

**Council Offices
South Lanarkshire Council
Almada Street
Hamilton
ML3 0AA**

Friday, 30 November 2018

Dear Councillor

Clyde Valley Learning and Development Joint Committee

The Members listed below are requested to attend a meeting of the above Joint Committee to be held as follows:-

Date: Monday, 10 December 2018
Time: 14:00
Venue: Committee Room 5, Council Offices, Almada Street, Hamilton, ML3 0AA

The business to be considered at the meeting is listed overleaf.

Yours sincerely

Paul Manning
Clerk to the Joint Committee

Members

Council

East Dunbartonshire
East Renfrewshire
Glasgow City
Inverclyde
North Lanarkshire
Renfrewshire
South Lanarkshire
West Dunbartonshire

Member

Councillor Jim Gibbons
Councillor Colm Merrick
Councillor Richard Bell
Councillor Martin Brennan
Councillor Angela Campbell
Councillor Jim Paterson
Councillor Katy Loudon
Councillor Karen Conaghan

Substitute

To be advised
To be advised
Councillor Elaine McSporran
Councillor Natasha Murphy
To be advised
Councillor Lorraine Cameron
Councillor Gladys Miller
Councillor Caroline McAllister

Copies to substitute members for information only

BUSINESS

1 Declaration of Interests

2 Minutes of Previous Meeting

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Minutes of meeting of the Clyde Valley Learning and Development Joint Committee held on 10 September 2018 submitted for approval as a correct record. (Copy attached)

Item(s) for Monitoring

3 Revenue Budget Monitoring 2018/2019 - Clyde Valley Learning and Development Joint Committee

7 - 10

Report dated 12 November 2018 by the Treasurer of Clyde Valley Learning and Development Joint Committee. (Copy attached)

Item(s) for Decision

4 Update on Membership and Funding for the Clyde Valley Learning and Development Project for 2019/2020

11 - 16

Report dated 12 November 2018 by the Chair of the Clyde Valley Learning and Development Project Implementation Steering Group. (Copy attached)

5 Revised Minute of Agreement for the Clyde Valley Learning and Development Project

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Report dated 9 November 2018 by the Chair of the Clyde Valley Learning and Development Project Implementation Steering Group. (Copy attached)

6 Meeting Arrangements - 2019/2020

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Report dated 20 November 2018 by the Clerk to the Clyde Valley Learning and Development Joint Committee. (Copy attached)

Item(s) for Noting

7 Clyde Valley Learning and Development Project - Update on Existing Projects

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Report dated 11 November 2018 by the Chair of the Clyde Valley Learning and Development Project Implementation Steering Group. (Copy attached)

8 Clyde Valley Learning and Development Project – Update on Social Care Group Projects

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Report dated 12 November 2018 by the Chair of the Clyde Valley Learning and Development Project Implementation Steering Group. (Copy attached)

Urgent Business

9 Urgent Business

Any other items of business which the Chair decides are urgent.

For further information, please contact:-

Clerk Name: Stuart McLeod

Clerk Telephone: 01698 454 815

Clerk Email: stuart.mcleod@southlanarkshire.gov.uk

CLYDE VALLEY LEARNING AND DEVELOPMENT JOINT COMMITTEE

Minutes of meeting held by Conference Call on 10 September 2018

Convener:

Councillor Katy Loudon, South Lanarkshire Council

Councillors Present:

East Dunbartonshire Council:	Jim Gibbons (Vice Convener)
Inverclyde Council:	Martin Brennan
West Dunbartonshire Council:	Karen Conaghan

Councillors' Apologies:

East Renfrewshire Council:	Colm Merrick
Glasgow City Council:	Richard Bell and Elaine McSporran (Substitute)
North Lanarkshire Council:	Angela Campbell
Renfrewshire Council:	Jim Paterson and Lorraine Cameron (Substitute)

Attending:

Clerk's Office

Stuart McLeod, Administration Officer, South Lanarkshire Council

Treasurer's Office

Amanda Murray, Finance Adviser, South Lanarkshire Council

Also Attending:

Dave Richardson, Senior Audit Manager, Audit Scotland

1 Declaration of Interests

No interests were declared.

2 Minutes of Previous Meeting

The minutes of the meeting of the Clyde Valley Learning and Development Joint Committee held on 11 June 2018 were submitted for approval as a correct record.

The Joint Committee decided: that the minutes be approved as a correct record.

3 Audit Scotland - Clyde Valley Learning and Development Joint Committee - Proposed 2017/2018 Annual Audit Report

The 2017/2018 Annual Audit Report (proposed) dated September 2018 for the Clyde Valley Learning and Development Joint Committee was submitted by the Joint Committee's External Auditor, Audit Scotland.

The Senior Audit Manager gave a verbal overview of the Annual Report to members for the year ended 31 March 2018 which included the following key messages:-

- ◆ Audit Scotland had provided an unqualified audit opinion on the 2017/2018 annual accounts
- ◆ that the annual accounts had been properly prepared and were consistent with the financial statements
- ◆ that the Joint Committee had secured contributions of £32,000 towards the running costs for 2018/2019
- ◆ that, based on the evidence of continued support from member councils, Audit Scotland had concluded that the Joint Committee's financial position was sustainable in the foreseeable future
- ◆ that the Joint Committee's Annual Governance Statement complied with the relevant guidance

The Joint Committee decided: that Audit Scotland's proposed 2017/2018 Annual Audit Report for the Clyde Valley Learning and Development Joint Committee be noted.

4 Certified Annual Accounts 2017/2018 and External Auditor's Report to the Joint Committee

A report dated 22 August 2018 by the Treasurer to the Clyde Valley Learning and Development Joint Committee was submitted on the:-

- ◆ Joint Committee's Annual Accounts for 2017/2018 which had received a clean audit certificate with no audit actions identified from the External Auditor, Audit Scotland
- ◆ requirement to approve the Annual Accounts for 2017/2018 for signing by the Convener and Treasurer

The Annual Accounts would be available on South Lanarkshire Council's website.

The Joint Committee decided:

- (1) that it be noted that the Annual Accounts for 2017/2018 had received a clean audit certificate with no audit actions identified; and
- (2) that the audited Annual Accounts for 2017/2018, attached as Appendix 1 to the report, be approved for signing by the Convener and Treasurer.

5 Urgent Business

There were no items of urgent business.

Report

3

Report to:	Clyde Valley Learning and Development Joint Committee
Date of Meeting:	10 December 2018
Report by:	Treasurer to Clyde Valley Learning and Development Joint Committee

Subject:	Revenue Budget Monitoring 2018/2019 - Clyde Valley Learning and Development Joint Committee
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1. Purpose of Report

1.1. The purpose of the report is to:-

- ♦ provide information on the actual expenditure measured against the revenue budget for the period 1 April 2018 to 9 November 2018 for Clyde Valley Learning and Development Joint Committee

2. Recommendation(s)

2.1. The Joint Committee is asked to approve the following recommendation(s):-

- (1) that the breakeven position on the Clyde Valley Learning and Development Joint Committee revenue budget, as detailed in Appendix A of the report, be noted.

3. Background

3.1. This is the second revenue budget monitoring report presented to the Clyde Valley Learning and Development Joint Committee for the financial year 2018/2019.

3.2. The running costs for the Clyde Valley Learning and Development Joint Committee are funded by contributions from the eight member Councils. The minimum level of financial contributions for 2018/2019 were agreed at a meeting of the Clyde Valley Learning and Development Joint Committee on 4 December 2017. This forms the basis for the budget for 2018/2019 and totals £0.032m. In addition, an estimate of training expenditure (£0.030m), and the recharge of this to Councils (£0.030m), gives a total spend and income budget of £0.062m.

3.3. The report details the financial position for Clyde Valley Learning and Development Joint Committee on Appendix A.

4. Employee Implications

4.1. None

5. Financial Implications

5.1. As at 9 November 2018, there is a breakeven position against the phased budget to date.

6. Other Implications

- 6.1. The main risk associated with the Clyde Valley Learning and Development Joint Committee Revenue Budget is that there is an overspend. The risk has been assessed as low given the detailed budget management applied within the Joint Committee. The risk is managed through four weekly Budget Monitoring when any variance is analysed. In addition, the probable outturn exercise will ensure early warning for corrective action to be taken where appropriate.
- 6.2. There are no implications for sustainability in terms of the information contained in this report

7. Equality Impact Assessment and Consultation Arrangements

- 7.1. This report does not introduce a new policy, function or strategy or recommend a change to an existing policy, function or strategy and therefore no impact assessment is required.
- 7.2. There is also no requirement to undertake any consultation in terms of the information contained in the report.

