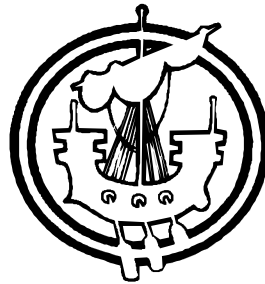


COMHAIRLE NAN EILEAN SIAR

Department of Education



EDUCATION MAINTENANCE ALLOWANCES

POLICY STATEMENT

Comhairle nan Eilean Siar as the delivery agent of Education Maintenance Allowances to school children in the Western Isles identified by the Scottish Executive undertake to accept the following responsibilities:

- **Manage and administer the delivery of EMAs in schools including setting and applying policy for: attendance; absences; courses; schools; student assessment in the context of EMA Learning Agreements**
- **Carry out assessment and application procedures for schools including appeals process**
- **Providing appropriate support to students / families during the application process**
- **Collect schools data**
- **Pay school students**
- **Provide specific local level publicity information for schools**
- **Provide advice and information within context of SE guidance to schools sector**
- **Collate and send Management Information to Executive**

Comhairle nan Eilean Siar S1-S6 Secondary Schools in the Western Isles will be responsible for :

- **Monitoring attendance**
- **Managing and monitoring individual Learning Agreements**
- **Sending attendance data to the Education Department within specified timescales, and with appropriate information to allow backdated payments for authorised absences and periods of sickness**
- **Raise awareness of EMAs in schools**

The Education Department of Comhairle nan Eilean will use the following guidance document to administer Education Maintenance Allowances in the Western Isles.

Comhairle nan Eilean Siar

Guidance for the Administration of EMAs.

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EDUCATION MAINTENANCE ALLOWANCES

1. INTRODUCTION

Education Maintenance Allowances (EMAs) will provide financial support for 16 to 19 year-olds from low-income households who are attending non-advanced full-time education at school. The programme has now been introduced across the UK. The awards are targeted at young people from low-income households, and aim to increase participation and retention in post-compulsory education for this group.

This document aims to provide guidance for those involved directly in either administering EMAs or advising young people about application and eligibility. The Education Department of Comhairle nan Eilean Siar will administer the programme for those in school in the Western Isles.

The table in Appendix 1 shows EMA entitlement based on household income.

THIS DOCUMENT SETS OUT:

- aims and key features of the EMA
- eligibility criteria for receipt of an EMA
- the design of the Learning Agreement
- details of payment issues, including guidance surrounding stopping payments
- guidance for payment of bonuses
- guidance on supporting vulnerable young people
- guidance on EMA support for students in home education
- management information

The Guidance Document has been compiled by the Scottish Executive Funding for Learners Division within the Enterprise, Transport and Lifelong Learning Department and adapted by the CNES Education Department to suit local conditions.

2. AIM OF EMAs

EMAs aim to provide a financial incentive to young people from low-income households to remain in full-time education beyond the minimum school leaving age. Research shows that such young people are far less likely to stay on in full-time education. As a result many leave with few or no qualifications. This in turn means that they face greater difficulties entering the labour market.

3. SUMMARY OF THE KEY FEATURES OF THE EMA

i) THE ALLOWANCE

The EMA will comprise a means-tested weekly allowance (see Appendix 1 for amounts), payable fortnightly in arrears during term-time. In order to receive an EMA a student must have an acceptable Learning Agreement (see Section 6). The weekly allowance awarded will normally depend on the financial circumstances of the household (see also Appendix 2 The Financial Assessment – Exceptions to the Financial Assessment Process).

ii) BONUSES

Students may also be eligible for two bonuses, subject to certain criteria such as progression and retention as set out in the Learning Agreement. Please refer to Section 8 for more information about bonuses.

iii) METHOD OF PAYMENT

EMAs will be paid directly into the bank account of the young person. This applies to both the weekly allowance and the bonuses.

iv) PERIOD OF ELIGIBILITY

The EMA can only be paid for each full week's attendance within term time, up to a **maximum** of 42 weeks in any one academic year. EMA payments will not be made during short term time holidays which include the October break, Christmas and Easter.

v) DURATION OF ALLOWANCE

Payment of an EMA will normally be restricted to a maximum period of 3 years and recipients should be between 16 and 19 years old. However, some young people identified as "vulnerable" or with special educational needs may be entitled to receive 3 years EMA support over a period of 4 years (please refer to Section 10).

It is possible for a young person to study for one year, take a year out, then re-enter full-time non-advanced study and still receive two years' EMA funding.

vi) INSTITUTION

The young person must be attending a school, or a further education college funded by SFEFC, or any other learning centre that Comhairle nan Eilean Siar deems appropriate. This may include residential schools, students undertaking home education, and institutions in the public and private sectors, such as the Scottish Agricultural College.

vii) OTHER AWARDS

A young person on an EMA may still be entitled to other forms of financial support for non-maintenance costs (such as a travel allowance) from CNES. Young people in full-time employment or on the New Deal education option, or on government supported training schemes, will *not* be eligible for EMAs.

viii) INCOME TAX LIABILITY

For income tax purposes, young people in receipt of an EMA will be treated the same as any other taxpayer. However, in calculating an EMA recipient's tax liability the Inland Revenue will disregard the EMA.

ix) BENEFITS

Under no circumstances should EMA students have benefits withdrawn due to receiving EMA. Benefits Offices which query EMAs should be referred to the following documents:

1. Joint IS/JSA Bulletin 20/2000, Paragraph 2, Part 4
2. DMG (Decision Making Guide) Volume 5, Paragraph 28397

4. ELIGIBILITY CONDITIONS

An EMA award may only be offered if both the student and the course are eligible. (See Section 5 for course eligibility)

4.1 STUDENT ELIGIBILITY FOR THE EMA PROGRAMME

i) AGE: GENERAL RULES

Recipients will normally be aged between 16 and 19 years (inclusive).

