

**CARMARTHENSHIRE COUNTY COUNCIL  
CEREDIGION COUNTY COUNCIL  
CITY & COUNTY OF SWANSEA COUNCIL  
NEATH PORT TALBOT COUNTY BOROUGH COUNCIL  
PEMBROKESHIRE COUNTY COUNCIL  
POWYS COUNTY COUNCIL**

**AGREEMENT**

-to-

constitute a Joint Committee to deliver educational  
improvements in schools in central and south-west Wales

Miss Claire N. Jones  
Assistant Chief Executive – Legal  
Ceredigion County Council  
Penmorfa  
Aberaeron  
Ceredigion SA46 0PA

**THIS DEED** is made the

day of

2014

**BETWEEN:**

- (1) **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall, Castle Hill, Carmarthen SA31 1JP (“Carmarthenshire”)
- (2) **CEREDIGION COUNTY COUNCIL** of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion, SA46 0PA (“Ceredigion”)
- (3) **CITY AND COUNTY OF SWANSEA COUNCIL** of Civic Centre, Oystermouth Road, Swansea SA1 3SN (“Swansea”)
- (4) **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Civic Centre, Port Talbot SA13 1PJ (“Neath Port Talbot”)
- (5) **PEMBROKESHIRE COUNTY COUNCIL** of County Hall, Haverfordwest, Pembrokeshire SA61 1TP (“Pembrokeshire”)
- (6) **POWYS COUNTY COUNCIL** of County Hall, Llandrindod Wells, Powys LD1 5LG (“Powys”)

(together called “the Authorities” or, if any one of them, “the Authority”)

**BACKGROUND**

- (1) The Authorities are the statutory education authorities for their respective administrative areas located in south-west and central Wales, or such other combined area from time to time for which the Authorities, or their successors, have responsibility
- (2) The Authorities have lately operated as a consortium in the Region under an Agreement dated the 6<sup>th</sup> March 2013 with a view to improving the standard of education of children and young persons

- (3) In pursuance of sections 101, 102 and 113 of the Local Government Act 1972, section 25 of the Local Government (Wales) Act 1994, sections 13 and 13A of the Education Act 1996, sections 2, 19 and 20 of the Local Government Act 2000, section 9 of the Local Government Wales Measure 2009 and/or all other powers enabling them, the Authorities have agreed to establish under this Agreement a joint committee with a view to constituting a regional consortium with the following core aims and objectives:
- a) improving learning outcomes for all children and young people
  - b) ensuring delivery of high quality teaching and learning
  - c) supporting and empowering school leaders, staff and governors through training, mentoring and opportunities for secondment to better undertake their responsibilities
  - d) testing and reviewing the impact of support on teaching and learning, pupil progress and attainment and the development of school staff and governors
  - e) doing anything else within the law that promotes or contributes to the aims and objectives

**IT IS AGREED** as follows:

## **1 INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:

**“Agreement”** means this Deed comprising the terms and conditions and the Schedules to it

**“Annual Cost”** means the cost to the Lead Authority of discharging its obligations on behalf of the Authorities under this Agreement repayable by way of each Authority’s Contribution

**“Authorities”** is defined above

**“Budget”** means an itemised summary of intended income, revenue and capital expenditure for the Financial Year as described in Schedule 5, Part 1

**“Business Plan”** means the annual plan prepared by the Executive Board on behalf of the Consortium and the Authorities for the Joint Committee as more particularly described in Schedule 5, Part 2

**“The Central Team”** means the unit set up to support the Executive Board and to perform the roles described in Schedule 6

**“Chair”** means the presiding chairman of meetings of a committee or board under this Agreement

**“Commencement Date”** means the \_\_\_\_\_ day of \_\_\_\_\_ 2014

**“Confidential Information”** is defined in Clause 16

**“Consortium”** means the Authorities acting in collaboration in the Region with a view to achieving the Objects effectively, efficiently and economically, and in accordance with Schedules 1 and 2

**“Contribution”** means each Authority’s contribution towards the Annual Cost calculated according to the proportion of pupil numbers in each Authority’s administrative area as agreed by the Executive Board and supported by an invoice submitted by the Lead Financial Officer

**“Executive Board”** means the body appointed by the Joint Committee on behalf of the Consortium the responsibilities of which are set out in Schedule 4

**“Financial Year”** means a year beginning on the 1<sup>st</sup> April

**“FOIA”** means the Freedom of Information Act 2000 referred to in Clause 19 and for the purpose of this Agreement will include the Environmental Information Regulations 2004

**“Functions”** includes those roles, responsibilities and duties of the Authorities described in Clause 5

**“Funding”** means funding, including grant aid, provided or advanced to the Consortium, otherwise than by the Authorities, and as described in Clause 10 and referred to in Schedule 5, Part 1

**“Hub”** means a sub-regional pair of Authorities within the Region the arrangements in respect of which are described in Schedule 2 Part 1

**“Joint Committee”** means the committee established in accordance with, and as described in, Clauses 7 and 8 and Schedule 3

**“Lead Authority”** means the Authority which, under Clause 5 of this Agreement, is appointed by the Joint Committee to carry out a particular role on behalf of the Consortium for the Executive Board

**“Lead Chief Executive”, “Lead Director of Education” and “Lead Financial Officer”** means the chief officer appointed by the Joint Committee under Clause 6 to undertake on behalf of the Consortium the roles mentioned in Clause 5, or as provided for in this Agreement

**“Lead Officer”** means the appropriate officer appointed by the Joint Committee under Clause 6 to undertake on behalf of the Consortium each of the roles mentioned in Clause 5

**“Loss”** means any loss or liability arising out of this Agreement in contract, tort or otherwise directly suffered by an Authority together with any damage, expense, liability or costs reasonably incurred in contesting or quantifying such loss or liability

**“Managing Director”** means an individual with qualities agreed as appropriate and appointed by the Joint Committee (in consultation with Welsh Government) with executive responsibility on behalf of the Consortium for achieving the Objects

**“Members”** means the appointed (or nominated) members of the Joint Committee, and **“Member”** means any one of those individuals

**“Objects”** means the core aims and objectives of the Consortium as shortly described in recital (3) above and including those set out in Schedule 2

**“The Region”** means the combined administrative areas of the Authorities from time to time for which the Authorities, or their successors, have responsibility

**“Responsibilities”** means the core duties and responsibilities of the Authorities and the Consortium in the pursuance of the Objects as set out in Schedule 1 and Schedule 2 part 3 respectively

**“RISIS”** means Regional Integrated School Improvement Services the consortium established under an Agreement between the Authorities made the 6th March 2013

**“Services”** means the services to be provided by the Consortium to the Authorities under the direction of the Joint Committee and the Executive Board in pursuance of the Objects, and as referred to in Schedule 2 Part 2 of this Agreement, (but which may, during the Term, be extended or reduced if unanimously agreed by the Authorities)

