

Pecyn Dogfennau



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DYDD MAWRTH, 16 TACHWEDD 2021

AT: HOLL AELODAU'R CABINET

YR WYF DRWY HYN YN EICH GALW I FYNYCHU RHITH-GYFARFOD
O'R **CABINET** AM **10.00 YB, DYDD LLUN, 22AIN TACHWEDD, 2021**
ER MWYN CYFLAWNI'R MATERION A AMLINELLIR AR YR AGENDA
SYDD YNGHLWM

Wendy Walters

PRIF WEITHREDWR

Swyddog Democrataidd:	Kevin Thomas
Ffôn (llinell uniongyrchol):	01267 224027
E-bost:	kjthomas@sirgar.gov.uk

Wendy Walters Prif Weithredwr, *Chief Executive*,
Neuadd y Sir, Caerfyrddin. SA31 1JP
County Hall, Carmarthen. SA31 1JP

Y CABINET

AELODAETH - 10 AELOD

Cynghorydd	Portffolio
Cynghorydd Emlyn Dole	Arweinydd Arweinyddiaeth a Strategaeth Gorfforaethol; Cadeirydd y Bwrdd Gweithredol; Cynrychioli'r Cyngor ar CLILC; Datblygu Economaidd; Yn cynrychioli'r Cyngor ar Ranbarth Dinas Bae Abertawe; Cydweithio; Marchnata a'r Cyfryngau; Penodi Aelodau o'r Bwrdd Gweithredol; Penderfynu ar bortffolios ABG; Cyswllt â'r Prif Weithredwr; Bwrdd Gwasanaethau Cyhoeddus
Cynghorydd Mair Stephens	Dirprwy Arweinydd Rheolwr Busnes y Cyngor; Adnoddau Dynol; Rheoli Perfformiad; Archwilio Cymru; Hyfforddiant; T.G.Ch; T.I.C. Cynllunio strategol
Cynghorydd Ann Davies	Cymunedau a Materion Gwledig Materion Gwledig ac Ymgysylltu â'r Gymuned; Diogelwch Cymunedol; Yr Heddlu; Deddf Gwrthderfysgaeth a Diogelwch 2015; Trechu Tlodi; Llesiant Cenedlaethau'r Dyfodol; Cyswllt y Trydydd Sector; Cydraddoldeb, Strategaeth Newid yn yr Hinsawdd.
Cynghorydd Glynog Davies	Addysg a Phlant Ysgolion; Gwasanaethau Plant; Anghenion Addysgol Arbennig; Diogelu; Cartrefi Seibiant; Gwasanaeth Gwella Ysgolion Integredig Rhanbarthol; Dysgu Oedolion yn y Gymuned; Gwasanaethau Ieuenctid; Gwasanaethau Arlwyio Ysgolion, Aelod Arweiniol dros Blant a Phobl Ifanc; Llysgennad Ieuenctid
Cynghorydd Hazel Evans	Amgylchedd Sbwriel; Clanhau Strydoedd; Gwasanaethau Priffyrdd aThrafnidiaeth; Cynnal a Chadw Tiroedd; Gwasanaethau Adeiladu; Gofalu; Clanhau Adeiladau; Cynlluniau Argyfwng; Llifogydd, Hawliau Tramwy Cyhoeddus.
Cynghorydd Linda Evans	Tai Tai - Cyhoeddus; Tai - Preifat; Heneiddio'n dda
Cynghorydd Peter Hughes Griffiths	Diwylliant, Chwaraeon a Thwristiaeth Llysgennad Cynghorau Tref a Chymuned; Datblygu'r Iaith Gymraeg; Theatrau; Chwaraeon; Canolfannau Hamdden; Amgueddfeydd; Llyfrgelloedd; Parciau Gwledig; Twristiaeth.
Cynghorydd Philip Hughes	Diogelu'r Cyhoedd Safonau Masnach; Iechyd yr Amgylchedd. Gorfodaeth Amgylcheddol; Gorfodaeth Cynllunio; Gwastraff Didrwydded; Gwasanaethau Parcio; Bio amrywiaeth
Cynghorydd David Jenkins	Adnoddau Cyllid a'r Gyllideb; Effeithlonrwydd Corfforaethol; Rheoli Eiddo / Asedau; Caffael; Budd-daliadau Tai; Refeniw; Gwasanaethau Statudol (Crwneriaid, Cofrestryddion, Etholiadol, Arglwydd Rhaglaw); Hyrwyddwr y Lluoedd Arfog; Canolfannau Cyswllt a Chanolfannau Gwasanaethau Cwsmeriaid
Cynghorydd Jane Tremlett	Gofal Cymdeithasol ac Iechyd Gwasanaethau Cymdeithasol i Oedolion; Gofal Preswyl; Gofal Cartref; Anableddau Dysgu; Iechyd Meddwl; Cyswllt / Cydweithio / Integreiddio â'r GIG; Gwasanaethau Arlwyio Cartefi Gofal, Pencampwr Gofalwyr; Llysgennad Anabledd; Pencampwr Gofal Dementia

A G E N D A

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2. DATGANIADAU O FUDDIANNAU PERSONOL
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4. CWESTIYNAU Â RHYBUDD GAN YR AELODAU
5. CWESTIYNAU A RHYBYDD GAN Y CYHOEDD
6. ADRODDIAD MONITRO CYLLIDEB REFENIW Y CYNGOR 11 - 36
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10. UNRHYW FATER ARALL Y GALL Y CADEIRYDD OHERWYDD AMGYLCHIADAU ARBENNIG BENDERFYNU EI YSTYRIED YN FATER BRYN YN UNOL AG ADRAN 100B(4)(B) O DDEDDF LLYWODRAETH LEOL, 1972.

Mae'r dudalen hon yn wag yn fwriadol

Dydd Llun, 8 Tachwedd 2021

YN BRESENNOL: Y Cyngorydd E. Dole (Cadeirydd)

Y Cynghorwyr:

G. Davies, H.A.L. Evans, L.D. Evans, P.M. Hughes, P. Hughes-Griffiths, D.M. Jenkins ac L.M. Stephens

Yr oedd y swyddogion canlynol yn gwasanaethu yn y cyfarfod:

W. Walters, Prif Weithredwr
J. Morgan, Cyfarwyddwr y Gwasanaethau Cymunedau
C. Moore, Cyfarwyddwr Gwasanaethau Corfforaethol
P.R. Thomas, Prif Weithredwr Cynorthwyol (Rheoli Pobl a Pherfformiad)
J. Jones, Rheolwr Eiddo a Phrosiectau Mawr
L.R. Jones, Pennaeth Gweinyddiaeth a'r Gyfraith
R. Mullen, Cyfarwyddwr yr Amgylchedd
G. Morgans, Cyfarwyddwr Gwasanaethau Addysg a Phlant
S. Rees, Cyfieithydd Ar Y Pryd
C. Jones, Pen-Swyddog Caffael
M. Evans Thomas, Prif Swyddog Gwasanaethau Democrataidd
L. Jenkins, Swyddog Cefnogi Bwrdd Gweithredol
K. Thomas, Swyddog Gwasanaethau Democrataidd
E. Bryer, Swyddog Gwasanaethau Democrataidd

Rhith-Gyfarfod - 10.00 yb - 10.50 yb

1. YMDDIHEURIADAU AM ABSENOLDEB

Mynegodd aelodau'r Cabinet eu cydymdeimlad diffuant â'r Cyngorydd J. Tremlett yn dilyn colli ei mab a'i gŵr. Fel arwydd o barch nododd y Cabinet munud o dawelwch er cof am Ben a George Tremlett.

Derbyniwyd ymddiheuriadau am absenoldeb gan y Cynghorwyr C.A. Davies a J. Tremlett.

2. DATGANIADAU O FUDDIANNAU PERSONOL

Y Cyngorydd	Rhif y Cofnod	Y Math o Fuddiant
L.M. Stephens	13 - Cynllun Gweithredu ynghylch Eiddo Gwag	Mae ganddi eiddo preswyl gwag.

3. LLOFNODI FEL COFNOD CYWIR COFNODION CYFARFOD Y BWRDD GWEITHREDOL A GYNHALWYD AR Y 25AIN HYDREF, 2021

PENDERFYNWYD llofnodi cofnodion cyfarfod y Cabinet a gynhaliwyd ar 25 Hydref 2021, gan eu bod yn gywir.

4. CWESTIYNAU Â RHYBUDD GAN YR AELODAU

Dywedodd y Cadeirydd nad oedd dim cwestiynau â rhybudd wedi cael eu cyflwyno gan yr Aelodau.

5. CWESTIYNAU A RHYBYDD GAN Y CYHOEDD

5.1. CWESTIWN GAN MS SUE WOODWARD I'R CYNGHORYDD GLYNOG DAVIES, AELOD CABINET - ADDYSG A PHLANT

A all y Cabinet nawr roi sicrwydd i Ysgol Mynyddgarreg o ran ein dyfodol oherwydd rwy'n siŵr y gallwch ddychmygu pa mor anodd y bu'r cyfnod hwn gyda'r ansicrwydd ychwanegol ynghylch ein dyfodol. Rydym yn bartneriaid sy'n barod i weithio gyda'r Cyngor ac Ysgol Gwenllian mewn ffederasiwn llac i ddarparu addysg Gymraeg ragorol i blant y pentref yng nghanol eu cymuned. A wnewch chi roi'r cyfle hwn inni?

Ymateb y Cyngorydd Glynog Davies, yr Aelod Cabinet dros Addysg a Phlant:-

“Yn gyntaf, Ms Woodward, hoffwn ddiolch i chi am y cwestiwn a hefyd am eich pryderon fel Cadeirydd y Llywodraethwyr ynghylch dyfodol Ysgol Mynyddgarreg. Fel mae'n digwydd roedd ein cyfarfod diwethaf hefyd ar Zoom pan gefais wahoddiad i gwrdd â chi a dirprwyaeth o'r ysgol. Rwyf am yn awr ddiolch i chi'n gyhoeddus am drefnu'r cyfarfod penodol hwnnw. Yr wyf fi, fel fy nghyd-aelodau ar y Cabinet, ac yn wir ein swyddogion yn gwbl ymwybodol o'r pwysau yr ydych yn sôn amdano, y pwysau y mae'n hysgolion wedi'i wynebu ers mis Mawrth 2020. Mae'r misoedd ers hynny wedi bod yn anodd iawn. Mae'r galwadau ar staff yr ysgol a'r holl rieni wedi bod yn aruthrol, yn anfesuradwy. Mae eich cwestiwn yn cyfeirio at y cyfnod anodd hwn. Yn wir, oherwydd yr amgylchiadau ym mhob un o'n hysgolion fel yr ydych yn gallu gwerthfawrogi, roeddem fel adran ac fel Gweinyddiaeth wedi gwneud ein gorau glas i sicrhau diogelwch – roedd hynny mor, mor bwysig i ni – diogelwch poblogaeth gyfan yr ysgol, yn ddysgwyr a staff. Mae'r cyfnod digynsail hwn yn golygu bod llawer o'n cynlluniau wedi'u gohirio. Fodd bynnag, rydych yn cyfeirio at y cyfyng-gyngor ychwanegol ym Mynyddgarreg gyda'r ansicrwydd ynghylch eich dyfodol. Nid yw'r penderfyniad ynghylch a ddylid bwrw ymlaen â'r broses statudol sy'n ystyried dyfodol hirdymor Ysgol Mynyddgarreg neu unrhyw ysgol arall yn y Sir yn un y mae'r Cabinet yn ei gymryd ar chwarae bach. Yr wyf fi, fel yr Aelod Cabinet dros Addysg, a'm cyd-aelodau yn cymryd y penderfyniad fel hyn yn ddifrifol iawn. Rydym wedi derbyn llawer o ymatebion i'r ymgynghoriadau gan gynnwys cyflwyno Achosion Busnes gydag opsiynau amgen. Diolch yn ddiffuant i bawb sydd wedi manteisio ar y cyfle i gyflwyno'r safbwyntiau hynny i ni. Mae'r ymatebion niferus a gafwyd wedi creu llawer o drafodaeth rhwng Aelodau'r Cabinet ar y cynigion presennol a hefyd y Rhaglen Moderneiddio Addysg ehangach y cyfeirir ati'n aml fel yr MEP (yn Saesneg). Gallaf eich sicrhau, Ms Woodward y bu llawer o drafodaethau dwys a chyn diwedd y flwyddyn galendr hon, rhagwelir y cawn gyfle i drafod y mater hwn ymhellach a phenderfynu a fydd y cynigion presennol yn symud ymlaen i'r cam nesaf. A allaf ychwanegu, Ms Woodward, ei bod yn galonogol darllen eich bod yn bartneriaid parod i weithio gyda'r Cyngor ac Ysgol Gwenllian. Diolch yn fawr iawn i chi am eich cwestiwn.”

