

From: [REDACTED]
Sent: 18 May 2021 17:12
To: [REDACTED]
Cc: [REDACTED]
Subject: Provision of Marketing Proposal - Education Transformation: School Leadership (mini-comp)
Attachments: NEW SUPPLIER DETAILS FORM.docx; Corporate Services - Creative Services - Terms and Conditions - Schedule....docx

Company: Stand, 29 St Vincent Place, G1 2DT.
F.A.O.: Maggie Croft

Dear Sirs,

INVITATION TO TENDER FOR: Provision of Marketing Proposal - Education Transformation: School Leadership (mini-comp)
REF: APR412337

On behalf of Argyll and Bute Council I am pleased to accept your tender for the above requirement. The documents listed below shall be deemed to form and to be read and to be construed as part of the Contract:

- This letter;
- The Invitation to Tender dated 16/03/2021;
- Your response to the Invitation to Tender dated 07/05/2021;
- The Scottish Government Creative Services Terms and Conditions of contract document attached

The contract will commence on 17/05/2021, and per above the value of the contract, for the full life of the contract shall be Twenty Three Thousand One Hundred and Eighty Pounds Zero Pence [£23,180.00] exclusive of VAT. The contract completion date is 31/11/2021.

The Council would like 2 sessions per month for ongoing monitoring/development. The total contract value also excludes the video which was provided as an option for consideration within the "deliver" section of your proposal.

Your customer for this contract is [REDACTED] whom you should contact for all matters relevant to this contract:

Email: [REDACTED]
Telephone: [REDACTED]

Argyll and Bute Council has adopted a policy where all works, goods and services ordered from our external suppliers must be accompanied by a Purchase Order (PO). Referencing a PO is strictly mandatory when invoicing Argyll and Bute Council. All invoices should be submitted by emailed to Creditors quoting the PO number, starting AB number to pecosinvoices@argyll-bute.gov.uk.

The period within which payments are made is stated in the contract.

I would be grateful for your written acknowledgement by e-mail that you have

Invitation to Tender: PROVISION OF MARKETING PROPOSAL – EDUCATION TRANSFORMATION: SCHOOL LEADERSHIP (SCOTTISH GOVERNMENT CREATIVE SERVICES FRAMEWORK MINI-COMP).

Your ref: 650328
Our ref: SP-16-008

16/04/2021

RE: CREATIVE SERVICES FRAMEWORK AGREEMENT – (REF: SP-16- 008) – INVITATION TO TENDER FOR THE PROVISION OF MARKETING PROPOSAL – EDUCATION TRANSFORMATION: SCHOOL LEADERSHIP

Dear Sirs

1. You are hereby invited by Argyll & Bute Council to tender for the provision of the **MARKETING PROPOSAL – EDUCATION TRANSFORMATION: SCHOOL LEADERSHIP** as detailed in Schedule 1 below, to be called from the above Framework Agreement.
2. Your tender must be in accordance with this Invitation to Tender letter, Schedule 1, Schedule 2, Schedule 3 and with the terms and conditions of the Creative Services Framework Agreement, reference SP-16-008.
3. It is your responsibility to obtain at your own expense any additional information necessary for the preparation of your tender, and you will be responsible for any expenses incurred by you during the tendering process.
4. If your tender does not accord with all the requirements of this Invitation to tender it may not be considered.
5. The declaration included in this Invitation to Tender letter must be completed and submitted along with your tender.
6. Enquiries regarding this Invitation to Tender should be directed to the question and answer facility on Public Contracts Scotland (PCS).
7. The closing date for raising questions is **12 noon on Tuesday 4th May 2021.**
8. Tenderers must insert the following background information:

8.1 Name of Contact for
this Tender

8.2 Position

8.3 Company Name and Address

8.4 Telephone Number and e-mail address

Yours faithfully,

Alistair MacVicar
Contract and Demand Management Officer

DECLARATION

I confirm that the proposal submitted for this call off requirement will be governed by the terms and conditions of the Creative Services Framework Agreement Ref: SP-16- 008

Signature _____ Name _____

Position _____ Date _____

Schedule 1

Specification of Requirements (Ordered Services)

The information contained within this document is commercially sensitive and should not be shared with any third parties.

Purpose

1. Argyll & Bute Council is looking to award a contract for the provision of the **MARKETING PROPOSAL – EDUCATION TRANSFORMATION: SCHOOL LEADERSHIP** to commence on 01/06/2021 – 30/11/2021. Additional work may be required after this period, however this will be dependent on agreement to implement further phases to take account of the 16 clusters proposed for the entire school estate across Argyll and Bute. The Council reserves the right to award any future work in relation to this project to the successfully appointed tenderer.

Background

Argyll and Bute Council are seeking specialist support to develop marketing products and a brand identity, with associated narrative, designed to influence a variety of stakeholders that our concept of executive head teachers managing a cluster of schools with a supporting leadership team offers improved benefits to them.

Aims and Objectives

To deliver a sustainable education service within the rural area of Argyll and Bute a change programme has been established, which is being led by an Education Transformation Board. The scope of activity is being undertaken via ten workstreams, including a review of school leadership structures and the implementation of shared management arrangements for clusters of schools.

Stakeholders will include:

- Head Teachers, Teachers and school staff
- Politicians – local elected members, MPs/MSPs
- Trade Unions
- Parents/carers and pupils
- Wider communities

Each stakeholder group is unique and will benefit from the proposals in different ways. The communities across Argyll and Bute are distinct and bring a varying degree of challenges and obstacles. These proposals offer a significant change in the way schools are managed in Argyll and Bute and it is anticipated that there will be an element of resistance from the communities being consulted.

We need to segment our stakeholders, there are a percentage that mistrust and will never support. The silent majority are our target audience and we are looking to turn

this group into advocates who will help us to persuade and influence within their own communities and peers. Our advocates need a forum to persuade and influence and most likely this will be via social media.

Our Head Teachers, school staff and our politicians within our communities will be key to the successful buy in of parents, pupils and the wider community and will be some of the best placed and most trusted to present the concept in a positive light, promoting the educational and societal benefits, and in doing so will be sensitive to the history, background and culture of the community.

The language used for and the approach to engaging and managing the consultation with each stakeholder group should be agile and very respectful to the groups knowledge, experience and locus. However, our concept and the associated benefits with it does not change. We must listen to our stakeholders and adapt our messaging and approach throughout the consultation process to ensure maximum acceptance and buy in of our concept and, most importantly, to enhance it with local knowledge and experience. To this end the contractor must have the capability and experience in managing and providing creative content, engaging field activity, and producing impactful, targeted and measureable communications. The contractor will also be required to provide advice and expertise in the application of these activities on an individual and joint basis to target both generic and niche audiences.

Outputs

We require a suite of marketing products that will support us with face to face and virtual engagement, using both social and traditional media. We need to be able to effectively manage ongoing dialogue with our stakeholders, be consistent in how we present our concept, how we brand it and how we describe it. The brand identity should follow into whatever marketing route we are using.

Social media should be encouraged but needs to be managed and responsive, offering an opportunity for visible leadership by the council. Face to face and virtual meetings need to be supported with the same branding, the same messaging and leadership need to be have a toolkit they can draw from depending on audience. To support this the contractor must understand the fast changing media and digital landscapes and the related consumer habits of audiences, and be willing to offer innovative and imaginative options for digital marketing activity, aligned to the corporate brief set out by Argyll and Bute Council.

Arising from this project, Argyll and Bute Council would like to take the opportunity whilst working with the contractor to upskill our employees in marketing tools and techniques so that as an organisation we are better equipped to lead future successful and meaningful engagement and consultation with our communities. On this basis, it would be beneficial throughout the contract to build in time and processes for explanation and learning so that we can embed a marketing approach into our existing communication and engagement strategies.

Specifics

- Marketing Strategy and Communications Plan
- Strategy for dealing with negative/unsupportive stakeholders
- Strategy for identifying and utilising advocates to persuade and influence on the concept
- Development of suite of messages to engage with distinct stakeholders and communities
- Provision of concise and well developed presentation for consultation with stakeholders – focus on:
 - Outline of communication methods to be adopted
 - Detailed timeline of engagement
 - Provision of training for individuals involved in public/virtual meetings
 - Ongoing dialogue with stakeholders via traditional/social media – to be monitored by contractor and guidance provided on responses
- Facilitation of residual learning throughout the contract

Tender Response Requirements

- Detailed consideration of key issues/challenges/risks for each audience and suggested approach for mitigation
- Provision of relevant case studies from contractor illustrating impact – particularly in respect of behavioural change and community engagement
- Details of contractor project team to deliver the brief
- References

Period of Contract/Delivery Timescales

Argyll and Bute Council would like to commence the contract at the beginning of June 2021 and envisages that the initial phase of this project, which will focus on 3 early adopter clusters within the localities of Dunoon, Bute and Kintyre. This phase will run until December 2021. The likelihood is the project will continue for a further period of time if there is agreement to implement further phases to take account of the 16 clusters proposed for the entire school estate across Argyll and Bute. However, there is no guarantee that this additional work will proceed.

Management Information / Reporting requirements

The winning bidder will be required to develop a communications plan and provide regular updates against this throughout the duration of the contract.

Invoicing procedures

Each invoice must bear the purchase order number issued by Argyll and Bute Council. A purchase order will be generated and sent to the successful supplier after the award of the contract.

Schedule 2

Technical Proposal –

Argyll & Bute Council requires tenderers to provide details of their methodologies for the delivering a high quality service. Detailed below is the technical criteria for this requirement:

Technical Criteria (60%).

Service Delivery and Service Levels (Weighting 55%)

- a. General understanding of the requirement along with details of how any risks e.g. political, reputational, operational and financial can impact on the provision of the service and what action you would propose to mitigate these risks. (25%);
- b. Details of the operational proposals with particular emphasis on quality and performance measurements, and customer satisfaction, including references, to meet the Ordered service (scenarios may be used) (25%).
- c. Project plan detailing the anticipated inputs and outputs required to deliver this project, this should include staff time and who will be delivering each element. (50%)

Account & Business Management (Weighting 45%)

- a. Details of the qualifications, experience and skillsets of the personnel proposed to meet the ordered services outputs (100%);

It should be noted that we have specified a page restriction for all technical responses. Integral within your assessment will be your demonstrated ability to answer the questions in an open clear and concise manner. The response should not exceed 6 A4 pages.

Argyll and Bute Council may undertake, if deemed appropriate, meetings with tenderer(s) to clarify / verify their tender submissions. This may be in writing.

Please ensure when completing your Technical Proposal response that you respond on a new sheet of paper for each individual point to be addressed above and that your response is clearly marked in an appropriate manner.

Commercial Criteria (40%)

Single Order: Total tender cost ex VAT (i.e. number of hours x hourly rate for all proposed grade(s) of personnel detailed on the pricing schedule to meet the ordered service (100%).

Schedule 3

Price Summary

Tenderers are required to submit a firm price for the service detailed in Schedule 2 ex VAT. All costs appropriate to the proposal must be included or summarised here. Costs which appear elsewhere in the proposal but which are not summarised here will be presumed to have been waived.

The rates detailed below will be fixed will apply to any future work beyond December 2021.

Payment will be made in accordance with the Frameworks Terms and Conditions of Agreement.

Activity	Person Hours	Price £ (Ex VAT)
Total Price (Ex VAT)		£

Tenderers must also provide a breakdown of the staff involved in this contract and highlight the discounted rate that is being applied. This must also include any volume rebate or Service Credit Mechanism which is being applied to this call-off contract.

Personnel	Grade	Hours Input	Activity	Hourly Rate £
				£
				£
				£
				£
				£
				£
				£
				£

				£
				£

May 2021

Argyll and Bute Council

Marketing Proposal

Education Transformation

School Leadership

Reference: SP-16-008

STAND

Queen's House
29 St Vincent Place
Glasgow, G1 2DT

Brouwersgracht 130-134
1013 HA Amsterdam
The Netherlands

info@stand.agency
0141 222 2999

stand.agency

General understanding

Many of Argyll and Bute's rural schools are small and geographically distributed. Declining population, recruitment challenges and complex demands on funding mean a new approach is required in order to deliver an sustainable educational system.

One of the four priorities in the National Improvement Framework is 'positive and sustained destinations' - keeping schools open and working efficiently, however small.

Argyll and Bute Council's Education Transformation Board are planning a fundamental change in the way the region's schools can be managed and led. Schools will be grouped into 'clusters' based on geography and shared communities (not pupil numbers) with one central Executive Head Teacher and management/support team shared across the schools in each cluster. School budgets and staffing will be pooled within a cluster, with the Executive Head responsible for allocation.

Key benefits of the cluster model

- Economic sustainability for rural schools.
- Pool resources while retaining identities.
- Higher standard of leadership/management.
- Teachers can concentrate on teaching, meaning pupil needs are better met.
- Public funds are used more efficiently, and access to resources is increased.

16 school clusters are proposed, with three early adopters in Dunoon, Bute and Kintyre. Argyll and Bute Council's immediate challenge is to communicate the benefits and opportunities of this innovative transformation to local communities, education professionals, and policymakers.

Stand works with organisations, brands and causes who are facing moments of change and opportunity, just like this one. We will work with you to define key audiences, and map stakeholders against their levels of engagement and influence. We host interactive workshops using creative tools designed to encourage conversation and to help the participants articulate their thinking.

We will develop a strategy and key benefit messages for each audience, positioning the changes in an open, positive, empowering way. Our suite of visual assets will deliver the messaging with clarity and conviction.

Local knowledge will drive delivery of an effectively targeted plan through one-to-ones, events, presentations, and media – traditional, digital or social. Campaign assets (eg. infographics and digital content) will be accessible/downloadable to encourage sharing.

Stand's team has extensive experience in behaviour change communication, and the marketing strategies aimed at transformation of services. We understand how to position our communications for complex (often resistant) audiences, and we know that there is no 'one size fits all' approach for rural Scotland.

In social channels particularly, it is important that you are present and confident in the difficult conversations that are an inevitable part of any change process. Being accountable, authentic and approachable will increase adoption and build advocacy.

Our messaging and visual materials will be designed to flex with changing attitudes and audiences, and we will continuously monitor engagement. We will provide a 'campaign guide' that equips advocates to confidently manage their own delivery - and we will coach key individuals as required.

The goal is to drive acceptance of the school clusters concept and create influential advocates for the change. Stand will work with Argyll and Bute Council to define clear KPIs at the start of the project, so we can measure effectiveness at key milestones throughout the delivery, and at completion.

Audience understanding is key. The simplified stakeholder list below is just a starting point:

- **Educators** (Teachers, head teachers, school staff and trade unions).
- **Policymakers** (Politicians, education authority, and local councillors).
- **Communities** (Pupils, parents and carers, local residents, community councils).
- **Reporters** (Press, media and citizen media).

Key benefits for each audience will be defined through our stakeholder and community engagement. Clear benefits will drive the campaign's key messaging. The simplified list below is just a starting point.

Educators

- Improved partnership, resource efficiencies.
- Job creation (central roles are additional).
- Clearly defined roles (ie. teachers can teach, managers can manage).
- Simpler recruitment, enhanced progression.
- Wider opportunities for teachers.

Policymakers

- More efficient use of public funds.
- Higher standards of local education.
- Improved educational outcomes.
- Improved partnership working in the sector.
- Empowerment of school leadership.

Communities

- Higher standards of local education.
- Pupils' needs are better met.
- Increased sustainability of small schools.
- Improved resources and equity of access.
- Broader contact pool of teachers and staff.

Reporters

- Simpler points of contact.
- Positive stories to share.
- Dedicated management teams with time and resource to communicate.

SUMMARY

We see a clear opportunity to frame the transformation of education leadership as a positive, local, fully engaged conversation. To give communities a voice and take them on a journey from information through understanding and on to advocacy.

Conversation/engagement is the vital first step and Stand are the perfect independent partners to manage that. We believe this innovative transformation will deliver huge benefits to Argyll and Bute, for the wellbeing of educators and young people. Exploring this with the stakeholders and public will be a real passion project.

Audience	Risk/challenge	Mitigation strategy
Educators	Distrust of management	Clearly defined benefits of the new model
	Fear of change	Key messages that frame the change positively
	Lack of time/headspace	Communication channels that educators can engage with on their own terms/time
Policymakers	Unique status and needs	One-to-one communication where needed
	Pressure over funding choices	Easily understood benefit messages that will outweigh funding concerns
	Fear of public opinion	Continuous feedback reporting
Communities	Fear of local identity loss	Tailored local messaging that pre-empts and addresses local concerns
	Misinformation and rumour	Clear labelling of official communications, so that facts are easy to identify
	Distrust of authority	Personal response to queries, especially online in social media conversations
Reporters	Lack of information	Open access to clear details
	Time/deadline pressures	Downloadable/emailable infosheets and campaign assets

Risk Management

Risk area	Example of potential risk	Potential impact on provision of services	Managing the potential risk
Operational	Project not delivered to objectives	Project timings impacted	Every project begins with an immersion meeting to refine the task, agree timelines for client input at key milestones and gain client insight, through to final delivery. Stand have a specific briefing form to gain the necessary understanding. Stand will supply a reverse brief informed by the stakeholder insight and our own desk research. This is then approved by the client before the implementation work begins.
Operational	Multiple stakeholders	Additional complexity, conflicting points of view, and delays to decision-making	Stand's management team is highly experienced in managing projects that require input from multiple stakeholders. We have tried and tested processes to help stakeholders articulate their thinking. Despite the inevitable obstacles that come with projects with multiple touchpoints, the skills of the Stand client team ensure that timely consultation and approval is sought from all points of contact. It is essential that stakeholders feel their personal opinions are taken into consideration. The ability to listen, interpret, and respond in an agile way is crucial to achieving buy-in from any audience with an alternative viewpoint. This is where a solid strategy brings most value.
Operational	Negative opinion shared online; or in community meetings	Railroading the conversation and undermining our messaging	Stand has a clear understanding of how participants with negative opinions can influence others as part of the conversation. Most often those who vehemently disagree with a campaign will be those who 'shout the loudest', particularly in social media, but also in person. Stand's experience, and confidence, in managing these situations is rooted in a commitment to audience understanding. We accept that we are unlikely to convince the most extreme voices so our focus is always on ensuring that they do not railroad the conversation. Having a clear strategy in place allows us to face these situations respectfully and professionally, acknowledging their input, but at all times retaining our focus and maintaining our messaging strategy. It is our approach to build advocacy across our audiences and allow them to share their support amongst their own networks. Identifying how and where we can build this advocacy is a part of the early stage planning. Building a powerful body of many fully-informed voices will be key to the effectiveness of the campaign.
Operational	Availability of client team to input timeously into the process	Project timings impacted	We appreciate that our clients have priorities outwith this contract. We understand that deadlines are often critical and that it is our responsibility to gain the input and approval we need in a timely manner. Meticulous project planning is critical. Timely notification and logistics planning ensures that Stand can understand and deliver the campaign, working with our clients to agree the most cost/time efficient plan. This robust structure affords us an agile approach to project delivery.
Operational	Gaps in insight	Lack of effectiveness	Stand always undertake a research-based approach to creative, with it always forming the starting point for any project. We have the experience to identify gaps in our understanding that may have a detrimental impact on the outcome of a project. If we recognise a gap, we will share this with you and we will propose how to solve the issue.
Operational	Subjectivity on overarching concept and delivery	Conflicting points of view, delays to decision-making, and timings impacted	Our client-centric approach is key to ensuring that our work is never subjective. Our creative delivery is rationalised against the audience understanding that is established as part of the strategic process.
Political	Mispositioning change-management strategy	Lack of buy-in from our audiences	Our audience-centric approach has a high level of engagement at its core. Our recommendations and messaging will be rooted in the findings from this process. Key to success of the successful delivery of the strategy is preparation. Being clear from the outset on what you are doing, and why, gives us confidence that the communications will resonate through a clear definition of the purpose and the reasoning behind the initiative. From our stakeholder understanding we will establish a tone of voice for the campaign. We will demonstrate how this can flex in relation to differing audiences attitudes. Acknowledging sensitivities and recognising alternative viewpoints, we deal with difficult conversations head on, always keeping it in our area of control.
Operational	Ineffective marketing materials	Marketing assets fail to engage with the target audience	Stand's strategic approach to creative development has audience insight at its core. We rationalise our creative delivery against this insight to ensure that decision-making is always evidence-based and never subjective. This gives our clients the information they need to be confident in the effectiveness of the assets.
Reputational	The use of potentially sensitive content, visuals or wording	Topical sensitivities appearing in communications	From our vast experience working with the public sector Stand understands the sensitivities around language and graphic delivery.
Operational	Incomplete scoping of deliverables	Missed campaign opportunities	The budget for this project will be carefully managed to deliver against the marketing objectives. It is essential that each element is scoped and costed for its value to the overall contract delivery. Ensuring that all parties are in agreement of the deliverables early in the process ensures that the final output will meet the wider requirement. Stand also develop content with an eye on how it might deliver value if it can be repurposed for further use. Identifying value for money will be a critical deliverable in this process. To be successful in today's online and social channels requires a progressive approach. This needs a resourceful and inspired solution to delivering stand-out, effective communications. We will refine our approach throughout the duration of the contract, testing and developing as the campaign builds.
Financial	Questioning the project spend	A&BC must be able to demonstrate that they are delivering value for money	We are committed to delivering the very best in class for our clients. We don't opt for the easy solution. Today's marketing needs progressive, audience centric communications to cut through the myriad of ordinary. Value for money is best demonstrated in effective results.

Operational Proposals

Glasgow and Amsterdam based, Stand has a client base that spans public and private sector, from social enterprise organisations to iconic educational institutions. We have the privilege of working with Scotland's biggest public sector organisations. We are currently working with Bòrd na Gàidhlig to deliver a suite of films and social campaign aimed at recruiting Gaelic teachers for posts across Scotland. This has given us good insight into the sector.

Embedded in strategic understanding

Stand recognises strategic understanding and audience insight as paramount to delivering effective communications. Our planning resource is involved in our projects from the outset through to approval of creative. This sense-checking ensures that the final output remains true to the objectives of the campaign.

Communication experts

The team at Stand thrive on achieving the creative excellence for which we are renowned, on every project. Our ability to see the bigger picture (the core team at Stand has a wide-ranging experience across the creative disciplines: graphic design, advertising, field marketing, digital media, PR, social, promotional and experiential marketing) enables us to deliver resonant, cross-channel social marketing campaigns which make the best use of platforms/media/disciplines.

Who rates us?

Stand is a member of the Design Business Association (an association where client accreditation is fundamental to membership). **Marketing effectiveness is high on our agenda and we have recently being awarded a coveted DBA Effectiveness prize for our work for Glasgow Prestwick Airport.**

Working on high-profile projects, Stand understands that our clients are part of the journey. Fully consulted and involved at all key milestones, our approach has client engagement at its core, and it is this engagement that allows us to build trusted and successful relationships.

Our investment in building this level of connection is based on our understanding that effective, innovative outcomes are grounded fundamentally in the trust between client and agency – shared objectives, a spirit of openness, collaborative working and real partnership behaviour. We are committed to this project far beyond the 'transactional' remit of delivering the 'contract' (this opportunity fits perfectly with Stand's business 'purpose'), and it is this approach that enables the innovative thinking required to deliver outstanding, successful, on-brand creative concepts.

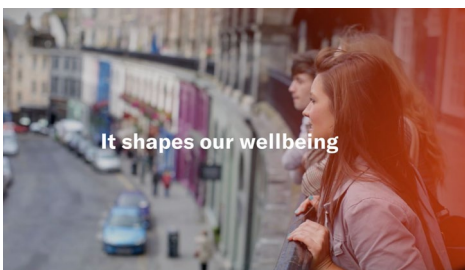
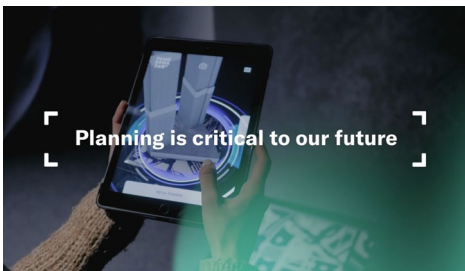
Stand's methodology is rooted in a fully engaged process. This is our preferred approach to gathering information, insight and feedback, as we recognise the benefits of involving client teams and wider stakeholder groups throughout the creative process. We understand that our clients have an innate understanding of their project, and we have honed methods of exploring and teasing out the information that we need to capture; using a range of visual tools to help contributors organise and articulate their thinking, and then using the learnings to inform and benchmark the creative development stages.

Creative decision-making should never be subjective. Stand believes that our best work comes from a truly collaborative process, and therefore our creative lead and account director both attend all meetings where creative development is being discussed.

This investment in resource allows us to work quickly and efficiently throughout the project – all creative proposals are fully explored and rationalised against the objectives, audience relevance and our communication strategy. Stand then collates the feedback from each session and we share it with you to ensure that we are all 'on the same page' for the next action (this could be the team seeking further internal/external input, or Stand developing the creative).

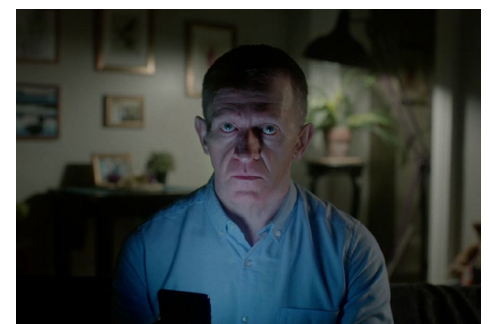
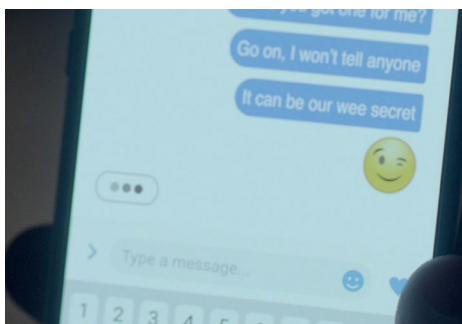
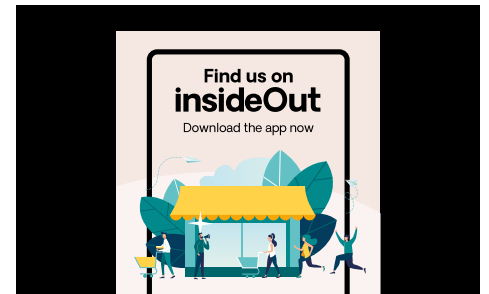
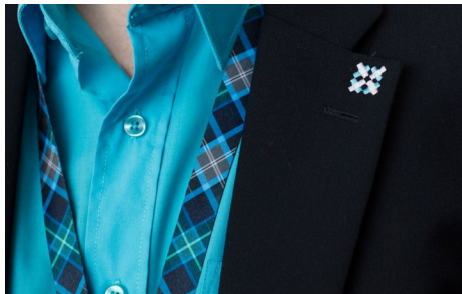
To enable this level of engagement, Stand proposes that we work with the team at key milestones throughout the development. Progress is monitored internally on a daily basis through our live project management tool Basecamp, which details what is needed, by whom and the deadlines for achievement. We ensure clients are kept informed of all day-to-day operational matters, and provide a solid structure for review, monitoring and quality assurance.

This meticulous approach to project management allows us to identify key milestones well in advance, to enable the relevant input, from the right people, at the right time.



