Dated 2012

- (1) CARMARTHENSHIRE COUNTY COUNCIL
- (2) CEREDIGION COUNTY COUNCIL
- (3) CITY AND COUNTY OF SWANSEA COUNCIL
- (4) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
- (5) PEMBROKESHIRE COUNTY COUNCIL
- (6) POWYS COUNTY COUNCIL

## INTER AUTHORITY AGREEMENT

- for -

# REGIONAL INTEGRATED SCHOOL IMPROVEMENT SERVICE

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

## **BETWEEN:**

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

# **BACKGROUND**

- (1) The members of the region are the education authorities for their respective administrative areas
- (2) In pursuance of ss.101, 102 and 113 of the Local Government Act 1972, Section 25 of the Local Government (Wales) Act 1994, Sections 2, 19 and 20 of the Local Government Act 2000, Section 9 of the Local Government Wales Measure 2009 and/or all other powers enabling them, the Councils have agreed to work in co-operation and share resources with a view to securing the most effective, efficient and economic discharge of their school improvement functions and, in particular, for the purposes described in this Agreement.
- (3) The Councils have agreed to establish a RISIS Board for the purposes of carrying out duties and responsibilities more particularly described in this Agreement with the following core aims:-
  - Aim 1: To raise standards of achievement and attainment for all children and young people in educational environments that are inclusive and safe and which support their general wellbeing.
  - Aim 2: To work with others in the region to improve learning environments so that the potentially adverse impact of both rural and urban deprivation can be addressed.
  - Aim 3: To significantly improve schools where there is low or under-performance and to aspire to 'every school a great school'.
  - Aim 4: To continue to improve the quality of leadership and teaching in schools.
  - Aim 5: To make efficient and effective use of human and financial resources including the planning of school places.

#### IT IS AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:
  - "Agreement" means this Agreement comprising the terms and conditions and the schedules attached.
  - "Annual Costs" means the costs to the relevant Lead Council of discharging its functions on behalf of the Councils under this Agreement.
  - "Authorised Representative" means the Authorised Representative appointed by each Director of Education from time to time to represent him for the purposes of this Agreement
  - "The Central Team" means a unit set up to support the Regional Integrated School Improvement Service and to carry out the roles described in the Third Schedule.
  - "Commencement Date" means the date on which this Agreement is signed by the Councils
  - "Councils" means the councils which are party to this Agreement.
  - "DPA" means the Data Protection Act 1998.
  - "Director of Education" means any one of the chief officers of each Council who is responsible for its education function.
  - "FolA" means the Freedom of Information Act 2000 and for the purposes of this Agreement will include the Environmental Information Regulations 2004
  - "Funding" means funding including grants provided to the Programme other than financial contributions from the Councils.

"Hub Arrangements" means the arrangements as set out in the Fourth Schedule

"Lead Council" means the Council which is appointed from time to time to lead on various elements of this Agreement

"Loss" includes any loss directly suffered by a Council together with any damage, expense, liability or costs reasonably incurred in contesting any claim to liability and in quantifying such loss and liability

"The Programme" means a programme to build sustainable, collaborative capacity in order to improve educational and wellbeing outcomes for all children and young people and to work towards achieving excellence in all educational establishments in the region in accordance with the Strategy.

"The Programme Manager" means a manager appointed from time to time to manage progress of the Programme under the direction of the RISIS Board.

"The RISIS Board" means the group established by the Councils to manage the effective, efficient and economic discharge of the Programme and to implement the Strategy on behalf of the Councils and which will have the roles contained in the First Schedule and which will operate in accordance with the arrangements contained in the Second Schedule

"The Strategy" means the strategy for regional school improvement which has been adopted by each of the Councils

- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted
- 1.3 The singular includes the plural and vice versa
- 1.4 Persons shall include bodies corporate, partnerships, firms, unincorporated associations and natural persons

#### 2. TERM

This Agreement shall come into effect on the Commencement Date and shall continue in force until the Councils agree in writing to its termination

# 3. **GENERAL PRINCIPLES**

- 3.1 The members of the Consortium agree to work together in good faith and in an open, collaborative and constructive manner in relation to delivery of school improvement by establishment of a Regional Integrated School Improvement Service in accordance with the terms of this Agreement
- 3.2 The Authorities agree to share relevant data and knowledge, where appropriate
- 3.3 The Councils agree that the Agreement shall be evidence of a legally binding relationship and mutual commitments between them acting together as a region
- 3.4 In making this Agreement each of the Councils confirm that they have in place an appropriate scheme of delegation under which the roles set out in the First Schedule hereof are delegated wholly to the Directors of Education who are appointed to the RISIS Board and the Authorised Representatives of the Directors of Education as appropriate and do not require to be ratified in any way by the individual Councils