6. POLISI CYFLOGAETH FOESEGOL MEWN CADWYNI CYFLENWI A CHAETHWASIAETH FODERN, DATGANIAD CYFLOGAETH FOESEGOL MEWN CADWYNI CYFLENWI

Bu'r Cabinet yn ystyried y Polisi Cyflogaeth Foesegol mewn Cadwyni Cyflenwi a Datganiad Caethwasiaeth Fodern, Cyflogaeth Foesegol mewn Cadwyni Cyflenwi.

Cysylltodd Llywodraeth Cymru â phob Awdurdod Lleol ledled Cymru ar 9 Chwefror 2018, yn gofyn i'r Cyngor fabwysiadu'r Côt Ymarfer – Cyflogaeth Foesegol mewn Cadwyni Cyflenwi. Ym mis Mehefin 2018 ymrwymodd Cyngor Sir Caerfyrddin yn ffurfiol i ymuno â'r Côt a lluniwyd cynllun gweithredu gan yr Uned Caffael Corfforaethol a chydweithwyr ym maes Polisi ac Adnoddau Dynol i fwrw ymlaen â hyn. Fel rhan o'r ymrwymiad, roedd yn ofynnol i'r Awdurdod lunio polisi ysgrifenedig ar gyflogaeth foesegol o fewn yr Awdurdod a'i gadwyni cyflenwi.

Nodwyd bod Bil Partneriaeth Gymdeithasol a Chaffael Cyhoeddus (Cymru) yn destun ymgynghoriad a ddaeth i ben ar 23 Ebrill 2021. Roedd y Bil arfaethedig hwn yn ceisio sicrhau bod Gwaith Teg yn cael ei gyflawni drwy Gaffael a gosod dyletswyddau ar awdurdodau contractio i archwilio opsiynau ar gyfer cyflawni gwaith teg. Y cynnig oedd edrych ar gynnwys cwestiynau ynghylch arferion gwaith teg a chyflog byw, gan gynnwys diwydrwydd dyladwy ar gadwyni cyflenwi tramor, llais a chynrychiolaeth y gweithwyr – cydnabyddiaeth gan undebau, mynediad i weithwyr, bargeinio ar y cyd; Diogelwch a hyblygrwydd; Cyfleoedd i gael mynediad at dwf a dilyniant; Amgylchedd gwaith diogel, iach a chynhwysol; Cefnogaeth i hawliau cyfreithiol a'u bod yn cael effaith sylweddol a chydaddoldeb ac amrywiaeth. Roedd y Bil hwn yn rhoi dyletswyddau ar awdurdodau contractio ar y cylch caffael yn ei gyfanrwydd, nid dim ond y camau "hysbyseb i ddyfarnu".

PENDERFYNWYD YN UNFRYDOL GYMERADWYO:

- 6.1 y Polisi Cyflogaeth Foesegol mewn Cadwyni Cyflenwi;**
- 6.2. Datganiad Caethwasiaeth Fodern, Cyflogaeth Foesegol mewn Cadwyni Cyflenwi blynyddol y Cyngor**

7. POLISI BRECHU

Bu'r Cabinet yn ystyried polisi brechu newydd yr Awdurdod ar gyfer ei staff.

Roedd rôl Cyngor Sir Caerfyrddin o ran helpu i gyflwyno'r rhaglen frechu wedi'i goruchwylio gan Grŵp Tactegol Brechu, a chafodd y Grŵp hwn y dasg o ddatblygu Polisi brechu ar gyfer yr Awdurdod a oedd yn nodi'n glir ymagwedd yr Awdurdod at frechu a'r materion ategol o ran y gweithlu a oedd yn gysylltiedig.

Datblygwyd y polisi i adlewyrchu'r newidiadau yn y canllawiau a'r rheoliadau a ddaeth gan Lywodraeth Cymru. Trefnwyd y Polisi yn wreiddiol i'w drafod yn gynharach yn y flwyddyn ond cafodd ei ddal yn ôl wrth aros am gyngor / canllawiau cenedlaethol yn ymwneud â brechu gorfodol. Hyd yma ni wnaed penderfyniad ar y mater hwn, ac felly roedd y polisi'n annog yr holl staff yn gryf i fanteisio ar y cynnig. Byddai'r polisi'n cael ei adolygu pan fyddai canllawiau newydd yn dod i law.

Trafodwyd a chytunwyd i ymestyn y polisi am 6 mis.

PENDERFYNWYD YN UNFRYDOL fod yr adroddiad yn cael ei dderbyn a'i gyfeirio at y Cyngor i gael ei gymeradwyo.

8. DEFNYDDIO DIWRNODAU PRESENNOL PARCIO AM DDIM AR GYFER MIS RHAGFYR 2021

Bu'r Cabinet yn ystyried adroddiad ynghylch ymestyn parcio am ddim ym mis Rhagfyr yn ystod 2021 yn unig.

Roedd pandemig COVID wedi amharu ar ganol ein trefi wrth orfod gwneud addasiadau i fywyd bob dydd i gadw pobl yn ddiogel. Er bod y canol trefi'n dechrau adfer, roedd yr amhariad a fu ers mis Mawrth 2020 wedi parhau i gyfyngu ar y cyfleoedd i ganol trefi ddefnyddio llawer o'r diwrnodau parcio am ddim y mae'r Cyngor yn eu darparu i gefnogi digwyddiadau yng nghanol trefi ledled y Sir.

Roedd polisi cyfredol y Cyngor yn cynnig pum diwrnod parcio am ddim bob blwyddyn i gefnogi canol trefi. Ar hyn o bryd, nid yw'r polisi'n cynnwys cyfnod masnachu mis Rhagfyr. Roedd rhai canol trefi wedi cysylltu â'r Cyngor i ofyn am gael cynnwys mis Rhagfyr yn y cynnig eleni oherwydd yr amgylchiadau eithriadol a achoswyd gan bandemig COVID19. Roedd y Cyngor wedi cefnogi canol trefi gyda pharcio am ddim o fis Mawrth i fis Medi eleni a pharhad y cynlluniau peilot i barcio am ddim sydd ar waith ym mhob tref. Byddai'r cais diweddaraf yn helpu i ddarparu cymorth pellach ar yr adeg anodd hon.

PENDERFYNWYD YN UNFRYDOL i gymeradwyo ymestyn parcio am ddim ym mis Rhagfyr yn ystod 2021 yn unig.

9. LLYTHYR BLYNYDDOL YR OMBWDSMON 2020/21 CYNGOR SIR CAERFYRDDIN

Bu'r Cabinet yn ystyried Llythyr Blynnyddol yr Ombwdsmon 2020/2021 ynghyd â'r daflen ffeithiau a'r data cysylltiedig.

Bob blwyddyn mae Ombwdsmon Gwasanaethau Cyhoeddus Cymru yn rhoi llythyr i bob awdurdod lleol yng Nghymru ar ffurf taflen ffeithiau ynghyd â'r data cysylltiedig. Mae'n cael ei ddarparu i gynorthwyo o ran adolygu perfformiad.

PENDERFYNWYD YN UNFRYDOL dderbyn Llythyr Blynnyddol Ombwdsmon Gwasanaethau Cyhoeddus Cymru 2020-21 (y llythyr).

10. PANELAU YMGYNGHOROL Y CABINET - AELODAETH

Bu'r Cabinet yn ystyried adroddiad a oedd yn manylu ar y newidiadau i aelodaeth Panelau Ymgynghorol y Cabinet.

Cytunodd y Bwrdd Gweithredol yn ei gyfarfod a gynhaliwyd ar 26 Mehefin 2017 (y cyfeirir ato yng Nghofnod 11) ar ei Banelau Ymgynghorol ar gyfer cyfnod y Cyngor presennol. O ganlyniad i newidiadau yn y cydbwysedd gwleidyddol, roedd y ffigurau mewn perthynas â rhai Panelau wedi newid, yn dilyn trafodaeth â'r Grwpiau Gwleidyddol, roedd gwelliannau o ran yr aelodaeth wedi'u cyflwyno i'w hystyried.

Nodwyd bod oedi wedi bod o ran cyflwyno'r newidiadau hyn oherwydd y rhoddwyd blaenoriaeth i faterion Covid19.

PENDERFYNWYD YN UNFRYDOL gymeradwyo'r newidiadau o ran aelodaeth y Panelau Ymgynghorol fel y nodwyd yn yr adroddiad.

- 11. UNRHYW FATER ARALL Y GALL Y CADEIRYDD OHERWYDD AMGYLCHIADAU ARBENNIG BENDERFYNU EI YSTYRIED YN FATER BRYN YN UNOL AG ADRAN 100B(4)(B) O DDEDDF LLYWODRAETH LEOL, 1972.**

Dywedodd y Cadeirydd nad oedd unrhyw eitemau eraill o fater brys.

- 12. GORCHYMYN I'R CYHOEDD ADAEL Y CYFARFOD**

PENDERFYNWYD YN UNFRYDOL, yn unol â Deddf Llywodraeth Leol 1972, fel y'i newidiwyd gan Orchymyn Llywodraeth Leol (Mynediad at Wybodaeth) (Amrywio) (Cymru) 2007, orchymyn i'r cyhoedd adael y cyfarfod tra oedd yr eitemau canlynol yn cael eu hystyried, gan fod yr adroddiadau'n cynnwys gwybodaeth eithriedig fel y'i diffiniwyd ym mharagraff 14 o Ran 4 o Atodlen 12A i'r Ddeddf.

- 13. CYFLEOEDD CYLLIDO AR GYFER EIDDO GWAG**

[SYLWER: Roedd y Cynghorydd L.M. Stephens wedi datgan buddiant yn yr eitem hon yn gynharach; a gadawodd y cyfarfod tra oedd yr eitem yn cael ei hystyried].

Yn sgil cynnal prawf budd y cyhoedd PENDERFYNWYD, yn unol â'r Ddeddf y cyfeiriwyd ati yng nghofnod 12 uchod, beidio â chyhoeddi cynnwys yr adroddiad am ei fod yn cynnwys gwybodaeth eithriedig ynghylch materion ariannol neu faterion busnes unrhyw unigolyn penodol (gan gynnwys yr Awdurdod oedd yn meddu ar y wybodaeth honno) (Paragraff 14 o Ran 4 o Atodlen 12A i'r Ddeddf). Roedd y prawf budd y cyhoedd mewn perthynas â'r adroddiad hwn yn drech na budd y cyhoedd wrth ddatgelu'r wybodaeth er mwyn cynnal cyfrinachedd a heb fod yn niweidiol o ran cwblhau'r trafodyn a buddiannau busnes y prydlesai arfaethedig.

Bu'r Cabinet yn ystyried y Cynllun Gweithredu ynghylch Eiddo Gwag.

PENDERFYNWYD YN UNFRYDOL gymeradwyo'r Cynllun Gweithredu ynghylch Eiddo Gwag.

