

BYDD CYFARFOD O'R GWASANAETH ADDYSG AR Y CYD - CONSORTIWM CANOLBARTH Y DE YN CAEL EI GYNNAL YN

Dydd Iau, 15fed Gorffennaf, 2021 at 10.00 am

1. DATGAN BUDDIANT

Derbyn datganiadau o fuddiannau personol gan Gynghorwyr, yn unol â gofynion Cod Ymddygiad y Cyngor.

Nodwch:

1. Mae gofyn i Aelodau ddatgan rhif a phwnc yr agendwm mae eu buddiant yn ymwneud ag ef a mynegi natur y buddiant personol hwnnw; a
2. Lle bo Aelodau'n ymneilltuo o'r cyfarfod o ganlyniad i ddatgelu buddiant sy'n rhagfarnu, rhaid iddyn nhw roi gwybod i'r Cadeirydd pan fyddan nhw'n gadael.

2. COFNODION

Cadarnhau cofnodion o gyfarfod Cydbwyllgor Gwasanaeth Addysg ar y Cyd Consortiwm Canolbarth y De a gynhaliwyd ar 27/05/ 2021 yn rhai cywir.

(Tudalennau 3 - 8)

3. ADRODDIAD GRANTIAU CONSORTIWM CANOLBARTH Y DE

Trafod adroddiad gan Ddirprwy Reolwr-Gyfarwyddwr Consortiwm Canolbarth y De

**(Tudalennau 9 -
60)**

4. NEWYDDION DIWEDDARAF AM Y CYNLLUN ARIANNOL TYMOR CANOLIG (CYLLIDEB 3 BLYNEDD DDANGOSOL - 2022/23 I 2024/25)

Trafod adroddiad y Trysorydd

**(Tudalennau 61 -
66)**

5. BUSNES BRYS

To consider any items, which the Chairman, by reason of special circumstances, is of the opinion should be considered at the meeting as a matter of urgency

At: Pob Aelod o'r Gwasanaeth Addysg ar y Cyd - Consortiwm Canolbarth y De



CENTRAL SOUTH CONSORTIUM JOINT EDUCATION SERVICE.

Minutes of the Central South Consortium Joint Education Service. meeting held on Thursday, 27 May 2021 at 2.00 pm.

County Borough Councillors - Central South Consortium Joint Education Service. Members in attendance:-

Councillor J. Rosser (Rhondda Cynon Taf County Borough Council)
Councillor C. Smith (Bridgend County Borough Council)
Councillor L. Burnett (Vale of Glamorgan)
Councillor L. Mytton (Merthyr Tydfil Council)

Council Officers in attendance:-

Mr P Order (Chief Executive Cardiff Council)
Mr L. Harvey (Director of Education, Bridgend Council)
Ms S Davies (Head of Finance, Education & Financial Reporting, Rhondda Cynon Taf County Borough Council)

Others in attendance:-

Ms C Seery (Managing Director , Central South Consortium)
Ms L. Blatchford (Deputy Managing Director, Central South Consortium)
Ms N Gould (Central South Consortium)
Mr I Pritchard Headteacher Ysgol Gyfyn Bro Edern

1 Welcome & Apologies

The Chair Welcomed Officers and Members to the meeting. Apologies were received from County Borough Councillor S Merry.

2 Declaration of Interest

In accordance with the Council's Code of Conduct , there was no declarations of interest made pertaining to the agenda.

3 Minutes

It was RESOLVED to approve the Minutes of the 18th March 2021 as an accurate reflection of the meeting of the Central South Consortium Joint Education Service Joint Committee.

4 To Elect a Chair

Members RESOLVED to elect County Borough Councillor J Rosser as Chair of the Central South Consortium Joint Education Services Joint Committee for the 2021 / 2022 Municipal Year.

(2 year cycle as part of the Governance arrangements 2021 - 2023)

5 Appointment of a Vice Chair

RESOLVED to appoint County Borough Councillor L Burnett as Vice Chair for the Municipal Year 2021/ 2022.

(2 year cycle as part of the Governance arrangements 2021 - 2023)

6 Appointment of LEAD ROLES - CHIEF EXECUTIVE AND LEAD DIRECTOR

Members of the Central South Joint Education Service Joint Committee

RESLOVED to appoint:

- The Lead Chief Executive role to Merthyr Tydfil County Borough Council; and
- The Lead Director role to Bridgend County Borough Council.

(2 year cycle as part of the Governance arrangements 2021 - 2023)

7 Calendar of Meetings for the 2021- 2022 Municipal Year

RESOLVED to circulate the dates for the Calendar of Meetings of the Central South Consortium Joint Education Service Joint Committee for the 2021 – 2022 Municipal Year to allow Members to check their availability for future meetings.

8 School Improvement Presentation: Curriculum for Wales

Members of the Central South Consortium Joint Education Service Joint Committee received a presentation from the Mr Iwan Pritchard Headteacher of Ysgol Gyfun Cymraeg Bro Edern in respect of the cluster work throughout Welsh schools in the area to develop a forward plan to ensure that school transition to the new Curriculum for Wales. Members of the Joint Committee found the information of great interest and all agreed that this type of collaborative working would be beneficial to all local authorities for their future planning.

The Chair thanked Mr Pritchard for his time and the Committee wished him well for the future.

9 Communications Strategy

The Deputy Managing Director provided Members of the Central South Joint Committee with the updated Communication Strategy.

Members were reminded that the whole education system continues to adapt to challenging times and education professionals in all settings and in all contexts are having to respond to policy changes and wide scale reform whilst continuing to meet new requirements and demands placed upon them as a result of the pandemic.

The Deputy Managing Director continued and explained the role of the Consortium is to meet key challenges. The Communication Strategy 2021 – 2024 provides a framework and direction to all media, online, internal, marketing publication and public relations communication activity undertaken by the Central South Consortium.

Members considered the core aims of the strategy and acknowledged that to

realise this vision, the Consortium must be able to communicate with and influence a wide range of stakeholders in a cohesive and co-ordinated way.

After consideration of the report Members **RESOLVED** to note the report

10 Monitoring and Reporting of the work of the Central South Consortium.

The Deputy Managing Director Central South Consortium provided Members of the Joint Committee with the opportunity to review and scrutinise the Monitoring and Reporting report for the CSC.

Members were reminded that the traditional data will not be available for inclusion in reports to Members and so further discussion will be required on the content of future reports. Members acknowledged that reporting will need to align to the Draft School Improvement Accountability and Evaluation Guidance Document.

Members discussed the report in great detail and **RESOLVED** to:

- Approve the development of an annual forward planner for reporting to stakeholders;
- Approve for CSC to work with governance groups to review the purpose and content of each of the reports to stakeholders to ensure the reports meet the needs of the various governance groups.

11 2020- 2021 Year End Position / Annual Governance Statement

The Head of Finance – Education and Financial Reporting explained to Members of the Joint Committee that this is an annual report that comes before the committee each year.

The Officer continued to explain that there are 3 recommendations to the report:

1. Approve the earmarked reserve request set out at 3.2.
2. Note the draft Statement of Accounts for the Central South Consortium for the year-ending 31st March 2021 (Appendix 1) and the draft outturn position for the year (Section 4 – Table 1).
3. Approve the 2020/21 Annual Governance Statement (as incorporated within the draft 2020/21 Statement of Accounts

The Head of Finance – Education and Financial Reporting highlighted firstly the carry forward of earmarked reserve for which Members approval is requested to carry forward £200k into the new financial year to support re-modelling of the service in the medium term.

In addition there remains a balance of £6k on the earmarked reserve to support the delivery of a sensory project. It is also requested to carry this forward into the next financial year, 21/22 to fund the continuation of the project.

The Officer continued and explained that the second recommendation is to note the draft unaudited Statement of Accounts for 2020/21 which are at Appendix 1 and produced in compliance with CIPFA's Code of Practice on Local Authority Accounting and also with the Accounts and Audit Wales regulations. The statutory accounts will now be subject to external audit as reported in the Audit Plan that was presented to Members in March. Following audit, the final version of the Statement of Accounts, amended for any audit recommendations, will come back to Joint Committee for approval.

The Head of Finance drew Members attention to the outturn position showing a small surplus of £9k providing Members with assurance of the stability of the financial position and robust financial management in the consortium.

The Head of Finance then referred Members to The Annual Governance Statement which is incorporated into the Statement of Accounts. and is drafted in line with the requirements of CIPFA's document "Delivering Good Governance in Local Government".

The Head of Finance referred Members to an evidence based review of governance arrangements, the conclusions of which are that the governance arrangements in Central South Consortium remain effective. The Head of Finance then detailed that whilst the arrangements remain effective, there are areas where improvements are required. These have been agreed by management and referred Members to section 7. Progress on the required improvements will be reported to Joint Committee during the course of the year.

Members were reminded that at the last Joint Committee, the previous Annual Governance Statement progress was reported. There were 4 proposals for improvement, 3 of the recommendations were completed and 1 was in progress, partly implemented.