# 4. THE RISIS BOARD

- 4.1 The Councils agree to establish the RISIS Board in accordance with the provisions of the Second Schedule, to undertake the roles set out in the First Schedule of this Agreement or such other roles and/or responsibilities as may be further agreed from time to time by the Councils
- 4.2 The RSIS Board may recommend such matters which are not considered to be in the ambit of the First Schedule for consideration and decision by each Council in accordance with each Council's Constitution

# 5. THE LEAD COUNCILS AND TREASURER

5.1 For the purposes of discharging the functions detailed in the remainder of this paragraph, it is hereby agreed that the functions listed in Column 1 below shall be initially undertaken by the Council listed in Column 2 below;

Column 1 Column 2

Management of the Central Team Swansea

Administration of the RISIS Board Carmarthenshire

Legal and Monitoring Officer Services Ceredigion

Contracts / Procurement Powys

Human Resources Neath Port Talbot

Finance Pembrokeshire

**PROVIDED ALWAYS** that the Councils may by agreement from time to time vary the arrangements detailed in Columns 1 and 2 above

- 5.2 The Lead Council responsible for management of the Central Team shall, subject to the provisions of the First and Third Schedules, employ and manage sufficient staff as it considers reasonable to enable the Programme to operate in an efficient and cost-effective manner in accordance with its usual terms and conditions
- 5.3 The Lead Council responsible for administration shall act as clerk and host the RISIS Board and provide other requisite support services, including translation facilities
- 5.4 The Lead Council responsible for Finance shall oversee the costs of the Programme and ensure that the accounting practices adopted in the administration of this Programme comply with relevant legislation and good practice
- 5.5 The Lead Council responsible for Legal and Monitoring Officer Services shall oversee the governance arrangements and operation of the Board in accordance with this Agreement to ensure that it complies with all legal requirements
- 5.6 The Lead Council responsible for Contracts and Procurement shall carry out the instructions of the RISIS Board to arrange legally compliant procurement exercises and draft contracts for services as appropriate in relation to the Programme
- 5.7 The Lead Council responsible for human resources shall oversee and advise upon the common employment issues which emerge from the operation of this Agreement

5.8 The RISIS Board shall determine which Councils shall act as Lead Council in relation to various streams of Funding and financial contributions from the Councils in terms of holding, managing and distributing the Funding and financial contributions on behalf of the Councils.

## 6. FINANCE

- 6.1 At the first meeting of the RISIS Board after the date of this Agreement, the RISIS

  Board shall receive a report from the Lead Council responsible for Finance in relation
  to the estimated Annual Costs of the Programme for the remaining proportion of that
  financial year
- 6.2 In subsequent years an initial forecast will be submitted by the Lead Council responsible for Finance for consultation by 31<sup>st</sup> December of each year and approval sought for the anticipated Annual Costs by 31<sup>st</sup> January
- 6.3 Any increase to the baseline Annual Costs should be agreed by the RISIS Board with clear funding options and sources identified
- 6.4 In respect of any Funding, the Lead Council responsible for Finance shall present a report to the RISIS Board outlining the sums which have been granted to the Programme as and when the Lead Council becomes aware of the same
- 6.5 The Lead Councils shall be entitled to recover an amount equal to the Annual Costs which have been properly and reasonably incurred in undertaking the responsibilities allocated under this agreement including the payment of wages, expenses, pension contributions and termination / redundancy payments for employees. A detailed analysis of the Annual Costs will be collated and presented to the RISIS Board on a half-yearly basis by the Lead Council responsible for Finance.
- 6.6 The RISIS Board shall agree the Annual Costs which have been properly and reasonably incurred and each of the Councils shall contribute towards the Annual Costs in proportions based on pupil numbers

- 6.7 The contributions specified in Clause 6.6 shall be made by the Councils half-yearly in arrears based on an invoice for the agreed amounts submitted by the relevant Lead Council.
- 6.8 Audit arrangements will apply based on the local arrangements of the Lead Council responsible for Finance.