CADEIRYDD

DYDDIAD

Mae'r dudalen hon yn wag yn fwriadol

Y CABINET 22^{ain} TACHWEDD 2021

ADRODDIAD MONITRO CYLLIDEB REFENIW Y CYNGOR

Yr Argymhellion / Penderfyniadau Allweddol Sydd Eu Hangen:

Sicrhau bod y Cabinet yn derbyn yr adroddiad Monitro Cyllideb ac yn ystyried y sefyllfa cyllidebol a'r camau cywirol priodol.

O ran adrannau yn rhagweld gorwariant sylweddol, dylai'r Prif Swyddogion a Phenaethiaid y Gwasanaethau barhau i adolygu eu sefyllfaoedd cyllidebol yn feirniadol a pharhau i roi ar waith bob gweithrediad priodol angenrheidiol, er mwyn cadw o fewn yr adnoddau a ddosbarthwyd, tra'n cydnabod y pwysau mae COVID19 wedi'i roi ar gyllideb yr Awdurdod yn ei gyfanrwydd.

Y Rhesymau:

I ddarparu'r newyddion i'r Cabinet ynglyn a sefyllfa diweddaraf cyllideb 2020/21, ar 31^{ain} Awst 2021.

Ymgynghorwyd â'r pwyllgor craffu perthnasol: AMHERTHNASOL

Angen i'r Cabinet wneud penderfyniad OES
Angen i'r Cyngor wneud penderfyniad NAC OES

YR AELOD O'R CABINET SY'N GYFRIFOL AM Y PORTFFOLIO:-

Cyng. David Jenkins

Y Gyfarwyddiaeth:
Gwasanaethau Corfforaethol

Enw Cyfarwyddwr y
Gwasanaeth:
Chris Moore

Awdur yr Adroddiad:
Randal Hemingway

Swyddi:

Cyfarwyddwr y Gwasanaethau
Corfforaethol

Pennaeth y Gwasanaethau
Ariannol

Rhif ffôn: 01267 224886
Cyfeiriadau E-bost:

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RHemingway@sirgar.gov.uk

EXECUTIVE SUMMARY

Cabinet

22ND November 2021

The revenue budget monitoring reports as at 31st August 2021 are attached and indicate that:

COUNCIL FUND REVENUE ACCOUNT (Appendix A)

Overall, the monitoring report forecasts an underspend for the year at departmental level of £869k. with a forecast underspend on the Authority's net revenue budget of £399k.

At a high level this is due to a combination of:

- additional COVID19 related costs and lost income being largely refunded under the Welsh Government hardship scheme
- some services still paused or impacted by lockdown measures and social distancing during Q1
- Proposed utilisation of some capital financing underspends, due to some significant pressure points on in-year capital project budgets, which will be considered as part of a separate report.

The full year forecast reflects the impact which includes known financial positions up to the point of writing. As such the forecast continues to remain sensitive to any future worsening of the pandemic, in particular if any reintroduction public restrictions being required. In respect of April-June budgets, additional expenditure and income loss totalling approximately £6 million has been claimed under the Welsh Government hardship scheme.

Members should note the risk on Council Tax collection rates and increased applications under the Council Tax Reduction Scheme, this will continue to be monitored closely, particularly as the furlough scheme has now ended.

Chief Executive's Department

The Chief Executive Department is anticipating an underspend of £342k for the year. This is made up of overspends due to a reduction in anticipated income from Commercial property, livestock markets and provision markets, offset by a net underspend on Industrial Premises, underspends on Member pay and travelling, staffing savings from vacant posts across the department along with savings on utilities costs associated with our administrative buildings.

Operational budgets

The Chief Executive's section has an underspend of £163k, primarily due to vacant posts and an underspend on supplies and services.

There is a £24k net overspend in the People Management section. This consists of £22k in relation to a reduction in supplies and services costs, along with a £39k underspend due to fewer DBS checks being undertaken than budgeted for. These are offset by a £36k overspend in Employee Wellbeing, due to a shortfall in external SLA income. There is also a £40k overspend on various salary related costs along with other small overspends

The ICT & Corporate Policy section are reporting a £91k underspend largely due to part year vacant posts within the division, pending a team review which is due to be completed imminently.

Admin and Law are showing an underspend of £261k. Members pay and travelling are underspent by £92k, and there is an additional £30k of income for work undertaken on behalf of the HRA. There is also additional income from external work of £36k along with a £103k saving on staff vacancies and supplies and services.

The Marketing and Media section have a £71k net underspend, made up of an overspend of £199k within Marketing and Media on salary costs, pending a staffing review within the whole division (2019/20 saving proposal), and also a loss of income streams from external partners such as ERW. This is offset by an underspend on staffing costs in the Customer Services Centres, Translation Unit and Yr Hwb. These will all form part of the divisional staffing review.

Statutory Services are reporting an underspend of £31k. This is made up of a saving on a vacant post of £33k pending a divisional realignment, along with £35k underspend on Registrars due to income generated above the budgeted figure. This is offset by an anticipated overspend on coroners, due to the additional costs associated with a jury inquest.

The Regeneration division is expecting a £251k overspend for the year. This is made up of an overspend of £431k due to a loss of income on Livestock markets, provision markets, farms and Commercial Properties, largely due to an overall reduction in occupancy levels, along with a rent free period at Carmarthen Mart.

This is offset by savings in utilities costs due to staff working from home of £84k, along with additional high levels of income due to continued high occupancy rates within industrial units, despite the pandemic of £81k. There is also an additional saving of £12k on staffing costs due to a vacant post along with other smaller savings.

Department for Communities

The Department for Communities is £476k overspent for the year. There are significant variances in social care services though these are largely offset by reduced costs where service provision is reduced due to COVID19 restrictions, or additional funding. Social care

teams have prioritised the safe delivery of key services, meaning that the department has been unable to progress some of the planned savings proposals.

Older People's budgets have an underspend of £1,002k. There are significant underspends in both commissioned and local authority Residential Beds due to reduced associated costs as a result of fewer occupied beds, as well as reduced provision of day services due to COVID19 restrictions.

Physical Disabilities services are underspent by £102k. The budget variances across the range of services are due to alternative care provision in response to residential respite and community services restrictions.

In Learning Disability services, there is an overspend of £1,353k. Budgetary pressure remains on Residential and Group Homes / Supported Living as the savings target are difficult to deliver due to COVID19 restrictions.

The overspend in Mental Health of £334k is due to increased demand with the main budget pressure in Residential Beds and Group Homes / Supported Living.

Support Services are underspent by £100k largely due to additional income as result of transport support provided to health services.

Leisure & Culture Services is forecasting a nil variance. There is still likely to be a material reduction in income across a number of Services due to the ongoing restrictions, however the Welsh Government have confirmed that the recovery of lost income can now be claimed until the 31st March 2022.

Council Funded Housing and Public Protection Services are underspent by £7k.

Corporate Services

The Corporate Services Department is anticipating a £650k underspend for the year.

Rent Allowances are anticipating an underspend of £294k, largely due to efficient recovery of overpayments. There is a £335k underspend on pre LGR pension costs along with a £133k underspend on Rates Relief due to low take up of the scheme.

There are also underspends on salaries due to vacancies across the department, and staff not yet at the top of their scale, along with a reduction in bank charges. There is also £27k of net additional income from services provided to external organisations.

These underspends are offset by an expected overspend of £572k on Council Tax Reduction Scheme due to increased demand. This is a demand led budget, for which WG funding has not increased for many years despite WG increased expectations in terms of council's tax raising abilities. We received a contribution from WG in 2020/21 to cover this shortfall, but we are yet to receive confirmation whether the same will apply this year.

Department for Education and Children

The Department for Education and Children is currently forecasting an overspend of £5k for the year.

A full review of budget allocation across the department is being undertaken to highlight both the immediate and longer term pressures. Where appropriate, budgets are being realigned.

£400k remains to be allocated across a number of services facing increasing demand – special education needs £90k, commissioning & social work including legal costs £150k, fostering services £60k are the most significant with a number of vacant posts being identified for recruitment across the department.

£390k budget relating to deferred efficiencies will be applied to in year pressures such as school meals £93k, alternative education provision £62k, direct payments £61k.

Schools Delegated Budgets

Schools working budgets are forecasting to utilise £5.6m of their reserves in the current year. A significant proportion of this is committed for recovery and catch up as one-off additional expenditure, funded by grant received last year. Council officers are in the process of reviewing budget submissions however, there remain some schools which continue to experience difficulties in setting a balanced budget.

Environment

The Environment department is reporting a projected underspend of £358k for the financial year, largely due to increased income forecast from internal recharges reflecting the work projected to the end of the financial year by property division.

The Waste and Environmental Services division is projecting a £36k underspend, mainly due to the £43k surplus on Green Waste collections due to increased customer base, a £30k underspend in Flood Defence and Land Drainage as a result of 2 vacant posts during the first quarter and savings within other areas including Public Conveniences and Grounds Maintenance. These savings are offset by an underachievement of income against budget on the Sustainable Drainage Approval service which has resulted in a £63k overspend.

Highways and Transportation are projecting a £114k overspend for the year. This is made up of a net loss of income of £165k in parking services due to the volume of ticket sales projected not matching budgeted levels, together with a £16k pressure on Nantyci Park & Ride due to a decrease in demand for the service. These pressures are offset by a £30k salary saving due to a vacant post and a reduction in an employee's contracted working hours within the Road Safety team and savings within other areas including traffic management.

The Planning Division is showing a forecasted £127k underspend, largely due to vacant posts within the team during the year, which includes a vacant Head of Planning post and savings on consultants' fees due to a covid-related delay in the LDP process. These savings are offset by an estimated shortfall in anticipated income.

The Property Division is reporting a £304k underspend, mainly due to increased income from Property Maintenance and Property Design reflecting additional work anticipated during the year including significant unexpected projects.

The Business Support division is projecting a £4k underspend during the year.

HOUSING REVENUE ACCOUNT (Appendix B)

The HRA is predicting to be underspent by £1,159k for 2021/22. Repairs and Maintenance is forecast to be underspent by £693k. Budget Managers are predicting underspends on Minor Works £1,471k due to capacity and procurement issues and an overspend on Voids/Responsive/Other +£778k mainly due to costs associated with catch up on repairs delayed by COVID19.

Supervision & Management and Support is projecting an underspend of £317k mainly due to staff vacancies £286k, transport costs £44k due to reduced visits, offset by premises/supplies/other +£13k.

Capital financing charges will be £155k less than budgeted due to reduced borrowing in 2020/21 reducing the MRP requirement.

Income (inclusive of rents) will be under target by approximately +£6k. This is made up predominantly of less than budgeted rental/service charge income of +£44k and small variation in interest receivable +£15k. We will receive more grant than anticipated of £53k primarily from Welsh Government.

Lists of the main variances are attached to this report.

DETAILED REPORT ATTACHED?

YES

IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: Chris Moore

Director of Corporate Services

Policy, Crime & Disorder and Equalities NONE	Legal NONE	Finance YES	ICT NONE	Risk Management Issues NONE	Staffing Implications NONE	Physical Assets NONE
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3. Finance

Council Fund

Overall, the Authority is forecasting an underspend of £399k at this point in time. The final out-turn position will be influenced by COVID19 related expenditure, income loss and respective claims from WG through the remainder of the financial year.

HRA

The HRA is predicting to be underspent by £1,159k for 2021/22.