EMAs are designed to support young people in *post-compulsory* education. There will therefore be two intakes of eligibility, to reflect the two school leaving dates in Scotland. In both cases eligibility for continuing students should be reassessed at the start of each academic year.

AUTUMN INTAKE

This will coincide with the start of the academic year following the summer school leaving date. Students who have reached the statutory school leaving age in the May prior to the current academic year will be eligible under this intake, i.e. those students who turn 16 between 1st March and the last day of September of the current year.

WINTER INTAKE

This will coincide with the start of the term/course following the Christmas holidays. Students who would be eligible to leave school at the winter leaving date, that is to say those whose 16th birthday falls between 1st October and the last day in February, would become eligible for an EMA from the start of the term following the winter leaving date. For example, young people who become eligible to leave school in December and commence full-time non-advanced study at college in January will be eligible for EMA from the commencement of their college course.

Students who left education under the most recent summer school leaving date, and are returning to education or starting a new course at this time, will also be eligible under the winter intake.

ii) INCOME

The household income of the young person will determine their eligibility for an EMA. Where the income is £30,000 per annum or less the young person will be eligible, and will be awarded a weekly allowance of £10, £20 or £30 depending on their situation. Please refer to Appendices 1 and 2 for details of the financial assessment.

iii) RESIDENCY

In order to be residentially eligible for an EMA, a student must meet the residency criteria set out in the Education Allowances (Scotland) Regulations 2004 for the schools sector.

The following provides a summary of what these residence criteria are. However, this is only intended as a guide, and **in all cases** reference should be made to the relevant legislative document when deciding a student's residential eligibility for the EMA Programme.

a) QUALIFYING DATE

In deciding eligibility, reference will be made to a "qualifying date". For applications made under the autumn intake, this day will be the first day of the first term of the academic year (e.g. a date in August). For applications made under the winter intake, this day will be the first day of the first term in the new calendar year (e.g. a date in January).

b) ORDINARILY RESIDENT

Students must satisfy “ordinary residence” criteria in order to be eligible for an EMA. Generally this relates to the qualifying date and to the three year period immediately before the qualifying date. Ordinarily resident has been defined in the courts as “habitual and normal residence in one place”. Living in a place totally or mainly for the purpose of receiving full-time education does not count as being ordinarily resident.

There are situations where a student can be considered to have met the requirements even if he or she has been out of the area in question on the qualifying date or during the preceding 3 year period. These exceptions are set out in Schedule 2 of the Education Allowances (Scotland) Regulations 2004.

c) UK CITIZENS

EMAs are to be rolled out nationally across Scotland, England, Wales and Northern Ireland from academic year 2004/05. There will be reciprocal arrangements to allow all eligible UK citizens to receive an EMA regardless of the UK nation in which they study. The residency requirements for UK citizens are therefore that the student is settled in the UK (within the meaning of the Immigration Act 1971), has been ordinarily resident **in the UK and Islands** throughout the 3 year period immediately before the qualifying date, and is so resident on the qualifying date.

d) REFUGEE STATUS

Applicants who have been granted refugee status and have been living in the UK at all times since receiving it (or who are the spouse or child of such a person) are entitled to apply for an EMA provided they are ordinarily resident **in Scotland** on the qualifying date.

e) INDEFINITE LEAVE

Those who have been granted indefinite leave to enter or remain (or are the spouse or child of such a person) are also able to apply, provided they are ordinarily resident **in Scotland** on the qualifying date, and have been ordinarily resident **in the UK and Islands** for the previous three years.

f) EXCEPTIONAL LEAVE, HUMANITARIAN PROTECTION and DISCRETIONARY LEAVE

Exceptional Leave was replaced by Humanitarian Protection and Discretionary Leave on 1 April 2003. Applicants with any of these statuses (or the spouse or child of such a person) are eligible to apply for an EMA, provided they meet the same residence criteria as in e) above.

g) ASYLUM SEEKERS

Asylum seekers have not had their application for refugee status processed yet. Asylum seekers ARE NOT eligible for an EMA.

h) EUROPEAN ECONOMIC AREA (EEA) MIGRANT WORKERS

A person who is an EEA Migrant Worker (or their spouse or child) and is attending a school or college in Scotland, may be eligible to apply for an EMA, provided he or she has been ordinarily resident **in the European Economic Area** throughout the immediately preceding three year period, and is ordinarily resident **in the UK and Islands** on the qualifying date.

i) EU NATIONALS

An applicant who is an EU national, or the child of an EU national, and who is in Scotland purely for the purposes of education, would not be eligible for an EMA.

j) EU TEMPORARY PROTECTION

Students, who have been granted EU Temporary Protection and are **under 18**, will be eligible to apply for an EMA if they are ordinarily resident **in the UK and Islands** on the qualifying date.

iv) ADMINISTRATION OF EMAs ACCORDING TO INSTITUTION

a) SCHOOLS

Where a young person is living in one local authority area and attending an educational institution in another, responsibility for payments falls with the local authority in which that institution is situated. For example, if the student lives in East Ayrshire, but attends school in South Ayrshire, South Ayrshire will be responsible for making the payments.

