

**GWYNEDD AND ANGLESEY 16 - 19 LEARNING CONSORTIUM**

**1. The Parties**

Gwynedd Council

Isle of Anglesey County Council

Gwynedd and Isle of Anglesey Secondary Schools (Sixth Form)

Grwp Llandrillo-Menai

“Parties”

**2. Introduction**

2.1 The Parties have agreed to enter into this agreement to co-operate in order to achieve the Consortium Objectives to the system set out in the agreement.

2.2 By entering into this agreement the Parties agree to formalise their relationship by establishing their responsibilities and undertakings to each other.

2.3 The Parties enter into this agreement pursuant to the powers in the provisions of Section 2 of the Local Government Act 2000, Sections 13A and 15A Education Act 1996, Section 82 of the Further and Higher Education Act 1992 Sections 33K, 33L and 116 of the Learning and Skills Act 2000 and related Regulations and Guidance.

**3. Definitions**

In this Agreement, unless, the context otherwise requires the following terms shall have the meaning given to them below:-

Area Learning Needs	Post 16 Education and Training needs in the Consortium Area which have been
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	identified on the basis of information and evidence, including learners' aspirations in, opportunities, the economy and requirements of the local labour market and consideration of the current learning provision in Gwynedd and Anglesey.
Colleges	Coleg Menai and Coleg Meirion Dwyfor
Commencement Date	
Consortium Area	The administrative areas of Gwynedd Council and Isle of Anglesey County Council
Post 16 Education and Training	Provision of Education and Training for pupils or students aged 16-19 to whom the provisions of Part II of the Learning and Skills Act 2000 ( Local Curriculum) relates
European Grant	
Independent Chair	An individual who is neither employed nor a member of the governance structures of any body or organisation which is represented on the Consortium nor has a close relevant connection.
Lead Board	The Lead Board constituted in accordance with Clause 13
Lead Body	Cyngor Gwynedd acting in its capacity as Lead Body in respect of the European Funding Grant.
Local Curriculum	Local Curriculum or a combination of Local Curricula for the Consortium area as described in Section 33A of the Education and Skills Act 2000.
Learning Partnership	The Gwynedd and Anglesey Learning Partnership constituted in accordance with Clause 13

Planning Cycle	Planning and Implementation and Monitoring Cycle set out in Appendix 1.
Proposal	The Providers joint proposal in response to the Specification for delivering the Post 16 Education and Training provision in the Consortium area in a form to be established.
Provider	An establishment, either a Secondary School or a Further Education College within the Consortium Area, which directly provides Post 16 Education and Training to students.
Provision	The provision which will be agreed by the Consortium for the Consortium Area for submission to the Minister of Education in accordance with Section 33A of the Learning and Skills Act 2000 in order to establish a Local Curriculum.
Resolution Procedure	The Resolution Procedure in Clause 16
Significant Dispute	A dispute which constitutes a genuine risk to the ability of the Consortium to achieve the Consortium Objectives or to operation or performance in accordance with this agreement
Specification	The commissioning document which establishes the requirements for the post-16 education and skills provision in the Consortium Area in accordance with the form to be established.
Strategic Guidance	Statement of the guidance of the Lead Board which sets out the strategic context

	for creating the Specification.
Virtual Team	A team of officers drawn from the Parties staff to plan the provision of Post 16 Education and Training e.g. provision of data

#### **4. Collaboration Principles**

4.1 The Parties agree to be bound by the following:-

- (a) To collaborate in order to realise and promote the work of the Consortium and the Consortium Objectives.
- (b) To undertake their functions within the Consortium stated in this agreement in a positive and proactive way.
- (c) To promote the joint-working arrangements within their individual establishments and their management structures and to ensure that the arrangements implemented.
- (d) To implement and promote Post 16 Education and Training arrangements solely through the Consortium.
- (e) Subject to the Welsh Government's Post 16 Education and Training funding framework, to provide the necessary resources in order to implement the Local Curriculum resulting from the work of the Consortium.
- (f) To act in good faith and to respect and protect the reputation of their joint partners.

