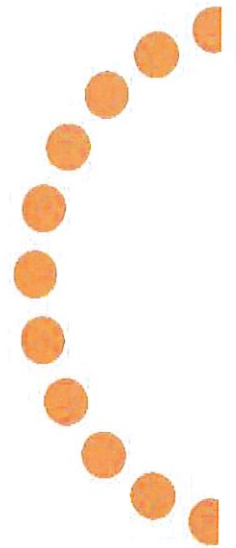




# Reach Fund 2022

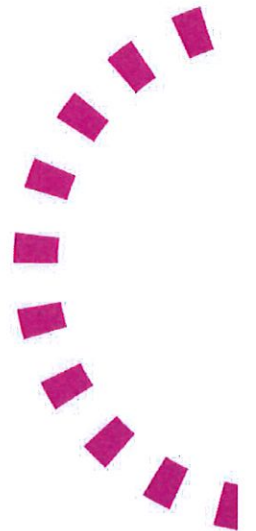
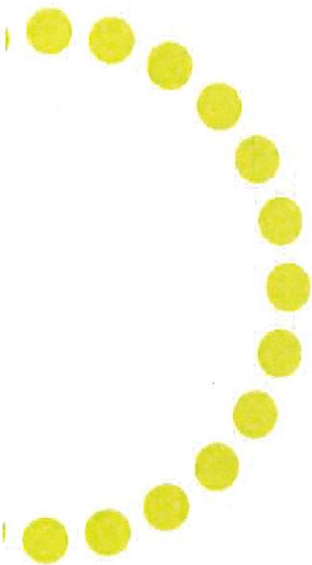


## Guidelines for

## Education and Training Boards

June 2022

V1.0



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## Introduction

The aim of the Reach fund (formerly MAEDF) is to provide funding to support educationally disadvantaged learners in accessing and participating in community education. It aims to increase the participation of disadvantaged learners, particularly those who are undertaking literacy and skills programmes. The fund has a strong focus on building the digital infrastructure of community education providers, including providing devices and software, and increasing their capacity to deliver learning. The fund was specifically designed to tackle inequalities and support access to community education, and also intended to address specific actions in the Adult Literacy for Life (ALL) Strategy to target funding on access to technology and devices, expand community access to wi-fi and broadband resources and to directly address unmet literacy needs.

Based on feedback received from Education and Training Boards (ETBs), community groups and representatives, SOLAS in consultation with ETBs has revised the method for applying for this funding which is now through the FAR4 process. In ensuring the progress made under this fund over the last two years was maintained, SOLAS has committed to confirming availability of the amount of funding applied for by each ETB.

The benefit of this fund has been widely acknowledged across learners and providers so, in order to build upon this good work, ETBs are reminded to engage with community groups to ascertain how best these groups can be supported in their endeavours.

These guidelines provide the following:

- The overarching principles of the fund
- Conditions of funding
- Funding categories
- Funding evaluation criteria
- Allocation of funding
- Reporting requirements

## Overarching principles of the fund

The purpose of the Reach fund is to assist ETBs to increase their capacity and that of community education providers to address the decline in participation of disadvantaged learners particularly those on literacy and basic skills programmes at NFQ levels 1 to 3. The fund places a strong focus on community education as a mechanism to continue to support and engage with disadvantaged learners. In addition, there is a focus on enabling the investment in building the digital infrastructure of providers and their capability to ensure that online learning/blended learning can be delivered in a way that meets the complex needs of learners. Proposed projects should have no adverse impact on existing services or provision funded through the ETB.

## Conditions of funding

### Governance

ETBs are responsible for the approval of grants and administration and management of funding allocated by SOLAS to the ETB under the Reach fund. ETBs must satisfy themselves that any onward grants comply with all statutory, European Union and other obligations that apply and as set out in the SOLAS **'Terms and Conditions of Funding'** dated 1<sup>st</sup> January 2022 (see appendix 1).

### Expenditure

Approved funding allocation for any project under the Reach fund must:

- (a) be used for the specific purpose intended.
- (b) be expended by 2022 year-end.
- (c) not be used for any pay costs or costs of a recurring nature.