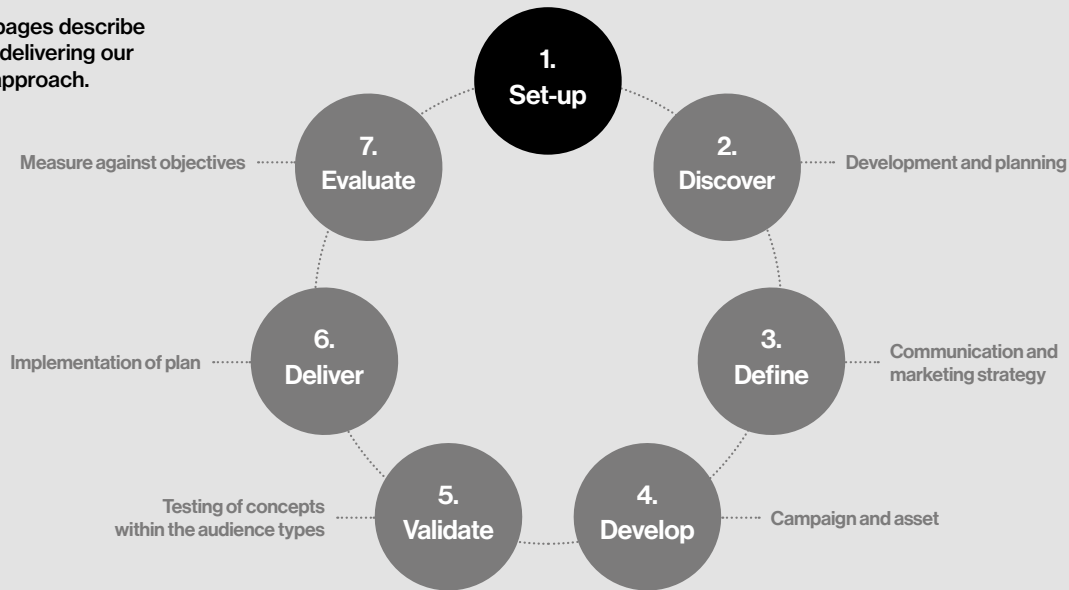
"Thank you very much for all your expertise, dedication and good humour in delivering this project. We feel we've had first class collaboration and that both teams have been equally committed to producing the best result possible which is, I think, what absolute best-in-class procurement should be."

Caroline Rham, Head of Communications, Scottish Fiscal Commission



Methodology

The following pages describe the process in delivering our client-centric approach.



DISCOVER – Gathering insight

Immersion meeting

(Stand: Tony Blow, Maggie Croft, Gordon Dyett; and lead client contact)

This immersion meeting will underpin our understanding of the project and its goals, ensuring clear lines of communication and gaining a thorough grounding in your remit, audiences and challenges. Active sharing of existing information and insight empowers us to do our best work.

Strategy workshop

(Stand: Tony Blow, Maggie Croft, Gordon Dyett; and wider client team)

This initial workshop is used to expand understanding and generate new insight, whilst bringing on board the wider client team. We have a honed technique, designed to get under the skin of the project by asking the right questions (these questions are positioned to help participants to best articulate their understanding and often prompt debate in areas that may appear straightforward at surface level). We will explore:

- The project essence, key messages and narrative
- Key values and associations to communicate
- Potential risks to be considered in developing the messaging
- Characteristics (tone of voice) that should engage target audiences

The initial workshop will last for approximately two hours and will be facilitated by the Stand team. Stand will note key discussion points including any variances of opinion.

Approval milestone: Reverse brief

The analysis of the two stages in phase one will be captured by Stand in a 'Reverse Brief'. This is shared with you as a milestone for approval.

DEFINE – Developing the strategy

Stakeholder/audience engagement

(Tony Blow and Maggie Croft)

Central to building a strategy is identifying and analysing the target audience. Knowing who these audiences are, and importantly their attitudes and barriers to engagement allows us to develop a marketing proposition that will resonate with their needs. We benchmark the development of our key messages directly against the insight gained through this stakeholder process. We expect the stakeholder engagement to be a mix of one-to-one and group interviews across the four audience types.

Approval milestone: Marketing strategy

The output from this process will succinctly capture the campaign's Purpose, Proposition, Positioning and key messaging.

DEVELOP – The creative process

This stage of the process is led by Gordon Dyett and our design director David Tolmie, supported by the wider creative team.

Campaign brand and creative concept

A clear visual system for the campaign concept is essential for consistency. The visual delivery of the messaging is critical in delivering a tone-of-voice that promotes is empowering, collaborative and inclusive. (It is essential that the campaign is never dictatorial. Success will be rooted in 'peer-to-peer' delivery).

Working session

(Maggie Croft, Gordon Dyett and David Tolmie & Steering Group or client team)

Stand will facilitate a working session to present our initial recommendations. This is proven to encourage a breadth of thinking and allows a platform for client input. This collaborative approach ultimately delivers the most effective results.

This approach also allows for a level of upskilling in the wider team and will build campaign advocacy internally.

DELIVER – Implementation and roll-out (Gordon Dyett, David Tolmie)

In line with the marketing strategy, we will proceed to develop a suite of assets and deliverables.

We expect this to include:

- Campaign concept – naming, visual identity, overarching narrative and key messaging.
- Digital and social content – shareable content designed to educate, inform, and inspire.
- Short video (approx. 90sec) – to introduce the initiative in all presentations, meetings or speaker opportunities.
- Master presentation – of succinct messages that can be tailored for specific audiences.
- Social campaign toolkit and management campaign toolkit.
- Press advertorial content.
- Ongoing validation and development

As the campaign rolls out we will monitor and react to audience feedback. The marketing campaign will be built to flex and this is where audience dialogue feeds into the campaign as it adapts to answer concerns raised or barriers met.

This is another stage where employees of Argyll and Bute Council will benefit from being involved, ensuring that your own programme and communications team are embedded in the ongoing dialogue between your audiences and the campaign.

Audience/Community engagement sessions (Tony Blow, Maggie Croft, Gordon Dyett and ABC lead)

Sessions facilitated by the Stand team in collaboration with ABC programme lead. Preparation for these sessions will be fundamental to building the advocacy we need. We will create tailored presentations for each in line with our local understanding.

The Team



Maggie Croft
Managing Director
MSC Management Leadership Communication

Maggie has a unique background with over twenty years' experience of senior roles in highly-respected agencies (Barkers, Leith, Biggart Donald) across the marketing discipline mix (brand, advertising, design and digital, field and experiential marketing). With a passion for social marketing she believes well-positioned, succinct communication sits at the core of the solution of the most complex issues that faces our world today.

Stakeholder engagement is her preferred way of working:

- Scotland-wide suite of workshops with LA partners, SMEs and local communities in the delivery of multiple Zero Waste Scotland programmes promoting circular economy and waste reduction initiatives.
- Board exec, employee and community engagement in the development of an unifying positioning and strategy for SG-owned Glasgow Prestwick Airport.
- Partnership workshop facilitation (engaging a group of organisations including NatureScot, NHS Health Scotland and Forestry Commission) in the development of the Natural Health Service brand for NatureScot.
- Intensive community engagement in the development of insideOut, a new regeneration initiative designed to re-engage communities with their local town centres.
- Most recently, intensive stakeholder engagement on behalf of Renfrewshire Council, to develop an innovate, ambitious marketing strategy for their flagship regeneration investment in Paisley Museum.

For all of these contracts, the final output was driven by the quality of the insight from the stakeholder workshops delivering a clear communication strategy. A high level of buy-in was achieved, whether in the alignment of a new vision, or generating goodwill and advocacy amongst stakeholder networks.

Maggie ensures that analysis and insight is core to the deliverables – both brand development and creative campaign execution. Her significant experience and confidence in the power of design thinking to deliver our clients' objectives ensures an inspirational and effective outcome – always.

Maggie lives in Argyll and Bute, giving her an unique insight into the complexities and sensitivities of this project.



Tony Blow
Creative Strategy and Insight Lead
BSc (Hons) Design Communication

Tony's drive is what really sets him apart from his peers. His passion and focus make him a strong conceptual thinker who understands the need to create truly engaging communications. He is a well-respected Creative Strategist – he oversees the creative delivery of the strategy throughout the implementation stage.

Tony's ability to articulate the thinking in a straightforward, inspirational manner makes him a natural leader and sounding board. He is the type of person who 'holds a room' with his methodical, meticulous delivery of the story – open to questioning and analytic in his response.

His vast experience and passion for developing creative solutions to often complex briefs makes him inspirational for staff and clients alike.

Working with many of Stand's public sector clients, he has most recently delivered marketing communication strategy on projects for The Scotland 5G Centre, North (5G infrastructure delivery), Scottish Leather Groups's 'Sustainable by Nature' brand and Zero Waste Scotland on their high-profile programmes for Circular Economy and Deposit Return Scheme for Scotland. He also developed the communication platform and strategy for SG's Digital Planning (the Digital Transformation of the architecture and planning process). All of these projects benefitted from a clear creative proposition and messaging grounded in audience understanding. Across almost all of the examples detailed above, a key requirement is communicating a complex or new concept that requires a high level of buy-in from stakeholders to enable the transformation, and adoption by the target audiences to embed it as a behaviour.

Tony is supported by a well-rounded, award-winning creative team. Quite unusually, Stand has a team of multi-media creatives from backgrounds that span creative disciplines. So, no matter what this multi-faceted contract needs, you can be confident that this team has the skillset to deliver.

"You have captured in two weeks, what we've been trying to articulate over the past two years." Zero Waste Scotland, Lead Programme Manager, Circular Economy Acceleration Centre



Gordon Dyett
Client Services Lead
BA (Hons) Marketing
University of Strathclyde Business School

Gordon has a thorough understanding of the marketing mix and specifically brand development.

He has worked on some of our most high-profile clients requiring integrated behaviour-change campaigns as a key part of the contract including Scottish Parliament, Police Scotland, NHS Health Scotland, the Universities of Edinburgh and Aberdeen, Skills Development Scotland, and South Lanarkshire Council – all complex, multi-faceted contracts with a requirement to deliver strategic brand-led communications to a variety of audience types across the full marketing mix: brand, digital and social marketing, experiential and print.

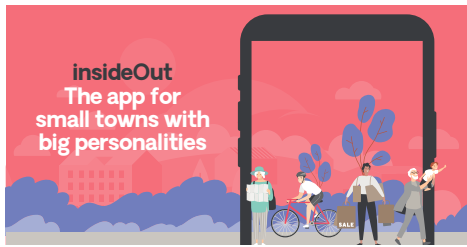
Gordon is a passionate, strategic thinker as well as a confident, engaged 'do-er'. He regularly works end-to-end on projects (strategy to delivery).

His passion for ensuring a strategic approach to every project is most recently reflected in his work with Scottish Government's Digital Planning programme. Working with a suite of stakeholders spanning SMEs, Heads of Planning and CEOs from local authorities across Scotland to the general public who will use this service, Gordon ensured this complex project was meticulously managed throughout, never losing sight of the bigger picture objectives.

Gordon is currently playing a key role in our project to deliver an ambitious initiative to support the re-engagement of communities (in South Lanarkshire) with their town centres. Collaborating with multi-faceted groups from 13 communities across the authority, Gordon has ensured that the project objectives stay intrinsic to the deliverables through a suite of materials designed to educate, engage and inspire uptake of initiative. This project has given Gordon a deep understanding of working with an array of audiences in small communities and the need to be agile in the delivery of the messaging. No two conversations are ever the same.

With his straight talking, lack of jargon approach, Gordon believes that everyone has the ability to inform and influence the design process. He is intelligent, agile and importantly, easy and happy to collaborate. Clients love him!

Case Studies and References



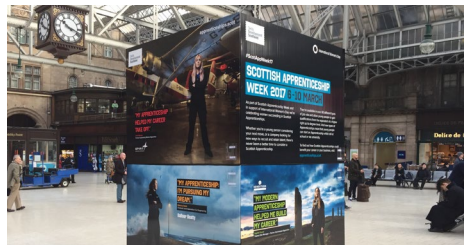
InsideOut
South Lanarkshire Council

Creating a digital platform to save our declining town centres. Stand worked with communities in four South Lanarkshire towns to understand the complex factors behind the demise of the high street. The resulting app transforms how communities communicate – enabling retail, residents, recreational groups, and events to collaborate. Packaging the offer re-engages communities with their town centres, encouraging people to think local.

- Intensive stakeholder engagement across a complex range of passionate groups.
- Marketing strategy and planning.
- Bespoke online platform for co-creation.
- Brand, logo and visual identity.
- Presentation and marketing assets.

Stand and South Lanarkshire Council are now rolling the app out across a further nine towns.

Referee: Victoria Eccles, Project Development Officer, South Lanarkshire Council
01698 453982



Modern Apprenticeship Programme
Skills Development Scotland

A campaign to modernise apprenticeships for the future of Scotland. Stand have worked with SDS on their flagship campaigns since 2011. Apprenticeships are critical to Scotland's success in the fourth industrial revolution. Our Scottish Apprenticeship campaigns address common misconceptions and position them as a viable, aspirational option for students of all abilities. Assets were delivered across print, events and digital, including social media.

- Engagement across businesses, educators, parents, carers, and school leavers.
- Education and repositioning strategy.
- Marketing strategy and planning.
- Brand, campaign and visual identity.
- Digital, print and event marketing assets.

Stand's campaign strategy is retained to this day, delivered year on year in-house by SDS.

Referee: Paul Murphy, Marketing Manager, Skills Development Scotland
0300 013 2298



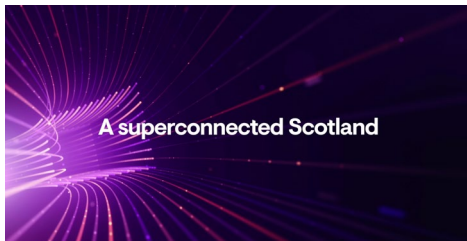
Paisley Museum marketing strategy
Renfrewshire Leisure

Positioning a cultural asset as driver of economic growth and local regeneration. Stand worked with Renfrewshire Leisure to conduct wide-ranging engagement across all their potential audiences and partners. The challenge is to get local communities on board despite a £38m+ investment during difficult economic times. We delivered a single unifying vision for the Museum, then developed that into a progressive and ambitious marketing strategy

- Extensive stakeholder engagement with councillors, ministers, businesses, community groups, peers and potential audiences.
- Campaign positioning, audience mapping and development of key messages.
- Ambitious marketing strategy and planning.

"Universally, the proposition is loved – as are the clarity of purpose and scale of opportunities."

Referee: Graeme McLatchie, Senior Marketing Exec, Renfrewshire Council
graeme.mclatchie@renfrewshire.gov.uk



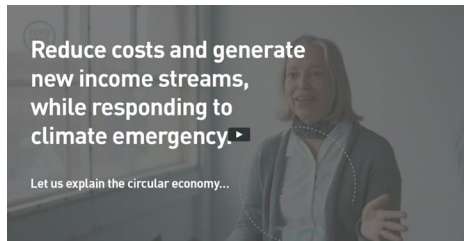
The Scotland 5G Centre
Scottish Government & Scottish Futures Trust

Defining the role and purpose of a new organisation. 5G technology will fundamentally change how we all live, interact and transact. Stand's engagement workshops with the S5GC's board and stakeholders (including some of the world's biggest telecoms providers) clarified the Centre's remit, objectives and audiences. We positioned them through tone of voice, key messages and customer relationships.

- Wide-ranging stakeholder engagement.
- Communication strategy and planning.
- Brand story, proposition and key messages.
- Visual style, imagery, scriptwriting, editing.
- Brand film and presentation materials.

"Stand captured the essence of Scotland as an attractive, high tech, innovative location. It will serve the 5G Centre well for years to come."

Referee: Derek Boyd, Former Interim Director, Scotland 5G Centre
derek.boyd@strath.ac.uk



Circular Economy Acceleration Centre
Zero Waste Scotland

Showcasing circular economy principles to Scottish businesses. The circular economy is about businesses and consumers maximising resource use and reducing waste. A complex concept and a daunting prospect. Stand developed clear, targeted messaging and an eclectic suite of digital content and marketing assets for ZWS. We positioned them as the go-to leaders of local/national CE transformation.

- Stakeholder workshops with academics, partners, consultants and enterprise.
- Key messages and marketing strategy focused on education and inspiration.
- Digital tools, resources and media assets.

ZWS's Circular Economy specialists had struggled for two years to define their proposition. Stand clarified it in two weeks.

Referee: Chris Meikle, Digital Communications Manager, Zero Waste Scotland
Chris.Meikle@zerowastescotland.org.uk



HPV vaccination programme
NHS Health Scotland

Protecting children's future health with a campaign promoting vaccination. HPV is a common sexually-transmitted virus that can increase the risk of cancer in later life. Stand built the national campaign for a major change. The vaccine would be delivered to all children in Scotland, instead of only to girls - repositioning it from the known 'cervical cancer vaccine' to gender neutral benefits.

- Extensive engagement with NHS experts to ensure the accuracy of our messaging.
- Campaign proposition and strategy.
- Audience testing with schools.
- Co-direction of photography with the young audience, giving them a voice.
- Film, direct mail and digital campaign assets.

Stand's approach delivered in spades, with a 93% uptake of the HPV vaccine post-campaign.

Referee: Kenny McDonald, Former Senior Marketing Officer, NHS Health Scotland
Kenny.McDonald@projecttrust.org.uk

Thank you

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This and the following 40 pages comprise Schedule 5 to the Framework Agreement between the Scottish Ministers and Stand

SCHEDULE 5 – STANDARD TERMS OF SUPPLY

CONTRACT REFERENCE NUMBER: SP-16-008 - CREATIVE SERVICES

SERVICES CONTRACT

-between-

(1) Argyll & Bute Council

-and-

(2) Stand

-relating to the supply of-

Provision of Marketing Proposal- Education Transformation: School Leadership

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PREAMBLE:

- ONE The Purchaser requires the provision of services;
- TWO On 9th November 2016 the Purchaser's contract notice relating to the Services was published in the Official Journal of the European Union with reference number (2016/S 216-393426);
- THREE The Service Provider completed its PQQ;
- FOUR On 9th November 2016 the Purchaser issued its ITT to potential Service Providers (including the Service Provider) in respect of the provision of services;
- FIVE On 14th December 2016 the Service Provider submitted it's Tender;
- SIX On the basis of the Tender, the Purchaser has selected the Service Provider to supply the Services under the Contract;
- SEVEN The Contract establishes standard terms of supply for the provision of services
- EIGHT The Contract also includes:
- a Specification setting out the Services that the Contractor has undertaken to provide, including Service Levels setting out particular levels of service that the Contractor has undertaken to meet;;
 - a Pricing Schedule setting out details of the pricing of the Services;
 - details of Key Individuals involved in the provision of the Services
 - details of approved sub-contractors as at Contract award
 - details of the Contractor's information which is deemed to be Contractor Sensitive Information;
 - Ordering Procedures prescribing the procedures for ordering particular Services; and
 - Management Arrangements for the strategic management of the relationship between the Parties.

SUBSTANTIVE PROVISIONS:

SECTION A: INTRODUCTORY PROVISIONS

1. Definitions and Interpretation

1.1. In the Contract, unless the context otherwise requires, the following terms have the meanings given to them below:

“**Assignee**” has the meaning given in clause 32.2 (Assignment).

“**Baseline Personnel Security Standard**” means the pre-employment controls for all civil servants, members of the Armed Forces, temporary staff and government contractors generally.

“**Commencement Date**” has the meaning given in clause 4.1 (Period).

“**Contract**” means this Contract between the Parties consisting of clauses and 4 Schedules.

“**Contracting Authority**” has the meaning given in regulation 3 of the Public Contracts (Scotland) Regulations 2012;

“**Contractor**” means Stand.

“**Contractor’s Representatives**” means all persons engaged by the Contractor in the performance of its obligations under the Contract including:

- its employees and workers (including persons employed by a third party but working for and under the control of the Contractor);
- its agents, Service Providers and carriers; and
- any sub-contractors of the Contractor (whether approved under clause 34 (Sub-contracting) or otherwise).

“**Contractor Sensitive Information**” means any information provided by the Contractor to the Purchaser (disregarding any protective marking or assertion of confidentiality) which:

« is specified as Contractor Sensitive Information in Schedule 5.7 and has not lost its sensitivity according to the justifications and durations set out in that Schedule;

“**Control**” has the meaning given in section 450 of the Corporation Tax Act 2010.

“**Data Controller**” has the meaning given in the Data Protection Laws.

“**Data Processor**” has the meaning given in the Data Protection Laws.

“**Data Protection Laws**” means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 1998 and any statutory modification or re-enactment thereof and the GDPR.

“**Default**” means any breach of the obligations of a Party (including material breach) or any negligent act, omission or statement of a Party in connection with or in relation to the Contract.

“**Deliverable**” means any thing to be delivered to by the Contractor to the Purchaser and identified as a deliverable in accordance with the Ordering Procedures.

“**Environmental Information Regulations**” means the Environmental Information (Scotland) Regulations 2004 (and any subordinate regulations made under them from time to time or any superseding or amending regulations) together with any guidance and/or codes or practice

issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such regulations.

“Equipment” means equipment, plant, tackle, materials and other items supplied and used by the Contractor’s Representatives in the performance of the Contractor’s obligations under the Contract.

“Exit Management” means the obligations and rights of the Parties to ensure a smooth transition of the Contract from the Contractor to the Purchaser or any Replacement Contractor as set out in Clause 58 (Exit Management) and Schedule 5.10 (Exit Management).

“Exit Plan” means the exit management plan developed by the Contractor and approved by the Purchaser in accordance with Clause 58 (Exit Management).

“Exit Management Date” means each of the following:

- (a) the date of a Termination Notice; and
- (b) if no Termination Notice has been served in relation to this Contract except for any Partial Termination, the expiry of the later of the Initial Term and any extension of the Contract agreed in writing.

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

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including industrial action, fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Good Industry Practice” means standards, practices, methods and procedures conforming to legal and regulatory requirements and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking as the Contractor under the same or similar circumstances.

“Intellectual Property Rights” means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Judicial Order” means an ineffectiveness order or an order shortening the duration of the contract made in relation to the Contract under Part 9 of the Public Contracts (Scotland) Regulations 2012.

“Key Individuals” means the Contractor Representatives identified as being key individuals for the provision of the Services as set out in Schedule 5.5.

“Management Arrangements” means the arrangements for the strategic management of the relationship between the Parties, including arrangements for monitoring of the Contractor’s compliance with the Specification, the Service Levels, the Ordering Procedures and the terms

of the Contract, set out in Schedule 4 of the Framework and any additional Management Arrangements identified in Schedule 5.4, if applicable.

“Milestone” means any event or task which must be completed by a particular date, such as the delivery of a Deliverable, identified as a milestone in accordance with the Ordering Procedures.

“Order” means an order for particular Services placed in accordance with the Ordering Procedures.

“Ordering Procedures” means the procedures for ordering particular Services set out at Schedule 3 of the Framework Agreement.

“Party” means either of the Purchaser or the Contractor.

“Personal Data” has the meaning given in the Data Protection Laws.

“Pricing Schedule” means the details of the pricing of the Services set out in Schedule 2 of the Framework Agreement.

“Processing” has the meaning given in the Data Protection Laws and cognate expressions shall be construed accordingly.

“Purchaser” means the Authority and the following public bodies; the Scottish Ministers (including Agencies), Scottish Non-Departmental Public Bodies, offices in the Scottish Administration which are not ministerial offices, cross- border public authorities within the meaning of section 88(5) of the Scotland Act 1998, the Scotland Office, the Scottish Parliamentary Corporate Body, councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994, Scottish Fire & Rescue Service, the Scottish Police Authority, Scottish health boards or special health boards, bodies registered as social landlords under the Housing (Scotland) Act 2001, Student Loans Company Limited, the Forestry Commission, the Commissioner of Northern Lighthouse operating as the Northern Lighthouse Board, Equality and Human Rights Commission, Business Stream Ltd, the Business Gateway National Unit at the Convention of Scottish Local Authorities, any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing. In addition to the contracting authorities listed, the framework agreement will be available to charities entered on the Scottish Charity Register and voluntary organisations entered on the Membership Database of the Scottish Council for Voluntary Organisations.

Information about agencies of the Scottish Ministers and offices in the Scottish Administration which are not ministerial offices is available at:

<http://www.scotland.gov.uk/Topics/Government/public-bodies/about/public-bodies-guide/government-scotland>

Scottish Non-Departmental Public Bodies are listed at:

<http://www.scotland.gov.uk/Topics/Government/public-bodies/about/Bodies>

Information about the Review of Public Procurement in Scotland and links to the other Centres of Expertise are available at:

<http://www.scotland.gov.uk/Topics/Government/Procurement>

“Purchaser Property” means any corporeal moveable property issued or made available to the Contractor by the Purchaser in connection with the Contract.

“Purchaser Protected Information” means any information provided by the Purchaser to the Contractor which:

- carries a protective marking such as “Official”, “Secret” or “Top Secret”; or
- is exempt information as set out in Part 2 of FOISA (disregarding for that purpose whether a provision of Part 2 does not confer absolute exemption within the meaning of section 2(2) of FOISA).

“Relevant Transfer” has the meaning given in regulation 2(1) of TUPE.

“Replacement Contractor” means any third party Contractor appointed to perform the Services by the Purchaser from time to time;

“Request for Information” means a request for information within the meaning of section 8 of FOISA or the Environmental Information Regulations and any attempted or apparent such request.

“Schedule” means a schedule annexed to, and forming part of, the Contract.

“Service Levels” means the Service Levels identified as such in the Specification in Schedule 1 of the Framework, and any additional Service Levels identified in Schedule 5.1, where applicable.

“Service Provider Representatives” means all persons engaged by the Service Provider in the performance of its obligations under the Contract including:

- its employees and workers (including persons employed by a third party but working for and under the control of the Service Provider);
- its agents, Service Providers and carriers; and
- any sub-contractors of the Service Provider (whether approved under clause 34 (Sub-contracting) or otherwise).

“Service Provider Sensitive Information” means any information provided by the Service Provider to the Purchaser (disregarding any protective marking or assertion of confidentiality) which:

- «F27: is specified as Service Provider Sensitive Information in Schedule 7 and has not lost its sensitivity according to the justifications and durations set out in that Schedule; or»
- is exempt information pursuant to sections 33(1) or 36, 38 or 39 of FOISA (having regard for that purpose to the public interest there might be in disclosing such information as referred to in section 2(1)(b) of FOISA)

“Services” means the Services as are to be supplied by the Contractor to the Purchaser as set out in the Specification and as may be ordered in accordance with the Ordering Procedures.

“Specification” means the Purchaser’s general requirements for the provision of services, including Service Levels, set out in Schedule 5.1.

“Supervisory Authority” has the meaning given in Data Protection Laws.

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“**Working Day**” means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971.

“**Working Hour**” means an hour between 0900 hours and 1700 hours on a Working Day.

- 1.2. The interpretation and construction of the Contract is subject to the following provisions:
 - 1.2.1. words importing the singular meaning include, where the context so admits, the plural and vice versa;
 - 1.2.2. words importing the masculine include the feminine and neuter;
 - 1.2.3. reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - 1.2.4. references to any statute, enactment, order, regulation or other similar instrument are construed as a reference to the instrument as amended by any subsequent instrument or re-enacted;
 - 1.2.5. references to any person 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;
 - 1.2.6. reference to “expiry or termination” of the Contract includes the making of a Judicial Order;
 - 1.2.7. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
 - 1.2.8. headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract.

2. Condition Precedent: Requirement for a Parent Company Guarantee

- 2.1. It shall be a condition of this Contract that, if required by the Purchaser, the Service Provider shall deliver a validly executed parent company guarantee in the form set out in Schedule 5.8 to this Contract. The rights and obligations of the Parties shall have no force or effect unless the parent company guarantee has been properly executed and delivered to the Purchaser. The parties acknowledge that if this condition has not been fulfilled any performance of this Contract by the Contractor shall be at the risk of the Contractor and the Purchaser shall not be liable for and the Contractor irrevocably waives any entitlement to payment of any fees, expenses or other payments in relation to such performance. Where the Contractor has failed to fulfil this condition within 14 days of the date of last subscription of the Contract the Purchaser shall have the right to terminate the Contract by notice in writing to the Contractor.

3. Nature of the Contract

- 3.1. The Contract is a public services contract within the meaning of regulation 2(1) of the Public Contracts (Scotland) Regulations 2012.
- 3.2. The Contractor acknowledges, with the exception of duration contracts, that it is not the exclusive Contractor of the Services to the Purchaser and as such no guarantee of work or volume of work has been granted by the Purchaser.

4. Period

- 4.1. The period of the Contract is from and including 01/06/2021 to and including 30/11/2021, unless it is terminated earlier or extended under clause 4.2. The period of a Call-off Contract for a

“Single Order” or a “Duration Contract” to cover one or more Orders may continue notwithstanding that the Framework Agreement has expired or terminated.