Jackie Taylor
Treasurer

12 November 2018

Previous References

- ◆ Clyde Valley Learning and Development Joint Committee, 4 December 2017

List of Background Papers

- ◆ Financial ledger and budget monitoring results to 9 November 2018

Contact for Further Information

If you would like to inspect the background papers or want further information, please contact:-

Lorraine O'Hagan, Finance Manager (Strategy)

Ext: 2601 (Tel: 01698 452601)

E-mail: lorraine.o'hagan@southlanarkshire.gov.uk

CLYDE VALLEY LEARNING AND DEVELOPMENT JOINT COMMITTEE

Revenue Budget Monitoring Report

Period Ended 9 November 2018 (No.9)

	Annual Budget	Forecast for Year	Annual Forecast Variance	Budget Proportion 9/11/18	Actual 9/11/18	Variance 9/11/18		% Variance 9/11/18	Note
	£000	£000	£000	£000	£000	£000			
<u>Budget Category</u>									
Employee Costs	0	0	0	0	0	0	-	n/a	
Property Costs	0	0	0	0	0	0	-	n/a	
Supplies & Services	0	0	0	0	0	0	-	n/a	
Transport & Plant	0	0	0	0	0	0	-	n/a	
Administration Costs	60	60	0	29	29	0	-	0.0%	
Payments to Other Bodies	2	2	0	0	0	0	-	n/a	
Payments to Contractors	0	0	0	0	0	0	-	n/a	
Transfer Payments	0	0	0	0	0	0	-	n/a	
Financing Charges	0	0	0	0	0	0	-	n/a	
Total Controllable Exp.	62	62	0	29	29	0	-	0.0%	
Total Controllable Inc.	(62)	(62)	0	(29)	(29)	0	-	0.0%	
Net Controllable Exp.	0	0	0	0	0	0	-	0.0%	

Report

4

Report to:	Clyde Valley Learning and Development Joint Committee
Date of Meeting:	10 December 2018
Report by:	Chair of Clyde Valley Learning and Development Project Implementation Steering Group

Subject:	Update on Membership and Funding for the Clyde Valley Learning and Development Project for 2019/2020
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1. Purpose of Report

1.1. The purpose of the report is to:-

- ♦ update the Joint Committee on proposals to restructure the membership of and funding for the Clyde Valley Learning and Development Project

2. Recommendation(s)

2.1. The Joint Committee is asked to approve the following recommendation(s):-

- (1) that the Project continue to operate based on the financial contributions and membership structure proposed in this paper;
- (2) that further efforts be made to finalise contributions and membership from those councils who have still to confirm their preferred membership;
- (3) that the revised governance arrangements should be put in place on finalising the uptake of membership categories;
- (4) that the sum of £59,000 should be allocated to the lead authority from membership contributions towards the operating costs of the Project;
- (5) that residual funds arising from membership contributions should be allocated to project work by the Implementation Steering Group or Social Care Group as priorities demand;
- (6) that any unspent funding in year will be carried forward for use in future years; and
- (7) that the funding model including balances carried forward, the charging structure and the ongoing level of membership should be reviewed annually.

3. Background

3.1. In December 2017 a discussion paper was presented to the Clyde Valley Project Implementation Steering Group to consider the future of the Project and to investigate a viable funding model, including options, to allow the Project to continue to operate. The options considered in the paper were presented to the Joint Committee on 4 December 2017. The Joint Committee requested that the Steering Group evaluate the options within the paper and make recommendations to present to the Committee at the next meeting.

3.2. In the interim period and to maintain continuity for the project, the Committee agreed that the historical contribution towards the running costs of the project should be maintained. The overall contribution generated from this model is £32,000 per annum.

- 3.3. At its meeting on 11 June 2018, the Joint Committee approved a proposal to restructure the membership of the Group, by creating three categories of membership which would be open to all current members of the Group (Full and Associate Members).
- 3.4. Each of these categories of membership, detailed in paragraph 3.9, is contingent on a financial contribution being paid by each member based on a sliding scale linked to the number of employees they have and the category of membership selected.
- 3.5. In addition, the Joint Committee agreed to elevate the status of the Social Care Group from sub-group to that of the Steering Group, to reflect the importance of the Social Care agenda to the Clyde Valley Group's work.
- 3.6. In order to reflect these changes, it was necessary to redefine the Clyde Valley Learning and Development Project Minute of Agreement and to seek approval to have the revised terms formally adopted. The revised Minute of Agreement is the subject of a separate paper being presented to this meeting of the Joint Committee.
- 3.7. Since the contributions from members commenced in 2011/2012, only Full Member Councils have made a financial contribution to the running costs of the Project, providing funding of £32,000 per annum.
- 3.8. Going forward, it was agreed that a minimum of five Full Member Councils would be required to maintain the viability of the Project and a minimum level of funding of £59,000 per annum.
- 3.9. The proposed tariff for the different categories of membership was as follows:-

Membership category		Full	Participating	Procurement
Banding (Employee Numbers)				
Band 1	(0 - 4,999)	£5,000	£3,000	£1,250
Band 2	(5,000 - 9,999)	£7,000	£4,000	£1,500
Band 3	(10,000+)	£10,000	£6,000	£2,500

4. Current Position

- 4.1. The paper approved in June 2018 was distributed to all the existing membership (Full and Associate Members). Members were asked to consider the content of the papers and the implication for their respective organisations in reaping the benefits of maintaining involvement in the Project.
- 4.2. At the time of writing, not all councils have made a final decision on membership and some require a further stage of internal approval in order to proceed. However, to date no council has indicated that they are intending to withdraw their membership.
- 4.3. Based on confirmed intentions of councils the total projected income from confirmed membership to date would be £74,000, (detailed in Appendix 1, Table 1). Additional contribution income of £9,000 is currently being discussed with councils who have indicated their preference for membership but not yet confirmed which membership they will take up (detailed in Appendix 1 Table 2).
- 4.4. Ongoing discussions are planned and taking place with all other current Associate Member Councils (detailed in Appendix 1 Table 3). The intention is that an agreed outcome on contribution and continued membership will be reached with all councils by 31 December 2018.

5. Project Governance

- 5.1. On the basis of the responses received, the new membership structure will constitute six Full Members. These councils will represent the interests of the Clyde Valley Group and develop the strategic direction of the Project subject to the terms of the revised Minute of Agreement.
- 5.2. The revised Joint Committee will continue to have representation of Elected Members from each of the Full Member Councils.
- 5.3. Similarly, the Project Implementation Steering Group will have the same councils represented.

6. Utilisation of Funds

- 6.1. The sum of £59,000 was projected to be a realistic estimate of a fair contribution to the lead council's operating costs for the project. This was the estimated minimum figure approved by the Joint Committee in the paper of 11 June 2018.
- 6.2. Based on the current projections, the Project will have a minimum of £15,000 additional funds at its disposal for the period 2019/2020.
- 6.3. It is proposed that these additional funds should be used for specific project work identified by the Project Implementation Steering or the Social Care Group, based on immediate priorities for the project.
- 6.4. In addition, it is proposed that any unspent element of the funding each year is transferred to the Balance Sheet for use in future years. This balance will be reviewed annually as part of the review of membership and contributions.

7. Conclusions

- 7.1. There is a strong appetite amongst the current membership of the wider Clyde Valley Group to continue to operate the Clyde Valley Learning and Development Project and more widely realise the benefits of participation.
- 7.2. Members from all existing membership categories recognise the value of retaining membership even when a financial contribution is required.
- 7.3. Commitments received so far have exceeded the minimum level of Full membership previously agreed to be a viable number (five).
- 7.4. Although not yet finalised, the financial projections from existing commitments indicate that the minimum level of contribution previously agreed (£59,000) in the Joint Committee paper of 11 June 2018 has already been exceeded.
- 7.5. This will allow a modest fund to be managed for specific project work where an external cost may be incurred.

