



## Cytundeb Lefel Gwasanaeth Partneriaeth Canolbarth Cymru

Medi 1<sup>st</sup> 2021 - Awst 31<sup>ain</sup> 2022

**Memorandum of Understanding  
Mid Wales Education Partnership  
September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022**



This Agreement is dated \_\_\_\_\_

### **BETWEEN**

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

and

(2) **CYNGOR SIR CEREDIGION COUNTY COUNCIL** whose principal address is Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron SA46 0PA ("**Ceredigion**")

(together referred to as "**the Councils**" and individually as a "**Council**")

### **BACKGROUND**

Both Ceredigion and Powys Local Authorities wish to work collaboratively on school improvement priorities to ensure benefits for all schools. The partnership aligns with other collaborations also on the same Mid Wales footprint.

### **COMMENCEMENT AND DURATION**

This Agreement shall commence on 1 September 2021 and shall terminate on 31 August 2022 unless the Councils mutually agree in writing to extend the Agreement for a further period, such period to be confirmed in writing with two months' notice.



## Cytundeb Lefel Gwasanaeth Partneriaeth Canolbarth Cymru

Medi 1<sup>st</sup> 2021 - Awst 31<sup>ain</sup> 2022

**Memorandum of Understanding  
Mid Wales Education Partnership  
September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022**



### WORKING ARRANGEMENTS

This Agreement is entered into by the Councils on a basis of co-operation and good faith.

#### Principles of Collaboration between Ceredigion and Powys on elements of school support:

The parties agree to adopt the following principles :

- (a) collaborate and co-operate to ensure that activities are delivered and actions taken as required;
- (b) be accountable - take on, manage and account to each other for performance of the respective roles and responsibilities;
- (c) be open - communicate openly about major concerns, issues or opportunities;
- (d) behave in a positive, proactive manner;
- (e) adhere to statutory requirements and best practice - comply with applicable laws and standards including applicable procurement rules, data protection and freedom of information legislation; and
- (f) act in a timely manner - recognise and respond accordingly to requests for support.

The Parties agree that :

- ❖ A suitable member of staff from either Ceredigion or Powys shall represent the Councils in cross regional and national meetings and for a in accordance with Annexe A .
- ❖ Engagement with schools : staff from either Ceredigion or Powys will only engage with the schools in the other Council's area with the consent of the Head of School Improvement in Ceredigion and Head of Education in Powys and with appropriate DBS checks conducted by the employer.
- ❖ Delivery of professional learning across both Ceredigion and Powys may be co-designed and co-delivered with the consent of the Head of School Improvement in Ceredigion and Head of Education in Powys.

**Cytundeb Lefel Gwasanaeth Partneriaeth Canolbarth Cymru**

**Medi 1<sup>st</sup> 2021 - Awst 31<sup>ain</sup> 2022**

**Memorandum of Understanding  
Mid Wales Education Partnership  
September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022**

All staff used by the partnership will be employed either by Powys or Ceredigion. The line management and performance management of staff will be the responsibility of the employing Council. If a Council provides services to the other Council, it shall ensure that it provides staff tasked with the role who are appropriately and suitably qualified and have suitable skills, knowledge and experience in the specified aspect of work. If any matters of concern arise the CEO receiving the service should raise the matter directly with the CEO providing the service.

The parties undertake to:

- a) **supply to the other party information and assistance reasonably requested by the other party relating to the collaboration as is necessary to enable that other party to perform its own obligations in relation to the collaboration in respect of :-**
  - i) Providing Leadership programmes
  - ii) Providing support for NQTs
  - iii) Providing professional Learning for Teaching Assistants
  - iv) Dealing with deprivation and rural poverty/challenges
  - v) Providing the Curriculum for Wales
  - vi) Attending National fora and meetings, that used to include the four regions, will now also include a representation from the Mid Wales Partnership.
  - vii) Arranging for senior officers from Powys and Ceredigion meet fortnightly to further develop future joint working.
  
- b) facilitate regular discussions between appropriate members of their respective personnel in relation to the collaboration, including in relation to:
  - i) performance and issues of concern in relation to the collaboration and staff;
  - ii) any additional resource requirements; and
  - iii) such other matters as may be agreed between the parties from time to time.



