

Cytundeb Lefel Gwasanaeth | Memorandum of Understanding
Partneriaid Addysg Canolbarth Cymru | Mid Wales Education Partners
01/04/2023 – 31/03/2026

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 wish to work collaboratively on school improvement priorities to ensure benefits for all schools within the administrative areas of Ceredigion and Powys. The Mid Wales Education Partners collaboration aligns with other collaborations also on the same Mid Wales footprint.

COMMENCEMENT AND DURATION

This Agreement shall commence on 1st April 2023 for an initial period of three years up until 31st March 2026, unless the Councils mutually agree in writing to extend the Agreement for a further period.

If either party wish to terminate this agreement, this should be confirmed in writing with at least twelve months’ notice.

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

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- (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:

- a) That Powys will appoint a Strategic Lead for the Mid Wales Education Partners collaboration who will be responsible for working with officers from both Councils to develop and submit an annual business plan to Welsh Government. Both Councils will be part of the recruitment process.
- b) That a suitable member of staff from either Ceredigion or Powys shall represent the Councils in cross regional and national meetings and as set out in Annexe A. The representation at these cross regional and national meetings can be amended at any time by agreement in writing of the Councils and Annex A amended in accordance with such agreement. This work will be co-ordinated and managed by the Mid Wales Education Partners collaboration Strategic Lead under the leadership of Powys' Director of Education and Children and Ceredigion's Chief Education Officer.
- c) 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.
- d) 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 Service Manager Leads in Powys.
- e) All staff used by the collaboration 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 Chief Education Officer receiving the service should raise the matter directly with the Mid Wales Education Partners Strategic Lead and Chief Education Officer providing the service.

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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 induction support for Newly Qualified Teachers
 - iii. Providing professional learning for Teaching Assistants
 - iv. Dealing with deprivation and rural poverty/challenges
 - v. Providing support for the Curriculum for Wales
 - vi. Providing Mid Wales Education Partners collaboration representation and attendance at national fora and meetings
 - vii. Arranging for senior officers from Powys and Ceredigion to 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.

- 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) facilitate such Scrutiny as may be required by the appropriate Scrutiny Committees of both Councils, including joint scrutiny if appropriate.

- g) collaborate to prepare and present an annual report to Powys and Ceredigion Scrutiny Committees.

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

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.

FINANCIAL ARRANGEMENTS

- (a) Each Council will receive and manage their individual funding allocations from Welsh Government. If the funding from Welsh Government ceases or decreases significantly, then these arrangements will need to be revised.
- (b) The parties agree to equally fund the following roles and associated costs and invoice the relevant party quarterly in arrears.
 - a) MWEF Strategic Lead (Powys based)
 - b) MWEF Deprivation and Rural Challenges Co-ordinator (Ceredigion based)
- (c) Payment terms: payment is due within 14 days.
- (d) Apart for the roles identified in point b above, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- (e) Where regional invoices are raised i.e. for national projects, these will be split equally between both parties.
- (f) If one partner receives funding on behalf of the Mid Wales Education Partners collaboration, this will be transferred promptly within 14 days.
- (g) The transactions relating to this arrangement will be reflected separately in each of the Councils annual accounts.

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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, 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 as set out in the clause dealing with confidentiality and the clause in relation to 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.
- b) Where any party receives a request to disclose Information 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.
- c) The provisions of clauses a) and b) of this clause 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.

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DISPUTE RESOLUTION

If any party has any issues, concerns or complaints about the collaboration, or any matter in this Agreement, that party shall notify the party in writing to which the issue, concern, complaint or matter has been directed 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 Mid Wales Education Partners collaboration Strategic Lead in the first instance and / or 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.

Atodiad A / Annexe A

Representing the Mid Wales Education Partners at Regional and National meetings and fora:

<p>Cyn y Cyfarfod:</p> <ul style="list-style-type: none"> • Rhannu manylion cyswllt cynrychiolwyr Ceredigion a Phowys â'r trefnydd • Mae angen anfon gwahoddiadau i gyfarfodydd gan gynnwys agendâu a phapurau at gynrychiolwyr o Geredigion a Phowys • 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 	<p>Before the Meeting:</p> <ul style="list-style-type: none"> • Contact details of Ceredigion and Powys representatives shared with meeting organiser • Invitation to meeting including any agendas and papers to be sent to representatives from both Ceredigion and Powys • 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
<p>Yn Ystod y Cyfarfod:</p> <ul style="list-style-type: none"> • Dim ond un cynrychiolydd o Geredigion a Phowys i fynychu'r cyfarfod. Os na all y cynrychiolydd y cytunwyd arno/arni ddod, bydd cynrychiolydd o'r awdurdod arall yn cymryd ei le/ei lle dros dro • Rhaid cofnodi nodiadau a champau gweithredu gan ddefnyddio profform a nodyn briffio Partneriaid Canolbarth Cymru • 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 	<p>During the Meeting:</p> <ul style="list-style-type: none"> • 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. • Notes and actions to be recorded using the Mid Wales Education Partners briefing note pro forma. • The representative attending the meeting will share any relevant points raised in pre-meeting discussions to ensure each authority's perspective is fully represented.
<p>Wedi'r cyfarfod:</p> <ul style="list-style-type: none"> • Dylid anfon unrhyw gofnodion neu gamau gweithredu ffurfiol y cytunwyd arnynt yn y cyfarfod at gynrychiolwyr Ceredigion a Phowys • Dylid rhannu nodiadau briffio a luniwyd gan y cynrychiolydd o Bowys neu Geredigion o fewn 24 awr o'r cyfarfod • 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 	<p>After the Meeting:</p> <ul style="list-style-type: none"> • Any formal minutes or actions agreed in the meeting by the chair should be sent to both Ceredigion and Powys representatives • Briefing notes produced by the Ceredigion or Powys representative should be shared within 24 hours of the meeting • 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.