8. Employee Implications

- 8.1. The continued support of the in-kind contributions of officers drawn from the Clyde Valley Member Councils remains crucial to the ongoing success of delivering the Project's objectives.
- 8.2. Of equal importance is to ensure that officers attending and participating in each of the Groups' activities are empowered to make management and strategic decisions on behalf of their respective organisations, and that appropriate officers are nominated from each council to fulfil this requirement.

9. Financial Implications

- 9.1. The new model being proposed represents a fairer distribution of costs to the wider group. Based on commitments from the new membership categories, the Project's annual contribution will increase from the current level of £32,000 to a minimum of £74,000 for financial year 2019/2020.
- 9.2. On conclusion of existing and planned discussions, this figure may increase as discussions and approvals are concluded with the remaining current Associate Councils.
- 9.3. In adopting this funding model it is conceivable that the annual contribution to the Project will fluctuate year by year. It is therefore essential that the Joint Committee agrees an acceptable minimum level of funding before proceeding each year. This will therefore be the subject of an annual report to the Joint Committee, prior to the start of each financial year.

10. Other Implications

- 10.1. The risk to the Project is that if the minimum number of Full Members or the minimum level of funding cannot be achieved, it would not be viable to continue with the Project.
- 10.2. There are no implications for sustainability in terms of the information contained in this report.

11. Equality Impact Assessment and Consultation Arrangements

- 11.1. This report does not introduce a new policy, function or strategy or recommend a change to existing policy, function or strategy and therefore no impact assessment is required.
- 11.2. Consultation has been undertaken with all existing members of the Project.

Gill Bhatti

Chair, Clyde Valley Learning and Development Project Implementation Steering Group

12 November 2018

Previous References

- ◆ 11 June 2018 - Update on the Future and Funding for the Clyde Valley Learning and Development Project for 2018/2019
- ◆ 4 December 2017 - The Future and Funding for the Clyde Valley Learning and Development Project for 2018/2019

List of Background Papers

- ◆ Clyde Valley EGF Training Bid
- ◆ NBSS Clyde Valley Consortium Submission November 2006
- ◆ NBSS Clyde Valley Consortium – Secondary Paper December 2006

Contact for Further Information

If you would like to inspect the background papers or want further information, please contact:-

Gill Bhatti, Chair, Clyde Valley Learning and Development Project Implementation Steering Group

Ext: 5604 (Tel: 01698 455604)

E-mail: gill.bhatti@southlanarkshire.gov.uk

Membership Contributions 2019/2020

Table 1: Confirmed Contributions

Council	Current Membership Status	New Membership Status	Contribution
East Renfrewshire	Full	Full	£5,000
Glasgow City	Full	Full	£10,000
Inverclyde	Full	Full	£5,000
North Lanarkshire	Full	Full	£10,000
Renfrewshire	Full	Full	£7,000
South Lanarkshire	Full	Full	£10,000
East Dunbartonshire	Full	Participating	£3,000
West Dunbartonshire	Full	Participating	£4,000
Angus	Associate	Participating	£4,000
Clackmannanshire	Associate	Participating	£3,000
Dundee	Associate	Participating	£4,000
Orkney	Associate	Participating	£3,000
Scottish Borders	Associate	Participating	£3,000
Dumfries and Galloway	Associate	Procurement	£1,500
Falkirk	Associate	Procurement	£1,500
Total			£74,000

Table 2: Indicative Contributions (to be confirmed)

Council	Current Membership Status	New Membership Status	Contribution
Argyle and Bute	Associate	Participating	£3,000
City of Edinburgh	Associate	Participating	£6,000
Total			£9,000

Table 3: Contributions still to be agreed

Council	Current Membership Status	New Membership Status	Contribution
Aberdeen City	Associate	Not yet confirmed	
East Ayrshire	Associate	Not yet confirmed	
Perth and Kinross	Associate	Not yet confirmed	
Highland	Associate	Not yet confirmed	
West Lothian	Associate	Not yet confirmed	
North Ayrshire	Associate	Not yet confirmed	
Shetland	Associate	Not yet confirmed	
East Lothian	Associate	Not yet confirmed	

Report

5

Report to:	Clyde Valley Learning and Development Joint Committee
Date of Meeting:	10 December 2018
Report by:	Chair of Clyde Valley Learning and Development Project Implementation Steering Group

Subject:	Revised Minute of Agreement for the Clyde Valley Learning and Development Project
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1. Purpose of Report

1.1. The purpose of the report is to:-

- ◆ request approval of the revised draft Minute of Agreement, attached as appendix 1 to this report, for consultation by the Full Member Councils
- ◆ request that, in the event that there are no proposed amendments to the Minute of Agreement, the Head of Administration and Legal Services, South Lanarkshire Council, be authorised to circulate the Minute of Agreement to Full Member Councils for signing

2. Recommendation(s)

2.1. The Joint Committee is asked to approve the following recommendation(s):-

- (1) that the terms of the draft Minute of Agreement be approved for consultation by the Full Member Councils;
- (2) that, in the event that there are no proposed amendments to the Minute of Agreement, the Head of Administration and Legal Services, South Lanarkshire Council, be authorised to circulate the Minute of Agreement to Full Member Councils for signing; and
- (3) that it be noted that the Minute of Agreement, once approved, will require to be amended to reflect any changes to the full membership of the Project.

3. Background

- 3.1. Following the establishment of the Clyde Valley Learning and Development Project in 2007, a legal agreement in the form of a Minute of Agreement was drawn up and signed by the eight Full Member Councils in 2008. The agreement covered the terms of the Scottish Government grant provided as start-up funding for the Project, as well as setting out certain terms and conditions which would apply in the delivery of the Project. The agreement was legally binding on the Full Member Councils.
- 3.2. Many of the fundamental aspects of the Project as set out in the 2008 document are no longer relevant or applicable and therefore do not accurately reflect the current mode of delivery, terms and conditions of membership or relevant legislation which applies.

- 3.3. Following discussions with the Project Manager, a revised draft legal agreement was prepared by South Lanarkshire Council's Administration and Legal Services taking into consideration the above changes.

4. Current Position

- 4.1. The attached agreement has been drafted for consideration by the Full Member Councils and, subject to Joint Committee approval, will be circulated amongst the Full Member Councils for comment. As per the existing Minute of Agreement, the document deals with the management and operation of the Joint Committee. Its principal terms are as follows:-

- ◆ The remit of the Joint Committee is to:-
 - ◆ regulate the delivery of the Project
 - ◆ maintain a strategic overview
 - ◆ monitor the learning and development function of the Project
 - ◆ set performance standards
- ◆ There will be three categories of membership for the Project which will be open to all local authorities in Scotland and other public bodies. These three categories are set out in Schedule Part 4 of the Minute of Agreement as follows:-
 - ◆ Full
 - ◆ Participating
 - ◆ Procurement
- ◆ These categories of membership are as approved by the Joint Committee at its meeting on 11 June 2018. All membership categories now carry an annual membership contribution fee based on the relative size of the Council, also detailed in Schedule Part 4 of the Minute of Agreement
- ◆ Only Full Members will be represented on the Joint Committee and have voting rights. Similarly only Full Members will be represented on the Project Steering Group
- ◆ As agreed by the Joint Committee at its meeting on 11 June 2018, there will be a minimum of five Full Member Councils at all times in order to maintain the Project's viability and retain effective governance
- ◆ The Status of the Social Care Group (previously a sub-group of the Project) has been raised to an equivalent level as the Steering Group for governance of matters relating to the Health and Social Care agenda
- ◆ Any Member Council which wishes to withdraw from the Project must give at least six months written notice (as set out in Clause 12.1 of the Agreement)

- 4.2. Requests from other organisations wishing to apply for membership of the Project will be considered by the Joint Committee. In the event that an organisation wishes to obtain membership prior to the next meeting of the Joint Committee, the Chair of the Clyde Valley Learning and Development Project Implementation Steering Group, in consultation with the Convener, is able to approve membership in terms of the Scheme of Delegation. In instances where membership is granted in terms of the Scheme of Delegation, a report would be submitted to the next meeting of the Joint Committee requesting that the action taken be noted.

