## West CLD Alliance – Options Paper

## November 2020

## Purpose

The purpose of this paper is to scope out the options and seek agreement from West CLD members on the proposed allocation of the grant awarded by the CLD Standards Council.

## Background

The West CLD Alliance represents the group of 8 local authorities (South Lanarkshire, North Lanarkshire, Renfrewshire, East Renfrewshire, Glasgow, Inverclyde, East Dunbartonshire and West Dunbartonshire). Although the group pre-dates the formation of the West Partnership Regional Improvement Collaborative, there are now links in place. The purpose of the group is to work in partnership to develop practice and support CPD for CLD practitioners in the authorities. A grant of £2,000 has been awarded to the West CLD Alliance for the last three years. This grant was previously managed by East Dunbartonshire but is now managed by Renfrewshire Council on behalf of the group. A copy of the award letter is appended to this proposal.

The grant is issued by the CLD Standards Council on behalf of Education Scotland and its specific purpose is:

* Providing professional learning opportunities.
* venue and accommodation costs,
* catering, learning materials, promotional materials, admin costs
* cost of external speakers/trainers

In previous years the money has been spent on room hire and caterings costs to bring staff together. Some funds were allocated to purchase external training and a conference was held in 2018. With the impact of the global pandemic much of our colleague interaction and learning opportunities have moved online. Therefore there is not the same need to hire rooms or provide refreshments.

There is still a need and a strong desire to work together to maximise the opportunities for staff CPD and this has never been more important in the changing landscape of our working contexts, reducing budgets and the rapid shifts to digital and blended learning. The alliance carried out a staff survey at the end of 2019 and updated this in April 2020, so the priorities are known. Staff wish to develop skills in online working and gear up for the changing needs of learners, for example through increase employability work. The full survey is appended to this paper.

## Options

**Option 1** – give each authority an allocation that they can spend on CPD. This could include an option to fund additional hours for staff who would otherwise not be able to undertake CPD. Authorities could organise their own events/activities and promote it to all member authorities. The risk here is that there is less partnership working or duplication.

**Option 2** – put in place a programme of online learning and sharing sessions and use a platform like Eventbrite for staff to book and attend. Sessions would be informal sharing and mainly lead by member authorities sharing practice. This is not resource intensive and may not require to draw on the allocated funds

**Option 3** – Identify a range of providers who can offer e.g. SCVO’s Digital Champions, Youth Link digital youth work resources, NHS – mental health and well-being. There are also external providers who can offer training in social media for example. Costs may be prohibitive and this may limit the number of opportunities the partnership can have.

**Option 4** – individual requests. From time to time there are conferences which staff wish to attend. Budgets for attendance at this type of event have reduced within authorities. The alliance could decide to offer individuals places on a case by case basis with participants being asked to provide a summary report and forward any associated resources. There would need to be criteria set and a process put in place for this.

**Option 5** – Conference event. Allocate the bulk of the budget to a conference event that would include speakers and workshops. This could be done online or could be planned for spring 2021 in the assumption that face to face meeting would be possible. The budget would cover speaker costs, venue/caterings costs and possible the production of resource e.g. a conference report. The risk with this option is waiting until near the end of the financial year without knowing if face to face learning will be possible

## Views

Please use this section to add your thoughts and comments

*Are these the right options?*

*Have we missed anything?*

*Which (if any) options are the most appealing to your authority?*

Please return this document to Andrea McMillan, Glasgow Life – andrea.mcmillan@glasgowlife.org.uk

16 July 2020

Kirsty.anderson@eastdunbarton.gov.uk

East Dunbartonshire Council

12 Strathkelvin Place

Kirkintilloch

G66 1TJ

Dear Kirsty

**OFFER OF GRANT FOR CLD STANDARDS COUNCIL SCOTLAND – SECURE, STRENGTHEN AND GROW FY 2020 - 2021**

The Scottish Ministers, acting through Education Scotland (“Education Scotland”) in exercise of their powers under the Educational Development, Research and Services (Scotland) Grant Regulations 1999 hereby offer to give to East Dunbartonshire Council (“the Grantee”) a grant of up to £2000 STERLING, payable over the **financial year/s 2020 - 2021** in connection with CLD STANDARDS COUNCIL SCOTLAND – SECURE, STRENGTHEN AND GROW , which is more particularly described in Part 1 of [SCHEDULE 1](file:///C%3A%5CUsers%5CAndrea%20McMillan%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CTemporary%20Internet%20Files%5CContent.Outlook%5CD94DE1KX%5C2%20CLDSC%20Secure%20Strengthen%20Grow_Grant%20offer_East%20Dunbartonshire%20Council_FY20-21%20%282%29.docx#Schedule1) (“the Project”) and subject to the following terms and conditions:

**1. Definitions and Interpretation**

1.1 In these Conditions, the words and expressions set out in **Schedule 5** shall have the meanings ascribed to them in that Schedule.

1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, sub‑paragraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly

1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.



**2.** **Purposes of the Grant**

2.1 The Grant is made to enable the Grantee to carry out the Project.

2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objectives / expected outcomes of the Grant are:

* The main objectives / expected outcomes of the Grant are:
* Encourage workforce and professional learning development inclusion in CLD partnerships and planning
* Support reflective practice and practitioners’ learning journeys
* Promote wider engagement with the learning culture and a strong professional identity
* Enhance the quality of professional learning
* Increase membership of CLD Standards Council Scotland

2.5 The outputs / milestones against which progress in achieving objectives / expected outcomes shall be monitored are:

2.5.1 The grantee will deliver at least two Professional Learning activities by March 2021.

2.5.2 The following data to be collected and supplied :

* Name, Type, Aim, Objectives and Learning Outcomes of Activity offered
* Is the training delivered by an organisation holding the CLD Standards Mark?
* Number of attendees:
	+ Paid staff
	+ Volunteers
	+ Local Authority
	+ Third Sector
* Indicate how many attendees are:
	+ Associate CLDSC Member
	+ Registered CLDSC Member
	+ Non CLDSC Member
* Materials posted to i-develop

2.5.3 A note of events/activities which will be offered to be submitted to CLDSC in advance of delivery.

2.6 The eligible costs for which the Grant can be claimed are:

* Providing professional learning opportunities.
* venue and accommodation costs,
* catering, learning materials, promotional materials, admin costs
* cost of external speakers/trainers

2.7 The eligible costs exclude:

* reclaimable Value Added Tax

**3. Payment of Grant**

3.1 The Grant shall be paid by Education Scotland to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 The Grantee shall within four weeks following the end of the financial year in respect of which the Grant has been paid submit to Education Scotland a statement of compliance with the Conditions of the Grant using the form of words provided in Schedule 3. The statement shall be signed by the Grantee’s approved signatory.

3.3 In the event that the amount of the Grant paid by Education Scotland to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to Education Scotland the amount of such excess within 14 days of receiving a written demand for it. In the event that the Grantee fails to pay such amount within the 14 day period, the Scottish Ministers shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

3.4 Education Scotland shall not be bound to pay to the Grantee, and the Grantee shall have no claim against Education Scotland in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year unless otherwise agreed in writing by Education Scotland.

**4. Inspection and Information**

4.1 The Grantee shall keep Education Scotland fully informed of the progress of the Project in the form of reports and grant claims as detailed in **Schedule 1**. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives / outcomes. Education Scotland reserve the right to ask for evidence of expenditure for any items of £500 or more.

4.2 Revisions to targets / milestones against which progress in achieving objectives / outcomes are monitored shall be subject to the written agreement of Education Scotland.

4.3 The Grantee shall, on completion of the Project, submit a report to Education Scotland evaluating the contribution of the funding in delivering the outcomes and performance of the Project and the impact of the funded work on its beneficiaries. A pro forma for this is attached at **Schedule 4** if required. This should be submitted along with the completed Statement of Compliance with Conditions of Grant (Schedule 3).

4.4 The Grantee shall also provide any other information that Education Scotland may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide Education Scotland with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by Education Scotland by way of the Grant. The Grantee shall afford Education Scotland, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as Education Scotland may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it.

 The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify Education Scotland of such activity and provide such other information as Education Scotland may reasonably require in relation to the impact on the Project and the use of the Grant.