**“System Leader”** means an individual employed by the Consortium to challenge head teachers and school governors to set aspirational targets to ensure high levels of motivation and to improve significantly pupil attainment; and as more particularly described in Schedule 2, Part 3, paragraph 3

**“Term”** has the meaning in Clause 2 of this Agreement

**“Working Day”** means any day on which an Authority’s offices are normally open for business

- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted
- 1.3 Words importing the singular include the plural, words importing any gender include every gender, the words importing persons include bodies corporate and unincorporated, and (in each case) vice versa
- 1.4 Reference to Clauses and Schedules are references to clauses and schedules of this Agreement and any reference to a sub-provision is, unless otherwise stated, a reference to a sub-provision of the provision in which the reference appears
- 1.5 The Clause and paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation

## **2 TERM**

- 2.1 This Agreement shall come into effect on the Commencement Date and shall continue in force until terminated by the Authorities in accordance with this Agreement
- 2.2 The Authorities agree that this Agreement shall supersede RISIS which shall cease to have effect from the Commencement Date

## **3 GENERAL PRINCIPLES**

- 3.1 The Authorities agree to work together as a Consortium, through the Joint Committee and the Executive Board, in good faith and in an open, collaborative and constructive manner in pursuance of the Objects.

Members and officers will work together in a spirit of mutual trust and will respond in a timely manner to all relevant requests from the Authorities

- 3.2 Each of the Authorities represents to the others that it has obtained all necessary consents and authority sufficient to ensure the effective delegation of the Functions to enable the provision of the Services in the attainment of the Objects
- 3.3 The Authorities shall use all reasonable endeavours to ensure that the Members and their officers act in the best interests of the delivery of the Services and attainment of the Objects
- 3.4 The Authorities agree to share relevant data and knowledge, including access to IT networks, where appropriate

#### **4 STATUS OF THE AGREEMENT**

The Authorities acknowledge that the Agreement shall be evidence of a legally binding relationship and mutual commitments between them for the delivery of the Services and attainment of the Objects and this Agreement shall be construed accordingly

#### **5 ROLES OF THE LEAD AUTHORITIES**

- 5.1 The Functions listed in column 1 below shall, from the Commencement Date, be discharged on behalf of the Consortium by the Lead Authority listed in column 2

<b>Column 1</b>	<b>Column 2</b>
Management of Central Team	Pembrokeshire
Administration of Joint Committee and Executive Board	Carmarthenshire
Legal and Monitoring Officer services	Ceredigion
Contracts and Procurement	Powys
Human Resources	Neath Port Talbot



- 5.2 The Joint Committee shall be responsible for appointing the Lead Authority for each of the Functions, and each Lead Authority shall act under the direction of the Executive Board which may, from time to time, vary the roles
- 5.3 The Lead Authority shall, when required, act on behalf of each or all of the Authorities in respect of the provision of the Functions
- 5.4 The Lead Authority responsible for management of the Central Team shall, subject to the provisions of Schedules 1 and 2, employ and manage sufficient staff as it considers reasonable for delivery of the Functions in a cost-effective and efficient manner
- 5.5 The Lead Authority responsible for administration shall act as clerk to and host the Joint Committee and the Executive Board and provide other requisite support services including translation
- 5.6 The Lead Authority responsible for Finance shall manage the costs of provision of the Functions, and the Budget, and will ensure that accounting practices adopted comply with relevant legislation and good practice
- 5.7 The Lead Authority responsible for Legal and Monitoring Officer services shall supervise the governance arrangements and operation of the Joint Committee, the Executive Board and the Consortium in accordance with the terms of this Agreement, conduct legal proceedings under Clause 11 of it, and ensure compliance with relevant legislation and good practice
- 5.8 The Lead Authority responsible for Contracts and Procurement will act as the contracting authority for and on behalf of the Consortium, and in accordance with that Authority's Contract Procedure Rules and, on behalf of the Consortium, will make all payments under a contract when they fall due; and shall, when required, carry out the instructions of the Executive Board and ensure that its activities are competent, legally compliant and in

accordance with relevant regulations, good practice and the terms of this Agreement

- 5.9 The Lead Authority responsible for Human Resources shall supervise and advise on common employment issues arising out of the provision of the Functions and the operation of this Agreement
- 5.10 The Joint Committee shall determine which Authorities shall act as a Lead Authority to hold, manage and distribute Funding and financial contributions from and on behalf of the Authorities
- 5.11 Where a Lead Authority for a Function incurs costs or liability in providing the Function, the appropriate officer of the Lead Authority discharging the Function shall, on a monthly basis, provide details of that cost or liability to the Lead Financial Officer

## **6 LEAD OFFICERS**

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

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

## **7 JOINT COMMITTEE**

- 7.1 The Authorities agree to constitute themselves as a Joint Committee on the terms set out in Schedule 3 to this Agreement subject to the Budget arrangements described in Schedule 5, Part 1
- 7.2 The Authorities shall ensure that Members have:

7.2.1 appropriate skills, experience and seniority to make effective decisions

7.2.2 a clear understanding of their collaborative regional responsibility

7.2.3 a clear appreciation of their roles and responsibilities and how these dovetail with democratic accountabilities

7.3 Each Member of the Joint Committee shall have responsibility for supporting the Objects and for securing, as far as possible, that any matter recommended by the Executive Board for decision is considered, determined and implemented expeditiously

## **8 MEMBERSHIP OF THE JOINT COMMITTEE**

The Joint Committee shall be constituted as set out in Schedule 3 and each Authority shall make such officers available to the Joint Committee as are reasonably necessary for the attainment of the Objects

## **9 ROLE OF THE EXECUTIVE BOARD**

9.1 The Joint Committee will constitute the Executive Board to which it will delegate the operational decision making of the Consortium in accordance with Schedule 4

9.2 The Executive Board may recommend action on matters outside the ambit of Schedule 4 for consideration by the Joint Committee

## **10 FUNDING**

10.1 The Consortium will receive funding from the following sources (amongst others):

- 10.1.1 the Authorities' share of the school improvement element of the Revenue Support Grant received from Welsh Government which the Consortium will transfer to each Authority
  - 10.1.2 other Welsh Government grants and associated local authority match-funding (except those payable directly to schools) which will be transferred by the Consortium to each Authority
  - 10.1.3 funding generated by the Consortium arising out of charges for services to others (including schools)
- 10.2 If the Lead Authority for Finance is in receipt of Funding on behalf of all the Authorities, and subsequently disburses some or all of it to the other Authorities, the other Authorities shall each, in the event that the Funding subsequently becomes repayable because of breach of the conditions of the Funding, or because the Agreement is terminated, or for any other reason, forthwith repay to the Lead Authority for Finance the Funding advanced to them and now repayable; and each agrees to indemnify and keep indemnified the Lead Authority for Finance against all Loss in respect of the same