- 4.3. New members joining the Project will be required to pay the appropriate membership fee for their category of membership for that financial year, and for each subsequent year of membership.
- 4.4. If approved by the Joint Committee, the Head of Administration and Legal Services, South Lanarkshire Council, will invite comments from the Full Member Councils regarding the content of the revised draft Minute of Agreement by 31 January 2019.
- 4.5. If all Full Member Councils are satisfied with the content of the draft and no amendments are required, the Minute of Agreement will be circulated to Full Member Councils for signing.
- 4.6. In the event that amendments are required to the Minute of Agreement, a report will be submitted to a future meeting of the Joint Committee requesting approval of the amended Minute of Agreement prior to it being issued for signing.
- 4.7. The co-operation of all Full Member Councils is respectfully requested to assist in ensuring that the appropriate actions are taken to allow the signing of the revised Minute of Agreement before the first scheduled meeting of the Joint Committee in 2019.
- 4.8. The revised Minute of Agreement will require to be amended accordingly if there are any changes to the full membership of the Project.

5. Employee Implications

- 5.1. There are no specific employee implications outlined in this report.

6. Financial Implications

- 6.1. There are no current financial costs in relation to the drafting and conclusion of the revised legal agreement.

7. Other Implications

- 7.1. The risk to the Project is that it will not have an appropriate legal agreement which reflects the new arrangements if the revised Minute of Agreement is not approved and signed by the Full Member Councils.
- 7.2. There are no implications for sustainability in terms of the information contained within this report.

8. Equality Impact Assessment and Consultation Arrangements

- 8.1. There is no change to policy therefore no impact assessment is required at this stage.
- 8.2. Consultation has taken place with South Lanarkshire Council's Legal Services in order to take the correct advice and legal opinion in relation to this matter. Further consultation with Full Member Councils will take place as outlined in this paper.

Gill Bhatti

Chair, Clyde Valley Learning and Development Project Implementation Steering Group

9 November 2018

Previous References

- ♦ 1 September 2008 – Minute of Agreement
- ♦ 11 June 2018 - Update on the Future and Funding for the Clyde Valley Learning and Development Project for 2018/2019

List of Background Papers

- ♦ Clyde Valley EGF Training Bid
- ♦ NBSS Clyde Valley Consortium Submission November 2006
- ♦ NBSS Clyde Valley Consortium – Secondary Paper December 2006

Contact for Further Information

If you would like to inspect the background papers or want further information, please contact:-

Hazel Lawson, Legal Services Manager, South Lanarkshire Council
Ext: 4559 (Tel: 01698 454559)
E-mail: hazel.lawson@southlanarkshire.gov.uk

or

Gerry Farrell, Project Manager, Clyde Valley Learning and Development Group
Ext: 4240 (Tel: 01698 454240)
E-mail: gerry.farrell@southlanarkshire.gov.uk

MINUTE OF AGREEMENT

between

[SOUTH LANARKSHIRE COUNCIL, EAST RENFREWSHIRE COUNCIL, GLASGOW CITY COUNCIL, INVERCLYDE COUNCIL, NORTH LANARKSHIRE COUNCIL and RENFREWSHIRE COUNCIL]* all incorporated under the Local Government etc. (Scotland) Act 1994 (all hereinafter referred to as “the Member Authorities”)

*NB. These are the current Full Members. Once the new Full Members are identified this paragraph may require to be amended.

Subject: Clyde Valley Learning and Development Project

Head of Legal Services
South Lanarkshire Council
Administration and Legal Services
11th Floor
Almada Street
HAMILTON
ML3 0AA

Ref: HL/CPPL-17449

FAS No: 2089

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MINUTE OF AGREEMENT

between

SOUTH LANARKSHIRE COUNCIL

and

INSERT NAMES OF FULL MEMBERS, all as incorporated under the Local Government etc. (Scotland) Act 1994 (all hereinafter referred to as “the Member Authorities”)

WHEREAS the Member Authorities have formed the Clyde Valley Learning and Development Joint Committee constituted under Section 57 of the Local Government (Scotland) Act 1973.

NOW THEREFORE it is hereby agreed as follows:-

1. DEFINITIONS and INTERPRETATIONS

The following expressions shall have the meanings respectively ascribed thereto.

“Accounting Officer” means the Executive Director (Finance and Corporate Resources) of South Lanarkshire Council or his/her nominee.

“Clerk to the Joint Committee” means the Executive Director (Finance and Corporate Resources) of South Lanarkshire Council or his/her nominee.

“Confidential Information” means the information listed as Confidential Information in Part 5 of the Schedule.

“Contribution Payment” means the sum payable in terms of this Agreement by each Member towards the cost of administrative and other support to the Joint Committee and to the Project, including but not limited to the costs of staff secondment, insurance indemnities and IT accommodation costs as more particularly set out in the Schedule Part 4.

“Environmental Information Regulations” means the Environmental Information (Scotland) Regulations 2004.

“Financial Year” means any period of one year starting on 01 April in that year and ending on 31 March in the following year.

“FOISA” means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Scottish Government or the Scottish Information Commissioner in relation to such legislation.

“Full Member” means **[Insert names here]** and any other person who the Joint Committee agree to admit as a Full Member.

“Joint Committee” means the Committee established by the Full Members to regulate the delivery of the Project as set out in Clause 3 of this Agreement, and whose powers are as set out in this Agreement.

“Lead Authority” means South Lanarkshire Council.

“Member” means all or any of the Full Members, Participating Members and Procurement Members as the context may require.

“Participating Members” means **[Insert names]** or any other person who the Joint Committee agree to admit as a Participating Member.

“Procurement Members” means **[Insert names]** or any other person who the Joint Committee agree to admit as Procurement Members.

“Project” means the Clyde Valley Learning and Development Project as detailed in the bid for which grant agreement was received from the Scottish Executive, (now the Scottish Government) by letter dated Eleventh July, Two thousand and seven to South Lanarkshire Council.

“Project Manager” means the Officer appointed by the Lead Authority and endorsed by the Joint Committee as having overall responsibility for the day to day operation of the Clyde Valley Learning and Development Project.

“Requests for Information” means any apparent request for information under FOISA, or the Environmental Information (Scotland) Regulations.

“Schedule” means the Schedule in 5 Parts annexed as relative to this Agreement.

Interpretation

The interpretation and construction of this Agreement shall be subject to the following provisions:-

- (a) References to any statute, law, order, regulation or other similar instrument shall be construed as a reference to the statute, law, order, regulation or instrument as subsequently amended or re-enacted;
- (b) References to the singular include the plural and *vice versa* unless the context otherwise requires;
- (c) Clause headings and sub headings are for reference purposes only and shall not affect the construction of anything in the Agreement. Reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
- (d) Reference to any person all include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- (e) The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation” and
- (f) The provisions of the Interpretation Act 1978 with respect to interpretation and construction shall apply to this Agreement.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement will commence on [DATE WHEN FULL MEMBERS ARE KNOWN] notwithstanding the date or dates of signing hereof and supersedes the previous Minute of Agreement between the Member Authorities dated 7 October 2008 and subsequent dates.
- 2.2 Each Full Member's membership of the Joint Committee shall subsist unless and until terminated in accordance with any of the provisions of Clause 12.
- 2.3 The Joint Committee shall subsist unless and until terminated in accordance with any of the provisions of Clause 12.

3. JOINT COMMITTEE

- 3.1 The Joint Committee has been established for the purpose of regulating the delivery of the Project by maintaining a strategic overview and monitoring the learning and development functions of the Members.
- 3.2 Each Full Member shall appoint one of their Councillors to be their representative on the Joint Committee.
- 3.3 Each Full Member may appoint a substitute representative to attend meetings of the Joint Committee in the absence of the appointed Councillor which substitute representative shall also be a Councillor.
- 3.4 Each of the Full Members shall be entitled to replace its representative on the Joint Committee at any time or times by notifying the Clerk to the Joint Committee to that effect.
- 3.5 At meetings of the Joint Committee only Full Members in attendance shall be entitled to vote.
- 3.6 The Convener of the Joint Committee shall be an elected representative appointed by the Lead Authority from time to time. A Vice Convener shall be appointed by the Joint Committee following each Scottish Local Government Election or at any other time as may be required.
- 3.7 Each Full Member shall delegate to the Joint Committee their powers to regulate the provision of the Project through the strategic overview and monitoring of the business plan and operation of the Project.
- 3.8 The Joint Committee adopted, at their meeting on Sixteenth October, Two thousand and seven, Standing Orders relating to proceedings at their meetings and at the meetings of any Sub-Committee and these shall apply to the proceeding of the Joint Committee throughout the period of this Agreement subject to any amendments to or replacement thereof as the Joint Committee may determine.

