

St. Joseph's Grammar School

Scoil Iósaef



EMA Policy 2021/2022

Policy Author	Mr Andrew Gallagher Acting Assistant Head of Sixth Form
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Introduction

- ✚ The Education Maintenance Allowance (EMA) provides financial support for 16-19 year-olds who are continuing with their education at schools or further education colleges. It is a means-tested weekly allowance, paid fortnightly, according to a student's attendance.
- ✚ Information on the EMA scheme is disseminated to students in May/ June of their Year 12 and at their induction at the beginning of Year 13. Leaflets will be made available and posters will be on display at various locations around the school.
- ✚ EMA Awards are means tested. The school can only give general information about the scheme and school personnel cannot give any assurances about whether an application will be successful. It is entirely at the discretion of the scheme provider to determine eligibility and/ or levels of payment.

1. Change of Circumstances and In-Year Reassessments:

There are three changes in a student's personal circumstances that might result in a student's EMA eligibility and entitlement being reassessed. They are:

- ✚ Estrangement from parents or guardians. This means that the student has moved out of their family home on a permanent basis. The student may be claiming income support or living under the care of social services.
- ✚ Death of a parent or guardian during the academic year.
- ✚ Acceptance of responsibility for a child. This means that the student becomes responsible for the care of a child of his or her own.

If a student is already in receipt of the maximum EMA amount, he or she does not need to take any action.

If a student is not in receipt of the maximum EMA amount, or has had an EMA application rejected, or they have missed the closing date, you can advise him or her to phone the EMA Customer Service helpline on **0300 200 7089**, where the Scheme Provider will start the In-year Reassessment process.

Note

Any changes in household income, whether an increase or a decrease, will not affect a student's EMA entitlement. The only circumstances under which a student can be reassessed are the three circumstances outlined in the previous paragraphs.

2. Students with Special Educational Needs:

It is recognised that students with special educational needs might need more time to complete a course. An example is if students need extended periods away from studies as a result of their special educational needs.

For this reason, the EMA scheme rules make special provisions for these students. There needs to be a degree of flexibility when advising or supporting this group of students. These guidance notes are designed to help.

Definition:

Students with special educational needs can include the following:

- ✚ Students with disabilities that result in more time being needed to complete a course of study.
- ✚ Students with behavioural problems
- ✚ Students with mental health problems.
- ✚ Students who are parents or parents-to-be

The student might have a Special Needs Certificate, but this is not a pre-requisite for the EMA scheme. For EMA purposes, students have special educational needs if they potentially need more time to complete a course of study.

Identification:

For EMA purposes, it is the Learning Centre that identifies whether a student has special educational needs or not. Students with special educational needs mark their status on their application form and it is the Learning Centre that confirms this status as part of the Learning Agreement Part 1.

School will inform the Scheme Provider if we have students who are considered to have special educational needs, even if the students have not identified themselves as such on the application form.

School also have the authority to override a student's application form. If you do not consider a student to have special educational needs when the information given on his or her application form indicates the opposite, you must inform the Scheme Provider.

Eligibility:

Students with special educational needs can receive an EMA allowance over a four-year period. They receive the same weekly amount, subject to means-testing, as other students, but they can apply for the academic year following their 19th birthday. This is to acknowledge that these special educational needs might mean that a student needs more time to complete a course of study or that a student is compelled to take time away from their studies.

The maximum period over which a student without special educational needs can receive an EMA is three academic years.

For students with special educational needs, there will be **no** pro-rating of a student's EMA for the first three years. Students who apply for a fourth EMA year, or for an EMA in the academic year following their 19th birthday, will be accepted at the discretion of DEL and DE. Acceptance for the year is also subject to an application by the student and an assessment by the EMA Scheme Provider.

6. Enrolment:

Enrolment for EMA is the process by which a student is registered as being able to receive EMA payments.

To receive an EMA, a student must have been assessed and received a Notice of Entitlement from the EMA Scheme Provider. The Scheme Provider sends a list to each Learning Centre of all eligible EMA students that have indicated they intend to study at that Learning Centre. This is done through the Secure Website.

The bulk of the enrolment processing will happen at the start of the academic year, but the process is the same if a student is assessed as entitled to an EMA joins later in the year or changes Learning Centre in the middle of an academic year.

