

Number: **WGT5913**



Llywodraeth Cymru
Welsh Government

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Welsh Government

Consultation Document

The review of the Minority Ethnic Achievement Grant

Date of issue: **1 August 2012**

Action required: Responses by **31 October 2012**

The review of the Minority Ethnic Achievement Grant

- Overview** This consultation exercise invites comment on proposed changes to the Welsh Government's Minority Ethnic Achievement Grant (MEAG) following a full review.
- How to respond** Response forms should be e-mailed/posted to the address below by **31 October 2012**.
- Further information and related documents** Large print, Braille and alternate language versions of this document are available on request.
The consultation documents can be accessed from the Welsh Government's website at www.wales.gov.uk/consultations
- Contact details** Theresa Davies
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Department for Education and Skills
Welsh Government
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Cardiff
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Tel: 029 2082 1658

Data protection

How the views and information you give us will be used

Any response you send us will be seen in full by Welsh Government staff dealing with the issues which this consultation is about. It may also be seen by other Welsh Government staff to help them plan future consultations.

The Welsh Government intends to publish a summary of the responses to this document. We may also publish responses in full. Normally, the name and address (or part of the address) of the person or organisation who sent the response are published with the response. This helps to show that the consultation was carried out properly. If you do not want your name or address published, please tell us this in writing when you send your response. We will then blank them out.

Names or addresses we blank out might still get published later, though we do not think this would happen very often. The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 allow the public to ask to see information held by many public bodies, including the Welsh Government. This includes information which has not been published. However, the law also allows us to withhold information in some circumstances. If anyone asks to see information we have withheld, we will have to decide whether to release it or not. If someone has asked for their name and address not to be published, that is an important fact we would take into account. However, there might sometimes be important reasons why we would have to reveal someone's name and address, even though they have asked for them not to be published. We would get in touch with the person and ask their views before we finally decided to reveal the information.

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Foreword

The Welsh Government wants to ensure that the Minority Ethnic Achievement Grant (MEAG) reaches all the children who stand in need of the specialist support it provides and results in the best possible learner outcomes for them. It is vital that this funding is used to best effect and results in tangible support which is of direct benefit to pupils from minority ethnic backgrounds. This is particularly important when we remember that this is a growth area in Welsh education with numbers of eligible children rising every year resulting in pressure on the grant. The efficacy of the grant must also be seen in the context of the priority given to raising standards of literacy in schools. The management and distribution of the grant has been reviewed with the aim of ensuring that it is focused in such a way as to maximise its impact on learner outcomes and achievement. This consultation affords an opportunity for comment on the proposed changes and to offer constructive ideas on how the arrangements for the grant can be further improved.

Background

In March 2007, the Asylum Seeker Grant was merged with the Ethnic Minority Achievement Grant to form a new Minority Ethnic Achievement Grant (MEAG). The grant has been in operation since 2007–08. Since August 2010 it has also been used as match funding for a European Convergence-funded grant, which has drawn down additional funding in 9 local authorities in Wales.

The aim of the MEAG is to raise the achievement of eligible children and young people from minority ethnic backgrounds in Wales including asylum seekers; refugees; the children of migrant workers; and European Roma children. The grant reimburses local authorities for expenditure on educational services in support of children and young people from minority ethnic backgrounds who are learning English or Welsh as an additional language. The grant also reimburses local authorities for expenditure on educational services to improve standards of achievement for children from minority ethnic groups that are underachieving, or at risk of underachieving. The grant is available for pupils up to age 19; all 22 local authorities benefit from the grant and use it to fund Ethnic Minority Achievement Services (EMASs).

As minority ethnic achievement funding had been running for several years, a decision was taken to review the MEAG, in line with standard grant management procedure. The Welsh Assembly commissioned external consultants, CRG Research Limited, to undertake a review of the effectiveness and impact of the MEAG to date; to review data and data collection methods and to make recommendations for the future allocation and distribution of the funding.

CRG's review report was published in January 2011 and can be accessed at

www.wales.gov.uk/topics/educationandskills/publications/researchandevaluation/evaluation/reviewethnicgrant/?lang=en

A Steering Group, made up of representatives of stakeholder groups and Welsh Government officials was convened to consider the report's findings, and their recommendations were worked into the arrangements for the operation of MEAG in 2012–13, by way of a trial. Now the changes are being practically implemented, we want to assess their impact, and one of the ways we want to do this is through consultation.