## Cytundeb Lefel Gwasanaeth Partneriaeth Canolbarth Cymru

Medi 1<sup>st</sup> 2021 - Awst 31<sup>ain</sup> 2022

### Memorandum of Understanding Mid Wales Education Partnership September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022



- c) provide all reasonable assistance and cooperation as reasonably requested by the other parties to maintain the operation of this Agreement.
- d) to inform each other as soon as reasonably practicable of any other significant matter that may arise during the term of this Agreement, including any significant matter that may arise in relation to a member of staff.
- e) hold termly meetings between the Chief Education Officers/ Directors of both Councils and the portfolio Cabinet members of both Councils.
- f) collaborate to prepare and present an annual report to Powys and Ceredigion Scrutiny Committees.

#### **Equalities, Freedom of Information, Environmental Information Regulations and Welsh Language requirements**

The parties shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination whether in race, gender, religion, disability, sexual orientation or otherwise.

The parties acknowledge that each is subject to the requirements of the Freedom of Information Act 2000 (as amended) and the Environmental Information Regulations 2004 (as amended) and shall assist and co-operate with each another to enable each other to comply with these information disclosure requirements, where necessary.

The parties' conduct and communications in relation to this Agreement shall comply with the Welsh Language (Wales) Measure 2011.

#### **Charges**

The parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

**Cytundeb Lefel Gwasanaeth Partneriaeth Canolbarth Cymru**

**Medi 1<sup>st</sup> 2021 - Awst 31<sup>ain</sup> 2022**

**Memorandum of Understanding  
Mid Wales Education Partnership  
September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022**

**Confidentiality**

In this clause the following expressions shall have the following meanings:-

**“Confidential Information”** means any information, data or material of any nature which:

- a) has been designated as confidential by a party in writing; or
- b) the release of which is likely to prejudice the commercial interests of a party or
- c) that ought to be considered as confidential (however it is conveyed or on whatever media it is stored)

including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, [Intellectual Property Rights], know-how, personnel, customers and suppliers of either of the parties, all personal data and sensitive personal data within the meaning of the Data Protection Act 2018, subject to the provisions at set out in this Agreement relating to Confidentiality and Freedom of Information.

**“Information”** has the meaning given under Section 84 of the Freedom of Information Act 2000, as amended.

- a) Each party agrees to keep confidential all documents relating to or received from the other party under this Agreement that are labelled as confidential and shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement in relation to the collaboration or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.



## Cytundeb Lefel Gwasanaeth Partneriaeth Canolbarth Cymru

Medi 1<sup>st</sup> 2021 - Awst 31<sup>ain</sup> 2022

### Memorandum of Understanding Mid Wales Education Partnership September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022



b) Where any request to that another party has designated as confidential, the receiving party shall consult with the disclosing party before deciding whether the Information is subject to disclosure.

party receives a disclose Information

c) The provisions of clauses a) and b) shall not apply to any Confidential Information received by any party from another party:

- i) which is or becomes public knowledge (otherwise than by breach of this clause); which was in the possession of the party, without restriction as to its disclosure, before receiving it from the disclosing party;
- ii) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- iii) which the parties agree in writing is not confidential or may be disclosed;
- iv) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the disclosing party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

#### **DISPUTE RESOLUTION**

If any party has any issues, concerns or complaints about the collaboration, or any matter in this Agreement, it shall notify the other party in writing of the issue, concern, complaint or matter and the parties shall attempt in good faith to resolve any such issue, concern, complaint or matter. Where possible, dispute resolution shall be managed by the relevant service lead for each party involved in the collaboration.

If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated in writing to the respective Chief Executives Officers to resolve the dispute between them.

If the Chief Executives Officers fail to resolve the dispute within a reasonable period of time of the dispute having been referred to them, the parties shall give consideration to alternative dispute resolution options.

