headteacher consultation fora. The views of Swansea headteachers have been listened to in respect of the size and diversity of the ERW footprint and the need to consider a smaller entity, value for money, transparency, stronger governance on decision making and high quality professional learning. A survey of Swansea headteachers was conducted to understand the functions required of a new regional entity during academic year 2020-2021.

Engagement with Welsh Government has been secured in order to understand the readiness of the new partnership to deliver given national strategic objectives and accompanying work streams. Welsh Government officials and Estyn inspectors have preserved observer status on both ERW Executive Group and ERW Joint Committee. As a result, there has been good engagement at all levels on the case for change into a smaller regional partnership.

### **What did your involvement activities tell you? What feedback have you received?**

Swansea headteacher survey results indicate that a majority of school leaders expect a new regional partnership to deliver the national leadership development programme for Wales in Swansea, for example middle leader, senior leader, aspiring headteacher development programme, and National Professional Qualification for Headship. In addition, survey results in Swansea support the delivery of key functions in relation to professional learning for Curriculum for Wales that is currently delivered by regional consortia across Wales. Swansea headteacher feedback on the footprint of ERW indicates that it is too large and diverse and that the needs of Swansea have not always been met in such a large partnership. As a large urban authority, Swansea's needs differ according to stakeholder feedback. However, there is acknowledgement in survey results that professional entitlement to a development offer should be on a par with the rest of Wales and that an universal requirement to develop the professional learning and enquiry of all Swansea's teachers and teaching assistants from Newly Qualified Teachers (NQTs) to experienced school leaders should be available. Headteachers have been clear that they require value for money and that they

want to receive as much funding as possible. Headteachers are clear that they want transparency on the national work streams and the funding streams that follow national objectives.

### How have you changed your initiative as a result?

The views of a range of stakeholders have been considered when drafting the Legal Agreement for Partneriaeth, for example, principles, values, objectives and governance arrangements reflect feedback received from officers, headteachers and elected Members.

### Section 5

<b>Public Sector Duty – how will the initiative address the below?</b>	
Foster good relations between different groups	The partnership supports collaboration between three councils working together to provide an integrated school improvement service dedicated to professional learning and leadership development. The partnership is a key delivery partner to Swansea’s school improvement team. A clear delineation of roles and responsibilities will support a good relationship. Collaboration between teachers and leaders in other local authorities will be facilitated through joint training and school to school projects.
Elimination of discrimination, harassment and victimisation	The partnership principles within the legal agreement ensure that there is equal access to training provision and that professional learning for the new curriculum is focussed on learner well-being.
Advance equality of opportunity between different groups	The partnership supports equal opportunity for teachers and leaders to access professional learning no matter what education sector or school designation they belong to.
<b>Socio-economic Duty - Describe any issues identified as a result of the initiative for those people experiencing and living in poverty</b>	
a) Communities of place	In Swansea, the effects of poverty on pupils can be profound and in schools with challenging contexts, teachers and leaders are often required to develop specific ways of working to mitigate against the risks of disaffection and disengagement of pupils. The professional learning opportunities offered by Partneriaeth will support effective use of the Pupil Development Grant.
b) Communities of interest	None identified.
<b>How does your proposal ensure that you are working in line with the requirements of the Welsh Language Standards (Welsh Language Measure (Wales) 2011)? (beyond providing services bilingually)</b>	
a) To ensure the Welsh language is not treated less favourably than the English language	Partneriaeth will promote and deliver a service dedicated to promoting equal access to children’s right to be able to speak transactional Welsh by the time they are 16 years old.
b) That every opportunity is taken to promote the Welsh language	Partneriaeth service delivery will be predominantly bi-lingual. The professional learning for Welsh heritage and linguistic identity will be a strong feature of support for curriculum reform.

c) Increase opportunities to use and learn the language in the community	Support for the use of Welsh outside the classroom will be an integral part of Partneriaeth's strategic planning.
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**United Nations Convention on the Rights of the Child (UNCRC): Many initiatives have an indirect impact on children and you need to consider whether the impact is positive or negative in relation to both children's rights and their best interests**

The initiative has an indirect impact on all children and young people living and learning in Swansea schools. The right to a good education no matter what background is underpinned by good quality teaching and strong leadership in schools. Partneriaeth will focus on building the capacity of the education workforce in Swansea to meet the needs of our diverse cohorts.