Members thanked the Officer for the detailed report and **RESOLVED** to:

- Approve the earmarked reserve request set out at 3.2.
- Note the draft Statement of Accounts for the Central South Consortium for year- ending 31st March 2021 (Appendix 1) and the draft outturn position for the year (Section4 – Table 1); and
- Approve the 2020/21 Annual Governance Statement (as incorporated within the draft 2020/21 Statement of Accounts)

12 **CSC Grants Report (2020/2021 Variation)**

The Deputy Managing Director Central South Consortium provided Members with an update on the grants to be received by the Consortium in 2020/21, for which notifications have been received, and methods of allocation for each.

After consider of the report Members **RESOLVED** to :

- Approve the distribution of the grants as detailed in section 5 of the report (and Annex A)
- Accept the extension granted by Welsh Government (WG) for both the Regional Consortia School Improvement Grant (RCSIG) and Pupil Development Grant (PDG) that allows funding to be used by the 31st August 2021.

13 **CSC Grants Report (2021/22)**

Members of The Joint Committee were presented with an update on the grants to be received by the Consortium in 2021/2022, for which notifications have been received and the methods of allocation.

Members considered the information contained in the report and **REOLVED** to approve the distribution of the grant as detailed in section 5 of the report.

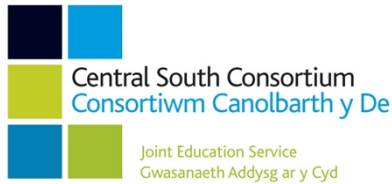
14 Freedom of Information Report

Member of the Joint Committee **RESOLVED** to note the Freedom of Information Requests received and responded to by Central South Consortium during 2020/20.

This meeting closed at 15:10

**CLLR J Rosser
CHAIR.**

Tudalen wag



CENTRAL SOUTH CONSORTIUM

JOINT COMMITTEE REPORT

15TH JULY 2021

CENTRAL SOUTH EDUCATION CONSORTIUM GRANTS

REPORT OF THE DIRECTORS OF EDUCATION

Author: Louise Blatchford, Deputy Managing Director

1. PURPOSE OF REPORT

- 1.1 To provide Members with an update on the grants to be received by the Consortium in 2021/22, for which notifications have been received, and the methods of allocation of each.

2. RECOMMENDATIONS

Directors to recommend the following to the Joint Committee;

- 2.1 Approve the distribution of grants as detailed in section 5 of this report.

3.0 BACKGROUND

- 3.1 As host authority Rhondda ynon Taf will act as 'banker authority', and under the terms of the grant agreements will be responsible for accepting the terms and conditions of grant and putting in place arrangements to distribute the funding, as determined by the Joint Committee, within the Consortium.

4.0 METHOD OF APPORTIONMENT

- 4.1 The method of apportionment of each grant will vary depending on its nature, its intended recipients, its purposes and the associated terms and conditions.
- 4.2 For each grant the following process shall be adopted:
- The Consortium shall prepare a proposed method of distribution taking into account all relevant criteria.
 - The Director of Education (or equivalent) of each authority shall approve the basis of apportionment at the Executive Board of the Central South Joint Education Service. This will ensure appropriate and effective use of grant funding to target school improvement equitably across each of the five authorities areas
 - A report detailing the basis and reasons for the method adopted shall be presented to the Joint Committee for approval.
- 4.3 This report presents details of 2021/22 grants to the Joint Committee.

5.0 2021/22 GRANTS

Grant approval letter has been received detailing the grants coming into the Consortium. The Directors have agreed to maintain the LA disaggregation of the funding and to apply a common formula for the delegation of the LA funding to schools.

5.1 Regional Consortia School Improvement Grant 2021/22 – award dated 26th May 2021

The total of this award of funding is £47,205,079 over the period 1st April 2021 – 31st March 2022.

The purpose of the RCSIG funding is to support the regional consortium and the related authorities within the consortium in delivering Welsh Government aspirations and priorities for schools and education outlined within Ambitious and Learning from the national strategy, Prosperity for All, and the plan of action for education, Education in Wales:

Funding will support the CSC to deliver against Welsh Government national priorities for education, at the centre of which is a transformational curriculum and a focus on four key enabling objectives which will support:

- Developing and delivering a high quality education profession
- Inspirational leaders working collaboratively to raise standards
- Strong and inclusive schools committed to excellence, equity and well-being
- Robust assessment, evaluation and accountability arrangements supporting a self-improving system.

Where applicable the outcomes will be supported by a range of measures and key performance indicators, as outlined in the consortium business plan (the Application).

The Funding will be organised around the following pre-requisites and requirements:

Sustainability and citizen-focused

Initiatives supported by the grant must be sustainable, learner focused, and in line with the Well-being of Future Generations Act.

National Model for Regional Working

The expectations set out in the National Model for Regional Working guidance remain the same and should continue to be followed (subject to the outcome of the consultation on 'School improvement guidance: framework for evaluation, improvement and accountability'). The national model governance structures will also be used to monitor progress, including wherever appropriate to evidence the Funding requirements.

Joint consortia working

In line with the expectations set out in the National Model for Regional Working there is a requirement to work with regional consortia across Wales to maximise opportunities for sharing good practice and learning across all Education in Wales objectives, and especially those newer in development, such as wellbeing.

Supporting a self-improving system and extending the depth of collaborative working

Where appropriate, consortia will facilitate schools', Foundation Phase providers' and PRUs' consideration and use of cluster models, and other forms of collaborative working, to deliver the funding purposes. This may include providing advice on federation where appropriate.

Consortia should work with providers to develop the support they offer in a spirit of co-construction. They should also collaborate across the four consortia regions if this represents the most effective use of the Funding to support the delivery of improved outcomes for learners. The consortia will continue to develop all schools as learning organisations to successfully realise the new curriculum.

Equity of approach

Consortia must be able to demonstrate equity of approach across the consortium and its related authorities in delegating the Funding to schools.

Policy requirements and expectations

These are set out in Schedule One and in Annex B of the funding letter dated 26th May 2021 (copy attached).

Welsh Government will continue to discuss and review the expectations for each policy area through joint regular meetings and will review this on a regular cycle thereafter on a mutually agreed reporting format with frequency of the cycle to be agreed.

Grant Distribution

A detailed breakdown of the apportionment of the funding, in line with the approved CSC 2021/2022 Business Plan, can be found table 1 below.

Table 1 – Regional Consortia School Improvement Grant 2021/2022

Regional Consortia School Improvement Grant	2021/2022 Budget	
	£	%
Centrally retained funding		
Centrally retained funding including literacy and numeracy support, Welsh in Education and Foundation Phase provision	3,325,526	6.6%
Business Plan Activity	2,111,436	4.2%
	5,436,962	10.8%
Delegated funding to LAs & Schools		
Central South Wales Challenge Model	551,500	1.1%
Collaboration Model	1,796,500	3.6%
Support to School Partnerships	152,000	0.3%
Curriculum & Assessment Reform	1,485,264	3.0%
Curriculum & Assessment Reform (Network / Guidance workstreams)	108,230	0.2%
Professional Learning - Pioneer Schools	189,508	0.4%
EIG Element for Schools / PRUs	35,015,280	69.8%
Professional Learning funding to schools	3,817,332	7.6%
Professional Learning to realise the curriculum	1,259,718	2.5%
Non Maintained settings - Foundation Phase	314,600	0.6%
Local authorities - administration of grant	67,207	0.1%
	44,757,139	89.2%
TOTAL GRANT (INCLUDING LA MATCH FUNDING)	50,194,101	
LA MATCH FUNDING	2,989,022	
TOTAL GRANT (EXCLUDING LA MATCH FUNDING)	47,205,079	



Llywodraeth Cymru
Welsh Government

Mr Barrie Davies
Section 151 Officer
Rhondda Cynon Taf County Borough Council
The Pavilions
Clydach Vale
Tonypandy
CF40 2XX

26 May 2021

Dear Mr Davies

Award of Funding in relation to Regional Consortia School Improvement Grant 2021 -2022 - Central South Consortium

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £ 47,205,079 (*Forty Seven million, Two hundred and Five thousand, and seventy nine pounds*) (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1 April 2021 to 31 March 2022 and must be claimed in full by 31 March 2022 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory authority

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Education, one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006 and sections 14-17 of the Education Act 2002.

3. Interpreting the Conditions

Any reference in the Conditions to:

'you', 'your' is to

Rhondda Cynon Taf County Borough Council
The Pavilions
Clydach Vale
Tonypandy
CF40 2XX

'we', 'us', 'our' is to the Welsh Ministers;

'Welsh Government Official' is to

Neal O'Leary, Director of
21st Century Schools and Colleges Programme
Education Directorate
Welsh Government
Cathays Park
Cardiff CF10 3NQ
Tel: 0300 025 6075
Email: Neal.O'leary@gov.wales;

or such other Welsh Government official as we may notify you.

'Project Manager' is to

Louise Blatchford
Central South Consortium
Valleys Innovation Centre
Navigation Park
Abercynon
Rhondda Cynon Taf
CF45 4SN
Tel: 07971 430409
E-mail: Louise.Blatchford@cscjes.org.uk

'Conditions' is to the terms and conditions set out in this letter and the Schedules;

'Costs Incurred' is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim;

'Notification Event' is to any of the events listed in Schedule 3;

'Indicative Payment Profile' is to the indicative payment profile set out in Schedule 4;

'Personnel' is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

'Schedule' is to the schedules attached to this letter;
and

any reference to any legislation whether domestic or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

4. Use of the Funding

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the **"Purposes"**).
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the **"Targets"**).
- (c) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any other kind of activity which in our opinion could bring us into disrepute.