**Cytundeb Lefel Gwasanaeth Partneriaeth Canolbarth Cymru**

**Medi 1<sup>st</sup> 2021 - Awst 31<sup>ain</sup> 2022**

**Memorandum of Understanding  
Mid Wales Education Partnership  
September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022**

**Atodiad A / Annexe A**

**Representating the Mid Wales Education Partnership at Regional and National meetings and fora:**

<p><b>Cyn y Cyfarfod:</b></p> <ul style="list-style-type: none"> <li>• Rhannu manylion cyswllt cynrychiolwyr Ceredigion a Phowys â'r trefnydd</li> <li>• Mae angen anfon gwahoddiadau i gyfarfodydd gan gynnwys agendâu a phapurau at gynrychiolwyr o Geredigion a Phowys</li> <li>• Mae angen sgwrs cyn y cyfarfod rhwng cynrychiolwyr o Geredigion a Phowys i sicrhau bod safbwyntiau a gofynion pob awdurdod yn cael cynrychiolaeth lawn yn ystod trafodaethau'r cyfarfod</li> </ul>	<p><b>Before the Meeting:</b></p> <ul style="list-style-type: none"> <li>• Contact details of Ceredigion and Powys representatives shared with meeting organiser</li> <li>• Invitation to meeting including any agendas and papers to be sent to representatives from <b>both</b> Ceredigion and Powys</li> <li>• Pre-meeting to take place between Ceredigion and Powys representatives to ensure full representation of each authority's perspective and requirements during discussion in the meeting</li> </ul>
<p><b>Yn Ystod y Cyfarfod:</b></p> <ul style="list-style-type: none"> <li>• Dim ond un cynrychiolydd o Geredigion a Phowys i fynychu'r cyfarfod. Os na all y cynrychiolydd y cyntunwyd arno/arni ddod, bydd cynrychiolydd o'r awdurdod arall yn cymryd ei le/ei lle dros dro</li> <li>• Rhaid cofnodi nodiadau a chamau gweithredu gan ddefnyddio pro fforma nodyn briffio Partneriaeth Canolbarth Cymru</li> <li>• Bydd y cynrychiolwyr sy'n dod i'r cyfarfod yn rhannu pwyntiau perthnasol a godwyd mewn trafodaethau cyn y cyfarfod i sicrhau bod safbwynt pob awdurdod yn cael ei gynrychioli'n llawn</li> </ul>	<p><b>During the Meeting:</b></p> <ul style="list-style-type: none"> <li>• Only one representative from Ceredigion or Powys will attend the meeting. If the agreed representative is unable to attend, the representative from the other authority will stand in as a temporary replacement.</li> <li>• Notes and actions to be recorded using the Mid Wales Education Partnership briefing note pro forma.</li> </ul>

**Cytundeb Lefel Gwasanaeth Partneriaeth Canolbarth Cymru**

**Medi 1<sup>st</sup> 2021 - Awst 31<sup>ain</sup> 2022**

**Memorandum of Understanding  
Mid Wales Education Partnership  
September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022**

	<ul style="list-style-type: none"> <li>The representative attending the meeting will share any relevant points raised in pre-meeting discussions to ensure each authority's perspective is fully represented.</li> </ul>
<p><b>Wedi'r cyfarfod:</b></p> <ul style="list-style-type: none"> <li>Dylid anfon unrhyw gofnodion neu gamau gweithredu ffurfiol y cytunwyd arnynt yn y cyfarfod at gynrychiolwyr Ceredigion a Phowys</li> <li>Dylid rhannu nodiadau briffio a luniwyd gan y cynrychiolydd o Bowys neu Geredigion o fewn 24 awr o'r cyfarfod</li> <li>Gellid trefnu cyfarfod dilynol (pan fo galw) rhwng cynrychiolwyr o Geredigion a Phowys i drafod cynnwys y nodyn briffio a nodi camau gweithredu priodol ar gyfer pob awdurdod lleol</li> </ul>	<p><b>After the Meeting:</b></p> <ul style="list-style-type: none"> <li>Any formal minutes or actions agreed in the meeting by the chair should be sent to both Ceredigion and Powys representatives</li> <li>Briefing notes produced by the Ceredigion or Powys representative should be shared within 24 hours of the meeting</li> <li>A follow up meeting may be arranged (when necessary) between Ceredigion and Powys representatives to discuss the content of the briefing note and identify appropriate actions for each local authority.</li> </ul>

