

## PARTNERSHIP AGREEMENT



Darlington 11 - 19 Partnership

# Partnership Agreement – July 2019

## 1. Introduction

**1.1** This document provides a framework and structure within which an 11-19 Partnership can develop and implement its plans in Darlington for the benefit of all children and young people aged 11 - 19.

**1.2** For the sake of clarity the provisions of the Partnership Act 1890 do not apply to this agreement.

## 2. Purpose

**2.1** The 11-19 Partnership is defined by its strategic role in:

**2.1.1** Agreeing the vision for 11-19 learning that is consistent with local and national priorities

**2.1.2** Working collaboratively to improve outcomes for young people

**2.1.3** Working on the following strategic priorities:

- Improve attendance
- Ensuring an appropriate range of high-quality provision to meet the needs of all students
- Providing an appropriate curriculum
- Improving standards
- Achieving smooth transitions from KS2 to KS3 and from KS4 to KS5, that ensure continuous learner progress

## 3. Partners

**3.1** The 11-19 Partnership will comprise:

- Headteachers and Principals of secondary schools (including academies, independents and PRUs) and Chief Executives of multi-academy trusts
- Principals of Darlington College and Queen Elizabeth Sixth Form College

- The Head of Education and Inclusion, Darlington Borough Council, who may be accompanied by officers

A primary school Headteacher attends as an observer to represent primary schools. The Chair of the Leadership Group also attends 11 – 19 Partnership meetings.

**3.2** The Partnership will appoint a Chair, by consensus, who will be a secondary Headteacher, Principal or Chief Executive of a multi-academy trust, and has the right level of authority and personal influence to enable the Partnership to reach decisions and make links to other relevant organisations.

**3.3** The appointment of the Chair will be for a period of one year, unless otherwise agreed. If the position of Chair becomes vacant, an alternative Chair will be appointed by consensus at a Partnership meeting.

**3.4** A Vice-Chair will be appointed by consensus for a period of one year, unless otherwise agreed. The Vice-Chair will be a Headteacher or Principal of a school or college that includes post-16 provision, or the Chief Executive of a multiacademy trust that includes post-16 provision, unless otherwise agreed.

#### **4. Scope and Remit**

**4.1** The 11-19 Partnership is a strategic body providing leadership, management, planning, co-ordination and accountability for 11-19 learning provision and development within the Borough of Darlington.

**4.2** The overall aim of the Partnership is to ensure that Darlington is recognised as an area of excellence in the provision of 11-19 learning.

**4.3** The Partnership will develop a clear, fit-for-purpose, deliverable and sustainable 11-19 Partnership Strategy. This strategy will be reviewed annually by the Partnership.

#### **5. Role and Responsibilities of Partners**

**5.1** All Partnership members will attend termly meetings or provide another representative with delegated authority for decision-making on their behalf to attend meetings.

**5.2** Partners will work collaboratively to improve outcomes for children and young people aged 11 – 19.

**5.3** The Partnership operates a number of sub-groups and, where appropriate, will establish working groups to carry out specific pieces of work. Sub-groups and working groups are expected to make recommendations for consideration by the Partnership.

**5.4** The Partnership may choose to delegate decision-making authority to its subgroups or working groups for specific purposes.

**5.5** All Partnership members agree to communicate the work of the Partnership positively, pro-actively and consistently.

**5.6** All Partnership members agree to fulfil the roles and complete the activities they agree to undertake on behalf of the Partnership within agreed timescales, within budget and to the highest standard.

**5.7** Employees working within the Partnership are bound by the policies and procedures of their employing organisation, e.g. codes of conduct, anti-fraud and corruption, information governance, freedom of information, data protection, human rights, equal opportunities and DBS.

**5.8** The Partners shall not be liable to each other for any loss incurred or suffered by another Partner or any third party as a result of any breach of this agreement.

## **6. Structure**

**6.1** The structure of the 11-19 Partnership will be:

- **Chair and Vice-Chair** - Individuals with the appropriate authority, knowledge, influence and independence
- **Partnership Manager** - A person capable of providing strategic leadership and management of the Partnership. The Partnership Manager and relevant officers of the local authority may attend as appropriate but will not have voting rights
- **Partnership** - The main body responsible for making decisions with respect to the 11-19 agenda in Darlington. It may also choose to delegate decisionmaking authority to sub-groups or working groups which will be similarly accountable
- **Sub-groups and working groups** - There will be a number of sub-groups responsible for policy development for specific areas of work as delegated by the Partnership
- **Support** - The 11 – 19 team will arrange and support meetings for the Partnership and sub-groups

**6.2** The Partnership will regularly review its structure and processes to ensure they are fit for purpose.

## **7. Meetings**

**7.1** The 11 – 19 team will ensure that an agenda and papers are provided for each meeting.

**7.2** All papers must be submitted to the 11 – 19 team a minimum of 8 working days prior to the meeting at which they are to be considered.