If a student is attending both a school and a college, the local authority in which the school is situated will be responsible for making the EMA payments.

b) COLLEGES

The student would apply directly to the college they are attending.

c) “CROSS-BORDER” STUDENTS / NON-SCOTTISH UK NATIONALS

EMAs are to be rolled out nationally across Scotland, England, Wales and Northern Ireland from academic year 2004/05. However, there are likely to be slight variations between the programmes, and so, for administrative simplicity, arrangements have been made to allow non-Scottish UK students studying in Scotland to receive the Scottish EMA. These should be awarded and administered by local authorities and colleges in the same way as for Scottish-domiciled students. Similarly, EMA-eligible Scottish students studying in, for example, England would receive the EMA under the English criteria, and would be administered under the English system, i.e. they would apply through the national service provider.

SCHOOLS Where an EMA-eligible English, Welsh or Northern Irish student attends a Scottish school, payments will be made by the local authority in which that school is situated.

4.2 STUDENT ELIGIBILITY FOR PAYMENT OF WEEKLY ALLOWANCE

(i) ATTENDANCE REQUIREMENTS

(a) WEEKLY REQUIREMENT

EMA is a weekly allowance requiring 100% attendance at all timetabled sessions. Part payments for part attendance will not be made.

However, absences authorised by the school where there is good cause for absence should be treated as a day of attendance for EMA purposes. If total attendance falls below a satisfactory level the EMA should be reviewed.

The student must normally have 100% attendance for their full-time course to receive each week's payment. 100% attendance is defined as attendance at school with no unauthorised absences. The only permitted variation to this is where the student is categorised as “vulnerable” according to the criteria in section 9 of this guidance.

(b) STUDENTS ON WORK EXPERIENCE PLACEMENTS DURING TERM TIME

These students will continue to receive payments, but only if the work experience placement is a pre-arranged integral part of the course, takes place during term-time, and the young person does not receive a wage. In such circumstances this period of work experience would have been recorded on their EMA Learning Agreement, either at the outset of the course or as soon as it was arranged.

(c) EXAM PREPARATION

Revision periods leading up to exams are counted as attending, as long as they are in term time and recorded in the Learning Agreement as soon as they are arranged. These will generally be timetabled as study time.

(ii) OTHER CONSIDERATIONS

Schools should also be satisfied that the young person is fulfilling the requirements set out in the student's Learning Agreement. (See Section 6 for details of the EMA Learning Agreement)

4.3 COURSE CHANGE AND STUDENTS MOVING HOME

i) IF A STUDENT LEAVES A COURSE

If a student leaves early they are still eligible for future funding, up to a total period of support of 3 years. When they apply for the EMA for their second course, provided they satisfy all the eligibility criteria, they can be considered from the start of their new course, up to the point at which they have received payments for a period of three years.

ii) IF A STUDENT CHANGES COURSE

Where a student changes course mid-way through, they will still be eligible for an EMA for the new course provided both the student and course continue to meet the eligibility criteria. An amended or renewed Learning Agreement would require to be set up and signed.

iii) YOUNG PEOPLE WHO MOVE INSTITUTION DURING THE ACADEMIC YEAR

This will not affect their entitlement to an EMA, provided that they renew their EMA Learning Agreement (with appropriate signatures). The new institution/local authority would take on responsibility for payments.

Where a student moves institution mid-week, responsibility for payment of the EMA for the week would most likely be determined by the institution at which the student spends the majority of that week. However, it is likely that these cases will be considered on an individual basis.

5. COURSE ELIGIBILITY

5.1 LEVEL

The applicant must normally be on a full-time non-advanced course at a school or college (see also Section 10 Home Education), or any recognised institution offering qualifications up to SVQ level 3 and Advanced Highers, which does not attract any other form of public or employer bursary, such as Local Enterprise Company funding.

5.2 PROGRESSION

If a young person is repeating a course, for example retaking Highers, or is in their second year at a course of similar or lower academic standard than the first, eligibility continues provided that the institution agrees that the student is progressing, and, where appropriate, that the course is leading towards a recognised qualification. The Learning Agreement should be amended accordingly.

5.3 QUALIFICATIONS

EMAs are intended to support non-advanced learning. Weekly allowances and bonuses are not dependent upon a qualification being achieved (see Section 9 on Vulnerable Students and Section 10 Home Education)). The following levels of courses are all eligible:

- a course which prepares students to obtain a vocational qualification
- courses within or drawing upon the new National Qualifications programme
- a course which prepares students for entry to a course of further and higher education
- a course for basic literacy in English
- a course to teach independent living and communication skills to persons having learning difficulties, which prepares them for entry to another course
- a programme of home education which is appropriate to the student's age, ability and aptitude

5.4 TEACHING HOURS PER WEEK

(i) DEFINITION OF FULL-TIME

For EMA purposes "full-time" means at least **21** guided learning hours per week.

(ii) CURRICULUM DIVERSITY

A student can attend separate courses which individually are less than 21 hours, provided that these total 21 or more hours, are integrated into the EMA Learning Agreement and the institution is satisfied that the young person is not undertaking full-time work or training.

(iii) TEMPORARY EXTENUATING CIRCUMSTANCES

In temporary extenuating circumstances, for example when a student is pregnant or has restricted mobility through illness, education of less than 21 hours a week may be allowed. The school must be satisfied that all other aspects of the Learning Agreement can be met and that the course can be completed successfully. (Please refer to Section 9 regarding special consideration for Vulnerable Students, and Section 6 on Learning Agreements)

5.5 SHORT COURSES

There may be cases where a student is following a course that is shorter than one academic year. Providing it is a recognised course and meets all the other criteria, the student may be accepted for an EMA.