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: Chris Moore

Director of Corporate Services

1. Scrutiny Committee – Not applicable
2. Local Member(s) – Not applicable
3. Community / Town Council – Not applicable
4. Relevant Partners – Not applicable
5. Staff Side Representatives and other Organisations – Not applicable

CABINET MEMBER PORTFOLIO HOLDER(S) AWARE/CONSULTED
NO

Include any observations here

Section 100D Local Government Act, 1972 – Access to Information

List of Background Papers used in the preparation of this report:

THESE ARE DETAILED BELOW

Title of Document	File Ref No.	Locations that the papers are available for public inspection
2021/22 Budget		Corporate Services Department, County Hall, Carmarthen

Mae'r dudalen hon yn wag yn fwriadol

REPORT OF THE DIRECTOR OF CORPORATE SERVICES

CABINET 22nd NOVEMBER 2021

COUNCIL'S BUDGET MONITORING REPORT 2021/22

Director and Designation	Author & Designation	Telephone No	Directorate
C Moore, Director of Corporate Services	R Hemingway, Head of Financial Services	01267 224886	Corporate Services

Table 1

Forecasted for year to 31st March 2022

Department	Working Budget				Forecasted				Aug 2021	June 2021
	Controllable Expenditure	Controllable Income	Net Non Controllable	Total Net	Controllable Expenditure	Controllable Income	Net Non Controllable	Total Net	Forecasted Variance for Year	Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
Chief Executive	31,841	-12,748	-2,578	16,515	34,271	-15,521	-2,578	16,172	-342	-219
Communities	159,384	-64,865	13,586	108,104	162,704	-67,709	13,586	108,580	476	769
Corporate Services	77,079	-45,838	-1,686	29,556	76,271	-45,679	-1,686	28,906	-650	-590
Education & Children (incl. Schools)	189,326	-33,026	23,360	179,660	208,421	-52,115	23,360	179,666	5	-5
Environment	129,760	-80,964	12,819	61,616	140,886	-92,447	12,819	61,258	-358	-241
Departmental Expenditure	587,390	-237,440	45,501	395,452	622,552	-273,471	45,500	394,582	-869	-285
Capital Charges/Interest/Corporate				-20,155				-20,355	-200	-750
Levies and Contributions:										
Brecon Beacons National Park				152				152	0	0
Mid & West Wales Fire & Rescue Authority				10,737				10,737	0	0
Net Expenditure				386,185				385,116	-1,069	-1,035
Transfers to/from Departmental Reserves										
- Chief Executive				0				171	171	109
- Corporate Services				0				325	325	295
- Education & Children (incl Schools)				0				-5	-5	2
- Environment				0				179	179	120
Net Budget				386,185				385,786	-399	-508

Chief Executive Department
Budget Monitoring - as at 31st August 2021

CABINET 22nd NOVEMBER 2021

Division	Working Budget				Forecasted				Aug 2021 Forecasted Variance for Year £'000	June 2021 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
Chief Executive	885	0	-845	40	724	-1	-845	-122	-163	-131
People Management	4,499	-1,558	-2,619	322	5,442	-2,477	-2,619	346	24	11
ICT & Corporate Policy	5,999	-940	-4,780	279	6,008	-1,040	-4,780	187	-91	-71
Admin and Law	4,495	-846	703	4,351	4,369	-982	703	4,090	-261	-252
Marketing & Media	2,708	-696	-1,430	581	2,537	-596	-1,430	510	-71	-54
Statutory Services	1,286	-310	281	1,258	1,903	-957	281	1,227	-31	8
Regeneration	11,969	-8,398	6,112	9,683	13,289	-9,466	6,112	9,934	251	271
GRAND TOTAL	31,841	-12,748	-2,578	16,515	34,271	-15,521	-2,578	16,172	-342	-219

Chief Executive Department - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Chief Executive							
Chief Executive-Chief Officer	237	0	210	0	-27	Savings on supplies & services	-20
Chief Executive Business Support Unit	649	0	514	-1	-136	3 vacant posts not anticipating filling 2 this year & a staff member on maternity leave, £27k savings on supplies & services	-111
People Management							
TIC Team	233	-60	246	-60	13	1 x employee regraded with no funding	14
Business & Projects Support	262	0	240	0	-22	Savings on supplies and services	-31
Employee Well-being	775	-350	767	-306	36	Shortfall on budgeted external SLA income. Referrals have reduced from pre COVID19 levels.	46
Organisational Development	522	-39	506	-10	13	Underspend on supplies & services offset by training efficiency target not currently being met.	2
Employee Services – HR/Payroll Support	134	0	160	0	27	£18k graduate not funded, 2 x employees regraded with no funding £9k	26
DBS Checks	124	0	87	-2	-39	Review of DBS checks process & budget to be undertaken	-39
Other variances					-4		-7
ICT & Corporate Policy							
Welsh Language	148	-11	125	-11	-23	Vacant post will be filled once pending team review is completed. Delayed due to COVID19 but due to be completed imminently.	-19
Chief Executive-Policy	854	-31	790	-31	-64	3 Vacant posts will be filled once pending team review is completed. Delayed due to COVID19 but due to be completed imminently.	-52
Other variances					-4		-0
Admin and Law							
Democratic Services	1,886	-273	1,809	-318	-122	Underspend on Members pay £59k & travelling costs £33k, along with an additional £30k of income for work undertaken for the HRA	-120
Democratic Services - Support	506	0	475	-36	-67	ERW (£7k) & PCC (£8k); Posts vacant for part of year, due to be filled from October, savings on supplies & services.	-46
Land Charges	136	-305	91	-294	-33	Savings on supplies & services	-52
Legal Services	1,898	-267	1,870	-260	-21	2 vacant posts during the year. Expected to be filled imminently.	-17
Central Mailing	45	0	28	-2	-19	Saving on franking machine leasing costs.	-18

Chief Executive Department - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Marketing & Media							
Marketing and Media	330	-167	471	-109	199	Overspend on salaries pending divisional realignment. Loss of income streams from external partners (e.g. ERW £80k). Looking at alternative potential partnership arrangements	107
Translation	566	-52	476	-52	-91	Vacant post pending divisional realignment & number of staff members working reduced hours, savings on supplies & services	-44
Customer Services Centres	1,141	-353	1,018	-348	-119	A number of vacant posts in the team, due to fill from November.	-71
Yr Hwb, Rhydaman a Llanelli	191	-94	89	-53	-61	3 vacant posts pending divisional realignment offset partly by less income due to decreased demand for desk rental space	-46
Statutory Services							
Registrars	441	-307	507	-407	-35	Additional income being generated compared to budget. Includes reimbursement for lost income due to COVID19 for quarter 1 2020/21	-9
Coroners	372	0	408	0	36	Additional costs associated with jury inquest case.	37
Electoral Services - Staff	294	0	260	0	-33	Vacant post pending divisional realignment.	-22
Other variances					1		2
Regeneration & Property							
Property	1,273	-88	1,176	-4	-12	Vacant post due to be filled imminently, this partially offsets a shortfall in external income generated.	-20
Commercial Properties	33	-594	66	-476	152	General loss of income due to properties becoming vacant & no immediate prospect of re-letting	150
Provision Markets	596	-660	552	-487	128	General downturn in demand for stalls & consequent reduction in achievable rents. Partially offset by COVID19 income claim from WG for losses specifically attributable to COVID19 for quarter 1 2021/22.	166
Administrative Buildings	2,926	-777	2,753	-688	-84	Additional essential maintenance planned during the year. Offset by savings on utilities, as staff continue to work from home	-86
Industrial Premises	485	-1,482	405	-1,483	-81	Occupancy levels are still high despite the pandemic.	-92
County Farms	76	-342	76	-329	14	Shortfall on rent due to market conditions.	16
Livestock Markets	61	-213	23	-38	137	No rental income for 24 months for Nant Y Ci as per the terms of the new agreement	139
Other variances					-2		-3
Grand Total					-342		-219

Department for Communities
Budget Monitoring - as at 31st August 2021

CABINET 22nd NOVEMBER 2021

Division	Working Budget				Forecasted				Aug 2021 Forecasted Variance for Year £'000	June 2021 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
Adult Services										
Older People	63,848	-22,686	3,193	44,354	63,359	-23,199	3,193	43,353	-1,002	-1,218
Physical Disabilities	8,056	-1,875	276	6,456	8,656	-2,578	276	6,354	-102	33
Learning Disabilities	40,527	-11,098	1,282	30,710	41,556	-10,775	1,282	32,063	1,353	1,482
Mental Health	10,405	-4,107	228	6,526	10,737	-4,104	228	6,860	334	401
Support	7,796	-6,623	1,133	2,306	7,827	-6,753	1,133	2,206	-100	-207
Homes & Safer Communities										
Public Protection	3,349	-1,248	532	2,633	3,661	-1,574	532	2,619	-14	7
Council Fund Housing	9,199	-7,996	1,021	2,224	10,868	-9,659	1,021	2,230	6	-2
Leisure & Recreation										
Leisure & Recreation	16,203	-9,230	5,922	12,895	16,040	-9,067	5,922	12,895	-0	273
GRAND TOTAL	159,384	-64,865	13,586	108,104	162,704	-67,709	13,586	108,580	476	769

Department for Communities - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Adult Services							
Older People							
Older People - LA Homes	8,237	-3,891	8,105	-4,184	-425	Reduced costs associated with fewer beds occupied plus additional income from Hardship Fund	-536
Older People - Private/ Vol Homes	26,705	-13,479	26,289	-13,479	-417	Reduced costs associated with fewer beds occupied plus additional income from Hardship Fund	-424
Older People - Extra Care	788	0	861	0	73	Cwm Aur contract - savings proposals in previous years only partially delivered	72
Older People - Day Services	873	-82	718	-0	-74	Reduced provision of day services due to COVID19 restrictions	0
Older People - Private Day Services	276	0	75	0	-201	Reduced provision of day services due to COVID19 restrictions	-200
Older People - Other variances					42		-130
Physical Disabilities							
Phys Dis - Private/Vol Homes	1,693	-306	1,346	-306	-346	Demand led - Reduced use of residential respite care due to COVID19	-345
Phys Dis - Group Homes/Supported Living	1,120	-170	1,212	-170	91	Rightsizing in Supported Living ongoing but delayed due to COVID19. Accommodation and Efficiency project plans for strategic longer term future accommodation options as well as current client group has experienced delays due to COVID19.	131
Phys Dis - Community Support	204	0	115	0	-90	Reduction in provision of community based services due to COVID19 restrictions	-71
Phys Dis - Direct Payments	2,809	-589	3,100	-589	291	Demand for Direct Payments increasing as a consequence of fewer alternatives during COVID19 restrictions e.g. community support and respite	317
Phys Dis - Other variances					-48		1
Learning Disabilities							
Learn Dis - Private/Vol Homes	10,767	-4,373	11,599	-4,373	832	Pressure remains on this budget as alternative provision is unavailable due to COVID19 restrictions. Timelines for achieving savings have slipped as many of the initiatives require face to face contact with service users and providers.	869
Learn Dis - Direct Payments	3,916	-558	4,798	-558	882	Direct Payments increasing due to demand	872
Learn Dis - Group Homes/Supported Living	11,171	-2,254	11,532	-2,254	361	Rightsizing in Supported Living ongoing but delayed due to COVID19. Accommodation and Efficiency project plans for strategic longer term future accommodation options as well as current client group has experienced delays due to COVID19.	376
Learn Dis - Day Services	2,515	-405	2,272	-292	-129	Loss of income received, staff vacancies and client taxis not used. Reduced premises and running costs as building based provision is reduced due to social distancing regulations and alternatives provided.	-134

Department for Communities - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Learn Dis - Private Day Services	1,351	-82	881	-82	-470	Day Services significantly reduced. Where care has been reassessed and alternative has been provided, the additional cost is shown as an overspend in that budget.	-479
Learn Dis - Other variances					-124		-22
Mental Health							
M Health - Private/Vol Homes	6,203	-3,294	6,337	-3,294	135	Pressure remains on this budget as alternative provision is unavailable due to COVID19 restrictions. Timelines for achieving savings have slipped as many of the initiatives require face to face contact with service users and providers.	198
M Health - Group Homes/Supported Living	1,265	-410	1,501	-410	236	Rightsizing in Supported Living ongoing but delayed due to COVID19. Accommodation and Efficiency project plans for strategic longer term future accommodation options as well as current client group has experienced delays due to COVID19.	242
M Health - Direct Payments	148	-44	260	-44	113	Direct Payments increasing due to demand	118
M Health - Community Support	952	-76	838	-76	-114	No payment to Hafal Dom care grant scheme	-99
M Health - Other variances					-36		-57
Support							
Holding Acc-Transport	1,462	-1,735	1,459	-1,876	-145	Provision of additional services to support Hywel Dda	-143
Other Variances - Support					45		-64
Homes & Safer Communities							
Public Protection							
Animal Safety	162	0	142	0	-20	Vacant Posts.	-20
Food Safety & Communicable Diseases	506	-38	527	-40	20	Overspend on Agency costs.	23
Other Variances					-14		3
Council Fund Housing							
Non HRA Re-Housing (Inc Chr)	168	0	162	0	-6	Part year Vacancy.	-10
Home Improvement (Non HRA)	726	-303	681	-251	6	Underachievement of income	6
Other Variances					6		3