#### **5. Consortium Objectives**

5.1 The Consortium has been established in order to implement and achieve the following Objectives which are to underpin the commitment of the Parties.

- (a) To ensure excellent arrangements and provision of excellence for 16 -19 Educations and Training in Gwynedd and Anglesey by:-
  - (i) Reducing competition and duplication by finding efficient methods for getting better outcomes for young people.
  - (ii) Sustaining high levels of achievement amongst learners in the post-16 phase.
  - (iii) Expanding the choice for learners in the post-16 phase and responding to the needs of the local labour market.
  - (iv) Expanding learner participation in the post-16 phase and responding to the poverty and deprivation agenda.
  - (v) Extending the Welsh medium provision and the bilingual provision and promoting and enhancing Welsh as a teaching medium.
- (b) Responding to the expectations of the Welsh Government's Transformation Agenda.
- (c) Meeting the requirements of the Welsh Government regarding collaboration in relation to Post 16 Education and Training specifically: Sections 33K and 33L, S16A of the Learning and Training Act 2000, Welsh Government Circular – Learning and Skills Measure (Wales) 021/2010.

## **6. Work of the Consortium**

The Parties agree to collaborate in order to achieve the following in accordance with this agreement:-

- (a) Establish and implement a strategic planning procedure for the cohesive provision of Post 16 Education and Training in Gwynedd and Anglesey.

- (b) Establish a Local Curriculum for the Consortium Area by means of the Consortium's planning procedure.
- (c) Establish and maintain a performance management procedure for Post 16 Education and Training provision within the Consortium Area to support the Consortium Objectives.

## **7. Function of the Local Authorities**

7.1 The Local Authorities agree to undertake the following in accordance with the terms of this agreement:

- (a) To serve on the Lead Board of the Consortium;
- (b) To collaborate within the Learning Partnership to identify the Area Learning Needs in order to set the strategic direction for the Gwynedd and Anglesey Post 16 Education and Training provision;
- (c) In partnership with the schools and the colleges, to support the preparation of the Proposal;
- (d) To fully participate within the Virtual Team which will support the work of the Consortium and to ensure that the appropriate officers are available as required;
- (e) To manage the Post 16 Education and Training budget in a manner which promotes and supports the Consortium Objectives;
- (f) To monitor, assess and ensure the quality of the learning.

## **8. Strategic Function of Grwp Llandrillo-Menai**

8.1 The Llandrillo Menai Group, in relation to such of its activities as are relevant to the Consortium, agrees to undertake the following in accordance with the terms of this agreement:

- (a) To serve on the Lead Board of the Consortium;
- (b) To collaborate within the Learning Partnership to identify the Area Learning Needs in order to set the strategic direction for the Gwynedd and Anglesey Post 16 Education and Training provision;

- (c) In partnership with the Local Authorities and schools, to support the preparation of the Proposal;
- (d) To fully participate within the Virtual Team which will support the work of the Consortium and to ensure that the appropriate officers are available as required;
- (e) To commission the 16- 19 Education and Training provision from College sites within the area by contracting to provide specific courses in specific locations in accordance with the Local Curriculum which will be approved as a result of this process;
- (f) To manage the Post 16 Education and Training budget in a manner which promotes and supports the Consortium Objectives;
- (g) To monitor, assess and ensure the quality of the learning.

## **9. Role of the Providers (Secondary Schools and Colleges)**

9.1 The Providers agree to undertake the following in accordance with the terms of this agreement:

- (a) Collaborate within and with the Learning Partnership to identify the Area Learning Needs in order to establish the strategic direction and to highlight opportunities in terms of planning the Local Curriculum;
- (b) Respond to the Specification prepared by the Learning Partnership by preparing and submitting the Proposal jointly with other Providers in accordance with the Consortium's Planning Cycle and timetable as prescribed by clause 12;
- (c) Collaborate with other Providers to form specific joint-proposals for cooperative courses in order to contribute towards avoiding duplication, increasing value for money and ensuring the best experiences for learners;
- (d) Commit to providing a Post-16 Local Curriculum in accordance with the Provision which will be approved or amended from time to time pursuant to this agreement;

- (e) Monitor, assess and ensure quality of learning by jointly providing an Annual Report on performance and achievement against the requirements of the Specification;
- (f) In consultation with the Learning Partnership agree on a framework for refunding costs of individual courses provided for students and pupils in another establishment.