## **11 LEGAL PROCEEDINGS**

- 11.1 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 Authority for Legal and Monitoring Officer services for and on behalf of the other Authorities, and in accordance with the instructions of the Joint Committee or the Executive Board
- 11.2 If, notwithstanding Clause 11.1, legal proceedings are issued by any one of the other Authorities such proceedings will be amalgamated into one claim to be taken by the Lead Authority for Legal and Monitoring Officer services alone for and on behalf of the one or all of the other Authorities
- 11.3 If any legal action, proceedings or claims are instituted against any of the Authorities arising out of any contract or otherwise, 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 Authorities according to the Contribution, provided that the claim is not solely attributable to the actions or omissions of the Authority against whom the claim has been made, and that the Authority notifies and consults the other Authorities prior to defending the proceedings or claims

11.4 In the event that a claim is made which is solely attributable to the actions or omissions of an Authority, or an Authority has failed to notify and/or to consult with the other Authorities prior to defending the proceedings or claims as required by Clause 11.3 above, the Authority against whom such proceedings or claim has been made will be solely be liable for the payment of any damages or settlement arising out of the proceedings or claim

11.5 If the Lead Authority for Contracts and Procurement incurs a Loss as a result of:

11.5.1 following an instruction from the Executive Board pursuant to Clause 5.8 above, such Loss shall be shared between the Authorities according to the Contribution; or

11.5.2 an act or omission of an Authority or Authorities under the Agreement, such Loss shall be met wholly by the Authority or Authorities whose acts or omissions caused the Loss

11.6 The Lead Authority for Contracts and Procurement shall indemnify the other Authorities against any Loss occasioned as a result of its own negligent actions or omissions as Lead Authority

11.7 Any Authority seeking indemnity from another Authority under this Agreement shall:

11.7.1 promptly notify the indemnifying Authority of known circumstances giving rise to such claim

- 11.7.2 not admit, compromise or settle any claim without the consent of the indemnifying Authority except where such consent would be unreasonable in the circumstances of the case
- 11.7.3 take reasonable steps to mitigate any claim for which an indemnity may be sought
- 11.8 The other Authorities agree to cooperate with a Lead Authority as required to enable it to fulfil its role as Lead Authority
- 11.9 Nothing in this Clause shall require any Authority to indemnify any other Authority for Loss occasioned by the claiming Authority as a result of that claiming Authority's negligent acts or omissions

## **12 LIABILITIES, IMMUNITY AND INDEMNITIES**

### **12.1 Member and officer liability**

12.1.1 When working as an elected member of an Authority, such member shall be deemed to be working on behalf of her own Authority even where the particular matter under consideration relates to or also relates to the other Authorities

12.1.2 In consequence of the above, both members and officers of an Authority shall be treated as falling within the statutory immunity provided by Section 265 of the Public Health Act 1875, as amended, in respect of their actions or omissions in pursuance of the Objects

## **13 INTELLECTUAL PROPERTY**

13.1 All intellectual property in any material created under the Agreement shall be owned by the Consortium and shall be available equally to each Authority

13.2 Each Authority warrants that any intellectual property created by its officers for the purposes of the Agreement will not infringe any third party's intellectual property rights

13.3 Each Authority shall indemnify the other Authorities against any loss arising out of any dispute or proceedings brought by a third party alleging infringement of its intellectual property rights by use of the first Authority for the purpose of the Agreement

## **14 DISPUTE RESOLUTION**

Prior to any dispute or difference being formally referred to mediation in accordance with Clause 14.4 below, the Authorities in dispute shall seek to resolve the matter as follows:

14.1 In the first instance the matter shall be considered by the relevant Directors of Education of the Authorities

14.2 If the Directors of Education are unable to resolve the matter within thirty working days or such additional time as may be agreed between the Authorities, then it shall be referred to the Chief Executive Officer of each relevant Authority

14.3 If the Chief Executive Officers are unable to resolve the matter within a further thirty working days then the provisions of sub-Clause 14.4 shall apply

14.4 If a matter is not capable of being resolved informally, then it shall be deemed to be a 'dispute' and the following provisions shall apply:

14.4.1 the Chief Executive of one of the Authorities shall serve on the other Chief Executive(s) notice(s) in writing stating the nature of the dispute and requesting mediation

14.4.2 every dispute notified under this Clause 14.4 shall be referred to Mediation in accordance with the mediation procedures of the Alternative Dispute Resolution Group, London

14.4.3 unless otherwise agreed, the Authorities shall share equally the costs of mediation

## **15 WITHDRAWAL AND INDEMNITY FOR CONSEQUENCES OF WITHDRAWAL**

15.1 Any Authority may withdraw from this Agreement by giving notice in writing to each of the other Authorities to expire 12 months from the end of the Financial Year in which the notice is given

15.2 Each Authority agrees that, in the event that it gives notice of withdrawal to the other Authorities, and that proposed withdrawal is voluntary and not arising out of an action of or decision by Welsh Government, it will indemnify the other Authorities against any Loss to the other Authorities arising directly out of the consequences of its withdrawal from this Agreement

15.3 Where any Authority withdraws from this Agreement the Executive Board shall continue to subsist provided at least two Authorities remain as members and, if only one Authority remains, the Agreement shall continue in force in respect of:

15.3.1 any financial liability which has arisen or which may arise out of the performance of the Agreement

15.3.2 the cost of any redundancies consequent upon withdrawal

15.3.3 any liability of each Authority to indemnify the other Authorities under this Clause; and

15.3.4 any matter referable to the Dispute Resolution procedure under Clause 14 above arising out of the performance of or withdrawal by any Authority under this Agreement

15.4 If this Agreement continues, notwithstanding the withdrawal of one or more Authorities from the Consortium, the Authorities so withdrawing



shall remain liable for their Contribution calculated to the date upon which its notice expires provided that the withdrawing Authority or Authorities shall also remain liable for the costs of any redundancy directly attributable to the withdrawal of that Authority as follows:

<b>A redundancy in respect of which notice has been given within:</b>	<b>% of cost</b>
1 <sup>st</sup> year after withdrawal	100
2 <sup>nd</sup> year after withdrawal	100
3 <sup>rd</sup> year after withdrawal	80
4 <sup>th</sup> year after withdrawal	60
5 <sup>th</sup> year after withdrawal	40
Thereafter	nil

15.5 Subject to the liability of a withdrawing Authority under Clause 15.4, the remaining Authorities shall be liable for the costs of any redundancy according to the Contribution of each after deducting the Contribution of the withdrawing Authority

## **16 CONFIDENTIAL INFORMATION**

16.1 Subject to Clause 19, the Authorities shall at all times use their best endeavours to keep confidential (and to ensure that their respective employees agents consultants and sub-contractors keep confidential) all Confidential Information arising under the Agreement, or the business and affairs of the other Authorities, which may now or at any time be in their possession and shall not disclose the same except with the consent of the other Authority, such consent not to be unreasonably withheld

