



## 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:  <ol style="list-style-type: none"><li>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.</li><li>2) Approves the appointment of the Leader as a member of the joint committee.</li><li>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.</li><li>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.</li><li>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</li></ol>

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