## **10. Role of the Learning Partnership within the Consortium**

10.1 The Parties agree that the Learning Partnership shall have the following functions within the Consortium.

- a) Drive and support the Consortium Objectives along with the Planning ,Implementation and Monitoring Cycle by:
  - i) Identifying Area Learning Needs.
  - ii) Providing strategic guidance to the Lead Board for establishing the Post 16 Education and Training provision on the basis of information and evidence.
  - iii) Producing the Specification to address the Area Learning Needs and respond to the Expected Direction of the Lead Board.
  - iv) Providing support, information and advice for the Providers to jointly create the Proposal.
  - v) Verifying and assessing the Proposal submitted by Joint-providers in response to the Specification and recommending the most appropriate provision to the Lead Board which will satisfy the needs of the Consortium area.
  - vi) Maintaining contact with the Providers throughout the planning, implementation and monitoring cycle and taking

appropriate steps to resolve the main obstacles that could arise.

- vii) Monitoring quality and achievement.
- viii) Acting as a resolution body to overcome obstacles or resolve disputes under the Consortium's Resolution Procedure.

## **11. Lead Board**

11.1 The Parties agree that the Lead Board shall have the following functions within the Consortium.

- (a) Lead on the Consortium's strategic direction.
- (b) Consider the strategic guidance provided by the Learning Partnership and on the basis of the information submitted, establish a high level strategic direction (Strategic Direction).
- (c) Consider the recommendations of the Learning Partnership on the Proposal submitted jointly by Providers and to approve the Provision on the basis of the Area Learning Needs in order to satisfy the Consortium Objectives.
- (d) Act as the higher resolution body to resolve obstacles or disputes under the Consortium's Resolution Procedure.

## **12. Process**

12.1 The Parties agree to follow the process outlined in the Planning Cycle in order to create the Provision by following steps 1-8 in the Planning Cycle within the time table set out in 12.3 below.

12.2 Subject to the Education Ministers decision under Section 33A of the Education and Skills Act 2000 and the provisions of this agreement it is agreed that the Provision will be the basis for the Local Curriculum for a

three year period and the Providers will secure resources and capacity within their establishments to meet this requirement throughout the period.

12.3 In creating the Provision the Parties agree to implement their functions so as to ensure that the outputs listed below are provided within the following time table.

	<b>Step</b>	<b>Responsibility</b>	<b>Achievement Date</b>
1.	<b>Create the Specification</b>	<b>Learning Partnership</b>	<b>1 October</b>
2.	<b>Draft Proposal</b>	<b>Providers (jointly)</b>	<b>10 January</b>
3.	<b>Approve Provision</b>	<b>Lead Board</b>	<b>1 February</b>
4.	<b>Submit the Provision to the Education Minister pursuant to Section 33A Education and Learning Act 2000.</b>	<b>Providers</b>	<b>Welsh Government Timetable</b>

12.4 The performance and achievement of the Consortium will be monitored regularly on the basis of achievement of the Consortium Objectives. An annual performance report will be provided to the Learning Partnership together with a quarterly progress report (to include progress against the European Grant targets. The monitoring process will be administered by the Lead Body on behalf of the Consortium.

12.5 Should the monitoring referred to in 12.4 above find that or suggest that there is a risk that the Consortium will not perform adequately against the Consortium Objectives or that there is a need to review the Provision for whatever reason, including responding to developments or changes which

affect the Consortium Area then the Learning Partnership, in order to maintain performance and achievement towards the Consortium Objectives may make recommendations to the Parties to that intent or may initiate a review of the provision.