16.2 For the purpose of this Agreement “Confidential Information” means any information:

16.2.1 imparted to any Authority or its employees, agents, consultants or sub-contractors (“the Receiving Party”) on the basis that it was to be kept confidential or would, by its

nature, normally be regarded as being confidential; or

16.2.2 to the knowledge of the Receiving Party, was obtained by the other Authority on the basis that it was to be kept confidential or is of commercial value

but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party

16.3 This Clause 16 shall continue without limit of time and shall survive the termination of this Agreement

## **17 COMPLIANCE WITH LAWS**

17.1 The Authorities shall at all times comply with all laws including but not limited to the Data Protection Act 1998 and will, where appropriate, maintain a valid and up to date registration or notification under such laws

17.2 Each Authority shall indemnify and keep indemnified the other Authorities against all Loss incurred by the other Authorities in respect of any breach of this Clause by the Authority

17.3 Each Authority shall grant to the other Authorities the right of reasonable access to all records of personal data relevant to the Agreement, as defined in the Data Protection Act 1998, and shall provide reasonable assistance at all times during the currency of this Agreement to ensure the quality and security of data collected

## **18 NO PARTNERSHIP**

Nothing in this Agreement shall be construed as establishing or implying any partnership between the Authorities and, except as stated in this Agreement, nothing in it shall be deemed to constitute any of the Authorities as the agent of the other Authorities or authorise any Authority:

- 18.1 to incur any expenses on behalf of any other Authority
- 18.2 to enter into any engagement to make any representation or warranty on behalf of any other Authority
- 18.3 to pledge the credit of or otherwise bind or oblige any other Authority; or
- 18.4 to commit any other Authority in any way whatsoever without in each case obtaining that other Authority's prior written consent

## **19 FREEDOM OF INFORMATION**

- 19.1 Each Authority acknowledges that the other Authorities are subject to the requirements of the FOIA and the EIR and each Authority shall, where reasonable, assist and co-operate with the other Authorities (at their own expense) to enable the other Authorities to comply with these information disclosure obligations
- 19.2 Where an Authority receives a request for information under either the FOIA or the the Environmental Information Regulations 2004 ('EIR') in relation to information which it is holding on behalf of any of the other Authorities under this Agreement, it shall:
  - 19.2.1 notify the request for information to the other Authorities as soon as practicable after receipt and, in any event, within two Working Days of receiving a request for information
  - 19.2.2 provide the other Authorities with a copy of all information in its possession or power, in the form that the Authorities reasonably require, within ten Working Days (or such longer period as the Authorities may agree) of the Authorities requesting that information; and

- 19.2.3 provide all necessary assistance as reasonably requested by the other Authorities to enable the Authority to respond to a request for information within the time for compliance set out in the FOIA or the EIR
  
- 19.3 Where an Authority receives a request for information under the FOIA or the EIR which relates to the Agreement, it shall inform the other Authorities of the request for information as soon as practicable after receipt and in any event at least two Working Days before disclosure and shall use all reasonable endeavours to consult with the other Authorities prior to disclosure and shall consider all representations made by the other Authorities in relation to the decision whether or not to disclose the information requested
  
- 19.4 An individual Authority shall be responsible for determining at its absolute discretion whether any information requested under the FOIA or the EIR:
  - 19.4.1 is exempt from disclosure under the FOIA or the EIR
  - 19.4.2 is to be disclosed in response to a request for information
  
- 19.5 Each Authority acknowledges that the other Authorities may be obliged under the FOIA or the EIR to disclose information:
  - 19.5.1 without consulting the other Authorities where it has not been practicable to achieve such consultation; or
  - 19.5.2 following consultation with the other Authorities and having taken their views into account

## **20 SEVERANCE**

- 20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such

modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20.2 If one Authority gives the others notice of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Authorities shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision

## **21 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the Authorities and supersedes any previous agreement between the Authorities relating to the subject matter of this Agreement

## **22 WAIVER**

22.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies

22.2 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement

22.3 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent an Authority from subsequently requiring compliance with the waived obligation

## **23 GENERAL**

23.1 Nothing contained or implied in this Agreement shall prejudice or affect the

Authorities' rights and powers duties and obligations in the exercise of their functions as local authorities and/or in any other capacity, and all rights powers discretions duties and obligations of the Authorities under all laws may at all times be fully and effectually exercised as if the Authorities were not party to this Agreement and as if this Agreement had not been made

- 23.2 The Authorities shall only represent themselves as being an agent partner or employee of any other Authority to the extent specified by this Agreement and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Authority except to the extent specified in this Agreement
- 23.3 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales
- 23.4 This Agreement is personal to the Authorities and no Authority shall assign transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations
- 23.5 No person other than the Authorities shall be entitled to enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999
- 23.6 Any notice required or permitted to be given by an Authority to another Authority under this Agreement shall be in writing and addressed to the Director of Education of the other Authority at its principal office

## **24 INSURANCE**

- 24.1 Each Authority shall obtain and maintain throughout the Term insurance sufficient to cover all of its obligations under this Agreement and shall indemnify the others against Loss sustained as a result of a breach of this Clause

24.2 The Lead Authority shall indemnify the other Authorities against any Loss they sustain as a result of the Lead Authority failing to comply with the insurance requirements in any contract

## **25 VARIATION**

The Executive Board in consultation with the Joint Committee may, at any time, recommend changes to this Agreement by giving notice in writing to each Authority. Each Authority shall, on receipt of a notice, use all reasonable endeavours to consider, within six weeks of such receipt, whether to accept the recommendation. If all the Authorities agree to the recommended changes a memorandum of variation shall be prepared by the Executive Board for execution on behalf of each Authority and appended to this Agreement

**IN WITNESS** of which the Authorities have executed this Agreement as a deed the day and year first written

## **SCHEDULE 1**

### **Each Authority's Responsibilities**

1. Each Authority 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 Consortium
2. The Consortium will nominate a senior officer to liaise with each Authority's relevant Lead Officer who shall jointly agree on the scope and frequency of their meetings having regard to issues requiring attention

The Authorities' responsibilities will include:

- a) recommending a Lead Director of Education, for appointment by the Joint Committee, to act as the main point of contact with the Consortium
- b) discussing with the Consortium their respective roles, functions and actions with a view to avoiding duplication of effort and, in particular, each Authority shall share with the Consortium information relating to:
  - i. the overall vision and social and economic development priorities for their areas, having particular regard to issues that are likely to affect schools
  - ii. school organisation, including plans for federations, amalgamations, closures and delivery of their 21<sup>st</sup> century school strategies
  - iii. support for those having special educational and additional learning needs
  - iv. the organisation of behaviour support and education welfare services
  - v. their youth engagement strategy
  - vi. safeguarding arrangements for children and young people



vii. arrangements to promote effective procurement and the development of business support services within schools