Department for Communities - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Leisure & Recreation							
Pembrey Beach Kiosk	0	-42	0	-81	-40	Higher level of income achieved than budgeted	-20
St Clears Leisure Centre	151	-43	247	-42	96	Estimated cost of planned maintenance	19
Llandovery Swimming Pool	345	-239	301	-228	-33	In year staff vacancies	5
Actif Facilities	295	0	289	-22	-27	Capital recharge not budgeted £22k plus smaller expenditure underspends	-7
Actif health, fitness and dryside	199	-125	181	-145	-37	Grant award not budgeted £20k, in year vacancy £10k plus numerous smaller underspends	-0
PEN RHOS 3G PITCH	16	-36	6	-42	-16	Higher level of income achieved than budgeted	-6
Pembrey Country Park Restaurant	422	-326	440	-328	16	small overspends forecast in a number of Supplies & Services areas	31
Carmarthen Museum, Abergwili.	182	-19	197	-5	29	Car park development costs not budgeted	33
Museum of speed, Pendine	86	-26	81	0	21	Museum Development consultancy fees not budgeted	25
Museums General	150	0	219	-18	50	Unable to fully achieve vacancy factor	38
Archives General	141	-3	169	-3	28	Part year effect of new Archive Assistant not budgeted	25
Arts General	16	0	0	0	-16	Vacant post being held pending restructure	-16
St Clears Craft Centre	107	-38	75	-34	-28	In year vacancies	-13
Laugharne Boathouse	151	-114	133	-107	-11	Forecast underspend on Materials for Resale due to COVID restrictions	14
Entertainment Centres General	468	-62	403	-48	-50	In year staff vacancies	-7
Other Variance - Leisure & Recreation					17		150
Grand Total					476		769

Corporate Services Department
Budget Monitoring - as at 31st August 2021

CABINET 22nd NOVEMBER 2021

Division	Working Budget				Forecasted				Aug 2021 Forecasted Variance for Year £'000	June 2021 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
Financial Services	13,576	-2,592	-856	10,128	13,089	-2,622	-856	9,611	-517	-551
Revenues & Financial Compliance	63,504	-43,246	-830	19,428	63,182	-43,058	-830	19,295	-133	-39
GRAND TOTAL	77,079	-45,838	-1,686	29,556	76,271	-45,679	-1,686	28,906	-650	-590

Corporate Services Department - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Financial Services							
Corporate Services Management Team	489	-129	532	-183	-12	Small savings on supplies and services	-8
Accountancy	1,748	-467	1,732	-477	-26	£16k part year net vacancies, due to be filled during the year. £10k net additional external SLA income over budget.	-37
Treasury and Pension Investment Section	265	-195	244	-212	-38	£21k part year vacancies, due to be filled during the year. £17k external SLA income from the WPP and other smaller underspends	-55
Grants and Technical	343	-111	304	-83	-11	Part year net vacancies, due to be filled during the year.	-27
Payments	557	-77	517	-75	-38	£23k part year vacancies, due to be filled during the year. £15k savings on supplies and services	-28
Audit Fees	322	-93	281	-92	-40	A proportion of audit fees are chargeable directly to grants	-42
Bank Charges	68	0	49	0	-19	Charges reduced since introduction of new contract	-29
Miscellaneous Services	8,230	-122	7,815	-43	-335	£335k underspend on pre LGR pension costs.	-328
Other variances					3		3
Revenues & Financial Compliance							
Procurement	611	-35	564	-34	-47	£47k part year vacancies, due to be filled during the year.	-30
Audit	487	-19	462	-19	-26	£23k part year vacancies, due to be filled during the year.	-6
Business Support Unit	142	0	118	0	-24	£24k part year vacancy, due to be filled during the year.	-15
Council Tax Reduction Scheme	16,828	0	17,400	0	572	Increased demand since COVID19. WG contribution received for the shortfall in 2020/21, but no confirmation to date whether that will be replicated in 2021/22	572
Rent Allowances	41,323	-41,540	40,961	-41,472	-294	Predicted underspend based on anticipated payments due, anticipated reimbursement from DWP and recovery of overpayments.	-294
Rates Relief	328	0	195	0	-133	Low take-up anticipated in 2021/22	-138
Housing Benefits Admin	1,684	-752	1,383	-624	-173	A number of posts have been vacant during the year to date. A large number of staff members are currently on lower points of the salary scale but budgeted at the top of scale. (£269k). £39k saving on supplies and services costs anticipated. This is offset by the ongoing annual reduction in admin grant received from DWP.	-105
Other variances					-8		-23
Grand Total					-650		-590

Department for Education & Children
Budget Monitoring - as at 31st August 2021

CABINET 22nd NOVEMBER 2021

Division	Working Budget				Forecasted				Aug 2021 Forecasted Variance for Year £'000	June 2021 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
Schools Delegated Budgets	141,173	-19,375	12	121,810	146,798	-19,375	12	127,435	5,625	6,116
Reserve utilisation				0		-5,625		-5,625	-5,625	-6,116
Director & Strategic Management	2,214	0	-109	2,105	1,413	0	-109	1,304	-801	-911
Education Services Division	7,004	-2,218	17,981	22,768	9,116	-4,102	17,981	22,995	228	179
Access to Education	3,097	-100	1,410	4,407	10,256	-7,117	1,410	4,549	142	146
School Improvement	2,494	-523	460	2,431	3,680	-1,693	460	2,447	16	41
Curriculum & Wellbeing	8,271	-4,102	895	5,063	9,183	-4,882	895	5,196	133	130
Children's Services	25,073	-6,707	2,711	21,077	27,975	-9,321	2,711	21,365	289	409
TOTAL excluding schools	48,153	-13,651	23,348	57,851	61,623	-27,115	23,348	57,856	5	-5
GRAND TOTAL	189,326	-33,026	23,360	179,660	208,421	-52,115	23,360	179,666	5	-5

Department for Education & Children - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Director & Strategic Management							
Director & Management Team	1,808	0	1,008	0	-800	£390k previous year efficiency deferred to next year being held centrally to cover one off in year pressures. £400k to be allocated to service pressures detailed below following DMT review	-897
Other variances					-1		-14
Education Services Division							
School Redundancy & EVR	1,925	0	2,009	0	84	Forecast based on known redundancies year to date & £100k contingency for late notifications	82
Special Educational Needs	3,343	-1,299	5,357	-3,217	97	Staffing costs for additional class in attached unit £60k & additional statements approved £130k, partially funded by part year vacancies across the dept (-£100k)	51
Sensory Impairment	358	0	406	0	47	Increased staffing required to meet demand, recruitment to be progressed once funding identified	47
Other variances					-1		-0
Access to Education							
School Modernisation	144	0	226	-37	45	£36k closed schools & £9k additional transport costs following school reorganisations	46
School Meals & Primary Free Breakfast Services	2,648	-100	9,632	-6,991	93	Primary school free breakfasts voluntary income shortfall.	90
Other variances					4		11
School Improvement							
National Model for School Improvement	785	0	851	-40	26	One off costs re ERW £70k partially offset by 3 part year vacant posts	27
Other variances					-10		14
Curriculum and Wellbeing							
Music Services for Schools	1,036	-727	1,201	-850	41	Forecast SLA income not sufficient to cover projected staffing costs - vacant posts to be reviewed for affordability	43
Education Other Than At School (EOTAS)	2,268	-150	2,538	-358	62	Increase in demand resulting in additional staffing in PRUs	56
Other variances					30		31

10/09/2021

Department for Education & Children - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Children's Services							
Commissioning and Social Work	7,281	0	7,601	-171	149	Increased staffing costs forecast at this stage in the year (£394k) and overspend forecast on legal costs (£155k)- more external providers being used as a result of increased sickness levels internally and also complexity of cases, partially offset by part year vacancies across the dept (-£400k)	157
Corporate Parenting & Leaving Care	1,012	-135	1,209	-289	43	Additional staff costs forecast in relation to LAC Education Support Team	44
Fostering Services & Support	4,200	0	4,260	0	60	Additional costs forecast assuming more normal activity continues to resume following pandemic e.g. school transport costs 25k. Also increased enhancement boarding out costs forecast in August return re more complex placements £135k partially reduced by growth budget allocation of £100k	31
Adoption Services	551	0	827	-255	21	Overspend forecast mainly in relation to panel member costs	27
Respite Units	971	0	998	0	27	Additional costs forecast in relation to removal and repair of various play equipment at one of the units and also needing to purchase additional beds	15
Short Breaks and Direct Payments	714	-75	852	-152	61	Overspend mainly due to increased Direct Payments demand since change in legislation & further increase linked to COVID19	56
Family Aide Services	111	0	280	-208	-39	Maximisation of grant income, partially offsetting overspends elsewhere within the division	6
School Safeguarding & Attendance	398	-120	702	-505	-81	Maximisation of grant income, partially offsetting overspends elsewhere within the division	7
Other Variances					47		67
Grand Total					5		-5

Environment Department
Budget Monitoring - as at 31st August 2021

CABINET 22nd NOVEMBER 2021

Division	Working Budget				Forecasted				Aug 2021 Forecasted Variance for Year £'000	June 2021 Forecasted Variance for Year £'000
	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000	Expenditure £'000	Income £'000	Net non- controllable £'000	Net £'000		
Business Support & Performance	43	-93	130	79	87	-142	130	75	-4	3
Waste & Environmental Services	26,581	-4,590	1,364	23,355	27,282	-5,327	1,364	23,319	-36	2
Highways & Transportation	54,804	-32,768	10,372	32,407	53,702	-31,553	10,372	32,521	114	69
Property	43,698	-41,699	624	2,622	55,528	-53,833	624	2,318	-304	-214
Planning	4,635	-1,813	330	3,152	4,287	-1,592	330	3,025	-127	-101
GRAND TOTAL	129,760	-80,964	12,819	61,616	140,886	-92,447	12,819	61,258	-358	-241

Environment Department - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Business Support & Performance							
Emergency Planning	76	0	63	0	-13	LRF commitment covered by WG grant for 2021/22 (£11k); post not at top of budgeted scale point (£2k).	-9
Departmental - Core	48	0	63	0	15	H&Wellbeing posts not budgeted for (£11k); previous year efficiency not yet delivered.	20
Other variances					-6		-8
Waste & Environmental Services							
Flood Defence & Land Drainage	608	-0	578	-1	-30	Two posts vacant for 1st qtr, filled July 2021	-31
SAB - Sustainable Drainage approval Body Unit	127	-130	115	-55	63	Anticipated income not materialised - Dependent on number of submissions and market buoyancy of development projects	63
Green Waste Collection	555	-435	540	-462	-42	Increased customer base	-35
Other variances					-27		4
Highways & Transportation							
Section 106 Transport schemes	0	0	0	-14	-14	Income received in 2021/22 for expenditure incurred in previous years	-14
Traffic Management	581	-70	1,029	-530	-13	Net increase in Traffic Regulation orders income	-13
Car Parks	2,068	-3,134	2,113	-3,014	165	Volume of anticipated ticket sales does not match budgeted levels.	117
Nant y Ci Park & Ride	82	-34	120	-56	16	Reduced demand on the service	16
Road Safety	184	0	155	-0	-30	Underspend due to vacant post being filled part way during the year and an officer working part time	-31
Other variances					-11		-6
Property							
Property Maintenance Operational	26,918	-28,233	35,154	-36,720	-251	Increased income from internal recharges reflecting work projected during the year, included significant unexpected projects.	-159
Design Services CHS Works	4,068	-4,329	4,291	-4,602	-51	Increased income from internal recharges reflecting work projected during the year.	-6
Other variances					-2		-49