- 12.6 A review of the Provision as outlined in 12.5 above will be effected by following steps 6 to 8 in the Planning Cycle within an agreed timetable which will allow for an amendment to the Provision and thereby the Local Curriculum for the subsequent Education Year.
- 12.7 If, the Learning Partnership considers that a review of the Provision will lead to or is likely to lead to a revision of the Provision in a manner which would depart from the Strategic Guidance then it is required to consult with the Lead Board before implementation.
- 12.8 The Parties agree to provide the Lead Body with information and statistics on its reasonable request in order to facilitate the monitoring of the performance of the Consortium.
- 12.9 The Parties agree to co-operate fully with external consultants commissioned to complete tasks such as establishing information and data systems and assess the impact of the Consortiums activities

### 13. Decision Making Structures

- 13.1 The Parties have agreed the following governance structures for the bodies which will contribute towards carrying out the work of The Consortium.
- 13.2 The membership, quorum and chairing of the bodies shall be in accordance with the following table:

<b>Body</b>	<b>Anglesey and Gwynedd Learning Partnership</b>	<b>Lead Board</b>
<b>Membership ("Representative</b>	2 Representatives Gwynedd Council* 2 Representatives Isle of Anglesey	Cabinet Member Education Gwynedd

<b>Members")</b>	County Council 2 Representatives Anglesey Secondary Schools* 2 Representatives Gwynedd Secondary Schools* 2 Representatives Coleg Meirion Dwyfor * 2 Representatives Coleg Menai* 1 Representative Bangor University 1 Representative Careers Wales 1 Representative JobCentre Plus 2 business representatives within the Consortium Area	Council Leader Isle of Anglesey County Chairman or Vice Chairman Governing Board Grwp Llandrillo–Menai. (The members will be supported at meetings by appropriate Chief Officers from the bodies represented)
<b>Others</b>	Welsh Government Officer ( observer by invitation)	Senior Officer Welsh Government ( observer by invitation)
<b>Chairman</b>	From amongst the membership but the Learning Partnership may decide on an Independent Chairman.	From amongst the membership
<b>Quorum</b>	5 members identified by “*”	3 members

13.3 In undertaking their functions within the Consortium the following is required of the Representative Members:

- Secure power to act to fully undertake their responsibilities within the Consortium;
- Know the view of their organisation or institution and present that view in meetings;
- Update their organisation’s knowledge of what occurs in the Consortium;

13.4 Subject to 13.3 a body represented in Learning Partnership or the Lead Board may send an alternative member to deputise at a meeting where the

standing member is unable to attend the whole of the meeting provided that the Lead Body has been provided with prior written notice prior to the day of the meeting. Provided that elected members or officers may not deputise for each other.

#### **14. Meetings of the Learning Partnership**

- 14.1 The Learning Partnership will, as a minimum meet quarterly. Other meetings will be arranged according to the need to respond to the Planning Cycle and the Process (Clause 12).
- 14.2 The Chairman will be appointed for a term to be established by the Learning Partnership in its first meeting.
- 14.3 The Lead Body will be responsible clerking the Learning Partnership and, in consultation with the Chairperson call meetings.
- 14.4 Save for Extraordinary Meetings an agenda for meetings of the Learning Partnership shall be sent to Representative Members at least five days before the meeting. No reasonable request by a Representative Member to include an item of business on the Agenda shall be refused.
- 14.5 Extraordinary Meetings will be held as soon as practicable at the request of the Chairman or any three Representative Members by giving written notice requesting a meeting to the Lead Body signed by all three of the Representative Members and specifying the matter relevant to the work of the Consortium to be discussed.
- 14.6 Minutes and an attendance register shall be made of all meetings. They will be presented to the next meeting of the Learning Partnership for approval.

- 14.7 All Representative Members shall have one vote at a meeting and although decisions are encouraged to be by consensus matters will be determined by simple majority vote.

## **15. Meetings of the Lead Board**

- 15.1 A timetable will be established for meetings for the year to correspond to the Planning Cycle and the Process (Clause 12).
- 15.2 An agreed form for the Agenda shall be set and shall be relevant for all meetings.
- 15.3 Decisions of the Lead Board shall be by consensus at the meeting.
- 15.4 The Lead Body will be responsible for clerking the Learning Partnership.
- 15.5 Minutes and an attendance register shall be made of all meetings. They will be presented to the next meeting of the Lead Board for approval.