4. STEERING, SOCIAL CARE GROUPS AND PROJECT MANAGER

- 4.1 There shall be a Steering Group comprising officer representatives of the Lead Authority and Full Members which shall oversee the operational work of the Project (save in respect of health and social care issues) and shall have the roles and responsibilities set out in the Schedule Part 3 paragraph 1.
- 4.2 There shall also be a Social Care Group comprising officer representatives of the Lead Authority and Full Members which shall oversee health and social care issues relating to the Project and shall have the roles and responsibilities set out in the Schedule Part 3 paragraph 2.

- 4.3 The Project Manager shall be accountable through the Steering Group to the Joint Committee for the performance of the Clyde Valley Learning and Development Project and for the successful delivery of that Project in terms of the agreed priorities shall have the roles and responsibilities set out in the Schedule Part 3 paragraph 3.

5. SUPPORT SERVICES

- 5.1 Staff may be seconded from the Full Members to the Lead Authority to enable the Project to be delivered as agreed from time to time by the Full Members or any officer to whom such authority has been delegated.
- 5.2 All professional and administrative support for the Joint Committee, the Project Manager and the Project Group will be provided by the Lead Authority.

6. DELIVERY AND OPERATION OF THE CLYDE VALLEY LEARNING AND DEVELOPMENT PROJECT

- 6.1 Except as specifically provided for in this Minute of Agreement, the Joint Committee shall regulate the operation of the Project and set the key performance standards to be met.
- 6.2 Members may arrange to contract for the services delivered by the Project outwith the Project and nothing in this Minute of Agreement shall require a Member to breach or replicate an existing contract for the supply of such a service.
- 6.3 The Lead Authority's Standing Orders and Financial Regulations as amended from time to time shall apply to all tendering procedures and contracts negotiated by the Lead Authority on behalf of the Members in relation to the Project. The Lead Authority shall comply with all necessary legislation and any other relevant source of law when tendering contracts on behalf of the Members.
- 6.4 Members shall be entitled to the benefits and accept the responsibilities specified in the Schedule Part 4 according to their particular type of Membership i.e. Full, Participating or Procurement.
- 6.5 Members undertake to provide such information within such timescales as is reasonably required by the Project Manager to enable the Project to undertake its activities.
- 6.6 Failure by a Member to provide such information referred to in Clause 6.5 above may result in the Project Manager reporting to the Steering Group and the Steering Group may ask the Joint Committee to:-
- (a) Exclude that Member from participating in the Project; and/or
 - (b) Exclude that Member from receiving benefits applicable to their Membership; and/ or
 - (c) Recover from that Member any additional costs incurred or losses suffered by the Project arising from that Member's failure.

7. BUDGET AND CONTRIBUTIONS

- 7.1 The Joint Committee shall prior to thirty first December in each Financial Year approve a budget for the forthcoming Financial Year in accordance with Paragraph 1.5 of Part 2 of the Schedule.

- 7.2 Once the budget has been approved the Lead Authority shall invoice Members for their Contribution Payment for the following Financial Year. Members must make payment of their Contribution prior to the start of the next Financial Year.
- 7.3 The Accounting Officer for the Project shall prepare the annual financial statements and accounts of the Project to the Thirty first March in each year and submit them to the Joint Committee no later than Thirty first August following. Any surplus occurring at the end of any Financial Year shall be used as decided by the Joint Committee.

8. DEFAULT IN PAYMENTS

- 8.1 In the event that any Member fails to make any payment due under this Agreement within 28 days of the day on which payment is demanded interest will run thereon from the day following the date upon which the money became due and payable until paid at a rate of 2% per annum above the base rate of the Royal Bank of Scotland plc or such bank as the Accounting Officer may from time to time notify to the Member Authorities.
- 8.2 Where a Member fails to pay its Contribution Payment by 30 June in the Financial Year in which it is due it will cease to be entitled to receive the benefits applicable to its membership unless otherwise decided by the Lead Authority.
- 8.3 The Lead Authority shall have the discretion, but shall not be bound, to accept any Contribution Payment by a Member after 30 June and allow that Member to continue to participate in the Project subject to any conditions as the Lead Authority shall consider appropriate.
- 8.4 For the avoidance of doubt where in terms of this Clause a Member loses its entitlement to participate in the Project or any contract arranged by the Project that Member Authority remains liable to perform its obligations under this Minute of Agreement and in particular remains liable for payment of its Contribution Payment and any losses, costs, expenses or other outstanding payments due. The Lead Authority shall on its own behalf and on behalf of the Members individually have the power to recover any outstanding sums due to them from a defaulting Member

9. SERVICES TO THIRD PARTIES

- 9.1 The Steering Group and/or the Social Care Group may allow any person who is not a Member (as permitted under the Local Authorities (Goods and Services) Act 1970 or other relevant legislation) to utilise all or some of the services of the Project on such terms and conditions as are stipulated by the Steering Group or Social Care Group as the case may be and approved by the Joint Committee.

10. ADDITIONAL PARTIES

- 10.1 The Joint Committee may agree to allow any person or organisation to attend the Joint Committee in an advisory capacity where such attendance is considered appropriate. For the avoidance of doubt any such person or organisation will have no voting rights.

11. INDEMNITY AND INSURANCE

- 11.1 Where the Project Manager and his/her staff are acting on behalf of all or some of the Members those Members shall jointly indemnify the Lead Authority in proportion to their Contribution percentage against any liability for loss, damage or injury arising from the provision of said services.

- 11.2 Where the Project Manager and his/her staff are acting on behalf of a single Member that Member shall indemnify the Lead Authority against any liability for loss, damage or injury arising from the provision of said services. The sum due to the Lead Authority will be paid on demand where only one Member is involved.

12. TERMINATION

- 12.1 Members shall require to give at least six months prior written notice of their intention to withdraw from the Project such notice to expire no earlier than the start of the next Financial Year and be sent to the Clerk to the Joint Committee. Any such notice shall be acknowledged by the Clerk to the Joint Committee who will advise the Project Manager that such a Notice has been received. However the Joint Committee shall be entitled to allow a Member to cancel a notice of withdrawal at any time.
- 12.2 This Agreement will cease and the Joint Committee cease to exist in the event that the number of Full Members is less than five (5).
- 12.3 Where the Full Members resolve not to continue with the Joint Committee arrangement the Joint Committee shall ensure that a sufficient period of time is allowed for the Lead Authority to facilitate the orderly winding up of the Project. That will include the retention of sufficient seconded staff for the relevant period to enable the Project to be properly wound up.
- 12.4 In the event that South Lanarkshire Council resolve not to continue to be the Lead Authority or to participate in the Joint Committee the Full Members shall on demand pay to South Lanarkshire Council all costs, expenses and outgoings whatsoever reasonably incurred as a result of their ceasing to provide all or any of the support services detailed in Schedule Part 2. For the avoidance of doubt any outstanding contributions or other payments in respect of training previously provided shall be paid on demand.
- 12.6 A Statement certifying the amount due to South Lanarkshire Council in terms of Paragraph 12.3 and 12.4 above signed by the Accounting Officer shall, unless until the contrary be proven, be deemed correct and thus binding the Full Members.
- 12.7 The Accounting Officer shall keep full and accurate accounts and records throughout the currency of this Agreement or any replacement thereof relating to the matter shown in each Statement and shall preserve all such accounts and records for a period of not less than three years following the end of the Financial Year to which they relate. The Full Members shall be entitled on giving reasonable prior notice to the Accounting Officer to inspect such accounts and records and for this purpose the Accounting Officer shall produce to the Full Members all relevant information or vouchers as the Full Members may reasonably request.

13. VARIATION

These terms and conditions may only be varied by execution of a Minute of Variation signed by the Full Members

14. INFORMATION SHARING

Nothing in this Condition shall prevent a Member from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of intellectual property rights.