 4.6.1 The Grantee must have robust safeguarding policies in place to protect vulnerable groups. The Grantee must also have in place clear processes which must be followed if it becomes aware of specific incidents, including referral to the relevant authorities where necessary. Where the Grantee is working directly through a partner organisation, the Grantee is required to have undertaken due diligence in relation to safeguarding arrangements, including obtaining evidence of satisfactory safeguarding policies and / or procedures by the Grantee's partner organisation. The Grantee must report all and any cases of suspected abuse or malpractice relating to anyone involved in delivery of the Project or any beneficiary of the Project to Scottish Ministers and the relevant authorities immediately. The Grantee must, upon request from Education Scotland, provide copies of the safeguarding policies and procedures referred to in this clause.

 4.6.2 In the event of the Grantee becoming aware of or suspecting:

◦ any irregular or fraudulent activity in relation to the Grant or Project, or any part of either of them; and/or

◦ any safeguarding incident by or in respect of any person involved in the Project,

 the Grantee shall immediately notify Education Scotland of such activity or incident and provide such other information as Education Scotland may reasonably require in relation to the impact on the Project and the use of the Grant. In so notifying Education Scotland, the Grantee must also confirm that such irregular or fraudulent activity or safeguarding incident has been referred to the relevant regulatory or other authorities as appropriate, in line with any statutory duty and otherwise in line with any guidance issued from time to time on Notifiable Events by either the Office of the Scottish Charity Regulatory (OSCR) or as appropriate the Charity Commission for England and Wales. For the avoidance of doubt, in this agreement, a "safeguarding incident" includes any incident of abuse or mistreatment of any vulnerable person.

4.7 The grantee shall immediately inform Education Scotland of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

**5. Confidentiality and Data Protection**

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to Education Scotland may need to be disclosed and/or published by Education Scotland. Without prejudice to the foregoing generality, Education Scotland may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, Education Scotland may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty’s Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that Education Scotland shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

5.3 The Grantee shall ensure that all requirements of Data Protection Laws are fulfilled in relation to the Project.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, Education Scotland publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

**6. Disposal of Assets**

 The Grantee shall not, without prior written consent of Education Scotland, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period Education Scotland shall be entitled to the proceeds of the disposal - or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds.

**7. Publicity**

 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of Education Scotland to its costs. Education Scotland may require to approve the form of such acknowledgement prior to its first publication.

**8. Intellectual Property Rights**

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to Education Scotland by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify Education Scotland against all actions, proceedings, claims and demands made by reason of any such infringement.

**9. Default and Recovery etc. of Grant**

9.1 Education Scotland may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 Education Scotland consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project;

9.1.4 In Education Scotland’s opinion, the progress on the Project is not satisfactory; or

9.1.5 In Education Scotland’s opinion, the future of the Project is in jeopardy.

9.2 If, in Education Scotland’s opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law Education Scotland may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.

9.3 Education Scotland may withhold the payment of the Grant if at any time within the duration of the Agreement:

9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee’s bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee’s property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to Education Scotland in terms of clause 9.1, the Grantee shall pay Education Scotland the appropriate sum within 14 days of a written demand for it being given by or on behalf of Education Scotland to the Grantee. Education Scotland shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, Education Scotland may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to Education Scotland in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by Education Scotland in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

**10. Assignation**

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of Education Scotland.

**11. Termination**

The Agreement may be terminated by Education Scotland giving not less than three months’ notice in writing from the date of the notice being sent.

**12. Corrupt Gifts and Payments of Commission**

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

**13. Continuation of Conditions**

13.1 These Conditions, except for Condition 6, shall continue to apply for a period of five years after the end of the financial year in which the final instalment of the Grant was paid.

13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

**14. Compliance with the Law**

The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

**15. Governing Law**

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

**If you wish to accept the offer of this Grant** on the whole terms and conditions as set out in the letter and annexed Schedules, you should **print two copies of this letter, sign and date both copies of the Grant Acceptance below and return one copy along with the completed schedules by post to the Grants Administration Team, Education Scotland, Denholm House, Almondvale Way, Almondvale Business Park, Livingston EH54 6GA.**

You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely



**Gillian Hamilton**

**Strategic Director**

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**Dr Marion Allison**

**Director, CLD Standard Council**