The recommendations relating to the key aspects of the review are listed along with some background information. The consultation response form that completes this document asks for your views of these recommendations and invites comment.

Key aspects of the review

Eligibility

Recommendation – that the definition of ‘eligible person’ in the terms and conditions of grant be changed to allow greater latitude but that the ambit of the grant should not be extended to cover students in further education institutions.

The Steering Group recommended that the definition be redrafted. The sentence in bold shows the change that we are trialling this year.

“Eligible Person” means a child or young person from a minority ethnic background, who is learning English or Welsh as an additional language and/or is underachieving or identified as being at risk of underachieving.

An Eligible Person excludes Gypsy/Gypsy Roma or Traveller or Irish Traveller pupils but includes Gypsy/Gypsy Roma from countries other than the UK and Eire. An Eligible Person includes children of asylum seekers and unaccompanied asylum seeking children and young people. **All Eligible Persons must be in receipt of educational services paid for by you.** An Eligible Person must be a pupil from nursery stage up to and including Year 13 pupils with a maximum age of 19.’

The previous terms and conditions of grant specified that ‘An eligible person must be registered at a school maintained by the Grantee’. The Steering Group’s recommendation that the eligibility criteria be changed to include all persons in receipt of educational services paid for by the local authority was a deliberate attempt to allow more latitude in terms of using MEAG to fund innovative support packages for some learner groups, those on the 14 to 19 Learning Pathways programme, for example, which are not limited to attendance at school.

Consideration was given to extending the MEAG so that it might support learners aged from 16 to 19 years who are registered at further education (FE) institutions and who still have English as an Additional Language (EAL) needs. The group decided to recommend against this on the basis that it should be for the FE provider to make language acquisition support available and that this is usually done through English for Speakers of Other Languages (ESOL) programmes; that FE institutions have separate funding sources and that there is no precedent for EMASs to deliver EAL within the FE sector and, therefore, no best practice or protocols to draw on.

Delegation of grant to the level of the school

Recommendation – delegation of MEAG to the level of the school should only be permitted when the local authority has made a successful business case to the Welsh Government allowing it to do so.

Whilst the grant may be delegated to the level of the school, and is in a small number of authorities, it was decided that the terms and conditions of grant must stipulate that this must only occur when a detailed business case for such delegation has been approved by the Welsh Government. The business case must, above all,

demonstrate that delegation will result in added benefit to learners, rather than being a matter of convenience for the delegating authority. The Steering Group recognised a range of concerns about delegating to the level of the school including: the weakening of the audit trail along with uncertainty that the funding is being used for the intended purpose and the absence, or loss, of the support of a specialist central EMAS team. However, the Group also recognised that certain rural authorities' grant awards were so modest that to operate a central EMAS was unrealistic and that delegation was the only option.

Changes to the MEAG funding formula weightings

Recommendation – that the funding formula weightings be changed to favour those pupils most likely to receive maximum benefit from EMAS support, it is recommended that the weighting for asylum seeker children be reduced from 1.5 to 0.5 more than the other weightings.

Grant awards are determined by the application of a funding formula to pupil details supplied by the local authorities. The weightings within the formula aim to ensure that the funding is allocated according to the greatest need. In the past, asylum seeker children have always attracted the highest weighting at 1.5 in addition to the other weightings to reflect the additional cost in supporting them, but it was proposed that this be reduced to 0.5 in addition to the other weightings. The Steering Group took the view that these learners are eligible for support from a number of other sources, for example, the school counselling service. They also took account of the fact that the costs of providing free school meals and school transport for asylum seeker pupils should fall to other local authority grant regimes and not to the MEAG. Under this proposal asylum seeker children will still attract the highest weightings.

Pupils who have EAL are assessed for fluency in English against a five stage model, where A is 'new to English' and E is 'Fluent'. The funding formula applies weightings to eligible pupils based on their stage of EAL and age. The Steering Group considered the weightings used in 2011–12 and recommended certain changes which will see the funding being focussed on those learners who stand the best chance of improved attainment and which recognise how important support is for children pre and post transition to secondary education. Thus, minor changes were suggested relating to the weightings for pupils in Years 10, 11, 12 and 13 for all EAL levels. Certain weightings were altered to reflect where EMASs normally concentrate their provision. This results in changes to the Foundation Phase weightings and for some children who are fluent. A grid showing the proposed changes to the weightings is at Annex A.

