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CABINET

Tuesday, 15th December, 2020

S U P P L E M E N T A R Y P A C K

1.	MOUNT STREET INFANT SCHOOL, MOUNT STREET JUNIOR SCHOOL AND CRADOC CP SCHOOL - PROPOSAL
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This report is being deferred.

2.	DEED OF VARIATION OF LEGAL AGREEMENT FOR SCHOOL IMPROVEMENT THROUGH REGIONAL WORKING (ERW)
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To consider a report by the Head of Legal and Democratic Services.
(Pages 3 - 16)

3.	AMENDMENTS TO SCHEDULE 4 OF THE GROWING MID WALES PARTNERSHIP INTER AUTHORITY AGREEMENT
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To consider a report by the Head of Legal and Democratic Services.
(Pages 17 - 34)

4.	REGIONAL HEALTH BOARD HEALTH AND CARE FACULTY
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Comments from the Health and Care Scrutiny Committee.
(Pages 35 - 36)

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CYNGOR SIR POWYS COUNTY COUNCIL.

CABINET EXECUTIVE
Date: 15th December 2020

REPORT AUTHOR: Head of Legal & Democratic Services

REPORT TITLE: Deed of Variation of Legal Agreement for
School Improvement through Regional Working
(ERW)

REPORT FOR: Decision

1. Purpose

- 1.1 For Cabinet to consider the Variation of the Legal Agreement to enable interim services to be provided to NPT, for remaining Authorities to withdraw and for the orderly dissolution of ERW.

2. Background

- 2.1 ERW is an alliance of six local authorities created to deliver school improvement services across Mid and South West Wales. ERW is governed by a Joint Committee constituted by a Legal Agreement.
- 2.2 In March 2019, Neath Port Talbot Cabinet resolved to withdraw from the ERW regional consortium, enabling Neath Port Talbot to withdraw from the consortium on the 31st March 2020. Similarly in March 2020, Swansea, Carmarthenshire and Ceredigion all issued notice to withdraw from the regional consortium with effect from 31st March 2021. This leaves Powys and Pembrokeshire as the two remaining members of regional consortium.
- 2.3 On the 13th November 2020, the ERW Joint Committee considered two reports on the future of ERW. The Committee proposed changes to the ERW Legal Agreement subject to approval being obtained from each of ERW's local authorities and a formal letter dated 17th November 2020 has been served on Powys in this respect (**Appendix 1**).
- 2.4 The first report was to facilitate provision of agreed services to Neath Port Talbot schools during 2020/21 and the Joint Committee agreed to recommend proposed changes to the Legal Agreement to enable ERW to provide Neath Port Talbot schools with access to agreed services as detailed within the relevant report, subject to the assurance of no costs falling on ERW (save for legal costs incurred in amending the Legal Agreement). It was noted that there would be a need to allow the preparation of a separate legal agreement between ERW and NPT.

2.7 The second report considered by the Joint Committee was to: (i) facilitate dissolution/termination of the ERW Consortium, (ii) address any subsequent liabilities/indemnities of all present (and former) Authorities and (iii) facilitate a reduced notice of withdrawal period to 3 months.

3. Advice

- 3.1 Each Cabinet will therefore need to consider the proposed variations to the Legal Agreement to (i) enable interim services to be provided to NPT, and (ii) to allow Powys and Pembrokeshire to withdraw and for the orderly dissolution of ERW.
- 3.2 In accordance with Clause 25 of the Agreement, ERW can recommend changes to the Legal Agreement by giving notice to each authority. Each authority shall then, on receipt of a notice, use all reasonable endeavours to consider within 6 weeks of such receipt, whether to accept the recommendation. If all the authorities agree to the recommended changes, a memorandum of variation shall be prepared ... on behalf of each authority and appended to the Agreement.
- 3.3. The draft variation proposals to date in relation to the above reports are contained in the draft Deed of Variation (**Appendix 2**). This includes an amendment to clause 15.1 in order to reduce the withdrawal notice period from 12 months to 3 months. Since the Joint Committee meeting, alternative wording has been suggested to achieve the intended effect and this wording is shown in italics in **Appendix 2**. The draft also proposes a new clause 15.6 to facilitate withdrawal, address liabilities, indemnities and costs.
- 3.4 The draft variation proposals have not (yet) been agreed by respective Heads of Legal/Monitoring Officers and it is likely that further drafting will be required prior to final signature of the Deed of Variation. Cabinet will need to consider whether to delegate power to serve notice to withdraw from ERW broadly using the enclosed format (**Appendix 3**) and if so, whether to do so by 31st December 2020 to enable the Legal Agreement “to determine” (i.e. for ERW to be dissolved).
- 3.5 The current proposal by the Joint Committee is that termination should take place at the end of the 2020/21 financial year (i.e. 31st March 2021). This timeline may change depending on the agreements reached by respective Leaders about outstanding arrangements, liabilities and indemnities. In order for Cabinet to withdraw and for this to be effective from 31st March 2021 rather than 2022, that notice must be issued by 31st December 2020 (if the wording of the amended draft Deed of Variation is agreed).

4. Resource Implications

- 4.1 The main financial implications for Powys County Council would result from a failure to approve the cabinet recommendations. The scale of the risk is currently unknown, but if all authorities leave the regional arrangement, the costs of dissolution of the service should be borne by all partners. If Powys fails to endorse this cabinet report there is a risk that it could remain as the only authority member of ERW, and could then be liable for the cost of dissolution of the service. The cost of such a dissolution will be dependent upon the number of staff who remain at the point of dissolution and any compensation resulting from the termination of their employment.
- 4.2 Currently, PCC contributes £81,000 to the ERW budget. Upon dissolution of ERW this contribution would not need to be made and would need to be used to fund Powys to facilitate some of the services currently provided by ERW.
- 4.3 Because of the economies of scale associated with being in a six authority partnership, PCC has had access to services whose fixed costs are distributed across all authorities, leading to economies of such joint working. These economies will be lost to Powys upon the dissolution of ERW.
- 4.4 The significant resource implication is caused by the need to replace the services currently offered by ERW – which involve statutory and non-statutory school improvement functions, and a significant level of regional grants' management and accountability. Funding discussions are continuing with Welsh Government and the Schools' Service Finance Resource Model (FRM) for 2021-22 includes an amount of £513,000 for the development of a Secondary School Improvement Team.
- 4.5 Powys CC will need to agree a way forward for the delivery of its services – which will require a significant resource to secure a full service. Those services include a range of expertise in wellbeing, curriculum planning and delivery, leadership development, subject specialisms for secondary schools, the training and induction of new teachers and support staff, HEI partnership and active educational research, regional support for pupil development grant and children who are looked after, engagement with Qualifications Wales and examination bodies, partnership working with the other 3 regions in Wales on shared development of the workforce and curricular materials and much else.
- 4.6 It is currently estimated that if the current ERW shared budget is re-distributed to its component authorities, Powys might be able to expect funding in the region of £800-900k. The services outlined above will need to be delivered and will require agile approaches if all the component parts of a school improvement system are to be delivered.