5. Funding pre-conditions

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
 - (i) this letter signed by you;
 - (ii) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence and complete the Purposes;

- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

- (a) The Funding will be paid to you in four instalment in arrears, based on Costs Incurred by you in the delivery of the Purposes, as detailed in the Payment Profile.
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profile. You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (c) You must submit your claims for payment of Funding to the Welsh Government Official.
- (d) You must use our claim pro-forma (which is available from the Welsh Government Official) and attach the following information and documentation to each claim:
 - i) confirmation that you are operating in all respects in accordance with your constitution; and
 - ii) confirmation that you have appropriate financial, risk and control systems in place before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) We will aim to pay all valid claims as soon as possible and typically within 28 days.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time;

- (b) maintain appropriate procedures for dealing with any conflicts of interest whether actual, potential or perceived;
- (c) comply with all applicable domestic or international laws or regulations or official directives;
- (d) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
- (e) maintain appropriate financial, risk and control systems before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (f) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
- (g) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
- (h) notify us of any funding received by you from any source in relation to the effects of the spread of the Coronavirus (COVID-19) including but not limited to your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view

of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;

- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (f) there are no conflicts of interest whether actual, potential or perceived;
- (g) acceptance of this award of Funding will not result in duplicate funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme.

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either (i) notify you that we consider the Notification Event is not capable of remedy or (ii) if we consider the Notification Event is capable of being remedied seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
 - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you; or
 - (ii) we notify you that the Notification Event is not capable of remedy; or
 - (iii) a course of action to address the Notification Event is not agreed with you; or
 - (iv) a course of action to address the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action); or
 - (v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:

- (i) withdraw the award of Funding; and/or
 - (ii) require you to repay all or part of the Funding; and/or
 - (iii) suspend or cease all further payment of Funding; and/or
 - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
 - (v) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you; and/or
 - (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand.

10. Monitoring requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions.
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;
- (c) ensure that the Project Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Official.
- (d) meet on a quarterly basis with Welsh Government officials to discuss grant monitoring requirements.

11. Audit Requirements

- (a) You must:
 - (i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;
 - (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or any UK subsidy enforcement body at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities

and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or any UK subsidy enforcement body or any officer, servant or agent of any of the above;

- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
 - (iv) provide us with an audit certificate in accordance with the requirements set out in Schedule 5.
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. They and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.

12. Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

13. Intellectual property rights and publicity

- (a) Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to

cooperate with our reasonable requests to achieve the production of such materials.

14. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the “FOIA”), the Environmental Information Regulations 2004 (the “EIR”), the Data Protection Act 2018 (the “DPA”) and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”).
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - (ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here <http://beta.gov.wales/privacy-notice-welsh-government-grants>
- (d) Please refer to Schedule 7 which provides details of your obligations in respect of the UK GDPR.

15. Buying goods and services

If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds.

16. Giving notice

- (a) Where notice is required to be given under the Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

“Notice in relation to the Regional Consortia School Improvement Grant 2021 -2022 - Central South Consortia”.

- (b) The address and contact details for the purposes of serving notice under the Conditions are as follows

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

- (c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post: on the second working day after the date of posting.

By hand: upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.

By email attachment: upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

18. Welsh language

- (a) Where the Purposes include or relate to the provision of services in Wales they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where they are provided in both Welsh and English they must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- (b) For advice on providing services bilingually and in accordance with the Conditions please contact the Welsh Language Commissioner’s Hybu team:
<http://www.comisiynyddygybraeg.cymru/hybu/en/home/Pages/home.aspx>

19. Sustainable development

Your use of the Funding must contribute to the achievement of the Welsh Government's well-being objectives contained in the Welsh Government's Programme for Government. You must work in a sustainable way (sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales. Please refer to Schedule 1 for further information.

20. Welsh Ministers' functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, the Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

21. General

- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in the same manner as this letter. However, you acknowledge that the award of Funding is an urgent Welsh Government response to the effects of the spread of the Coronavirus (COVID-19). We may therefore, acting reasonably at all times, unilaterally amend the Conditions at any time to reflect changes in any relevant legislation, a relevant change in your circumstances, a relevant change in Welsh Government policies and/or in order to maximise value for money for the public purse.

- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.
- (g) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.
- (h) The Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

22. How to accept this award of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter.
- (b) We must receive your signed letter within 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully



Signed by Neal O'Leary
under authority of the Minister for Education
one of the Welsh Ministers

SCHEDULE 1

The Purposes

The Purpose of this Funding is to support the related authorities within the consortium in delivering our aspirations and priorities for schools and education.

Our national mission set out how the school system will move forward over the period 2017-21, securing implementation of the new curriculum with a focus on leadership, professional learning, and excellence and equity within a self-improving system. The action plan focused on raising standards for all, reducing the attainment gap, and delivering an education system that is a source of national pride and public confidence, which are our overarching aspirations for *Our national mission*.

In October 2020, Welsh Government published 'Our national mission: update' and in January 2021, we published the 'Curriculum for Wales: implementation plan'. Together, they set out the next steps we need to take up to 2022 to deliver our plan for education reform, including the detailed steps regional consortia will take to support schools and settings in the different phases set out in *Curriculum for Wales: The journey to 2022*.

Regional consortia in Wales and their related local authorities continue to have a significant role to play in improving educational outcomes for all learners in Wales and in delivering our substantial educational reform.

The Funding Letter outlines our overarching national priorities for 2021-22 and how these should be delivered in the context of *Our national mission* and the 'Curriculum for Wales: implementation plan'. The Funding must support delivery against our national priorities for education, at the centre of which is a transformational curriculum.

This transformational curriculum is supported by four key enabling objectives which your action will also support:

- Developing a high quality education profession;
- Inspirational leaders working collaboratively to raise standards;
- Strong and inclusive schools committed to excellence, equity and well-being; and
- Robust evaluation and accountability arrangements supporting a self-improving system

Where applicable, the outcomes will be supported by a range of measures and key performance indicators, as outlined in the Application.

The Funding will be organised around the following pre-requisites and requirements:

Sustainability and citizen-focused

Initiatives supported by the grant must be sustainable, learner focused, and in line with the Well-being of Future Generations Act.

National Model for Regional Working

The expectations set out in the National Model for Regional Working guidance remain the same and should continue to be followed (subject to the outcome of the consultation on 'School improvement guidance: framework for evaluation, improvement and accountability'). The national model governance structures will also be used to monitor progress, including wherever appropriate to evidence the Funding requirements.

Joint consortia working

In line with the expectations set out in the National Model for Regional Working the consortia will work with other regional consortia across Wales to maximise opportunities for sharing good practice and learning across all *Our national mission* objectives, and especially those newer in development, such as wellbeing.

Supporting a self-improving system and extending the depth of collaborative working

Where appropriate, the consortia will facilitate schools', Foundation Phase providers' and PRUs' consideration and use of cluster models, and other forms of collaborative working, to deliver the funding purposes. This may include providing advice on federation where appropriate.

The consortia should work with providers to develop the support they offer in a spirit of co-construction. They should also collaborate across the four consortia regions if this represents the most effective use of the Funding to support the delivery of improved outcomes for learners. The consortia will continue to develop all schools as learning organisations to successfully realise the new curriculum.

Equity of approach

Consortia must be able to demonstrate equity of approach across the consortium and its related authorities in delegating the Funding to schools.

Monitoring and reporting

The monitoring requirements are set out in Section 10, explaining how we will evaluate the progress, impact and additionality of the Funding in delivering *Our national mission* against the measures in the Application.

Profile of expenditure

The Funding letter confirms how we have determined your regional allocation. In accepting this award of Funding you agree to allocate funds in line with your responses to the grant invitation letter.

You will submit to Welsh Government Officials, in writing, any requests for virement of funding between budget lines and *Our national mission* objectives identified within the Funding Letter.

All variances will be reflected in your financial report updates. Payments, however, will be made in accordance with Schedule 3.

Value for Money and additionality

The Consortia will be expected to evidence additionality of the Funding, value for money and its impact.

This applies to the total Funding offered within this Award. In addition, evidence of the additionality and impact specifically of the elements of support provided under the Raising School Standards manifesto and Programme for Government commitment within this Award will be expected.

Maximising funding to schools

In planning activity and setting the Application and profile of expenditure, evidence of a clear and demonstrable commitment to passporting the majority of funding to schools is required. Assurances of this as part of the Application and quarterly updates will need to be provided to the Welsh Government. For the EIG element a minimum 80% delegation must be maintained.

Minimising administration and management costs

The grant arrangements support efforts to reduce the administration costs of managing the Funding. You will demonstrate and evidence a commitment to maintaining a low level of spend in managing and administering the Funding. The Funding may be used to support the management and administrative costs of delivering the Pupil Development Grant.

