

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