5. Break

- 5.1. The Purchaser may terminate all or part of the service at any time by giving not less than 3 months' notice to the Contractor.

6. Specification and Service Levels

- 6.1. The Contractor must comply with the Specification. In particular, the Contractor must meet or exceed the Service Levels.

7. Pricing Schedule

- 7.1. The Pricing Schedule at Schedule 5.2 sets out details of the pricing of the Services.
- 7.2. The prices in the Pricing Schedule may be varied in accordance with the arrangements set out in the Pricing Schedule.
- 7.3. Accordingly, the Contractor may not unilaterally increase the prices in the Pricing Schedule. But nothing in the Contract prevents the Contractor from improving on the prices in the Pricing Schedule for the purposes of a particular Order.

8. Ordering Procedures and Management Arrangements

- 8.1. The Ordering Procedures may be invoked by the Purchaser at any time during the period of the Contract.
- 8.2. The Parties must comply with the Ordering Procedures.
- 8.3. The Contractor must maintain the capacity to supply the Services throughout the period of the Contract.
- 8.4. The Parties must comply with the Management Arrangements.

SECTION B: MISCELLANEOUS PROVISIONS INCLUDING THOSE RELATING TO PRICE, PAYMENT AND INFORMATION

9. Contractor's Status

- 9.1. At all times during the period the Contractor is an independent Contractor and nothing in the Contract establishes a contract of employment, a relationship of agency or partnership or a joint venture between the Parties or between the Purchaser and any Contractor Representative. Accordingly, neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

10. Notices

- 10.1. Any notice or other communication which is to be given by a Party to the other under the Contract must be:
 - 10.1.1. given in writing;
 - 10.1.2. addressed in accordance with clause 10.3; and
 - 10.1.3. sent by letter (delivered by hand, first class post or by recorded delivery or special delivery), fax or e-mail.

- 10.2. Provided the relevant communication is not returned or rejected as undelivered, the notice or communication is deemed to have been given:
- 10.2.1. 2 Working Days after the day on which the letter was posted; or
 - 10.2.2. 4 Working Hours after the communication was sent, in the case of fax or email.
- 10.3. For the purposes of this clause, the address of each Party is:
- 10.3.1. For the Purchaser:
For the attention of: Alistair MacVicar
Tel: 01546 604038
E-mail: Alistair.Macvicar2@argyll-bute.gov.uk
 - 10.3.2. For the Contractor:
Stand
29 St. Vincent Place
G1 2DT
For the attention of: Maggie Croft
Tel: 0141 222 2999
Fax: 0141 222 2999
E-mail: MaggieC@stand-united.co.uk
- 10.4. Either Party may change its address details by serving a notice in accordance with this clause.
- 10.5. Notices under clause 57 (Termination on Insolvency and Change of Control) may be sent to the Purchaser's trustee, receiver, liquidator or administrator, as appropriate.

11. Price

- 11.1. In consideration of the Contractor's performance of its obligations relating to an Order, the Purchaser must pay:
- 11.1.1. the price due in accordance with the Pricing Schedule and the Ordering Procedures; and
 - 11.1.2. a sum equal to the value added tax chargeable at the prevailing rate.
- 11.2. The Contractor may not suspend the provision of services if it considers that the Purchaser has failed to pay the price due.

12. Payment and Invoicing

- 12.1. The Purchaser must pay all sums due to the Contractor within 30 days of receipt of a valid invoice.
- 12.2. The Contractor must render invoices at the end of each agreed stage of the project.
- 12.3. The Contractor must ensure that each invoice contains appropriate Contract and Order references and a detailed breakdown of the Services provided. The Contractor must supply such other documentation reasonably required by the Purchaser to substantiate any invoice.
- 12.4. Value added tax, where applicable, must be shown separately on all invoices as a strictly net extra charge.
- 12.5. Where any Service Credits have been credited to the Purchaser they must be applied against the next invoice rendered by the Service Provider. Where no invoice is due or likely to be rendered for a period exceeding 2 months, the Service Provider must promptly issue a credit note and pay the credited sum to the Purchaser within 30 days of issue.»

12.6. Interest is payable on the late payment of any undisputed sums of money in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. In the case of sums due by the Purchaser, the sums referred to in this clause must be properly invoiced by the Contractor.

13. Recovery of Sums Due

13.1. Wherever under the Contract any sum of money is recoverable from or payable by the Contractor to the Purchaser, the Purchaser may deduct that sum from any sum due to the Contractor whether under the Contract or otherwise.

13.2. The Contractor must make any payments due to the Purchaser without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Purchaser to the Contractor.

14. Data Protection Act

14.1 The Contractor acknowledges that Personal Data described in the scope of Schedule 5.9 (Data Protection) will be processed in connection with the Services under this Contract. For the purposes of any such Processing, Parties agree that the Contractor acts as the Data Processor and the Purchaser acts as the Data Controller.

14.2 Both Parties agree to negotiate in good faith any such amendments to this Framework Agreement that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this Clause (14) are without prejudice to any obligations and duties imposed directly on the Contractor under Data Protection Laws and the Contractor hereby agrees to comply with those obligations and duties.

14.3 The Contractor will, in conjunction with the Purchaser and in its own right and in respect of the Services, make all necessary preparations to ensure it will be compliant with Data Protection Laws.

14.4 The Contractor will provide the Purchaser with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.

14.5 The Contractor must:

14.5.1 agree and comply with the terms of the data processing provisions set out in Schedule 5.9 (Data Protection);

14.5.2 process Personal Data only as necessary in accordance with obligations under the Contract and any written instructions given by the Purchaser (which may be specific or of a general nature), including with regard to transfers of Personal Data outside the European Economic Area unless required to do so by European Union or Member state law or Regulatory Body to which the Contractor is subject; in which case the Contractor must inform the Purchaser of that legal requirement before processing unless prohibited by that law the Personal Data only to the extent, and in such manner as is necessary for the performance of the Contractor's obligations under this Contract or as is required by the Law;

14.5.3 subject to Clause 14.5.2 only process or otherwise transfer any Personal Data in or to any country outside the European Economic Area with the Purchaser's prior written consent;

14.5.4 take all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that the Contractor Personnel:

(a) are aware of and comply with the Contractor's duties under this Clause;

- (b) are subject to appropriate confidentiality undertakings with the Contractor or the relevant Sub-contractor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Purchaser or as otherwise permitted by this Contract; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
- 14.5.5 implement appropriate technical and organisational measures including those set out in Schedule 5.9 (Data Protection) and in accordance with Article 32 of the GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.;
- 14.6 The Contractor shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the Purchaser. In the case of general written authorisation, the Contractor must inform the Purchaser of any intended changes concerning the addition or replacement of any other sub-contractor and give the Purchaser an opportunity to object to such changes.
- 14.7 If the Contractor engages a sub-contractor for carrying out processing activities on behalf of the Purchaser, the Contractor must ensure that same data protection obligations as set out in this Contract are imposed on the sub-contractor by way of a written and legally binding contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Contractor shall remain fully liable to the Purchaser for the performance of the sub-contractor's performance of the obligations.
- 14.8 The Contractor must provide to the Purchaser reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12-23, including any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of the Data as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Data Controller from time to time.
- 14.9 Taking into account the nature of the Processing and the information available, the Contractor must assist the Purchaser in complying with the Purchaser's obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the GDPR. These obligations include:
- (a) ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
 - (b) notifying a Personal Data breach to the Purchaser without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;
 - (c) assisting the Purchaser with communication of a personal data breach to a Data Subject;
 - (d) supporting the Purchaser with preparation of a data protection impact assessment;
 - (e) supporting the Purchaser with regard to prior consultation of the Supervisory Authority.
- 14.10 At the end of the provision of Services relating to processing the Contractor must, on written instruction of the Purchaser, delete or return to the Purchaser all Personal Data and delete existing copies unless EU or Member State law requires storage of the Personal Data.

- 14.11 The Contractor must
- (a) provide such information as is necessary to enable the Purchaser to satisfy itself of the Contractor's compliance with this Clause 14;
 - (b) allow the Purchaser, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this Clause 14 and contribute as is reasonable to those audits and inspections;
 - (c) inform the Purchaser if in its opinion an instruction from the Purchaser infringes any obligation under Data Protection Laws.
- 14.12 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under Clause 14.14 with minimum disruption to the Contractor's day to day business.
- 14.13 The Contractor must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Purchaser containing the information set out in Article 30(2) of the GDPR.
- 14.14 If requested, the Contractor must make such records referred to clause 14.13 available to the Supervisory Authority on request and co-operate with the Supervisory Authority in the performance of its tasks.
- 14.15 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Authority publishes an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Contractor should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of payment) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

15. Freedom of Information

- 15.1. The Contractor acknowledges that the Purchaser is subject to the requirements of FOISA and the Environmental Information Regulations and undertakes to assist and cooperate with the Purchaser to enable the Purchaser to comply with FOISA and the Environmental Information Regulations.
- 15.2. If the Contractor receives a Request for Information the Contractor must promptly respond to the applicant. Where the Request for Information appears to be directed to information held by the Purchaser, the Contractor must promptly inform the applicant in writing that the Request for Information can be directed to the Purchaser.
- 15.3. Where the Purchaser receives a Request for Information concerning the Contract, the Purchaser is responsible for determining at its absolute discretion whether information requested is to be disclosed to the applicant or whether the information requested is exempt from disclosure in accordance with FOISA or the Environmental Information Regulations.
- 15.4. The Contractor acknowledges that the Purchaser may, acting in accordance with the Purchaser's Code of Practice on the Discharge of Functions of Public Authorities issued under section 60 of FOISA (as may be issued and revised from time to time), be obliged under FOISA or the Environmental Information Regulations to disclose information requested concerning the Contractor or the Contract:
- 15.4.1. in certain circumstances without consulting the Contractor, or
 - 15.4.2. following consultation with the Contractor and having taken its views into account.
- 15.5. Where clause 15.4.1 applies the Purchaser must take reasonable steps, where practicable, to give the Contractor advance notice of the fact of disclosure or, failing that, draw the fact of disclosure to the attention of the Contractor after such disclosure.

15.6. «Where a Request for Information concerns Contractor Sensitive Information specified in Schedule 5.7 (having regard to the justifications and durations set out there), the Purchaser must take reasonable steps, where practicable, to consult with the Contractor before disclosing it pursuant to a Request for Information.»

16. Purchaser Protected Information

16.1. The Contractor must:

16.1.1. treat all Purchaser Protected Information as confidential and safeguard it accordingly, implementing appropriate technical and organisational measures to protect Purchaser Protected Information against disclosure;

16.1.2. only use the Purchaser Protected Information for the purposes of performing its obligations under the Contract;

16.1.3. only disclose the Purchaser Protected Information to such Contractor Representatives that are directly involved in the performance of the Contract and need to know the information; and

16.1.4. not disclose any Purchaser Protected Information without the prior written consent of the Purchaser.

16.2. The Contractor must immediately notify the Purchaser of any breach of security concerning the Purchaser Protected Information. The Contractor must fully co-operate with the Purchaser in any investigation that the Purchaser considers necessary to undertake as a result of any such breach of security.

16.3. Clause 16.1 does not apply to the extent that:

16.3.1. disclosure is required by law or by order of any competent court or tribunal;

16.3.2. information is in the possession of the Contractor without restriction as to its disclosure prior to its disclosure by the Purchaser;

16.3.3. information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;

16.3.4. information is already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

16.3.5. information is independently developed without access to the Purchaser Protected Information.

16.4. Breach of this clause or the Official Secrets Acts 1911 to 1989 by the Contractor is a material breach for the purposes of clause 56.1.3 (Termination on Default).

17. Contractor Sensitive Information

17.1. The Purchaser must:

17.1.1. treat all Contractor Sensitive Information as confidential and safeguard it accordingly; and

17.1.2. not disclose any Contractor Sensitive Information to any other person without the prior written consent of the Contractor.

17.2. Clause 17.1 does not apply to the extent that:

17.2.1. disclosure is required by law or by order of any competent court or tribunal;

- 17.2.2. information is in the possession of the Purchaser without restriction as to its disclosure prior to its disclosure by the Contractor;
 - 17.2.3. information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 17.2.4. information is already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 17.2.5. information is independently developed without access to the Contractor Sensitive Information.
- 17.3. Nothing in this Contract prevents the Purchaser from disclosing any Contractor Sensitive Information or any other information concerning the Contractor or the Contract:
- 17.3.1. pursuant to a Request for Information concerning the information (see clause 15 (Freedom of Information));
 - 17.3.2. in accordance with the Purchaser's publication scheme (within the meaning of section 23 of FOISA) as reviewed from time to time;
 - 17.3.3. in accordance with the requirements of Part 3 of the Public Services Reform (Scotland) Act 2010;
 - 17.3.4. in accordance with any future policies of the Purchaser concerning the routine disclosure of government information in the interests of transparency;
 - 17.3.5. to any consultant, Contractor or other person engaged by the Purchaser, for example to conduct a gateway review;
 - 17.3.6. in response to a Parliamentary Question from a Member of the Scottish Parliament , a member of the United Kingdom Parliament, or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom, and their servants or agents, and when disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Purchaser shall if the Purchaser sees fit disclose such information but is unable to impose any restrictions upon the information that the Purchaser provides to Members of the Scottish Parliament or Members of the United Kingdom Parliament;
 - 17.3.7. in response to any inquiry of the European Commission concerning the Contract; or
 - 17.3.8. for the purpose of any examination by any auditors of the Purchaser (including Audit Scotland, the Auditor General for Scotland and the Scottish Parliament) of the economy, efficiency and effectiveness with which the Contractor has used its resources.
- 17.4. The Contractor consents to the publication of the Contract by the Purchaser, subject to such redactions as the Purchaser may decide to make. The Purchaser may consult with the Contractor to inform its decisions concerning redaction (for example to exclude any Contractor Sensitive Information) but any decisions taken by the Purchaser are final and conclusive.

18. Audit

- 18.1 The Contractor must retain and maintain until 5 years after the end of the Contract period full and accurate records of the Contract including the Orders placed, the Services provided and payments made and reimbursed under it.

18.2 The Contractor must on request, and without any charge to the Purchaser, afford the Purchaser, or the Purchaser's representatives, such access to those records as may reasonably be requested by the Purchaser in connection with the Contract.

OR

18. Audit and Records Management

18.1 In this Clause 18, the following terms have the following meanings:-

18.1.1 The 'Act' means the Public Records (Scotland) Act 2011;

18.1.2 'Records Management Plan' means the plan prepared by the Purchaser and approved by the Keeper of the Records of Scotland under section 1 of the Act;

18.2 The Service Provider must retain and maintain until 5 years after the end of the Contract period full and accurate records of the Contract including the Orders placed, the Services provided and payments made and reimbursed under it.

18.3 The Service Provider must on request, and without any charge to the Purchaser, afford the Purchaser, or the Purchaser's representatives, such access to those records as may reasonably be requested by the Purchaser in connection with the Contract.

18.4 The Service Provider shall, for the duration of the Contract, provide the Purchaser with all assistance requested by the Purchaser acting reasonably to assist the Purchaser in complying with its obligations under the Act and with the Purchaser's Records Management Plan where such compliance is in respect of records created or to be created by the Service Provider on behalf of the Purchaser in terms of this Contract. This assistance will be at no cost to the Purchaser.

18.5 At the end of the Contract, the Service Provider shall transfer the records in question to the Purchaser, such transfer to include full ownership of the records including all Intellectual Property Rights in relation thereto. The transfer shall be at no cost to the Purchaser. The Service Provider shall ensure that all relevant information reasonably required to locate individual items within the records, including metadata and database schema, are also offered to the Purchaser on the same terms.

18.6 If the Service Provider shall become bankrupt (whether voluntarily or compulsorily), unable to pay its debts, insolvent or make arrangements with its creditors or if any resolution is adopted for the winding up of any party, or if a receiver, administrator or administrative receiver is appointed over the whole or any part of its assets or if either party goes into liquidation (whether voluntarily or compulsorily), otherwise than for the purposes of amalgamation or reconstruction or any form of execution levied upon its assets, then immediately upon the occurrence of any of these events, the records which would, in terms of clause 18.5 fall to be offered to the Purchaser shall be deemed to be held on trust by the Service Provider on behalf of the Purchaser. The Service Provider shall thereafter, if and when so required by the Purchaser, transfer the records in question to the Purchaser, such transfer to be on the same terms as would apply to a transfer made in terms of clause 18.5.]

19 Publicity

19.1 The Contractor must not make any press announcement or otherwise publicise the Contract in any way, except with the written consent of the Purchaser.

SECTION C: PROVISION OF SERVICES

20 Provision of the Services

20.1. The Contractor must provide the Services:

- 20.1.1 in accordance with the Specification, the Service Levels and the Ordering Procedures;
 - 20.1.2. in accordance with the particular requirements of each Order; and
 - 20.1.3. to the satisfaction of the Purchaser acting reasonably.
- 20.2 The Contractor acknowledges that the Purchaser relies on the skill, care, diligence and judgment of the Contractor in the supply of the Services and the performance of its obligations under the Contract.
- 20.3 For each Order for the provision of services, subject to any contrary requirements of the Purchaser communicated in accordance with the Ordering Procedures, the provisions of this Section C apply.
- 20.4 The period for any Order agreed in accordance with the Ordering Procedures may be brought to an earlier end upon 3 months' notice by the Purchaser.

21 Deliverables and Milestones

- 21.1. The Contractor must provide the Services, including any Deliverables:
- 21.1.1. at the date(s), time(s) and location(s) required by the Purchaser; and
 - 21.1.2. in good time to meet any Milestones required by the Purchaser.
- 21.2. When the Contractor believes acting reasonably that it has provided any Deliverable or completed any Milestone in accordance with the Contract it must notify the Purchaser.
- 21.3. The Purchaser may thereafter by notice to the Contractor:
- 21.3.1. accept the provision of the Deliverable or the completion of the Milestone (as appropriate), having regard to any acceptance criteria communicated in accordance with the Ordering Procedures; or
 - 21.3.2. providing reasons, reject the provision of the Deliverable or the completion of the Milestone.
- 21.4 Where the Purchaser rejects the completion of a Milestone or provision of a Deliverable Services in accordance with clause 21.3.2, the Contractor must at its expense immediately rectify or remedy any defects and/or delays.
- 21.5. Risk and ownership in any Deliverables that are corporeal moveables and in any physical media in which any Deliverables are delivered vests in the Purchaser upon acceptance in accordance with this clause.
- 21.6. Whether the defect or delay is due to the Purchaser or not, the Contractor shall deploy all additional resources to address the consequences of the default or delay. Where such default or delay is solely due to the Purchaser, any additional costs in respect of the said additional resources shall be agreed between the parties both acting reasonably.

SECTION D: STAFF INVOLVED IN THE PROVISION OF SERVICES

22. Key Individuals

- 22.1. The Contractor acknowledges that the Key Individuals are essential to the proper provision of the Services to the Purchaser.
- 22.2. The Key Individuals must not be released from providing the Services without the approval of the Purchaser, except by reason of long-term sickness, maternity, paternity, adoption or parental leave, termination of employment or equivalent extenuating circumstances. Where

such extenuating circumstances arise or are foreseeable, the Contractor must immediately give notice of that fact to the Purchaser.

22.3. The Contractor may propose a replacement to a Key Individual (and must do so when a Key Individual is to be released from providing the Services), in which case:

22.3.1. appropriate arrangements must be made to minimise any adverse impact on the Contract which could be caused by the change in Key Individuals (including, wherever possible, a transfer period of sufficient duration to allow for the transfer of know-how and skills); and

22.3.2. the replacement must be of at least equal status and of equivalent qualifications, experience, training and skills to the Key Individual being replaced and must be fully competent to carry out the responsibilities of that person in relation to the Services.

22.4. Any proposed replacement to a Key Individual is subject to the approval of the Purchaser. Subject to the Contractor's compliance with this clause, the Purchaser must not unreasonably withhold such approval.

23. Offers of Employment

23.1. For the duration of the Contract and for a period of 12 months thereafter the Contractor must not employ or offer employment to any of the Purchaser's employees who have been associated with the Contract and/or the contract management of the Contract without the Purchaser's prior approval.

23.2. This clause does not prevent the Contractor from employing or offering employment to any person who has applied for employment in response to an advertisement placed in the normal course of business and not placed with the objective of soliciting the Purchaser's employees.

24. Staff transfer at commencement

24.1 The Parties agree that the commencement of the provision of the Services by the Contractor does not involve a Relevant Transfer.

25. Information about Contractor Employees

25.1. The Purchaser may by notice require the Contractor to disclose such information as the Purchaser may require relating to those of the Contractor's employees carrying out activities under or connected with the Framework Agreement.

25.2. The Contractor must disclose by notice all such information as is required by the Purchaser under clause 25.1, within such reasonable period specified by the Purchaser. The Service Provider acknowledges that the Data Protection Laws do not prevent the disclosure of anonymised data that is not personal data within the meaning of that Act.

25.3. The Contractor consents to the disclosure by the Purchaser of all information provided by the Contractor under this clause to other Contractors that the Purchaser may invite to tender or appoint for services to be provided in substitution for the Services.

26. Staff transfer on expiry or termination

26.1. The Parties agree that the ceasing of the provision of the Services by the Contractor does not involve a Relevant Transfer.

27. Security

- 27.1. The Contractor must comply with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and such modifications to those policies or replacement policies as are notified to the Contractor from time to time.
- 27.2. The Contractor must notify the Purchaser of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.

SECTION E: PROVISIONS RELATING TO INTELLECTUAL PROPERTY AND GOVERNANCE

28. Parties' pre-existing Intellectual Property Rights

- 28.1 Except as expressly provided for in the Contract, neither Party acquires any interest in or license to use the other Party's Intellectual Property Rights as they subsist at the Commencement Date or as developed independently of the Contract.

29. Specially Created Intellectual Property Rights

- 29.1. All Intellectual Property Rights in Deliverables and any reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material prepared by or for the Contractor on behalf of the Purchaser for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract belong to the Purchaser.
- 29.2. The Contractor assigns to the Purchaser, with full title guarantee, all Intellectual Property Rights which may subsist in the materials referred to in clause 29.1. This assignment takes effect on the Commencement Date or as an assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor must execute all documentation necessary to effect this assignment.

30. Licences of Intellectual Property Rights

- 30.1. The Contractor grants to the Purchaser a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed prior to the Commencement Date and which the Purchaser reasonably requires in order to enjoy the benefit of the Services.
- 30.2. The Contractor must ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Purchaser a royalty-free, irrevocable and non-exclusive licence or, if itself a licensee of those rights, grants to the Purchaser an authorised and equivalently wide sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights. Such licence or sub-licence must be non-exclusive, perpetual, royalty free and irrevocable.

31. Claims relating to Intellectual Property Rights

- 31.1 The Contractor must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under the Contract and must ensure that the provision of the Services and the use or possession of the Deliverables does not infringe such Intellectual Property Rights.
- 31.2 The Contractor must promptly notify the Purchaser if any claim or demand is made or action brought against the Contractor for infringement or alleged infringement of any Intellectual

Property Right which may affect the use or possession of the Deliverables or which may affect the provision of the Services.

31.3 Where a claim to which this clause applies is made, the Contractor must, at its expense, use its best endeavours to:

31.3.1. modify the Services or Deliverables or substitute alternative Services or Deliverables (in any case without reducing performance or functionality) so as to avoid the infringement or alleged infringement of the Intellectual Property Rights; or

31.3.2. procure the grant of a licence or licences from the pursuer, claimant or complainer, on terms acceptable to the Purchaser, so as to avoid the infringement or alleged infringement of the Intellectual Property Rights of the pursuer, claimant or complainer.

31.4. The Contractor must not without the consent of the Purchaser make any admissions which may be prejudicial to the defence or settlement of any claim to which this clause applies.

32. Assignment

32.1. The Contractor may not assign its interest in the Contract or any part of it without the prior written consent of the Purchaser.

32.2. Notwithstanding clause 32.1, the Contractor may assign to another person (an "Assignee") the right to receive the price due to the Contractor under the Contract subject to:

32.2.1 deduction of sums in respect of which the Purchaser exercises its right of recovery under clause 13 (Recovery of Sums Due); and

32.2.2 all the related rights of the Purchaser under the Contract in relation to the recovery of sums due but unpaid.

32.3. The Contractor must notify or ensure that any Assignee notifies the Purchaser of any variations to the arrangements for making payments or for handling invoices, in each case in good time to enable the Purchaser to redirect payments or invoices accordingly. In the absence of such notification the Purchaser is under no obligation to vary its arrangements for making payments or for handling invoices.

32.4 Subject to clause 32.6, the Purchaser may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

(a) any Contracting Authority; or

(b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Purchaser; or

(c) any private sector body which substantially performs the functions of the Purchaser,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

32.5 Any change in the legal status of the Purchaser such that it ceases to be a Contracting Authority shall not, subject to clause 32.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Purchaser.

32.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause 32.4 to a body which is not a Contracting Authority or if there is a change

in the legal status of the Purchaser such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "Transferee"):

- (a) the rights of termination of the Purchaser in clauses 56 (Termination on Default) and 57 (Termination on Insolvency and Change of Control) shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

32.7 The Purchaser may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Purchaser shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

33. Change of Control

33.1 The Contractor must notify the Purchaser:

33.1.1 whenever it proposes to undergo a change of Control, or a change of control is likely to occur; and

33.1.2. immediately following a change of Control that has occurred.

34. Sub-Contracting

34.1. «The Purchaser approves the appointment of the sub-contractors specified in Schedule 5.6 (Approved Sub-contractors) in respect of the obligations specified in that Schedule.»

34.2. The Contractor may not sub-contract its obligations under the Contract to other sub-Contractors without the prior written consent of the Purchaser. Sub-contracting of any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Contract. The Contractor shall be responsible for the acts and omissions of its sub-Contractors as though they are its own.

34.3. Where the Contractor enters into a sub-contract the Contractor must ensure that a provision is included which:

34.3.1. requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice as defined by the sub-contract requirements and provides that, where the Purchaser has made payment to the Contractor in respect of Services and the sub-contractor's invoice relates to such Services then, to that extent, the invoice must be treated as valid and, provided the Contractor is not exercising a right of retention or set-off in respect of a breach of contract by the sub-contractor or in respect of a sum otherwise due by the sub-contractor to the Contractor, payment must be made to the sub-contractor without deduction;

34.3.2. notifies the sub-contractor that the sub-contract forms part of a larger contract for the benefit of the Purchaser and that should the sub-contractor have any difficulty in securing the timely payment of an invoice, that matter may be referred by the sub-contractor to the Purchaser;

34.3.3. requires that all contracts with subcontractors and Contractors which the subcontractor intends to procure, and which the subcontractor has not before the date of this Contract, already planned to award to a particular Contractor are advertised through the Public Contracts Scotland procurement portal

(www.publiccontractsscotland.gov.uk) and awarded following a fair, open, transparent and competitive process proportionate to the nature and value of the contract; and

34.3.4. is in the same terms as that set out in this clause 34.3 (including for the avoidance of doubt this clause 34.3.4) subject only to modification to refer to the correct designation of the equivalent party as the Contractor and sub-contractor as the case may be.

34.4. Where requested by the Purchaser, copies of any sub-contract must be sent by the Contractor to the Purchaser as soon as reasonably practicable.

34.5. Where the Contractor proposes to enter into a sub-contract it must:

34.5.1. advertise its intension to do so in at least one trade journal, at least one newspaper circulating in Scotland and the Public Contracts Scotland Portal; and

34.5.2. follow a procedure leading to the selection of the sub-contractor which ensures Reasonable competition following principles of equal treatment, non-discrimination and transparency and which ensures that such procedure is accessible by small and medium enterprises.

35. Amendment

35.1. The Contract may be amended only by the written agreement of both Parties. Accordingly, the Contractor may not unilaterally amend the Contract.