- 4.7 Currently, it would appear that the resources will need to be allocated to some Powys-only initiatives (in partnership with our schools) which may require some sourcing of external expertise some commissioned activities from the existing regional services across Wales to benefit, where possible, from established expertise and their economies of scale some partnership working within the Mid Wales footprint, where sourcing some expertise might be mutually beneficial for both authorities. This might be particularly helpful with some functions such as leadership development with the National Academy for Educational Leadership and the statutory induction and development processes for new teachers and their initial teacher education.
- 4.8 Given the scale of challenge around the improvement of secondary education across Powys, there will be significant challenges to ensure that the lost benefits of inter-authority working are compensated for in our new approaches. Securing effective support for all aspects of school improvement will be challenging, but the service has submitted a time-limited proposal for a designated budget to support a secondary improvement strategy for the next 3 years.
- 4.9 In addition to this, Powys CC will have to bear a share of the potential liabilities relating to redundancy costs of the 35 staff currently employed by ERW (with Pembrokeshire County Council being the host employer), most of whom have full employment rights. The HR lead for ERW has indicated that the total redundancy costs would be in the region of £1.5 million, shared between the six original signatory authorities to the Inter-Authority Agreement. It is anticipated that these liabilities would be shared between the 6 authorities based on the formula used to distribute ERW funding, so the exposure to Powys should be no more than around £250,000. Discussions are ongoing around a potential successor consortium (not involving Powys) which may significantly reduce the potential redundancy costs, as some staff may transfer across. The alternative to leaving ERW would be for Powys to continue as the only remaining authority which would mean that Powys would be liable for all staff costs, including the potential redundancy costs set out above.
- 4.10 The Head of Finance (s151 Officer) comments as follows: “I note the wider resource and financial implications set out above. Dissolution / termination of the ERW Consortium will minimise the direct financial risks to the authority and is the most prudent approach, notwithstanding the need to replace the services currently provided by ERW.”

5. Legal implications

- 5.1 Legal : The recommendation can be supported from a legal point of view

5.2 The Head of Legal and Democratic Services (Monitoring Officer) has commented as follows: "I note the legal comment and have nothing to add to the report".

6. Recommendation

6.1 To agree changes to the ERW Legal Agreement to facilitate provision of agreed services to Neath Port Talbot schools during 2020/21 (as set out in the draft Deed of Variation - **Appendix 2**).

6.2. To agree that changes are made to the Legal Agreement, to: (i) facilitate dissolution/termination of the ERW Consortium, (ii) Address any subsequent liabilities/indemnities of all present (and former) Authorities and (iii) facilitate a reduced notice of withdrawal period to 3 months (as set out in the draft amended clause 15 - **Appendix 2**).

6.3. That authority be delegated to the Head of Legal and Democratic Services to make any further changes to the draft proposals to vary the Legal Agreement in order to achieve the aims set out in paragraph 1.1 of the report , following discussion with the other ERW Authorities and to enter into any documentation necessary to implement any of the recommendations in this report and to protect the Authority's interests.

6.4. That authority be delegated to the Chief Executive , in consultation with the Cabinet Member for Education and Property to issue notice of withdrawal in line with the Deed of Variation.

6.5 Reason for Recommendation: To respond to a formal letter from ERW in respect of proposed changes to the ERW Legal Agreement.

Background Documents: None

Appendices:

1 ERW Letter

2 Draft Deed of Variation

3 Draft Withdrawal Letter

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Senior Responsible Owner: Dr Caroline Turner
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APPENDIX 1 (letter from ERW 17.11.20)

Dear Director/Chief Education Officer,

Re: Variations to Agreement dated 16 July 2014 to constitute a Joint Committee to deliver educational improvements in schools in central and south-west Wales

On 13 November 2020, the ERW Joint Committee considered two reports on proposed changes to the ERW Legal Agreement subject to approval being obtained from each of ERW's Local Authorities. The reports outlined that amendments were required to the Agreement so as to facilitate provision of agreed services to Neath Port Talbot schools during 2020/21 and to facilitate dissolution/termination of the ERW Consortium.

Clause 25 of the Agreement provides that the Executive Board (defined as the body appointed by the Joint Committee on behalf of the Consortium, the responsibilities of which are set out in Schedule 4 to the Agreement) in consultation with the Joint Committee may recommend changes to the Agreement by giving notice to each Authority. Each Authority shall, on receipt of a notice, use all reasonable endeavours to consider within 6 weeks of such receipt, whether to accept the recommendation. If all the Authorities agree to the recommended changes, a memorandum of variation shall be prepared for execution on behalf of each Authority and appended to the Agreement.

Please see attached a draft deed of variation for consideration by your Authority setting out proposed variations to the Agreement. Please can you revert with confirmation that either the recommended changes are acceptable or not or if you consider any amendments are required to the draft deed of variation.

Please accept this letter as formal notice pursuant to clause 25 of the Agreement as detailed above.

Yours sincerely,

E.D. Gareth Morgans

APPENDIX 2

DATED

DEED OF VARIATION

**TO AGREEMENT DATED 16 JULY 2014 TO CONSTITUTE A JOINT COMMITTEE TO
DELIVER EDUCATIONAL IMPROVEMENTS IN SCHOOLS IN CENTRAL
AND SOUTH-WEST WALES**

between

- (1) CARMARTHENSHIRE COUNTY COUNCIL
AND
(2) CEREDIGION COUNTY COUNCIL
AND
(3) CITY AND COUNCIL OF SWANSEA
AND
(4) PEMBROKESHIRE COUNTY COUNCIL
AND
(5) POWYS COUNTY COUNCIL**

This deed is dated [DATE]

Parties

(1) **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall, Castle Hill, Carmarthen SA31 1 JP ("Carmarthenshire")

(2) **CYNGOR SIR CEREDIGION COUNTY COUNCIL** of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion, SA46 0PA ("Ceredigion")

(3) **CITY AND COUNCIL OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea SA 1 3SN ("Swansea")

(4) **PEMBROKESHIRE COUNTY COUNCIL** of County Hall, Haverfordwest, Pembrokeshire SA61 1 TP ("Pembrokeshire")

(5) **POWYS COUNTY COUNCIL** of County Hall, Llandrindod Wells, Powys LD1 5LG ("Powys")

together referred to as the Parties or individually, the Party, howsoever the context requires.

