



North Lanarkshire Council

Education & Families

**Education Maintenance Allowance
Award Guidance Notes
Session 2021-2022**

1. PAYMENT OF THE AWARD

- 1.1 Payment will only commence once the Learning Agreement has been returned to the EMA section. Learning Agreements signed after 30 April 2022 will not be accepted and no payments will be made.
- 1.2 Learning Agreements must be completed in ink and must be signed by the applicant, their parent or carer, EMA co-ordinator or Key Worker. Incorrectly completed Learning Agreements will be returned to the applicant for amendment, resulting in payment of the award being delayed.
- 1.3 Payment to successful applicants will be made on a fortnightly basis in arrears and will be paid directly into the applicant's bank account. EMA awards will not be made into any other person's account, except in the case of an applicant with additional support needs. Applicants must notify the EMA section of any change of bank details as soon as the change occurs to ensure that any award due can be paid to the correct account.
- 1.4 Payment will only be made for weeks when the school /learning HUB is deemed to have been open for a minimum of 3 days.
- 1.5 Payments are not made during school holiday periods, Easter, October, & Christmas break. However, where the Learning Hub offers a "non-core" programme, e.g. during the 2nd week of the Easter holiday, the Glasgow "Fair" holiday and the October holiday, young people may be entitled to payment provided they have completed a Learning Agreement Variation form and submitted it to the EMA Section prior to the relevant period.
- 1.6 EMA recipients who are absent from school /learning HUB for a family holiday during the school term or placement will not be eligible for payment during this period of absence.
- 1.7 Any enquiry relating to non-payment of your award should be directed to the EMA co-ordinator or Key Worker.

2. COURSE REQUIREMENTS

- 2.1 Students/young people must agree a formal Learning Agreement with the school / learning HUB and adhere to its conditions. Payment will not be made until a valid Learning Agreement has been returned to the EMA Section
- 2.2 Students must normally be following a recognised full-time course of study. Where students are repeating a year or are undertaking a course at a similar or lower academic standard, they may still be eligible for an EMA, provided the school agrees that the demands of the course are appropriate to the student.
- 2.3 Young people attending a Learning HUB are not normally required to be following a recognised learning programme; instead the programme should be tailored to suit their particular needs
- 2.4 If a student / young person changes establishment during the course of the academic session, this will not affect entitlement to an EMA provided a new Learning Agreement is made with the new school / learning HUB. If the new establishment is outwith North Lanarkshire, a fresh application must be submitted to the Local Authority in which it is situated.
- 2.5 If a student has commenced a course of study and subsequently leaves the course early, eligibility for future EMA support may continue for a maximum period of 3 years. When an application is submitted for a further course of

study, provided the eligibility criteria are satisfied, the student may be considered for an EMA from the start of the course, up to the point at which a total of 3 years support has been reached.

- 2.6 “Full-time” is defined as more than 21 hours of timetabled study / programmed learning per week. Attendance may be at separate courses which individually amount to less than 21 hours, provided that the combined total study time is greater than 21 hours and all are covered by the EMA Learning Agreement.

3. ATTENDANCE, CONDUCT AND PROGRESS

- 3.1 EMA is a weekly allowance requiring 100% attendance. Part payment for part attendance will not be made. The applicant must normally have 100% attendance but will be entitled to 5 days self-certification within an academic year. Other absences must be covered by a medical certificate or authorised by the school for payment to be made. Cumulative medically-related absences which total more than 3 weeks will be referred to the EMA section for review of the award.

Medical certificates or self-certification forms signed more than 14 days after an absence will only be accepted in exceptional circumstances and details of these circumstances must be submitted with the certificate(s).

Self-certification forms must only be used for absences due to illness; they should not be used when the student is, for example, attending a job interview or sitting a driving test.

- 3.2 If an applicant has a specific medical condition which could have an effect on their attendance at school/ learning hub, a letter should be submitted from the school / learning hub advising of the details of the condition and providing a letter of confirmation from the applicant’s GP to allow the EMA section to assess whether the medical condition and absences from school will have any effect on their EMA entitlement.

4. WITHHOLDING OF EMA PAYMENTS

- 4.1 EMA payments may be withheld in the following circumstances:

- (1) Absence – applicants must maintain 100% attendance. Where attendance falls below 100% in any week, payment will not be made for that week. In addition, payment will not be made where applicants have been absent due to illness and have not submitted a self-certification form or medical certificate to cover the absence.
- (2) Persistent latecoming – applicants will receive a warning from the school after 5 latecomings have occurred. Thereafter, if an applicant has a further 2 or more latecomings in any one week, payment will not be made for that week.
- (3) Unsatisfactory conduct – when an applicant does not comply with the school discipline policy EMA payments may be withheld.
- (4) Unsatisfactory progress – all applicants should make progress in the subjects being studied or programmed learning. EMA payments may be withheld if applicants do not make progress.

- 4.2 Applicants who leave school before the end of their course of study must inform the EMA Section, in writing, as soon as possible.