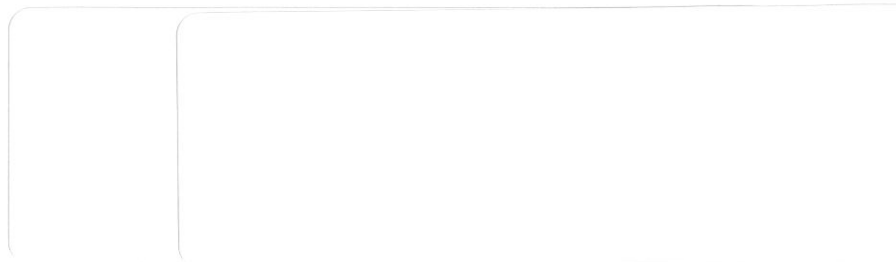
## Funding categories

ETBs to manage the application process and should consider for funding, proposals that meet the funding categories as set out below

1. Learner assistance fund, inclusive of education outreach/mentoring projects/transport costs for learners/urgent educational response.
2. Innovative green projects.
3. Projects focused on increasing participation in learning with target cohorts.
4. Events/awareness campaigns that contribute to equality policy and legislation.
5. In line with the ALL strategy, specific actions that;
  - directly address those experiencing unmet literacy needs
  - target funding on access to technology and devices
  - expand community access to Wi-Fi and broadband resources
6. Community groups in pre-development phase to support the most marginalised and disadvantaged groups.
7. Support for refugee groups to support education and training delivery and promote/support cultural and social inclusion, including research and/or needs analysis.

## Application process

ETBs to invite Managers of Community Education provision (either internal to the ETB or external Community Education providers) to make application under the criteria set out in these guidelines.



## Allocation of funding

Each ETB, in determining the allocation of funding under the Reach fund, should ensure the following factors are satisfied:

1. The application for funding has been reviewed using the Reach funding evaluation criteria set out above and meets the minimum score requirements.
2. All governance requirements and assurances on how this funding would be spent, if approved, have been satisfied.
3. There is no duplication of State funding.
4. Conditions of funding are complied with.

## Reporting requirements

ETBs will be required to report on the fund utilization; reporting data to include for example the following:

Number of proposals received, approved, target groups for funding and number of beneficiaries of the funding, funding categories and amounts approved, expected benefits and outcomes of the funding, funding expended. SOLAS will issue a report template relating to above separately. In addition to above, the on-going financial reporting will continue to be done through the FAR4 process.

Two reports on the Reach Fund utilization will be required to be submitted to SOLAS:

- First report to cover the period up to the end of September 2022, **report due 14<sup>th</sup> October 2022.**
- Second report to cover the period up to the end of December 2022, **report due 27<sup>th</sup> January 2023.**

## Appendix 1- SOLAS Terms and Conditions of Funding

These Terms and Conditions set out the formal relationship between SOLAS and the ETB. The foundation of the relationship is the provision of funding by SOLAS to the ETB, for the provision by the ETB of further education and training services ('The Services'), as set out in statute.

### Services

1. In consideration for receipt of the Funding, the ETB shall:
  - 1.1 Provide the Services as set out in the annual funding allocation Grant Approval Letter and its associated Funding Allocation Request and associated documents, schedules and guidelines in response to the annual SOLAS Overarching Planning and Funding Parameters Document and the ETBs Strategic Performance Agreement.
  - 1.2 Agree to abide by the Terms and Conditions contained herein.
2. Unless otherwise agreed with SOLAS in writing and in advance, the ETB shall only apply the Funding in accordance with the provisions of these Terms and Conditions for the Services set in the annual Funding Allocation Grant Approval Letter to the ETB and its associated Funding Allocation Request and their ETBs Strategic Performance Agreement, associated documents, schedules and guidelines in response to the annual SOLAS Overarching Planning and Funding Parameters Document.
3. At all times, the ETB shall co-operate with SOLAS in connection with the provision of the Services and shall address and resolve any issue(s) which may impact on the provision of the Services in accordance with the Service Levels in the ETB Grant Approval Letter and its associated Funding Allocation Request and their ETBs Strategic Performance Agreement, associated documents, schedules and guidelines in response to the annual SOLAS Overarching Planning and Funding Parameters Document.
4. SOLAS may alter, add to, modify or amend the Services, the Service Levels, the approved Funding allocation and/or any other obligations arising pursuant to these Terms and Conditions, including as a result of changes in legislation, government or ministerial priorities or policies, prevailing operational circumstances and/or broader political, financial, economic or other related priorities. Where amendments become necessary, SOLAS will, where possible, engage in timely consultation with the ETB. Such consultation will include consideration of any increase or reduction in effort required to achieve amended targets and any related impact on output requirements.
5. Where all or part of the Funding is provided to SOLAS by a third party (including, but not limited to, the European Social Fund and/or the European Globalisation Fund), the ETB shall comply in all respects with any conditions of funding of the relevant third party, the Certifying Authority DES circular 1/16 & DPER Circular 13/15 concerning ESF (PEIL &YEI) eligibility requirements must be followed by the ETBs.
6. The ETB shall comply in all respects with the DPER 13/2014 circular in relation to its funding grant from SOLAS e.g. return of unspent monies, approval to carry forward funding etc. and in relation to onward grants from the funding received from SOLAS, details of these onward grants and their recipients/proposed recipients must be provided to SOLAS, along with details of the Terms and Conditions applying to these onward payments as relevant (or if applicable).
7. The ETB shall provide SOLAS with a provisional balancing statement for the previous year funding spend no later than the end of February the following year and a full set of audited accounts upon their finalisation in accordance with the Education and Training Boards Act 2013. Should an ETB in exceptional circumstances need to classify SOLAS as a debtor in their accounts then they will request SOLAS express permission to accept the debit.