If the course is particularly short, for example less than 12 weeks, bonuses may not be payable. This understanding should form part of the Learning Agreement (see Section 6).

6. EMA LEARNING AGREEMENTS

6.1 GENERAL GUIDANCE

A Learning Agreement is an agreement between a student and the school that spells out the learning that will be offered and the responsibilities of both parties. It is each student's responsibility to ensure that he/she has a valid Learning Agreement. The local authority and school should ensure that the student is aware of this.

6.2 REQUIRED SIGNATURES

To be eligible for an EMA, students must have agreed and signed a Learning Agreement. The Learning Agreement must also be countersigned by:

- an appropriate representative of the school (or school/college) at which the student is studying.
- the student's parent or guardian if the student is attending a school

Where the learning programme is undertaken at a school, the student's Learning Agreement is the responsibility of the school, and Comhairle nan Eilean Siar would be liable for making EMA payments.

If the student attends two institutions, representatives from both should sign the Learning Agreement.

The requirement for a parent/guardian signature for school pupils may be waived when the student is not currently residing with their parent or guardian and has been assessed as independent for Benefits Agency purposes. This may apply to students in care.

The requirement for a student signature may be waived when the student has special educational needs that make it impractical.

6.3 GENERAL FEATURES

Schools should ensure that the text of the document is clear and unambiguous. Each Learning Agreement should provide enough detail to ensure that the signatories understand fully their responsibilities within the agreement while avoiding unnecessary legalistic, contractual language. The Learning Agreement does not need to include all details, such as a timetabled learning programme, provided that reference is made to existing documents where these are clearly set out.

The Learning Agreement may incorporate:

- enrolment details
- minimum attendance targets
- agreed attainment targets
- the requirements of any home-based tuition or learning
- any other elements that the local authority or school may wish to include

The Learning Agreement is expected to be a "living" document, to be amended as necessary throughout the academic year.

A new Learning Agreement will be required for each academic year.

6.4 SPECIFIC REQUIREMENTS

To satisfy the EMA regulations, the Learning Agreement will need to include, or refer to documents that include, the following core elements:

- the student's name, address and date of birth
- course study aims and goals and, where possible, longer term career aims
- study programme, including attendance and course work requirements
- the weekly EMA entitlement and possible bonuses (this can be stated in the letter to the student confirming entitlement)

- evidence of the assessment and guidance process by which the Learning Agreement has been reached (or a timetable setting out the proposed process)
- a statement of the student's, and parent's or guardian's (where appropriate), commitment to ensuring that the requirements of the study programme are met and to supporting the institution's aims and standards of conduct
- commitment by the student, and parent or guardian (where appropriate), to notify the institution about absences before or on the first day of absence
- a clear statement of understanding that the EMA may be withheld if the terms of the Learning Agreement are not met
- the arrangements for regularly reviewing the Learning Agreement, including a statement that if the student changes course or institution, they will seek appropriate careers advice
- the arrangements for appeals against withholding payment of EMAs
- an explanation of the criteria to be used for assessing retention and achievement bonuses (please refer to Section 8)
- a standard statement about compliance with the Data Protection Act and fraud avoidance

6.5 CHANGE IN COURSE OR INSTITUTION

Where review of the learning programme results in a change of course at the same school, the Learning Agreement will be amended and remain valid for EMA payments provided that the amendment is signed by the student and the school concerned. Where a student changes school mid-year a new Learning Agreement will be required.

6.6 COLLATION OF LEARNING AGREEMENTS

The student must have a current signed Learning Agreement and they must adhere to the conditions of that Learning Agreement.

Schools: The Learning Agreement for pupils will be sent onto the Education Department of Comhairle nan Eilean Siar by the school as proof to start payments.

Please note that EMA payments will not be made until a Learning Agreement has been completed and sent back to the relevant learning centre.

6.7 WITHHOLDING PAYMENTS

Schools: Comhairle nan Eilean Siar will discontinue EMA payments where the information supplied by the school states that the student has failed to meet the agreed targets outlined in the student's Learning Agreement.

6.8 LEARNING AGREEMENT

Generic Learning Agreements based on EMA guidance will be issued to schools. This can be amended to suit individual schools. Schools must submit amended Learning Agreements for approval by the Education department.

7. GUIDANCE ON ABSENCES

Schools will be required to record attendance of EMA recipients on days when the school or college is open to pupils. Where the school is closed on days when it would normally be open, for example due to public holidays, extreme bad weather, polling days, in-service days etc, students should be treated as having attended for the purpose of the EMA.

Where there is a shortened week at the start or end of an official school holiday, students will be eligible for the weekly payment if the number of days the school is “open” is **3 or more** (including the above exceptions) and where the student has fulfilled the 100% attendance when the school was open.

For example, if school reopens on a Thursday following a Wednesday in-service day, students would be eligible for a payment for that week (subject to 100% attendance). If, however, a school closes on a Tuesday at the start of a holiday, with no in-service day on the Wednesday, students would not have attended for a minimum of 3 days in that week and no EMA weekly payment would be due.

Schools: schools are responsible for recording absences and notifying the local authority about the daily attendance patterns of students receiving the allowance. This includes students taking part in work experience or attending part-time courses in the Lews Castle College, which are organised through the school.

7.1 AUTHORISED ABSENCE

The following are examples, but are neither prescriptive nor exhaustive. Schools will be required to use their discretion in all cases, and should take account of Comhairle nan Eilean Siar’s own policy. Note: holidays taken within term time cannot be considered as authorised absence, except in the case of pre-determined religious holidays.