Local leads and representation at cross regional and national meetings and for a have been agreed as the following for the 2021-22 academic year:

National and Cross-Regional Teams/Groups/Meetings	Powys lead	Ceredigion lead	To represent Mid Wales Partnership
MD Meetings	Lynette Lovell	Meinir Ebbsworth	Alternate Lynette and Meinir
WG Consortia PL Leads Meeting	Sally Llewellyn	Elen Davies	Sally Llewelyn
WG Consortia Curriculum Leads Meeting	Sally Llewellyn	Catrin Thomas	Sally Llewelyn
WG Assessment and Progression Group	Chris Davies	Elen Davies	Elen Davies



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**Medi 1<sup>st</sup> 2021 - Awst 31<sup>ain</sup> 2022**

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Mid Wales Education Partnership  
September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022**

<b>WG PL and Collaboration Meeting</b>	Sally Llewellyn	Elen Davies	Sally Llewelyn
<b>WG National Professional Enquiry Project</b>	Sally Llewellyn	Gareth Evans	Gareth Evans
<b>WG Schools as Learning Organisations</b>	Sally Llewellyn	Catrin Thomas	Catrin Thomas
<b>WG National Strategy for Educational Research and Enquiry</b>	Sally Llewellyn	Gareth Evans	Gareth Evans
<b>WG Talk Pedagogy</b>	Sally Llewellyn	Gareth Lanagan	Sally Llewelyn
<b>WG Digital Professional Learning Journey</b>	Rob Walters	Kay Morris	Kay Morris
<b>Cross-Regional Digital Leads Team</b>	Rob Walters	Kay Morris	Kay Morris Rob Walters
<b>Cross-Regional PL Leads</b>	Sally Llewellyn	Elen Davies	Sally Llewelyn
<b>Cross-Regional Post-16 Team</b>	Huw Griffiths	Gareth Hughes	Huw Griffiths Gareth Hughes
<b>Cross-Regional National Evaluation and Improvement Resource Team</b>	Eurig Towns Huw Griffiths	Gareth Evans Clive Williams	Gareth Evans Huw Griffiths
<b>Cross-Regional Induction Team</b>	Sarah Perdue	Alwyn Ward	Alwyn Ward Sarah Perdue
<b>Cross-Regional Leadership Team</b>	Sarah Perdue	Dafydd Iolo	Sarah Perdue Dafydd Iolo
<b>Cross-Regional TALP Team</b>	Sarah Perdue	Alwyn Ward	Alwyn Ward Sarah Perdue
<b>Cross-Regional Well-Being Team</b>	Chris Davies Mary Strong	Laurie Hughes Gillian Evans	Chris Davies Laurie Hughes
<b>Cross-Regional Coaching and Mentoring Team</b>	Nia Vaughan	Dafydd Iolo	Nia Vaughan Dafydd Iolo



**Cytundeb Lefel Gwasanaeth Partneriaeth Canolbarth Cymru**

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Mid Wales Education Partnership  
September 1<sup>st</sup> 2021- August 31<sup>st</sup> 2022**



<b>Cross-Regional Welsh Team</b>	TBC	Menna Jones Menna Sweeny	Menna Jones Menna Sweeny
<b>Cross-Regional PDG Group</b>	TBC	New appointee	New appointee
<b>Cross-Regional Rural Deprivation Grant</b>	TBC	New appointee	New appointee
<b>Qualifications Wales</b>	Sally Llewellyn Huw Griffiths	Gareth Lanagan	Gareth Lanagan Huw Griffiths

Mae pob Awdurdod Lleol yn rhoi eu caniatâd ysgrifenedig penodol i weithredu ar ran y llall fel a gytunwyd uchod.

Each Local Authority gives their express written consent to act on behalf of the other as outlined above.

Cyngor Sir Powys / Powys County Council

.....

.....

.....

(Agraffu Enw / Print Name)

(Llofnod / Signature)

(Swydd / Position)

Cyngor Sir Ceredigion / Ceredigion County Council

.....

.....

.....

(Agraffu Enw / Print Name)

(Llofnod / Signature)

(Swydd / Position)



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Mid Wales Education Partnership  
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