## 7. GENERAL WARRANTIES

Each Council warrants that:

- 7.1 it is not aware as at the Commencement Date of anything within its control which might or will adversely affect its ability to fulfill its obligations under this Agreement.
- 7.2 except as expressly provided for in this Agreement, it shall not represent itself as being any other Council, nor an agent, or employee of any other Council, and shall not hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of any other Council, and nothing in this Agreement shall operate so as to constitute any one Council being an agent or employee of any other
- 7.3 nothing in this Agreement shall be deemed an intention, either express or implied, to form a partnership regulated by the Partnership Act 1890, or a corporate entity limited by shares or by guarantee.
- 7.4 it will, at its own cost co-operate fully with the other Councils and provide such information and assistance as the others may reasonably require in connection with any actual or potential legal proceedings, arbitration hearings, inquiries, ombudsman enquiries, inspections, internal investigations and disciplinary hearings arising out of or in connection with the provisions of this Agreement provided that such obligations shall not extend to any such proceedings between the Councils.
- 7.5 it will agree to promptly notify the other Councils by written notice upon contemplating the commencement of proceedings or upon becoming aware of or

upon being in receipt of any process or other notice of the commencement of proceedings in which any Council is named in connection with this Agreement

# 8. ASSIGNMENT

The rights and obligations under this Agreement are personal to the Councils and no Council shall be able to assign, transfer, charge or otherwise deal with them without obtaining the prior written consent of the other Councils unless such assignment or transfer is as a consequence of any legislative provisions.

# 9. INTELLECTUAL PROPERTY

- 9.1 All intellectual property rights in any material created in connection with the Programme by any Council or Councils under this Agreement, shall be held by the Council or Councils on trust for the benefit of the Councils equally
- 9.2 Each Council warrants that any intellectual property created by any of its officers for the purposes of the Agreement will not infringe any third party's intellectual property rights
- 9.3 The relevant Council shall indemnify the other Councils against any loss arising out of any dispute or proceedings brought by a third party alleging infringement of its intellectual property rights by use of the same by that Council for the purpose of the Agreement.

## 10. WITHDRAWAL AND INDEMNITY FOR CONSEQUENCES OF WITHDRAWAL

- 10.1 Any Council may withdraw from this Agreement by giving twelve months' notice in writing to the other Councils
- 10.2 Each Council agrees that, in the event that it gives notice of withdrawal to the other Councils pursuant to Clause 10.1 it will indemnify the other Councils against any loss which the other Councils may suffer as a result of its withdrawal from this Agreement

- 10.3 Where any Council withdraws from this Agreement, the RISIS Board shall continue in being, provided at least two Councils remain as members.
- 10.4 In the event that this Agreement continues, notwithstanding the withdrawal of one of the Councils, the Council so withdrawing shall remain liable for its share of the Annual Cost calculated to the date upon which its notice expires provided that the withdrawing Council shall also remain liable for the costs of any redundancy directly attributable to the withdrawal of that Council as follows:-

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

- 10.5 In the event that the Agreement continues notwithstanding the withdrawal of one of the Councils, subject to the liability of the withdrawing Council with regard to the costs as provided in Clause10.4, the remaining Councils shall be liable for the balance of costs of any redundancy in equal shares after deducting the contribution of the withdrawing Council.
- 10.6 Subject to clauses 10.4 and 10.5, each Council agrees to indemnify each and every other Council for any Loss occasioned by an act or omission by a Council under the Agreement
- 10.7 Any Council seeking indemnity from another Council under this Agreement shall:
  - 10.7.1 promptly notify the indemnifying Council of known circumstances giving rise to such claim

- 10.7.2 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
- 10.7.3 take reasonable steps to mitigate any claim for which an indemnity may be sought
- 10.8 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

## 11. EQUALITY AND DIVERSITY

The Consortium is committed to the promotion of equality, diversity and inclusion across all aspects of its business and intends to engage with organisations, consultants and service providers who share these values.

## 12. CONFIDENTIALITY

- 12.1 Any Information exchanged between the Councils is to be held on a strictly confidential basis subject to compliance with the law.
- 12.2 The Councils shall use reasonable endeavours either by themselves, or their employees or agents, to treat Confidential Information as confidential and safeguard it accordingly; and they agree to use reasonable endeavours not to disclose such Confidential Information to any other person without the prior written consent of the author or owner of that Confidential Information
- 12.3 For the purpose of this Agreement "Confidential Information" means any information:
  - imparted to any Council or its employees, agents, consultant or subcontractors on the basis that it was to be kept confidential or would, by its nature, normally be regarded as being confidential; or

to the knowledge of the receiving party, was obtained by the other Council on the basis that it was to be kept confidential or is of commercial value