Policy requirements and expectations

These are set out below, in schedule one and in your Annex B of the funding letter. We will continue to discuss and review the expectations for each policy area through our joint regular meetings and we will review this on a regular cycle thereafter on a mutually agreed reporting format with frequency of the cycle to be agreed.

A) Curriculum & Assessment - Supporting a national curriculum with equity & excellence at its core that sets high standards for all learners

Curriculum and assessment reform programme

Funding must be used to support both the development of understanding of the Curriculum for Wales (CfW) in schools and settings, and to support curriculum design and planning in preparation for implementation of the new curriculum from September 2022. In so doing, activity funded through this

programme must be directed towards taking forward the shared expectations and ways of working set out in [Curriculum for Wales: the journey to 2022](#) and the jointly agreed policy vision and roles and responsibilities set out in [Curriculum for Wales: Implementation Plan](#).

Curriculum reform budget lines have been harmonised in 2021-22 to provide for greater flexibility in responding to the assessed needs of schools and settings. The programme will need to be coherent with the Professional Learning support and approaches set out in the 'Developing a high-quality education' section of this schedule.

Funded activity in this programme will need to include the following areas.

Developing the capacity of schools to engage in curriculum reform:

To develop and implement a flexible programme of targeted interventions to support the collaborative development of shared understandings on curriculum and assessment. The intended outcome is to support practitioners to move towards the new curriculum and assessment arrangements, as outlined in CfW guidance, and support individual learners' progression journey. This programme should support schools through the process of developing their curriculum vision into curriculum design and planning. As part of this funding you will be expected to:

- ensure that all maintained schools have access to support for curriculum reform and they are routinely advised on the support available for the stage of their reform journey
- focus on support for those schools which have furthest to go in their curriculum reform journey
- support local engagement between as well as within schools in the context of National Network conversations
- support practitioners in developing their understanding of assessment arrangements as an integral part of curriculum design and for the purpose of supporting individual learner progression
- support the embedding of ongoing, day to day assessment within learning and teaching (in terms of planning and practice)
- collaborate with other regions / authorities to ensure national coherence in the development and delivery of the programme.

Support for in-school curriculum engagement:

A standard level of funding agreed across Wales made available to support schools undertake their curriculum design and development. National guidance on how schools should apply this funding will be co-constructed with partners.

Schools engagement with the National Network:

A standardised level of funding agreed across Wales made available for maintained schools' engagement with the National Network and its

conversations. This to be compensated at £200 per day for up to 10 days per school during the financial year. The funding will be directed at supporting schools' consideration of the issues being explored, and discussing these questions back at school / setting, sharing and embedding the learning from these events. This activity will also continue to contribute to the national conversation on curriculum reform by sharing findings across regions / authorities and Welsh Government.

Core National Network schools engagement:

A standardised level of funding at £200 per day to support those schools identified to drive the work of the National Network through a core group (to include regional consortia / local authority, Estyn, Welsh Government representatives). National guidance for core group schools including specific expectations and inputs will be co-constructed with partners.

Additional CfW guidance workstreams:

The funding supports a number of specific practitioners from maintained schools to continue to work directly with Welsh Government to co-construct and / or pilot additional guidance for the new curriculum in the summer and autumn terms. This work is compensated at a cost of £200 per day and all workstreams should complete activity by December 2021.

B) Developing a high-quality education profession - improving the teaching & learning in our schools

Education Improvement Grant

Local Authority Match funding for the consortium

Local Authorities provide match funding to the Education Improvement Grant for Schools element of the Funding. The 2021-22 level is set at the match funding level to the Education Improvement Grant for Schools for 2017-18. EIG grant includes foundation phase funding.

Schedule 1b Purposes

Foundation Phase

You and the consortium must be able to confirm your distribution formula for the Funding to support schools in accordance with the recommended ratios and non-maintained settings to deliver high quality Foundation Phase.

Maintained settings

The Funding allocation must be used to support the Foundation Phase staff to learner ratios and can be used to facilitate COVID-19 social distancing requirements. As part of the delivery of a high quality and effective Foundation Phase curriculum (including payment for supply cover for absences other than for training purposes) settings must be working towards

or to achieving the Foundation Phase ratios of 1:8 for Nursery and Reception and 1:15 for Year 1 and Year 2.

Non-maintained settings

The Funding must also be used to support Foundation Phase practitioners in non-maintained settings to deliver high quality education provision.

14-19 Learning Pathways

(This will only apply if and when the disapplication of the requirement to the minimum number of choices made in the Learning and Skills Wales 2009 Measure is withdrawn)

You must ensure schools in your local authority meet the requirements of the Learning and Skills (Wales) Measure 2009 that they offer students a minimum of 25 courses, 3 of which are vocational at KS4 and at post 16 schools must offer a minimum of 30 choices of which 5 must be vocational. The vocational courses for post 16 must fall across the 3 domains, one of which must be mathematics, science and technology domain.

You must ensure that all schools have a local curriculum offer that meets the requirements of the Learning and Skills Wales Measure by 30 April 2021 and then confirm in writing to Welsh Government no later than 31 May 2021 that all schools within your consortia have met the requirement of the measure.

For Welsh-medium Schools and bilingual schools consortia must engage with schools that offer courses through the medium of Welsh to confirm their local curriculum offer data, required by the reporting obligation under Section 116B(4) of the Education Act 2002 (See details below), in writing to Welsh Government no later than 31 May 2022. Welsh-medium Schools and bilingual schools will need to complete a spreadsheet which will be provided by Welsh Government and consortia will need to provide this data to Welsh Government by 31 May 2022. Officials intend for this data to be used by the Welsh Language division to inform their work on the WESP regulations.

Section 116B(4) of the Education Act 2002 sets out that a local authority must provide the Welsh Ministers with a report on courses through the medium of Welsh in accordance with their instructions (“reporting obligation”). The report must:-

- *(a) describe the courses of study included within local curricula established by the authority for that academic year which were to be taught through the medium of Welsh;*
- *(b) describe how many pupils elected to follow such courses and how many pupils were entitled to follow such courses;*
- *(c) explain what the authority plans to do in academic years following that to which the report relates so that registered pupils of schools maintained by the authority are given the opportunity to*

follow local curricula courses of study which are taught through the medium of Welsh.

Support for Welsh in Education Strategic Plans

The EIG Funding must be used to support the delivery of local authority Welsh in Education Strategic Plans in working towards the aims of Cymraeg 2050, supported by the Welsh in education funding outlined below.

Professional learning to realise the curriculum

To support the further development of the regional Curriculum for Wales professional learning programme to equip all schools to realise the new curriculum. To continue to work with schools to ensure all practitioners receive the relevant knowledge and skills to effectively realise the new purpose-led curriculum.

As part of this funding you will be expected to:

- ensure engagement of all practitioners with the new curriculum and to equip practitioners with the appropriate skills;
- continue to provide access to an asynchronous Curriculum for Wales development programme with a key focus on middle leaders and teachers;
- adapt the future delivery of the programme as appropriate to align with the phased re-opening of schools;
- continue to work with other regions to ensure parity of provision of this national programme;
- support engagement in the programme by all schools as we move closer towards 2022;
- fund and support the development and delivery of national professional learning programmes linked to key areas of the new curriculum e.g. international languages, careers and the world of work. Priorities to be agreed with Welsh Government and programmes to be co-developed with other stakeholders where applicable;
- support delivery of the national pedagogy project and phase 2 of the leading collaborative learning project
- support the implementation of the OECD Teacher's Professional Learning (TPL) study action plan;

You will agree the requirements of the Funding for professional learning to support curriculum implementation in an operational plan within 6 weeks of the award of Funding and confirm staffing capacity within the region to deliver the plan. You will agree with our policy lead how you will evidence value for money and demonstrate evidence of local need and local delivery based on regional strategic planning.

Professional learning to realise the curriculum – school-led

This funding is to support school to school working to enable schools to deliver professional learning on a cluster, local or regional basis.

As part of this funding you will be expected to:

- ensure all schools benefit from this enhanced funding investment through national professional learning provision to support curriculum realisation. Some elements of expenditure may be directed by WG;
- continue to work with HEI partners to support schools to successfully complete 20/21 cycles of enquiry during the summer term;
- begin to develop the infrastructure to support the transition to the National Enquiry development Programme for all practitioners, in light of an external evaluation;
- expand lead cluster networks to increase capacity to develop and deliver the regional professional learning offer to equip the wider schools network to prepare for the new curriculum;
- fund school-level engagement with the national pedagogy network and phase 2 of the leading collaborative learning project;
- fund and support schools to engage with the professional standards for teaching and leadership and for assisting teaching and the on-going evaluation;
- fund and support school sixth form practitioners to engage in collaborative post-16 NPEP cluster work.