- ill health (please refer to 7.2 for information about medical certificates)
- attendance at the funeral of a close family relative when leave is granted prior to the funeral
- the breakdown of the student’s method of transport to and from the school
- attendance at a court hearing or probation meeting
- authorised school/college activities
- religious holidays, by prior arrangement

7.2 MEDICAL CERTIFICATES AND ABSENCES DUE TO ILL HEALTH

Students are required to produce documentary evidence that they were unfit to attend due to ill health.

The students applying for EMAs will be subject to the same sickness reporting conditions as defined in the “Sickness Absence Procedure” for teaching staff. If a student is absent for less than 5 school days they must submit a self-certification form to the school describing the reasons for absence.

For absences of 5 school days or more a medical certificate signed by a doctor must be produced. This may have to be at the student’s own expense. Exceptional circumstances must be referred to the local authority for adjudication. A periodic medical absence that extends over a period of 3 weeks will be the subject of review. Individual circumstances will be taken into account.

Reporting procedures similar to that for teachers will be necessary. Students should arrange to phone the school on the first day of absence. If they are still absent after 4 days and expect their absence to extend beyond 5 school days, they should arrange to inform the school. If the student is unable to phone the school, the student’s parent or guardian would be responsible for performing this action. For extended periods of absence (more than 12 days) the student must phone the school to notify them of their continued absence after periods of 7 days (i.e. day 5, day 12, day 19 etc.). Where a medical certificate has been submitted to the school to cover the period of absence (i.e. certificate for 28 days), these phone calls will not be necessary.

Students receiving EMAs will receive “Return to School Interviews” from their guidance teachers after every absence. Where persistent short-term absences occur guidance staff can suspend the students EMA payments, if the “Return to School Interview” does not satisfy the school that the absences were genuine.

To assist with the administration of EMAs and to encourage students to be responsible, a short period to return a self-certificate or medical certificate is required. A self-certificate or medical certificate must be received by the school within 3 days from the end of the period of absence, at the latest. Failure to comply with this will result in the forfeit of the EMA payments for the period of absence.

7.3 LATENESS

Western Isles schools use the categories prescribed by ScotXed to record attendance and absence for both morning and afternoon sessions. A "Late 1" (arrival in school after the registration period but before the morning interval and after lunch but before the afternoon interval) without an acceptable reason is the definition of lateness. A "Late 2" (arrival after the start of the morning interval or arrival after lunch and after the afternoon interval) without an acceptable reason is the definition of an unauthorised absence for EMA purposes, requiring the forfeit of the EMA award for that week.

The flexibility to define what an acceptable reason for lateness or absence, will remain with the head teacher of each school, although the Education Department will undertake to ensure that a consistent approach is used in all Western Isles schools.

The definition of persistent late-coming is 3 late attendances. This will automatically result in a warning letter to the pupil and the pupil's parents. Any subsequent instances of late attendance will lead to forfeit of the EMA, in the week that the late attendance occurred. The Phoenix software in schools will report on the attendance, absence and late attendances direct to the Education Department. This data will be processed centrally and EMA payments will automatically be stopped by the Department where students are guilty of persistent late-coming, unauthorised absence. Payment will subsequently be made to students if the school informs the Department that late attendances or absences, were for acceptable reasons.

8. PAYMENT OF BONUSES

Please note the young person must be in receipt of an EMA to qualify for bonuses. Part payment of bonuses will not be made.

8.1 STRUCTURE OF BONUSES

The bonus structure will offer up to 2 bonuses of £150 each for the student during the academic year. For courses which follow the academic year:-

Autumn intake Students who are eligible for and in receipt of an EMA under the autumn intake (start of academic year) may be eligible for both bonuses.

Winter intake Students who are eligible for and in receipt of an EMA under the winter intake (start of the calendar year) may be eligible for one bonus payment.

A similar structure will apply to students whose course follows the calendar year:-

Winter intake Students who are eligible for and in receipt of an EMA under the winter intake (i.e. start of course coinciding with calendar year) may be eligible for both bonuses.

Autumn intake Students who are eligible for and in receipt of an EMA under the autumn intake (which will coincide with part way through course) may be eligible for one bonus payment.

8.2 TIMING OF BONUSES

For courses which follow the academic year, the first bonus payment should be made in January, when the student has returned to their course and weekly payments have resumed.

The second bonus should be made in June/July (in conjunction with completion of studies).

For courses which follow the calendar year, bonuses should also be made in June/July and January. The first bonus, in June/July, should be a retrospective award to mark the student's return to the course and resumption of weekly payments. The second bonus (in this case in January) should again be linked to completion of studies.

The school need only notify Comhairle nan Eilean Siar if the bonus requirements have been achieved (and payment should be made).

8.3 PURPOSE OF BONUSES

The bonus regime should aim to apply the "something for something" principle to improve retention and reward progress and achievement, so enhancing the overall effectiveness of EMAs.

8.4 CRITERIA FOR AWARDING BONUSES

Bonuses should reward completion of course work, behaviour, attitude and attendance. Teaching and guidance staff should decide upon bonus eligibility. Schools have flexibility in awarding bonus payments to make criteria individualised to student performance (within the Learning Agreement), although the following three elements should all be taken into account for each bonus:

i) ATTENDANCE

Schools must be satisfied that an individual receiving a bonus payment has a satisfactory attendance record, although the purpose of the bonuses should be distinct from that of weekly payments, so that for many students rewarding attendance with bonuses is unnecessary.