Environment Department - Budget Monitoring - as at 31st August 2021

Main Variances

CABINET 22nd NOVEMBER 2021

Division	Working Budget		Forecasted		Aug 2021	Notes	June 2021
	Expenditure	Income	Expenditure	Income	Forecasted Variance for Year		Forecasted Variance for Year
	£'000	£'000	£'000	£'000	£'000		£'000
Planning							
Planning Admin Account	352	-16	257	-16	-94	Savings on supplies and services and vacant posts including the part-year effect of the Head of Service vacancy	-97
Building Regulations Trading - Chargeable	441	-492	417	-383	86	Shortfall in income anticipated	106
Policy-Development Planning	706	-2	570	-2	-136	£60k underspend due to staff vacancies and £76k savings on consultants fees due to COVID19-related delay in the LDP process	-129
Development Management	1,693	-935	1,573	-758	57	Shortfall in income anticipated	30
Conservation	471	-13	481	-52	-29	Vacant post to be filled from November	-20
Other Variances					-10		8
Grand Total					-358		-241

Housing Revenue Account - Budget Monitoring as at 31st August 2021

	Working Budget £'000	Forecasted £'000	Aug 21 Variance for Year £'000	Notes	June 21 Forecasted Variance for Year £'000
Expenditure					
Repairs & Maintenance					
Responsive	1,950	2,528	578	Forecast expenditure based on spend to date. Increased demand due to backlog created by COVID19 restrictions.	20
Minor Works	3,271	1,800	-1,471	Potential capacity issues within Minor Works Framework due to increase in volume of work being procured, options being explored with Contractors to increase capacity.	-1,471
Voids	3,717	3,910	193	Overspend on Council Tax costs due to increased Void properties over longer periods.	208
Servicing	1,826	1,864	38	Prediction based on current spends and values of works done after 5 months	0
Drains & Sewers	151	120	-31	Prediction based on current spends and values of works done after 5 months	0
Grounds	816	816	0		0
Unadopted Roads	113	113	0		0
Supervision & Management					
Employee	5,758	5,472	-286	Vacant posts primarily in Supporting Older People (£-143k) and Strategic Housing Delivery	-66
Premises	1,170	1,180	10		-11
Transport	74	30	-44	Reduction in staff travel due to working from home.	-46
Supplies	938	951	13		5
Recharges	1,783	1,783	0		0
Provision for Bad Debt	594	594	0		0
Capital Financing Cost	15,068	14,913	-155	Lower MRP than budgeted for, due to less borrowing in 2020/21 outturn.	0
Central Support Charges	1,742	1,731	-11		-11
DRF	11,333	11,333	0		0
Total Expenditure	50,303	49,138	-1,165		-1,370

Housing Revenue Account - Budget Monitoring as at 31st August 2021

	Working Budget £'000	Forecasted £'000	Aug 21 Variance for Year £'000	Notes	June 21 Forecasted Variance for Year £'000
Income					
Rents	-42,025	-41,991	34	Prediction close to target for rent due and voids	-37
Service Charges	-816	-806	10		-0
Supporting People	-68	-68	0		0
Interest on Cash Balances	-23	-8	15	Reduction in interest rate receivable on balances	0
Grants	-246	-299	-53	Overachievement of income linked to Welsh Government grants.	-53
Insurance	-213	-213	0		0
Other Income	-457	-457	-0		-15
Total Income	-43,847	-43,842	5		-105
Net Expenditure	6,456	5,297	-1,159		-1,476

HRA Reserve	£'000
Balance b/f 01/04/2021	19,444
Budgeted movement in year	-6,456
Variance for the year	1,159
Balance c/f 31/03/2022	14,147

Y Cabinet 22 Tachwedd 2021

ADFER MYNEDIAD CYHOEDDUS YN GILFACH IAGO

Y Pwrpas: Gwneud cynnydd o ran cwblhau adfer mynediad cyhoeddus ar hen safle glo brig Gilfach Iago drwy sicrhau cyllid ac ymgymryd â'r prosesau cyfreithiol gofynnol.

Yr argymhellion / penderfyniadau allweddol sydd eu hangen:

1. Cymeradwyo'r cynnig i wneud cais i lys yr Ynadon am ailddosbarthu tair ffordd ddiddosbarth i statws llwybr ceffylau,
2. Derbyn y setliad ariannol a gynigir gan Celtic Energy i gyflawni a chymryd cyfrifoldeb dros yr holl waith adfer mynediad cyhoeddus ar draws yr hen safle glo brig.

Y Rhesymau: Ar ôl ymchwilio i'r holl opsiynau ar gyfer adfer mynediad cyhoeddus ar draws yr hen safle glo brig, ystyrir mai'r argymhelliad hwn yw'r opsiwn gorau posibl sydd ar gael o ran y gallu i gyflawni a chyllid.

Angen ymgynghori â'r Pwyllgor Craffu perthnasol NAC OES

Angen i'r Cabinet wneud penderfyniad OES

Angen i'r Cyngor wneud penderfyniad OES

AELOD O'R CABINET SY'N DDEILIAD Y PORTFFOLIO:- Y Cyng. Hazel Evans, yr Amgylchedd

Y Gyfarwyddiaeth: Yr Amgylchedd

Enw Pennaeth y Gwasanaeth: Ruth Mullen

Awdur yr Adroddiad: Hugh Towns a Caroline Ferguson

Swyddi:

Cyfarwyddwr yr Amgylchedd

Rheolwr Rhanbarthol
Cynllunio Mwynau a
Gwastraff/Rheolwr
Mynediad i Gefn Gwlad

Ffôn:

Cyfeiriadau e-bost:
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HTowns@sirgar.gov.uk
CFerguson@sirgar.gov.uk

EXECUTIVE SUMMARY
Cabinet meeting
22ND November 21

Reinstatement of Public Access at Gilfach Iago

The report requests approval for the Authority to apply to Magistrate's Court for the reclassification of three unclassified roads across the former Gilfach Iago opencast site (not presently navigable) to bridleway status. Bridleways may then be diverted as necessary 'in-house' by the Countryside Access team to better 'fit' with the restored layout of the land and connect with existing public footpaths.

The report also requests approval to accept the financial settlement offered by Celtic Energy to fund the reinstatement of public access across the former site.

Reclassification of the roads to bridleways status will secure valuable, traffic free, recreational access opportunities for walkers, horse riders and cyclists. It will also remove any legal obligation to reinstate the three unclassified roads which are now considered superfluous given highway and travel developments that have occurred since the three routes were temporarily stopped up in 1988.

Once reclassified to bridleway status and added to the Definitive Map and Statement, the Countryside Access team have powers to divert the routes to fit with the relief of the restored land and other public paths in the vicinity.

The financial settlement offered will cover a significant proportion of the projected costs to reinstate public access at the former site. It will allow the Authority to deliver a long-awaited reinstatement project at a location where, for reasons outlined in the full report, delivery has not been possible previously.

If approval is not given, Celtic Energy will remain liable for the current planning conditions in relation to reinstatement of roads and public rights of way across the site, roads that are not needed.

Based on previous events detailed in the full report, there is a high risk that Celtic Energy will not deliver satisfactory reinstatement at this juncture, it is therefore recommended that the proposal be approved, and the Authority take responsibility to ensure appropriate public access is restored in a timely manner.

DETAILED REPORT ATTACHED?

Yes

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed:

Director of Environment

Policy, Crime & Disorder and Equalities	Legal	Finance	ICT	Risk Management Issues	Staffing Implications	Physical Assets
NONE	YES	YES	NONE	YES	NONE	NONE

IMPLICATIONS

2. Legal

In order to deliver the project as per the proposal an application to stop up the three roads with reservation for walking, horse riding and cycling will have to made to Magistrate's Court under section 116 Highways Act (1980). The application would be on the grounds that the roads are no longer needed. This process includes public consultation and any objections to the application would be heard by the Magistrate's.

If successful, a Legal Event Modification Order can be made under the Wildlife and Countryside Act (1981) to transfer the stopped-up roads to the Definitive Map and Statement as Bridleways.

Any subsequent diversion of the bridleways can be processed under section 119 Highways Act (1980). This process includes public consultation and any objections, if not resolved by the Local Authority case officer, would result in the matter being referred to the Planning Inspectorate to be determined by an independent inspector appointed by the Welsh Ministers.

3. Finance

The financial settlement of £320,000 offered on a without prejudice basis by Celtic Energy that forms part of this proposal does not entirely cover the full cost of reinstatement works costed, but enables significant works to commence and complete.

To deliver the project in full additional funds will need to be sought to the value of £130,000, including through grant bids.

4. Risk Management Issues

There is a risk that the community will be left without the roads or countryside access if a solution is not found to this issue which has gone unresolved for over 20 years. Celtic Energy Ltd is in the business of extracting coal and Welsh Government Coal Policy is effectively to cease the extraction of coal.

If Celtic Energy Ltd did not complete any agreed works then legal options are unlikely to lead to a satisfactory resolution. If legal action was successful, which is unlikely, the company would be likely to receive a fine, to a maximum value of £20,000 and the outstanding works would still not be done.

The landowners could be liable under planning legislation but pursuing private individuals to reinstate roads the Authority deems unnecessary or bridleways, is considered to be unreasonable and private individuals would not have the means to deliver the required outcomes.

Ultimately, the Council may well be faced with footing the entire bill to provide countryside access - £450,000 or would be faced with the decision to do nothing which would lead to an unsatisfactory outcome.

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: Ruth Mullen

Director of Environment

1. Scrutiny Committee - None

2. Local Member(s)

Local Members have been kept apprised of the ongoing negotiations

3. Community / Town Council

Llandybie Community Council – have been advised of the ongoing negotiations

**CABINET MEMBER PORTFOLIO
HOLDER(S) AWARE/CONSULTED**

YES – to follow

Include any observations here

To be advised 22 October 2021 – verbal update to CMT

Section 100D Local Government Act, 1972 – Access to Information
List of Background Papers used in the preparation of this report:

THESE ARE DETAILED BELOW

Title of Document	File Ref No.	Locations that the papers are available for public inspection
Planning Permission Reference: C6/190	C6/190	https://www.carmarthenshire.gov.wales/home/council-services/planning

Mae'r dudalen hon yn wag yn fwriadol

Background

The former Gilfach Iago Opencast Coal Site covered an area of approximately 134 hectares between the villages of Saron, Blaenau and Penygroes. The site was operational between 1988 and 1998. Ownership of the site was initially held by the NCB and British Coal Opencast but transferred to Celtic Energy Ltd in 1994 with the privatisation of the coal industry. Unfortunately, the Government did not provide for Bonds to Local Authorities to guarantee restoration on the sites transferred to the private company which placed the Local Authorities concerned in a very weak position.

By October 1998 Celtic Energy Ltd had largely restored the physical profiles of the site to an undulating landform, broadly similar to that which existed before the site was excavated, although the restoration scheme was not approved until March 1999.

Prior to the opencast working the site was crossed by several rural roads and connecting public footpaths. These served local needs as well as serving properties which were demolished as part of the opencast operations.

Apart from the road between Saron and Cwmbach Cottage, which had been effectively replaced by the new link road between Blaenau and Saron, these roads and public paths were to be re-instated following completion of restoration under the provisions of Condition 5 attached to the original planning permission for the Opencast Coal Workings (Ref: C6/190).