BACKGROUND

- (A) The Parties together with NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Civic Centre, Port Talbot SA 13 1 PJ ("Neath Port Talbot") are party to an agreement to constitute a Joint Committee to deliver educational improvements in schools in central and south-west Wales dated 16 July 2014 (**Agreement**), a copy of which is attached as **Error! Bookmark not defined.Error! Reference source not found.** to this deed].
- (B) Neath Port Talbot, in accordance with clause 15.1 of the Agreement, gave notice in writing to the Parties to withdraw from the Agreement which took effect on 31 March 2020. The Joint Committee were asked by Welsh Government to consider including schools within the geographical area of Neath Port Talbot in some of the programmes managed regionally by Education through Regional Working ("ERW") in order that Neath Port Talbot schools would have access to key national initiatives.

- (C) Carmarthenshire, Ceredigion and Swansea have issued withdrawal notices of intention to withdraw from the Agreement, effective from 31 March 2021. Powys and Pembrokeshire have not given notice to withdraw to date. The Joint Committee at a meeting on 13 November 2020 considered two reports on proposed changes to the Agreement subject to approval being obtained from the Parties. The Joint Committee agreed to the proposed changes to the Agreement to enable access to Neath Port Talbot schools and variations to facilitate termination of the Agreement. Consequently, the parties wish to amend the Agreement as set out in this deed with effect from [[DATE] **OR** the date of this deed] (**Variation Date**).

Agreed terms

Terms defined in the Agreement

In this deed, expressions defined in the Agreement and used in this deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this deed.

1. Variation

- 1.1 With effect from the Variation Date the Parties agree the following amendments to the Agreement so that the Agreement is read to include the following wording:

1.1.2 The Parties agree that the Consortium under the direction of the Joint Committee and the Executive Board can provide the following services to Neath Port Talbot for the period from 1 April 2020 to 31 March 2021:-

- Innovation & QI Schools Quality Improvement
- Engaging Non Pioneers
- Professional Learning - Pioneer Schools
- Initial Teacher Education Partnership Pilots
- Initial Teacher Education Part time & work based
- Non-pioneer Cluster funding
- Higher Education Institutions Accreditation Manager funding
- Higher Level Teaching Assistants
- National Professional Qualification for Headship programme
- Newly Qualified Teachers programme

- Emerging Leader Programmes e.g. Middle Leaders

1.1.3 The Parties agree for the Consortium to receive grant funding from the Welsh Government in respect of Neath Port Talbot's allocation of funding in relation to the Regional Consortia School Improvement Grant ("RCSIG") for the specific services listed above and Education Workforce Council for the Newly Qualified Teachers programme. Where appropriate, the Consortium will distribute the funding to Neath Port Talbot and the schools within their geographical area subject to a deduction in respect of administration charges associated with the provision of the services accessed and distribution of the grant funding. The Parties agree that any funding distributed to Neath Port Talbot from the Consortium will be subject to Terms and Conditions as set out in the grant award letters from Welsh government to ensure value for money and assess outcomes. Any monies unspent or incomplete work for the purpose of which it has been distributed would need to be repaid to the Consortium by Neath Port Talbot.

1.1.4 The Parties agree for the Consortium to invoice Neath Port Talbot in respect of the administration charges associated with the provision of the services and distribution of the grant funding.

1.1.5 The Parties wish to record that as Neath Port Talbot have withdrawn from the Agreement, reference to Authority or Authorities and Consortium within the Agreement shall not include a reference to Neath Port Talbot save that Neath Port Talbot shall remain liable for the obligations, costs and indemnities referred to in the Agreement and accrued at the date of Neath Port Talbot's withdrawal from the Agreement.

1.1.6 The Parties agree the following variations to clause 15 of the Agreement where deletions to the original Agreement are shown in struck through text and additions are shown in underlined text.:-

(A) ~~15.1 Any Authority may withdraw from this Agreement by giving notice in writing to each of the other Authorities to expire 12 months~~ 3 months ~~from the end of the Financial Year in which the notice is given.~~

Any Authority may withdraw from this Agreement by giving at least 3 months' notice in writing to each of the other Authorities

(B) Insertion of new clause

15.6 Where all of the Authorities have given notice to withdraw from this Agreement, the Agreement will be determined and the Joint Committee and the Executive Board shall cease to exist at the end of the Financial Year in which the last notice to withdraw takes effect and the Authorities shall remain liable for the following costs in equal proportions:-

15.6.1 the operational costs calculated to the date of termination; and

15.6.2 costs arising as a consequence of the indemnities referred to in the Agreement including Clauses 10.2, 13.3 and 15.2;

15.6.3 the cost of any redundancies consequent upon the termination; and

15.6.4 any other costs properly incurred in connection with this Agreement or its termination.

1.2 Except as set out herein, the Agreement shall continue in full force and effect.

2. Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

3. Jurisdiction

3.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The COMMON SEAL of CYNGOR SIR)
CEREDIGION COUNTY COUNCIL)
was hereunto affixed in the presence of:

Corporate Lead Officer
Legal & Governance Services

Executed as a Deed by affixing)
the COMMON SEAL of)
CARMARTHENSHIRE COUNTY COUNCIL)
In the presence of

Executed as a Deed by affixing)
the COMMON SEAL of)
PEMBROKESHIRE COUNTY COUNCIL)
In the presence of

Executed as a Deed by affixing)
the COMMON SEAL of)
POWYS COUNTY COUNCIL)
In the presence of

Executed as a Deed by affixing)
the COMMON SEAL of)
CITY AND COUNCIL OF SWANSEA)
In the presence of

APPENDIX 3

DRAFT

To the Directors of Education
Carmarthenshire, Ceredigion, Pembrokeshire and Swansea

Dear Sir,

In accordance with clause 23.6 the Agreement dated 16th July 2014 to Constitute a Joint Committee to Deliver Educational Improvements in Schools in Central and South West Wales ("**the Agreement**") and pursuant to Clause 15.1 of the Agreement (as amended by the Deed of Variation dated) I am formally writing to give notice that this this Authority will withdraw from ERW with effect from 31st March 2021. This is to enable the dissolution of the aero regional consortium in the agreed time scale

I confirm that I have sent a copy of this letter to the Chair and CEO of ERW and to the Directors of Education for the other ERW Authorities.

Yours faithfully

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CABINET EXECUTIVE
15 December 2020

REPORT AUTHOR: Head of Legal & Democratic Services

REPORT TITLE: Amendments to Schedule 4 of the Growing Mid Wales Partnership Inter Authority Agreement

REPORT FOR: Decision

1. Purpose

1.1 To approve amendments to Schedule 4 of the Growing Mid Wales Partnership Inter Authority Agreement to reflect changes to the Regional Learning & Skills Partnership for Mid Wales

2. Background

2.1 On 9th May 2019 Cabinet approved the Inter Authority Agreement (“**IAA**”) for agreeing the Heads of Terms for the Mid Wales Growth Deal between Ceredigion County Council and Powys County Council further to a Cabinet meeting dated 19 March 2019. The Agreement will continue for the duration of the project, being the development of the Outline Business Case for the Mid Wales Growth Deal and for approval of Heads of Terms with the Welsh Government and the United Kingdom Government. The IAA was completed on 11 December 2019 .