15. FREEDOM OF INFORMATION

- 15.1 Each Member acknowledges that the other Members are subject to the requirements of FOISA and the Environmental Information Regulations and each Member shall assist and cooperate with the other (at their own expense) to enable the other Member to comply with these Information disclosure obligations.
- 15.2 Where a Member receives a Request for Information in relation to information which it is holding on behalf of the other Members arising out of or relating to this Agreement or the matters referred to herein, it shall:
- (a) Transfer the Request for Information to the other Member as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - (b) Provide the other Member with a copy of all information in its possession or power in the form that the other Member requires within five Working Days (or such other period as the Member may specify) of the Member requesting that information; and
 - (c) Provide all necessary assistance as reasonably requested by the Member to enable the Member to respond to a Request for Information within the time for compliance set out in section 10 of FOISA.
- 15.3 Where a Member receives a Request for Information which relates to this Agreement, it shall inform the Clerk to the Joint Committee of the Request for Information as soon as practicable after receipt and in any event within three working days of receiving a Request for Information.
- 15.4 If any Member determines that information (including Confidential Information) should be disclosed pursuant to Clause 15.2 it shall notify the Clerk to the Joint Committee of that decision at least two working days before disclosure.
- 15.5 Members reserve the right to disclose information contained within this Minute of Agreement and any supporting correspondence, notes etc. held by them in compliance with a Request for Information (the decisions of the Members in relation to the interpretation of FOISA and the Environmental Information Regulations, including, but not limited to whether
- an exemption or exception applies; or
 - if an exemption/exception applies, whether the public interest in giving out the information outweighs the public interest in holding back the information
- shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms and the Member shall not treat this disclosure of the information as a breach of this Agreement.
- 15.6 Each Member acknowledges that another Member may decide, acting in accordance with the Scottish Ministers' Code of Practice on the Discharge of Functions of Public Authorities under the Freedom of Information (Scotland) Act 2002, FOISA or the Environmental Information Regulations to disclose information:-
- (a) without consulting with the other Members; or
 - (b) following consultation with the other Members and having taken its views into account.
- 15.7 Each Member acknowledges that any lists or schedules provided by its outlining Confidential Information, are of indicative value only and that another Member may nevertheless be obliged to disclose Confidential Information in accordance with Clause 15.6.

16. ASSIGNATION

No rights or obligations arising from this Minute of Agreement may be assigned by any of the Members except with the prior written consent of the Joint Committee.

17. LAW

This Agreement shall be construed in accordance with the Laws of Scotland and the subject to the exclusive jurisdiction of the Scottish Courts.

1. SCHEDULE PART 1 – LEAD AUTHORITY’S RESPONSIBILITIES

- 1.1 The Lead Authority shall provide all administrative services required by the Joint Committee including, but not restricted to:-
- Joint Committee Administration;
 - Finance and accounting;
 - Preparation of annual accounts and budgets;
 - Preparation for external audit;
 - Legal, indemnity and risk advice;
 - Procurement;
 - Project management;
 - Social Care development;
 - Billing and recharging (CMI, Learning Assistant, financial contributions); and
 - Steering Group and Social Care Group.
- 1.2 The Lead Authority will provide pay and personnel services for the Project Manager and any staff appointed/seconded to the Project.
- 1.3 The Lead Authority shall take out and maintain such insurance policies as it considers necessary in connection with its obligations under this Agreement.

SCHEDULE PART 2 – SUPPORT SERVICES

1. SUPPORT FOR THE JOINT COMMITTEE SERVICES

- 1.1 The Lead Authority shall supply to the Joint Committee such administrative and technical support as it may reasonably require to discharge its function.
- 1.2 The Clerk to the Joint Committee either alone or at the request of the Convener or Vice Convener of the Joint Committee or on the requisition of at least three of the whole number of Member Authorities shall have the power to call meetings of the Joint Committee.
- 1.3 The Clerk to the Joint Committee will have power to call upon the services of such other employees of the Lead Authority as are required to enable him or her to discharge his/her duties to the Joint Committee.
- 1.4 The Lead Authority shall make available to the Joint Committee such Committee rooms and Members accommodation as may be required to allow the Joint Committee to discharge its functions.
- 1.5 The Lead Authority shall agree a budget with the Joint Committee no later than 31 December for the forthcoming Financial Year. The agreed budget shall be apportioned between the Member Authorities in accordance with the Contribution Rate. Any additional services required by the Joint Committee not included in the budget shall after authorisation by the Joint Committee be invoiced to the Member Authorities in accordance with the Contribution Rate.

SCHEDULE PART 3 – GROUPS AND PROJECT MANAGER REMITS

1. ROLE AND RESPONSIBILITY OF THE STEERING GROUP.

The Steering Group is an officer group with one officer representative from each of the Full Members whose remit is:

- Attending the Joint Committee;
- Advising members of the Joint Committee on all aspects of the Project;
- Co-ordinating all actions in relation to the Project work plan;
- Representing individual Council's interests and views on the Group;
- Acting as advocates for the Project within respective Councils;
- Facilitating the work of the Group and its implications within each respective Council;
- Liaising with senior officers as required regarding maintaining commitment to the Project;
- Establishing relevant networks for each aspect of the Project;
- Representing the Joint Committee at meetings of interested parties;
- Taking appropriate decisions on methodologies and making recommendations as appropriate to the Joint Committee;
- Gathering and monitoring data on progress

2. ROLE AND RESPONSIBILITY OF THE SOCIAL CARE GROUP.

The Social Care Group is an officer group with one officer representative from each of the Full Members whose remit in relation to health and social care issues relating to the Project is:

- Attending the Joint Committee;
- Advising members of the Joint Committee on all aspects of the Project;
- Co-ordinating all actions in relation to the Project work plan;
- Representing individual Council's interests and views on the Group;
- Acting as advocates for the Project within respective Councils;
- Facilitating the work of the Group and its implications within each respective Council;
- Liaising with senior officers as required regarding maintaining commitment to the Project;
- Establishing relevant networks for each aspect of the Project;
- Representing the Joint Committee at meetings of interested parties;
- Taking appropriate decisions on methodologies and making recommendations as appropriate to the Joint Committee;
- Gathering and monitoring data on progress

3. ROLE AND RESPONSIBILITY OF THE PROJECT MANAGER

The role of the Project Manager is to:

- Plan, initiate and co-ordinate delivery, and to evaluate the Project in all its stages;
- Manage seconded staff involved in project management and implementation of specific aspects of the Projects;
- Schedule work plans;
- Evaluate resource requirements for delivery;
- Track risk, issues and change requirement logs and report accordingly;
- Report on progress;
- Co-ordinate tasks for implementation sub groups;
- Ensure business case for change is developed for each subject area;
- Provide information on outcomes and benefits accrued;
- Represent the Joint Committee at meetings of interested parties

SCHEDULE PART 4 – MEMBERSHIP BENEFITS and CONTRIBUTIONS

Category of Member	Membership Benefits and Responsibilities	Contribution Payment per number of employees (not FTE)
Full	Involved in taking strategic management and governance role in the Joint Committee and the Project together with access to all Clyde Valley procurements, initiatives, projects and delivery models.	Band 1 (0 – 4,999) - £5,000 Band 2 (5,000-9,999) - £7,000 Band 3 (10,000+) - £10,000
Participating	Has access to all Clyde Valley procurement initiatives, strategic programmes (e.g. PPB), participation in Clyde Valley Sub-Groups and access to all Clyde Valley delivery models (e.g. the Clyde Valley/REHIS Award). Not part of the Joint Committee.	Band 1 (0 – 4,999) - £3,000 Band 2 (5,000-9,999) - £4,000 Band 3 (10,000+) - £6,000
Procurement	Access to Clyde Valley procurement only. No entitlement to participate in management or governance.	Band 1 (0 – 4,999) - £1,250 Band 2 (5,000-9,999) - £1,500 Band 3 (10,000+) - £2,500

SCHEDULE PART 5 – CONFIDENTIAL INFORMATION

Description	FOISA exemption
Personal Data – information in relation to employees of Member Authorities necessary to be provided by one Member Authority to another.	Section 38 of FOISA

Report

6

Report to: **Clyde Valley Learning and Development Joint Committee**
 Date of Meeting: **10 December 2018**
 Report by: **Clerk to the Clyde Valley Learning and Development Joint Committee**

Subject: **Meeting Arrangements – 2019/2020**

1. Purpose of Report

1.1. The purpose of the report is to:-

- ♦ advise on the meeting arrangements for the Clyde Valley Learning and Development Joint Committee for 2019/2020

2. Recommendation(s)

2.1. The Joint Committee is asked to approve the following recommendation(s):-

- (1) that the arrangements made to hold future meetings of the Joint Committee at 2.00pm on the following dates be agreed:-

- ♦ Monday 10 June 2019
- ♦ Monday 9 September 2019
- ♦ Monday 9 December 2019

3. Background

3.1. At its meeting held on 30 November 2015, the Joint Committee agreed that its meetings should be held 3 times in a financial year.