For those vulnerable or disaffected students who struggle with attendance, however, the bonus can be an incentive if the weekly 100% attendance target is unrealistic. In these cases the school may wish to set specific targets, to link bonus payment to overall attendance.

ii) RETENTION

In all cases payment of bonuses is dependent on fulfilling the retention requirement.

Payment of the first bonus should happen, subject to completed coursework and satisfactory attendance, only once the student has **returned** to term two **and** weekly payments have resumed, discouraging Christmas drop-out.

The second bonus payment (for courses which follow the academic year) should **not** be deferred until the student returns in August/September for the next academic year. Instead, payment of this bonus could be dependent upon turning up at all scheduled exams and, for those students whose course resumes in June, their return.

iii) PROGRESSION / ATTAINMENT

The awarding of bonuses is **not** tied to qualification results; i.e. those achieving lower grades should still be awarded bonuses providing that they meet the other criteria laid out here.

However, bonuses should be used to promote attainment. They should be linked to the components, such as course work, assignments and learning objectives, rather than to the final qualification. Schools should therefore set a requirement within guidelines that relates bonuses to student progress towards such attainment goals but not linked to actual qualification results.

There should be scope for variation to suit different courses, different school expectations, and different capabilities of students.

8.5 PAYMENT OF BONUSES

Schools: Payment of bonuses will be made by Comhairle nan Eilean Siar, at the discretion of the school.

Payment dates will relate to course completion dates.

Students, who do not meet the requirements of the Learning Agreement and do not receive a bonus, will be sent a letter detailing the requirements that have not been met and explaining the reason for the non payment of the bonus. This letter will be from the school.

8.6 SHORT COURSES

The bonus arrangements will need to allow for short courses. If the course is particularly short, for example less than 12 weeks, bonuses may not be payable.

9. EMA SUPPORT FOR “VULNERABLE” YOUNG PEOPLE

Meeting the additional support needs of vulnerable students is a key challenge, critical to the creation of a fully inclusive society. There is a range of difficulties that a student may face, such as those outlined in 9.1 below.

There should be a degree of flexibility when administering EMAs for this group of young people.

Vulnerable children as described in section 9.1 below, will have individual learning agreements drawn up, which will be agreed by the child, their carer and the Head of Inclusion and Early Education (or his representative). The process of drawing up individual learning agreements will incorporate a degree of flexibility to allow for students who may not be working towards formal qualifications, but may achieve goals in other respects.

Comhairle nan Eilean Siar will consider individual circumstances where financial awards to vulnerable students are made. In certain extenuating circumstances where the agreement by the Education Department and the Social Work Department, is that access to money would be detrimental to the welfare of the child, the Education Department may monitor the use of, or divert the funds into trust for the child or into the care of the child's parents (depending on circumstances).

The role of other services, including Access Centres, Careers Scotland, key workers, social workers and educational psychologists, will be important in developing a coherent package of support, for example in developing Future Needs Assessments (FNAs – these are professional reports that may have contributions from Careers Scotland and an Educational Psychologist).

9.1 DEFINITION OF “VULNERABLE”

“Vulnerable” students are those who are at risk of non-participation and of under-achieving. The following are examples, but this is not an exclusive list:

- students with additional support needs (including disabilities, behavioural problems, mental health problems). Some may have a Record of Needs, but this is not in itself a requirement for consideration as vulnerable within the additional support needs category.
- students who are, for example, teenage parents, homeless or who are estranged from their parents
- students who are in care or are care leavers
- students who are, or have been, young offenders

9.2 ATTENDANCE

Some vulnerable young people may require non-standard attendance patterns.

For some it will be sensible in the long run to set short-term attendance targets in the Learning Agreement that are initially less than 100%, to induce them to develop good habits gradually.

9.3 ELIGIBILITY

(i) EXTENSION OF ELIGIBILITY PERIOD

Local authorities and colleges will have the power to pay EMA to any young people whom it deems "vulnerable" for up to 3 years within a four-year period. This will apply to any young person who has a Record of Needs when they finish compulsory education. They will be able to continue to receive the Allowance beyond their 20th birthday provided they meet the other eligibility criteria, up to the point where they have received 3 years' support. This will be the case even if the local authority, on the student's admission to college, has ended their Record of Needs.

(ii) LEARNING AGREEMENTS

The requirement for a parental/guardian signature for school pupils will be waived for students who are estranged from their families and assessed as independent for state benefits purposes. This may include students who are in care.

The requirement for the student's signature will be waived if the student has special educational needs that make it impractical.

Vulnerable students may not need to be working towards a recognised educational qualification in order to receive an EMA. In typical circumstances the student will have had a Record of Needs during their school years. Their Learning Agreement should therefore be tailored to their needs.

A new EMA Learning Agreement should be completed for each academic year, and Learning Agreements should be collated as indicated in section 6.5.

iii) FULL CALENDAR YEAR CURRICULUM

For students with additional support needs within a FULL-YEAR curriculum, multiply the weekly amount for which the young person would be eligible by 42 and then divide this figure by 52 (or by however many weeks the young person stays at the school during the academic year).

9.4 BONUSES

Any student with learning difficulties which would preclude them from getting a recognised qualification (see Section 5.3 Qualifications) will still be eligible for the bonuses provided they reach the learning goals set out in their EMA Learning Agreement.

10. STUDENTS IN HOME EDUCATION

EMAs will be available to eligible young people who are undertaking full-time non-advanced level study by home education. The EMA programme will be administered for these students by Comhairle nan Eilean Siar. Applications should be made to Comhairle nan Eilean Siar. In relation to the efficiency and acceptability of education being delivered at home, Comhairle nan Eilean Siar will take into account the Guidance on the Circumstances in which Parents may choose to Educate their Children at Home (produced by the Scottish Executive, www.scotland.gov.uk), and Comhairle nan Eilean Siar's own guidance, where available.