3. Advice

3.1 Two reports were presented to the Growing Mid Wales Board on 10 November 2020 (See Appendix 1) setting out the aim of establishing a new Regional Learning & Skills Partnership for Mid Wales (the “**RLSP**”) between Powys CC and by Ceredigion (CCC) and Powys County Council to provide a focus for skills in Mid Wales, and to drive economic growth by ensuring investment in the right skills. The new RSLP will support the delivery of a Post-16 learning offer which is fit for purpose for the Mid Wales economic area and which responds to the needs of local and regional employers. Given the significance of choices made by learners at the age of 14, the new RLSP will engage with schools and others to support effective alignment across the region of progression routes to support the early development of skills and appropriate qualifications.

3,2 The reports to the Growing Mid Wales Board set out the changes required to the IAA to establish the new Regional Learning & Skills Partnership for Mid Wales the Growing Mid Wales Board recommend to the Cabinets of both Authorities that the IAA should be amended to insert a new Schedule 4 (as set out in Appendix 2 to this report) into the Agreement to replace the original Schedule 4.

4. Resource Implications

- 4.1 The RLSP is intended to be fully grant funded and does not involve any further financial commitment on the Council's behalf. However, the Council is committing human resources (officer time) through the planning cycle to ensure the effective establishment of the RLSP.
- 4.2 The Head of Finance (s151 Officer) comments as follows: "I note the resource implications outlined above and set out in the draft Terms of Reference for the RLSP"

5. Legal implications

- 5.1 Legal : The recommendation can be supported from a legal point of view
- 5.2 The Head of Legal and Democratic Services (Monitoring Officer) has commented as follows: "I note the legal comment and have nothing to add to the report".

6. Recommendation

- 6.1 To approve the amendments to Schedule 4 of the Inter Authority Agreement as set out in Appendix 2 to the report.
- 6.2 Reason for the Decision: To ensure that appropriate governance arrangements are in place.

Appendices:

- 1 Reports to Growing Mid Wales Board on 10 November 2020
- 2 Draft Amended Schedule 4 to IAA

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Senior Responsible Owner:	Dr Caroline Turner



REPORT TO THE GROWING MID WALES BOARD

10th November 2020

REPORT TITLE: Regional Learning & Skills Partnership for Mid Wales:
Establishment, Governance & Management Report

REPORT FOR: Decision / Discussion

1. Purpose

This document sets out:

- What the Regional Learning & Skills Partnership for Mid Wales (the “RLSP”) is;
- How the RLSP will be established;
- How the RLSP will be governed and managed;
- The RLSP vision, mission and objectives;
- The RLSP Terms of Reference (ToR).

2. What is the Regional Learning and Skills Partnership for Mid Wales and why is it established?

The RLSP will be established by Ceredigion County Council (CCC) and Powys County Council (PCC) (“the Local Authorities”) to provide a focus for skills in Mid Wales, and to drive economic growth by ensuring investment in the right skills.

It will support the delivery of a Post-16 learning offer which is fit for purpose for the Mid Wales economic area and which responds to the needs of local and regional employers. Given the significance of choices made by learners at the age of 14, the RLSP will engage with schools and others to support effective alignment across the region of progression routes to support the early development of skills and appropriate qualifications.

3. Establishing the RLSP

The RLSP will be established in two stages:

1. There will be an interim period from 1st October 2020 (or as soon as is practicably possible) until 31st March 2021 during which time

the RLSP will have been established as an interim body. The interim body will make arrangements for establishment of the permanent body. During the initial period the RLSP will focus on the key areas of work required, in order to provide a clear programme for the permanent body to pursue, including the key areas of structure, needs identification, partnership building and future planning.

2. The permanent body will be established from 1st April 2021.

4. Our vision - as set out in the Mid Wales Growth Deal Inter-Authority Agreement (“the IAA”)

Our vision is to align the public and private sectors in order to address the supply and demand issues for an effective agile workforce, with the appropriate skill level to attract inward investment to Mid Wales and improve communication networks between sectors to understand and identify learning and career pathways into long term, appropriate employment for the citizens of Mid Wales.

5. Our mission – with slight variation from that set out in the IAA

The RLSP Board will act as a stakeholder group engaging and consulting with specific sectors, industries and regions:

- To identify and respond to the needs of employers and learners across Mid Wales.
- To engage with employers, sectors and stakeholders to identify current and future skills needs across the region, and plan accordingly
- To align activity to future demand and stimulate innovation through learning and employment, underpinned by a continuous focus on entrepreneurship.
- To enable an inclusive regional response to Welsh Government policy and initiatives
- To align activity with the skills requirements of the Growing Mid Wales Partnership,

6. Our objectives – with slight variation from that set out in the IAA

- To work with key stakeholders to identify skill requirements from the private sector in Mid Wales
- Establish methodologies to identify future employment opportunities across all sectors
- Establish a curriculum strategy group to align learning pathways and progression routes for all learners from KS4 / 5 into work-based learning training programmes / Further Education / Higher Education or a regional apprenticeship scheme or occupational schemes.

- Introduce Higher Education degree and masters courses aligned to the future skills agenda for employment opportunities in Mid Wales
- Establish a regional apprenticeship scheme (including shared apprenticeships) that bridges and aligns public and private sectors which recognizes the transferability of skills.
- Produce innovative career guidance for all learners in Mid Wales to link learning and career pathways
 - Develop the concept of ‘Centres of Excellence’ in Mid Wales
 - Work with a range of partners to ensure opportunities for career- long support for upskilling the current workforce, including those in short term employment
- All of the actions would be underpinned by a strong bilingual focus contributing, via the unique bilingual education system and workforce across Mid Wales, to the vision of a million Welsh speakers by 2050

7. How will it be governed?

Mid Wales partners have worked together to set out governance and management arrangements for the Mid Wales Growth Deal. As part of this PCC and CCC have signed an Inter-Authority Agreement (IAA).

The IAA puts in place clear arrangements about how the two Local Authorities will work together, the terms of reference for key decision-making and advisory forums – and Host Authority functions.

The IAA contains the Terms of Reference (ToR) for the RLSP. The ToR as at September 2020 are provided at the end of this document for ease of reference (see **Appendix 1**), however the current version of the IAA (or updated as applicable) master document should be referred to for accuracy.

A secondary IAA will be developed as we near Heads of Terms to ensure we continue to evolve and develop these arrangements to meet the needs of the Growth Deal for the delivery phase.

The RLSP Board is one of three advisory boards which feed into the Growing Mid Wales Joint Committee which is a decision-making board. This structure is underpinned by the operational Management Group and Regional Working Groups (see **figure 1**).

Internally, the interim RLSP governance framework will be as per **figure 2**.