This consultation document deliberately focuses on certain key issues about which we need to establish consensus and support. You are, however, invited to comment on any aspect of the grant regime, including the terms and conditions of grant, revised for 2012–13, which are at Annex B.

Annex A: MEAG weightings

Weights used in the MEAG formula Asylum seeker children

Key Stage	Year Group	A	A	B	B	C	C	D	D	E	E
Foundation	N1 (nursery)	2.25	1.5	2	1.5	2	1.5	1.5	1.25	1.25	0.5
	N2 (nursery)	2.25	1.5	2	1.5	2	1.5	1.5	1.25	1.25	0.5
	Reception	2.25	1.5	2	1.5	2	1.5	1.5	1.25	1.25	0.5
Key Stage 1	Year 1	3	2.5	2.5	2	2.5	2	2	1.5	1.5	0.75
	Year 2	3	2.5	2.5	2	2.5	2	2	1.5	1.5	0.75
Key Stage 2	Year 3	3.75	3	3	2.5	2.5	2	2.5	1.5	1.5	1
	Year 4	3.75	3	3	2.5	2.5	2	2.5	1.5	1.5	1
	Year 5	3.75	3.5	3	2.5	2.5	2	2.5	1.5	1.5	1
	Year 6	3.75	3.5	3	2.5	2.5	2	2.5	1.5	1.5	1
Key Stage 3	Year 7	4.5	4	3.5	3.5	3	3	2.5	1.5	1.5	1
	Year 8	4.5	4	3.5	3.5	3	3	2.5	1.5	1.5	1
	Year 9	4.5	4	3.5	3.5	3	3	2.5	1.5	1.5	1
Key Stage 4	Year 10	5.25	4	4	4	3.5	3.5	3	1.5	1.5	1.5
	Year 11	5.25	4	4	4	3.5	3.5	3	1.5	1.5	1.5
Beyond Key Stage 4	Year 12	6	4	4.5	4.5	4	3	3.5	2	2	1
	Year 13+	6	4	4.5	4.5	4	3	3.5	2	2	1

Other ethnic minority children

Key Stage	Year Group	A	A	B	B	C	C	D	D	E	E
Foundation	N1 (nursery)	1.5	1	1	1	1	1	0.5	0	0.25	0
	N2 (nursery)	1.5	1	1	1	1	1	0.5	0	0.25	0
	Reception	1.5	1	1	1	1	1	0.5	0	0.25	0
Key Stage 1	Year 1	2	2	1.5	1.5	1.5	1.5	1	1	0.5	0.25
	Year 2	2	2	1.5	1.5	1.5	1.5	1	1	0.5	0.25
Key Stage 2	Year 3	2.5	2.5	2	2	1.5	1.5	1.5	1.5	0.5	0.5
	Year 4	2.5	2.5	2	2	1.5	1.5	1.5	1.5	0.5	0.5
	Year 5	2.5	3	2	2	1.5	1.5	1.5	1.5	0.5	0.5
	Year 6	2.5	3	2	2	1.5	1.5	1.5	1.5	0.5	0.5
Key Stage 3	Year 7	3	3.5	2.5	3	2	2.5	1.5	2	0.5	0.5
	Year 8	3	3.5	2.5	3	2	2.5	1.5	2	0.5	0.5
	Year 9	3	3.5	2.5	3	2	2.5	1.5	2	0.5	0.5
Key Stage 4	Year 10	3.5	3.5	3	3.5	2.5	3	2	2.5	0.5	1
	Year 11	3.5	3.5	3	3.5	2.5	3	2	2.5	0.5	1
Beyond Key Stage 4	Year 12	4	3	3.5	3	3	2.5	2.5	2	1	0.5
	Year 13+	4	3	3.5	3	3	2.5	2.5	2	1	0.5

	Existing weightings
	Proposed weightings

Annex B: Award of Funding in relation to the Minority Ethnic Achievement Grant – terms and conditions of Grant



Llywodraeth Cymru
Welsh Government

[Name of Recipient]
[Address 1]
[Address 2]
[Address 3]
[Post Code]

hereinafter referred to as “you” and “your”.

[Date]

FAO: [*contact name*]

Dear Sirs

Award of Funding in relation to the Minority Ethnic Achievement Grant Scheme (“the Scheme”)

1. Award of Funding

We are pleased to inform you that your Application has been successful and funding of up to £[] ,000 (*[] thousand pounds*) (“the Funding”) is awarded to you under the Scheme for the Purposes (as defined in Condition 4(a)).