The programme for EMAs across the local authority and FE sectors is largely the same. This will also be the case in relation to home education. However, given the nature of home education, there will be particular elements of the programme which will vary. This section sets out those elements.

10.1 ELIGIBILITY OF STUDENT

Students who are home educated will be subject to the same age criteria as students in schools (see Section 4.1). Students will become eligible for an EMA from the start of the **Comhairle nan Eilean Siar school term** under the autumn or winter intake, as appropriate. While it is recognised that home education may not follow the same terms as school education, this will ensure **all** eligible students begin to receive their EMA at the same point in the year, regardless of the form of education they are undertaking.

Home educated students will also be eligible to a maximum of 42 weeks of EMA support over the year in the same way as other students who are awarded an EMA.

10.2 ELIGIBILITY OF LEARNING

Eligible students can be home-educated full-time, or in conjunction with attendance at a school (as recognised in Section 3 (vi)). Comhairle nan Eilean Siar should be content that the home education is efficient and suitable for the child, and on a full-time basis. In considering this Comhairle nan Eilean Siar will take into account the characteristics of effective and suitable education set out in the "Guidance on the Circumstances in which Parents may choose to Educate Their Children at Home".

The learning should be at non-advanced level. If the student attends college courses part-time as part of their home education programme, this should also be at non-advanced level.

(i) ATTENDANCE REQUIREMENTS

In order to be eligible for the weekly allowance home educated EMA students will be required to meet the 100% attendance requirement.

Responsibility for ensuring 100% attendance in home education will lie predominantly with the education provider. Comhairle nan Eilean Siar will ensure the Education provided is appropriate. Where a student also attends a part-time college course as part of their programme, they will be required to meet the 100% attendance criteria for that course (with usual reference to Section 7 Guidance on Absences).

(ii) PROGRESSION AND QUALIFICATIONS

Home educated students may not be working towards a recognised qualification. However, the programme of learning should be appropriate to the age, ability and aptitude of the student. Comhairle nan Eilean Siar will ensure that this remains the case throughout the student's period of eligibility.

10.3 LEARNING AGREEMENT

In order to receive an EMA, **all** students must have a signed learning agreement (or equivalent) in place. For home educated students, this may be a plan of education agreed between the responsible adult and the student.

The Inclusion and Early Education section of the Education Department is currently drawing up the Comhairle nan Eilean Siar policy regarding Home Education. Individual learning agreements will be agreed with the child, the adult educator and the Head of Inclusion and Early Education (or his representative). All aspects of this individual learning agreement will be regularly assessed and met in order for EMA to be awarded.

(i) REQUIRED SIGNATURES

The learning agreement (or equivalent) should be signed by the child and the adult educator or parent responsible, and by the Head of Inclusion and Early Education (or his representative). All signatories should understand fully their responsibilities within the agreement. The responsible parent/education provider should ensure the learning agreement is clear and unambiguous about the proposed programme of learning.

(ii) REQUIREMENTS

The learning agreement (or equivalent) should incorporate the main features as outlined in Section 6 EMA Learning Agreements. However, this should allow for the nature of home education, for example home education may not lead to a recognised qualification. References may be incorporated to documents where such things as timetabled learning programmes are set out, but this is not a prerequisite given the alternative nature of many forms of home education.

The Learning Agreement will refer to the guidance for local education authorities in dealing with home educators, and will incorporate some of the suggested characteristics of an efficient and suitable home education as set out in the Scottish Executive's guidance on home education.

It is the responsibility of the Inclusion and Early Education section of the Education Department to ensure that all the criteria of the plan of education outlined in the EMA application are met. The Inclusion and Early Education section of the Education Department will also provide the EMA section staff with the appropriate administrative information with regard to attendance and absence and bonus eligibility.

(iii) WITHHOLDING PAYMENTS

The Inclusion and Early Education section of the Education Department will be required to advise the Education Department to withhold payments in any week where the student does not meet the attendance criteria or other requirements set out in the learning agreement.

10.4 BONUSES

Home educated EMA recipients will be eligible to be considered for one or two bonuses on the same basis as students at school, i.e. depending under which intake they join the programme (see Section 8.1 Structure of Bonuses). Although home education programmes may not adhere to the same sessions as school, CNES will be administering the programme for both home educated and school pupils, and so bonus payments should be processed at the same point (see Section 8.2 Timing of Bonuses).

(i) PAYMENT OF BONUS

The Education Department of CNES will pay bonuses in consultation with the Inclusion and Early Education section of the Education Department. As in the schools sector, the Inclusion and Early Education section of the Education Department should be able to provide evidence supporting the award of a bonus, such as a pupil's progress against their learning agreement, if required.

(ii) RETENTION CRITERIA

For home educated students, this would be a return to their agreed learning programme.

(iii) PROGRESSION/ATTAINMENT CRITERIA

As students who are home educated may not be working towards a recognised qualification, there should be scope for variation to suit different home education expectations and capabilities of students

10.5 MANAGEMENT INFORMATION

The Inclusion and Early Education section of the Education Department provide the required Management Information for the EMA Scotland programme as detailed, and to Section 10.2 (i) Attendance Requirements and Section 10.4 Bonuses above.

11 MANAGEMENT INFORMATION REQUIREMENTS

Local authorities are required to submit management information. This is detailed in the EMA Scotland Business Model Section 2.6 and Annex 3.