Support the Welsh in education plan

This Funding supports the implementation of the *Welsh in Education: action plan*. As part of this funding you will be expected to deliver the following:

- continue the role of the regional Welsh strategic leads in order to facilitate cross-regional working and to inform and support national developments to deliver the Welsh in education action plan;
- work with local authorities on the planning and implementation of Welsh in Education Strategic Plan outcomes that are specifically linked to the regional role of school improvement and delivering professional learning;
- professional learning to support the workforce to prepare to deliver a transformational approach to the learning, teaching and assessment of the Welsh language;
- strategic planning to target practitioners to access Sabbatical Scheme courses and provide post-course support once they return to school to plan the best use of the skills developed;
- professional learning to support schools to improve teaching through the medium of Welsh and immersion education;

- ensure that the challenge and support functions for schools advises school leaders on how to strategically plan to address the objectives of the *Welsh in Education: action plan*, and monitors their progress along with how they use their professional learning and EIG funding for this purpose.

This funding can be retained by the regions to deliver support to schools, and is not required to be delegated to schools. You will agree the requirements of the Funding for Welsh in education in an operational plan within 6 weeks of the award of Funding and confirm staffing capacity within the region to deliver the plan. You will agree with our policy lead how you will evidence value for money and demonstrate evidence of local need and local delivery based on regional strategic planning.

A level and Advanced Welsh Baccaulaureate improvement

Funding must be used to provide support to improve teaching and learning of A Levels and the Advanced Welsh Baccaulaureate.

As part of this funding you will be expected to deliver the following:

- continued delivery of the leadership programme for sixth form leaders;
- continued engagement with the VESPA mindset;
- support for the roll-out of post-16 NPEP cluster projects;
- continued delivery of professional learning to support the teaching of the Advanced Welsh Baccaulaureate;
- support schools to access and make best use of resources to support transition and work with Welsh Government to develop case studies on schools' approaches;
- support schools to plan for possible disruption in the autumn and winter by planning programmes of study that align with the availability of resources;
- support the creation and consolidation of a shared post-covid approach to post-16 study, and
- support for other cross-consortia projects that may emerge during the year.

National Pedagogy Project

Funding must be used to provide support to the national pedagogy project. As part of this funding, you will engage with the following activity:

- To facilitate regional engagement and professional learning in the development of shared professional learning resources and

programmes related to the activity plan for the National Pedagogy Project.

- To engage with the listening to learners project to consider how have we listened to learners to support them through the pandemic. Engaging learners in dialogue about learning experiences in relation to Curriculum for Wales as part of our national exploration of pedagogy.
- To deliver phase 2 of the Leading Collaborative Learning project, which will include the following priorities:
 - Sustain professional learning that maintains conversation, deepens understanding and confidence in pedagogical strategies as part of the National Exploration of Pedagogy Project.
 - Sustain professional learning that further supports leadership engagement with the Schools as Learning Organisation model and Professional Teaching and Leadership Standards.
 - Sustain mechanisms that support the development of a secondary school collaboration through a core network focused on leadership and pedagogy across Wales

Evidence Informed Profession Project (*Research Hub Schools*)

As part of the National Strategy for Educational Research and Enquiry, in 2021-2022 the Welsh Government will work with HEIs, Regional Education Consortia, local authorities and hub schools to scope and develop an *Evidence Informed Profession* Project. As a key part of the NSERE, the project will develop a model that over time will provide **all** schools and **all** practitioners with the opportunity to be able to use high quality educational research and participate in professional enquiry. As such it will be a 'wrap-around' programme that will align with other related developments in the system such as the new ITE programmes, the developments in NQT Induction, NPEP, other enquiry-based projects, Schools as Learning Organisations and other activity within the NAPL.

The scoping and development project will draw upon the experience of these developments and international research evidence, to develop a pilot programme that will commence in 2022-2023 and thereafter be scaled up to involve all schools and all practitioners in Wales.

To secure the active involvement of schools in the scoping, design and development of this programme in 2021-2022, the Welsh Government will provide funding to schools representing each local authority area. The schools will be identified through criteria to be agreed between Welsh Government, HEIs and the Regional Education Consortia and funded through the funding made available to the Consortia through the grant.

So, our expectations of the consortia would be that they would:

- Identify a lead member of staff to join the Project Group for the Evidence Informed Profession project.
- Fully participate in the project to develop a model to provide **all** schools and **all** practitioners with the opportunity to use high quality educational research and participate in professional enquiry.
- Work with Welsh Government and HEIs to develop criteria for selecting schools to be involved in scoping and developing the pilot research and enquiry programme.
- Provide funding to the selected schools in each local authority within the consortium area, to enable them to participate fully in developing the pilot programme.

Other teaching and learning PL (MFL; Literacy and numeracy; Digital)

Modern Foreign Languages - Global Futures

Funding should be used for secondary schools to enable engagement and collaboration with quality improvement practitioners, innovation schools and professional learning pioneer schools within other Consortia to improve the teaching of MFL and to support planning for International Languages provision.

Also for support for secondary schools to work with Language Institutes, HEIs (including the Open University) to provide opportunities and support for the teaching and learning of international languages. The support provided should align to the strategic aims and actions outlined in the Global Futures Action Plan 2020-22.

Modern Foreign Languages- Building Capacity in the Primary Sector

Provision to build capacity to teach international languages in primary schools in preparation for the new curriculum. This is to include the amount to be allocated to the Open University's 'TEachers Learning to Teach languages (TELT)'.

Coding and Digital Skills

As part of this funding, we expect support for developing coding and digital skills to be provided based on your regional needs. The aim is to embed the concepts of computation for teaching and learning across the curriculum. This funding is to support ongoing work under our 'Cracking the Code' plan and for learners to develop their understanding of how to use digital technologies to their full potential, to understand how computers interact, and that there are broad legal, social and ethical consequences to the use of technology. This funding is also for ongoing work to develop support and resources for schools to improve digital skills at a whole school level.

Literacy and Numeracy

Funding to continue to provide direct support for literacy and numeracy towards further improvements in 2021-22 as part of a self improving system. This is in addition to the funding provided via the EIG.

Digital Competence Framework

As part of this funding we expect support for digital competence to be provided based on your regional needs. The aim is to further embed the digital competence across the curriculum. This funding is also for ongoing work to develop support and resources for schools to improve digital planning and implementation at a whole school level.

Higher Level Teaching Assistants (HLTA) - & TALP

To offer and deliver a range of suitable programmes across the different levels of teaching Assistants in Wales known as the Teaching Assistant Learning Pathway (TALP). Provision should be progressive and linked to the Professional Standards for assisting teaching.

To deliver an Aspiring Higher Level Teaching Assistant Programme that leads to the assessment of the Higher Level Teaching Assistant (HLTA) Status. The Aspiring HTLA Programme and the HLTA Assessment will support and be linked to the National Professional Learning Framework for the educational workforce and Our National Mission.

The TALP will support developing all professionals in the educational workforce raising standards and reducing the attainment gap. It is therefore vitally important that the next generation of Teaching Assistants are developed and supported to ensure that they are equipped to face the challenges of the new curriculum.

As part of this funding you will be expected to:

- Maintain the quality threshold for all candidates to ensure that they can develop their skills appropriately which is progressive and continues to develop all practitioners.
- take into account any pressure points and areas of need (such as those working in the Welsh Medium sector) when considering candidates to join the TALP and,
- ensure consistency of delivery across the regions delivering both regionally and nationally as applicable

Coaching and Mentoring

Deliver phase 2 of the National Coaching and Mentoring project to provide coaching and mentoring professional learning and accreditation to the following cohorts:

- Additional Learning Needs Co-ordinators x 200

- Induction Mentors x 40
- Annual Update Training to those who have previously completed the 6 session core programme
- Support for 100 Individuals to achieve ILM Level Coaching & Mentoring Level 3 (25 per region)
- Support for 40 individuals to achieve ILM Coaching & Mentoring Level 5 (10 per region)
- Support for 20 individuals to achieve ILM Coaching & Mentoring Level 7 (5 per region)
- Support for 20 individuals to achieve ILM Coaching Supervision Level 7 (5 per region)

Early Career Support Package

This funding should be used to engage with schools, induction mentors, external verifiers to develop a series of blended learning professional learning resources for Newly Qualified Teachers as part of the revised induction professional learning programme. Funding can also be utilised to deliver additional professional learning to schools and external verifiers who will be engaged with the induction placement programme starting in September 2021.

Engagement with HEIs

This funding can be used by regions to facilitated the joint-working with HEI on the delivery of key programmes, including:

- recruitment to the new Masters programme
- recruitment to ITE provision via Open University
- engagement with the NSERE Evidence Informed Profession project.

Professional learning funding for schools

The regional allocation of the £12,000 national professional learning funding for schools must be passed 100% to schools and PRUs as per any agreed distribution formula. The region should utilise their challenge advisers to provide support to schools to ensure their plans for PL appropriately reflect their school's journey and local priorities in accordance with the school development plan and adhere to national guidance on the use of the funding.

This funding can be used flexibly to allow schools to work together in ways that suit their own circumstances, in line with the specific terms associated with this funding outlined in Annex A. Welsh Government will also publish further guidance for schools regarding the use of this grant. Schools may also be expected to contribute to case studies and inform a prospective evaluation of the impact of the grant.

Accelerating Learning Programme

The expectation of the funding is to help schools meet the demands of the **Recruit, Recover, Raise Standards: Accelerating Learning Programme** as announced by the Minister for Education on 8 July 2020.