‘On completion of the restoration proposals the Board shall reinstate Pantyblodau Road and the link to the southern end of Saron Road’

Condition 26 also stated that

‘Public Rights of Way affected by site operations shall be restored to their original alignment on completion of the sites restoration and aftercare period’

Completion of the restoration of the physical profiles of the site was achieved by 2000 but the reinstatement of the roads and public footpaths as required by Condition 5 was not undertaken.

Following the restoration of the physical profiles of the land in 2000 Celtic Energy split the land up into 17 lots and sold 16 off at auction, Celtic Energy retained Lot 10 in the centre of the site. This fragmentation of ownership is one of the primary reasons why the Local Authority has been unable to resolve the issue of the road reinstatement. Despite the expenditure of substantial effort, time and resources, reinstatement is still outstanding 20 years on.

Present Road Conditions



Explanation of Issues

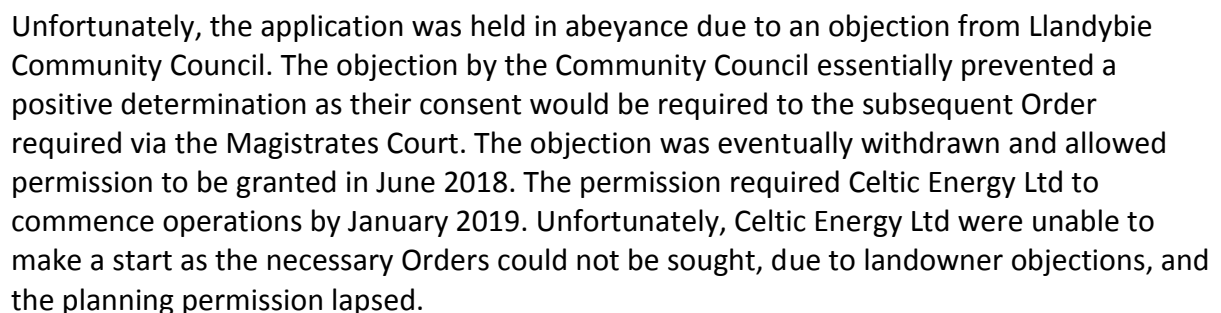
Following the sale of the majority of the land, Celtic Energy Ltd applied for planning permission in January 2001 to amend Condition 5 on the original planning permission. In their view the roads were no longer necessary, and it would be beneficial to replace them with footpaths and/or bridleways. The application was refused in October 2001 and the subsequent Appeal was dismissed in October 2002.

Subsequent to this it became apparent that the fragmentation of land ownership was a significant barrier to the reinstatement of the roads. The approved restoration scheme for the site approved the reinstated roads along a slightly different alignment to the original roads. At the time of the approval of the restoration scheme this was not considered to be an issue as Celtic Energy Ltd were proposing the scheme and owned all the land. However, once the ownership was fragmented the consent of landowners was required to amend the road layout and not all landowners were agreeable.

Following the failure of concerted efforts to find a voluntary solution the Local Authority served a Breach of Condition Notice on Celtic Energy Ltd in April 2007. The Notice required Celtic Energy Ltd to complete the restoration of the roads and public rights of way by January 2008. Celtic Energy Ltd did not comply with the Notice.

A number of meetings were held subsequent to the failure to comply with the Notice where Celtic Energy Ltd claimed that they were not liable as they were not the landowner. Legal arguments continued for some time and with no sign of any progress being made the Local Authority sought to proceed to prosecution. However, Celtic Energy Ltd changed their position before the matter was heard by the Courts and indicated that they accepted liability but wished to make another planning application to vary condition 5 of the original planning permission, supported by an updated justification. That planning application was submitted in November 2011.

Plan of Proposed Bridleways



Options/Considerations

1. Celtic Energy Ltd comply with the terms of Condition 5 of the original permission and reinstate all roads and public footpaths. It is important to note that the Authority do not want the roads back and neither do the majority of residents living along the truncated ends of these roads.
2. Celtic Energy Ltd be requested to reapply for planning permission to amend Condition 5 of the original planning permission and deliver the resulting public rights of way. There are substantial benefits in providing traffic free public rights of way for informal recreation and active travel opportunities instead of the former roads. This does involve some risk in that an objection from the Community Council would effectively become a veto as arose following the 2011 application.
3. In recognition of the potential recreational and active travel value, the Local Authority seek to downgrade the existing legal highway routes, along their original alignments, to bridleways as we agree that the roads are no longer required. This should be linked into an Agreement with Celtic Energy Ltd as in isolation it provides them with a planning condition 'get out clause'. The Local Authority subsequently seek to divert the downgraded bridleways to the routes approved under the restoration plan approval and deliver the reinstatement works under the terms of the agreement with Celtic Energy Ltd.
4. The Council seek to prosecute Celtic Energy Ltd for non-compliance with the Breach of Condition Notice. Not likely to be acceptable due to the passage of time.
5. Explore further alternatives in conjunction with Celtic Energy Ltd. Discussions have been ongoing for over 2 years so identifying another solution agreeable to both parties is unlikely.

Recommended solution

Celtic Energy Ltd enter into an agreement with the Council to provide an agreed contribution of £320,000 towards the implementation of a scheme similar the planning proposal approved in 2018.

The Local Authority seek to downgrade the existing legal highway routes to bridleways through the Magistrate's Court. Once added to the Definitive Map and Statement by way of a Legal Event Modification Order, the Local Authority seek to divert the downgraded bridleways to the routes approved under the restoration plan approval.

The Local Authority undertake the necessary works to provide the bridleways to an appropriate specification. Works to reinstate the public footpath network will also be undertaken. The works have been costed at £450,000, the difference to be made up from reserves.

In effect this is the most deliverable and achievable option available to resolve a longstanding issue. Whilst the network of roads and public footpaths remain in their present condition the Authority is at risk of claim or legal challenge for not maintaining or enforcing the network.

The proposed solution is a defensible management decision that will deliver beneficial outcomes for the community and the Council will obtain a substantial contribution to the costs of delivering access reinstatement.

It is unclear whether Celtic Energy's current offer is time bound but essentially if the offer is withdrawn the Council would be faced with footing the entire cost of restoring access across the site or the community end up with nothing.

Mae'r dudalen hon yn wag yn fwriadol

Y Cabinet 22ain Tachwedd, 2021

SEFYDLU PARTNERIAETH ADDYSG RANBARTHOL NEWYDD

Y Pwrpas: Cymeradwyo'r cytundeb cyfreithiol i sefydlu partneriaeth addysg ranbarthol newydd.

Yr Argymhellion / Penderfyniadau Allweddol Sydd Eu Hangen:

1. Yn cymeradwyo'r cytundeb cyfreithiol drafft (sydd wedi'i atodi yn Atodiad A) i sefydlu Cydbwyllgor ar gyfer partneriaeth addysg ranbarthol newydd, a elwir yn PARTNERIAETH, i gefnogi'r gwaith o gyflawni gwelliannau i ysgolion.
2. Yn cymeradwyo penodi'r Arweinydd yn aelod o'r Cydbwyllgor.
3. Yn dyrannu i'r Cydbwyllgor y swyddogaethau hynny sy'n angenrheidiol i gefnogi'r gwaith o gyflawni gwelliannau i ysgolion o fewn ardal y Cyngor a'r rhanbarth, gan gydnabod a derbyn mae'r Cyngor a'r awdurdodau lleol eraill yn y rhanbarth, a fydd pob un yn cadw cyfrifoldeb statudol am berfformiad ysgolion, ynghyd â'r cyfrifoldeb dros arfer pwerau statudol, ymyrryd a threfniadaeth ysgolion yn eu hardaloedd.
4. Yn cymeradwyo creu Grŵp Cyngorwyr Craffu ar y cyd ar sail y cylch gorchwyl a nodir yn y cytundeb cyfreithiol fel y'i diwygiwyd o bryd i'w gilydd
5. Yn dirprwyo awdurdod i'r Cyfarwyddwr Addysg mewn ymgynghoriad â'r Arweinydd, y Prif Swyddog Cyfreithiol a'r Aelod Cabinet dros Addysg a Phlant i wneud unrhyw ddiwygiadau angenrheidiol pellach i'r cytundeb cyfreithiol ac yn awdurdodi'r Prif Swyddog Cyfreithiol i ymrwymo i'r cytundeb ar ran y Cyngor ynghyd ag unrhyw ddogfennau cyfreithiol ategol sy'n angenrheidiol i hwyluso'r gwaith o greu a gweithredu'r bartneriaeth newydd.
6. Yn cymeradwyo darparu gwasanaethau gan Partneriaeth i gynghorau nad ydynt yn bartïon i'r cytundeb cyfreithiol, sef Cyngor Bwrdeistref Sirol Castell-nedd Port Talbot, Cyngor Sir Ceredigion a Chyngor Sir Powys yn unol â chymal 14 y cytundeb cyfreithiol gydag awdurdod yn cael ei ddirprwyo i Gydbwyllgor y Bartneriaeth i gytuno ar y telerau ar gyfer darparu gwasanaethau o'r fath.

Y Rhesymau: Fel rhan o'r symudiad tuag at fodel newydd o weithio rhanbarthol, o fewn ôl troed addysg yn Ne-orllewin Cymru, mae Sir Gaerfyrddin wedi bod yn gweithio ar y cyd â Chynghorau Abertawe a Sir Benfro i sefydlu partneriaeth ranbarthol newydd, Partneriaeth Addysg De-orllewin Cymru, i'w hadnabod fel PARTNERIAETH. Mae'r cytundeb cyfreithiol drafft sydd ynghlwm yn Atodiad A yn ymrwymo Sir Gaerfyrddin i bartneriaeth ffurfiol gyda Chynghorau Abertawe a Sir Benfro i sefydlu Cydbwyllgor i gyflawni'r swyddogaethau sydd eu hangen ar y cyd i hwyluso gwella ysgolion yn y rhanbarth.

Ymgynghorwyd â'r pwyllgor craffu perthnasol - NADDO Angen i'r Cabinet wneud penderfyniad OES Angen i'r Cyngor wneud penderfyniad NAC OES		
YR AELOD O'R CABINET SY'N GYFRIFOL AM Y PORTFFOLIO:- Cyng. Emlyn Dole- Arweinydd / Cyng. Glynog Davies- Addysg a Gwasanaethau Plant		
Y Gyfarwyddiaeth: Addysg a Phlant Enw Pennaeth y Gwasanaeth: Gareth Morgans Awdur yr Adroddiad: Gareth Morgans, Linda Rees Jones	Swyddi: Cyfarwyddwr Addysg a Gwasanaethau Plant Pennaeth Gweinyddiaeth a'r Gyfraith	Rhifau ffôn: 01267 246522 Cyfeiriadau E-bost: EDGMorgans@sirgar.gov.uk

EXECUTIVE SUMMARY

Cabinet Meeting

22nd November, 2021

Establishment of a new regional education partnership

Introduction

As part of the move towards a new model of regional working, within education in the south-west Wales footprint, Carmarthenshire has been working in conjunction with Swansea and Pembrokeshire Councils to establish a new regional partnership, the South-west Wales Education Partnership, to be known as the PARTNERIAETH.

The draft legal agreement (Appendix A) commits Carmarthenshire to enter into a formal partnership with Swansea and Pembrokeshire Councils to establish a Joint Committee to jointly discharge the functions necessary to facilitate school improvement in the region.

Carmarthenshire have given notice to withdraw from the Educational through Regional Working (ERW) consortium. 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.

A Shadow Joint Committee of the Leaders, Education portfolio holders and senior officers of Carmarthenshire, Swansea, Pembrokeshire and Powys 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.

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.

DETAILED REPORT ATTACHED?