7. Students Changing Courses:

If a student stays at the same Learning Centre but changes course to another valid EMA course mid-year, school must review the Learning Agreement Part 2 and draft a new one, if appropriate. This updates the objectives and goals that a student must achieve to be awarded bonus payments. The new Learning Agreement Part 2 must be agreed and signed by both you and the student.

The Scheme Provider does not need to be informed of any mid-year changes in course. It is the responsibility of the Learning Centres to make the changes as part of the process for approving bonus payments.

School must store old and new versions of Learning Agreements for audit purposes.

8. Learning Agreements:

The Learning Agreements form the basis for the evidence on which payment of the EMA is authorised. There are two parts to a Learning Agreement:

- ✚ Part 1: This sets the responsibilities of the student and the Learning Centre with regard to the student's attendance on a course. Both parties must sign the Learning Agreement Part 1 and this allows payment of the weekly allowance to be made, subject to attendance.
- ✚ Part 2: This sets the objectives and goals that a student must achieve to be entitled to receive bonus payments.

A new Learning Agreement is needed for each academic year.

Summary of School Responsibilities:

School is responsible for:

- ✚ Drafting Learning Agreements in consultation with students
- ✚ Confirming to the Scheme Provider that the Learning Agreements have been agreed and signed
- ✚ Reviewing Learning Agreements
- ✚ Making decisions in consultation with students regarding the authorisation of EMA payments

School must retain records of attendance monitoring and payment decisions, including authorised and unauthorised absences, for seven years.

A copy of the Learning Agreement Part 1 will be retained by the Learning Centre, and a copy must be retained by the student.

The Learning Agreement Part 1 must be signed, and notification of this must be passed to the Scheme Provider through the Secure Website, before any payments can be made.

The school cannot give out information or discuss individual cases with parents unless we have received prior written consent from the student.

9. Learning Agreement Part 1:

This part of the learning agreement sets out the responsibilities of the student and the Learning Centre. Students commit to attending punctually and daily as per the school's attendance policy, in return for a weekly EMA payment, paid fortnightly.

10. Role of the learning Centre Officials:

Mr A. Gallagher and Mrs S. Clarke are the authorised officials for the EMA scheme who will confirm that the student:

- ✚ Has enrolled on a course at St. Joseph's Grammar School.
- ✚ Has been made aware of how the EMA scheme operates within the learning centre.

- ✚ Has or does not have special needs.
- ✚ Reports the student's weekly payments authorisations and bonus authorisations to the Scheme Provider. Verification is undertaken by Mrs S Clarke.
- ✚ Authorises payment of bonus payments.

11. Learning Agreement Part 2:

Learning Agreement Part 2 is directly linked to bonus payments made to students at specified times during the school year. (January and June)

The Learning Agreement targets in Part 2 will adhere to classroom standards and all other school rules and duties.

Students will be issued with a copy of their Learning Agreement Part 2.

A STUDENT WHOSE ATTENDANCE RATE FALLS BELOW 90% WILL NOT BE ELIGIBLE TO RECEIVE THE BONUS AS THEY WILL NOT BE ABLE TO FULFIL ALL THE OBJECTIVES OUTLINED IN LEARNING AGREEMENT PART 2.

Targets in Part 2 will be reviewed with the student before a decision is taken on whether or not a bonus payment is authorised. Mr A. Gallagher, Acting Assistant Head of 6th Form will conduct the review and authorisation of bonus payment will be made by Ms. Dolan, Head of Sixth Form.

Bonus payments will not be released by the Scheme Provider if Part 2 has not been agreed and signed.

For 2021/22 – Dec 3rd – Learning Agreement Part 2 – must be signed by 3rd December or student will not be eligible for January Bonus 2022

12. Absences:

Students only receive an EMA if they attend all the sessions for which they are required to register. If they do not attend the full number of sessions, we will note the non-attendance, recording the reason for the absence on the registration certificate, and notify the Scheme Provider when we submit the weekly attendance data through the Secure Website.

- ✚ During Term 1, a student's attendance rate will be regarded as that from the start of term 1.
- ✚ During Term 2, a student's attendance rate will be regarded as the higher of their attendance rates from the start of Terms 1 and 2.
- ✚ During Term 3, a student's attendance rate will be regarded as the highest of their attendance rates from the start of Terms 1,2 and 3.

Learning Centres must use reasonable discretion in authorising absences. Where an absence is authorised, the student is entitled to receive the EMA payment in the same way as if he or she had attended, assuming that there are no further unauthorised absences for that week.