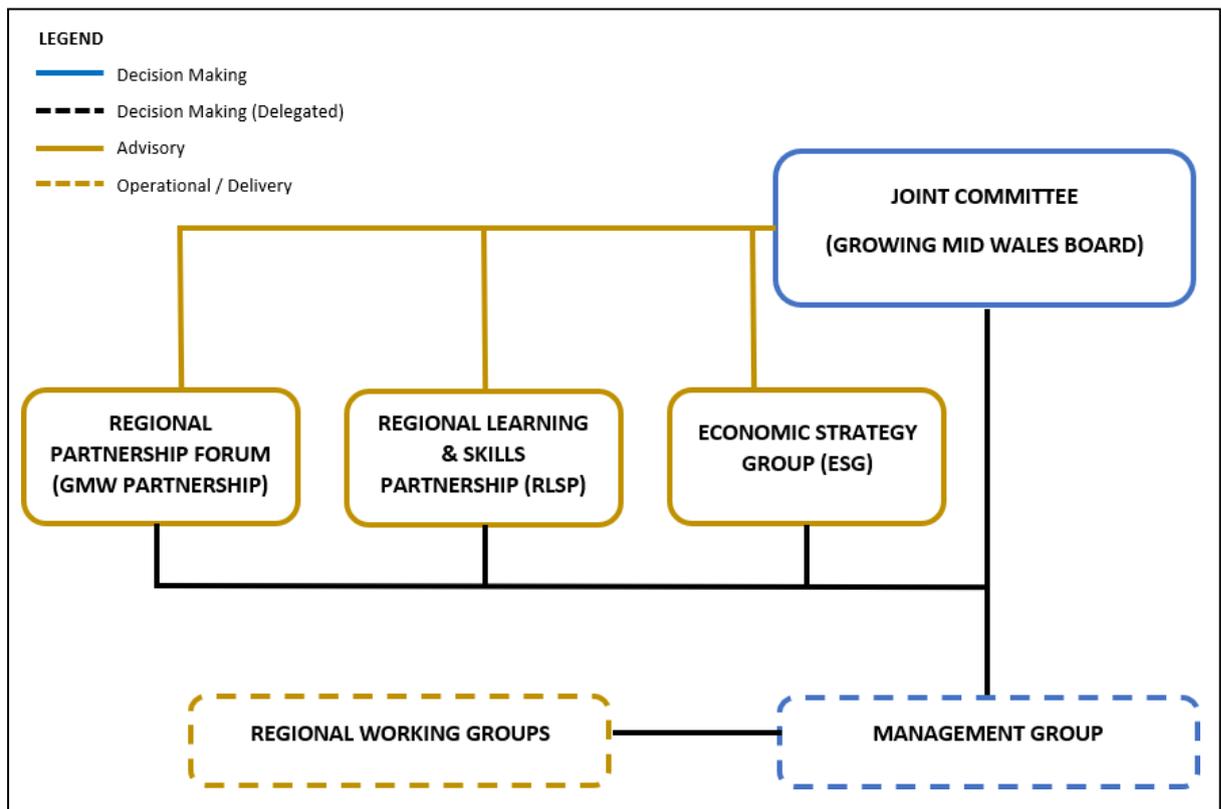


Figure 1 Mid Wales Growth Deal Governance Framework

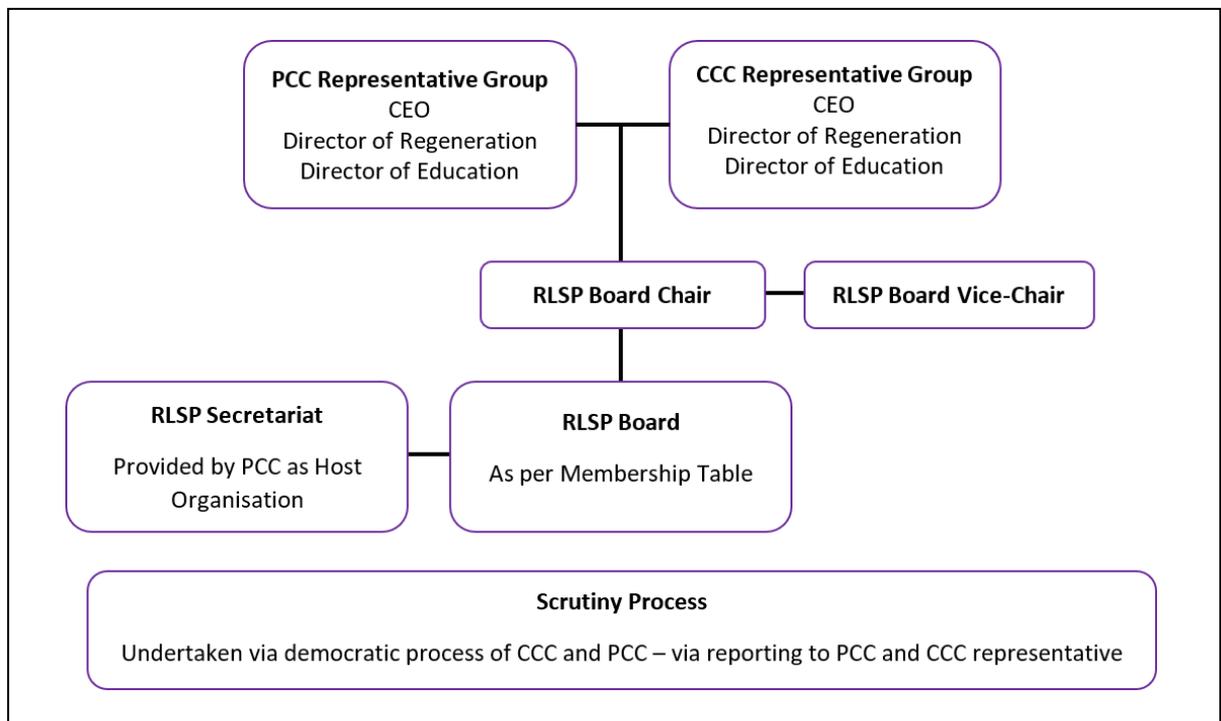


Figure 2 Interim Governance Structure for RLSP

8. Electing the Chair

Recommendations will be made to the Joint Committee for a decision, and will be in keeping with guidance from Welsh Government, which requires the chair to be a representative from the private sector.

9. Membership

The interim IAA holds the Interim ToR for the RLSP but working towards a permanent board for the RLSP from March 31st, 2021, new membership needs to be established.