The Funding relates to the period 1 April 2012 to 31 March 2013 (“the Period”) and must be claimed in full by the first working day of March 2013 otherwise any unclaimed part of the Funding will cease to be available to you.

Any variation from the Purposes will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.

2. Statutory Authority and State Aid

This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Education and Skills, one of the Welsh Ministers, acting pursuant to section 14 of the Education Act 2002 (“the Act”) and sections 70 and 71(1) of the Government of Wales Act 2006..

You must comply with the European Commission’s State Aid Rules.

3. Interpreting these Conditions

Any reference in these Conditions to:

- (a) 'we', 'us', 'our' is to the Welsh Ministers;
- (b) 'Application' is to your application dated [];
- (c) 'Welsh Government Official' is to

Head of Branch
Support for Learners Division 4
Department for Education and Skills
Welsh Government
Cathays Park
Cardiff
CF10 3NQ

Tel: 029 20826074

Email: Christine.Grimshaw@wales.gsi.gov.uk

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

- (d) 'Project Manager' is to
name and address
Tel:
Email:
- (e) 'Conditions' is to the terms and conditions set out in this letter;
- (f) 'Schedule' is to the schedules attached to this letter;
- (g) 'State Aid Rules' is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation such as frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109;
- (h) any legislation will include all amendments to and substitutions and re-enactments of that legislation in force from time to time;
- (i) "Eligible Expenditure" is defined in Schedule 1;
- (j) "Eligible Person" means a child or young person from a minority ethnic background, who is learning English or Welsh as an additional language and/or is underachieving or identified as being at risk of underachieving;

An Eligible Person excludes Gypsy/Gypsy Roma or Traveller or Irish Traveller pupils but includes Gypsy/Gypsy Roma from countries other than the UK and Eire. An Eligible Person includes children of asylum seekers and unaccompanied asylum seeking children and young people.

All Eligible Persons must be in receipt of educational services paid for by you. An Eligible Person must be a pupil from nursery stage up to and including Year 13 pupils with a maximum age of 19.

- (k) "Asylum Seeker" means an unaccompanied child or young person who has made a claim for asylum that has been recorded by the Secretary of State but has not been determined, or a child or young person dependant on an adult Asylum Seeker;
- (l) "Educational Services" has the meaning prescribed by section 14(3) of the Act and includes, but is not limited to, administrative, advisory, organisational, training or information services related to education;
- (m) "Section 151 Officer" means such officer appointed by your Authority to act as its Chief Financial Officer under section 151 of the Local Government Act 1972;
- (n) "School Uniform Grant Scheme" is a separate grant scheme operated by the Welsh Government. Grant funding under that scheme is available to pupils entering Year 7 of maintained secondary schools in Wales in the 2012-13 school year and who are eligible for free school meals. Grant funding under that scheme is also available to pupils in special schools, special needs resource bases or pupil referral units in Wales who are aged 11 at the start of the 2012-13 school year and who are eligible for free school meals;
- (o) 'Welsh as an additional language' is used to refer to the situation whereby a pupil has a first language which is neither Welsh nor English but is pursuing a Welsh medium education and thus requires support in order to access the whole curriculum through the medium of Welsh.

4. What you must use the Funding for

- (a) The Funding must be used solely for the purposes set out in Schedule 1 to this letter (the "Purposes"). No other use is permitted unless agreed by the Welsh Government Official in writing in advance of such use.
- (b) You must achieve the targets and outcomes set out in Schedule 2 to this letter (the "Targets").

5. Funding Pre-Conditions

The Funding will not be made available to you until you have complied with all the following pre-conditions and, where appropriate, delivered to us all documentation referred to below in form and substance satisfactory to us:

- (a) a copy of this letter duly signed by you by way of acceptance of the award of Funding and the Conditions;

- (b) a copy of your report outlining the planned uses of the Funding which has been considered and approved by us;
- (c) a business case for delegating, to schools within your area, all or part of the Funding, including detail of your proposed management of staff, such business case to be approved by us.

In addition to the pre-conditions above, you must also satisfy the instalment specific pre-conditions and submit claims in accordance with Condition 6 and Schedule 3.