You will not be paid for any period that you are not attending your course including holidays.

Note

The underlying principle is that it is the Learning Centre that decides whether absences are authorised or unauthorised.

General Guidelines

The following principles apply:

- + Absences are unauthorised unless proven otherwise. It is the responsibility of the student to provide a reason as to why the absence should be authorised.
- + If the absence was known in advance, the student must have applied for an authorised absence before the event. For example, if the student had to attend a family funeral, it would be expected that this could be applied for in advance.
- + If the absence could not have been foreseen, school will consider if the absence was totally unavoidable.
- + Reasons for authorising absences must be transparent and school will ensure that all rules governing the decisions are applied equally across all EMA students.
- + Authorisation of absences must be made within 5 School Days of the end of the absence period. The 5 School Days rule is also only for **exceptional** circumstances, the majority must be authorised before this timescale elapses.

(School will use the DENI Coding System for Authorised/Unauthorised Absences)

Illness

Isolated periods of illness will be regarded as authorised, **provided we are convinced that the illness was genuine and appropriate evidence is provided by the student.** This evidence will be retained by the Learning Centre as a permanent record of the absence. **We have the right to turn down a request for authorisation, if we suspect that the reason was not genuine.**

EMA is intended to cover costs incurred by attending education. For this reason, long-term sickness is not an acceptable reason for authorising absences.

Medical absences that extend for three weeks or more will be subject to review, in order to assess the individual circumstances.

“Unauthorised Absences”: (Taken from EMA Handbook)

The following reasons would not be acceptable reasons for authorising an absence on their own:

- + *Holidays, as students are expected to take these out of term-time*
- + *Part or full-time work that is not part of the programme of study*
- + *Leisure activities*
- + *Birthdays or family celebrations or social functions eg. formals*
- + *Babysitting siblings*
- + *Driving lessons*
- + *Hair/beauty lessons*

Note

This list is intended as guidance and is not exhaustive.”

13. Appeals:

Students have the right of appeal in two circumstances:

- + Appeals against the initial EMA entitlement decision. This might be regarding the level of entitlement awarded or might concern a student who has not been awarded an EMA at all. The appeal is to the Scheme Provider only. In the event of complaints about the scheme rules, appeals will be dealt with by DEL.

- ✚ Appeals against decisions regarding the non-authorisation of a bonus or weekly payment. The appeal is to the Learning Centre only. There is no right of appeal to the Scheme Provider.

Students have the right to appeal against decisions based on Part 1 payments and these should be addressed in writing to Mrs. A. McGleenan, Vice-Principal. Written records will be kept of any appeals and the decisions reached. There will be one appeals hearing for each decision. The decision of the appeal is final. The student does not have the right to appeal to anyone outside of his/her Learning Centre.

14. Back Payments:

Learning Centres can authorise weekly payments for weeks for which no payment has been made. This is done through the Secure Website. It will not be possible for us to authorise a weekly or bonus payment more than once, as the Secure Website will have security features that prevent this.

We may authorise a back payment if:

- ✚ An absence decision has changed from unauthorised to authorised, after the attendance data has been submitted to the Scheme Provider. This must be done within two weeks of the date of submission.
- ✚ An appeal against an unauthorised payment is successful. This must be done within six weeks of the date of submission.
- ✚ There were delays in the submitting of attendance data on the part of your Learning Centre. This must be done within two weeks of the expected date of submission.
- ✚ An EMA application was received after the start of term. If the application is received before the 3rd December 2021, students can have their payments backdated to the start of term. If the application is received after the 3rd December 2021 but before the 31st March 2022, students can have payments backdated to the start of the week in which the application form was received.

Note

For all backdated payments, school will submit accurate attendance data as normal.

We will resolve any back payments as soon as is practicably possible. Back payments cannot straddle academic years.

15. Record-Keeping and Audit Requirements:

Retention of Records:

All Learning Centre records relating to financial data must be retained for seven years. This includes:

- ✚ Student Data
- ✚ Learning Agreements Parts 1 and 2
- ✚ Payment Authorisations
- ✚ Correspondence between the Learning Centre and/or the student and the Scheme Provider
- ✚ Secure Website records
- ✚ Supporting documentation of eligibility, such as course and academic year
- ✚ Management Information

This includes electronic and paper-based records. They will be retained in a secure and suitable format.