YES

IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report:

Signed: 

Director of Education and Children's Services

Policy, Crime & Disorder and Equalities	Legal	Finance	ICT	Risk Management Issues	Staffing Implications	Physical Assets
YES	YES	YES	NONE	YES	YES	YES

Policy, Crime & Disorder and Equalities

The model is based on a vision of regional school improvement consortia working on behalf of local authorities to lead, orchestrate and co-ordinate the improvement in the performance of schools and education of young people. The prime mission and purpose of regional consortia is to help those who educate our children and young people. Local authorities retain the statutory responsibility for schools and school improvement. Being part of the PARTNERIAETH will support the Director of Education and Children's Services deliver the County Council's statutory duties in regard to school improvement and statutory accountability for school performance together with the responsibility for the exercise of statutory powers of intervention and organisation of schools.

Legal

A legal agreement for a new regional education partnership to be known as PARTNERIAETH will need to be agreed. The proposal replaces the existing Joint Committee for Education through Regional Working (ERW) and seeks approval for a legal agreement to establish a Joint Committee for PARTNERIAETH on a reduced local authority footprint.

Finance

Engagement at a political level through Cabinet, existing ERW Joint Committee and a shadow Joint Committee has been undertaken 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. The new PARTNERIAETH will be funded in the same way as ERW via Local Authority contributions and Welsh Government funding. In approving the legal agreement, there is a commitment to pool resources and specific Welsh Government funding streams to achieve better alignment with national policy and service delivery than can be achieved by each Council working in isolation.

Risk Management

If we did not engage in PARTNERIAETH there would be a risk in us being unable to deliver on our school improvement and professional development priorities. Joining PARTNERIAETH addresses key corporate risk in relation to delivering a high quality education to Carmarthenshire's learners and our ability to recruit and retain high quality and resilient school workforce who can respond to and deal with the transformation of education in Wales.

Staffing Implications

The functions of PARTNERIAETH are mainly described as professional learning to improve education practitioner standards and leadership development. The new PARTNERIAETH will

be a key delivery partner to each constituent Council's school improvement service and will deliver education improvement functions on behalf of each Council. As a result, integration and close collaboration between PARTNERIAETH's central team and local teams is essential.

The proposal was to reduce staffing levels proportionately by scaling down the size of the ERW central team and re-setting the functions PARTNERIAETH will deliver. Formal consultation on a staff re-structure commenced on 20th September and ended on 22 October 2021. The new structure was accepted, with minor changes, by the Shadow Joint Committee.

Physical Assets

On behalf of the PARTNERIAETH, Carmarthenshire will be responsible for the lease of Y Llwyfan which is the base for the regional service. However, all costs associated with the lease will be the responsibility of PARTNERIAETH.

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: 

Director of Education and Children's Services

Scrutiny Committee- the regional Consortia Scrutiny Group, which included members from Carmarthenshire, have been involved in discussions in regard to the new approach.

Staff Side Representatives and other Organisations- these have been consulted at a regional level.

**CABINET MEMBER PORTFOLIO
HOLDER(S) AWARE/CONSULTED**
YES

Supportive of new approach.

Section 100D Local Government Act, 1972 – Access to Information
List of Background Papers used in the preparation of this report:

THESE ARE DETAILED BELOW

Title of Document	File Ref No.	Locations that the papers are available for public inspection
The National Model for Regional Working		the-national-model-for-regional-working.pdf (gov.wales)

Mae'r dudalen hon yn wag yn fwriadol

Establishment of a new regional education partnership

1. Legal Agreement for a Joint Committee of PARTNERIAETH

- 1.1 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.
- 1.2 The legal agreement in appendix A (“the Agreement”) has been drafted in partnership with the Directors of Education and Chief Executives in Carmarthenshire, Swansea and Pembrokeshire.
- 1.3 The new partnership cannot function until each constituent council approves the Agreement.
- 1.4 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.
- 1.5 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.
- 1.6 Once established the Joint Committee will allocate functions to each of the Councils (see clause 10) to support the work of the Partneriaeth.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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

- a) Making decisions on the admission of other councils into the PARTNERIAETH.
- b) Making decisions on the provision of services to a council who is not a party to the PARTNERIAETH and the terms upon which any services are to be provided.
- c) Varying the terms of reference of the Joint Committee.
- d) Deciding whether to accept a Joint Committee Withdrawal Notice from one of the Councils to allow a Council to withdraw from the PARTNERIAETH.
- e) Approving the Liabilities Schedule accompanying a Withdrawal Notice to include details of the withdrawing Council's liability to the other Councils.
- f) Agreeing the terms for termination of this Agreement by agreement of all the Councils.
- g) Deciding on actions to implement the provisions of the dispute resolution procedure in clause 22.
- h) 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.

1.11 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.

2. General Issues

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

2.2 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.

2.3 Appendix A provides the Agreement in full with each of the thirteen schedules providing further detail to support the main contents of the Agreement.

2.4 The Agreement will become effective once each of the three Councils named in this report has approved its contents and executed the document.

2.5 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.

2.6 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.

2.7 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).

2.8 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.

2.9 The legal agreement specifies a Scrutiny Councillor Group as part of the governance arrangements for PARTNERIAETH. In addition, Strategic, Operational and Stakeholder Groups are specified to ensure monitoring across all tiers of the partnership.

3. Financial Implications

3.1 A lead finance officer will be identified by the partnership to undertake the partnership's section 151 officer function.

3.2 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.

3.3 The main source of income to the partnership's budget will be each constituent council's share of the RCSIG.

3.4 The new partnership is committed to best value principles as noted in the legal agreement.

3.5 Losses and liabilities are covered within the new legal agreement.

4. Legal Implications

4.1 The legal implications are addressed in the main body of this report and within the detailed legal agreement in Appendix A.

4.2 The Agreement states that a lead lawyer will be identified by the partnership to undertake the monitoring officer function on behalf of the partnership.

Appendix A- Legal agreement for the establishment of a joint committee to deliver educational improvements through the south-west Wales partnership, known as PARTNERIAETH.

Appendix B- Information/Briefing in relation to PARTNERIAETH

Mae'r dudalen hon yn wag yn fwriadol

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 16th 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:

“Agreement”	this agreement entered into by Carmarthenshire County Council, Pembrokeshire County Council and the Council of the City and County of Swansea;
“Annual Budget”	the itemised summary of intended income (to include Government Funding) and revenue and capital expenditure for each financial year as described in Schedule 9;
“Applicable Law”	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;
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
“Business Plan”	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;
“Central Team”	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;
“Commencement Date”	the date of this Agreement;
“Confidential Information”	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;
“Co-opted Member Protocol”	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;
“Council Contribution”	the funding provided by each Council as part of the Annual Budget as set out in clause 16;
“Council(s)”	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;
“Councils’ Obligations”	the obligations set out in clause 3;
“DPA”	the Data Protection Act 2018;
“DP Regulator”	any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;
“Data”	any data, document, code, information, Personal Data in connection with this Agreement;
“Data Incident”	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;
“Data Protection Laws”	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;
“Data Subject”	shall have the meanings set out in the UK GDPR;
“Director”	the Director of Education or equivalent postholder within each of the Councils;
“FOI Legislation”	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
“Function”	includes those roles, responsibilities and duties of the Councils described in clause 10;

“Government Funding”	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);
“IP Material”	the Intellectual Property in the Material;
“Intellectual Property”	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;
“Internal Costs”	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;
“Joint Committee”	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;
“Joint Committee Meeting”	a meeting of the Joint Committee;
“Joint Scrutiny Councillor Group”	a group comprising of elected members of the Councils and operating under the terms of reference set out in Schedule 6;
“Lead Council”	the Council which pursuant to clause 10 is appointed by the Joint Committee to discharge a certain Function on behalf of the PARTNERIAETH;
“Lead Council Costs”	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;

“Lead Chief Executive /Lead Director of Education/ Lead Chief Finance Officer/ Lead Officer”	means the appropriate officer appointed by the Joint Committee under clause 10 to undertake on behalf of the PARTNERIAETH 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;
“Liabilities Schedule”	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;
“Loss”	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;
“Material”	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;
“Objects”	means the core aims and objectives of the PARTNERIAETH set out in recital C and as set out in Schedule 2 Part 1;
“PARTNERIAETH Lead Officer”	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;
“Personal Data”	shall have the meanings set out in the DPA 2018;
“PR Protocol”	a protocol agreed by the Councils for the release of public statements and press releases relating to the PARTNERIAETH;
“Region”	means the combined administrative areas of the Councils for time to time for which the Councils, or their successors, have responsibility;
“Responsibilities”	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;
“Services”	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;

“Strategic Group”	the group established in accordance with clause 6 and Schedule 4;
“Withdrawal Notice”	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;
“Withdrawing Council”	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 (31st 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

Chief Legal Officer
Pembrokeshire County Council
County Hall
Haverfordwest
Pembrokeshire
SA61 1TP
Email - 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

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



PARTNERIAETH

As Statutory Directors for Education our aim is to further develop the way that partner local authorities and our shared provision (PARTNERIAETH) work as one service to support our school leaders, governors, teachers and support staff and, through this process, helping to create excellent learning, in excellent classrooms in excellent schools.

The new Joint Committee will ensure that there is a shared commitment and moral purpose for the system as a whole to deliver the improvements in education and life chances that all children in our region deserve.

Whilst Local authorities will retain the statutory responsibility for schools and school improvement, the PARTNERIAETH will work with the local authority education services to lead, orchestrate and co-ordinate the improvement in the performance of schools and education of our children and young people.

The prime mission and purpose of our PARTNERIAETH is to help those who educate our children and young people. So, our job is to deliver functions that support schools and local authorities in their efforts to improve learner outcomes for all young people; ensure the delivery of high quality teaching and learning; and support and empower school leaders to better lead their schools.

Some of the reasoning by Directors prior to developing the approach/structure-

- We need to address Welsh Government priorities/spending streams- that's why functions were included as they were.
- We need to meet local priorities i.e. Carmarthenshire/Pembrokeshire and Swansea Education Department Business Plans- PARTNERIAETH is considered an extension of the local School Improvement Teams.
- We need an agile team with a skill-set to meet current, emerging and future demands- this is how education teams work in Local Authorities.
- We will ensure value for money and no duplication with local authority work.

The PARTNERIAETH in line with the aspirations of the partner Local Authorities 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.**

The PARTNERIAETH: Values and Principles, Organisation and Services

1. Values and Principles

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

Inclusivity- the PARTNERIAETH needs to ensure that all LA partners 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 this could 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

2. Key Principles- we aspire to...

- A service led by the needs of schools and Local Authority priorities
- Deliver a genuine partnership 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.
- Exceptional quality, innovation and rigour in the delivery of agreed services
- Aim to be a fully bilingual service.
- Local employment and deployment of a school improvement team.
- Provide a secure central service which can encourage excellent people to commit to it.
- Be an acknowledged hub of excellence, led by securely employed, high level specialists, who are able to provide leadership and support for local or other sub-regional groupings.
- Be a partnership enabling the best use of intelligence about schools and the resources available to support improvement.
- 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.
- 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

3. 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.

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

- performance of schools within the Region
- strategic planning and coordination of the professional learning service and performance management of its effectiveness in delivering the Objects
- 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.
- business planning including management of financial resources, risk management, human resource management of PARTNERIAETH staff and the procuring of services

4. Services Provided by the PARTNERIAETH to the Councils

1. Functions of the PARTNERIAETH will include-

- *Leadership programmes on all levels throughout the workforce e.g. National Professional Qualification for Headship, Higher Level Teaching Assistants, Newly Qualified Teachers/induction*
- *Support for Schools Causing Concern/schools at risk of causing concern if required / Improving quality in our Schools*
- *Implement and support Welsh Government Strategies*
- *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)*
- *World of work*
- *Links with LA officers*
- *Facilitate School to School support*
- *Higher Education Institutions and Research*
- *Education Workforce Council links*
- *Brokerage of support*

2. **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
3. **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
4. **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
5. **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
6. **Providing and enabling strategic vision, focused leadership at a regional level and guidance, advice and focus to work supporting all aspects of school improvement.**