The ToR set out a proposed membership table for the RLSP. The Local Authorities agree that the table below will replace the originally proposed table:

Membership of the RLSP	
2 x Higher Education Representatives	One representative from each of the Universities (Aberystwyth and UWTSD)
2 x Further Education Representatives	One representative from each of the colleges (NPTC and Coleg Sir Gâr)
2 x Education & Skills Representatives	One officer from each Local Authority
2 x Strategic Workforce Planning leads	One officer from each Local Authority
2 x Regeneration Representatives	One officer from each Local Authority
2 x Health Representatives	One representative from each of the Health Boards (Powys Teaching Health Board and Hywel Dda Health Board)
Training providers	National Training Federation for Wales + WBL providers from each LA
Industry / Employers The Strategic Growth Priorities for Growing Mid Wales are: <ul style="list-style-type: none"> • Agriculture, Food & Drink • Transport • Supporting Enterprise • Skills & Employment • Energy • Strengthened Tourism Offer • Applied Research & Innovation • Digital 	A representative each from the sectors derived from the regional vision, with a focus on: <ol style="list-style-type: none"> 1. Tourism – to include hospitality and catering 2. Manufacturing 3. Agriculture and the land-based economy 4. Public Services – which might include local and national government, emergency services & defence 5. Foundation sectors * 6. Digital Services <p>*This “sector” is particularly significant in its relative scale in Mid Wales and includes infrastructure, utilities, food processing, retailing and distribution, and health, education and welfare. This would merit further breakdown, with particular merit in prioritizing considering representation from health and social care (education is represented in other segments)</p>

These areas should all be covered by the representation that is proposed for the RLSP.	
Economic Strategy Group Mid Wales	Representative to be nominated
Growing Mid Wales Partnership	Representative to be nominated
Careers Wales	
Job Centre Plus	
RLP Manager	
Other	Other industry, employer groups, higher education institutions or third sector partners to be invited as required. These could include local voluntary associations and education or training partners from outside the two authorities who might wish to work within the two authorities, or who can offer routes into education or training for the people of the Mid Wales region.

10. Meeting Frequency

In accordance with the RLSP ToR “meetings of the RLSP Board are to be scheduled on a bi-monthly basis will be reviewed as necessary; however, it shall be a requirement for the RLSP Board to meet at least once every quarter.” In addition, it is agreed that the RLSP will meet two weeks prior to Joint Committee in order to provide timely feedback.

11. Management of the RLSP

The RLSP will work closely with the Management Group and the Programme Management Office (PMO) of the Mid Wales Growth Deal in order to ensure close alignment.

The Administration Team will be the same as for the Mid Wales Growth Deal.

12. Programme Management Office (PMO)

Alongside regional governance, the development of a Programme Management Office (PMO) to support the development of the Mid Wales Growth Deal that sits underneath the GMW Management Group is currently underway.

To date the PMO has remained flexible in its design and operation – as requirements evolve over time. Proposals for further development and expansion will be considered utilising officers from both Local Authorities and relevant regional partners working together as one team.

The PMO will play a key role in:

- Governance Support: Co-ordinating and servicing the business needs of regional committees.
- Operational Management: People, Budget, Risk & Issues, Strategic Planning & Activity Reporting
- Programme Development: Organising and co-ordination of workstreams, project engagement, and project development/sponsor support.
- Communication & Stakeholder Engagement: Co-ordinating key messages and communications activity.
- Co-ordination across wider regional activity: EU funding (RET), Transport (TRaCC) & Regeneration Funding.

Establishing the right capacity and capability to deliver our business needs as part of developing and delivering the Growth Deal has been deemed essential by the Board. Initial funding from the Local Authorities alongside Welsh Government will help further develop this capacity, with active proposals being developed through the Welsh European Funding Office.

The staffing structure of the office will continue to be developed in tandem with the evolving needs of the Growth Deal – and to align with the expectations of both authorities.



REPORT TO THE GROWING MID WALES BOARD

10th November 2020

REPORT TITLE: Amending the Inter Authority Agreement to reflect changes to Terms of Reference of the Regional Learning & Skills Partnership

REPORT FOR: **Decision**

1. Purpose

This document sets out:

- What changes are required of the Inter Authority Agreement (IAA) to reflect the changes to the Regional Learning & Skills Partnership for Mid Wales (the “RLSP”) agreed by the Board;
- To recommend to the Cabinets of both Authorities that the IAA is amended to insert a new Schedule 4 (as set out in Appendix 1 to this report) into the IAA to replace the original Schedule 4.

2. What amendments to the IAA are required to reflect the changes to the Regional Learning & Skills Partnership for Mid Wales?

The Schedule 4 of the IAA approved by both Cabinets provide for the Terms of reference of the RLSP and the Board has approved amended Terms of Reference which must now be incorporated within the IAA.

In the circumstances it recommended that the Board recommends to the Cabinets of both Authorities that the IAA is amended to insert a new Schedule 4 (as set out in Appendix 1 to this report) into the IAA to replace the original Schedule 4.

SCHEDULE 2

Appendix 1:

Draft Amended Schedule 4 Regional Learning and Skills Partnership Board: Terms of Reference

1. Name

- 1.1 The name and current working title of the board shall be the Regional Learning and Skills Partnership Board (“the RLSP Board”) for Mid Wales, Partneriaeth Dysgu a Sgiliau Rhanbarthol Canolbarth Cymru

2. Vision

- 2.1 To align the public and private sectors in order to address the supply and demand issues for an effective agile workforce, with the appropriate skill level to attract inward investment to Mid Wales and improve communication networks between sectors to understand and identify learning and career pathways into appropriate long term employment for the citizens of Mid Wales.

3. Mission

- 3.1 The RLSP Board will act as a stakeholder group engaging and consulting with specific sectors, industries and regions:
- To identify and respond to the needs of employers and learners across Mid Wales.
 - To engage with employers, sectors and stakeholders to identify current and future skills needs across the region and plan accordingly
 - To align activity to future demand and stimulate innovation through learning and employment
 - To enable an inclusive regional response to Welsh Government policy and initiatives
 - To align activity with the skills requirements of the Growing Mid Wales Partnership

4. Our Objectives – as set out in the IAA

- 4.1 To work with the Economic Strategy Group (ESG) to identify skill requirements from the private sector in Mid Wales

- 4.2 Establish methodologies to identify future employment opportunities across all sectors
- 4.3 Establish a curriculum strategy group to align learning pathways and progression routes for all learners from KS4/5 into work-based learning training programmes / Further Education / Higher Education or a regional apprenticeship scheme or occupational schemes.
- 4.4 Introduce Higher Education degree and masters courses aligned to the future skills agenda for employment opportunities in Mid Wales
- 4.5 Establish a regional apprenticeship scheme (including shared apprenticeships) that bridges and aligns public and private sectors and which recognizes the transferability of skills.
- 4.6 Produce innovative career guidance for all learners in Mid Wales to link learning and career pathways.
- 4.7 Develop the concept of 'Centres of Excellence' in Mid Wales.
- 4.8 Work with a range of partners to ensure opportunities for career-long support for upskilling the current workforce, including those in short term employment.
- 4.9 All of the actions would be underpinned by a strong bilingual focus contributing, via the unique bilingual education system and workforce across Mid Wales, to the vision of a million Welsh speakers by 2050