6. How to claim the Funding

- (a) Once you have satisfied Condition 5, the Funding will be paid to you in arrears based on expenditure on costs incurred and defrayed by you in the delivery of the Purposes as detailed in the payment profile set out in Schedule 3.
- (b) Each invoice must follow our current claim pro-forma. We may issue a revised claim pro-forma from time to time and each claim must be submitted on the pro-forma that is in use at the time of your claim.
- (c) You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (d) You must submit your claims for payment of Funding to the Welsh Government Official.
- (e) You must attach the following information and documentation (which must be in form and substance satisfactory to us):
 - i. an interim report on progress made in respect of the Targets in the form prescribed for the claim for April to September.
 - ii. A more detailed end of year report confirming how the Funding was spent and describing the Targets achieved must be submitted in the form prescribed by the last working day of May following the financial year for the second claim.
- (f) We will aim to pay all valid claims as soon as possible and typically within 28 days.
- (g) We are under no obligation to pay any claims for payment which are not in accordance with the Conditions even if this results in the maximum amount of Funding not being paid to you.

7. Your general obligations to us

You must:

- (a) use the Funding only in relation to the Purposes;

- (b) safeguard the Funding against fraud generally and, in particular, fraud on the part of your management, employees and/or suppliers and you shall notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur;
- (c) not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); or (7) any kind of illegal activities;
- (d) comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law;
- (e) put in place and maintain adequate public liability and employers liability insurance with a reputable insurance company to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to submit for inspection any relevant documents relating to this insurance;
- (f) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions.

8. Representations and Warranties

You represent and warrant that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;
- (c) full disclosure has been made to us before the date of this letter of all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (d) the Targets are realistic and achievable.

9. Notification Events and their consequences

- (a) The following events shall be “Notification Events” and each a “Notification Event”:
 - (i) repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
 - (ii) you fail to comply with any of the Conditions;
 - (iii) you fail to achieve any or all of the Targets;
 - (iv) we have made an overpayment of Funding to you;
 - (v) any representation or warranty made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
 - (vi) any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.
- (b) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (c) We will seek to discuss the Notification Event with you and to agree a course of action to be taken to address the Notification Event and in doing so we will consider both the seriousness of the Notification Event and whether or not it can be remedied.
- (d) We shall be entitled to take any of the actions listed in Condition 9(e) if:
 - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you, or
 - (ii) we notify you that the Notification Event is not capable of remedy, or
 - (iii) a course of action is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action), or
 - (iv) the course of action fails to remedy the Notification Event to our satisfaction.
- (e) If any of the circumstances set out in Condition 9(d) occurs we may by notice to you:
 - (i) withdraw the award of Funding; and/or

- (ii) require you to repay all or part of the Funding immediately; and/or
 - (iii) suspend or cease all further payment of Funding; and/or
 - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
 - (v) exercise any other rights against you which we may have in respect of the Funding.
- (f) Please note that all repayments of Funding shall bear interest at a rate of 1.5% above the Bank of England base rate or at such other rate as may be required by the State Aid Rules.

10. Monitoring Requirements

You must:

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

11. Audit Requirements

(a) You must:

- (i) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
- (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;
- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them.

- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

12. Third Party Obligations

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

13. Intellectual Property Rights and Publicity

- (a) Nothing in these Conditions shall transfer to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support on all publicity, press releases and marketing material produced in relation to the Purposes. Such acknowledgement must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must provide the Welsh Government Official with a copy of all material listed in Condition 13(b) for our approval before any such material is published and you may not publish such material without our prior written approval.
- (d) You agree that for the duration of the Period and for 5 years thereafter we are entitled to include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

14. Access to Information

- (a) You acknowledge that we are subject to the requirements of the Code of Practice on Public Access to Information published by the Welsh Government (the "Code"), the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the Data Protection Act 1998 (the "DPA").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:

- (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - (ii) any information is exempt from disclosure under the Code, the FOIA or the EIR.
- (c) You must comply with your obligations under the DPA in respect of any personal data held in relation to the Purposes.

15. Procurement

You must competitively and sustainably procure all third party goods and services required for the Purposes to demonstrate that you have achieved best value in the use of public funds.

16. Fees

Any legal fees or costs of whatever nature incurred by you in connection with this letter shall be borne solely by you.

17. Notices

- (a) All notices given under these Conditions must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

“Notice in relation to the Minority Ethnic Achievement Grant Scheme”.