3. Authorities will monitor progress of schools in their area through their member-level scrutiny arrangements
4. Each Authority'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 Consortium staff equipped to answer questions
5. Authorities shall provide the Consortium with access to relevant data systems including anonymised data sets on pupil performance where these are held at local authority level
6. Authorities and the Consortium shall jointly consider recommendations on statutory school interventions and, in the absence of exceptional circumstances, will implement them in accordance with agreed protocol
7. Each Authority undertakes to act reasonably in their expectations of Consortium 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 Consortium: Organisation, Services and Responsibilities**

#### **Part 1: Organisation**

##### **The Hub Arrangements**

1. The Consortium, through the Executive Board, may decide, because of the geographical size of the Region, or the need adequately to reflect cultural and language differences, to organise delivery of the Services through Hubs centred on Swansea / Neath Port Talbot; Ceredigion / Powys, and Carmarthenshire / Pembrokeshire

##### **Hubs: core principles**

2. Hubs will deliver to the Consortium an agreed programme for each of their sub-regions whilst respecting the following core principles:
  - a) all actions directed by the Executive Board will be delivered within the area of the Hub in an efficient and effective manner and so as to ensure consistency and equality of provision throughout the Region
  - b) the Services will be delivered in such manner so as to avoid duplication by the Authorities whilst taking into account local differences including the incidence of the Welsh language
  - c) the Authorities will at all times work together through their respective Hubs so as to ensure value for money

##### **Hubs: operation**

3. Each Hub shall:
  - a) be composed of the Directors of Education ("the Directors") and the relevant portfolio holders of education within each Authority in the Hub and any other officers at the discretion of the Directors

- b) meet at least once in each school term
- c) comply with the directions of the Joint Committee and the Executive Board in the provision of the Services in pursuance of the Objects and in accordance with the provisions of this Agreement
- d) ensure clarity of roles for the System Leaders
- d) ensure that each Hub works in cooperation with the other Hubs and that duplication is avoided
- e) prepare and present to the Executive Board regular reports on each Hub's work and contribute to the annual report to the Executive Board detailing the Hub's progress

#### **Retention of central powers**

4. The Consortium will ensure that there is sufficient expertise in the Central Team to manage the following matters effectively:
  - a) data collation, analysis and application from the Authorities on school and pupil performance and progress across the Region (based on the core data sets established by Welsh Government and the Fischer Family Trust projections)
  - b) planning and coordination of the improvement service, quality assurance of the challenge function and performance management of its effectiveness in delivering the Objects
  - c) strategic leadership of key strands of work such as leadership development, literacy and numeracy and the Welsh medium
  - d) business planning including management of financial resources, risk assessment, human resource management of Consortium staff and commissioning of services

## **Part 2: Services**

- a) Services by the Consortium will include: intervention, challenge and support strategies to improve teaching and learning in classrooms leading to improved pupil attainment and progress at all levels, and in all contexts, including closing gaps in attainment and addressing specific needs such as Special Educational Needs (SEN) or More Able & Talented (MAT) Learners
- b) collating from the Authorities and schools in the Region data on school and pupil performance and progress (based on the core data sets established by Welsh Government and the Fischer Family Trust projections), and using that data to benchmark and challenge school performance and, for schools, setting challenging targets for improvement
- c) 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 training and development programmes
- d) supporting and promoting the development of school improvement linked to learner well-being, including issues concerning behaviour and attendance
- e) ensuring the effective delivery in all schools of the National Literacy and Numeracy frameworks and co-ordinating and quality assuring the provision of training and development to achieve this
- f) providing challenge to the performance and delivery of foundation phase settings and, if necessary, commissioning, co-ordinating and quality assuring training and development support
- g) aligning National and local age 14-19 strategies across the Region to help in raising standards in the core subjects of English, Welsh and mathematics and ensuring the provision of high quality courses offering relevant training for pupils

- h) working with the Authorities to ensure that their plans for developing and implementing strategies for 21<sup>st</sup> Century schools align with plans for school improvement
- i) enabling the aims of Welsh Government's Welsh-medium Education Strategy (WMES) to be delivered by ensuring the alignment of the Welsh in Education Strategic Plans (WESP) and the Welsh in Education Grant (WEG) across each Authority 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
- j) commissioning, coordinating and quality assuring delivery of high quality governor training and advice services, including the requirements for mandatory training for governors
- k) providing specialist human resources advice to support head teachers and governing bodies in dealing with performance management and capability issues
- l) assisting schools in the delivery of high quality education to children with additional learning and special educational needs, drawing on the expertise of the best special schools, and good practice and systems adopted by the best mainstream

### **Part 3: Responsibilities**

#### **1. Core**

The Consortium's Responsibilities will include:

- a) monitoring the work and performance of schools, using all-Wales standardised data sets, Fischer Family Trust projections and in-school and in-year data on pupil progress and the quality of classroom teaching and learning, to categorise a school's performance and development needs in accordance with the nationally agreed categorisation model
- b) examining, with school leaders and chairs of governors, performance and provision at whole-school level and for different subjects, year groups and sub-

categories of pupils, for the purpose of comparing the progress of individual and/or groups of pupils with progress made in other schools, and to identify areas of underperformance and attainment gaps

- c) confirming with head teachers and chairs of governors the priority areas for improvement and the strategies to be deployed to secure improvement
- d) agreeing targets to raise expectations and to set the standard for improving the quality of teaching and learning, and to provide the success criteria against which pupil attainment and progress may be measured. Where agreement cannot be reached the Consortium will advise the Authority to enable it, in accordance with current legislation, to determine the appropriate targets
- e) assessing schools that are in special measures, require significant improvement, are subject to Estyn or local authority monitoring or otherwise identified through the categorisation process as causing serious concern; and making appropriate recommendations
- f) advising in situations where statutory intervention is required and the form such intervention may take (for example, federation with another school, deployment of an executive head teacher, establishment of an interim executive board)
- g) Identifying and recruiting suitably qualified and experienced System Leaders and facilitating training by Welsh Government

Support by the Consortium will be applied proportionately: those schools most in need will be monitored most closely whilst strongly performing schools will be subject to 'light touch' treatment

## 2. **Relationship with schools**

The Consortium will:

- a) establish a head teachers' panel and a governors' panel ("user panels"). Each user panel will include representatives of primary, secondary and special schools and will consult respectively with school leaders and school governors on plans and proposals for developing school improvement and will receive feedback on the

quality of service received in respect of the Consortium's challenge and support functions, and on any other relevant matter

- b) ensure that the user panels meet at least once a term and that the meeting in the Autumn term considers the draft Business Plan. Significant concerns from school leaders and governors regarding the content of the draft Business Plan will be reported to the Joint Committee by the Executive Board as part of the latter's consideration of the Business Plan

The Consortium through the Central Team shall also make arrangements for collecting systematic feedback from participants on their programmes and this information should be collated and presented to the user panels