8. Where funding is being provided as part of a co-funding arrangement, the ETB is required to provide annually a declaration of the source, amount and purpose of all other funding received, together with confirmation of no duplication of funding. This declaration should also state if the exchequer funding from all sources is greater than 50% of total income.
9. The ETB shall ensure that the **Personnel** (including all subcontractors) are qualified and experienced, as necessary and/or appropriate, to provide the Services.
10. If, and as, required by SOLAS, the ETB agrees that it will co-operate with other ETBs, the local office of Department of Social Protection, other learning or training providers and/or any other person as required by SOLAS.
11. The ETB shall ensure that all funding provided by SOLAS will be expended in a manner compliant with all relevant Health & Safety, Covid-19 and Climate Actions legislation and regulations.

#### **Representative and Review**

12. The ETB shall nominate a representative of the ETB, the FET Director or other appropriate person who shall be responsible for liaising with SOLAS with regard to the Planning, Funding and Provision of the Services and the fulfilment of the ETB's obligations under these Terms and Conditions.
13. The ETB representative will be available to meet with SOLAS on a regular basis to discuss all relevant matters relating to the provision of the Services. In addition, the ETB representative and a senior representative of the ETB shall meet with the SOLAS representative and a senior representative of SOLAS at least once every 12 months to carry out a review of the Service Levels for the agreed Funding Allocation and all ancillary matters arising in respect of these Terms and Conditions.

#### **On-going Reporting and Other Obligations**

14. The ETB shall provide SOLAS with regular updates (timely, in detail, and in such form as may be specified by SOLAS from time to time) in respect of the provision of the Services, the fulfilment of the Service Levels or any matter specified by SOLAS from time to time.
15. The ETB shall ensure compliance with all statutory, European Union and other obligations that apply, including the Code of Practice for the Governance of State Bodies, the Code of Conduct for ETBs other obligations that apply.
16. The ETB shall report to SOLAS promptly, where issues of loss or potential loss or in situations where actions related to provision of poor quality of services become apparent and which are funded through the SOLAS grant.

#### **Records**

17. The ETB shall establish and maintain a records management system which complies with best practice and securely keep and securely maintain (in such form as SOLAS may reasonably require from time to time) all documents and records including a detailed financial record of all receipts, expenditure and all expenses arising in respect of the Services, proper books of account, quality assurance records and other detailed records required by SOLAS and/or by law (collectively, the "**Records**"). If requested by SOLAS, the ETB shall promptly provide SOLAS with copies of the Records.
18. If requested by SOLAS, the ETB shall promptly provide SOLAS with any record (as such term is defined in the Freedom of Information Act 2014) relating to any matter provided for, arising in respect of, or in connection with, these Terms and Conditions.
19. Validation records for education in relation to any training programmes delivered under these Terms and Conditions from Quality and Qualifications Ireland and all other relevant certification bodies shall be both obtained and retained by the ETB.



20. SOLAS, together with officials from the Department of Further and Higher Education, Research, Innovation and Science and/or from any other government department, the Comptroller and Auditor General's office, the European Commission and the European Court of Auditors, and/or any other body which SOLAS may notify to the ETB, shall be granted access to any location(s) where records are maintained under these Terms and Conditions to examine all records, financial and otherwise maintained by the ETB in connection with the Services.
21. The ETB shall comply with and reply to all requests, notices, orders or otherwise submitted pursuant to these Terms and Conditions relating to the activities funded pursuant to these Terms and Conditions, provided that such action(s) will not constitute a breach of the ETB's statutory obligations. If third party consent is required to permit the ETB to comply with this condition, the ETB shall use its best endeavours to obtain the necessary consent from the relevant third party.