3.2. It is therefore proposed that arrangements be made to hold 3 meetings of the Joint Committee for the period up to 31 March 2020 as follows:-

- ♦ Monday 10 June 2019 at 2.00pm within South Lanarkshire Council Offices, Almada Street, Hamilton
- ♦ Monday 9 September 2019 at 2.00pm by Conference Call
- ♦ Monday 9 December 2019 at 2.00pm within South Lanarkshire Council Offices, Almada Street, Hamilton

4. Employee Implications

4.1. There are no employee implications.

5. Financial Implications

5.1. There are no financial implications.

6. Other Implications

- 6.1. There are no implications for risk or sustainability in terms of the information contained within this report.

7. Equality Impact Assessment and Consultation Arrangements

- 7.1. This report does not introduce a new policy, function or strategy or recommend a change to an existing policy, function or strategy and therefore no impact assessment is required.
- 7.2. There is also no requirement to undertake any consultation in terms of the information contained in the report.

Paul Manning

Clerk to the Clyde Valley Learning and Development Joint Committee

20 November 2018

Previous References

- ◆ 4 December 2017

List of Background Papers

- ◆ None

Contact for Further Information

If you would like to inspect the background papers or want further information, please contact:-

Stuart McLeod, Administration Officer

Ext: 4815 (Tel: 01698 454815)

E-mail: stuart.mcleod@southlanarkshire.gov.uk

Report

7

Report to:	Clyde Valley Learning and Development Joint Committee
Date of Meeting:	10 December 2018
Report by:	Chair of Clyde Valley Learning and Development Project Implementation Steering Group

Subject:	Clyde Valley Learning and Development Project Update on Existing Projects
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1. Purpose of Report

1.1 The purpose of the report is to:-

- ◆ provide the Joint Committee with an update on the existing and ongoing programme of work developed and implemented through the Clyde Valley Learning and Development Project

2. Recommendation(s)

2.1 The Joint Committee is asked to approve the following recommendation(s):-

- (1) that it be noted that the programme of individual projects continues to successfully deliver benefits to the Members of the Clyde Valley Learning and Development Project.

3. Background

3.1 The Clyde Valley Learning and Development Project has an established programme of projects in place which are now part of day to day delivery of learning and development for many of the Clyde Valley members. These projects have been developed in phases over the period of the Project's existence and continue to add value to the Members.

3.2 The projects can be divided into three categories. Cyclical projects, for example limited term procurement projects (e.g. First Aid, Brightwave); projects meeting an ongoing strategic need (e.g. e-Learning, CMI, Learning Assistant); and one off pieces of development work (e.g. REHIS Joint Award).

3.3 Projects managed through the Social Care workstream are reported to the Joint Committee in a separate paper.

4. Programme Updates

4.1 Brightwave LMS contract

4.1.1 On 1 August 2018 the extension to the Clyde Valley contract with Brightwave Ltd was triggered for the optional three year period. In the lead up to this deadline there was considerable uncertainty about councils committing to this extension period, which would in turn affect the communal discount provided via the contract.

- 4.1.2 In the final analysis however some 17 organisations (16 councils and the SLA Improvement Service) chose to extend the Brightwave contract, for periods ranging from one to three years.
- 4.1.3 Taking on board the extension terms provided by Brightwave and the 32.5% group discount, the net contract terms improved rather than diminished despite three councils withdrawing from the contract.
- 4.1.4 Work is now underway to roll out a new and more modern interface for the Learning Management System (known as Tessello Go).
- 4.1.5 The system provided by Brightwave continues to perform extremely reliably with no reported unplanned downtime or systems failures on record during 2018. This reliability provides the consistency to allow the Group to develop the e-learning agenda with confidence.
- 4.2 Development of e-learning Content and Expertise**
- 4.2.1 The Clyde Valley e-Learning Group continues to be the primary vehicle for the development and delivery of digital learning for the wider Clyde Valley Group. The Group recently carried out an exercise to re-focus and develop the agenda for a future workplan.
- 4.2.2 The proposed agenda has been developed to add further value to all Member Councils through shared learning, collaborative problem solving and overall capacity building.
- 4.2.3 The subject areas and issues to be addressed in the agenda were defines as follows:-
- ◆ Support the transition of councils from the existing interface to Tessello Go
 - ◆ Encourage greater participation in the Group through use of different media, group meetings, short term work groups etc
 - ◆ Focus on understanding and addressing individual council and national priorities
 - ◆ Streamline the process of course sharing through use of the updated wiki document
 - ◆ Identify enhancements to LMS tools through the Brightwave programme of development sprints
 - ◆ Further develop relevant skills within the Group
 - ◆ Explore greater options for sharing content (beyond the existing Brightwave approach)
 - ◆ Become less reliant on purchasing third party content
 - ◆ Identify ways to improve access to e-learning for non-PC facing staff
 - ◆ Agree and streamline the process of decision-making when dealing with priorities
- 4.2.4 The added value that this agenda will bring is anticipated to be a critical driver to attract and maintain ongoing membership to the Clyde Valley Learning and Development Group.
- 4.3 Accredited Front Line Management Training (Chartered Management Institution - CMI)**
- 4.3.1 Although the Clyde Valley CMI accredited centre was established as far back as 2013, demand for accredited training in management and supervision fluctuates from year to year and from council to council. This is a function of local economic decisions set against policy, demand and cost.

- 4.3.2 During the past year the Clyde Valley centre continues to meet the externally verified quality assurance standards set down by CMI. The central costs of registration are shared amongst the six participating councils.
- 4.3.3 2018 has seen a drop in uptake across all the participating councils with some 55 candidates currently registered for qualifications. This position is constantly under review in each council, particularly in relation to developing new qualifications.
- 4.3.4 The current priority is to evaluate the options to deliver higher level qualifications (level five), which has been identified as a need by the centre members. Developing a capability to deliver these qualifications has the potential to lead to a rise in demand and outputs in the coming year.

4.4 Subscription to Learning Assistant

- 4.4.1 Learning Assistant is an online portfolio system for managing the delivery of vocational qualifications. The model provides paper free portfolio access and is delivered through a licensing charge. Usage of this product is directly related to the number of vocational qualifications offered in participating councils.
- 4.4.2 The projected demand for the Clyde Valley as a whole is some 300 licenses for the current financial year. Usage as at 31 October 2018, has seen 172 licences used, which is broadly on track for achieving the projected figures.

4.5 Elementary Food Hygiene Award (e-learning)

- 4.5.1 The Clyde Valley Group's Joint Award in partnership with Royal Environmental Health Institute Scotland (REHIS), has now been running for almost two years. During this period some 559 candidates have successfully completed the Award and received the Award certificates.
- 4.5.2 The Award is subject to re-approval by REHIS in December 2018. This process involves a new submission to REHIS from the Clyde Valley to identify potential improvements to the content or delivery, and noting the results of evaluation undertaken.
- 4.5.3 This process is now underway with a recommendation that the programme scope might be broadened to include other client groups (e.g. School and early-years staff). It is anticipated that this approach will significantly boost the uptake across the Clyde Valley councils.

4.6 First Aid Training

- 4.6.1 First Aid training was the first project to be established by the Clyde Valley Group, and continues to be delivered through the procurement of external provision of accredited First Aid training in standard courses (First Aid, First Aid Refresh, Emergency First Aid at Work and Appointed Person).
- 4.6.2 During the past year the following numbers of candidates have successfully completed First Aid training through this contract:-

◆ EFAW	975
◆ Appointed Person	245
◆ Three day FA	583
◆ Two day Refresher FA	633

- 4.6.3 The contract to deliver this training reaches the end of its term in August 2019. Actions are planned in the coming months to review the demand for First Aid training and if appropriate to let another contract through competitive tender.
- 5. Employee Implications**
- 5.1 There are no new implications for employees based on the delivery of the projects as stated above.
- 6. Financial Implications**
- 6.1 There are no additional financial implications in the delivery of the above programme of projects.
- 7. Other Implications**
- 7.1 The risks associated with the programme are mitigated by the existing governance arrangements.
- 7.2 There are no implications for sustainability in terms of the information contained in this report.
- 8. Equality Impact Assessment and Consultation Arrangements**
- 8.1 This report does not introduce a new policy, function or strategy or recommend a change to existing policy, function or strategy and therefore no impact assessment is required.