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Local leads and representation at cross regional and national meetings and for a have been agreed as the following for the 2022/23 and 2023/24 academic years:

National and Cross-Regional Teams / Groups/Meetings	Powys lead	Ceredigion lead	To represent Mid Wales Education Partners
MD Meetings	Lynette Lovell Anwen Orrells	Meinir Ebbsworth Anwen Orrells	Anwen Orrells – MWEP Strategic Lead
WG Consortia / Partnerships PL Leads Meeting	Sally Llewellyn Chris Davies	Aled Rumble Elen Davies Rhianydd James	Chris Davies Sally Llewellyn / Aled Rumble
WG Consortia / Partnerships Curriculum Leads Meeting	Sally Llewellyn Chris Davies	Aled Rumble	Sally Llewellyn Chris Davies
WG CAMAU Project: CAMAU ar gyfer Y Dyfodol & CAMAU I'R Dyfodol	Chris Davies	Elen Davies	Chris Davies Elen Davies
WG National Professional Enquiry Project	Sally Llewellyn	Alwyn Ward	Alwyn Ward
WG Schools as Learning Organisations (SLOs) Ysgolion Sy'n Dysgu	Sally Llewellyn	Aled Rumble	Aled Rumble Sally Llewellyn
WG National Strategy for Educational Research and Enquiry (EREIS)	Sally Llewellyn	Alwyn Ward / Gareth Evans	Alwyn Ward
WG Talk Pedagogy	Sally Llewellyn	Gareth Lanagan	Sally Llewellyn
WG Digital Professional Learning Journey	Rob Walters	Kay Morris	Kay Morris
Cross-Regional Digital Leads Team	Rob Walters	Kay Morris	Rob Walters Kay Morris
Cross-Regional Post-16 Team	Chris James	Gareth Hughes	Gareth Hughes
Cross-Regional National Evaluation and Improvement Resource Team	Eurig Towns	Clive Williams	Eurig Towns

Cross-Regional Induction Team	Sarah Perdue	Alwyn Ward	Alwyn Ward Sarah Perdue
Cross-Regional Leadership Team	Sarah Perdue	Dafydd Iolo Davies	Sarah Perdue Dafydd Iolo Davies
Cross-Regional TALP Team	Sarah Perdue	Alwyn Ward	Alwyn Ward Sarah Perdue
Cross-Regional Well-Being Team	Mary Strong Andrew Farrell	Laurie Hughes Gillian Evans	Laurie Hughes Mary Strong
Cross-Regional Coaching and Mentoring Team	Sarah Perdue	Dafydd Iolo Davies	Sarah Perdue Dafydd Iolo Davies
Cross-Regional Reading and Oracy	Delyth Jones	Menna Beaufort Jones Menna Sweeny	Menna Beaufort Jones Delyth Jones
Cross-Regional Vulnerable and Disadvantaged Group	Mary Strong Andrew Farrell	Gareth Lewis	Gareth Lewis
Cross-Regional Rural Deprivation Grant	Mary Strong Sarah Quibell	Gareth Lewis	Gareth Lewis
Qualifications Wales	Sally Llewellyn	Gareth Lanagan	Gareth Lanagan Sally Llewellyn
Foundation Learning	Sharon Hughes	Vanessa Bowen	Vanessa Bowen
Cross-Regional Welsh History / BAME Group	Mary Strong		Mary Strong
Cross-Regional Creative Learning Group	Lynsey McCrohon		Lynsey McCrohon
Cross-Regional: Arweinwyr Strategol Y Gymraeg	Bethan Price	Menna Beaufort Jones	Menna Beaufort Jones Bethan Price
Cross-Regional: Cydlynwyr Y Gymraeg	Bethan Price	Menna Beaufort Jones	Menna Beaufort Jones Bethan Price
Cross-Regional PDG Group	Mary Strong Sarah Quibell	Gareth Lewis	Gareth Lewis
Cross-Regional Citizenship and Politics Group	Fiona Thomas		Fiona Thomas

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CSAGRE Cymru / NAPfRE	Fiona Thomas	Mary Davies	Mary Davies
WG UNCRC / UNCRPD Professional Learning	Chris Davies		Chris Davies
British Sign Language	Heidi Lorenz	Sian Williams	Heidi Lorenz
Cross-Regional MAT Group	Fiona Thomas	Gareth Lanagan	Gareth Lanagan
Cross-Regional Communications Group (PinchPoint)	Chris Davies		Chris Davies
Governance (Evaluation Toolkit)	Anwen Orrells		Anwen Orrells
WG RSE Catch up	Chris Davies		Chris Davies
WG Re-designing accountability / impact measures	Anwen Orrells	Gareth Lanagan Gwion Dafydd	Gwion Dafydd Anwen Orrells / Gareth Lanagan



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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

.....

(Argraffu Enw / Print Name)

(Llofnod / Signature)

(Swydd / Position)

Cyngor Sir Ceredigion / Ceredigion County Council

.....

(Argraffu Enw / Print Name)

(Llofnod / Signature)

(Swydd / Position)