5. Membership

5.1 The membership will consist of those in the table below:

Membership of the RLSP	
2 x Higher Education Representatives	One representative from each of the Universities (Aberystwyth and UWTSD)
2 x Further Education Representatives	One representative from each of the colleges (NPTC and Coleg Sir Gâr)
2 x Education & Skills Representatives	One officer from each Local Authority
2 x Strategic Workforce Planning leads	One officer from each Local Authority
2 x Regeneration Representatives	One officer from each Local Authority
2 x Health Representatives	One representative from each of the Health Boards (Powys Teaching Health Board and Hywel Dda Health Board)
Training providers	National Training Federation for Wales + WBL providers from each LA

<p>Industry / Employers</p> <p>The Strategic Growth Priorities for Growing Mid Wales are</p> <p>Agriculture, Food & Drink</p> <p>Transport</p> <p>Supporting Enterprise</p> <p>Skills & Employment</p> <p>Energy</p> <p>Strengthened Tourism Offer</p> <p>Applied Research & Innovation</p> <p>Digital</p> <p>These areas should all be covered by the representation that is proposed for the RLSP.</p>	<p>A representative each from the sectors derived from those identified in AECOM Report:</p> <ol style="list-style-type: none"> 1. Tourism – to include hospitality and catering 2. Manufacturing 3. Agriculture and the land-based economy 4. Public Services – which might include local and national government, emergency services & defence 5. Foundation sectors * 6. Digital Services (this group is in addition to the AECOM-defined groups) <p>*This “sector” is particularly significant in its relative scale in Mid Wales and includes infrastructure, utilities, food processing, retailing and distribution, and health, education and welfare. This would merit further breakdown, with particular merit in prioritizing considering representation from health and social care (education is represented in other segments)</p>
Economic Strategy Group Mid Wales	Representative to be nominated
Growing Mid Wales Partnership	Representative to be nominated
Careers Wales	
Job Centre Plus	
RLP Manager	
Other	<p>Other industry, employer groups, higher education institutions or third sector partners to be invited as required. These could include local voluntary associations and education or training partners from outside the two authorities who might wish to work within the two authorities, or who can offer routes into education or training for the people of the Mid Wales region.</p>

- 5.1 Observer members and co-opted experts may be invited as needs arise
- 5.2 The RLSP Board shall exist for 1 year and then be re-nominated. Members shall be eligible for re-nomination
- 5.3 The RLSP Board shall appoint a Chair and Vice-Chair at its first meeting bi-annually. If it is necessary for the RLSP Board to appoint an Interim Chair, the appointment will be reviewed every 3 months.
- 5.4 Failure to attend three consecutive RLSP Board meetings will result in a new nomination being sought to represent the sector / stakeholder group
- 5.5 The secretariat function will be fulfilled by the officers employed to undertake the work of the Regional Learning and Skills Partnership

5.6 Members may appoint substitutes to represent their sector when necessary, all names of nominated substitutes to be sent to the Secretariat in advance of the meetings

6. Core Principles and Responsibilities

6.1 Members of the RLSP Board shall be expected to work on the basis of mutual support, shared values and a culture of joint working and collaboration

6.2 Members of the RLSP Board commit to the Nolan Principles

6.2.1 Integrity – members should avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work

6.2.2 Objectivity – Members should act and take decisions impartially, fairly and on merit and for the widest benefit of others

6.2.3 Accountability – Every Member will act on behalf of the stakeholders or groups they represent, and it is expected that every member will ensure that reasonable arrangements are in place to report back on their work

6.2.4 Openness – Members should act and take decisions in an open and transparent manner

6.2.5 Confidentiality – Every Member should respect confidentiality, and where relevant ensure that confidential material is protected and that it is not use without permission from the RLSP Board (as a collective) or for private purposes

6.2.6 Accountability – every member is accountable to the public for their decisions and must submit themselves to scrutiny if necessary

6.2.7 Honesty – every member should be truthful

6.2.8 Declarations – Every member should declare any interest that could influence discussions or decisions taken by the RLSP Board, and they will be recorded by the secretariat

6.2.9 Promoting equality and respect for others – Every member should undertake their responsibilities with due regard to the need to promote equal opportunity for all and demonstrate respect and consideration towards others

6.3 Members of the RLSP Board are expected:

6.3.1 To co-operate strategically on behalf of stakeholders across Mid Wales

- 6.3.2 To attend regular meetings of the RLSP Board
- 6.3.3 To prepare thoroughly for all meetings by reading the minutes and accompanying papers as well as to contact and discuss any matter that is relevant to the work of the RLSP Board with others they represent as required
- 6.3.4 To be prepared to contribute to meaningful discussions at RLSP Board meetings and to listen, give due consideration to and respect the opinions and views of others
- 6.3.5 To communicate information about any work or development relevant to their sector
- 6.3.6 To convey and promote the decisions of the RLSP Board within their sector and report, on a regular basis, the work of the RLSP Board
- 6.3.7 To recognise and respect the worth and contribution of each member
- 6.3.8 To represent the RLSP Board effectively on other groups, forums and partnerships as required and to ensure that the views of the RLSP Board are conveyed clearly and firmly on all occasions
- 6.3.9 To participate in meetings, events and other activities organised by the RLSP Board from time to time.

7. Operational Procedures of the Board

- 7.1 The Regional Learning and Skills Partnership host organisation (...) will fulfil the administrative and financial functions of the RLSP Board and shall be responsible for providing secretariat functions to the RLSP Board
- 7.2 Meetings of the RLSP Board are to be scheduled on a bi-monthly basis will be reviewed as necessary; however, it shall be a requirement for the RLSP Board to meet at least once every quarter
- 7.3 The Chair of the RLSP Board shall be responsible for calling meetings of the RLSP Board with the support of the secretariat
- 7.4 The secretariat shall provide written notice of the time, date and location of the RLSP Board meeting to all members at least 10 working days before the date fixed for the meeting
- 7.5 If a member of the RLSP Board wishes to include an item on the agenda of the RLSP Board meeting, they should notify the secretariat at least 5 working days prior to the date of the meeting. The Chair of the RLSP Board and secretariat shall agree the final content of the agenda for the RLSP Board meeting