35.2. Clause 7 (Pricing Schedule) makes special provision for the variation of the Pricing Schedule.

SECTION F CONTRACTOR CONDUCT REQUIREMENTS

36. Compliance with the Law etc.

36.1 In providing the Services and otherwise when performing the Contract, the Contractor must comply in all respects with:

36.1.1 all applicable law;

36.1.2 any applicable requirements of regulatory bodies; and

36.1.3 Good Industry Practice.

37. Official Secrets Acts

37.1 The Contractor undertakes to abide and procure that the Contractor's employees abide by the provisions of the Official Secrets Acts 1911 to 1989.

38. Contractor's responsibility for staff etc.

38.1. The Contractor is responsible for the acts and omissions of all Contractor Representatives relating to the Contract as though such acts and omissions are the Contractor's own.

38.2. The Contractor must ensure that all Contractor Representatives:

38.2.1. are appropriately experienced, skilled, qualified and trained;

38.2.2. carry out their activities connected with the Contract faithfully and diligently and with all with due skill, care and diligence; and

38.2.3. obey all lawful and reasonable directions of the Purchaser when carrying out activities under the Contract.

39. Access to the Purchaser's premises

- 39.1 Any access to, or occupation of, the Purchaser's premises which the Purchaser may grant the Contractor from time to time is on a non-exclusive licence basis free of charge. The Contractor must use the Purchaser's premises solely for the purpose of performing its obligations under the Contract and must limit access to the Purchaser's premises to such individuals as are necessary for that purpose.
- 39.2 The Contractor must comply with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and such modifications to those policies or replacement policies as are notified to the Contractor from time to time.
- 39.3 At the Purchaser's written request, the Contractor must provide a list of the names and addresses of all persons who may require admission to the Purchaser's premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Purchaser may reasonably request.
- 39.4 The Contractor must ensure that any individual Contractor Representative entering the Purchaser's premises has completed the process for obtaining Baseline Personnel Security Standard clearance. The Contractor acknowledges that the Purchaser has the right to deny entry to any individual that has not completed the process for obtaining Baseline Personnel Security Standard clearance.
- 39.5 In accordance with the Purchaser's policies concerning visitor access, entry to the Purchaser's premises may be granted to individual Contractor Representatives for the purposes of meetings, notwithstanding that the process for obtaining Baseline Personnel Security Standard clearance has not commenced or completed.
- 39.6 The Purchaser may, by notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Purchaser's premises any Contractor Representative whose admission or continued presence would, in the opinion of the Purchaser acting reasonably, be undesirable.
- 39.7 The Purchaser must provide advice and assistance acting reasonably to the Contractor to facilitate the Contractor's compliance with this clause.
- 39.8 All decisions of the Purchaser under this clause are final and conclusive.

40. Contractor's Equipment

- 40.1 The Contractor must provide all Equipment necessary to perform any required activities on the Purchaser's premises or otherwise necessary for the provision of Services.
- 40.2 But the Contractor must not, without the Purchaser's approval:
 - 40.2.1 bring Equipment onto the Purchaser's premises; or
 - 40.2.2 leave Equipment on the premises.
- 40.3 Any Equipment brought onto the Purchaser's premises:
 - 40.3.1 remains the property of the Contractor; and
 - 40.3.2 is at the Contractor's own risk and the Purchaser has no liability for any loss of or damage to the Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Purchaser's Default.
- 40.4 The Contractor must keep all Equipment brought onto the Purchaser's premises in a safe, serviceable and clean condition. The Purchaser may at any time require the Contractor to remove from the Purchaser's premises any Equipment which in the opinion of the Purchaser acting reasonably is either hazardous, noxious or not in accordance with the Contract and

substitute proper and suitable Equipment at the Contractor's expense as soon as reasonably practicable.

40.5 On completion of any required activities on the Purchaser's premises or at the end of a Working Day (as appropriate), the Contractor must at its own expense:

40.5.1 remove all Equipment; and

40.5.2 leave the premises in a clean, safe and tidy condition, clearing away all rubbish arising out of the Contractor's activities.

40.5.3 The Contractor is solely responsible for making good any damage to the Purchaser's premises or any objects contained therein, other than wear and tear, which is caused by the Contractor.

41. Purchaser Property

41.1 Where the Purchaser issues Purchaser Property to the Contractor, the Purchaser Property remains at all times the property of the Purchaser.

41.2 The Contractor undertakes the safe custody of the Purchaser Property and to that end must:

41.2.1 keep the Purchaser Property in good order and condition (excluding wear and tear);

41.2.2 comply with any particular security requirements communicated to the Purchaser in relation to the Purchaser Property;

41.2.3 use any Purchaser Property solely in connection with the Contract and for no other purpose; and

41.2.4 store the Purchaser Property separately and ensure that it is clearly identifiable as belonging to the Purchaser.

41.3 The Purchaser Property is deemed for the purposes of clause 41.2.1 to be in good order and condition when received by the Contractor unless the Contractor notifies the Purchaser otherwise within 5 Working Days of receipt.

41.4 The Contractor must not:

41.4.1 modify or replace the Purchaser Property;

41.4.2 use the Purchaser Property as security for a loan or other obligation;

41.4.3 sell, or attempt to sell or part with possession of the Purchaser Property; or

41.4.4 allow anyone to obtain a lien over, or right to retain, the Purchaser Property.

41.5 The Contractor licences the Purchaser to enter any premises of the Contractor during Working Hours on reasonable notice to recover any Purchaser Property.

41.6 The Contractor undertakes the due return of the Purchaser Property and as such is liable for all loss of, or damage to, the Purchaser Property (excluding wear and tear), unless such loss or damage was caused or contributed to by the Purchaser's Default. The Contractor must notify the Purchaser promptly and, in any event within 2 Working Days, upon becoming aware of any defects appearing in or losses or damage occurring to the Purchaser Property.

42. Health and Safety etc.

- 42.1 While on the Purchaser's premises, the Contractor must comply with the Purchaser's policies concerning health and safety and fire and such modifications to those policies or replacement policies as are notified to the Contractor from time to time.
- 42.2 The Contractor must immediately inform the Purchaser in the event of any incident occurring in the performance of its obligations under the Contract on the Purchaser's premises where that incident causes any personal injury or damage to property which could give rise to personal injury. The Contractor must then promptly notify the Purchaser of that fact.
- 42.3 The Purchaser must promptly notify the Contractor of any health and safety hazards which may exist or arise at the Purchaser's premises and which may affect the Contractor in the performance of its obligations under the Contract.
- 42.4 The Contractor must promptly make available its statutory health and safety policy statement to the Purchaser on request.

43. Offences

- 43.1 The Contractor must not commit or attempt to commit any offence:
 - 43.1.1 under the Bribery Act 2010;
 - 43.1.2 of fraud, uttering, or embezzlement at common law; or
 - 43.1.3 of any other kind referred to in regulation 23(1) of the Public Contracts (Scotland) Regulations 2012.
- 43.2 Breach of clause 43.1 is a material breach for the purposes of clause 56.1.3 (Termination on Default).

44. Tax Arrangements

- 44.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 44.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 44.3 The Purchaser may, at any time during the term of this contract, request the Service Provider to provide information which demonstrates how the Contractor complies with sub-clauses 44.1 and 44.2 above or why those clauses do not apply to it.
- 44.4 A request under sub-clause 44.3 above may specify the information which the Service Provider must provide and the period within which that information must be provided.
- 44.5 The Purchaser may supply any information which it receives under clause 44 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 44.6 The Contractor shall take all reasonable steps to ensure the observance of the provisions of this clause 44 by all of their servants, employees, agents, consultants and sub-contractors.
- 44.7 Where the Contractor enters into any contract with any of its servants, employees, agents, consultants and/or sub-contractors, the Contractor must ensure that a provision is included

which is in the same terms as this clause 44 subject only to modification to refer to the correct designation of the equivalent party as the Contractor.

45. Discrimination

45.1 The Contractor must not unlawfully discriminate against any person within the meaning of the Equality Act 2010 in its activities relating to the Contract or any other contract with the Purchaser.

46. Blacklisting

46.1 The Contractor must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities. Breach of this clause is a material default which shall entitle the Purchaser to terminate the Contract.

47. Conflicts of interest

47.1. The Contractor must take appropriate steps to ensure that the Purchaser is not placed in a position where, in the reasonable opinion of the Purchaser, there is an actual or potential conflict between the interests of the Contractor and the duties owed to the Purchaser under the Contract.

47.2. The Contractor must disclose by notice to the Purchaser full particulars of any actual or potential conflict of interest which may arise and must take such steps as are necessary to avoid or remove the conflict of interest.

47.3. Breach of this clause by the Contractor is a material breach for the purposes of clause 56.1.3 (Termination on Default).

SECTION G FINAL PROVISIONS

48. Warranties and Representations

The Contractor warrants and represents that:

48.1. It has full capacity and Purchaser and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised individual;

48.2. In entering the Contract it has not committed any offence under the Bribery Act 2010 or of fraud or uttering at common law or any other kind referred to in the Public Contracts (Scotland) Regulations 2012;

48.3. It has not committed any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or committed any breach of the Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities;

48.4. As at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract;

48.5. No claim is being asserted and no litigation, alternative dispute resolution procedure or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

- 48.6. It is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 48.7. No proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 48.8. It owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 48.9. In the 3 years prior to the Commencement Date:
- 48.9.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - 48.9.2. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;
- 48.10. It has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- 48.11. It has made appropriate inquiries (for example as regards the Purchaser's premises) so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract;
- 48.12. It is familiar with the Purchaser's policies concerning Baseline Personnel Security Standard clearance and health and safety and fire as they apply at the Commencement Date;
- 48.13. It has in place appropriate technical and organisational measures to safeguard any Purchaser Protected Information provided by the Purchaser;
- 48.14. There are no actual or potential conflicts between the interests of the Contractor and the duties owed to the Purchaser under the Contract, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract; and
- 48.15. It is deemed to have inspected any premises at which the services are to be performed as set out in the Specification (the 'Premises') before tendering so as to have understood the nature and extent of the Services to be carried out and is deemed to be satisfied in relation to all matters connected with the Services and the Premises.

49. General Indemnity

- 49.1 The Contractor shall indemnify the Purchaser against all claims, proceedings, actions, damages, costs, charges, expenses and any other liabilities which may arise out of, or in consequence of, any Default of the Contractor.
- 49.2 The Purchaser shall indemnify the Contractor in respect of all claims, proceedings, actions, damages, fines, costs, expenses or other liabilities which may arise out of, or in consequence of, a breach of Data Protection Laws where the Contractor has acted in accordance with the Purchaser's written instructions.

50. Limitation of Liability

- 50.1. Neither Party is liable to the other Party under the Contract for any:
- 50.1.1. loss of profits, business, revenue or goodwill; or
 - 50.1.2. indirect or consequential loss or damage.

- 50.2. But clause 50.1 does not exclude any liability of the Contractor for additional operational, administrative costs or expenses or wasted expenditure resulting from the direct Default of the Contractor.
- 50.3. The liability of either Party under the Contract for Defaults is limited to £1,000,000 per incident, or such greater/other sum as may be agreed with the Framework Public Body.
- 50.4. But neither Party excludes or limits liability to the other Party for:
- 50.4.1. death or personal injury caused by its negligence;
 - 50.4.2. misrepresentation; or
 - 50.4.3. any breach of any obligations implied by section 12 of the Sale of Services Act 1979 or sections 2 or 11B of the Provision of services and Services Act 1982.
 - 50.4.4. any breach of any obligations under the Data Protection Laws.

51. Insurances

- 51.1. The Contractor must effect and maintain with a reputable insurance company:
- 51.1.1. public liability insurance in the sum of not less than £1,000,000 per incident, or such greater/other sum as may be agreed with the Framework Public Body; and
 - 51.1.2. professional indemnity insurance in the sum of not less than £1,000,000 per incident, or such greater/other sum as may be agreed with the Framework Public Body.
- 51.2. Such insurance must be maintained for the duration of the Contract and for a minimum of 5 years following the expiry or termination of the Contract.
- 51.3. The Contractor must give the Purchaser, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

52. Force Majeure

- 52.1. Neither Party is liable to the other Party for any delay in performing, or other failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Nonetheless, each Party must use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 3 months, either Party may terminate the Contract with immediate effect by notice.
- 52.2. Any delay or other failure by the Contractor in performing its obligations under the Contract which results from any failure or delay by a Contractor Representative is only to be regarded as due to Force Majeure if that Contractor Representative is itself impeded by Force Majeure from complying with an obligation to the Contractor.
- 52.3. If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any delay or failure on its part as described in clause 51.1, it must immediately notify the other Party of the Force Majeure and the estimated period for which the failure or delay is to continue.
- 52.4. The only events that afford relief from liability for failure or delay under the Contract are Force Majeure events.

53. Dispute Resolution

53.1. The Parties must attempt in good faith to resolve any dispute between them arising out of or in connection with the Contract.

53.2. Any dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, which cannot be resolved in accordance with the Management Arrangements, shall be determined by the appointment of a single arbitrator to be agreed between the Parties, and failing agreement within 14 days after either Party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either Party. The seat of the arbitration shall be in Scotland. The language used in the arbitral proceedings shall be English.

53.3. Any arbitration under clause 53.2 is subject to the Arbitration (Scotland) Act 2010.

54. Severability

54.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision is severed and the remainder of the provisions of the Contract continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

55. Waiver and Cumulative Remedies

55.1. Any failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy does not constitute a waiver of that right or remedy and does not cause a diminution of the obligations established by the Contract.

55.2. Accordingly, no waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 10 (notices).

55.3. A waiver of any Default is not a waiver of any subsequent Default.

55.4. The rights and remedies provided by the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy is not to be deemed an election of such remedy to the exclusion of other remedies.

56. Termination on Default

56.1. The Purchaser may terminate the Contract by notice to the Contractor with immediate effect if the Contractor commits a Default and if:

56.1.1. the Contractor has not remedied the Default to the satisfaction of the Purchaser within 20 Working Days, or such other period as may be specified by the Purchaser, after issue of a notice specifying the Default and requesting it to be remedied;

56.1.2. the Default is not in the opinion of the Purchaser, capable of remedy; or

56.1.3. the Default is a material breach of the Contract.

57. Termination on Insolvency and Change of Control

57.1. The Contractor shall notify in writing immediately, and the Purchaser may terminate the Contract with immediate effect by notice, where in respect of the Contractor:

57.1.1. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

- 57.1.2. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
 - 57.1.3. a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
 - 57.1.4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - 57.1.5. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
 - 57.1.6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
 - 57.1.7. being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to schedule A1 to the Insolvency Act 1986;
 - 57.1.8. a debt relief order is entered into; or
 - 57.1.9. any event similar to those listed above occurs under the law of any other jurisdiction.
- 57.2. The Purchaser may terminate the Contract by notice with immediate effect within 6 months of:
- 57.2.1. being notified that a change of Control has occurred in accordance with clause 32.2 (Change of Control); or
 - 57.2.2. where no such notification has been given, the date that the Purchaser becomes aware of the change of control.
- 57.3. But the Purchaser may not terminate the Contract under clause 57.2 where approval of the change of control has been granted by notice by the Purchaser.

58. Exit Management

- 58.1 The Contractor shall perform its relevant Exit Management obligations as part of the Framework whether applicable on either the expiry or early termination of this Contract
- 58.2 The Contractor agrees that if it breaches (or attempts or threatens to breach) its obligation to provide Exit Management, the Purchaser and their respective Framework Public Body Customers and stakeholders shall be irreparably harmed. In such circumstance, the Contractor agrees that the Purchaser may proceed directly to court notwithstanding anything to the contrary in the dispute resolution procedure outlined in Clause 53 (Dispute Resolution). If a court of competent jurisdiction finds that the Contractor has breached (or attempted or threatened to breach) any such obligation, the Contractor agrees that without any additional findings of irreparable injury, or other conditions to interdict, the Contractor shall not oppose the entry of an appropriate order compelling performance by the Contractor and restraining the Contractor from any further breaches or attempted or threatened breaches of its obligations in relation to Exit Management.
- 58.3 A draft of the Exit Plan shall be produced by the Contractor and supplied to the Purchaser within three (3) months after the Commencement Date and shall include or address the matters specified in Clause 58.4. The Purchaser shall provide to the Contractor the Purchaser's comments on the plan within one (1) month of the Purchaser's receipt of the plan.

The Contractor shall take into account the comments and suggestions of the Purchaser and shall issue the final version of the Exit Plan to the Purchaser within ten (10) Working Days of receipt of the Purchaser's comments.

58.4 The Contractor shall throughout the period of the Contract review, maintain and continuously update the Exit Plan which shall include:

58.4.1 the activities required to enable the Purchaser to re-tender the Purchaser Requirements and/or the provision of the Services;

58.4.2 the activities necessary to support any Replacement Contractor or the Purchaser in carrying out any necessary due diligence relating to all or part of the Services;

58.4.3 details of the Exit Management to be provided by the Contractor prior to the Exit Management Date;

58.4.4 support for the Replacement Contractor or the Purchaser during their preparation of any relevant plan for the transition of the System to the Replacement Contractor or Purchaser, including prior to and during such transition period;

58.4.5 the maintenance of a 'business as usual' environment for the Purchaser during the period when Exit Management obligations are applicable; and

58.4.6 all other necessary activities to support the preparation for, and execution of, a smooth and orderly Exit Management and transfer of all or part of the Services to either a Replacement Contractor or the Purchaser.

58.5 No amendment of the Exit Plan shall be made without prior written consent of the Purchaser.

59. Consequences of Expiry or Termination

59.1. Where the Purchaser terminates the Contract under clause 56 (Termination on Default) and makes other arrangements for the provision of services, the Contractor indemnifies the Purchaser against all costs incurred in making those arrangements.

59.2. Where the Purchaser terminates the Contract under clause 5 (Break), the Purchaser indemnifies the Contractor against any unavoidable losses directly resulting from the termination of the Contract (excluding loss of profit).

59.3. Any indemnity given by the Purchaser under clause 59.2 is subject to the Contractor:

59.3.1. taking all reasonable steps to mitigate its loss;

59.3.2. taking all reasonable steps to recover its losses under any insurance policies held by it; and

59.3.3. submitting a fully itemised and costed list of losses which it seeks to recover from the Purchaser together with supporting evidence.

59.4. Except as provided for in clauses 49 (General Indemnity), 59.1 and 59.2 and the Management Arrangements, no indemnity is given or special payment is to be made by either Party to the other Party on expiry or termination of the Contract.

59.5. On expiry or termination of the Contract the Contractor must:

59.5.1. immediately return to the Purchaser all Purchaser Property and Purchaser Protected Information in its possession; and

59.5.2. destroy or delete any copies of Purchaser Protected Information (whether physical or electronic) in its possession.

59.6. The following provisions survive the expiry or termination of the Contract:

59.6.1.	clause 1	(Definitions and Interpretation);
59.6.2.	clause 13	(Recovery of Sums Due);
59.6.3.	clause 14	(Data Protection Act);
59.6.4.	clause 15	(Freedom of Information);
59.6.5.	clause 16	(Purchaser Protected Information);
59.6.6.	clause 17	(Contractor Sensitive Information);
59.6.7.	clause 18	(Audit and Records Management);
59.6.8.	clause 19	(Publicity);
59.6.9.	clause 23	(Offers of Employment);
59.6.10.	clause 25	(Information about Contractor Employees);
59.6.11.	clause 26	(Staff transfer on expiry or termination);
59.6.12.	clause 28	(Parties' pre-existing Intellectual Property Rights);
59.6.13.	clause 29	(Specially Created Intellectual Property Rights);
59.6.14.	clause 30	(Licences of Intellectual Property Rights);
59.6.15.	clause 31	(Claims relating to Intellectual Property Rights);
59.6.16.	clause 37	(Official Secrets Acts);
59.6.17.	clause 40	(Contractor's Equipment);
59.6.18.	clause 41	(Purchaser Property);
59.6.19.	clause 44	(Tax arrangements);
59.6.20.	clause 48	(Warranties and Representations);
59.6.21.	clause 49	(General Indemnity);
59.6.22.	clause 50	(Limitation of Liability);
59.6.23.	clause 51	(Insurances);
59.6.24.	clause 53	(Dispute Resolution);
59.6.25.	clause 55	(Waiver and Cumulative Remedies);
59.6.26.	clause 59	(Consequences of Expiry or Termination)
59.6.27.	Clause 61	(Governing Law and Jurisdiction).

59.7. Immediately upon termination of the Contract for any reason whatsoever the Contractor shall render such reasonable assistance to the Purchaser or third party nominated by the Purchaser, if requested, as may be necessary to effect an orderly assumption by a replacement Contractor of the Services previously performed by the Contractor under the Contract. The Contractor shall be entitled to charge for such termination services in accordance with the amount of costs, damage and loss incurred or suffered by the Purchaser as a result of the termination which may be recovered by the Purchaser from the Contractor and shall include (but not be restricted to):-

- 59.7.1 any additional operational and administrative costs and expenses incurred by the Purchaser by virtue of such termination of the Contract;
- 59.7.2 the costs and expenses incurred by the Purchaser in providing, or procuring that another body provide, the Contract Services on a temporary basis until the completion of a re-tendering process; and
- 59.7.3 the costs and expenses incurred by or on behalf of the Purchaser in performing the re-tendering process.
- 59.7.4 On expiry or termination of the Contract the Contractor must:
- 59.7.5 immediately return to the Purchaser all Purchaser's Property and Purchaser's Protected Information in its possession; and
- 59.7.6 destroy or delete any copies of Purchaser's Protected Information (whether physical or electronic) in its possession.

60. Entire Agreement

60.1. The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with herein. The Contract supersedes all prior negotiations between the Parties and all

representations and undertakings made by one Party to the other, whether written or oral, except that this clause does not exclude liability in respect of any misrepresentation (whether in the Tender or otherwise).

60.2. In the event of, and only to the extent of, any conflict between the clauses of the Contract, the Schedules and any document referred to in the Contract, the following order of precedence applies:

60.2.1 the clauses of the Framework Agreement;

60.2.2 the Standard Terms of Supply (Schedule 5);

60.2.3 the other Schedules; and

60.2.4 any other document referred to in the clauses of the Framework Agreement.

61. Governing Law and Jurisdiction

61.1 The Contract is governed by and interpreted in accordance with Scots law and, subject to clause 53 (Dispute Resolution), the Parties submit to the jurisdiction of the Scottish courts.

At Call off Award stage, the Purchaser and Contractor should complete.

SIGNED for and on behalf of the Scottish Ministers **SIGNED** for and on behalf of Stand

At: Argyll & Bute Council

At.....

On: 18/05/2021

On.....

Signature: *Martin MacLennan*

Signature.....

Full name: XXXXXXXXXX

Full name.....

Position: Contract and Demand Management Officer Position.....

Address: Kilmory Castle, Lochgilphead, PA31 8RT Address.....

This is and the following page comprise Schedule 5.1 to the foregoing Contract between the Argyll and Bute Council and Stand.

SCHEDULE 5.1 – SPECIFICATION AND ADDITIONAL SERVICE LEVELS (IF APPLICABLE)

The specification for this project can be found on page 3 (schedule 1) of the invitation to tender document, there are currently no additional service levels required.

This and the following page comprise Schedule 2 to the Framework Agreement between the Scottish Ministers and Stand.

SCHEDULE 5.2 - PRICING SCHEDULE

FRAMEWORK PRICES

1. All prices quoted must be in UK sterling.
2. Unless otherwise stated, the maximum prices shall be deemed to be fully inclusive – i.e. to include any and all costs, overheads, setting up costs, central costs, technology, reporting, billing, profit and have no mark-up fees for sub-contracting.
3. The Contractor shall at all times work on an open book policy with the Framework Public Body;
4. The Authority or Framework Public Body shall not guarantee any volume of business also, the Authority or Framework Public Body reserves the right to benchmark pricing.

A full pricing schedule will be input at contract award.

Activity	Person Days	Price £ (Ex VAT)
<u>SETUP / DISCOVER / DEFINE / DEVELOP</u>		
Strategy workshop & initial reverse brief	2 (x 0.5 Director, x 0.5 Client Services Lead, x1 Creative Strategist)	£FOC
Stakeholder engagement <ul style="list-style-type: none"> - Desk research and audience identification/segmentation - Creation of all workshop stimuli - Stakeholder engagement (up to x4 group and individual interviews from audiences identified in General Understanding) - Analysis/reporting to client 	11 (x 5 Creative Strategist, x 2 Creative Director, x 2 Client Services Lead, x 2 Designer)	£4,160
Marketing strategy <ul style="list-style-type: none"> - Creation of full marketing and campaign strategy (to include target audience, brand proposition, naming, tone of voice, key messaging, channel selection – ‘Purpose, Proposition, Positioning’) 	9 (x 3 Creative Strategist, x 4 Copywriter, x 2 Designer)	£3,280
Campaign Brand & Creative Concept <ul style="list-style-type: none"> - Creation of visual system, presenting up to three creative routes for discussion - Working session with client team to present initial recommendations 	9 (x 3 Creative Director, x 1 Client Services Lead, x 5 Designer)	£3,160

- Design development to sign off on preferred creative route		
Total Price (Ex VAT)		£10,600
<u>DELIVER - Implementation & Rollout (Menu of assets for consideration)</u>		
Digital and social content		
<ul style="list-style-type: none"> - Social media campaign toolkit for launch - x5 static social media posts for launch for each platform (Facebook, Twitter, LinkedIn) 	4.5 (x 1 Creative Strategist, x 2.5 Designer, x 1 Copywriter)	£1,560
Master presentation		
<ul style="list-style-type: none"> - Strategy and page plan - Copywriting - Design of up to x20 slides - Conversion to editable PPT file 	8 (x 1 Creative Strategist, x 3 Copywriter, x 4 Designer)	£2,760
Press & Digital Advertorial Content		
<ul style="list-style-type: none"> - Copywriting of press release for launch - Design of advertorial and provision of artwork (x1 for print and x1 for digital) 	1.5 (x 0.5 Copywriter, x 1 Designer)	£500
Audience/Community Engagement Sessions (x3)		
<ul style="list-style-type: none"> - Planning/strategy for each individual session - Adaptation of master presentation for each individual session (key messaging etc) - Attendance at, and facilitation of, x3 engagement sessions 	8 (x3 Creative Strategist, x1 Copywriter, x1 Director, x1 Client Services Lead, x2 Designer)	£2,960
Ongoing Monitoring/ Development		
<ul style="list-style-type: none"> - Monitoring/reacting to audience feedback on social channels - Bi-monthly communication/reporting to client 	c. 2 per month (x 1-2 Creative Strategist, x 1-2 Client Services Lead)	£800 - per month

This is and the following 2 pages comprise Schedule 5.3 to the foregoing Contract between the Argyll & Bute Council and Stand.

SCHEDULE 5.3 – ORDERING PROCEDURES


CALL OFF ORDER FORM

PART A – FOR COMPLETION BY THE PURCHASER

Organisation's Name	Argyll & Bute Council
Contract Manager and address for Notices	Name: Laura Blackwood Tel: 01546 604325 Email: laura.blackwood@argyll-bute.gov.uk
Invoice Address (if different)	Pecos Invoices pecosinvoices@argyll-bute.gov.uk
Order Number	
Order Date	To be quoted on all correspondence relating to this Order Form:

REQUIREMENTS
Commencement Date: 18/05/2021
Details of the Creative Services required: As per attached Specification.
Date(s) and time(s) for supply of Creative Services (and any alternative Working Hours):
Invoicing frequency: To be agreed at pre-start meeting
Completion Date: 31/11/2021
The Call Off Contract shall be awarded in accordance with this Order Form and the Framework Terms and Conditions for Creative Services, Reference SP-16-008.

For and on behalf of the Organisation:

Name and Title	Alistair MacVicar, Contract and Demand Management Officer
Signature	
Date	18/05/2021

PART B – FOR COMPLETION BY CONTRACTOR

Contractor	
Contract Manager and address for Notices	Name: Address: Tel: Fax: Email:

Contractor's Response
Contractor's response to the Specification: As per attached Contractor Response.
Confirm Price:

Confirm Commencement Date:
List Sub-contractors:
List Key Personnel:

The Contractor's Response is appended.

For and on behalf of the Contractor:

Name and Title	
Signature	
Date	

SCHEDULE 5.4 – MANAGEMENT ARRANGEMENTS

NOT USED

SCHEDULE 5.5 – KEY INDIVIDUALS

All key individuals have been outlined within the successful contractor submission.