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

12.4 This clause shall continue without limit of time and shall survive the termination of this Agreement

# 13. COMPLIANCE WITH LAWS

- 13.1 Each Council shall at all times comply with all laws including, but not limited to, the DPA and will, where appropriate, maintain a valid and up to date registration or notification under such laws
- 13.2 Each Council shall indemnify and keep indemnified the other Councils against all Loss incurred by the other Councils in respect of any breach of this clause by a Council
- 13.3 Each Council shall grant to the other Councils the right of reasonable access to all records of personal data relevant to the Agreement, as defined in the Data Protection Act 1998, and shall provide reasonable assistance at all times during the currency of this Agreement to ensure the quality and security of data collected

## 14. FREEDOM OF INFORMATION ACT

- 14.1 Each Council acknowledges that the other Councils are subject to the requirements of the FoIA and each Council shall, where reasonable, assist and co-operate with the other Councils (at their own expense) to enable the other Councils to comply with their information disclosure obligations
- 14.2 Where a Council receives a request for information relevant to the other Councils under the FoIA in relation to information under this Agreement, it shall (where appropriate) transfer the request for information to the other Councils as soon as

practicable after receipt and, in any event, within two working days of receiving a request for information

- 14.3 Each Council acknowledges that the other Councils may be obliged under the FoIA to disclose information:
  - 14.3.1 without consulting the other Councils where it has not been practicable to undertake such consultation; or
  - 14.3.2 following consultation with the other Councils and having taken their views into account

#### 15. SEVERANCE

If any condition, provision or clause of this Agreement shall become or shall be declared by any court of competent jurisdiction to be void, invalid, illegal or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect

## 16. ENTIRE AGREEMENT

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

#### 17. WAIVER

- 17.1 The failure to exercise or delay in exercising a right or remedy provided by this

  Agreement or by law does not constitute a waiver of the right or remedy or a waiver

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

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

#### 18. JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the Courts of England and Wales

# 19. NOTICES

Any notice required or permitted to be given by a Council to another Council under this Agreement shall be in writing and addressed to the Director of Education of the other Council at its principal office

# 20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement agree that the provisions of the said Act are hereby excluded.

## 21. DISPUTE RESOLUTION

- 21.1 Prior to any dispute difference or disagreement being referred to mediation pursuant to the remaining provisions of this paragraph 21 the Councils shall seek to resolve the matter as follows:-
  - 21.1.1 in the first instance the issue shall be considered by the relevant Directors of Education
  - 21.1.2 if the Directors of Education are unable to resolve the matter within 30 working days, then the issue shall be referred to the Chief Executive Officers of each of the relevant Councils
  - 21.1.3 if the Chief Executive Officers are not able to resolve the matter within a further 30 working days, the provisions of paragraphs 21.2 and 21.3 shall take effect.

21.2	For the pu	irpose of this p	paragraph;-	
	21.2.1	shall be deemed to arise when one Council serves on the		
		others a no	otice in writing stating the nature of the dispute	
	21.2.2	every dispu	ute notified under this paragraph shall be referred to	
		mediation i	in accordance with the mediation procedures of the	
		Alternative	Dispute Resolution Group, London	
	21.2.3	unless agre	eed otherwise the Councils shall share equally the costs of	
_	•		wo or more counterparts, each one of which shall constitute ether, shall constitute one instrument.	
IN WITNES: first written.	<b>S</b> of which the	he Councils ha	ave executed this Agreement as a deed the day and year	
THE COMM	ON SEAL	of	)	
CARMARTHENSHIRE			)	
COUNTY COUNCIL was hereunto		s hereunto	)	
affixed in the	e presence (	of:-	)	
THE COMM	ON SEAL	of	)	
CEREDIGION COUNTY		ſ	)	
COUNCIL W	as hereunto	)	)	
affixed in the	e presence (	of:		
THE COMM	ON SEAL	of	)	
CITY AND (	COUNTY O	F	)	
<b>SWANSEA</b>	was affixed		)	

in the presence of:

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

# **FIRST SCHEDULE**

# **ROLE OF THE RISIS BOARD**

The roles and responsibilities of the RISIS Board are to:

- 1. Be accountable for the success of the Programme
- 2. To ensure joint working to achieve the agreed core aims in order to fulfil the Strategy.
- 3. To lead, manage, monitor and challenge the various roles described in this Agreement in order to fulfil the Programme and the Strategy
- 4. Ensure full representation of all participating key stakeholders
- 5. To receive reports and monitor management of the Annual Costs, Funding and financial contributions from the relevant Lead Councils.
- 6. Approve the blueprints for individual business cases within the programme
- 7. Provide high level guidance, direction and advice to the Programme Manager
- 8. To approve the staffing structure of the Central Unit
- 9. To guide, set targets and monitor the work of the Central Unit and to request and to receive regular reports from the relevant Lead Authority in this respect.
- 10. To agree the methodology and mechanism for ensuring that every Council allocates 80% of school improvement officer time and delivering the strategy at a local level and 20% of their time at regional level staff to RISIS (whether through the Hub Arrangements or regionally)
- 11. To ensure that a minimum requirement of 58 full-time equivalent school improvement officers is maintained within the region.
- 12. To direct the relevant Lead Council to make bids for Funding in pursuit of all strategies which the relevant Councils have approved in common.
- 13. Ensure identification and management of the Programme's benefits, though clear identification of the relevant project outcomes
- 14. Ensure effective Programme risk management in the resolution of escalated project level risks and issues
- 15. Oversee work streams and Programme progress, ensuring all Programme targets are reached.
- 16. Maintain awareness of relevant projects and initiatives, in order to ensure that opportunities for alignment, experience-sharing and resource-sharing are maximised
- 17. Maintain awareness of external factors that may influence the opportunities brought to the region through changes in structures or policies

- 18. Give consideration to the sustainability of project outputs
- 19. Ensure timely communication and consultation with regional partnership forums and other official organisations as part of wider stakeholder engagement process.
- 20. Ensure the quality of delivery through programme assurance methods
- 21. To discuss strategic, regional and local policy on school improvement matters relating to functions and services in the region, to develop a common approach and where possible to recommend that the Councils implement these strategies on an agreed basis.
- 22. To endeavour to provide responses to consultations which have regional school improvement implications.
- 23. Approve such contractual arrangements as are proposed to be entered into on behalf of all of the Councils by the relevant Lead Authority.
- 24. Do such other things in accordance with the terms of this Agreement as may be agreed from time to time or its activities.
- 25. To adopt or authorize the use of a brand name, logo or similar method to describe itself or its activities.
- 26. To monitor and receive reports from the three hubs regarding operation of the Hub Arrangements.

# **SECOND SCHEDULE**

# **OPERATION OF THE RISIS BOARD**

#### 1. ESTABLISHMENT OF THE RISIS BOARD

- 1.1 The RISIS Board shall consist of the Leader of one of the Councils, the Chief Executive of a separate Council to that of the appointed Leader and the Director of Education of each Council and a Cabinet Member from each Council (in a non-voting capacity). The Chief Executive on the RISIS Board will act as principal adviser to the Leader on the RISIS Board.
- 1.2 The RISIS Board shall have the roles described in the First Schedule of this Agreement and will be subject to the terms and conditions of this Agreement.

#### 2. NOMINATION OF DEPUTY AND / OR AUTHORISED REPRESENTATIVE

Each Director of Education may be represented by an Authorised Representative so authorised on behalf of the Director to attend and to vote at any meetings of the RISIS Board in place of the Director, who for any reason is unable to attend that meeting.

## 3. ELECTION OF CHAIR AND VICE CHAIR

- 3.1 The first Chair and Vice Chair of the RISIS Board after signing this Agreement shall be the Leader of Neath Port Talbot County Borough Council and the Chief Executive Officer of Carmarthenshire respectively
- 3.2 The Chair and Vice Chair of the RISIS Board shall not be persons representing the same Council.
- 3.3 In the absence of the Chair at the meeting, the Vice Chair shall take the chair and in the absence of the Chair and the Vice Chair, a chair for that meeting shall be appointed by the RISIS Board from amongst the voting Directors in attendance.

# 4. CO-OPTED MEMBERS

- 4.1 The RISIS Board may invite such number of officers, advisers and consultants as well as observers to attend meetings of the RISIS Board for a fixed period of time for specific purposes;
- 4.2 Such co-opted persons may not vote at meetings of the RISIS Board and may be required by the Chair not to attend some or any part of a meeting.

#### 5. MEETINGS OF THE RISIS BOARD

The RISIS Board shall meet at least quarterly, or at such frequency as the RISIS Board shall determine.

#### 6. CONVENING OF MEETINGS

The meetings of the RISIS Board shall be convened by the Lead Council responsible for Administration in accordance with clause 5.1 of the Agreement and notice of the meetings and any agenda and reports shall be delivered to the Chair and Vice-Chair and each member of the Board and such co-opted person as required.