During the crisis, it has become clear that many learners have not progressed as much as they might in terms of their progress in learning, some learners having been impacted more seriously than others have. The funding allocated to schools via local authorities enables investment in schools to allow them to recruit and deploy additional human capacity to support learners in addressing their needs following the initial COVID-19 crisis and period of school closure.

All pupils are eligible for additional help when they return to school in September, although the scope of the help needed will vary significantly depending on individual circumstances. Given that resources are limited, we will prioritise in the following way when planning the allocation of resources:

In addition to the funding allocated to schools, funding has also been made available for the middle tier, via the regional consortia to support schools to deliver the accelerated learning programme.

What the funding should be used to provide:

The main purpose of the grant is to support enhancement of capacity in relevant organisations to ensure coherence across the region in the delivery of the accelerated learning programme.

The grant is designed to fund new and distinctive work specifically in relation to the principles of the accelerated learning programme. This work should involve the region, LAs, HEIs and the voluntary sector. The grant can fund additional capacity in any or all of these, as agreed by you and your LAs.

The grant is also designed to support you in any additional work you have to do to support and sign off schools' plans for use of the accelerated learning programme grant at school and cluster level. These plans should reflect how schools will deliver accelerated learning programme and strengthen their learning resilience planning to prepare for future disruption.

You and your LAs may wish to use some of the grant to support enhanced professional learning for schools needing additional help with preparing for delivering a blended solution as a response to future disruption.

The funding is **not eligible to be used** for the purchase of equipment, including ICT devices, or any form of consumables and is **only to be used** to deploy additional human resources in support of the programme.

There is an expectation that you will maximise the efficacy of the funding appropriately across the region, LAs, HEIs and the voluntary sector to maximise the impact of funding.

Monitoring requirements

The provision of such a large amount of additional funding to deliver the accelerated learning programme dictates we all ensure that the resources are deployed well and have the required impact. However, we all wish to minimise bureaucracy.

In keeping with these principles, you are required to:

- Provide a plan outlining your region's response to the grant detailing how you will use the resource to achieve the above objectives by end of November;
- Report progress toward an agreed target for the making available of resources;
- Sign off school level accelerated learning programme and learning resilience planning in line with the region's approach to planning support.

C) Leadership - supporting inspirational leaders working collaboratively to raise standards. Includes future leadership & professional networks.

Leadership programmes

1. *Future Leaders Programmes (Aspiring, middle leaders including Coaching & Mentoring support)*

To offer and deliver a range of suitable programmes across the different levels of leadership in Wales including those national development programmes for Aspiring, senior, middle and experienced Leaders. Programmes will have either received or are working towards receiving endorsement from the National Academy for Educational Leadership. Any provision offered using this funding should be in line with national provision and meets the endorsement criteria as set out by the National Academy for Educational Leadership.

Provision should be progressive and support the vision of collaborative leadership linked to the Professional Standards of Teaching and Leadership.

Provision should equip participants to become inspirational leaders who can work collaboratively and are committed to raising standards and reducing the attainment gap.

Learning opportunities should support leaders at all levels and should be clearly linked to Leadership Pathway. All candidates should be offered the support of the learning coach or mentor.

You will share with our policy lead your plan to deliver Leadership Provision for all schools. You should also provide a contact name for this work and ensure that any good practice can be shared more widely across Wales. All programmes should be common national programmes even if delivered locally

2. *New and Acting Head Teachers Programme*

The funding will also support the delivery of the Newly Appointed and Acting Headteacher Programme endorsed by the National Academy for Educational Leadership and should be available to all newly appointed and acting Headteachers in Wales. The programme is to be delivered by the Regional Consortia and their partners including Local Authorities and Higher Education Institutions.

- It subscribes in its design to the Regional Professional Learning Model.
- The content is based on the Professional Standards for Teaching and Leadership, Developing Schools in Wales as Learning Organisations and Education in Wales: Our National Mission.
- The duration of the programme and sequencing of learning activities is consistent across Wales
- There are common expectations about the progress that will be made by participants and how this will impact on their leadership practice.

The programme supports New Headteachers to obtain the information they need to work effectively on a local basis along with providing individual development focusing on the knowledge and skills required to become a successful Headteacher.

The delivery of this programme by the local authority will need to link and comply with the programme that has been endorsed by the National Academy for Educational Leadership, and to meet their criteria. This will include Headteachers being part of national development days. Only the local element should be delivered locally and form part of a national professional learning programme.

3. *National Professional Qualification for Headship (NPQH)*

To deliver an aspiring heads programme that provides access to the NPQH assessment. The Aspiring Heads Programme and the NPQH assessment will support and be linked to the Professional Standards for Teaching and Leadership and Our National Mission. As part of the programme individual aspiring Heads will be supported through an assigned coach and/or mentor.

Both the Aspiring Heads and the NPQH Assessment are key aspects of the action plan to equip Wales with inspirational leaders who can work collaboratively and are committed to raising standards and reducing the attainment gap. It is therefore vitally important that the next generation of head teachers are developed and supported to ensure that they are equipped to face the challenges of headship and to embed the role of head teachers as leaders of change in our system.

Funding, in 2021/2022 will comprises of £1,500 per candidate for assessment only, limited to only those who have undertaken the Aspiring Heads Programme that started in January 2021 across Wales and limited to 242 candidates across Wales. The cost for candidates above the maximum number outlined will be met by Consortia from their own budgets.

As part of this funding you will be expected to:

- maintain the quality threshold so that candidates are only accepted onto the programme that have a high likelihood of successfully completing and progressing to a headship position (assuming one is available) within 2 years;
- take into account any pressure points and areas of need (such as the need for Welsh Medium heads) when considering candidates and prioritise appropriately; and,
- ensure consistency of delivery across the regions and they are in line with the Professional standards for Leadership.
- The Aspiring Heads Programme and the Assessment of the NPQH status conforms to a national professional learning programme delivered both regionally and nationally.

D) Strong & inclusive schools committed to excellence, equity & well-being

Pupil Development Grant

The Pupil Development Grant (PDG) grant offer letter will be issued separately to this grant offer letter including all terms and conditions.

E) Supporting a self-improving system - supporting a system in which the education profession have the skills, capacity & agency to continually learn & improve their practice

Develop schools as learning organisations

To continue to support national implementation of the Schools as Learning Organisations (SLOs) approach, leading to a significant increase in engagement with the national SLO survey. In line with the National Mission update, develop the national professional learning offer for leaders in light of the findings of the SLO survey.

As part of this funding you will be expected to:

- work in partnership with the Welsh Government practitioner secondee leading on national SLO implementation;
- produce a national SLO implementation plan in partnership with other regions;
- significantly enhance engagement with the national SLO survey;
- continue to provide a programme of support for schools who are new to the survey and those who are repeating the survey, with specific PL for school leaders;
- continue to share best practice across the system to equip SLO enablers to support other schools with areas for development;
- support the ongoing development of regional consortia as middle tier learning organisations as part of the wider transition towards a learning education system.

**SCHEDULE 2
The Targets**

Description of the Target	Date by when it should be achieved?	Evidence required
Due to the volume of projects involved in this grant offer letter and each having separate targets and objectives of grant, this will be outlined in the purpose section.	Individual target date to each project in schedule 1.	Each project will have different approaches for evidencing that the targets have been met.

SCHEDULE 3

Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required in accordance with any relevant legislation;
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us or any UK subsidy enforcement body or any of its auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity [whilst the Purposes are/were being carried out];
8. we have made an overpayment of Funding to you;
9. there is a duplication of funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme
10. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
13. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;

14. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
15. you are unable, or admit in writing your inability, to pay your debts as they fall due;
16. any distress, execution, attachment or other process affects any of your assets;
17. a statutory demand is issued against you;
18. you cease, or threaten to cease, to carry on all or a substantial part of your business;
19. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
20. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;
21. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.

SCHEDULE 4
Indicative Payment Profile
(refer to Conditions 5(b), 6(a) and (b))

Period	Payment amount	Dates for receiving payments
April – June 2020	11,354,897	23 rd July 2021
July – September 2020	10,908,524	8 th October 2021
October – December 2020	11,354,897	7 th January 2022
January – March 2021	13,586,762	11 th March 2022
Total	47,205,079	

*This grant will be paid in arrears based on the figures above.