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

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

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

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

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

By hand: upon delivery to the address or the next working day if after 4pm.

By email attachment: upon transmission or the next working day if after 4pm.

18. Equal Opportunities

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

19. Welsh Language

You must meet the linguistic needs of the community or clientele for whom the Purposes are undertaken in line with any published guidance from the Welsh Language Board.

20. Sustainability

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment.

21. Welsh Ministers' Functions

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

22. General

- (a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under these Conditions shall operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation of these Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.
- (e) Conditions 7, 9(a)(i), 11, 13, 14, and 22(e) and such other Conditions which by implication need to endure beyond the end of the Period shall so endure.

- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of these Conditions.
- (g) These Conditions shall be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

23. How to accept this offer of Funding

If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

Please return the copy of this letter to us duly signed to signify your acceptance of the award of Funding and these Conditions within 14 days of the date below after which time the offer of Funding shall automatically lapse. We require your signature as the Director of Education or, if that is not possible, that of your Deputy or the Chief Finance Officer.

Yours faithfully,

Signed by _____ Date.....

under authority of the Minister for Education and Skills, one of the Welsh Ministers.

Schedule 1

The Purposes

1. Overall Policy Objective

The Funding is to be used solely in connection with the Scheme and is to be used by you to raise the educational achievement of eligible children and young people from minority ethnic backgrounds in Wales.

2. Purpose of the Funding

The purpose of the Funding is to reimburse you for Eligible Expenditure incurred by you in respect of the provision of education and related Educational Services for all Eligible Persons aimed, in particular, at measures to:

- support children and young people from minority ethnic backgrounds who are learning English or Welsh as an additional language;
- improve standards of achievement for pupils from minority backgrounds who are under achieving or who are at risk of under achieving due to factors other than English or Welsh language acquisition

3. Expenditure Eligible under the Scheme

(a) The Funding is payable only in respect of expenditure falling within paragraph (b) below, unless we decide that it is payable in respect of such other further eligible expenditure as we may from time to time determine.

(b) Payments under the Scheme will only be made in respect of expenditure incurred by you in providing educational and related services to Eligible Persons. The Funding will support the following items of Eligible Expenditure:

- Gross salaries, employers' national insurance and employers' superannuation contributions of employing specialist teachers and teaching assistants whose role is to meet the distinctive needs of eligible children and young people.
- Costs of appropriate provision to support and improve standards of achievement for Eligible Persons identified as underachieving or as being at risk of underachieving.
- Costs of appropriate teaching materials required to meet the distinctive needs of eligible children and young people. Teaching materials may cover items such as text books, dictionaries or computer software, but cannot be used to purchase items such as computer hardware, equipment or other items which form part of the normal infrastructure of the educational setting.

- Professional development costs for specialist teachers and teaching assistants (including materials) to enable both specialist grant-funded and other education staff to provide for the distinctive needs of eligible children and young people and strategies to raise their achievement, linguistic diversity and strategies to raise minority ethnic pupil achievement. You should encourage staff to work towards relevant professional qualifications.
 - Costs of providing school uniform for eligible Asylum Seeker children or young people, if one is needed by the child or young person, where such uniform is required by the educational setting that s/he attends.
- (c) Any delegation by you of any part of the Funding to any schools within your area is subject to scrutiny and approval by Welsh Government on submission of a business case. Proposed changes to previously agreed arrangements will be subject to our prior approval. Failure to seek approval may result in the entire expenditure being deemed ineligible.

4. Expenditure Ineligible under the Scheme

- (a) The Funding should not be used to reduce class sizes, even where most of the pupils in an educational setting have English or Welsh as an additional language or are from a minority ethnic background.
- (b) Costs of school uniform for asylum seeker children and young people in Year 7 who are ineligible as they are entitled to School uniform assistance under the School Uniform Grant scheme operated by the Welsh Government.

Schedule 2

Targets

The Funding aims to raise the achievement of Eligible Persons. It is focussed on those learners who stand the best chance of improved attainment and recognises the importance of support for children pre and post transition to secondary education.

You will be required to report against two important bench marks in your end of year reports on your use of the Funding; these are:

- The number of minority ethnic children supported through the Scheme by you who are achieving expected levels of Core Subject Indicators at Key Stage 3 in the academic year 2011-12;
- The number of minority ethnic pupils supported through the Scheme by you achieving 5 GCSE A*-C passes (or equivalent) in the academic year 2011-12.