5. REPAYMENTS

5.1 It may be necessary to seek repayment of EMA in the following circumstances:

- (a) because of withdrawal from the course
- (b) unsatisfactory attendance / failure to meet the terms of the Learning Agreement
- (c) a change in financial circumstances

5.2 It is the responsibility of the applicant to notify any overpayment to the EMA section. Steps will be taken to recover all overpayments. Failure to repay can result in court action and refusal of a future EMA.

6. STUDENTS / YOUNG PEOPLE WITH ADDITIONAL SUPPORT NEEDS

6.1 There may be a degree of flexibility in the eligibility of some students to an EMA.

Applicants with additional support needs may be eligible for EMA although not studying towards a recognised educational qualification. In such instances, the Learning Agreement will include targets which are appropriate to the applicant's abilities.

6.2 The requirement for the applicant to sign the Learning Agreement will be waived if the applicant has additional support needs which would make it impractical to do so.

7. VULNERABLE YOUNG PEOPLE

7.1 "Vulnerable" applicants are those who are at risk of non-participation and of under-achieving, for example:

- applicants who are teenage parents, homeless or who are estranged from their parents
- applicants who are in care or are care leavers
- applicants who are, or have been, young offenders

In such cases, the decision on whether the applicant should receive additional flexibility will be made by the school / learning hub based on appropriate evidence provided, for example, by pupil support / CL&D key worker, Careers Scotland, social work or educational psychologists. The additional support to be provided should be detailed.

A flexible attendance pattern may be arranged, where necessary.

7.2 Local authorities have the right to pay an EMA for up to 4 years to any applicant considered vulnerable. Such applicants will be able to continue to receive an EMA beyond their 20th birthday provided they meet the other eligibility criteria and up to the point where they have received 3 years support.

7.3 Where an applicant is classed as 'independent', i.e. they are estranged from their parents, they are a parent to whom Child Benefit is being paid, they live alone or they are married, the requirement for a parent / carer signature on the Learning Agreement will be waived. This will also be the case for those

applicants who are in the care of the local authority (“Looked after and accommodated”).

- 7.4 Where an applicant is classed as a “young carer”, i.e. they are under the age of 18 and help to look after a family member, this should be written into their Learning Agreement. It will be necessary to include reference to them being granted a degree of flexibility in their attendance and timekeeping, to take account of their caring duties.

8 CANCELLATION OF AWARD

The Scottish Government has advised local authorities that EMA payments may be discontinued where information received from the school shows that the applicant has failed to meet the agreed targets outlined in their Learning Agreement.

9. COMPLAINTS AND APPEALS

Education & Families is committed to dealing with each EMA application efficiently and fairly. An explanation is provided where an application is refused. Appeals against decisions in relation to EMA can be addressed to the Head of Service (South), Education & Families giving grounds for the appeal and providing evidence to support the appeal.

Any appeal must be submitted within 1 calendar month of the date shown on the refusal letter.

Education & Families, GDPR Privacy Statement
To be used when collecting personal data directly from the data subject.

Privacy statement for Education Maintenance allowance

Who we are:

North Lanarkshire Council is a local authority established under the Local Government etc. (Scotland) Act 1994. Education and Families are located in Civic Centre, Windmillhill Street, Motherwell ML1 1AB

Why do we need your personal information and what do we do with it?

You are giving us your personal information to allow us to process the Education Maintenance Allowance (EMA) applications. We also use your information where required to contact you by post, email or telephone and to maintain our records.

Legal basis for using your information:

We provide this service to you as part of our statutory function as your local authority. Processing your personal information is necessary for the performance of a task carried out in the public interest by the council. If you do not provide us with the information we have asked for then we will not be able to provide this service to you

Who do we share your information with?

The information you supply will not be used for any other purpose or shared with any other organisation.

How long do we keep your information for?

We only keep your personal information for the minimum period of time necessary. Sometimes this time period is set out in the law, but in most cases it is based on the business need. We maintain a records retention and disposal schedule which sets out how long we hold different types of information for. You can view this on our website at <https://www.northlanarkshire.gov.uk/index.aspx?articleid=15003> or you can request a hard copy from the contact address stated above.

Your rights under data protection law:

- **Request access to your information** – you have the right to request a copy of the personal information that we hold about you.
- **Request a correction to your information** – we want to make sure that your personal information is accurate, complete and up to date. Therefore you may ask us to correct any personal information about you that you believe does not meet these standards.
- **Request the restriction of processing** – this enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your information to another party.
- **Deletion of your information** – you have the right to ask us to delete personal information about you where:
 - you think that we no longer need to hold the information for the purposes for which it was originally obtained
 - you have a genuine objection to our use of your personal information
 - our use of your personal information is contrary to law or our other legal obligations.

Data Protection Officer

Our Data Protection Officer (DPO) is the Head of Business for Legal and Democratic Solutions. The DPO oversees compliance with this privacy statement. If you have any questions about this privacy statement or how we handle your personal information the DPO can be contacted by post at Civic Centre, Windmillhill Street, Motherwell or by email at: AITeam@northlan.gov.uk

Information Commissioner's Office

You also have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues. You can raise the matter with the Information Commissioner's Office, who can be contacted at Information Commissioner's Office, 45 Melville Street, Edinburgh, EH3 7HL or by email to casework@ico.org.uk.