SCHEDULE 5.6 – APPROVED SUB-CONTRACTORS

Approved Sub-Contractors are in accordance with Schedule 10 of the Framework Agreement.

N/A

SCHEDULE 5.7 – CONTRACTOR SENSITIVE INFORMATION

N/A

SCHEDULE 5.8 – PARENT COMPANY GUARANTEE

NOT USED

SCHEDULE 5.9 – DATA PROTECTION

N/A

SCHEDULE 5.10 – EXIT MANAGEMENT

NOT USED



Once completed please pass to the relevant person:
PECOS [redacted]

NEW SUPPLIER DETAILS FORM

*required field

New Supplier Amend existing supplier

Which purchasing system is the supplier to be added to/amended in? *

PECOS

Contract Details

Contract Name *		
Contract Ref: *	Valid From:	To:
Ecats available for upload?		
Ecat to be prepared by Lynsey – attached details to email?		

Supplier details (include here the details and contacts for communicating purchase orders)

Supplier Name *		
Email Address *		
Contact Name		
Postal Address *		
Phone Number *		
Fax Number		
VAT Registration *	VAT Rate* (ie. 20%)	<input type="text"/>
Company Registration *		

Supplier details relating to payments (if the same as Order Address please enter "As Above")

Email Address *		
Contact Name		
Postal Address *		
Phone Number *		

Bank Details *

A/C Name

Sort Code Account

The information you have supplied on this form will be used for the purpose for which you have provided it, and appropriate measures are in place to protect your personal data. A full privacy notice, which provides information about your rights under current data protection legislation and details about what will happen to your personal data can be found here: <https://www.argyll-bute.gov.uk/privacy/procurement>

Procurement Use Only

Duns Number



Once completed please pass to the relevant person:
PECOS [REDACTED]



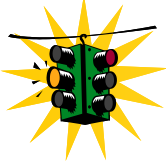
NEW SUPPLIER DETAILS FORM

*required field

Oracle Ref.



Education Transformation Programme

Name of Document:	Highlight Report - <i>New Partnership Model for Schools</i> <i>(previously referred to as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>16/10/2019 to 12/12/2019</i>	
Distribution:	██████████ <i>sponsor</i> <i>Education Transformation Board</i> <i>Project team</i>	

Progress Headlines:

- Project brief approved by Education Transformation Board on 16th October 2019.
- Project team members agreed at meeting with ██████████ on 24th October.
- Discussion with ██████████ on 24th October on cluster models.
- Follow up discussion on cluster models with ██████████ and ██████████ on 12th November, scoping paper agreed.
- First project team meeting took place on 4th December 2019. Terminology and models were discussed with the following suggested:
 - There is likelihood of confusion referring to this project as Clusters as cluster models are already in place across Argyll and Bute to help support consistency in approaches to learning and teaching and CPD. The group proposed an alternative title “New Partnership Models”.
 - Acknowledging that there is inconsistency on models currently used, it was suggested that Shared Headships are where the HT is responsible for strategic leadership and operational management of 2 schools. Executive Headships are where the HT is responsible for the strategic leadership of 3 schools or more and deputies are responsible for the operational management of schools.
 - The use of the terminology “remote classrooms” has negative connotations and the group would prefer to replace this with “additional classrooms” which is more inclusive.
 - The staffing structure and senior posts under a shared or executive head will vary depending on the size of the school.
 - There is a strong link between this project and the digital project as IT is seen as a key facilitator for effective management and collaborative working.
 - The methodology for promoted posts in secondary schools no longer works effectively since the authority adopted faculty models.
 - We should carry out an evaluation / lessons learnt from existing shared headship and executive heads.
- Legislation and existing policy is being reviewed to ensure there are no barriers to implementing the proposed models. Consideration being given to the role of Parent Council’s, Shared Headship report to CS Committee on 11th December 2014 suggests that the views of Parent Councils should be taken into consideration.
- The views of the catholic church were sought in regard to any plans to create an executive head (who would provide strategic leadership) or a deputy head (who would provide operational leadership) for our



Education Transformation Programme

denominational schools if the post holder is not endorsed by the church would be campaigned against by the church should such a model be considered for our denominational schools.

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	2	3	Project Team identified and project plan takes cognisance of organisational capacity to deliver, potential changes in personnel and competing priorities	↓
2	Failure to secure membership of the project team	1	2	Alternative members will be identified to take on the roles in the project brief section 3	closed
3	Failure to realise cashable and non-cashable benefits of the	3	4	Project team will focus on the delivery of the benefits. Risk that benefits will not be realised as anticipated will be flagged to the programme manager at the earliest opportunity and plans will be reviewed and revised accordingly.	→
4	Failure to comply with appropriate legislation when preparing plans to implement cluster model	2	4	Legal rep on project team will carry out a review all relevant legislation and ensure that the legislative requirements are built into the implementation plans and timescales. There is no requirement to consult as per the Schools Consultation Act 2010, other legislation is being reviewed	↓
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	2	3	The project will be managed within the Education Transformation Programme overseen by the Programme Manager. The Heads of Education are the project Sponsors and the programme board meets regularly to review progress.	→
6	Failure to meet savings as anticipated due to failure to review pay and grading model for Education as anticipated	2	4	HR rep will carry out a review of Education pay and grading model and project team will prepare a set of recommendations which will alter the model. Assuming there will need to be consultation on this with TUs, HTs and teaching staff.	→
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	2	4	Communication and engagement strategy will be prepared by project manager, overseen by programme manager.	→



Education Transformation Programme

8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	3	3	Plans for any pilot project involving a denominational school will need to be considered carefully. Lessons will be learnt from other local authorities who have considered this option. Legislation and policy is being reviewed by our legal rep.	New
9	We need to ensure that the Trade Unions are engaged with early on in this project.	2	2	EIS rep is invited to attend the programme board. HT TU rep also invited	New

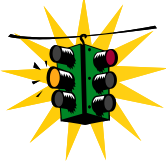
4 Week Horizon:

- Review of legislation and policy relating to parent councils, consultation and church appointments
- Prepare the framework for the policy to be populated at the next meeting
- Next project meeting scheduled for 27th January


9th December 2019



Education Transformation Programme

Name of Document:	Highlight Report No 2 <i>School Leadership Structures</i> <i>(also known as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>16/12/2019 to 03/03/2020</i>	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i> <i>Project team</i>	

Progress Headlines:

- The project team met on 27th January and 21st February.
- To avoid confusion with existing terminology it has been suggested that moving forward the project will be known as “School Leadership Structures”.
- We will carry out an evaluation on the impact of existing executive and shared headships within Argyll and Bute and across Scotland. This survey will look at the successes/improvements which the executive / shared headship model has provided. We will capture the key enablers which have allowed these models to bring such successes. Consider any obstacles to or issues affecting success/improvement and identify any solutions to counter such issues. Gathering feedback on school culture, vision, values/ethos, learning, teaching and assessment, attainment, meeting needs, self-evaluation, improvement planning, CLPL, finance and staffing.
- We have met with ██████████ and began a review of the existing Promoted Points Scheme. Education Management Circulars 2.03 for primary and 2.05 for secondary. 2.05 is not currently in use having been suspended in 2012 following the introduction of the faculty system. Following this initial review we would like to look again at the savings estimated by the Budget Working Group which were based on a number of assumptions. These assumptions should be built into a revised scheme for promoted points which is fit for the future.
- We are going to carry out a desktop modelling exercise on a number of different potential clusters to look at the management structures required to support them and the cost / saving of implementing. To assist with this task can we ask for the boards views on the following:
 - a. Do we need to continue with the assumptions built into our current model of shared headships introducing 0.6PT for every shared headship or can this be ignored?
 - b. Should the allocation of promoted points be based on an aggregated roll rather than each individual school in a cluster? If we agree to aggregate this is relatively simple in a primary cluster but more challenging in a mixed primary / secondary cluster.
 - c. It is likely that there will be more savings to be delivered by aggregating rolls but this would require implementation of a full cluster at a time rather than an increase in HTs span of schools as opportunities arise.
- Once we have completed this piece of work and taking into account the evaluation of existing arrangements we will prepare a matrix to support us to identify clusters based on knowledge of staffing, experience, age of HTs etc. Geographical clusters will still need to have a natural community fit.



Education Transformation Programme

- Advice has also been provided by Legal which should be taken into consideration when identifying and implementing clusters and appointing executive heads.

Denominational Education

The role of the church in the appointment of teaching staff, including HTs, to denominational schools is laid down in legislation. Any teacher appointed to a denominational school must be approved as regards religious belief and character by representatives of the church or religious body in whose interests the school is conducted (Section 21(2A) of the Education (Scotland) Act 1980). Failure to adhere to the legislation could result in judicial review. The Archdiocese of Glasgow has stated that in light of church doctrine and current guidance from the Catholic Education Commission as a minimum requirement the posts of HT, principal, deputy HT or deputy principal are to be filled by practising Catholics. This could cause an issue with the proposed pilot on Bute.

Role of Parent Councils

There is statutory provision in Section 14 of the Scottish Schools (Parental Involvement) Act 2006. Under this provision, an education authority is required to involve the Parent Council in the appointment process when the post of Headteacher or Deputy Headteacher is to be filled. The Parent Council may ask for a person who is not a member of the PC to assist it in the discharge of this function. The consequence of the legislation would mean that all parent councils should be invited to be involved in the recruitment process for executive heads. This could be an issue if large clusters are being looked at.

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	2	3	Project Team identified and project plan takes cognisance of organisational capacity to deliver, potential changes in personnel and competing priorities	→
3	Failure to realise cashable and non-cashable benefits	3	4	We will carry out a desk top modelling exercise on a number of potential clusters to identify potential level of savings if any	→
4	Failure to comply with appropriate legislation when preparing plans to implement cluster model	2	4	Legal advice has been provided	→
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	2	3	Links with DSM project are being picked up by Sharon MacAlister who is on the project team	→
6	Failure to meet savings as anticipated due to failure to review pay and grading model for Education as anticipated	2	4	Work is underway to look at the scheme for promoted points. There is a national job sizing review underway	→



Education Transformation Programme

7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	2	4	Communication and engagement strategy will be prepared by project manager, overseen by programme manager.	→
8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	3	3	Plans for any pilot project involving a denominational school will need to be considered carefully. Lessons will be learnt from other local authorities who have considered this option. Legislation and policy is being reviewed by our legal rep.	→

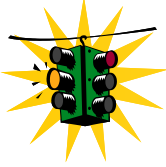
4 Week Horizon:

- Issuing of evaluation questionnaire on Google Forms with 4 week response time
- Modelling of potential cluster models to identify management requirements and cost/savings
- Next project meeting scheduled for 30th March.

██████████
21st February 2020



Education Transformation Programme

Name of Document:	Highlight Report No 3 <i>School Leadership Structures</i> <i>(also known as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress 14.09.2020 – 30.10.2020	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i> <i>Project team</i>	

Progress Headlines:

- Due to Covid-19 pandemic the project had been put on hold from March to September whilst officers focused on other priorities and supported the overall Covid response. The project is up and running now and back on track.
- On reflection it was agreed that the workshop with HTs and representatives from the project team, previously arranged in March and put on hold, should be separated into a workshop with a group of primary head teachers and a separate workshop with secondary and 3-18 head teachers.
- On 20th October the primary workshop took place with ██████████ HT Dunoon PS, ██████████ HT Colgrain PS and ██████████ HT of Bowmore PS and Port Ellen PS. The workshop explored the opportunities for an executive head to manage a cluster of primary schools and what support would be required to make this happen. The project team had prepared a number of theoretical clusters to prompt discussion and enable those present to be creative and challenging in their thinking. The write up of the workshop is appended to this highlight report.
- The project team will now begin modelling the leadership structures which could support each cluster, review overall staffing numbers and calculate costs / savings.
- The primary HTs also considered opportunities for clusters of type giving consideration to GMUs and denominational schools. After discussion they reached the conclusion that the model they were proposing was better suited to geographical communities rather than all denominational or all GMU schools being managed by a single executive head. It was acknowledged that additional support, if required, for these groups of schools would be better provided by the central education team.
- The 3-18 and secondary workshop is scheduled for 27th November and all of our secondary HTs and 3-18 HTs have been invited to attend, along with members of EMT and the project team. This workshop will follow the same format of the successful primary workshop to facilitate a creative discussion. It is too early to say if there should be one or two school leadership models in Argyll and Bute or if the emerging primary model can be scaled up to meet the needs of secondary and 3-18 learning and teaching.
- The Education Budget Working Group are undertaking a review of promoted points and this work will dovetail into and help to inform the workshop and the development of the future models. Early sight of this work will be very helpful.



Education Transformation Programme

- Following the workshops and subsequent modelling engagement and discussions will take place with HTs and Trade Unions. This will be ongoing throughout the project and led by Louise Connor as sponsor.
- The project team and Education colleagues are keeping a watching brief on the emerging national position and any changes which will impact on the implementation of the proposals.
- The project lead and Louise Connor met with colleagues from Education Scotland on 21st October to discuss the involvement and support available from ES that could be available to help this project. ES have confirmed that they are able to support our Education Managers review our existing shared headships.

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	2	3	Project was put on hold due to Covid pandemic, it is back on track and Louise Connor has come out of her substantive post to lead transformation programme	→
3	Failure to realise cashable and non-cashable benefits	3	4	We will carry out a desk top modelling exercise on a number of potential clusters to identify potential level of savings if any	→
4	Failure to comply with appropriate legislation when preparing plans to implement cluster model	1	4	Legal advice has been provided	↓
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	3	Links with DSM project are being picked up by Sharon MacAlister who is on the project team. Digital project is also key. Louise, Donald and Morag are meeting regularly to review interdependencies	↓
6	Failure to meet savings as anticipated due to failure to review pay and grading model for Education as anticipated	2	4	Work is underway to look at the scheme for promoted points. There is a national job sizing review underway	→
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	1	4	Communication and engagement strategy will be prepared by project manager, overseen by Louise Connor.	↓



Education Transformation Programme

8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	3	2	Plans for any pilot project involving a denominational school will need to be considered carefully. Lessons will be learnt from other local authorities who have considered this option.	↓
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6 Week Horizon:

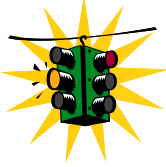
- Modelling of potential primary cluster model to identify management requirements and cost/savings to be undertaken by project team.
- Secondary and 3-18 workshop arranged for 27th November.
- Preparation of engagement and communication strategy for all stakeholders.



27th October 2020



Education Transformation Programme

Name of Document:	Highlight Report No 4 <i>School Leadership Structures</i> <i>(also known as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>02.11.2020 – 11.12.2020</i>	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i> <i>Project team</i>	

Progress Headlines:

- i. We are continuing to finesse the emerging Argyll and Bute school leadership model which was developed following the workshop with Primary HTs, and shared with Education Transformation Board at the last meeting on 4th November, to create a model for Argyll and Bute that is scalable and transferable to different settings.
- ii. The workshop with Secondary and 3-18 HTs took place on 27th November. All secondary and 3-18 HTs participated along with members of the central team, finance and education staffing.
- iii. The secondary workshop discussion was very positive and those attending felt that the proposals were both exciting and transformational. The emerging model was discussed and using a variety of theoretical clusters to promote discussion. Clear requirements for both strategic leadership and operational management to support the learning and teaching in school are beginning to emerge. The executive head for a cluster will be a challenging role and those taking on the role must be supported to develop skills, capacity and experience. The benefits in coherence in curriculum, sustainability and transitions are all very positive. The group highlighted the importance of meaningful engagement and consultation with school communities around the proposals and the importance of maintaining individual schools culture and identity when bringing them together in a cluster under a single executive head.
- iv. Through both workshops the educational benefits are becoming clearer and there is agreement from both workshops that the proposed model offers:
 - Career enhancement and progression
 - Empowerment of school leaders
 - Improved curriculum development and learning and teaching meeting learners needs
 - Improved educational outcomes for children and young people
 - Reduced likelihood of failure to recruit to key posts
 - Improved sharing of resources
 - Improved partnership working with schools in a cluster
 - CPD opportunities
- v. Taking the emerging model and using 4 theoretical clusters as an example, finance and education staffing have carried out a job sizing exercise to look at possible management costs and savings. This exercise is still underway.
- vi. There is a follow workshop with the group of primary HTs, who attended the first workshop, arranged for 15th December. This will allow the primary HTs to discuss in more detail the management needs of a cluster of



Education Transformation Programme

- schools and the overall staffing compliment to ensure that the cluster gets the best possible strategic and operational support.
- vii. The review of promoted points and staffing formula for secondary is being developed by the Budget Working Group and this work will directly link to the development of the cluster model and the revision of management circulars relating to staffing; specifically Management circular 2.05, secondary staffing.
 - viii. We are evaluating and learning from the implementation and operation of our existing executive head and shared headship models in Argyll and Bute. The evaluation will be supported by colleagues from Education Scotland and both reviews are currently being scoped and will progress in the New Year.
 - Castlehill, Carradale and Drumlemble shared headship – A&B Lead [REDACTED], Education Officer
 - Oban HS and Tiree executive head – A&B Lead [REDACTED], Education Officer
 - ix. The project team continue to review executive head and cluster models in development and in place in Scotland and all relevant approaches across the world along with relevant and related academic research. The project lead caught up with Anne Paterson on 30th November to discuss her research in this area.
 - x. Western Isles Council have previously shared reports on their proposed cluster approach, prepared by [REDACTED]. [REDACTED], Senior Education Officer with Comhairle nan Eilean Siar has offered to give an update on the development of their proposals.
 - xi. The project team have also taken time to identify actual clusters for implementation in Argyll and Bute. Thus far all workshops discussions and modelling exercises have been based on theoretical models. The project team are drawing on the information on the future roll projections prepared by [REDACTED], staffing information from HR and current catchment areas. Along with their understanding of the geography and the community connections within Argyll and Bute. This work is still in development.
 - xii. The review of legislative requirements and advice has been shared with the project team by Graeme McMillan, Legal Services.

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Ris k ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	2	3	Project was put on hold due to Covid pandemic, it is back on track and Louise Connor has come out of her substantive post to lead transformation programme	→
3	Failure to realise cashable and non-cashable benefits	3	4	We will carry out a desk top modelling exercise on a number of potential clusters to identify potential level of savings if any	→
4	Failure to comply with appropriate legislation when preparing plans to implement cluster model	1	4	Legal advice has been provided	→



Education Transformation Programme

5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	3	Links with DSM project are being picked up by Sharon MacAlister who is on the project team. Digital project is also key. Louise, Donald and Morag are meeting regularly to review interdependencies	→
6	Failure to meet savings as anticipated due to failure to review pay and grading model for Education as anticipated	2	4	Work is underway to look at the scheme for promoted points. There is a national job sizing review underway	→
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	1	4	Communication and engagement strategy will be prepared by project manager, overseen by Louise Connor.	→
8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	3	2	Plans for any pilot project involving a denominational school will need to be considered carefully. Lessons will be learnt from other local authorities who have considered this option.	→

6 Week Horizon:

- Continue modelling of potential primary cluster model to identify management requirements and cost/savings to be undertaken by project team.
- Begin the modelling of potential secondary and 3-18 cluster model to identify management requirements and cost/savings will be undertaken by project team.
- Undertake the review of Castlehill, Carradale and Drumlemble shared headship and Oban HS and Tiree executive head with support from Education Scotland
- Continue to review, develop and test the emerging Argyll and Bute model.
- Preparation of engagement and communication strategy for all stakeholders.

9th December 2020



Education Transformation Programme

Name of Document:	Highlight Report No 5 <i>School Leadership Structures</i> <i>(also known as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress 14.12.2020 – 22.01.2021	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i> <i>Project team</i>	

Progress Headlines:

- i. We are continuing to finesse the emerging Argyll and Bute school leadership model which was developed following the workshops with primary HTs, and shared with Education Transformation Board, to create a model for the management of clusters of schools in Argyll and Bute that is scalable and transferable to different settings.
- ii. The workshop with Secondary and 3-18 HTs took place on 27th November. The secondary workshop discussion was very positive and those attending felt that the proposals were both exciting and transformational. Clear requirements for both strategic leadership and operational management to support the learning and teaching in school are beginning to emerge. The executive head for a cluster will be a challenging role and those taking on the role must be supported to develop skills, capacity and experience. The benefits in coherence in curriculum, sustainability and transitions are all very positive. The group highlighted the importance of meaningful engagement and consultation with school communities around the proposals and the importance of maintaining individual schools culture and identity when bringing them together in a cluster under a single executive head.
- iii. Through both workshops the educational benefits are becoming clearer and there is agreement from the workshops and engagement held thus far that the proposed model offers:
 - Career enhancement and progression
 - Empowerment of school leaders
 - Improved curriculum development and learning and teaching meeting learners needs
 - Improved educational outcomes for children and young people
 - Reduced likelihood of failure to recruit to key posts
 - Improved sharing of resources
 - Improved partnership working with schools in a cluster
 - CPD opportunities
- iv. A follow up workshop with the focus group of primary HTs took place on 15th December. This allowed the primary HTs to discuss in more detail the management needs of a cluster of primary schools and the overall staffing compliment to ensure that the cluster gets the best possible strategic and operational support. Emerging from that workshop is the need to develop a management model for clusters of primary which is based on a more than just the combined roll of the individual schools. There also needs to be recognition given



Education Transformation Programme

- to the following factors ASN numbers, ELC (number and size of settings and Gaelic curriculum development. When identifying clusters we need to take cognisance of geography, community relationships and SIMD data.
- v. Taking the emerging model and using 4 theoretical clusters as an example, finance and education staffing have carried out a job sizing exercise to look at possible management costs and savings. This exercise is still underway.
 - vi. The review of promoted points and staffing formula for secondary and 3-18 schools is being developed by the Budget Working Group and this work will directly link to the development of the clusters of secondary and 3-18 schools.
 - vii. We are evaluating and learning from the implementation and operation of our existing executive head and shared headship models in Argyll and Bute. The evaluation will be supported by colleagues from Education Scotland and both reviews are currently being scoped and will progress when Covid restrictions allow.
 - Castlehill, Carradale and Drumlemble shared headship – A&B Lead [REDACTED], Education Officer
 - Oban HS and Tiree executive head – A&B Lead [REDACTED], Education Officer
 - viii. The project team continue to review executive head and cluster models in development and in place in Scotland and all relevant approaches across the world along with relevant and related academic research. Western Isles Council have previously shared reports on their proposed cluster approach, prepared by [REDACTED]. [REDACTED] Senior Education Officer with Comhairle nan Eilean Siar has offered to give an update on the development of their proposals.
 - ix. The project team have also taken time to identify actual clusters for implementation in Argyll and Bute. Thus far all workshops discussions and modelling exercises have been based on theoretical models. The project team are drawing on the information on the future roll projections prepared by [REDACTED], staffing information from HR and current catchment areas. Along with their understanding of the geography and the community connections within Argyll and Bute. This work is still in development.
 - x. The review of legislative requirements and advice has been shared with the project team by Graeme McMillan, Legal Services.

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	2	3	Project was put on hold due to Covid pandemic, it is back on track and Louise Connor has come out of her substantive post to lead transformation programme	→
3	Failure to realise cashable and non-cashable benefits	3	4	We will carry out a desk top modelling exercise on a number of potential clusters to identify potential level of savings if any	→
4	Failure to comply with appropriate legislation when preparing plans to implement cluster model	1	4	Legal advice has been provided	→



Education Transformation Programme

5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	3	Links with DSM project are being picked up by Sharon MacAlister who is on the project team. Digital project is also key. Louise, Donald and Morag are meeting regularly to review interdependencies	→
6	Failure to meet savings as anticipated due to failure to review pay and grading model for Education as anticipated	2	4	Work is underway to look at the scheme for promoted points. There is a national job sizing review underway	→
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	1	4	Communication and engagement strategy will be prepared by project manager, overseen by Louise Connor.	→
8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	3	2	Plans for any pilot project involving a denominational school will need to be considered carefully. Lessons will be learnt from other local authorities who have considered this option.	→

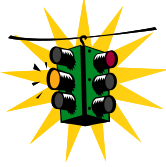
6 Week Horizon:

- i. Continue modelling of potential cluster model to identify primary management requirements and cost/savings to be undertaken by project team.
- ii. Undertake the review of Castlehill, Carradale and Drumlemble shared headship and Oban HS and Tiree executive head with support from Education Scotland when Covid restrictions allow.
- iii. Arrange a workshop with a focus group of HTs of small schools to test the emerging model against the needs of our small, rural schools. Provisional date for the workshop is 4th February.
- iv. Work up the proposal for a pilot on Bute.
- v. Continue to review, develop and test the emerging Argyll and Bute model.
- vi. Preparation of engagement and communication strategy for all stakeholders.

21st January 2021



Education Transformation Programme

Name of Document:	Highlight Report No 6 <i>School Leadership Structures</i> <i>(also known as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress 25.01.2021 – 02.03.2021	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i> <i>Project team</i>	

Progress Headlines:

We are continuing to finesse the emerging Argyll and Bute school leadership model which was developed following the workshops with HTs, and shared with Education Transformation Board, to create a model for the management of clusters of schools in Argyll and Bute that is scalable and transferable to different settings. The draft model and workshop write up is attached in appendix 1 for information.

- i. The workshop with a focus group of head teachers of small schools and shared headships took place on 4th February. Those present saw the benefits of the model and from their experiences emphasised the importance of smaller schools retaining their own identities within the wider cluster under the single executive head. They also wanted to highlight that smaller schools would benefit from increased resources within the model.
- ii. The factors and thresholds identified by the HTs focus group and which would increase the capacity in the management structure of a cluster has been developed and discussed with members from the central management team. A combined roll of greater than 440 will see the management team model supporting the cluster will not carry a teaching commitment. For combined rolls under 440 the executive head would be a non-teaching post and DHTs and PTs within the cluster would in most cases have a teaching commitment. However, a roll of great then 220 but less than 440 would see an allocation of an additional DHT. Delivery of greater than 200 ASN assistant hours weekly across the cluster would trigger additional PT management time for the inclusion and equity PT post. Reaching the threshold for ELC rolls and settings and GMUs would trigger additional support from the central team and support from post holders with authority wide remits. The factors and threshold model is in appendix 2 for information.
- iii. The project team have given consideration to identifying the actual clusters which could be introduced across Argyll and Bute. It is envisaged that the move to clusters and the appointment of executive heads would be rolled out in a phased way with a small number of clusters being consulted on and established each year. This will allow for the lessons learnt from both the consultation, engagement and the implementation to be used to inform each subsequent roll out.
- iv. Our education HR and finance colleagues have sampled some of these actual clusters and job sizing the executive head and applying the management structure based on combined roll and considering the factors and threshold model have confirmed that all modelled so far offers staffing savings without reducing teacher numbers.



Education Transformation Programme

- v. A detailed briefing on the model has been shared with the Policy Lead and on 1st March [REDACTED] presented the models and a variety of possible clusters to SMT for discussion. A presentation will be provided to policy leads at their meeting on 9th March to gauge their views on the proposals.
- vi. We are evaluating and learning from the implementation and operation of our existing executive head and shared headship models in Argyll and Bute. The evaluation will be supported by colleagues from Education Scotland and both reviews are currently being scoped and will progress when Covid restrictions allow.
- Castlehill, Carradale and Drumlemble shared headship – A&B Lead [REDACTED], Education Officer
 - Oban HS and Tiree executive head – A&B Lead [REDACTED] Education Officer
- vii. The review of legislative requirements and in particular the requirement for formal consultation as determined by the Schools (Consultation) (Scotland) 2010 Act has been shared with the project team by [REDACTED] Legal Services. He has confirmed that the plans would not constitute a “relevant proposal” under the 2010 Act as the schools within the cluster retain their own existing identities. Consultation and engagement can therefore follow a format and approach of our choosing which reflects the needs of our communities and the wider group of stakeholders including staff, parents and the TUs led by Education.