You will also report on the number of school staff in your area who are trained to assess pupils using the 5 Stage Model of English language acquisition.

Schedule

Payment Profile

1. Period of award

- (a) This Funding relates to expenditure incurred by you during the Period. The award of the Funding does not imply that any similar or further funding shall be payable in respect of any further period.
- (b) You shall not apply the Funding in respect of expenditure incurred in a financial year other than 2012-13 without the express approval of the Welsh Government.
- (c) We reserve the right to terminate the Scheme at any time upon written notice to those in receipt of Funding, whereupon any part of the Funding that remains unclaimed shall cease to be payable by us to you under the Scheme.

2. Calculation of Funding award

- (a) Funding allocations are calculated by reference to a funding formula determined by us.
- (b) We reserve the right to vary the means of calculating the award.
- (c) We will serve you with prior written notice of any intention to vary the means of calculating the award.

3. Claim for Funding

- (a) You must apply for Funding covering the following periods:-
 - (i) 1st April 2012 – 30th September 2012;
 - (ii) 1st October 2012 – 31st March 2013.
- (b) Each half-yearly instalment claim form, (as detailed at Annex A and Annex B to this offer of Funding), must be completed and returned to us by the first working day of October 2012 and first working day of March 2013 respectively.
- (c) Claim forms should be sent to: Support for Learners Division 4, Department for Education and Skills, Welsh Government, Cathays Park, Cardiff CF10 3NQ.

4. Timing of payments

Payment will be made in half-yearly instalments, in arrears.

5. Payment of funding

- (a) We will only make payment if satisfied that you have incurred expenditure during the financial year in relation to the purpose referred to in Schedule 1 and you have complied with the Conditions on which the Funding is provided and have submitted all the necessary paperwork completed to a satisfactory standard.
- (b) You shall make claims for payment on a half yearly basis.
- (c) Payment of any instalment may be withheld if you fail to satisfy us that it will be used solely for the Purposes or if we consider that any of the Conditions are not being fulfilled.

6. Arrangements for S151 officer certification

You must complete an Annual Statement of Expenditure in the format prescribed by us and attached at Annex C to this offer of Funding. The Annual Statement shall be certified by your Authority's Section 151 Officer by the last working day of September following the end of that financial year and submitted to Support for Learners Division 4, Department for Education and Skills, Welsh Government, Cathays Park, Cardiff CF10 3NQ.

7. Reporting

Along with your claim for April to September, you must provide us with an interim report on progress made with the Funding completing the proforma at Annex D to this offer of Funding. A more detailed end of year report from you confirming how the Funding was spent and describing outcomes achieved will be required as detailed at Annex E to this offer of Funding, to be submitted to the Welsh Government by the last working day of May following the financial year.

8. Withholding payment

- (a) We reserve the right to withhold, at any time, whether temporarily or permanently, all or any part of the Funding not yet paid to you.
- (b) We shall notify you in writing of our decision and reason(s) for withholding all or any part of the Funding.

9. Under spend

- (a) You must notify us as soon as it becomes apparent to you that an under spend of the Funding is likely to occur within that financial year and the amount of the under spend. We may, at our discretion, approve the use of the unspent amount for other beneficial purposes. Such approval is especially likely to be given where you are to achieve the under spend by improved effectiveness or efficiency in your management of resources, but approval is not likely to be given where the under spend arises from the delayed start of an approved activity.

10. Recovery of funding

- (a) We reserve the right to recover, at any time, all or any part of the Funding, if you:
- (i) have already received funding from us in respect of any of the activities to be undertaken with the Funding; or
 - (ii) breached any term under which the Funding was provided.
- (b) If we are satisfied that you have breached any of the provisions set out at 14 (a) (i) or,(ii), we shall serve written notice on you confirming:
- the nature of the alleged breach;
 - the amount to be recovered;
 - the timescale or date by which you must repay the specified amount; and
 - the manner in which payment is to be made.
- (c) Where you have received notice in accordance with paragraph 14(b) you must fully comply with the requirements of the notice.

11. Revocation

- (a) We reserve the right to revoke the offer of the Funding at any time.

We hereby accept the award of Funding under the **Minority Ethnic Achievement Grant Scheme** and the Conditions relating to the Funding

_____ Signature

_____ Name
An authorised signatory of [***Name of Grant Recipient***]

_____ Date