- 7.3** The 11 – 19 team undertakes to circulate papers a minimum of 5 working days prior to the meeting.
- 7.4** The 11 – 19 team will minute all Partnership meetings and will circulate the minutes within 10 working days of the meeting to all Partnership member representatives and attendees.
- 7.5** The 11 – 19 team will also support the sub-groups and working groups, where appropriate, where the same arrangements will apply to agendas, papers and minutes.
- 7.6** It is the responsibility of each member to ensure they are appropriately prepared for Partnership meetings. Similarly, if delegated representatives are sent, it is the responsibility of the Partnership member to ensure they are fully briefed and able to contribute to and reach agreement / vote on each and every issue put before and to the meeting.
- 7.7** A meeting will be considered quorate if 60% of members are in attendance.
- 7.8** Minutes of the meetings of the Partnership will make it clear that they do not express the views of individual partners.

## **8. Accountability, Performance Management and Reporting**

- 8.1** The overall strategic direction of the 11 – 19 Partnership will be provided by the Darlington Education Strategy Group. The Darlington Education Strategy Group will approve any Partnership work programmes.
- 8.2** The Partnership Manager will oversee the development of a high level, strategic 11-19 Partnership Strategy.
- 8.3** The Partnership Manager will have responsibility for reporting on progress to meet any targets set out in the Strategy and on any other criteria agreed as a requirement of external funding.
- 8.4** Each sub-group or working group will be required to provide progress reports.

## **9. Decision-making**

- 9.1** It is a key principle of the Partnership that decisions should be made on the basis of consensus. Voting will only take place as a last resort and when it does, decisions will be made on a simple majority basis. In the event of a tie, the Chair will have a casting vote. It is not anticipated that voting will be necessary in the sub-group and working groups.

## **10. Internal Audit**

**10.1** To carry out their duties effectively, Internal Audit staff from partner organisations shall have access upon request to:

- All assets, documents, accounts, property, vouchers, records, correspondence and other information and data from partner organisations, in relation to this agreement, which are reasonably necessary for the proper performance of their duties.
- Any partner organisation or agency employee, to obtain information, explanations and assurance deemed necessary to form an opinion on the adequacy of systems and / or controls in relation to this agreement.

All officers and members of the partner organisations will render every assistance to internal auditors in the conduct of their business.

## **11. Partnership Review**

**11.1** The Partnership will undertake a review of its activities annually to ensure that purpose, structure, plans, roles, budget and activities remain in line with local and national priorities.

**11.2** The outcomes from the review will be discussed by the Partnership, which will consider the need for any changes to the plans and processes of the Partnership.

## **12. Dispute Resolution**

**12.1** The Partnership expects that any disputes between Partnership members will be resolved by discussions and negotiation.

**12.2** When any Partnership member or members feel that the Partnership or Partnership member(s) has not met their obligations under this agreement, this should first be discussed between the parties.

**12.3** If necessary, the Partnership Manager should attempt informally to mediate between the parties.

**12.4** A Partnership member will be deemed to have not met their obligations if they have not met their commitments to participation and action agreed with the Partnership or its constituent groups, including the persistent non-attendance of a Partnership member or delegated representative or a breach of the terms and conditions contained in the Partnership Agreement.

## **13. Interests of Members of the Partnership**

**13.1** Members of the Partnership must not take part in a decision or seek to influence a decision in which they have a relevant interest.

**13.2** They have a relevant interest if their personal well-being or financial position, or that of any relative or friends of theirs may be affected by the decision.

**13.3** A member may also have a relevant interest if they are members of a group or body who will benefit from a contract, grant or other financial relationship with the Partnership or another member of the Partnership as a result of a decision of the Partnership.

**13.4** If a decision is made in which they have a relevant interest, they should leave the room and not take part in any discussion.

## **14. Joining and Leaving the Partnership**

### **14.1** Joining the Partnership

**14.1.1** The Partnership agrees that no Partnership member can authorise the joining of an organisation to the Partnership without the formal agreement of the Partnership in a unanimous vote.

### **14.2** Leaving the Partnership

**14.2.** All members of the Partnership are expected to fulfil their duties as set out in this agreement. If a member is regularly absent from Partnership meetings, without sending a deputy, or does not fulfil the other stated roles and responsibilities of partners, he or she will be asked to leave the Partnership.

## **15. Winding up the Partnership**

**15.1** The Partnership will continue until it reaches a consensus that its work has reached a conclusion or cannot proceed further. It will be the joint responsibility of the Partnership members to ensure a smooth transition and handover of ongoing activities which minimises any disruption to young people and those organisations involved in 11-19 learning provision.

## **16. Review of this Agreement**

**16.1** This Partnership Agreement will be reviewed annually by the Partnership and, where appropriate, variations agreed.

**ACCEPTANCE OF THE TERMS OF THE PARTNERSHIP AGREEMENT**

Darlington 11-19 Partnership Agreement July 2019

I confirm that I agree to operate within the terms of this agreement:

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Partner Organisation:** \_\_\_\_\_