SCHEDULE 5
Statement of Expenditure

Regional Consortia Allocation Certificate

End of Year income / expenditure report

- a) Total grant received for 2021 -22 £
- b) Actual Expenditure £

Objective	Funding Description	Allocation 21/22	Expenditure 21/22
Curriculum & Assessment - Supporting a national curriculum with equity & excellence at its core that sets high standards for all learners	Curriculum & Assessment Reform		
	Education Improvement Grant for Schools (EIG)		
Developing a high-quality education profession - improving the teaching & learning in our schools	Professional learning to realise the curriculum		
	Professional learning to realise the curriculum - school-led		
	Support for Welsh in Education plan		
	A Level and Advanced Welsh Bacc improvement		
	Other teaching and learning PL (MFL, Literacy and numeracy, Digital)		
	Higher Level Teaching Assistants (HLTA) - & TALP		
	All Age Schools - Support for Research and Collaborative Projects		
	Professional Teaching Awards Cymru (PTAC)		
	Coaching and mentoring (GWE only)		
	Early career support package		

	External policy advice/support for the 16-19 PCET Policy team		
	Professional Learning funding for schools		
	HEI engagement		
	RRRS (Accelerating Learning Programme)		
	Building Capacity in Leadership - CSC		
Leadership - supporting inspirational leaders working collaboratively to raise standards. Includes future leadership & professional networks	Leadership		
Strong & inclusive schools committed to excellence, equity & well-being	Pupil Development Grant (PDG) exc PDG Access		
Supporting a self improving system - supporting a system in which the education profession have the skills, capacity & agency to continually learn & improve their practice	Multi-agency support approach - (EAS)		
	Develop schools as learning organisations - Criteria 3 Funding		
Total			
Total (excluding PDG)			

**For each variation issued by Welsh Government, you will receive an updated version of this certificate.*

Grant to be reclaimed by the Welsh Ministers (a-b) £

I confirm that the agreed aims and objectives have been met.

Certificate of the Chief Finance Officer

I certify to the best of my knowledge and belief that:

- the Information given above is correct and that all expenditure correctly records actual amounts incurred by the authority in relation to the Purposes and costs approved by the Welsh Government as being eligible under the grant;
- Activity was carried out against the agreed aims and objectives in accordance with the Award letter and associated Terms and Conditions of the grant;
- Systems and Controls were in place to ensure that the grant was used solely for the Purposes for which it was given, whether spent directly or passed to other organisations;
- No claims have been made for other funding from the Welsh Government or any other body in respect of the expenditure shown on this statement; and
- Monitoring arrangements were in place to ensure that implementation progressed as recorded on any agreed Delivery plan.
- Virements over 10% per line have been agreed in writing with Welsh Government officials.

I have attached a qualification report outlining why I am unable to certify the above.

Signature:

Date:

Position: Director of Finance (Section 151 Officer)

SCHEDULE 6

Requirements of the GDPR

Part 1

Carrying out the Purposes will require the processing of personal data on our behalf. We will be the Data Controller and the table below provides details of the permitted processing to be undertaken in carrying out the Purposes.

You must comply with any further written instructions from us in respect of processing on our behalf. Any such further instructions shall be incorporated into the table:

Description	Detail
Legal Basis for Processing	GDPR Article 6(e) Processing is necessary for the performance of a task carried out in the public interest
Subject Matter Of The Processing	In accordance to Schedule 1 of this Grant Offer Letter, the purpose listed for National Professional Qualification for Headship (NPQH) will require the regions to provide personal data to WG. The personal data collected and process will be of individuals who qualify for the programme and in order for WG to issue certification to them.
Duration of the Processing	The duration of the process will be for the time necessary for the production and awarding of the certification for length of time this grant offer letters covers
Location of Processing	The data must be processed within the UK
Nature of the Processing	National Professional Qualification

	<p>for Headship (NPQH) The nature of the processing is to enable WG as the 'Awarding Body' to moderate, produce and issue certificates to eligible individuals who participate on the NPGH Programme.</p>
<p>Purposes of the Processing</p>	<p>National Professional Qualification for Headship (NPQH)</p> <p>The purpose of the processing will support WG in their commitment to the new Professional Standards for Teaching and Leadership and Our National Mission</p> <p>This is achieved in their administrative role as the 'Awarding Body', to monitor, produce and issue certificates to eligible individuals who participate on the NPGH Programme.</p>
<p>Type of Personal Data to be Processed</p>	<p>Personal Data of individual who participated on the NPQH Programme, being collected and processed to include:</p> <ul style="list-style-type: none"> ▪ Full Name, ▪ email address – personal and school ▪ Teacher Reference Number ▪ Current Job title ▪ Assessment Language, Local Authority , Consortia ▪ School Name and Address ▪ Sector
<p>Categories of Data Subjects</p>	<p>Personal Data of Teachers / Head teachers</p>
<p>Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>WG will retain the personal data required for the certification on National Professional Qualification for Headship (NPQH) programme for 3 years, after which time the data will be</p>

	destroyed
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Part 2

1. The definitions set out below for the following terms shall be used in this Schedule 6:

Data Security Event	means any event that results or may result in unauthorised access to Personal Data held by you under the Award of Funding , and/or actual or potential loss and/or destruction of Personal Data in breach of this Award of Funding including any Personal Data Breach (as defined in the UK GDPR);
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the DPA 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party;
Data Subject Access Request	means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
DPA 2018	means the Data Protection Act 2018;
UK GDPR	means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018;
Law	means: (a) any applicable statute or proclamation or any delegated or subordinate legislation;

	<p>(b) any applicable guidance, code of practice, direction or determination with which we and/or you are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to you by us ; and</p> <p>(c) any applicable judgment or order of a relevant court of law which is a binding precedent in England and Wales,</p> <p>in each case in force or applicable in both England and Wales, or in Wales only;</p>
Party	means us or you, together ' the Parties ';
Protective Measures	means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the measures adopted by it;
Sub-Processor	means any third party appointed to Process Personal Data on your behalf in relation to the Award of Funding;
Working Days	means a day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971.

2. PROTECTION OF PERSONAL DATA

2.1 In this Schedule 6 the following terms shall have the meaning given to them in the UK GDPR: **Controller, Processor, Data Subject, Personal Data, Process, Personal Data Breach, Data Protection Officer.**

2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation we are the Controller and you are the Processor.

2.3 Unless otherwise required to do so by Law (in which case you shall inform us of that legal requirement before Processing, unless law prohibits such information on important grounds of public interest), the only Processing of Personal Data you are authorised to do is described in this Schedule 6 or is the subject of prior written approval by us and may not be determined by you. You will not process the Personal Data for any other purpose or in a way that does

not comply with this Award of Funding or the Data Protection Legislation. You must comply promptly with our written instructions requiring you to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

2.4 You must notify us immediately if you consider that any of our instructions infringe the Data Protection Legislation.

2.5 You must provide all reasonable assistance to us in any on-going Data Protection Impact Assessment prior to and after commencing any Processing. Such assistance may, at our discretion, include:

2.5.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

2.5.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Purposes;

2.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

2.5.4 a systematic description of the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.6 You must in relation to any Personal Data Processed in connection with your obligations under the Award of Funding:

2.6.1 process that Personal Data only in accordance with Condition 2.3 of this Schedule 6, unless you are required to do otherwise by Law. If you are so required you must promptly notify us before Processing the Personal Data unless prohibited by Law;

2.6.2 ensure that you have in place Protective Measures, which have been reviewed and approved by us as appropriate, to protect against a Data Security Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Security Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

2.6.3 you must, where you are required under the Award of Funding to notify Data Subjects of the purpose and detail of the Processing to be undertaken, cooperate with us to agree an appropriate notice which complies with the Data Protection Legislation. The notice

must have our prior written approval. You must not modify or alter the notice in any way without our prior written consent;

2.6.4 ensure that your Personnel do not Process Personal Data except in accordance with the Award of Funding;

2.6.5 ensure that you take all reasonable steps to ensure the reliability and integrity of any of your Personnel who have access to the Personal Data and ensure that they:

- (i) are aware of and comply with your obligations under the Conditions;
- (ii) are subject to appropriate confidentiality undertakings with you or any Sub-Processor;
- (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by us or as otherwise permitted by the Award of Funding; and
- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.6.6 not transfer Personal Data outside the UK unless our prior written consent has been obtained or Article 28(3)(a) of the UK GDPR applies.

2.6.7 At our written direction, delete or return Personal Data (and any copies of it) to us on expiry of the Award of Funding unless you are required by Law to retain the Personal Data.

2.7 Subject to Condition 2.8, you must notify us immediately if in connection with the Award of Funding you:

2.7.1 receive a Data Subject Access Request (or purported Data Subject Access Request);

2.7.2 receive a request to rectify, block processing or erase any Personal Data;

2.7.3 receive any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.7.4 receive any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Award of Funding;

2.7.5 receive a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

2.7.6 become aware of a Data Security Event.

2.8 Your obligation to notify under Condition 2.7 of this Schedule 6 includes the provision of further information to us in phases without undue delay as details become available.

2.9 Taking into account the nature of the Processing, you must provide us with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition 2.7 of this Schedule 6 (and insofar as possible within the timescales reasonably required by us) including by promptly providing us with:

2.9.1 full details and copies of the complaint, communication or request;

2.9.2 such assistance as we may reasonably request to enable us to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.9.3 at our request, any Personal Data you hold in relation to a Data Subject;

2.9.4 assistance as we may reasonably request following any Data Security Event;

2.9.5 assistance as we may reasonably request with respect to any request from the Information Commissioner's Office or any consultation by us with the Information Commissioner's Office.

2.10 You must maintain complete and accurate records and information to demonstrate your compliance with this Condition 2 of this Schedule 6. This requirement does not apply where you employ fewer than 250 staff unless:

2.10.1 we determine that the Processing is not occasional; or

2.10.2 we determine the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Articles 10 of the UK GDPR; or

2.10.3 we determine that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.11 You must allow for audits of your Data Processing activity by us or our designated auditor.