**All initiatives must be designed / planned in the best interests of children and young people.**

Please explain how you meet this requirement: The initiative supports a good quality education for all children and young people in Swansea.

The initiative supports good quality education provision in Swansea schools by offering professional learning to educators that is child-centred, inclusive, participative and linked to professional standards for teachers and leaders in Wales thus promoting:

- Article 3 - All organisations concerned with children should work towards what is best for each child.
- Article 12 - Respect for the views of the child.
- Article 18 - Both parents share responsibility for bringing up their children. We should help parents by providing services to support them.
- Article 28 - Children have a right to an education. Discipline in schools should respect children's human dignity.
- Article 29 - Education should develop each child's personality and talents to the full.
- Article 30 - Children have a right to learn and use the language and customs of their families.

## Section 6 - Sustainable Development

### 6a) The Sustainable Development Principle's Ways of Working

The Five Ways of Working	Examples or summary of how applied
<b>Long term</b> - The importance of balancing short-term needs while safeguarding the ability to also meet long-term needs	Building the capacity of the education workforce in Swansea to focus on a new purpose led, skills focussed, employability minded curriculum supports long term achievement of pupils starting their school careers now and leading to successful occupations in the future.
<b>Prevention</b> - Acting to prevent problems occurring or getting worse	Good quality teaching is a key factor in successful education. If we ensure that Swansea teachers and leaders are given professional and career development that is aligned to national renew and reform policies and strategies, we can sustain a strong workforce to meet the diverse and emerging needs of children across all Swansea schools.
<b>Integration</b> -Considering impacts upon each of the well-being goals, well-being objectives, local well-being objectives, or on the objectives of other public bodies	The initiative supports Swansea's well-being objectives for education and skills in that corporately we want Swansea to be one of the best places in the world for children and young people (CYP) to grow up. We want children to achieve and be resilient so that they go onto further education, employment or training. We want to promote local and global citizenship and learners that are engaged. We want to meet the needs of vulnerable learners and we want CYP to have good Welsh language skills. The objectives above are aligned to curriculum and teaching standards professional learning that will be delivered for Swansea schools by Partneriaeth.
<b>Collaboration</b> - Acting together with other services or external organisation towards our well-being objectives	Partneriaeth will pool resources and work in an integrated fashion with local school improvement teams.
<b>Involvement</b> - Involving people with an interest in achieving the well-being goals (everybody), and ensuring that those people	The governance arrangements for Partneriaeth are outlined in the legal agreement. Part of the governance structure is made up of a stakeholder group to ensure that teachers' and leaders' views in Swansea are represented appropriately.

reflect the diversity of the area served	
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**6b) Contribution to Swansea Council's Well-being Objectives**

<b>Our Corporate Plan's Well-being objectives</b>	<b>Are directly supported by this initiative</b>	<b>Are not directly impacted by this initiative</b>	<b>May be in conflict or adversely impacted by this initiative</b>
Safeguarding People from harm	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Improving Education and Skills	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tackling Poverty	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transforming our economy and infrastructure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintaining and enhancing Swansea's natural resources and biodiversity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transformation and Future Council development	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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**6c) Thinking about your answers above, does the initiative support our Corporate Plan's Well-being Objectives when considered together?**



Well-being Goal (click to view definition)	Primary Goals - tick if key	Any significant positive and/or negative impacts/contributions considered/mitigated
<p><u>A Prosperous Wales</u>: An innovative, productive and low carbon society which recognises the limits of the global environment and therefore uses resources efficiently and proportionately (including acting on climate change); and which develops a skilled and well-educated population in an economy which generates wealth and provides employment opportunities, allowing people to take advantage of the wealth generated through securing decent work</p>	<input checked="" type="checkbox"/>	<p>Positive impact on developing a skilled population through providing professional learning for educators working on curriculum design and employability skills.</p>
<p><u>A Resilient Wales</u>: A nation which maintains and enhances a biodiverse natural environment with healthy functioning ecosystems that support social, economic and ecological resilience and the capacity to adapt to change (for example climate change).</p>	<input checked="" type="checkbox"/>	<p>Positive impact on learning about the natural environment and climate change through providing professional development for educators working on a curriculum focussed on ethical, informed citizenship.</p>
<p><u>A Healthier Wales</u> A society in which people's physical and mental well-being is maximised and in which choices and behaviours that benefit future health are understood.</p>	<input checked="" type="checkbox"/>	<p>Positive impact on training the education workforce in:</p> <ul style="list-style-type: none"> <li>• Supporting people to act with compassion and facilitating understanding of mental well-being.</li> <li>• Promoting the benefits of physical activity for CYP including active travel.</li> <li>• Enabling places to support the health and well-being of CYP.</li> <li>• Supporting CYP to understand behaviours and choices that benefit future health.</li> </ul>
<p><u>A More Equal Wales</u> A society that enables people to fulfil their potential no matter what their background or circumstances.</p>	<input checked="" type="checkbox"/>	<p>Positive impact in developing educators to:</p> <ul style="list-style-type: none"> <li>• Ensure equal access to decent jobs and fair work.</li> <li>• Enabling CYP to develop the skills, education and knowledge to be fulfilled.</li> <li>• Giving CYP equal opportunities to participate in decision making.</li> </ul>