#### **Insurance and Liability**

22. Appropriate insurance policies shall be kept and maintained by the ETB. SOLAS's interest shall be noted on any such policy and such policy shall fully indemnify SOLAS. The ETB shall bear all excesses and deductibles in any of the required insurances.
23. SOLAS will not be liable for any injury, loss and/or damage whatsoever or to whomsoever caused by any act, default and/or omission of the ETB, its servants, agents or the Personnel. The ETB shall fully indemnify SOLAS and hold SOLAS harmless from and against all and any claims, demands, proceedings, judgments, costs and/or liabilities of whatsoever nature (including legal costs) arising in relation to the Services and/or in respect of any breach of these Terms and Conditions.

#### **Data Protection**

24. Each party shall comply with its obligations under Applicable Data Protection Legislation.
25. To the extent that a party acts as a Controller ("Disclosing Controller") and provides Personal Data to the other party acting as a Controller ("Recipient Controller"), the parties agree, in accordance with Applicable Data Protection Legislation, that:
  - 25.1 the Disclosing Controller shall be responsible for ensuring that it has provided all necessary fair processing information to Data Subjects from whom it obtained such Personal Data; and
  - 25.2 the Recipient Controller shall be responsible for ensuring that it provides the necessary fair processing information to such Data Subjects within month of obtaining such Personal Data from the Disclosing Controller; and
  - 25.3 each party has taken appropriate steps to legitimise its processing of the Personal Data to enable it to process such Personal Data for the relevant purposes.
26. If and to the extent that one party acts as a Processor of Personal Data for the other party, it is agreed that the parties shall, in accordance with the requirements of Applicable Data Protection Legislation and, in particular Articles 28 and 29 of the GDPR, enter into a data processing agreement in a form prescribed by SOLAS.

#### **Confidentiality**

27. All information and knowledge acquired by the ETB, its servants or agents and/or the Personnel during the Funding Term and/or the Extension Term as applicable, (save that which is in or comes into the public domain through no fault of either party) shall be treated by the ETB, its servants or agents and/or the Personnel, as confidential and must not be divulged whether during the Funding Term and/or the Extension Term, as applicable or at any time thereafter, to unauthorised persons or used

for gain, profit or any other purpose, save in accordance with any statutory provision or Government directive.

#### **Dispute Resolution**

28. If there is a disagreement in relation to the Services, the Service Levels, for which the Funding Allocation Request was approved or any other matter governed by these Terms and Conditions (a “Dispute”), SOLAS and the ETB covenant to each other that they shall in good faith seek to resolve such Dispute. Where appropriate the ETB/SOLAS Liaison Group could assist with the resolution of disputes.
29. If a Dispute arises, a SOLAS representative and the ETB representative referred to in condition 11 of these Terms and Conditions shall enter into discussions with each other with a view to resolving such Dispute in a manner consistent with the provisions of these Terms and Conditions.
30. If the SOLAS representative and the ETB representative fail to agree a resolution to the Dispute within 2 weeks of commencing discussions referred to in condition 26 of these Terms and Conditions, the Dispute may be escalated by either party to the SOLAS senior representative and the ETB senior representative referred to in condition 12 these Terms and Conditions.
31. If the SOLAS senior representative and the ETB senior representative fail to agree a resolution to the Dispute within a reasonable period of time (and in any event, within 2 weeks of commencing their discussions to resolve the Dispute), the Dispute may be escalated by either party to the SOLAS Chief Executive Officer and the ETB Chief Executive. If following this, the matter remains unresolved then SOLAS will have sole discretion in determining the outcome.
32. These Terms and Conditions shall in all respects be governed by and construed in accordance with the laws of Ireland and each of the parties submit to the non-exclusive jurisdiction of the Irish Courts for all purposes in connection herewith.