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Ris k ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	1	3	Project was put on hold due to Covid pandemic, it is back on track and Louise Connor has come out of her substantive post to lead transformation programme	↓
3	Failure to realise cashable and non-cashable benefits	2	4	Modelling undertaken so far shows savings are achievable	↓
4	Failure to comply with appropriate legislation when preparing plans to implement cluster model	1	3	Legal advice has been provided	↓
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	3	We continue to work closely with workstreams within the Transformation Programme. 2, 7,8 and 10 are closely linked to this workstream	→
6	Failure to meet savings as anticipated due to failure to review pay and grading model for Education as anticipated	2	4	Work is underway to look at the scheme for promoted points by the budget working group.	closed
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	1	4	Consultation and the communication and engagement strategy will be prepared and overseen by Louise Connor.	→



Education Transformation Programme

8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	3	1	Plans for any pilot project involving a denominational school will need to be considered carefully. Lessons will be learnt from other local authorities who have considered this option. An alternative cluster of type can be considered	↓
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6 Week Horizon:

- i. Undertake the review of Castlehill, Carradale and Drumlemble shared headship and Oban HS and Tiree executive head with support from Education Scotland when Covid restrictions allow.
- ii. Present model to Policy Leads / SMT model on 9th March.
- iii. Work up the proposal for the clusters we would take forward as early adopters.
- iv. Continue to review, develop and test the emerging Argyll and Bute model.
- v. Present model to the Education Budget Working Group.
- vi. Preparation of engagement and communication strategy for all stakeholders.

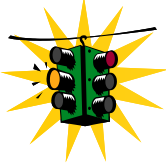
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2nd March 2021

Appendix 1 – Cluster leadership model

Appendix 2 – Factors and thresholds



Education Transformation Programme

Name of Document:	Highlight Report No 7 <i>School Leadership Structures</i> <i>(also known as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>09.03.2021 – 20.04.2021</i>	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i> <i>Project team</i>	

Progress Headlines:

- i. A cluster identification matrix to record both quantitative and qualitative information has been prepared and will be populated for the clusters that could potentially be taken forward as early adopters. Quantitative information will be collated by the project team and the qualitative narrative surrounding educational benefits and the challenges unique to the cluster will be prepared by Education colleagues.
- ii. On 1st April the project team met with members of the Education Budget Working Group to look to integrate the draft model of promoted posts in secondary and 3-18 with the emerging school leadership model for a cluster of primaries. The workshop was very constructive and using Bute as an example the 3-18 EBWG model aligned well with the school leadership model providing a model for leadership which would support a potential cluster on the island. A similar discussion about a potential cluster of secondary plus primaries has been arranged for 22nd April using Dunoon as an example.
- iii. In addition the EBWG made the following observations:
 - There could be additional resources required for a cluster over and above that offered in the leadership models that would best support the needs of the cohort of pupils within the cluster and be cognisant of the wider community needs. Additional posts over and above the model would be agreed in discussion with Education Heads of Service.
 - In addition to the term Executive Head we should consider the title of Head of School for the other leadership posts within the cluster, especially for those posts who would be responsible for a school building in addition to a stage of learning.
 - Consideration should be given to the management and leadership posts in very small schools, principal teachers may not be required in this situation.
 - The post of lead teacher which is being considered by the SNCT Lead Teacher and Career Progression Working Group offers additional options for support and management in clusters.
- iv. The lessons learnt from the Castlehill, Carradale, Drumlemble shared headship are being captured through a discussion with the head teacher ██████████ and ██████████ Education Officer.
- v. Potential early adopter clusters are being considered and could include Kintyre, Bute and Dunoon
- vi. Following discussion and agreement from SMT progress is being made to engage with a marketing agency to support the comprehensive consultation and engagement with stakeholders that will be required to take this



Education Transformation Programme

project forward. A draft tender brief is currently being prepared and will be sent to agencies on the creative services procurement framework.

- vii. Discussions are being arranged with the archdiocese of the Catholic Church to outline our plans and discuss whether denominational schools could be included within the cluster proposals.

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	1	3	Project was put on hold due to Covid pandemic, it is back on track and Louise Connor has come out of her substantive post to lead transformation programme	→
3	Failure to realise cashable and non-cashable benefits	2	4	Modelling undertaken so far shows savings are achievable	→
4	Failure to comply with appropriate legislation when preparing plans to implement cluster model	1	3	Legal advice has been provided	closed
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	3	We continue to work closely with workstreams within the Transformation Programme. 2, 7,8 and 10 are closely linked to this workstream	→
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	1	3	Engaging with a marketing agency should help to mitigate this risk.	↓
8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	2	1	A meeting is being arranged with archdiocese	↓

6 Week Horizon:

- i. Engage and consult with Trade Unions.
- ii. Contribute to the report for Community Services Committee in June.



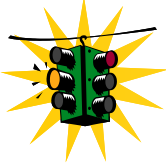
Education Transformation Programme

- iii. Continue to develop model for the management structures for the early adopter clusters and complete the matrix with educational benefits.
- iv. Conclude tendering exercise, appoint and begin working with a marketing agency on consultation and engagement.


13th April 2021



Education Transformation Programme

Name of Document:	Highlight Report No 8 <i>School Leadership Structures</i> <i>(also known as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>24.06.2021 (Community Service Committee)</i> <i>to 20.08.2021</i>	
Distribution:	██████████ sponsor <i>Education Transformation Board</i> <i>Project team</i>	

Progress Headlines:

Consultation and Engagement

- I. Community Services Committee on 24th June agreed that we would progress with a programme of engagement with our communities, our staff and their representative bodies and the wider group of stakeholders in relation to the school leadership model.
- II. Stand have been appointed as our marketing specialists and they have prepared an engagement strategy with us to support this wide-ranging engagement and consultation exercise across Argyll and Bute.
- III. The Engagement strategy will allow us to present the benefits and rationale for the school leadership transformation clearly and will allow us to capture concerns and feedback that will help build our understanding and inform our proposals.
- IV. We will rebrand the project “Empowering our Educators” for this engagement.
- V. The audience groups we will be engaging with are Educators (teachers, HTs, school and support staff and TUs and professional associations), Communities (pupils, parent councils and bodies, residents, community councils, further and higher education, businesses and employers diocese of Argyll and the Isles), Policy Makers (politicians, Education Authority, local councillors and SCES) and Media (press, reporters and citizen media).
- VI. We will offer workshop based consultation, presentation led engagement, one-to-one engagement and digital press packs. The engagement method and content will be targeted to meet the needs of each audience group. We will also offer drop in sessions via a digital portal which will be available to anyone to book a 20 minute slot and give their views.
- VII. Two HTs from each of our existing cluster groups have volunteered their time and support to trial all of the consultation material so we can shape it to best meet the needs of each audience. Workshops will be arranged with Stand in September.



Education Transformation Programme

Financial modelling

- VIII. Colleagues in finance and education HR are helping to model and determine costs and staffing implications for implementation. This modelling is being done with three theoretical clusters, a cluster of primaries and secondary, a cluster of small primaries and a cluster of medium sized primaries. Due to combined roll size the model will be slightly different for each.

Executive Headteachers

- IX. We have had a very positive and informative discussion with Western Isles Council who have shared their experiences in implementing Executive Headteachers across the primary schools in the Western Isles. They have 3 executive heads in post.

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	1	3	Timescales for the engagement phase are being worked up between ourselves and Stand	→
3	Failure to realise cashable and non-cashable benefits	2	4	Modelling is being carried out	→
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	2	We continue to work closely with workstreams within the Transformation Programme. 2, 7,8 and 10 are closely linked to this workstream	↓
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	1	3	Engagement strategy and planned engagement will help to mitigate this risk.	→




Education Transformation Programme

8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	2	2	SCES and diocese of Argyll and the Isles are key stakeholders in the engagement strategy	→
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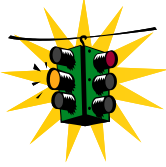
6 Week Horizon:

- i. Prepare timeline for consultation and engagement activity with Stand.
- ii. Stand will with our support prepare the engagement presentations.
- iii. We will hold workshops with our project group of HTs to review engagement presentations.
- iv. We will prepare briefings for senior politicians.
- v. We will promote the engagement sessions to each stakeholder group and ensure those who took the time to contact us before or just after the committee meeting know how they can get involved.
- vi. We will make a video which can be used along with the other engagement material to help explain benefits and help give that personal touch.
- vii. We will begin the engagement ...


20th August 2021



Education Transformation Programme

Name of Document:	Highlight Report No 9 <i>School Leadership Structures</i> <i>(also known as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>24.08.2021 (Community Service Committee)</i> <i>to 28.09.2021</i>	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i>	

Progress Headlines:

Consultation and Engagement

- I. Working with colleagues from Stand we have agreed a programme for the wide reaching consultation and engagement. We have segmented the audience groups and ensured we have the most appropriate method of engagement for each group.
- II. The audience groups we will be engaging with are Educators (teachers, HTs, school and support staff and TUs and professional associations), Communities (pupils, parent councils and bodies, residents, community councils, further and higher education, businesses and employers diocese of Argyll and the Isles), Policy Makers (politicians, Education Authority, local councillors and SCES) and Media (press, reporters and citizen media).
- III. The consultation and engagement will begin early October and run through to January, as per the timeline below. The timeline has been share with HTs, TU and professional association colleagues.
- IV. A press release is being drafted to be issued week commencing 27.09, this will be shared with elected members.
- V. Stand led four focus groups with HTs from across the authority with the purpose of gaining feedback on the proposals and how the information was being presented to support the consultation. These sessions were very well attended and very informative.
- VI. Stand have presented their insights from these sessions to the project team along with a series of recommendations. These nine recommendations are now being worked on.

Financial modelling

- I. Colleagues in finance and education HR have modelled costs and staffing implications for the implementation of three theoretical clusters, a cluster of primaries and secondary, a cluster of small primaries and a cluster of medium sized primaries. This information is being reviewed by the project team.



Education Transformation Programme

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	1	3	Timescales for the engagement phase are being worked up between ourselves and Stand	→
3	Failure to realise cashable and non-cashable benefits	2	4	Modelling is being carried out	→
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	2	We continue to work closely with workstreams within the Transformation Programme. 2, 7,8 and 10 are closely linked to this workstream	→
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	1	3	Engagement strategy and planned engagement will help to mitigate this risk.	→
8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	2	2	SCES and diocese of Argyll and the Isles are key stakeholders in the engagement strategy	→

6 Week Horizon:

- i. We will prepare briefings for senior politicians.
- ii. We will promote the engagement sessions to each stakeholder group and ensure those who took the time to contact us before or just after the committee meeting know how they can get involved.
- iii. We will make a video which can be used along with the other engagement material to help explain benefits and help give that personal touch.
- iv. We will begin the engagement and provide feedback to the project team and the Transformation Board members as we go through the process.



Education Transformation Programme

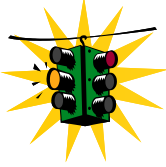
PROGRAMME OF COMMUNITY ENGAGEMENT ON SCHOOL LEADERSHIP PROPOSALS



Dates	Audience	Method
Sep 2021	Policymakers	Share overview of engagement strategy
Sep	Educators: Head Teachers focus groups	Workshop sessions to consult on and explore proposals
Oct	Educators: Unions and professional associations	Workshop sessions to consult on and explore proposals
Oct–Nov	Educators: All Head Teachers in Argyll and Bute	Workshop sessions to consult on and explore proposals
Oct–Nov	Educators: School staff	Head Teachers engage with school staff internally
Oct–Mar	Policymakers	Ongoing one-to-one engagement
Nov–Mar	Media: Press and reporters	Digitally supplied press packs
Nov	Educators: HE/FE partners at Argyll College and SAMS	Workshop sessions to consult on and explore proposals
Nov–Jan	Communities: Parents, communities and pupils	Self-led group engagement (toolkit provided)
Nov–Jan (2 weeks tbc)	All: Open consultation	One-to-one virtual drop-in sessions
Nov–Jan	Communities: Businesses, diocese and Bòrd na Gàidhlig	Electronic direct mail campaign
Nov–Mar	All	Ongoing engagement via dedicated social channels
Apr	Argyll and Bute Council	Findings and analysis review
Apr–May	Argyll and Bute Council	Informed development of proposals based on findings
May 2022	Head Teachers, policymakers and unions	Presentation of findings and refined proposals



Education Transformation Programme

Name of Document:	Highlight Report No 10 <i>School Leadership Transformation</i> <i>(also known as clusters project)</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>05.10.2021 to 10.11.2021</i>	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i>	

Progress Headlines:

Consultation and Engagement with HTs, school staff and TUs

- I. The consultation programme has been finalised and shared with all stakeholder groups including HTs, central education team, TUs, elected members and politicians
- II. The HT consultation workshops begin on Monday 15th November and will be led by Stand with a maximum of 5 HTs per session. The last workshop will take place on Thursday 25th November.
- III. In preparation for the consultation several HTs from across the authority have been co-opted on to the project board along with Wendy and Simon from the central team bringing much welcomed capacity and most importantly knowledge.
- IV. The HTs have helped develop anonymised cluster examples which will be used in the presentations and are working on the roles and responsibilities for the leadership posts within the model.
- V. The anonymised examples were presented to the EBWG on 3rd November and the feedback from the EBWG was helpful and further changes were made. The anonymised examples all show how the leadership model will bring additional capacity, free HTs from teaching commitments allowing them to be more strategic, create more opportunities for middle leaders, increase salaries and deliver a modest saving.
- VI. The feedback from the consultation will be fed into a central portal where it will be analysed. Responses can be segmented by school, community and island. In addition to the overall analysis, island feedback will be separated and reviewed with a view to preparing the Islands Impact Assessment. Support and advice has been sought from the Scottish Government's Island Team on how best to do this.
- VII. Ahead of the consultation sessions with HTs our Heads of Education have been meeting with all of the HTs to share the national agenda and the changes that are being made to education and HTs roles and how Argyll and Bute intends to address these. These sessions have been very well attended and the feedback has also helped inform the Stand presentation.
- VIII. Once the HT engagement is completed HTs will then lead the consultation with their staff in schools. Stand will begin consultation with central education team and the TUs consultation will begin. TU engagement will be ongoing throughout the consultation period.



Education Transformation Programme

Consultation with communities

- I. The consultation programme was shared with the wider general public and our communities through a press release. There have been follow up press enquiries from Oban Times and Dunoon Observer which have been responded to.
- II. Community, Parent and Pupil Council's will be supplied the proposals in a variety of formats for them to engage with and understand - including film and PDF presentations (and any other formats they require and request – e.g. printed copies). They can then use these materials to stimulate discussion on the proposals and gather feedback. This is referred to as “self-led” and means that the different bodies can organise and run their own sessions (either during their routine meetings, or specially planned) using these toolkit materials. The toolkit also contains a formal feedback tool, which the body can use to provide all opinion and feedback to the project team.
- III. We will discuss with the Council Leader and Policy Lead for Education on the best way to consult and engage with elected members.
- IV. The press packs are being prepared for our media outlets and citizen media.
- V. And the video with [REDACTED] explain the proposals and what this will mean for our pupils in Argyll and Bute will be filmed on the 19th November.
- VI. Unfortunately a member of the community on Mull and representatives of Iona Community Council being slightly impatient have shared their views and comments on the model in advance of the consultation including giving feedback on how the consultation should be in their view managed. Coupled with requests for information from the education service. These communications will be responded to and we will remind everyone to engage with the consultation exercise in the appropriate formats at the times when it has been arranged for voices to be heard.

Financial modelling

- I. Colleagues in finance and education HR have modelled costs and staffing implications for the anonymised cluster examples, this information will be shared with the EBWG for comment.

Major Risks – identified in project brief

CURRENT RISKS / ISSUES					
Ris k ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	2	3	Timescales for the engagement phase have been worked up between ourselves and Stand. We are slightly behind with the consultation programme and the consultation with staff will likely slip into December.	↑
3	Failure to realise cashable and non-cashable benefits	2	4	Modelling is being carried out	→



Education Transformation Programme

5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	2	We continue to work closely with workstreams within the Transformation Programme. 2, 7,8 and 10 are closely linked to this workstream	→
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	1	3	Engagement strategy and planned engagement will help to mitigate this risk.	→
8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	2	2	SCES and diocese of Argyll and the Isles are key stakeholders in the engagement strategy	→

6 Week Horizon:

- i. We will prepare briefings for senior politicians.
- ii. We will promote the engagement sessions to each stakeholder group and ensure those who took the time to contact us before or just after the committee meeting know how they can get involved.
- iii. We will make the video which can be used along with the other engagement material to help explain benefits and help give that personal touch.
- iv. We will begin feedback to the project team and the Transformation Board members as we engage with each group of stakeholders.



10th November 2021



Education Transformation Programme

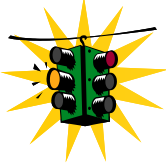
PROGRAMME OF COMMUNITY ENGAGEMENT ON SCHOOL LEADERSHIP PROPOSALS



Dates	Audience	Method
Sep 2021	Policymakers	Share overview of engagement strategy
Sep	Educators: Head Teachers focus groups	Workshop sessions to consult on and explore proposals
Oct	Educators: Unions and professional associations	Workshop sessions to consult on and explore proposals
Oct–Nov	Educators: All Head Teachers in Argyll and Bute	Workshop sessions to consult on and explore proposals
Oct–Nov	Educators: School staff	Head Teachers engage with school staff internally
Oct–Mar	Policymakers	Ongoing one-to-one engagement
Nov–Mar	Media: Press and reporters	Digitally supplied press packs
Nov	Educators: HE/FE partners at Argyll College and SAMS	Workshop sessions to consult on and explore proposals
Nov–Jan	Communities: Parents, communities and pupils	Self-led group engagement (toolkit provided)
Nov–Jan (2 weeks tbc)	All: Open consultation	One-to-one virtual drop-in sessions
Nov–Jan	Communities: Businesses, diocese and Bòrd na Gàidhlig	Electronic direct mail campaign
Nov–Mar	All	Ongoing engagement via dedicated social channels
Apr	Argyll and Bute Council	Findings and analysis review
Apr–May	Argyll and Bute Council	Informed development of proposals based on findings
May 2022	Head Teachers, policymakers and unions	Presentation of findings and refined proposals



Education Transformation Programme

Name of Document:	Highlight Report No 11 <i>School Leadership Transformation</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>17.11.2021 to 11.01.2022</i>	
Distribution:	██████████ sponsor <i>Education Transformation Board</i>	

Progress Headlines:

- I. The consultation period has been extended to 4th March at the request of communities. All consultee groups have been informed of this and the extension to the consultation has been reported in the local press and our social media channels.
- II. We have prepared a set of FAQs which gathers all of the questions and answers we have been asked about the model. The FAQs have been issued to parent and community councils, head teachers for sharing with school staff, JSC members and elected members.
- III. We are offering the opportunity for the chairpersons of Parent and Community Councils to attend virtual Q&A sessions where we will talk them through the proposals. We want everyone to have as much clarity as possible on what the proposals mean in order to get informed feedback.

Consultation and Engagement with HTs, school staff and TUs

- IV. The HT consultation workshops led by Stand were held between 15th and 25th November and 60 out of the 66 Head Teachers attended. The remaining 6 HTs were either off sick or unavailable for a variety of reasons. We are arranging one final workshop for the HTs later this month and this will also allow the opportunity for any newly appointed HTs to attend.
- V. Stand are preparing a HT consultation findings report which has been shared with the project team and will be in turn shared with our Heads of Education. There are a number of recommendations in the draft report which will discuss with our Heads of Education.
- VI. Trade Union consultation is underway. JSC members attended workshops facilitated by Stand and we followed that session up with a workshop for the TU area representatives facilitated by ██████████
██████ Engagement will be ongoing with TUs and professional associations throughout the process.
- VII. School staff consultation is underway and the EmpoweringOurEducators site has a separate section for our school staff to engage with, view proposals and share their views. Now that the holidays are over we will be encouraging our school staff to be more involved with this. We will be using the forthcoming HT meetings to promote the consultation and reiterate the role of our HTs in supporting their staff to meaningfully engage with the consultation.



Education Transformation Programme

Consultation with communities

- VIII. Parent and Community Councils consultation is underway and all have been contacted and invited to share the proposals at their meetings and collate feedback to us. Several PCs and CCs have already taken up our offer of support with this and we have allocated education professionals from the central team and the HTs on the project team to attend the meetings in their area. Guidance has been prepared and support is in place for those who are attending these meetings in a professional capacity.
- IX. Elected members have attended virtual sessions facilitated by [REDACTED] where the proposal has been presented and they are given the opportunity to give feedback and ask questions. The elected members who have attended are welcoming of these sessions and the feedback has been very helpful when we in turn engage with our communities. All elected members were invited to attend and 20 elected members attended four virtual sessions.
- X. We have issued press packs to the local papers and we will be following this up with a press conference. Our local papers have written about the consultation process but there has been little accurate information about the proposals themselves, we want to address this.
- XI. The feedback from all of the consultation will be fed into the central portal where it will be analysed. Responses will be segmented by school, community and island. In addition to the overall analysis, island feedback will be separated and reviewed with a view to preparing the Islands Impact Assessment. Equality impact assessments will also be prepared.

Collective examples and developing the model

- XII. We have helped develop anonymised collective examples which are included in the presentations. The detailed workings behind these collective examples was shared and scrutinised by EBWG at their meeting on 16th December.
- XIII. [REDACTED] is leading on developing the roles and responsibilities for the leadership posts within the model and in particular the specialisms which Heads of School will have.
- XIV. We are going to develop a further anonymised example which includes schools with a roll below 30 that is not part of a shared headship. This is to counter the misinformation on social media that all schools with 30 pupils or under will automatically become a shared headship.

Change request

- XV. The one to one virtual drop in sessions are scheduled on the consultation timeline to take place in January [Book a call - Argyll and Bute Council \(empoweringoureducators.co.uk\)](http://empoweringoureducators.co.uk) We are going to struggle to resource these 20 minute sessions if uptake is high with the addition to the consultation programme of the PC and CC Chairs sessions. If we were to roll these sessions by a month this would allow us more time to present the proposals to parent and community councils and work with our media outlets to ensure information in our proposals is shared more widely. *Would the Education Transformation Board be in agreement to move the virtual drop in sessions into February?*



Education Transformation Programme

Major Risks

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for consultation due to failure to prioritise this project over other projects and ongoing pieces of work	4	3	<p>Timescales for the consultation phase have been worked up between ourselves and Stand. Timescales were extended in the report presented to CS Committee in December.</p> <p>We are slightly behind with the consultation programme and the start of the consultation with staff had slipped into December.</p> <p>We are also seeing increased uptake in the requests for support from education professionals from CC and PCs. This coupled with requests for further information is stretching our resource. The requests for support and questions we are receiving show that communities want to understand the proposals and we're not suggesting we do anything different. The developing of FAQs and offer of sessions with PC and CC chairs should help further with this.</p> <p>The 20 minute One to one sessions were scheduled for January.</p>	↑
3	Failure to realise cashable and non-cashable benefits	2	4	Modelling is being carried out and anonymised example collectives and the costings that underpinned them was scrutinised by EBWG	→
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	2	We continue to work closely with workstreams within the Transformation Programme. 2, 7,8 and 10 are closely linked to this workstream	→
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	3	4	<p>Engagement strategy and planned engagement will help to mitigate this risk.</p> <p>As per risk 1 above we are seeing increased interest and requests for more information about the proposals.</p> <p>We are also communicating with local press and on social media to promote the consultation</p>	↑



Education Transformation Programme

				There is a significant amount of misinformation still in circulation.	
8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	2	2	SCES and diocese are key stakeholders in the engagement strategy. Engagement is underway and ongoing	→

6 Week Horizon:

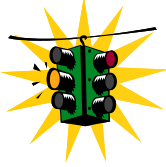
1. Pupil consultation – we are reviewing the material on EmpoweringOurEducators with a view to making changes to it that will support primary and secondary pupil’s consultation. Pupil consultation will begin by end of January.
2. Engagement with Parent and Community Council chairs, we have arranged virtual sessions so that the Chairs can hear about the proposals in more detail and ask us questions to better inform their understanding before they hold their own meetings. These sessions are planned for :
 - Friday 21st January at 3.30 – 5.00pm
 - Tuesday 25th January at 3.30 – 5.00pm
 - Tuesday 25th January at 7.00 – 8.30pm
 - Wednesday 26th January at 3.30 – 5.00pm
 - Friday 28th January at 12.30 - 2.00pm
3. We will work with the comms team to arrange a press conference with the local newspapers.
4. We will continue to promote the consultation and dispel the misinformation using our social media channels.
5. HT consultation for the outstanding six HT who missed their workshops will take place in January. They have been informed but we haven’t set a date yet as some are still off sick. This will also be an opportunity for any newly appointed HTs to attend.
6. We’ll share the job descriptions for leadership posts once approved by JSC with our HTs and those in promoted posts in school.
7. HT findings report will be shared with [REDACTED].
8. We will encourage and promote the consultation with school staff.

[REDACTED]

12th January 2021



Education Transformation Programme

Name of Document:	Highlight Report No 12 <i>School Leadership Transformation</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>18.01.2022 to 25.02.2022</i>	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i>	

Progress Headlines:

- I. The consultation period has been further extended to 31st March to allow more time for staff and pupil consultation. All consultee groups have been informed of this and the extension to the consultation has been reported in the local press and our social media channels.
- II. We have prepared a second volume of FAQs which gathers all of the questions and answers we have been asked about the model during the month of January. The FAQs vol 2 have been issued to parent and community councils, head teachers, school staff, JSC members and elected members.
- III. The opportunity to book a one to one call with an education professional [Book a call - Argyll and Bute Council \(empoweringoureducators.co.uk\)](http://empoweringoureducators.co.uk) went live although uptake is lower than anticipated. Feedback from both caller and team member is that these 20 minute calls are going well and a very beneficial addition to the consultation, offering parents and staff the opportunity to ask the questions that matter to them the most.

Consultation and Engagement with HTs, school staff and TUs

- IV. The Head Teachers who missed the consultation workshops held in November were invited to attend a session led by Stand colleagues on 14th February to hear about the proposals and share their views. This was also an opportunity for our most recently appointed HTs to find out more about the proposals.
- V. School staff have their own section of the EmpoweringOurEducators site and consultation material has been shared with all staff in schools directly via email and disseminated from their head teachers and their own schools enquiries@ email address.
- VI. Two staff webinars have taken place, on 15th and 22nd February, led by our Heads of Service and Education Manager – Transformation. Attendance and engagement has been good at these sessions and more webinars are being arranged.
- VII. Trade Union and professional association consultation continues. Our Education Manager – Transformation has met with AHDS and EIS representatives to talk through the proposals and answer questions. Engagement through JSC will be ongoing throughout the consultation process.

Consultation with communities

- I. We held 5 virtual question and answer sessions for chairpersons of Parent and Community Councils led by our Heads of Education and Education Manager – Transformation where we talked them through the



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proposals. These sessions were arranged as we want everyone to have as much clarity as possible on what the proposals mean in order to get informed feedback. 93 chairs from across the authority attended these sessions.

- II. Parent and Community Councils consultation is well underway. To date 34 PCs and CCs have requested the support of an education professional from the central team and the HTs on the project team to attend their virtual meetings and to present the proposals and answer questions.
- III. Elected members were invited to attend virtual sessions facilitated by our Heads of Education and Education Manager – Transformation where the proposal has been presented and they are given the opportunity to give feedback and ask questions. The elected members who have attended these sessions found them very helpful when they in turn attend parent and community councils in their wards.
- IV. We met with Jenni Minto MSP on 15th February to talk through the proposals and answer Jenni’s question. This was followed up by a briefing note which was shared with Jenni and her team. A similar session has been arranged for Jackie Baillie MSP on 25th March.
- V. We arranged a virtual press conference on 25th January with local press and community newsletters in attendance. We also arranged an interview with Times Education Supplement on 16th February.
- VI. All parents received our “In a Nutshell” document which was issued to them via the Expressions App. This document was prepared to help parents better understand the proposals and the consultation. “In a Nutshell” was also shared with all school staff via email.
- VII. We continue to receive correspondence and questions to support@empoweringoureducators with more than 400 emails received and responded to to date.
- VIII. The feedback from all of the consultation will be fed into the central portal where it will be analysed. Responses will be segmented by school, community and island. In addition to the overall analysis, island feedback will be separated and reviewed with a view to preparing the Islands Communities Impact Assessment. Equality impact assessments will also be prepared.