Gill Bhatti
Chair

Clyde Valley Learning and Development Project Implementation Steering Group

11 November 2018

Previous References

- ◆ 11 June 2018 – Contract Extension for e-Learning Service
- ◆ 11 June 2018 – Update on e-learning Sub-group Developments
- ◆ 28 August 2017 – Accredited e-Learning – Food Hygiene
- ◆ 9 December 2013 – Provision of First aid Training

List of Background Papers

- ◆ Clyde Valley EGF Training Bid
- ◆ NBSS Clyde Valley Consortium Submission November 2006
- ◆ NBSS Clyde Valley Consortium – Secondary Paper December 2006

Contact for Further Information

If you would like to inspect the background papers or want further information, please contact:-

Gill Bhatti, Chair, Clyde Valley Learning and Development Project Implementation Steering Group

Ext: 5604 (Tel: 01698 455604)

E-mail: gill.bhatti@southlanarkshire.gov.uk

Report

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Report to:	Clyde Valley Learning and Development Joint Committee
Date of Meeting:	10 December 2018
Report by:	Chair of Clyde Valley Learning and Development Project Implementation Steering Group

Subject:	Clyde Valley Learning and Development Project – Update on Social Care Group Projects
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1. Purpose of Report

1.1. The purpose of the report is to:-

- ◆ update the Joint Committee on activities undertaken to maintain and develop the Promoting Positive Behaviour (PPB) programme across the Clyde Valley
- ◆ inform the Joint Committee of the forward work plan proposed for the Social Care Group for the coming year

2. Recommendation(s)

2.1. The Joint Committee is asked to approve the following recommendation(s):-

- (1) that the activities undertaken to support the quality assurance, evaluation, development and governance of the PPB programme be noted; and
- (2) that the forward work plan for the Social Care Group be noted.

3. Background

- 3.1. The work of the Social Care Group continues to contribute greatly to the achievement of the Clyde Valley Group's Learning and Development objectives.
- 3.2. At the Joint Committee meeting on 11 June 2018 it was approved that the Social Care Group should be accorded equal status to the Implementation Steering Group in matters relating to the Health and Social Care Agenda. This is also a reflection of the resourcing implications to deliver and expand the uptake of the PPB programme which has been the focal point of development and good practice since its inception.
- 3.3. The PPB programme is now well established and subject to ongoing review for improvement and quality assurance purposes.
- 3.4. In addition to the work carried out on PPB, the Social Care Group has also developed an outline forward work plan for the coming year.

4. Developments in PPB

4.1. Quality Assurance

Although only part of the programme's content, the physical interventions carry the highest degree of risk. It is therefore essential that this risk is managed on an ongoing basis.

- 4.2. An initial risk assessment of the physical interventions was carried out by Robert Gordon University (RGU) in the summer of 2013 before the launch of the programme, however as the programme is now embedded in practice within all eight Full Member Councils, it was appropriate to revisit this process again engaging independent expertise to do so.
- 4.3. A more detailed risk assessment was carried out by RGU in late June of this year. The resultant feedback report indicated no new risks to trainers, practitioners and service users.
- 4.4. It has been agreed by the Social Care Group that this process should be carried out on a bi-annual basis from now on to maintain the currency of the analysis and quality assurance. This has also been approved by the PPB Strategic Governance Group.
- 4.5. **Progress with Programme Evaluation**
An initial meeting has taken place between members of the Social Care Group, Learning Network West and 3rd Horizons (evaluation consultants) to explore the scope of evaluation of the impact of PPB training on social care practice.
- 4.6. Whilst this has been useful in identifying a range of evaluation opportunities, these carry significant costs which fall outside the limit of the available resource. There is some potential to explore a reduced evaluation exercise by limiting the extent of the work requested.
- 4.7. Although this could be useful, it would impact on a range of activities including the size of the sample of staff asked to contribute, the number of partner authorities participating in the evaluation and therefore, may bring into question the validity of the findings across the Clyde Valley.
- 4.8. An alternative evaluation approach has been mooted via the Social Care Group that involves a case-study approach where collating and reviewing examples of PPB intervention in practice could be used as the basis of analysis. These could be considered alongside historical examples using previous behaviour management models. The aspiration with this model would be that evidence is found that reflects (positive) differences in approach and practice.
- 4.9. Service user involvement in the evaluation of PPB has, in principle, been discounted by the Social Care Group. This is partly due to the nature of PPB and its approach alongside the dilemma of finding service users who have experience of both PPB and a predecessor model; and can offer a qualitative assessment/opinion regarding how their behaviour was responded to by staff.
- 4.10. The task of defining the scope of the evaluation demands a degree of compromise when comparing the scope of the analysis against the available budget.
- 4.11. **Continuous Professional Development (CPD) (trainers and practitioners)**
The third annual PPB CPD event took place at Glasgow City Halls on 13 June 2018. The event was run by members of the Social Care Group and participants were welcomed and addressed by the Chair of the PPB Strategic Governance Group.
- 4.12. Around 60 practitioners and trainers from all eight participating councils attended the event which involved a mixture of presentations, workshops, problem solving exercises and sharing best practice.

- 4.13. Feedback from the event was universally positive indicating that this type of event provides both a development opportunity for participants and also valuable evaluation feedback for the programme.
- 4.14. It has been provisionally agreed that the next CPD event will take place in June 2019.
- 4.15. **Strategic and Local Governance**
The six monthly meetings of the Strategic Governance Group is now well established and is attended by all eight participating authorities. Central to the agenda is the requirement that each council provides minutes from the local governance groups managing the programme locally.
- 4.16. It is clear from the content of the minutes, delivered and discussed at the meeting that a robust structure is now in place across the Clyde Valley.
- 4.17. It will be essential to maintain these governance structures, particularly to expand existing capacity and expertise to meet current and future demand for the programme.
- 5. Social Care Group Forward Work Plan**
- 5.1. Following a consultation exercise with members of the Social Care Group in September 2018 and subsequent consensus meetings of the Group, the following subjects and development areas were identified as potential priorities for the Group:-
- ◆ Training to meet the requirements of the British Sign Language Act National Plan;
 - ◆ Cross organisational mentoring (how to make it meaningful for Social Work staff);
 - ◆ Leadership and Management in a Social Work context;
 - ◆ Supervision – Difficult conversations, Reactive decisions – reflective thinking;
 - ◆ Critical reflection;
 - ◆ Care Standards for graduates;
 - ◆ Basic generic e-learning module on Race/Equality from a Social Work perspective;
 - ◆ Residential and Day Care Services – How to set standards for looked after children of all ages;
 - ◆ Scope out possible tender for Moving and Assisting training.
- 6. Employee Implications**
- 6.1. The ongoing commitment and involvement of representatives of the Clyde Valley Councils is central to the delivery of the proposed work plan and the completion of the PPB evaluation process.
- 7. Financial Implications**
- 7.1. The limited funds available to the Clyde Valley Learning and Development Group will limit the extent to which external support can be commissioned to complete the evaluation exercise. The scope of the task will be determined appropriately in order to stay within the available budget of £4,500.
- 8. Other Implications**
- 8.1. The risks associated with the delivery and application of the PPB programme are mitigated by the quality assurance measures outlined at paragraphs 4.1 to 4.4 and the governance arrangements outlined at paragraphs 4.15 to 4.17 of the report.
- 8.2. There are no implications for sustainability in terms of the information contained in this report.

9. Equality Impact Assessment and Consultation Arrangements

- 9.1. This report does not introduce a new policy, function or strategy or recommend a change to an existing policy, function or strategy and therefore no impact assessment is required.
- 9.2. All eight Clyde Valley Member Councils were consulted on the forward work plan and also to contribute to the governance and delivery of PPB.

Gill Bhatti

Chair, Clyde Valley Learning and Development Project Implementation Steering Group

12 November 2018

Previous References

- ◆ 11 June 2018 - Update on the Future and Funding of the Clyde Valley Learning and Development Project for 2018/1019
- ◆ 4 December 2017 - Evaluation and Validation of Promoting Positive Behaviour Programme

List of Background Papers

- ◆ Clyde Valley Learning and Development Joint Committee Minute of Agreement

Contact for Further Information

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