#### **General**

33. The application of these Terms and Conditions shall commence on the 1st of January 2022 and shall continue until SOLAS decides, at its sole discretion, to replace, amend or terminate them.
34. The ETB and SOLAS shall execute and do all such documents, acts and things as may reasonably be required to implement the provisions of these Terms and Conditions.
35. The ETB and SOLAS shall secure that any other necessary party shall execute and do all such documents, acts and things as would be reasonably required to implement the provisions of these Terms and Conditions.
36. If the ETB fails to adequately observe any of the material terms of these Terms and Conditions or fails to provide some or all of the Services in accordance with the Service Levels in the approved Funding Allocation SOLAS may take action including but not limited to:
  - 36.1 Delay in the dispersal of the Funding provided under these Terms and Conditions.
  - 36.2 The withholding of all or part of the Funding provided under these Terms and Conditions.
  - 36.3 The claw back of all or part of the Funding provided under these Terms and Conditions.
  - 36.4 The offset of any element of Funding against any future funding allocation.
37. These Terms and Conditions shall not be deemed to create any partnership or joint venture between the parties in relation to the provision of the Services or otherwise or constitute any party as an agent of another.
38. Each of the provisions these Terms and Conditions are separate and enforceable accordingly and if at any time any provision is adjudged by any court or regulatory authority or agency of competent jurisdiction to be void or unenforceable in whole or in part the validity, legality and enforceability of

the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall use their best efforts to achieve the purpose of the void or unenforceable provision (or part thereof) by a new legally valid stipulation.

39. A waiver of any right arising pursuant to these Terms and Conditions shall not be enforceable unless given in writing and signed by the party enjoying that right. A waiver by a party of any breach of a provision of these Terms and Conditions (or the acquiescence of a party in any act (whether of commission or omission) which but for such acquiescence would be a breach of a provision of these Terms and Conditions) shall not constitute a general waiver of any other provision of these Terms and Conditions, or a waiver of any subsequent act contrary thereto.
40. These Terms and Conditions supersede all previous agreements (if any) between the ETB and SOLAS in respect of the provision of funding for Further Education and Training as set out in the ETB annual Funding Allocation Request and approved allocation.

#### Definitions

41. Save where otherwise defined, the following definitions shall apply to these Terms and Conditions:
  - 41.1 "Terms and Conditions", these Terms and Conditions;
  - 41.2 "Business Day", a day (other than a Saturday, Sunday or public holiday) when banks in Ireland are open for business;
  - 41.3 Commencement Date 1st January 2022;
  - 41.4 "Funding", such funding as may be agreed between SOLAS and the ETB from time to time in respect of the provision of the Services;
  - 41.5 "SOLAS Overarching Planning and Funding Parameters Document", the top down SOLAS policy document to guide the ETB in its annual planning for FET services provision response and request for funding through the Funding Allocation Request' annual process;
  - 41.6 "Funding Allocation" the agreed funding for the services set out in the ETB Annual Funding Allocation Request;
  - 41.7 'Annual Funding Allocation Request' the request by the ETB for funding for the provision of services in response to the annual SOLAS Overarching Planning and Funding Parameters Document;
  - 41.8 'Grant Approval Letter' letter confirming Board of SOLAS approval of the ETB funding;
  - 41.9 "Personnel", the employees of the ETB or any sub-Contractor that shall perform the Services;
  - 41.10 "Services", the services provided by the ETB the details of which are set out in the funding allocation request and the grant approval letter;
  - 41.11 "Service Levels", all directions, guidelines and standards which SOLAS may from time to time require the ETB to observe in providing the Services;
  - 41.12 "Applicable Data Protection Legislation" all laws relating to the processing of Personal Data, privacy and security including, without limitation, the EU Data Protection Directive 95/46/EC, the Data Protection Acts 1988 and 2003, the Privacy and Electronic Communications Directive 2009/136/EC and the General Data Protection Regulation (EU) 2016/679 ("GDPR") and, where the context so requires equivalent or replacement legislation of any applicable jurisdiction, delegated legislation of other national data protection legislation, and all other applicable law, regulations and approved codes of conduct, certifications, seals or marks in any relevant jurisdiction relating to the Processing of Personal Data including the opinions, guidance, advice, directions, orders and codes of practice

issued or approved by a Supervisory Authority or the Article 29 Working Party or the European Data Protection Board;

41.13 "Controller", has the meaning given in Article 4(7) of the GDPR;

41.14 "Personal Data", has the meaning given in Article 4(1) of the GDPR;

41.15 "Processor", has the meaning given in Article 4(8) of the GDPR;

## Appendix 2 – priority/specific target cohorts

List of priority/specific target cohorts
Long term unemployed
Young people
People with disabilities
Members of the traveller and Roma communities
Migrants and refugees
Women wishing to return to the labour market
Lone parents

## Appendix 3 – ‘ALL Strategy’ target cohorts

List of ‘ALL strategy’ target cohorts
Older adults (55+)
Members of the traveller community
People with disabilities
One-parent households
Low paid workers
Careers
Long-term unemployed
Migrants
International protected applicants
People with language needs
Incarcerated persons and ex-offenders
Persons recovering from addiction