		<ul style="list-style-type: none"> <li>• Understanding the causes and symptoms of health inequalities, including Adverse Childhood Experiences and Violence against Women Domestic Abuse and Sexual Violence.</li> </ul>
<u>A Wales of Cohesive Communities</u> Attractive, viable, safe and well-connected communities.	<input type="checkbox"/>	None identified.
<u>A Wales of Vibrant Culture &amp; Thriving Welsh Language</u> A society that promotes and protects culture, heritage and the Welsh language, and which encourages people to participate in the arts, sports and recreation.	<input checked="" type="checkbox"/>	Positive impact in developing educators to: <ul style="list-style-type: none"> <li>• Develop skills, increasing opportunities for all and respecting our status as a bilingual nation.</li> <li>• Support CYP to engage with culture in their daily working and recreational lives.</li> <li>• Enable CYP to access and engage with their own and other cultures.</li> </ul>
<u>A Globally Responsible Wales</u> A nation which, when doing anything to improve the economic, social, environmental and cultural well-being of Wales, takes account of whether doing such a thing may make a positive contribution to global well-being.	x <input type="checkbox"/>	Positive impact in developing educators to: <ul style="list-style-type: none"> <li>• Support pupils' sustainable behaviour and making connections.</li> <li>• Ensure pupils know how we use the earth's resources efficiently and contribute to global well-being.</li> </ul>

## Section 7 - Cumulative Impact/Mitigation

**What is the cumulative impact of this proposal on people and/or communities when considering all the impacts identified within the IIA and any other key decisions affecting similar groups/ service users made by the organisation?**

The cumulative impact of the proposal is a better integration of services across three councils than could be expected if one council tried to deliver the same service in isolation. By contributing to a formal partnership, Swansea's school workforce will access similar professional learning opportunities to those on offer in other parts of Wales. Partneriaeth will be a part of cross-consortia collaboration in Wales and demonstrate equal ambition for high quality teaching and leadership learning.

**Any mitigation needed:**

It is important that you record the mitigating actions you will take in developing your final initiative.

Record here what measures or changes you will introduce to the initiative in the final draft, which could:

- reduce or remove any unlawful or negative impact/ disadvantage
- improve equality of opportunity/introduce positive change
- support the Well-being of Future Generations Act (Wales) 2015
- reduce inequalities of outcome resulting from socio-economic disadvantage

Unlawful or Negative Impact Identified	Mitigation / Positive Actions Taken in the initiative (add to action plan)
Quality of professional learning is poor.	Monitor, review and plan through governance groups to improve value for money.
Quality of leadership development is poor.	Monitor, review and plan through governance groups to improve value for money.
Swansea’s share of resource does not reflect the number of learners and schools in Swansea.	Swansea should benefit from approximately 40% of the resources available within the Partnership. Ensure communication, engagement and participation are strong.

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**Section 8 - Monitoring arrangements:**

<b>Monitoring arrangements:</b> Monitoring of arrangements will be achieved through the new governance structure outlined in the legal agreement.
<b>Actions (add to action plan):</b>

**Section 9 – Outcomes:**

- Outcome 1: Continue the initiative – no concern
- Outcome 2: Adjust the initiative – low level of concern
- Outcome 3: Justify the initiative – moderate level of concern
- Outcome 4: Stop and refer the initiative – high level of concern.