Consultation with other stakeholder groups

- IX. We met with representatives from Bord na gadhlig and Comann nam Pàrant to talk through the proposals and their feedback was positive seeing this as an opportunity to expand opportunities to share both Gaelic language and culture across the collectives. We have agreed to arrange a virtual session for GME parents and we intend to follow this up with a set of Gaelic FAQs.
- X. Our Education Manager – Transformation continues to meet with diocese and representatives from SCES to discuss the implications for the proposals on denominational education. The most recent meeting took place on 8th February.

Pupil consultation

- XI. Pupil consultation material has been prepared to support pupil engagement and get their feedback on the proposals. Pupils will have their own section of the EmpoweringOurEducators site and video, presentations and feedback forms have been prepared following focus groups with pupils at Hermitage Academy and Oban High, feedback from teachers and head teachers across the authority and members of the central team. Pupil consultation material has been sent out to all schools with a return date of the end of the school term and the material has been designed to be pupil led.
- XII. In addition the Inclusion and Equity team are arranging for supported engagement sessions with a selection of our ASN pupils from across the authority.



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Developing the model

- XIII. We have developed an additional anonymised collective example which includes five primary schools, some of which have under 30 pupils. Crucially this example collective does not include a shared headship and this was deliberately chosen to address the misconception that all schools with a roll of under 30 will move to a shared headships. We are still to share this example.
- XIV. The work on roles and responsibilities for the leadership posts within the model and in particular the specialisms for Heads of School continues with the focus group of head teachers, central team staff and EIS representatives. The group met again on 22nd February and a framework and a set of guiding principles have been produced to support the discussion. Our education manager – transformation is leading on this work.
- XV. Our Heads of Education and Education Manager – Transformation met with the leadership team at Fife Council Education Service to talk about the similarities and challenges in consulting on leadership models across a collective/cluster of schools.

Major Risks

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for consultation due to failure to prioritise this project over other projects and ongoing pieces of work	4	3	Timescales have been extended to 31 March. We are seeing increased uptake in the requests for support from education professionals from our CC and PCs. This coupled with requests for further information is stretching our resource. The requests for support and questions we are receiving show that communities want to understand the proposals and we're not suggesting we do anything different. The developing of two sets of FAQs, one to one sessions and offers of sessions with PC and CC chairs should help further with this.	→
3	Failure to realise cashable and non-cashable benefits	2	4	Modelling is being carried out and anonymised example collectives and the costings that underpinned them was scrutinised by EBWG	→
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	2	We continue to work closely with workstreams within the Transformation Programme. 2, 7,8 and 10 are closely linked to this workstream	→



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7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	3	4	<p>Engagement strategy and planned engagement will help to mitigate this risk.</p> <p>As per risk 1 above we are seeing increased interest and requests for more information about the proposals.</p> <p>We are also communicating with local press and on social media to promote the consultation</p> <p>There is a significant amount of misinformation still in circulation.</p>	→
8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	2	2	<p>SCES and diocese are key stakeholders in the engagement strategy.</p> <p>Engagement is underway and ongoing</p>	→

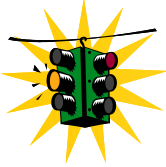
6 Week Horizon:

1. Pupil consultation will be taking place.
2. Engagement with Parent and Community Councils continues.
3. Engagement with SCES, the diocese and GME educations continues.
4. Engagement with TUs and professional associations is ongoing.
5. We will continue to promote the consultation and dispel the misinformation using our social media channels.
6. We will develop a third volume of FAQs and Gaelic specific material.
7. We will revisit the consultation sessions with Head Teachers to see if views have changed on the proposals.
8. We will continue to develop the roles of the senior leadership posts and share the job descriptions once approved by JSC with our HTs and those in promoted posts in school.
9. We will encourage and promote the consultation with school staff including arranging more webinars.

23rd February 2021



Education Transformation Programme

Name of Document:	Highlight Report No 13 <i>School Leadership Transformation</i>	Overall Project Status  GREEN
Author:	██████████	
Description of Content:	Summary of progress <i>01.02.2022 to 20.04.2022</i>	
Distribution:	██████████ - sponsor <i>Education Transformation Board</i>	

Progress Headlines:

The consultation closed on 31st March and on 1st April for pupil consultation. Since last November we have carried out the following activities to support the consultation.

Information provided on the proposal

A website (www.empoweringoureducators.co.uk) was published that explains the proposal in a way that was accessible and easy to understand and provided clear ways for people to ask questions and have their say. It also provided the full engagement timetable.

A document could be downloaded from the website which describes the proposals in full. Variations on that document were created for consultation with specific groups, each tailored for its own audience (eg. Head Teachers, or school pupils). Short videos were also created for different stakeholders - communities, school staff and pupils.

Scope of the consultation

This consultation/engagement process was concerned only with the current, up to date proposal for changes to school leadership, as shared from November 2021 onwards.

The consultation process

The Empowering Our Educators website was published on 29th November 2021 and the council's social media channels were used to promote awareness to general public.

Audience-specific documents were disseminated through the website to specific audiences:

- 29 November 2021: Parent and Community Councils;
- 29 November 2021: Elected Members;
- 3 December 2021: Head Teachers and school enquiries email to disseminate to school staff (prior engagement on the proposals was conducted with Head Teachers in focus group scenarios.)

Education professionals

All **Head Teachers** in Argyll and Bute were invited to a series of workshop sessions on 26th October - 2nd November 2021 with the Heads of Service to explore the context and reasons for change. Following that, our Head Teachers were engaged in groups of three to six to review the proposal (11th – 25th November 2021). 94% of Head Teachers across the local authority took part in these sessions. The remainder, who were unavailable through illness, and our recently appointed Head Teachers attended sessions on 14th February and 4th March 2022.



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The consultation with Head Teachers included a second round of engagement, with the opportunity once again for Head Teachers to come together in small groups to share their views. These sessions took place from 17th to 26th March 2022.

There is a dedicated area on the Empowering Our Educators website for **school staff**. Materials explaining the proposal and how it would affect them have been shared with all school staff via direct email and general school enquiries email, and also disseminated by their Head Teachers.

Three webinars for school staff took place, on 15th, 22nd February and 14th March 2022, led by the Heads of Service and the Education Manager (Transformation). Attendance and engagement at those sessions was high.

Education managers and officers in the **Education Service central team** participated in facilitated sessions during the week beginning 29th November 2021. Sessions were also held for the Educational Psychology, Inclusion and Equity, Early Years and School Support teams with an opportunity to find out more about the proposals and ask questions of the Heads of Service.

Consultation with the relevant **Trade Unions and Professional Associations** has been ongoing throughout the consultation period. On 29th and 30th November 2021 Trade Unions and professional association members were invited to an information and discussion session. Following on from this the Heads of Education and Education Manager (Transformation) have met with AHDS, SLS and EIS regional representatives to present the proposal and answer questions.

Engagement is ongoing with the Joint Services Committee where the proposals and consultation are a standard agenda item.

Communities

Five Q&A sessions were hosted for chairpersons of **Community Councils and Parent Councils**. The Heads of Service and Education Manager (Transformation) presented the proposal and answered questions from a total of 93 chairpersons from across Argyll and Bute at these sessions.

Chairpersons were encouraged to then share the proposal with their Community Councils and Parent Councils for discussion, and feed back in a structured fashion through the Empowering Our Educators website. We offered the support of an education professional from the Education Services team to attend their discussions and answer any questions. 37 Community Councils and Parent Councils took up that offer.

Elected members were invited to attend sessions, held between mid-December 2021 and mid-January 2022, with the Heads of Service and Education Manager (Transformation) to explore the proposal, give feedback and have their questions answered.

A briefing was held for **members of the local press** and representatives of **community newsletters** on 25th January 2022. An interview was arranged with the **Times Education Supplement** on 16th February 2022.

All **parents** of children and young people in Argyll and Bute schools received a summary of the proposal titled 'In a Nutshell' via the Expressions app. This was also shared with all school staff by email.

The leadership of Argyll and Bute Council and Education Heads of Service have met with both **Jenni Minto MSP** and **Jackie Baillie MSP** to discuss the proposals.

General consultation

The facility was provided for **any individual** to book a one-to-one call with an education professional to personally discuss the proposal. This opportunity was promoted through local press and social media. 28 such calls were held.



Education Transformation Programme

Questions and feedback on the proposal arrived through the website and via email to support@empoweringoureducators.co.uk over 400 emails and enquiries were received and responded to.

Three sets of Frequently Asked Questions (FAQs) were collated, responded to and published. December questions were collated and responded to in FAQ 1, published through the website on 6th January 2022. January questions were collated and responded to in FAQ 2, published through the website on 4th February 2022. February questions were collated and responded to in FAQ 3, published through the website on 4th March 2022.

Other stakeholders

Argyll and Bute Council met with representatives of **Bord na gadhlig** and **Comann nam Pàrant** to discuss the proposal and explore opportunities for sharing Gaelic culture and language in the proposed school collectives. This was followed up by consultation sessions offered to **parents** of children and young people in **Gaelic Medium Education** on 22nd March 2022. We have also published a fourth set of FAQ documents specifically for Gaelic related questions – both in English and Gaelic.

The Education Manager (Transformation) has met with the **diocese and representatives from SCES** to discuss the implications of the proposal for denominational education in Argyll and Bute. The most recent of these meetings took place on 8th February 2022.

The proposals were shared with the **Armed Forces and Community Partnership** at their meeting on 25th February 2022.

School pupils

Age and context appropriate materials explaining the proposal was provided to all Head Teachers in Argyll and Bute for them to share, supporting **Pupil Council** engagement in every school. These materials could be viewed by the public on the website. Pupil Councils have their own section of the Empowering our Educators website, including presentations, videos and feedback forms. These were developed through focus groups with pupils and feedback from teachers and Head Teachers across the local authority. Pupil Council feedback was returned for collation by the end of the school term.

The Education Service's Inclusion and Equity Team supported specially tailored engagement sessions with a selection of our **ASN pupils** across the local authority.

Other feedback routes

Consultation was primarily conducted via the Empowering our Educators website. It included clear guidance on how to submit feedback in a structured and meaningful manner which protected the integrity of the collected responses and ensured that nothing is missed – it is all stored securely and backed up.

Feedback, however, also arrived through other channels. We agreed to accept feedback, however it arrived. We were committed to acknowledging every piece of feedback we received, but we could not guarantee receipt of feedback which is not submitted through the correct channels (i.e. the website or the support@empoweringoureducators.co.uk email).

Recording and reporting

The raw feedback (data) from consultation will be collated and analysed. As per the Scottish Government's Consultation Good Practice Guidance, Argyll and Bute Council will be using an external agency, Stand, to ensure the



Education Transformation Programme

integrity of collected raw data. Stand will collate and analyse the data and generate an analysis report for consideration, in the first instance, by the project team.

Feedback will be segmented by audience group and geographic area. Island responses will be separated and reviewed to facilitate an Island Communities Impact Assessment. Equality impact assessments will also be prepared.

The Education Service will review and sign off on the analysis provided by Stand. The learnings and recommendations will inform the Council's written paper to Community Services Committee in Autumn 2022. The paper will incorporate details of the consultation process and level of engagement.

The report and recommendations will be published, with the raw data made available on the website.

Major Risks

CURRENT RISKS / ISSUES					
Risk ID	Description	Prob	Imp	Action / Progress	Trend
1	Failure to meet agreed timescales for consultation due to failure to prioritise this project over other projects and ongoing pieces of work	2	3	Consultation has now ended and the project has moved into the next stage, analysing the feedback received.	↓
3	Failure to realise cashable and non-cashable benefits	2	4	Modelling is being carried out and anonymised example collectives and the costings that underpinned them was scrutinised by EBWG	→
5	Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	1	2	We continue to work closely with workstreams within the Transformation Programme. 2, 7,8 and 10 are closely linked to this workstream	→
7	Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	3	4	Consultation has now ended and the project has moved into the next stage, analysing the feedback received.	→
8	Plans to create an executive head who would provide strategic leadership or a depute head would provide operational leadership if the post holder is not endorsed by the church would be campaigned against by the catholic church should such a model be considered for our denominational schools.	2	2	SCES and diocese are key stakeholders in the engagement strategy. Engagement is underway and ongoing	→

TRANSFORMATION PROGRAMME FOR A SUSTAINABLE EDUCATION SERVICE

PROJECT BRIEF FOR OPTION 1

SCHOOLS PARTNERSHIP PROGRAMME

Date 07.10.2019

1 Project Purpose/Objectives

The Schools Partnership Programme (Clusters) will consider how a number of larger schools could potentially take on the management of smaller neighbouring schools. This would involve looking at smaller schools across the authority which are in relatively close proximity to a larger schools that would have the capacity to manage an additional 'classroom(s)'. The smaller schools would be treated as a remote classrooms and the complete management would be devolved to the Head Teacher of the larger school. There will still be a requirement for pupil support staff, both statutory and non-statutory in the smaller school, however, there will be no clerical support required as all administrative work will be undertaken within the larger school. This would enable schools to be managed in a more cost effective way and, significantly, would retain a presence in a village whilst offering the pupils in the smaller school the educational benefits of being part of a larger school community.

2 Project Scope

Initial analysis had identified 26 clusters which could be included in this new partnership approach. This was deemed to be too many and the methodology for determining the groupings is currently being revised with a view to reducing the number of groups to transform provision in a sustainable way whilst generating greater economies of scale. Depending on the geographical circumstances and educational benefits, it may be more appropriate for a larger group of schools to be merged under one headship.

The indicative savings with this project are circa £675k and the initial assumptions were:

The potential new cluster staffing structures were derived through the use of the staffing circular and the knowledge and expertise of those on the Education Budget Working Group. The salaries used for the costings were those included on the 2019/20 teacher's template but this was prior to the pay agreement being finalised so the salaries have changed since the calculation was done. The 2019/20 staffing exercise has also taken place since the original calculations were done and this has impacted on the school teacher entitlement figures. The finance rep would work with

the assistance of the project team to rework the details to fit with the model chosen to take forward.

There is also a list of assumptions which could impact on the level of saving achievable and these are:-

- All Head teachers salaries calculated at HTDHT scp 10
- All Depute Head teacher salaries calculated at HTDHT scp 5
- All Principal Teacher salaries calculated at PT scp 3
- Any potential job-sizing implications on secondary management structures (for 3-18 schools) have not been built into the calculations
- Basic Teachers based on current scp's (from 19/20 salary template) with any differences budgeted at scp 6 (top)
- Any saving in Gaelic Specific Grant funded units would result in a corresponding reduction in income
- Reduction in FTE assumes that starting point was 2019/20 primary staffing template
- It has been assumed that all Cluster Head Teachers are non-class committed
- No allowance has been made for conservation of salaries or redundancy costs

Since the majority of this saving would be achieved through the reduction in promoted posts within schools, there would be a period of salary conservation at promoted level which would mean that full savings would not be achieved (unless posts are vacant) until the conservation period ends.

3 Project team

Name	Post	Role
[REDACTED]	Business Improvement Manager	Project Manager
[REDACTED]	HR Business Partner Customer Services	HR Rep
TBC	Lawyer	Legal Rep
[REDACTED]	Senior Accountant - Education	Finance Rep
[REDACTED]	Head Teacher Castlehill Primary, Carradale Primary, Drumlemble Primary	Education Rep - Primary
[REDACTED]	Executive Head – Oban High School, Tiree High School	Education Rep – Secondary
[REDACTED]	Education Manager	Education Rep – Central Team
TBC		Project Support – across all projects within the Education Transformation Programme

4 Project risks

The risks with this project are

Description	Prob	Imp	Mitigating Actions
Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	4	3	Project Team identified and project plan takes cognisance of organisational capacity to deliver, potential changes in personnel and competing priorities
Failure to secure membership of the project team	3	2	Alternative members will be identified to take on the roles in the project brief section 3
Failure to realise cashable and non-cashable benefits of the	3	4	Project team will focus on the delivery of the benefits. Risk that benefits will not be realised as anticipated will be flagged to the programme manager at the earliest opportunity and plans will be reviewed and revised accordingly.
Failure to comply with appropriate legislation when preparing plans to implement cluster model	3	4	Legal rep on project team will carry out a review all relevant legislation and ensure that the legislative requirements are built into the implementation plans and timescales.
Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	2	3	The project will be managed within the Education Transformation Programme overseen by the Programme Manager. The Heads of Education are the project Sponsors and the programme board meets regularly to review progress.
Failure to meet savings as anticipated due to failure to review pay and grading model for Education as anticipated	2	4	HR rep will carry out a review of Education pay and grading model and project team will prepare a set of recommendations which will alter the model. Assuming there will need to be consultation on this with TUs, HTs and teaching staff.
Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	2	4	Communication and engagement strategy will be prepared by project manager, overseen by programme manager.

5 Project timelines

ID	Action	Timescales	Interdependencies	Responsible person
1	Approve project brief and mobilise project team	16 th October 2019		Education Transformation Board
2	Prepare revised methodology for identification clusters	End of October 2019	1	

3	Review appropriate policies and the methodology and approach used in other authorities who have implemented this model	End of November 2019	1, 2	Project team
4	Review legislative requirements	End of December 2019	1, 2, 3	Legal rep
5	Review pay and grading model and prepare set of recommendations to modify	End of January 2020	1, 2, 3	
6	Apply methodology and identify potential clusters	End of December 2019	1, 2, 3	Project team
7	Prepare implementation plan	Mid February 2020	1, 2, 3, 4, 5, 6	Project team
8	Prepare communications plan and stakeholder engagement strategy	End of February 2020	7	Project manager / project team
9	Prepare benefits realisation methodology and confirm cashable and non-cashable savings	End of March 2020	1, 2, 3, 4, 5, 6	Project manager / project team
10	Prepare business case	End of April 2020	1, 2, 3, 4, 5, 6, 7, 8, 9	Project manager / project team
11	Implementation – phased approach	Aug 2020 – June 2022	10	Heads of Education

TRANSFORMATION PROGRAMME FOR A SUSTAINABLE EDUCATION SERVICE

PROJECT BRIEF FOR OPTION 2

SCHOOLS PARTNERSHIP PROGRAMME

Updated 01.11.2019

1 Project Purpose/Objectives

Excellence and equity underpin the approach to delivering Scottish education. Within Argyll and Bute ambition, excellence and equality underpin our approach to the delivery of education reflecting national expectations.

To meet the challenges of delivering excellent learning and teaching, empowered leaders and best value across our learning estate cluster learning models may be implemented. These models will reflect the diversity of Argyll and Bute schools understanding learners, staff and parents in their specific contexts. Their main focus would centre upon the educational benefits for our learners.

The Schools Partnership Programme (Clusters) will develop a strategy and consider a range of potential models that would be implemented across our school estate in relation to the leadership and management of a cluster of schools. Models may include:

- Shared Headship
- Executive Headship
- Remote classroom clusters
- Geographical clusters

2 Project Scope

Consideration of “what is a cluster” will lead to identification of cluster models that will support the diversity of our learning estate and the particular challenges facing small and rural schools. Educational benefits will be at the centre of models and incorporate:

- Leadership and management, including staffing recruitment and retention
- 3-18 Curriculum and transitions
- Additional Support Needs (ASN)
- Business Support, Resources and IT

Cluster models will also focus upon delivering best value.

The Schools Partnership (Clusters) Project Team will prepare a methodology for identifying clusters ensuring that we maintain linkages with the other projects within the Education Transformation Programme. The project team will consider applying this methodology across Argyll and Bute and how a number of larger schools could potentially take on the management of smaller neighbouring schools. This would involve looking at smaller schools across the authority which are in relatively close

proximity to a larger schools that would have the capacity to manage an additional 'classroom(s)'. The smaller schools may be treated as a remote classrooms and the complete management would be devolved to the Head Teacher of the larger school. There will still be a requirement for pupil support staff, both statutory and non-statutory in the smaller school, however, there will be no clerical support required as all administrative work will be undertaken within the larger school. This would enable schools to be managed in a more cost effective way and, significantly, would retain a presence in a village whilst offering the pupils in the smaller school the educational benefits of being part of a larger school community.

For example, Initial analysis of a geographical cluster model had identified 26 clusters which could be included in this new partnership approach. The indicative savings with this project are circa £675k. These indicative savings were derived through the use of the staffing circular and the knowledge and expertise of those on the Education Budget Working Group. The salaries used for the costings were those included on the 2019/20 teacher's template but this was prior to the pay agreement being finalised so the salaries have changed since the calculation was done. The 2019/20 staffing exercise has also taken place since the original calculations were done and this has impacted on the school teacher entitlement figures. Since the majority of the saving would be achieved through the reduction in promoted posts within schools, there would be a period of salary conservation at promoted level which would mean that full savings would not be achieved (unless posts are vacant) until the conservation period ends. These assumptions and the indicative savings which could be achieved by implementing cluster models across Argyll and Bute will be revisited by the project team.

3 Project team

Name	Post	Role
[REDACTED]	Business Improvement Manager	Project Manager
[REDACTED]	HR Business Partner Customer Services	HR Rep
[REDACTED] - tbc	Lawyer	Legal Rep
[REDACTED]	Senior Accountant - Education	Finance Rep
[REDACTED]	Head Teacher Castlehill Primary, Carradale Primary, Drumlemble Primary (MAKI Cluster)	Education Rep - Primary
[REDACTED]	Executive Head – Oban High School, Tiree High School (OLI Cluster)	Education Rep – Secondary
[REDACTED]	Head Teacher - HALCO Cluster	Education Rep – Primary
[REDACTED]	Education Manager	Education Rep – Central Team
[REDACTED]	QIO Education Transformation Programme	Programme Support – across all projects within the Education

	Transformation Programme
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4 Project risks

The risks with this project are

Description	Prob	Imp	Mitigating Actions
Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	4	3	Project Team identified and project plan takes cognisance of organisational capacity to deliver, potential changes in personnel and competing priorities
Failure to secure membership of the project team	3	2	Alternative members will be identified to take on the roles in the project brief section 3
Failure to realise cashable and non-cashable benefits of the	3	4	Project team will focus on the delivery of the benefits. Risk that benefits will not be realised as anticipated will be flagged to the programme manager at the earliest opportunity and plans will be reviewed and revised accordingly.
Failure to comply with appropriate legislation when preparing plans to implement cluster model	3	4	Legal rep on project team will carry out a review all relevant legislation and ensure that the legislative requirements are built into the implementation plans and timescales.
Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	2	3	The project will be managed within the Education Transformation Programme overseen by the Programme Manager. The Heads of Education are the project Sponsors and the programme board meets regularly to review progress.
Failure to meet savings as anticipated due to failure to review pay and grading model for Education as anticipated	2	4	HR rep will carry out a review of Education pay and grading model and project team will prepare a set of recommendations which will alter the model. Assuming there will need to be consultation on this with TUs, HTs and teaching staff.
Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	2	4	Communication and engagement strategy will be prepared by project manager, overseen by programme manager.

5 Project timelines

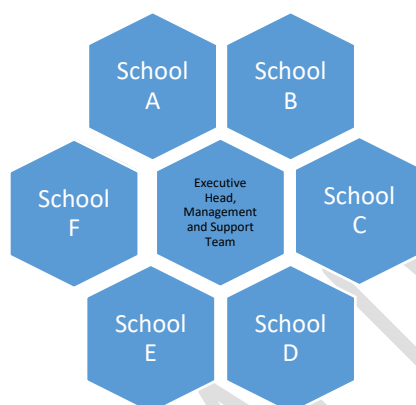
ID	Action	Timescales	Interdependencies	Responsible person
1	Approve project brief and mobilise project team	16 th October 2019		Education Transformation Board

2	Prepare revised methodology for identification clusters	End of November 2019	1	Louise Connor
3	Review appropriate policies and the methodology and approach used in other authorities who have implemented this model	End of December 2019	1, 2	Project team
4	Review legislative requirements	End of January 2019	1, 2, 3	Legal rep
5	Review pay and grading model and prepare set of recommendations to modify	End of February 2020	1, 2, 3	Jennifer Coyle
6	Apply methodology and identify potential clusters	End of March 2020	1, 2, 3	Project team
7	Pilot project	Mid April 2020	1, 2, 3, 4, 5, 6	Heads of Education
8	Prepare communications plan and stakeholder engagement strategy	End of April 2020	1, 2, 3, 4, 5, 6	Project manager / project team
9	Prepare benefits realisation methodology and confirm cashable and non-cashable savings	End of April 2020	1, 2, 3, 4, 5, 6	Project manager / project team
10	Prepare strategy	End of June 2020	1, 2, 3, 4, 5, 6, 7, 8, 9	Project manager / project team
11	Evaluation of Pilot and capture of lessons learnt	October 2020	7	Heads of Education / project team
12	Implementation – phased approach	Aug 2020 – June 2022	10, 11	Heads of Education

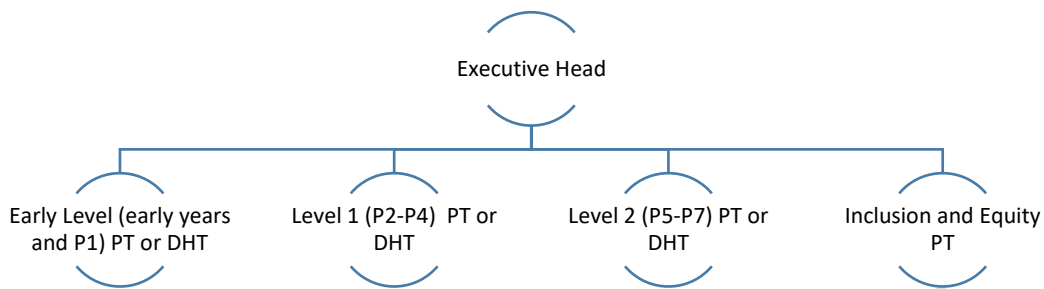
School Leadership Structures - (Clusters and Executive Headships)

Primary Workshop - Key points following the workshop for discussion and further exploration

- a) Clusters of primary schools can be managed under one head teacher (executive head)
- b) The combined number of pupils in a cluster should not be the determinant of the number of schools under the one Executive Head. Geographical and community connections are more relevant here.
- c) The cluster should be thought of as a virtual school with each of the schools it contains as separate buildings not separate schools.



- d) Resource should be combined to include all of the individual school budgets and all staffing under one single combined budget and resource pool. The Executive Head would have overall responsibility for staffing and school budgets and then allocate and target resource accordingly dependent on an analysis and understanding of the attainment data.
- e) Staff would be part of a cluster and not part of a school and could therefore be moved accordingly either on a temporary basis to provide cover or on a longer term basis to support a specific development need in one of the schools.
- f) Educational Resources would be purchased and shared amongst all of the schools in the cluster, providing best value and equity. Better targeting of resource will allow smaller schools to benefit from more and better access to Educational resources to support learning and teaching.
- g) Improvement plans should / could be prepared for the cluster, not for individual schools, if regulatory and inspection bodies permit this.
- h) School management to support the cluster and the Exec Head would be based on a thematic approach, not based on the size of the individual schools, though it is likely that it would be size that will determine the entitlement to DHT and principal teachers. The thematic approach would mirror the approach taken in secondary schools of pastoral care. Parents, and other professionals, would know who to contact dependent on what they wanted to discuss rather than which school their child attended.