### **3. System Leaders**

System Leaders may be employed full-time or part-time by the Consortium to advise and assist in relation to the Services or Responsibilities. They will, ideally, possess all of the following attributes:

- a) experience of leading in a successful school, including being a member of a senior leadership team in such a school
- b) expertise in analysing and using school improvement data
- c) an understanding and experience of how to implement school improvement
- d) strong interpersonal skills and the ability to command and maintain respect from schools

The Consortium will share monitoring information with the Authorities on a termly basis, and more frequently in relation to schools in special measures, require significant improvement, are subject to Estyn or local authority monitoring or are otherwise identified through the categorisation process as causing serious concern

### **4. Co-ordination, brokering and improvement support**

The Consortium will co-ordinate, broker and provide improvement support for schools

in the Region including:

- a) facilitating the use and interpretation of data to support school self-evaluation and identification of gaps in attainment
- b) publishing anonymised benchmarking data on the performance and progress of comparable groups of pupils in different subjects and phases to encourage and enable schools to learn from each other
- c) supporting school leaders to broker appropriate support from other schools, Consortium-commissioned programmes and other sources, where a school has the capacity to lead its own improvement;
- d) overseeing the implementation of a support programme, including the deployment of head teachers of lead practitioner schools, and other head teachers capable of acting as executive heads, in those schools that are in special measures, require significant improvement, are subject to Estyn or local authority monitoring or otherwise identified through the categorisation process as causing serious concern
- e) commissioning and quality assuring a range of predominantly classroom-based training and development programmes to support improvements in teaching and learning and subject knowledge
- f) working with head teachers and other leaders through joint lesson observations to develop a consistent understanding of what constitutes excellent teaching and learning
- g) identifying excellent departments and lead practitioners using nationally agreed criteria who can be deployed to support schools in the Region for part of their working week
- h) providing mentoring support for head teachers and school leadership teams that need support in leading improvement
- i) encouraging, incentivising and steering schools to work on school improvement together through local clusters of schools



- j) supporting the formation and development of federations and interim executive boards where this is agreed as a way to effect school improvement
- k) facilitating the development and work of professional learning communities, lesson study and other means for teachers to work together within and across schools to review and improve their pedagogical practice
- l) working with university education departments to provide access to knowledge about teaching and learning and to support research projects based in schools, and
- m) co-ordinating support and training for teaching assistants and newly qualified teachers

## 5. **Development of school leadership**

The Consortium will, in partnership with leading educational practitioners:

- a) commission from schools, universities and other specialist providers development and training programmes for middle leaders the better to equip them to analyse and use data, assess the quality of classroom learning and coach other colleagues (reflecting the work of the National Leadership Development Board as it develops)
- b) support succession planning by working with the Authorities to aggregate data on projected turnover and retirements of senior school leaders
- c) commission from schools, universities and other specialist providers development and training programmes for emerging senior leaders (reflecting the requirements and work of the National Leadership Development Board as it develops)
- d) commission programmes that will empower and enable effective head teachers to support other schools through leading a lead practitioner school, acting as an executive head teacher, leading a federation or working for part of the week as a system leader

- e) encourage and co-ordinate opportunities for emerging leaders to have access to leadership secondments in other schools
- f) ensure that every new head teacher in their first year of headship has access to an effective head teacher mentor

## **6. Literacy and numeracy training and development**

Through the System Leaders process, the Consortium will assess the general and specific needs of schools in the Region in relation to literacy and numeracy training, and the development required. In consultation with head teachers and the Welsh Government's contractor for literacy and numeracy training, the Consortium will commission and facilitate the delivery of a strategy that will provide the required support at classroom level including:

- a) challenging leaders of the Early Years Foundation Phase settings and liaising with head teachers and other providers to audit training needs and commission and quality assure an appropriate range of programmes
- b) ensuring the alignment of the Welsh language in Welsh-medium Education Strategy Plans (WESP) and the Welsh in Education Grant (WEG) across each Authority, so as to achieve consistency in the development of excellence in pedagogy, and the meeting of agreed targets in the Welsh-medium and bilingual sectors, and also in the delivery of Welsh as a second language

## **7. Co-ordination of ICT strategy throughout the Region**

The Consortium will co-ordinate school ICT self-evaluation, leadership and planning of ICT for learning; safeguarding emerging technologies, virtual learning environments, learning technology and the national literacy and numeracy framework; running networks for heads of departments and ICT coordinators; support for pedagogy and curriculum development (with reference to the Learning and Digital World Strategy)

## **8. Strategic overview of the regional 14-19 Grant**

Including:

- a) allocation of resources to programmes in line with Welsh Government priorities
- b) support for planning the use of grants
- c) working with the Authorities to provide a strategic overview to challenge and support all providers, including FE Colleges and private training providers, to ensure equality of access to the development opportunities
- d) administering the relevant grants and co-ordinating and supporting bids for emerging grant opportunities

## **9. Governor support services**

Including:

- a) commissioning and quality assuring delivery of governor support services and training for governors, including the mandatory training programmes required for new governors and training for chairs of governors including the understanding and applying of data effectively
- b) facilitating and encouraging the development of governor networks to enable governors to observe each other's meetings; deploying able chairs of governors to mentor other governing bodies finding difficulty in undertaking their role effectively
- c) developing, in consultation with the Authorities, governors and head teachers, a performance data template for head teachers to use to report to governors on a termly or half termly basis a school's in-year performance on:
  - i. pupil performance and standards
  - ii. pupil attendance

- iii. pupil exclusions
- iv. staff sickness absence
- v. quality of teaching (as assessed through classroom observation)
- vi. progress and attainment data relative to targets
- vii. identifying a pool of able candidates willing to serve on governing bodies where governance is weak

#### 10. **Specialist human resource advice**

Including:

- a) facilitating and encouraging training for head teachers and chairs of governors on performance management
- b) advice on managing situations where a teacher's performance is less than capable and capability procedures have to be invoked, or where a teacher's absence or sickness record is such that it requires serious action to be considered

#### 11. **Stocktakes**

Including:

- a) arranging at least two sessions each year involving the Managing Director and the managing directors of the three other regions in Wales to discuss, and challenge and review, all Welsh Government and Estyn performance data and intelligence on each region in Wales with a view to building on each region's self-knowledge and the expertise available regionally
- b) an annual challenge and review session chaired by the Minister for Education and Skills to review progress by each Welsh consortium on school improvement in each region. The Consortium will be represented by the chair of the

Executive Board, the Managing Director and the Joint Committee, and the Managing Director will prepare a report on proceedings

- c) implementing the actions and priorities agreed by the Consortium and the Authorities arising out of the challenge and review sessions and including them in the Business Plan

The Minister for Education and Skills will have the power, in consultation with the Joint Committee, to make alternative arrangements for school improvement and Consortium functions where she reasonably believes that the Consortium lacks the capacity or will to deliver its functions adequately