2.12 You must designate a data protection officer if required by the Data Protection Legislation.

2.13 Before allowing any Sub-Processor to Process any Personal Data related to the Award of Funding you must:

2.13.1 notify us in writing of the intended Sub-Processor and Processing;

2.13.2 obtain our prior written consent;

2.13.2 enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this Condition 2 of this Schedule 6 such that they apply to the Sub-Processor; and

2.13.3 provide us with such information regarding the Sub-Processor as we may reasonably require.

2.14 You shall remain fully liable for all acts or omissions of any Sub-Processor.

2.15 We may at any time on not less than 30 Working Days' notice revise this Condition 2 of this Schedule 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Award of Funding).

2.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office and other guidance where relevant. We may on not less than 30 Working Days' notice to you amend the Award of Funding to ensure that it complies with any guidance issued by the Information Commissioner's Office.

2.17 For the avoidance of doubt, nothing in the Award of Funding shall relieve you of your own direct responsibilities and liabilities under the Data Protection Legislation.

2.18 You agree to indemnify and keep us indemnified against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by us as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that

individual or other legal person as a result of your unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data process by you, your employees or agents in your performance of the Award of Funding or as otherwise agreed between the Parties.

2.19 The provisions of this Condition 2 of this Schedule 6 shall apply during the continuance of the Award of Funding and indefinitely after its expiry.

TWO SIGNATORIES ARE REQUIRED

We declare we are duly authorised to accept the award of Funding in relation to Regional Consortia School improvement Grant 2020-2021 and the Conditions relating to the Funding (Issued 25th May 2021).

_____ Signature
An authorised signatory of Rhondda Cynon Taf County Borough Council

_____ Name

_____ Job Title

_____ Date

_____ Signature
An authorised signatory of Rhondda Cynon Taf County Borough Council

_____ Name

_____ Job Title

_____ Date

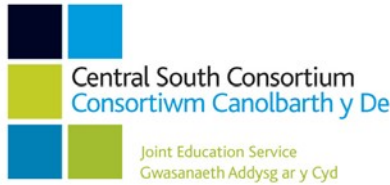
_____ Signature
An authorised signatory of Central South Consortium

_____ Name

_____ Job Title

_____ Date

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CENTRAL SOUTH CONSORTIUM

REPORT FOR JOINT COMMITTEE

15TH JULY 2021

JOINT EDUCATION SERVICE

JOINT REPORT OF THE MANAGING DIRECTOR AND THE TREASURER – MEDIUM TERM FINANCIAL PLAN UPDATE (INDICATIVE 3 YEAR BUDGET - 2022/23 TO 2024/25)

Authors: Clara Seery (Managing Director) and Stephanie Davies (Head of Finance – Education & Financial Reporting)

1. PURPOSE OF REPORT

- 1.1 To provide Members with a Medium Term Financial Plan update (indicative 3 year budget) for the period 2022/23 to 2024/25.

2. RECOMMENDATION

It is recommended that Members:

- 2.1 Consider the Medium Term Financial Plan update (2022/23 to 2024/25) and instruct the Treasurer to notify the constituent local authorities of the recommended indicative 3 year budget to inform medium term financial planning arrangements within each Council.

3. MEDIUM TERM FINANCIAL PLAN UPDATE - INDICATIVE 3 YEAR BUDGET (2022/23 TO 2024/25)

- 3.1 Medium term financial planning is an essential component of the Consortium's governance arrangements and has played a key part in planning the delivery of a sustainable school improvement service over a number of years and providing a clear framework within which to operate.

- 3.2 The Consortium's latest Medium Term Financial Plan (MTFP) was reported to and agreed at the [21st January 2020](#) Joint Committee meeting and has been used to inform its 2020/21 and 2021/22 budget setting processes.
- 3.3 The current uncertainties around future public sector funding levels as a result of the on-going impact of the coronavirus pandemic and the implications of the next UK Central Government Comprehensive Spending Review scheduled for autumn 2021, reinforce the importance for robust medium term financial planning arrangements to be in place. In parallel with this position, the Chief Executives of the constituent local authorities, the Managing Director and the Treasurer have updated the Consortium's MTFP and compiled financial modelling scenarios for consideration by the Joint Committee, as set out below.

MTFP Planning Assumptions

- 3.4 The Consortium's updated MTFP has been constructed using the following planning assumptions:
- (a) The 2021/22 approved Revenue Budget used as the baseline year;
 - (b) Employee costs based on the current staffing structure in place and a 2% pay award assumption each year for financial years 2022/23, 2023/24 and 2024/25;
 - (c) Other employee related costs: no change to Pension Fund contribution rates over the period to 2024/25 and no change to the funding mix of employee costs between core and external grant; and
 - (d) Non-pay inflation applied using the forecasted Consumer Prices Index rates as included within the latest Bank of England Monetary Policy Report i.e. 2022/23 of 1.9%, 2023/24 of 1.8% and 2024/25 of 1.9%.

MTFP Financial Modelling Scenarios

- 3.5 To assist the Joint Committee in its planning considerations over the medium term, a number of financial modelling scenarios have been compiled based on the above planning assumptions. A summary is set out in Table 1.

Table 1 – Summary of medium term financial modelling scenarios (2022/23 to 2024/25)

Financial Modelling Scenarios	Estimated Annual Impact (Budget Gap) on the Consortium's Funding			Estimated Cumulative Impact (Budget Gap)
	2022/23	2023/24	2024/25	£k
	£k	£k	£k	
<u>Member Local Authority Contribution Level Options</u>				
A. 22/23 0%, 23/24 0% and 24/25 0%	71	72	74	216
B. 22/23 -1%, 23/24 -1% and 24/25 -1%	106	107	109	322
C. 22/23 -1%, 23/24 0% and 24/25 0%	106	72	74	252
D. 22/23 +1%, 23/24 +1% and 24/25 +1%	35	36	37	108
E. Local Authority contributions cover the pay award assumption (i.e. pay award assumption of 2% per annum)	9	9	10	28

3.6 For Members information, between 2016/17 and 2021/22 budget savings of £854k have been delivered to meet reductions in core funding levels and have been met from areas that did not impact on frontline school improvement activities and include staffing savings, rationalisation of non-pay budgets and a reduction in accommodation requirements and associated costs.

3.7 The Chief Executives of the constituent local authorities have reviewed the information included in Table 1 and also considered the ambitions set out within the Consortium's Business Plan that affords prioritisation to, amongst other things, supporting continuous school improvement and also supporting high quality teaching and leadership across all schools. Based on these considerations, to ensure the Consortium has the necessary resources to deliver the above priorities over the period of the updated MTFP, the Chief Executives recommend Option E (i.e. local authority contributions cover the pay award assumption (pay award assumption of 2% per annum)). Members will note that this option will require the Consortium to absorb inflationary pressures on non-pay costs over this period and Table 2 sets out the Chief Executives recommended financial modelling option for Joint Committee's consideration.

Table 2 – Recommended Financial Modelling Option

Recommended Option	Estimated Annual Impact (Budget Gap) on the Consortium's Funding			Estimated Cumulative Impact (Budget Gap)
	2022/23	2023/24	2024/25	£k
	£k	£k	£k	
E. Local Authority contributions cover the pay award assumption (i.e. pay award assumption of 2% per annum)	9	9	10	28

3.8 The estimated impact on Local Authority contribution levels of the recommended option is shown in Table 3.

Table 3 – Estimated impact of recommended option on Local Authority contribution levels

Local Authority	Annual Increase / (Decrease)		
	2022/23	2023/24	2024/25
	£k	£k	£k
Bridgend	9.4	9.6	9.8
Cardiff	22.2	22.6	23.1
Merthyr Tydfil	3.9	4.0	4.0
Rhondda Cynon Taf	16.7	17.1	17.4
Vale of Glamorgan	9.1	9.3	9.4
% increase year on year	1.72%	1.73%	1.73%

3.9 Subject to Joint Committee agreeing a way forward, the Managing Director and Treasurer will construct a draft Revenue Budget for the 2022/23 financial year and report back to Members in autumn 2021 in line with the timescales set out within the Legal Agreement.

3.10 Following on, it is important to note that the indicative budget through to 2024/25 aims to aid medium term service planning arrangements and will be kept under on-going review and updated on an on-going basis to take account of, for example, local government settlements, key changes in inflation, emerging inescapable budget pressures and core budget saving opportunities.

3.11 As set out in paragraph 3.9, in line with the decision of Joint Committee, the Treasurer will notify constituent local authorities of the agreed way forward to enable each Council to take account of this position as part of medium term financial planning arrangements.

4. CONCLUSIONS

4.1 The Consortium's MTFP has been refreshed and the Chief Executives of constituent local authorities have recommended an indicative revenue budget, for financial modelling purposes, through to financial year 2024/25 for Joint Committee's consideration.

LOCAL GOVERNMENT ACT 1972

AS AMENDED BY

THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985

RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

15TH JULY 2021

CENTRAL SOUTH CONSORTIUM JOINT COMMITTEE

List of background papers

Freestanding matter

Officers to Contact:

Mrs. Clara Seery (Tel No. 01443 281400)

Ms. Stephanie Davies (Tel No. 07786 523991)

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