## **16. Resolution Procedure**

- 16.1 Any Significant Dispute relating to the any aspect of this agreement or activities of the Consortium shall be resolved in accordance with this clause. The Parties undertake and agree to take a constructive attitude towards dispute resolution by endeavouring to (in the context of the Consortium, Collaboration Principles and Consortium Objectives) identify a resolution which avoids the need for implementing a formal process and maintains a strong working relationship between the Parties.
- 16.2 Should a dispute or disagreement arise in relation to the work of the Consortium that cannot be resolved within the body where it arises then the following resolution process shall be followed:
- (a) A written summary shall be sent to the Lead Body by the Party or Parties explaining that there is a request to implement the

Resolution Procedure, the background to the dispute as well as options for resolving.

- (b) The Lead Body shall call a meeting of the Learning Partnership to discuss the dispute and recommend a resolution. The meeting shall be held within 10 working days of the date when the Lead Body received the referral.
- (c) The Learning Partnership shall provide a written response to the Dispute which shall be communicated to all the Parties.
- (d) The Learning Partnership may refer the dispute to the Lead Board and seek guidance on resolving the dispute.

16.3 Should resolution of a Significant Dispute not be possible following implementation of the above procedure then the matter will be considered by the Lead Board with a view to making recommendations to the Local Authority or relevant Governing Body on the appropriateness of implementing the Post 16 Education and Training financing provisions , formal reference to the Education Minister in accordance with Section 33L of the Learning and Skills Act 2000 or the appropriateness of implementing the relevant Statutory powers relating to the management or organisation of education and training.

## 17 Red Line

17.1 If it is found that the Specification, Proposal or Provision if implemented would lead to or create a significant risk that would lead to undermining a specific institution or site including its ability to maintain a 6th form then approval of the Specification, Proposal or Provision would subject to approval of the Relevant Body listed in column 2 of the table below.

1. Education Body	2. Relevant Body
School	Local Education Authority for the School

College	Governing Board Grwp Llandrillo-Menai
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## **18. Responsibilities of the Lead Body**

Subject to resourcing the Lead Body will have responsibility for the administration of the Consortium which will include acting as employer of the relevant staff, providing office resources and administrative, finance and legal support to the Consortium.

## **19. Commitment to the European Grant**

It is expected that the Parties will commit to compliance with any specific requirements which are attached to financial support received for this project together with a commitment to provide match funding for the period of the grant. The scope and level of this commitment will be proportional to the risks for the Lead Body and the individual Parties. This condition will survive the termination or withdrawal from the agreement.

## **20. Review of the Agreement**

- 20.1 This agreement will remain in force from the Commencement Date until such time as the Parties unanimously agree to its termination.
- 20.2 If the need arises the Learning Partnership may undertake a review of the terms of the Consortium during the 2015/16 Education Year to be completed by 31 December 2015 with the intent that it shall make recommendations to the Parties as to those matters to the Parties for the subsequent Consortium period.

## **21. Withdrawal for the Consortium**

- 21.1 Should any Party wish to withdraw from the Consortium then they will be required to give 12 months prior written notice expiring on the 31st of

August to the Lead Body ( "Withdrawal Notice") specifying the intention and the reasons.

21.2 The Parties undertake and agree to take a constructive attitude towards dispute resolution by endeavouring to ( in the context of the Consortium, Collaboration Principles and Consortium Objectives ) identify a resolution which avoids the need for implementing a formal process and maintains a strong working relationship between the Parties and any party which intends to serve a Withdrawal Notice as well as the Consortium in responding shall comply with this principle when giving consideration to acting and in responding.

21.3 Any Party serving a notice under clause 21.1 shall at the same time send a copy to all the Parties.

21.4 The Notice shall be sent to the Lead Board to be considered within 10 working days. Such Notice shall be considered in accordance with clause 16.3.

## **22. Service of Documents**

Where reference is made to serving notices or correspondence on the Lead Body, Learning Partnership or Lead Board then it may be sent by hand, pre-paid first class post, special delivery Post, facsimile or e-mail addressed to:

Or such other alternative address which may be notified to the Parties in writing from time to time.

## **APPENDIX 1 : THE PLANING, IMPLEMENTATION AND MONITORING CYCLE**