- 7.6 If a member of the RLSP Board wishes to present a written report to the RLSP Board, they should ensure that the secretariat receives an electronic version of the report at least 7 working days before the date of the meeting. The Chair of the RLSP Board has the discretion to take any items that are of an urgent or informative nature that would benefit the discussion at the meeting
- 7.7 The secretariat shall distribute the final agenda and reports for the RLSP Board meeting electronically at least 5 working days before the date of the meeting
- 7.8 For RLSP Board meetings, 6 members (including the Chair or the Vice-Chair in their absence) shall comprise a quorum
- 7.9 The RLSP Board shall conduct its business in an open and transparent way and in a spirit of consensus and mutual respect. Therefore, the RLSP Board shall endeavour to arrive at a decision on matters by consensus. If consensus cannot be reached, the Chair of the RLSP Board shall ask for a vote and a simple majority shall carry the vote. If necessary, the Chair of the RLSP Board shall ask for a second vote or shall use their casting vote
- 7.10 It shall be expected that decisions of the RLSP Board will be implemented. However, where executive authority is required, decisions shall be referred to the decision-making bodies of individual authorities / stakeholders for consideration and the outcomes of these considerations shall be reported back to the RLSP Board.
- 7.11 The secretariat shall be responsible for keeping minutes of the RLSP Board and distributing them to members of the RLSP Board
- 7.12 Copies of these minutes shall be made available by the secretariat on request
- 7.13 The Welsh and English languages have equal status and the RLSP Board will work to Ceredigion's Welsh Language Standards

8. Accountability and Resources

- 8.1 as host will monitor and be accountable for the financial management of the RLSP Board to ensure that the funder's and financial guidelines of the Authority are followed
- 8.2 Scrutiny of the RLSP Board will be undertaken through the democratic process of Ceredigion and Powys and through regular updates to the Local Authority representative groups (Chief Executives; Regeneration and Education Directors)
- 8.3 **Finance:** Welsh Government currently supports the existing Regional Skills Partnerships, each at a cost of circa £150k per year. Discussions with Welsh Government confirm that the Mid Wales Regional Learning and Skills Partnership would be funded in the same

way, and to the same level as the other partnerships. Additionally, a commitment to a half-year funding from October 2020 has been made to facilitate the establishing of the new partnership, and previously a sum of £30k was committed to support the work leading to the setting up of the partnership.

9. Amending the Constitution

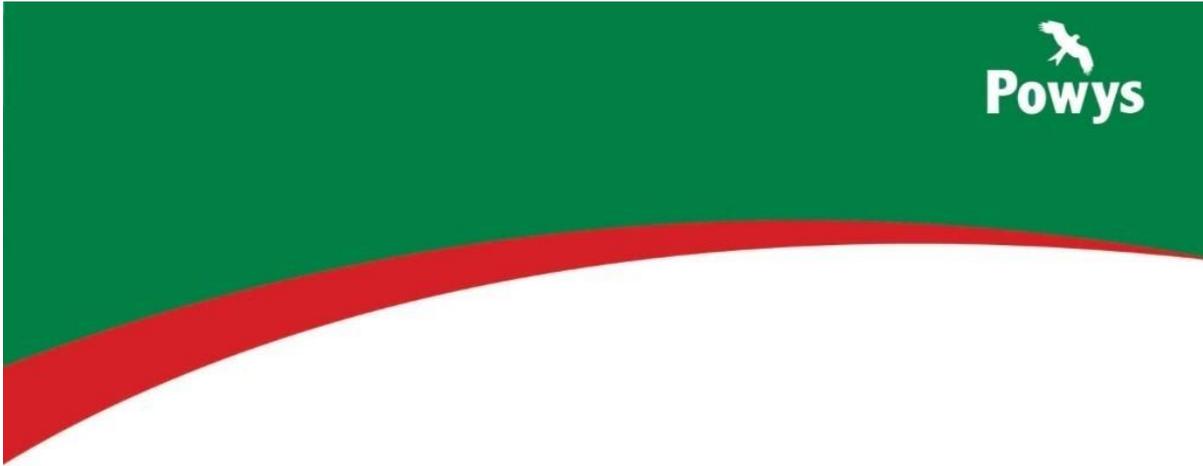
- 9.1 The RLSP Board shall undertake an annual self-assessment to assess the effectiveness of the RLSP Board, including its future consideration
- 9.2 The RLSP Board shall review the terms of reference on an annual basis and amend it as necessary

10. Commitment

- 10.1 Each member shall sign a copy of the RLSP Board's terms of reference on behalf of the organisation they represent, as a sign of their support and commitment to the vision, mission and objectives of the Regional Learning & Skills Partnership for Mid Wales, Partneriaeth Dysgu a Sgiliau Rhanbarthol Canolbarth Cymru.

Signed:
On behalf of:
Date:

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Health and Care Scrutiny Committee

Scrutiny Observations to Cabinet – Powys Health and Care Academy

The Health and Care Scrutiny Committee undertook virtual scrutiny of the Powys Health and Care Academy in the week up to 9 December 2020.

The Committee recognises the need for the proposal and supports the project but make the following observations:

- Within the blueprint, we would have expected to see a timetable for the next stages and a timeframe for implantation of each stage. It would be helpful to see the envisaged implementation timetable so that scrutiny can consider when to request further sight of next stage plans.
- Legal implications – this is not directly answered in the report to cabinet. Going forward this will need further consideration. In particular, once governance and accountability are clear.
- Clarity is needed regarding any risks there might be in delivery against the ICF funded outcome. Funding is only available in the short term and detail of the longer term commitment should be sought. Given long term funding information is not set out in the blueprint - will Powys CC be expected to provide any funding– either in its development or once operational?
- How will success of the Academy be measured? Will there be clear indicators in order to ensure a) quality of learning is delivered, b) that learning impacts quality of care provided by the service and c) that the academy is value for money
- The proposal represents an opportunity to develop a collaborative approach to address future workforce challenges
- This major project underlines how important it is that scrutiny now extends to the decisions/proposals of the Regional Partnership Board and will be actively embraced by the Health and Care Scrutiny Committee
- Scrutiny engagement with these proposals should have been offered and facilitated at an earlier stage. It is important that scrutiny continues at every appropriate stage of the project.
- The papers set out clear benefit of the Academy in relation to a health workforce. The benefit to care workforce issues is significantly less clearly

analysed suggesting an imbalance in ambition and perhaps a lesser appetite for collaborative input on the part of the County Council. If this imbalance does exist and is not swiftly addressed, it is likely that potential social care outputs will be significantly underachieved.

- The relation of the Health and Care Academy to the North Powys Regional Rural Centre needs to be presented explicitly in the papers, and should be articulated clearly to Scrutiny and Cabinet
- Proposals have the potential to close the divide between rural and urban education/learning opportunities especially for 16-18 young adults who are not planning on university education at the traditional point in their lives.
- Further detail in respect of governance, both in relation to the project, and in relation to the Academy itself in the long term is required
- We note that in the past Powys has been a leader in aspects of technology. As the Academy develops it should have the flexibility to adapt to changing localised needs, opportunities and risks.
- The Academy should not operate in a silo and must continue to share and draw on best practice and innovation from across Wales and the UK.

Members of the Health Care and Housing Scrutiny Committee: County Councillors A Jenner (Chair), J Gibson-Watt, S Hayes, E Jones, S McNicholas, G Morgan, K Roberts-Jones, D Rowlands, L Rijnenberg, A Williams, R Williams and J M Williams