**Action Plan: Please outline below any actions identified throughout the assessment or any additional data collection that will help you monitor your initiative once it is implemented:**

<b>Action</b>	<b>Dates</b>	<b>Timeframe</b>	<b>Lead responsibility</b>	<b>Progress</b>	<b>Add to Service Plan</b>
Evaluate participation and provision for developing teachers in Swansea via Partneriaeth	Commencement of Partneriaeth formally	December 2021 – December 2022	Head of School Improvement Team and Head of Service	Need to see good engagement from NQT upwards	Include in school improvement plan. Read across to Partneriaeth business plan.
Evaluate participation and provision for developing leaders in Swansea via Partneriaeth	Commencement of Partneriaeth formally	December 2021- December 2022	Head of School Improvement Team and Head of Service	Need to see good engagement from middle leaders upwards	Include in school improvement plan. Read across to Partneriaeth business plan
Ensure that Swansea receives a fair share of available human and fiscal resource available through Partneriaeth	Commencement of Partneriaeth formally	1 September 2021 onwards	Director of Education	Clear budget and financial reports	Scrutinise reports to Directors and Joint Committee. Read across to strategic advisers' planning in Partneriaeth.

# Agenda Item 10

## Education Scrutiny Performance Panel Work Programme 2021/2022

All meetings will be held remotely for foreseeable future

Date	Items to be discussed	Who
<b>Meeting 1</b> 24 Jun 21	<ol style="list-style-type: none"> <li>1. Harassment in School - deferred</li> <li>2. Covid Recovery and key issues affecting Education moving forward</li> <li>3. Planning 2021/2022 Council year in Education Scrutiny – Draft Work Programme (for discussion by Panel)</li> </ol>	Cllr R Smith H Morgan Rees  Panel
<b>Meeting 2</b> 15 Jul 21	<ol style="list-style-type: none"> <li>1. Behaviour Strategy, how associated delegated spend to schools is being used – speak to two secondary schools (<i>Panel identified this item for scrutiny pre Covid</i>)</li> <li>2. Feedback from ERW Scrutiny Councillor Group 28 Jun21</li> </ol>	Pontarddulais, Bishop Gore  Cllr L Jones
<b>Meeting 3</b> 1 Sep 21	<ol style="list-style-type: none"> <li>1. The New Estyn Regime and thematic reviews</li> <li>2. Update – Education Covid Recovery moving into new school year</li> <li>3. Update – Regional Scrutiny moving forward</li> </ol>	Estyn - confirmed Cllr R Smith H Morgan Rees
<b>Meeting 4</b> 30 Sep 21	How are we improving schools in Swansea? (How are School Improvement Advisers supporting, evaluating and monitoring schools in Swansea). To also include: Sharing good practice, supporting eFSM pupils and readiness for the City Deal.	Cllr R Smith, Lead School Improvement Advisers
<b>Meeting 5</b> 21 Oct 21	<ol style="list-style-type: none"> <li>1. Harassment in Schools Update</li> <li>2. Welsh in Education Strategic Plan (A new 10 year plan is being developed, an overview of requirements and the progress made so far)</li> <li>3. New Curriculum progress update</li> </ol>	Cllr R Smith H Morgan Rees
<b>Meeting 6</b> 18 Nov 21	School Scrutiny Session 1 – Morriston Comprehensive School - Confirmed	Headteacher and Chair of Governors
<b>Meeting 7</b> 9 Dec 21	<ol style="list-style-type: none"> <li>1. Performance against identified education priorities (RAG) (Overview and then Cabinet Member Q&amp;A)</li> <li>2. Swansea Skills Partnership update</li> <li>3. Update on progress – Regional Education Partnership</li> </ol>	Cllr R Smith H Morgan Rees
<b>Meeting 8</b> 20 Jan 22	School Scrutiny Session 2 – Penyrheol Comprehensive School - Confirmed	Headteacher and Chair of Governors
<b>Meeting 9</b> 14 Feb 22 (3.00pm)	Annual Budget as it relates to Educations matters ( <i>Annual item</i> ). To include how education has been affected by energy price rises.	Cllr R Smith H Morgan Rees
<b>Meeting 10</b> 24 Mar 22	<i>Updates on watching brief items:</i> <ol style="list-style-type: none"> <li>1. Additional Learning Needs Reform</li> <li>2. New Curriculum</li> <li>3. Education Other Than At School (EOTAS)</li> <li>4. End of year report - Education Scrutiny</li> </ol>	Cllr R Smith H Morgan Rees  Cllr L Jones

1. To schedule in: a visit to new pupil referral unit Maes Derw (when possible)