- i) Due to the difference in inspection approach, differing paperwork, policies and planning for Early Years there could be management support for all ELC's and primary 1 classes across the cluster. This could be a PT or DHT depending on the size of the cluster.
- j) Level 1, primary 2 to 4, and Level 2, primary 5 to 7, would also have management and leadership provided by a PT or DHT across the cluster, again dependent on the size of the roll, the unique challenges and makeup of the cluster.
- k) Inclusion and equity including the PEF agenda and ASN support would also benefit from its own PT support in the majority of clusters and especially those with a support base.
- l) Improving attainment and analysis of data should be embedded in all of the promoted posts and not seen as a separate function.
- m) The promoted posts could be a full time or part time post dependent on the total size of the combined school rolls.
- n) This approach would provide us with the opportunity to develop expertise at each level of Curriculum for Excellence across early years and the primary sector. This also provides better career progression and better training and mentoring at each of these levels.
- o) It will be a challenge to empower teachers to make their own decisions in this new model of school management. This would be a significant change in culture to embed delegated decision making especially if the HT is not present in the building. It was noted that generally there is a culture of more empowered decision making within ELC practitioners.
- p) Janitorial and other support staff will cover the cluster and be deployed accordingly resulting in greater support to smaller schools as the time allocated per school would be aggregated.
- q) We could and should be more ambitious in the number of schools we have in our clusters but a cluster with one very large school i.e. 3-18 and a number of smaller primaries could be challenging as the larger school has its own management structures and support already in place. This could be detrimental to the smaller and medium sized primaries who might become subsumed by a much larger school to the detriment of their own culture and identity.
- r) The executive head should be based in the most suitable buildings and attend meetings / events in each of the schools but should not be required to rotate between all of the schools in the cluster on a weekly basis.
- s) Appropriate IT and broadband will be key to ensuring the cluster is managed appropriately and that the pupils get the educational benefits of being part of a wider learning community.
- t) We need to give careful consideration to the training and support required for those taking on the role of Executive Heads. We should work collaboratively with Northern Alliance, ADES and Education Scotland to assist with this.

Added following secondary and 3-18 workshop

- u) The benefits in coherence in curriculum, sustainability and transitions are all very positive.
- v) The executive head for a cluster will be a challenging role and those taking on the role must be supported to develop skills, capacity and experience.
- w) It is very important that we carry out meaningful engagement and consultation with school communities around the proposals and the importance of maintaining individual schools culture and identity when bringing them together in a cluster under a single executive head.

Added following primary follow up workshop

- x) The scale points for principal teachers should include management time to provide leadership and guidance to transitions between each stage of the BGE.
- y) The scale point for DHT should include management time for pastoral care.
- z) The model for the allocation of the promoted posts (DHTs and PTs) and management structure for a cluster should be based on an analysis of the combined roll and other factors including ASN needs, SIMD data and the Scottish Attainment Challenge, and if included within the cluster ELC (number of settings) and Gaelic curriculum development in GMUs.
- aa) When the combined roll in a cluster reaches a certain threshold the executive head would need a management team to support the cluster, as distinct from a DHT and principal teachers with teaching commitments and management time.

Added following small schools workshop

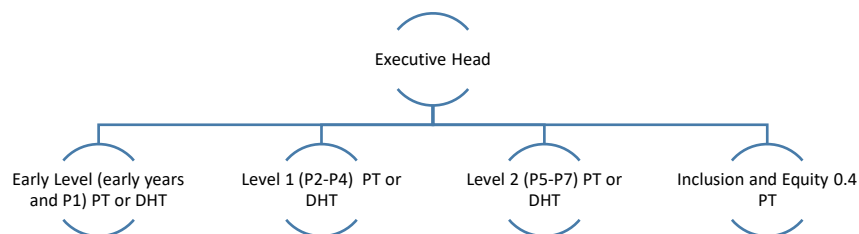
- bb) The cluster should be thought of as a virtual campus with each of the schools within the cluster as separate buildings not separate schools. The schools will retain their own identity within the campus model.
- cc) Schools with very small rolls will benefit from increased resources.

Through discussions at the workshops the educational benefits are becoming clearer and there is agreement from the workshops that the proposed model offers:

- I. Career enhancement and progression
- II. Empowerment of school leaders
- III. Improved curriculum development and learning and teaching meeting learners needs
- IV. Improved educational outcomes for children and young people
- V. Reduced likelihood of failure to recruit to key posts
- VI. Improved sharing of resources
- VII. Improved partnership working with schools in a cluster
- VIII. CPD opportunities

School Leadership Models – Cluster modelling – Executive Heads Primary

Model 1 - For school clusters with a combined roll <440

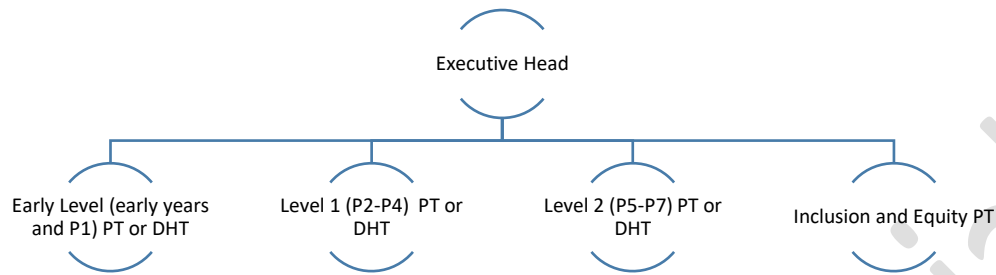


In addition to the model for the allocation of the promoted posts within a cluster the following factors should also be taken into account and posts or management time allocated after consideration of the following:

Determining Factors	Thresholds	Impact
Roll (combined size to include ELC)	>220	= 1 additional DHT. To be allocated to a post as per the model. The scale point for DHT should include management time for pastoral care.
ASN (total no of pupils in staged intervention level 3 and receiving ASN support)	If ASN assistant total hours >200 weekly	= additional PT management time (inclusion and equity)
ELC (no of settings and combined staff)	>56 combined roll and / or in 4 or more settings	Would see us providing additional input from the central ELC team to ensure equity of provision with partner providers.
Gaelic (curriculum development)	If 2 or more GMUs	Would see us providing additional input from authority wide remits to support curriculum development in Gaelic.
Management time for Transitions (between all stages)	Is a requirement within all of the promoted posts in the model	None
SIMD data (Scottish attainment challenge)	No impact on staffing. Distance and community connections is a determining factor when identifying clusters. Additional SG funding might be used for staffing.	No impact

Model 2 - For school clusters with a combined roll >440

Will require a non-teaching management team, as distinct from a DHT and principal teachers with teaching commitments. 2 of the management posts will be DHTs.



Confidential Draft

Education Management: Proposed Changes

New information gleaned from FOI requests

1 The council claimed that these proposals were **cost neutral**. In fact, the starting point in late 2019 was that the proposals would save an estimated **£675k**, see page 2.

2 The council claimed that there would be **no removal of school identities**. In fact, page 2 shows that the **“complete management”** of what they called **“remote classrooms”** would be with the head teacher of the larger school, see page 2.

3 There was no mention publicly of the removal of all clerical staff from the smaller schools but in fact that is exactly what they stated in late 2019, see page 2.

4 There has been no mention publicly of the “streamlining” of the core staff but this has been taking place anyway. See page 3 as confirmation this was always part of the plan.

5 The council claimed that teaching duties would be removed from all headteachers. The words used were “100% non teaching”. I asked for the costs of the additional teaching staff needed to make this happen and was told they didn’t have that information to hand. I made an FOI asking how many contracted teaching hours were within current head teacher contracts which I eventually got. The teaching hours came to 25,738. I costed those hours at a median point on the teaching salary scale. The costs are in the region of £764k per annum. It is odd in the extreme that none of this information was to hand.

6 There has been no mention of the number of clusters of schools but the figure of 16 appeared in another document which was used to tender for companies to market their “concept”. It is evident that their concept was fixed. The words used were:

knowledge, experience and locus. However, our concept and the associated benefits with it does not change. We must listen to our stakeholders and adapt our

So, is this a genuine consultation or is it the marketing of the concept to the public?

7 In another document the following words were used. This has potentially big implications for the potential closure of small schools, especially if full management control is elsewhere.

Staff would be part of a cluster and not part of a school and could therefore be moved accordingly either on a temporary basis to provide cover or on a longer term basis to support a specific development need in one of the schools.

8 Lastly, the overall numbers are still opaque but from what you can see above, if it was to achieve a saving of £675k, and given the costs at 5 above, huge savings need to be made. Streamlining core staff, losing clerical staff and, most likely, cuts to the salaries of current primary head teachers are all in the mix.

So why did all of this have to be dragged from the council?

Michael Breslin & Alan Stewart, 7 June 2022

TRANSFORMATION PROGRAMME FOR A SUSTAINABLE EDUCATION SERVICE

PROJECT BRIEF FOR OPTION 1

SCHOOLS PARTNERSHIP PROGRAMME

Date 07.10.2019

1 Project Purpose/Objectives

The Schools Partnership Programme (Clusters) will consider how a number of larger schools could potentially take on the management of smaller neighbouring schools. This would involve looking at smaller schools across the authority which are in relatively close proximity to a larger schools that would have the capacity to manage an additional 'classroom(s)'. The smaller schools would be treated as a remote classrooms and the complete management would be devolved to the Head Teacher of the larger school. There will still be a requirement for pupil support staff, both statutory and non-statutory in the smaller school, however, there will be no clerical support required as all administrative work will be undertaken within the larger school. This would enable schools to be managed in a more cost effective way and, significantly, would retain a presence in a village whilst offering the pupils in the smaller school the educational benefits of being part of a larger school community.

2 Project Scope

Initial analysis had identified 26 clusters which could be included in this new partnership approach. This was deemed to be too many and the methodology for determining the groupings is currently being revised with a view to reducing the number of groups to transform provision in a sustainable way whilst generating greater economies of scale. Depending on the geographical circumstances and educational benefits, it may be more appropriate for a larger group of schools to be merged under one headship.

The indicative savings with this project are circa £675k and the initial assumptions were:

The potential new cluster staffing structures were derived through the use of the staffing circular and the knowledge and expertise of those on the Education Budget Working Group. The salaries used for the costings were those included on the 2019/20 teacher's template but this was prior to the pay agreement being finalised so the salaries have changed since the calculation was done. The 2019/20 staffing exercise has also taken place since the original calculations were done and this has impacted on the school teacher entitlement figures. The finance rep would work with

the assistance of the project team to rework the details to fit with the model chosen to take forward.

There is also a list of assumptions which could impact on the level of saving achievable and these are:-

- All Head teachers salaries calculated at HTDHT scp 10
- All Depute Head teacher salaries calculated at HTDHT scp 5
- All Principal Teacher salaries calculated at PT scp 3
- Any potential job-sizing implications on secondary management structures (for 3-18 schools) have not been built into the calculations
- Basic Teachers based on current scp's (from 19/20 salary template) with any differences budgeted at scp 6 (top)
- Any saving in Gaelic Specific Grant funded units would result in a corresponding reduction in income
- Reduction in FTE assumes that starting point was 2019/20 primary staffing template
- It has been assumed that all Cluster Head Teachers are non-class committed
- No allowance has been made for conservation of salaries or redundancy costs

Since the majority of this saving would be achieved through the reduction in promoted posts within schools, there would be a period of salary conservation at promoted level which would mean that full savings would not be achieved (unless posts are vacant) until the conservation period ends.

3 Project team

Name	Post	Role
[REDACTED]	Business Improvement Manager	Project Manager
[REDACTED]	HR Business Partner Customer Services	HR Rep
TBC	Lawyer	Legal Rep
[REDACTED]	Senior Accountant - Education	Finance Rep
[REDACTED]	Head Teacher Castlehill Primary, Carradale Primary, Drumlemble Primary	Education Rep - Primary
[REDACTED]	Executive Head – Oban High School, Tiree High School	Education Rep – Secondary
[REDACTED]	Education Manager	Education Rep – Central Team
TBC		Project Support – across all projects within the Education Transformation Programme

4 Project risks

The risks with this project are

Description	Prob	Imp	Mitigating Actions
Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	4	3	Project Team identified and project plan takes cognisance of organisational capacity to deliver, potential changes in personnel and competing priorities
Failure to secure membership of the project team	3	2	Alternative members will be identified to take on the roles in the project brief section 3
Failure to realise cashable and non-cashable benefits of the	3	4	Project team will focus on the delivery of the benefits. Risk that benefits will not be realised as anticipated will be flagged to the programme manager at the earliest opportunity and plans will be reviewed and revised accordingly.
Failure to comply with appropriate legislation when preparing plans to implement cluster model	3	4	Legal rep on project team will carry out a review all relevant legislation and ensure that the legislative requirements are built into the implementation plans and timescales.
Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	2	3	The project will be managed within the Education Transformation Programme overseen by the Programme Manager. The Heads of Education are the project Sponsors and the programme board meets regularly to review progress.
Failure to meet savings as anticipated due to failure to review pay and grading model for Education as anticipated	2	4	HR rep will carry out a review of Education pay and grading model and project team will prepare a set of recommendations which will alter the model. Assuming there will need to be consultation on this with TUs, HTs and teaching staff.
Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	2	4	Communication and engagement strategy will be prepared by project manager, overseen by programme manager.

5 Project timelines

ID	Action	Timescales	Interdependencies	Responsible person
1	Approve project brief and mobilise project team	16 th October 2019		Education Transformation Board
2	Prepare revised methodology for identification clusters	End of October 2019	1	

3	Review appropriate policies and the methodology and approach used in other authorities who have implemented this model	End of November 2019	1, 2	Project team
4	Review legislative requirements	End of December 2019	1, 2, 3	Legal rep
5	Review pay and grading model and prepare set of recommendations to modify	End of January 2020	1, 2, 3	██████████
6	Apply methodology and identify potential clusters	End of December 2019	1, 2, 3	Project team
7	Prepare implementation plan	Mid February 2020	1, 2, 3, 4, 5, 6	Project team
8	Prepare communications plan and stakeholder engagement strategy	End of February 2020	7	Project manager / project team
9	Prepare benefits realisation methodology and confirm cashable and non-cashable savings	End of March 2020	1, 2, 3, 4, 5, 6	Project manager / project team
10	Prepare business case	End of April 2020	1, 2, 3, 4, 5, 6, 7, 8, 9	Project manager / project team
11	Implementation – phased approach	Aug 2020 – June 2022	10	Heads of Education

TRANSFORMATION PROGRAMME FOR A SUSTAINABLE EDUCATION SERVICE

PROJECT BRIEF FOR OPTION 2

SCHOOLS PARTNERSHIP PROGRAMME

Updated 01.11.2019

1 Project Purpose/Objectives

Excellence and equity underpin the approach to delivering Scottish education. Within Argyll and Bute ambition, excellence and equality underpin our approach to the delivery of education reflecting national expectations.

To meet the challenges of delivering excellent learning and teaching, empowered leaders and best value across our learning estate cluster learning models may be implemented. These models will reflect the diversity of Argyll and Bute schools understanding learners, staff and parents in their specific contexts. Their main focus would centre upon the educational benefits for our learners.

The Schools Partnership Programme (Clusters) will develop a strategy and consider a range of potential models that would be implemented across our school estate in relation to the leadership and management of a cluster of schools. Models may include:

- Shared Headship
- Executive Headship
- Remote classroom clusters
- Geographical clusters

2 Project Scope

Consideration of “what is a cluster” will lead to identification of cluster models that will support the diversity of our learning estate and the particular challenges facing small and rural schools. Educational benefits will be at the centre of models and incorporate:

- Leadership and management, including staffing recruitment and retention
- 3-18 Curriculum and transitions
- Additional Support Needs (ASN)
- Business Support, Resources and IT

Cluster models will also focus upon delivering best value.

The Schools Partnership (Clusters) Project Team will prepare a methodology for identifying clusters ensuring that we maintain linkages with the other projects within the Education Transformation Programme. The project team will consider applying this methodology across Argyll and Bute and how a number of larger schools could potentially take on the management of smaller neighbouring schools. This would involve looking at smaller schools across the authority which are in relatively close

proximity to a larger schools that would have the capacity to manage an additional 'classroom(s)'. The smaller schools may be treated as a remote classrooms and the complete management would be devolved to the Head Teacher of the larger school.

There will still be a requirement for pupil support staff, both statutory and non-statutory in the smaller school, however, there will be no clerical support required as all administrative work will be undertaken within the larger school. This would enable schools to be managed in a more cost effective way and, significantly, would retain a presence in a village whilst offering the pupils in the smaller school the educational benefits of being part of a larger school community.

For example, Initial analysis of a geographical cluster model had identified 26 clusters which could be included in this new partnership approach. The indicative savings with this project are circa £675k. These indicative savings were derived through the use of the staffing circular and the knowledge and expertise of those on the Education Budget Working Group. The salaries used for the costings were those included on the 2019/20 teacher's template but this was prior to the pay agreement being finalised so the salaries have changed since the calculation was done. The 2019/20 staffing exercise has also taken place since the original calculations were done and this has impacted on the school teacher entitlement figures. Since the majority of the saving would be achieved through the reduction in promoted posts within schools, there would be a period of salary conservation at promoted level which would mean that full savings would not be achieved (unless posts are vacant) until the conservation period ends. These assumptions and the indicative savings which could be achieved by implementing cluster models across Argyll and Bute will be revisited by the project team.

3 Project team

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[REDACTED]	Business Improvement Manager	Project Manager
[REDACTED]	HR Business Partner Customer Services	HR Rep
[REDACTED] - tbc	Lawyer	Legal Rep
[REDACTED]	Senior Accountant - Education	Finance Rep
[REDACTED]	Head Teacher Castlehill Primary, Carradale Primary, Drumlemble Primary (MAKI Cluster)	Education Rep - Primary
[REDACTED]	Executive Head – Oban High School, Tiree High School (OLI Cluster)	Education Rep – Secondary
[REDACTED]	Head Teacher - HALCO Cluster	Education Rep – Primary
[REDACTED]	Education Manager	Education Rep – Central Team
[REDACTED]	QIO Education Transformation Programme	Programme Support – across all projects within the Education

	Transformation Programme
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4 Project risks

The risks with this project are

Description	Prob	Imp	Mitigating Actions
Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	4	3	Project Team identified and project plan takes cognisance of organisational capacity to deliver, potential changes in personnel and competing priorities
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Failure to manage interdependencies with other projects within the Education Transformation Programme. Projects which could have an impact on this project are Devolved School Management and Streamlining the Central Management Team	2	3	The project will be managed within the Education Transformation Programme overseen by the Programme Manager. The Heads of Education are the project Sponsors and the programme board meets regularly to review progress.
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Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	2	4	Communication and engagement strategy will be prepared by project manager, overseen by programme manager.

5 Project timelines

ID	Action	Timescales	Interdependencies	Responsible person
1	Approve project brief and mobilise project team	16 th October 2019		Education Transformation Board

2	Prepare revised methodology for identification clusters	End of November 2019	1	Louise Connor
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4	Review legislative requirements	End of January 2019	1, 2, 3	Legal rep
5	Review pay and grading model and prepare set of recommendations to modify	End of February 2020	1, 2, 3	Jennifer Coyle
6	Apply methodology and identify potential clusters	End of March 2020	1, 2, 3	Project team
7	Pilot project	Mid April 2020	1, 2, 3, 4, 5, 6	Heads of Education
8	Prepare communications plan and stakeholder engagement strategy	End of April 2020	1, 2, 3, 4, 5, 6	Project manager / project team
9	Prepare benefits realisation methodology and confirm cashable and non-cashable savings	End of April 2020	1, 2, 3, 4, 5, 6	Project manager / project team
10	Prepare strategy	End of June 2020	1, 2, 3, 4, 5, 6, 7, 8, 9	Project manager / project team
11	Evaluation of Pilot and capture of lessons learnt	October 2020	7	Heads of Education / project team
12	Implementation – phased approach	Aug 2020 – June 2022	10, 11	Heads of Education

Education Management: Proposed Changes

New information gleaned from FOI requests

1 The council claimed that these proposals were **cost neutral**. In fact, the starting point in late 2019 was that the proposals would save an estimated **£675k**, see page 2.

2 The council claimed that there would be **no removal of school identities**. In fact, page 2 shows that the **“complete management”** of what they called **“remote classrooms”** would be with the head teacher of the larger school, see page 2.

3 There was no mention publicly of the removal of all clerical staff from the smaller schools but in fact that is exactly what they stated in late 2019, see page 2.

4 There has been no mention publicly of the “streamlining” of the core staff but this has been taking place anyway. See page 3 as confirmation this was always part of the plan.

5 The council claimed that teaching duties would be removed from all headteachers. The words used were “100% non teaching”. I asked for the costs of the additional teaching staff needed to make this happen and was told they didn’t have that information to hand. I made an FOI asking how many contracted teaching hours were within current head teacher contracts which I eventually got. The teaching hours came to 25,738. I costed those hours at a median point on the teaching salary scale. The costs are in the region of £764k per annum. It is odd in the extreme that none of this information was to hand.

6 There has been no mention of the number of clusters of schools but the figure of 16 appeared in another document which was used to tender for companies to market their “concept”. It is evident that their concept was fixed. The words used were:

knowledge, experience and locus. However, our concept and the associated benefits with it does not change. We must listen to our stakeholders and adapt our

So, is this a genuine consultation or is it the marketing of the concept to the public?

7 In another document the following words were used. This has potentially big implications for the potential closure of small schools, especially if full management control is elsewhere.

Staff would be part of a cluster and not part of a school and could therefore be moved accordingly either on a temporary basis to provide cover or on a longer term basis to support a specific development need in one of the schools.

8 Lastly, the overall numbers are still opaque but from what you can see above, if it was to achieve a saving of £675k, and given the costs at 5 above, huge savings need to be made. Streamlining core staff, losing clerical staff and, most likely, cuts to the salaries of current primary head teachers are all in the mix.

So why did all of this have to be dragged from the council?

Michael Breslin & Alan Stewart, 7 June 2022

TRANSFORMATION PROGRAMME FOR A SUSTAINABLE EDUCATION SERVICE

PROJECT BRIEF FOR OPTION 1

SCHOOLS PARTNERSHIP PROGRAMME

Date 07.10.2019

1 Project Purpose/Objectives

The Schools Partnership Programme (Clusters) will consider how a number of larger schools could potentially take on the management of smaller neighbouring schools. This would involve looking at smaller schools across the authority which are in relatively close proximity to a larger schools that would have the capacity to manage an additional 'classroom(s)'. The smaller schools would be treated as a remote classrooms and the complete management would be devolved to the Head Teacher of the larger school. There will still be a requirement for pupil support staff, both statutory and non-statutory in the smaller school, however, there will be no clerical support required as all administrative work will be undertaken within the larger school. This would enable schools to be managed in a more cost effective way and, significantly, would retain a presence in a village whilst offering the pupils in the smaller school the educational benefits of being part of a larger school community.

2 Project Scope

Initial analysis had identified 26 clusters which could be included in this new partnership approach. This was deemed to be too many and the methodology for determining the groupings is currently being revised with a view to reducing the number of groups to transform provision in a sustainable way whilst generating greater economies of scale. Depending on the geographical circumstances and educational benefits, it may be more appropriate for a larger group of schools to be merged under one headship.

The indicative savings with this project are circa £675k and the initial assumptions were:

The potential new cluster staffing structures were derived through the use of the staffing circular and the knowledge and expertise of those on the Education Budget Working Group. The salaries used for the costings were those included on the 2019/20 teacher's template but this was prior to the pay agreement being finalised so the salaries have changed since the calculation was done. The 2019/20 staffing exercise has also taken place since the original calculations were done and this has impacted on the school teacher entitlement figures. The finance rep would work with

the assistance of the project team to rework the details to fit with the model chosen to take forward.

There is also a list of assumptions which could impact on the level of saving achievable and these are:-

- All Head teachers salaries calculated at HTDHT scp 10
- All Depute Head teacher salaries calculated at HTDHT scp 5
- All Principal Teacher salaries calculated at PT scp 3
- Any potential job-sizing implications on secondary management structures (for 3-18 schools) have not been built into the calculations
- Basic Teachers based on current scp's (from 19/20 salary template) with any differences budgeted at scp 6 (top)
- Any saving in Gaelic Specific Grant funded units would result in a corresponding reduction in income
- Reduction in FTE assumes that starting point was 2019/20 primary staffing template
- It has been assumed that all Cluster Head Teachers are non-class committed
- No allowance has been made for conservation of salaries or redundancy costs

Since the majority of this saving would be achieved through the reduction in promoted posts within schools, there would be a period of salary conservation at promoted level which would mean that full savings would not be achieved (unless posts are vacant) until the conservation period ends.

3 Project team

Name	Post	Role
[REDACTED]	Business Improvement Manager	Project Manager
[REDACTED]	HR Business Partner Customer Services	HR Rep
TBC	Lawyer	Legal Rep
[REDACTED]	Senior Accountant - Education	Finance Rep
[REDACTED]	Head Teacher Castlehill Primary, Carradale Primary, Drumlemble Primary	Education Rep - Primary
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[REDACTED]	Education Manager	Education Rep – Central Team
TBC		Project Support – across all projects within the Education Transformation Programme

4 Project risks

The risks with this project are

Description	Prob	Imp	Mitigating Actions
Failure to meet agreed timescales for delivery due to failure to prioritise this project over other projects and ongoing pieces of work	4	3	Project Team identified and project plan takes cognisance of organisational capacity to deliver, potential changes in personnel and competing priorities
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Failure to implement the project due to failure to get buy in from stakeholders including pupils, parents, parent councils, teachers, HTs, non-teaching staff, TUs, EMT, elected members etc	2	4	Communication and engagement strategy will be prepared by project manager, overseen by programme manager.

5 Project timelines

ID	Action	Timescales	Interdependencies	Responsible person
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2	Prepare revised methodology for identification clusters	End of October 2019	1	

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10	Prepare business case	End of April 2020	1, 2, 3, 4, 5, 6, 7, 8, 9	Project manager / project team
11	Implementation – phased approach	Aug 2020 – June 2022	10	Heads of Education

TRANSFORMATION PROGRAMME FOR A SUSTAINABLE EDUCATION SERVICE

PROJECT BRIEF FOR OPTION 2

SCHOOLS PARTNERSHIP PROGRAMME

Updated 01.11.2019

1 Project Purpose/Objectives

Excellence and equity underpin the approach to delivering Scottish education. Within Argyll and Bute ambition, excellence and equality underpin our approach to the delivery of education reflecting national expectations.

To meet the challenges of delivering excellent learning and teaching, empowered leaders and best value across our learning estate cluster learning models may be implemented. These models will reflect the diversity of Argyll and Bute schools understanding learners, staff and parents in their specific contexts. Their main focus would centre upon the educational benefits for our learners.

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- Shared Headship
- Executive Headship
- Remote classroom clusters
- Geographical clusters

2 Project Scope

Consideration of “what is a cluster” will lead to identification of cluster models that will support the diversity of our learning estate and the particular challenges facing small and rural schools. Educational benefits will be at the centre of models and incorporate:

- Leadership and management, including staffing recruitment and retention
- 3-18 Curriculum and transitions
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Cluster models will also focus upon delivering best value.

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proximity to a larger schools that would have the capacity to manage an additional 'classroom(s)'. The smaller schools may be treated as a remote classrooms and the complete management would be devolved to the Head Teacher of the larger school.

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received, and understood the contents of this email.

Following your acknowledgement a purchase order will be issued and I request you make contact with the above named customer to discuss the commencement of the contract. To avoid the purchase order being sent to your junk email folder or blocked by your firewall, we recommend that suppliers either add support@elcom.com to their email safe-senders list or whitelist the mail server IP address which is: 195.59.63.225.

Please do not hesitate to contact me directly should you have any questions about the content of this letter.

Yours faithfully

Alistair.

[REDACTED]

Contract and Demand Management Officer

Procurement, Commercial and Contract Management Team

Legal and Regulatory Support

Argyll and Bute Council

Tel: [REDACTED]

E-mail: [REDACTED]



Argyll and Bute Council classify the sensitivity of emails according to the Government Security Classifications. The adopted classifications are:

NOT PROTECTIVELY MARKED

Non public sector business i.e. does not require protection.

OFFICIAL

Routine public sector business, operations and services.

OFFICIAL-SENSITIVE

Particularly sensitive information that can be shared on a need to know basis, where inappropriate access or release could have damaging consequences. Disclosure in response to FOISA should be verified with the data owner prior to release.

OFFICIAL-SENSITIVE PERSONAL

Particularly sensitive information that can be shared on a need to know basis relating to an identifiable

individual, where inappropriate access or release could have damaging consequences. For example, where relating to investigations, vulnerable individuals, or the personal / medical records of people.

OFFICIAL-SENSITIVE COMMERCIAL

Commercial or market-sensitive information, including that subject to statutory or regulatory obligations, that may be damaging to Argyll and Bute Council, or to a commercial partner if improperly accessed. Disclosure in response to FOISA should be verified with the data owner prior to release.