Standard spreadsheets for returning this information have been developed to ensure consistency, ease of access and flexibility in the use of the data for analysis (please see EMA Scotland Business Model Annex 3).

Management information will be collated and delivered as required on a month-by-month basis by the Education Department to the Scottish Executive

APPENDIX 1

EMA WEEKLY PAYMENTS TAPER

EMA awards will be payable according to the total taxable household income. The sum payable will taper from the full award of £30 per week to nil in the following bandings.

INCOME	WEEKLY PAYMENT
£19,630 or below	£30
£19,631 - £24,030	£20
£24,031 - £30,000	£10
Over £30,000	Nil

BONUS SCHEME (SEE SECTION 8 PAYMENT OF BONUSES)

FIRST BONUS JANUARY	£150
SECOND BONUS JUNE/JULY £150 (in conjunction with completion of studies)	

APPENDIX 2

THE FINANCIAL ASSESSMENT

Please see the EMA Scotland Business Model Annex 2 for details of the financial assessment.

The taper of EMA award based on the financial assessment is as set out in Appendix 1 above.

EXCEPTIONS TO THE FINANCIAL ASSESSMENT PROCESS

Local authorities will need to assess the income of some young people in their own right, for example estranged young people, care leavers or teenage parents receiving benefits.

All eligible young people in the care of their local authority, such as those living in foster homes, children's homes or supported housing, would be treated as "independent" for the purposes of EMA, and would automatically be eligible for the maximum EMA weekly rate without recourse to parental income assessment. Such students would be required to provide a letter at the time of application from the local authority stating that they were in the care of the local authority.

PAYMENT ADMINISTRATION

Payments will be made fortnightly in arrears into the bank account of the student.

The local authority or college may discontinue EMA payments where the information supplied states that the student has failed to comply with their Learning Agreement.

REASSESSING AN EMA DURING THE ACADEMIC YEAR

Re-assessment may be allowed in-year where household income has fallen by a minimum of 15% which will result in the applicant becoming eligible for a higher rate of EMA. It is the responsibility of the student to notify the local authority or FE College. Relevant evidence will need to be provided confirming both the change in circumstance and the current level of household income.

In-year re-assessment will not take place where income rises during the year.

LATE APPLICATIONS

It is possible that a student might start their course and only hear about EMAs afterwards. The following arrangements would apply.

(i) Autumn Intake

If applications are made: -

Schools	before 30 th September
Colleges	within first 6 weeks from start of course,

Payments can be backdated to the beginning of the academic year or FE course, provided that the student meets the eligibility requirements. Otherwise payments will be made from the date that the application was received.

(ii) Winter Intake

If applications are made within the first 6 weeks from the beginning of the term (school) and/or course (college), payments can be backdated to the beginning of that term/course, provided that the student meets the eligibility requirements. Otherwise payments will be made from the date that the application was received.

In all cases, the onus is on the student to prove that they have satisfied the conditions of the EMA Learning Agreement from the beginning of that term. **Arrears will not be considered for any previous term.**

BONUSES

In the case of late applications in excess of 6 weeks following the start of the term, it will be at the school or college's discretion as to whether the student should be eligible to receive the bonus for that term, depending on when there was a suitable learning agreement in place.

APPENDIX 3

In relation to the administration of the programme, it is worth noting the following responsibilities of the key partners.

(i) PUBLICITY

- Comhairle nan Eilean Siar be responsible for providing schools with guidance informing them of their responsibilities.
- In addition, Comhairle nan Eilean Siar are responsible for designing and distributing publicity information on the programme

(ii) APPLICATIONS

- Comhairle nan Eilean Siar will be responsible for distributing EMA application forms for students.
- Comhairle nan Eilean Siar will be responsible for correctly determining student eligibility for EMAs using documentary evidence. Copies of documents used to determine eligibility are confidential and should be retained for audit purposes.

(iii) APPEALS

- All partners should ensure that mechanisms are in place for dealing with appeals in circumstances where the student is assessed as ineligible or where the student feels that they should have a higher weekly payment. Evidence should be available to allow appeals against attendance monitoring to be addressed within the institution.
- Students may appeal against decisions to withhold payment of an EMA or an EMA bonus payment. Students may also appeal against refusal of an EMA or the amount of EMA awarded. After investigation, if the matter cannot be resolved to the satisfaction of the student, they have the right to ask for their appeal to be heard by the Service Appeals Panel made up of members of Comhairle nan Eilean Siar with delegated responsibility. If students wish to appeal against a decision, they must do so within one month of the event or forfeit the right of appeal.

APPENDIX 4

THE ROLE OF CAREERS SCOTLAND

Careers Scotland will be required to:

- negotiate procedures and obtain agreement regarding respective roles and responsibilities with local education authorities, schools and colleges through the annual, joint planning process. Ensure that services are targeted so they best meet the needs of the school or college and its students. Record plans in a Partnership Agreement.
- support local authorities and schools/colleges with the promotion of EMAs to students and parents/carers as a form of financial support for young. This may include distribution and display of leaflets and posters supplied to Careers Scotland, links to the EMA Scotland website, and resources to carry out awareness raising with Careers Scotland Advisers.
- liaise with local authorities and schools/colleges regarding the availability of EMAs to eligible young people.
- agree procedures with schools and colleges to ensure that students are encouraged to self refer to Careers Scotland services which are appropriate to their career planning needs.
- with the student's permission, supply the school or college with a copy of the Career Plan of Action, completed by the Careers Adviser following a career guidance interview.