#### 7. QUORUM OF MEETINGS

To constitute a meeting of the RISIS Board, not less than four different Councils shall be represented by their Directors of Education or their Authorised Representative

#### 8. VOTING

8.1 The RISIS Board shall endeavour to work by consensus, however each Council shall be entitled to one vote which will have been delegated by the Councils to their respective Directors or Education and their Authorised Representative.

- 8.2 Copies of the draft minutes of the proceedings of every meeting of the RISIS Board shall, after each meeting, be sent to all members of the RISIS Board and to co-opted persons as appropriate.
- 8.3 The Chair at any meeting shall not have a casting vote. Where there is equality of votes then the matter will be determined in accordance with Clause 21 of this Agreement
- 8.4 The members of the RISIS Board shall present regular progress reports to the Cabinet and Council meetings as appropriate of each of their respective Councils in relation to the Programme.

# 9. STANDING ORDERS ETC

For the avoidance of doubt, the RISIS Board shall, where relevant and subject to the provisions of this Agreement, operate in accordance with the Constitution of the Lead Council responsible for Administration and in accordance with the Constitution of the Lead Council responsible for Contracts and Procurement in relation to contract procedure rules and financial procedure rules.

# THIRD SCHEDULE

# **ROLE OF THE CENTRAL TEAM**

# The Central Team shall provide:

# Professional Support & Management Of Regional Working

- facilitate strategy development and developments
- draft, present and edit discussion papers
- ensure consistency in terms of branding and style
- work with leads and sponsors to develop and deliver the strategy
- engage with key stakeholders including headteachers, governors, local authority key
   leaders, other consortia, WLGA, Welsh Government, research establishments

# **Financial Support**

- raise and process invoices
- produce and reconcile monthly budget reports
- produce strategic finance reports
- oversee and monitor grant spend
- procurement

# Administrative Support

- deal with mail and emails
- respond to phone calls
- co-ordinate and manage events
- co-ordinate, organise and negotiate venues, costs, etc for meetings and events
- minute meetings
- draft schedule of meetings
- prepare material for meetings and events
- maintain IT compatibility and fit for purpose in terms of hardware and software
- data analysis of events

## Project management and support

# **FOURTH SCHEDULE**

# **DESCRIPTION OF THE HUB ARRANGEMENTS**

#### 1. Context

Sub-regional/Hub approaches will be operated to link Swansea/Neath Port-Talbot, Ceredigion/Powys and Carmarthenshire/Pembrokeshire.

# 2. Core Principles

The Hubs must deliver the agreed regional programme at a sub-regional level whilst respecting the following core principles:

- 2.1 All priorities and strategies agreed by the RISIS Board will be delivered within the Hub in a consistent and coherent way to ensure continuity and equality of provision across the region.
- 2.2 It is the role of each Hub to decide on the most productive and cost effective way to deliver the Programme. Methodologies will differ between Hubs but the content and desired outcomes will remain constant.
- 2.3 All Hub working must be underpinned by a model of added value and the aim that duplication of work will be eradicated between Councils.
- 2.4 Local values must be respected and due consideration given to the Councils' linguistic tendencies.
- 2.5 Mutual trust and respect are a prerequisite of Hub working.
- 2.6 Each Hub will ensure mutual challenge on performance and outcomes before considering appropriate levels of support.

#### 3. Governance

Sub-groups will be established as follows:-

3.1 Sub-groups within each Hub which will be answerable to the RISIS Board.

- 3.2 Sub-groups will comprise of Directors of Education, Authorised Representatives and other officers at the absolute discretion of each Hub's Director of Education from both Authorities, along with both Cabinet Members for Education.
- 3.3 Sub-groups will ensure clarity of roles for the school improvement officers working within the Hub who will be delivering the Programme.
- 3.4 The sub-groups will also ensure effective commissioning of system leaders from the regional list to support the school improvement officer.
- 3.5 The sub-groups will meet once a term as a minimum.
- 3.6 The sub-groups will oversee the specific tasks identified within the six main objectives listed within the RISIS Strategy.
- 3.7 The sub-groups will prepare and present regular progress reports to the RISIS Board.

# 4. Work Programme

- 4.1 The Programme will align with the six main objectives listed within the RISIS Strategy.
- 4.2 Directors of Education
- 4.3 An updated version of the hub's work programme will be presented to the RISIS Board on an annual basis.