**SCHEDULE 3**  
**The Joint Committee**

**Membership**

1. Membership of the Joint Committee shall may consist of the leader for the time being of each Authority or its education portfolio holder
2. Each Member of the Joint Committee shall hold office until that Member:
  - a) dies; or
  - b) resigns; or
  - c) is disqualified in accordance with section 80 of the Local Government Act 1971; or
  - d) ceases to be a member of the Authority she represents; or
  - e) is suspended; or
  - f) the Authority which the Member represents decides that another Member should act in her place

**Responsibilities**

1. Overall responsibility for successful attainment of the Objects for delivery by the Consortium under the direction of the Executive Board
2. Consulting with, advising and directing the Executive Board and the Consortium on strategic and financial issues concerning the identification and attainment of the Objects
3. Appointing members (including a representative of the Joint Committee) and the Chair of the Executive Board
4. Appointing (in consultation with the Executive Board and Welsh Government) the

## Managing Director

5. Appointing senior staff and dealing with Human Resources and disciplinary issues
6. Meeting (normally) not more than once in each school term to oversee the work of the Consortium to include considering reports from the Managing Director on outcomes and monitoring progress towards the attainment of the Objects. One meeting shall focus on considering and agreeing the draft Business Plan and the Budget
7. Approving the Budget (including recommendations on the level of remuneration for senior management) and the Business Plan for signing off by Welsh Government
8. Authorising the Executive Board to bid for Funding necessary for attainment of the Objects
9. Providing members of the Executive Board and the Lead Authority with opportunities to raise any issues of common concern relating to the operation, Funding and performance of the Consortium in pursuance of the Objects
10. Reviewing annually the operation of the Executive Board and the Central Team, and considering an annual self-evaluation report prepared by the Managing Director with a view to maintaining or improving their or her performance

## Operation

1. The first Chair and Vice-Chair of the Joint Committee, following the signing of this Agreement, shall be such Members of the Joint Committee as the Authorities shall agree
2. Subsequently, at the first meeting held after [ 2016], and then biennially, a new Chair and Vice-Chair shall be appointed from amongst the Members of the Joint

Committee to hold office for the following two years

3. Following the appointment of the first Chair and Vice-Chair, the right to appoint them shall rotate biennially in favour of each Authority in turn as agreed between the Authorities
4. The Chair and Vice-Chair of the Joint Committee shall represent different Authorities
5. In the absence of the Chair at a meeting the Vice-Chair shall take the chair and, in the absence of the Chair and the Vice-Chair, a chair for that meeting shall be appointed by the Joint Committee from amongst the members in attendance
6. The Joint Committee shall meet quarterly during the school term, or at such frequency as the Joint Committee shall determine
7. If a Member is, for whatever reason, unable to attend a meeting, she may be represented by a deputy appointed by the Authority the Member represents
8. Meetings of the Joint Committee shall be convened by notice in writing issued at the direction of the Chair, in consultation with the Lead Chief Executive and the Managing Director, and delivered with the agenda and all reports to each Member or sent by post or electronically to the Member's address, to reach the Member at least three clear working days before the date of the meeting
9. The Lead Chief Executive shall attend meetings of the Joint Committee to support the Chair and advise Members
10. The Managing Director shall attend meetings of the Joint Committee and provide a report to each dealing with progress in attaining the Objects and the preparation of the Budget and Business Plan, and any other matters including Funding
11. The Chair of the Executive Board shall attend meetings of the Joint Committee to present and advise on reports from the Executive Board



12. To constitute a valid meeting of the Joint Committee at least three Members shall be present in person
13. Meetings of the Joint Committee will normally be open to the public save where matters are deemed to be confidential by virtue of Schedule 12A of the Local Government Act 1972
14. Every issue shall be decided by a simple majority of the votes cast by the Members present and voting by a show of hands with the Chair having a second or casting vote in case of equality of votes
15. Copies of the draft minutes of the proceedings of meetings of the Joint Committee shall, after each meeting, be sent to all Members and to members of the Executive Board, and to such other persons as the Chair, in consultation with the Lead Chief Executive, Lead Director of Education and the Managing Director, may reasonably determine

## **SCHEDULE 4**

### **The Executive Board**

#### **Membership**

1. The Joint Committee will delegate the operational decision making of the Consortium to the Executive Board whose role will be to oversee, support and challenge the work of the Consortium and report regularly on the same to the Joint Committee. The membership of the Executive Board may comprise:
  - a) One representative of the Joint Committee, appointed by the Joint Committee, who will act also as the champion of the Consortium
  - b) A nominee of Welsh Government (who will have observer status only)
  - c) The Directors of Education of each Authority, or persons nominated by the Directors
  - d) The Managing Director
  - e) Not more than five individuals, approved by the Joint Committee, recognised for their experience of leading in education and expertise in corporate governance drawn from an approved pool of individuals assembled by the Welsh Local Government Association and Welsh Government. Those appointed shall include at least one serving head teacher selected from a school within the Region
  
2. Each member of the Executive Board shall hold office until that member:
  - a) dies; or
  - b) resigns; or
  - c) is disqualified in accordance with section 80 of the Local Government Act 1971; or
  - d) ceases to be a member of the Authority or body she represents; or

e) is suspended; or

f) the Authority or body which the member represents has decided that another member should act in her place

### **Delegated responsibilities**

The Executive Board's responsibilities will include:

1. Contributing to the development and formulation of strategy for the attainment of the Objects and, when necessary, challenging the Joint Committee in this regard
2. Preparing the Budget and the Business Plan for approval by the Joint Committee
3. Scrutiny and monitoring of the operation and performance of the Consortium, the Central Team and each of the Authorities in pursuance of the Objects
4. Advising, setting targets and monitoring the work of the Consortium, ensuring that all targets towards the attainment of the Objects are met and, to this end, requesting and considering regular reports from the Lead Authority
5. Scrutiny and monitoring of financial controls and systems of risk management and ensuring production and dissemination of accurate financial information
6. Consulting with the Joint Committee over the appointment (and removal) of the Managing Director and senior management and recommending appropriate levels of remuneration
7. Monitoring and receiving reports from the three Hubs regarding the Hub arrangements
8. Approving the staffing structure of the Central Team
9. Advising, setting targets and monitoring the work of the Central Team and, to this

end, requesting and considering regular reports from the Lead Authority having responsibility for management of the Central Team

10. Overseeing the work streams of the Central Team with a view to ensuring that all targets towards the attainment of the Objects are met
11. Approving all contractual arrangements necessary for the attainment of the Objects to be entered into by the Lead Authority for Contracts and Procurement on behalf of the Consortium
12. Doing such other things in accordance with the terms of this Agreement as may be agreed from time to time

## **Operation**

1. The first Chair and Vice-Chair of the Executive Board shall be appointed by the Joint Committee
2. Subsequently, at the first meeting held after 2016, and then biennially, a new Chair and Vice-Chair shall be appointed [elected?] from amongst the members of the Executive Board to hold office for the following two years
3. In the absence of the Chair at a meeting the Vice-Chair shall take the chair and, in the absence of the Chair and the Vice-Chair, a chair for that meeting shall be appointed by the Executive Board from amongst the members in attendance
4. The responsibilities of the Chair will include:
  - a) deciding, in consultation with the Managing Director, the agenda for each meeting of the Executive Board
  - b) ensuring the provision of accurate, timely and clear information for members

- c) ensuring the Executive Board 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 Authorities and Welsh Government
  - f) attending (with the Managing Director) meetings of the Joint Committee
5. The Executive Board shall meet quarterly during the school term, or at such frequency as the Executive Board shall determine
  6. If a member of the Executive Board is, for whatever reason, unable to attend a meeting, she may be represented by a deputy nominated in writing by the Authority or body she represents to attend the meeting and vote in her place
  7. Meetings of the Executive Board shall be convened by notice in writing issued at the direction of the Chair, in consultation with the Managing Director, and delivered with the agenda and all reports to each member or sent by post or electronically to the Member's address, to reach the member at least three clear working days before the date of the meeting
  8. The Managing Director and the Lead Chief Executive shall attend meetings of the Executive Board to advise members and present reports
  9. To constitute a valid meeting of the Executive Board at least two-thirds of the members of it shall be present in person
  10. The Managing Director shall provide a report to each meeting of the Executive Board dealing with progress in attaining the Objects and preparation of the Budget and Business Plan, and any other matters including Funding
  11. Every issue shall be decided by a simple majority of the votes cast by the Members present and voting by a show of hands with the Chair having a second or casting vote

in case of equality of votes

12. Copies of the draft minutes of the proceedings of every meeting of the Executive Board shall, after each meeting, be sent to the members and to the Members of the Joint Committee and to such other persons as the Chair, in consultation with the Managing Director, may reasonably determine

## **SCHEDULE 5**

### **Part 1**

#### **The Budget**

1. The Consortium shall operate within the Budget as agreed by the Joint Committee and the Executive Board subject to maximum thresholds also agreed by the Joint Committee and the Executive Board as part of the Budget process
2. The Consortium shall provide a Budget forecast to each Authority and to the Executive Board for consultation (prior to referral to the Joint Committee for final approval) at least three months before the start of the following Financial Year as part of the Business Plan
3. The Lead Authority shall be entitled to recover from the other Authorities each Authority's Contribution in total equivalent to the Annual Cost properly and reasonably incurred in undertaking its responsibilities under this Agreement
4. Each Authority shall pay the Contribution half yearly in arrears
5. The Lead Financial Officer shall supply to each Authority and to the Executive Board a half yearly a statement of income and outgoings and an estimate for the following half year such forecasts to identify any possible need to spend over the Budget
6. If a half yearly forecast indicates a possible need to spend over the Budget, each Authority shall, in consultation with the Consortium, consider whether such overspend is necessary or permissible and, if so, identify the Funding available. Any such intended overspend must be agreed by the Executive Board before implementation
7. The Lead Financial Officer shall, on at least a half yearly basis, report to the Executive Board on all Funding which has become available for the Objects
8. Any underspend of the Budget will be rolled forward to the next Financial Year and used for such purposes as agreed between the Authorities, the Executive Board

and the Joint Committee

9. Overspends will be promptly notified by the Lead Financial Officer to the Joint Committee, the Executive Board and the Authorities with a clear explanation of the reasons for the deficit. Any underspends referred to in paragraph 8 will be utilised in the first instance towards the overspend and any remaining deficit will be met by the Authorities according to their Contribution out of the Funding
10. The Lead Financial Officer shall ensure that any purchase or supply of services made on account of the Consortium 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 Financial Officer or other responsible financial officer of the Lead Authority an invoice complying with VAT regulations or a written guarantee that an authenticated VAT receipt will be issued on payment
11. VAT will be chargeable on payments between the Authorities 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

## **Part 2**

### **The Business Plan**

#### **The overall Consortium Business Plan**

1. The Consortium will produce an annual Business Plan setting out:
  - a) a summary of the Consortium'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 'cross-cutting' 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 Managing Director will discuss the draft Business Plan with each Authority, 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

#### **Authority annex to the Business Plan**

1. Each Authority 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. Each Authority shall provide to the Consortium a statement of any changes it proposes to make in the following twelve months in school organisation and for delivery of services for special educational and additional learning needs, behaviour support, education welfare and wider children's services
3. The draft annex and statement will be discussed by the Managing Director and the Authority's Education Director and the portfolio holder for children's and education services
4. If, following discussions, an Authority raises concerns in relation to the content of its draft annex that cannot be resolved between the Managing Director and that Authority, such concerns shall be reported in writing to the Joint Committee and the Executive Board as part of their consideration of the Business Plan
5. An annex prepared by an Authority will be complementary to and not duplicate other

corporate plans concerning the education function of that Authority

6. An annex and statement prepared by an Authority may, once approved, constitute a service level agreement between the Consortium and the Authority

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

1. The Welsh Government, through the Minister for Education and Skills, will be responsible for approving the Business Plan
2. The Managing Director, with the managing directors of the other Welsh consortia, will meet the lead officials of Welsh Government on a half-termly basis in a spirit of co-operation to:
  - a) review progress of the Authorities' draft annexes
  - 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 such as the literacy and numeracy programme or the work of the School Lead

**SCHEDULE 6**  
**The Central Team**

The Central Team will be managed by the Managing Director and be accountable to the Joint Committee through the Managing Director

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

- a) preparation of annual self-evaluation reports on the performance of the Region in relation to the regional strategy
- b) production of the operational business plans to support the agreed priority areas for the Region during any one academic year
- c) production of quarterly 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 challenges from Welsh Government associated with the expectations of the National Model for Regional Working on which this Agreement is based
- e) engaging with key stakeholders including other consortia, WLGA, Welsh Government and research establishments.

**2. Functions to support the Executive Board**

- 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 'Support Challenge and Intervention Framework' (the internal operational framework for the Region that determines level of support etc) and appropriate resources deployed according to the information received from the Lead Officers of the three Hubs through the 'Categorisation Model' (the national tool for assessing school performance) . 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 System Leaders

**THE COMMON SEAL CARMARTHENSHIRE  
COUNTY COUNCIL** was affixed in the presence of:

**THE COMMON SEAL of CEREDIGION  
COUNTY COUNCIL** was affixed in the presence of:

**THE COMMON SEAL of THE CITY & COUNTY  
OF SWANSEA COUNCIL** was affixed in the presence of:

**THE COMMON SEAL of NEATH PORT TALBOT COUNTY  
BOROUGH COUNCIL** was affixed in the presence of:

**THE COMMON SEAL of PEMBROKESHIRE COUNTY  
COUNCIL** was affixed in the presence of:

**THE COMMON SEAL of POWYS  
COUNCIL** was affixed in the presence of: