

Public Document Pack



To: Councillor John West, Convener; Councillor Jennifer Stewart, Vice-Convener; Councillors Allan, Kirsty Blackman, Boulton, Collie, Cooney, Cormack, Greig, Laing, Leslie, MacGregor, May, McCaig, Reynolds, Townson, Wisely and Yuill; and Mrs M Abdullah, Mr G Bruce, Mr P Campbell, Mr S Duncan, Mr M Maclean, Mr A Nicoll and Mrs I Wischik.

Town House,
ABERDEEN 22 February 2012

EDUCATION, CULTURE AND SPORT COMMITTEE

The undernoted items are circulated in connection with the meeting of the **EDUCATION, CULTURE AND SPORT COMMITTEE** to be held here in the Town House on **THURSDAY, 23 FEBRUARY 2012 at 2.00 pm.**

JANE G. MACEACHRAN
HEAD OF LEGAL AND DEMOCRATIC SERVICES

BUSINESS

- 1.1 Requests received (Pages 1 - 6)
- 7.1 * Community Centres (Pages 7 - 56)

Please note that reports marked with an * have implications for agreed Priority Based Budget (PBB) options.

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Should you require any further information about this agenda, please contact Vikki Cuthbert, tel. (52)2520 or e-mail vcuthbert@aberdeency.gov.uk

Education, Culture and Sport Committee – 23 February

Deputation Requests

Item 7.1 – Community Centres

1. Paul O'Connor
2. Philip D'Arcy, Brian Allan and Wilma Mackland – Aberdeen Community Learning Centres Forum*
3. Reverend Andy Cowie and Alex Mess – Powis Gateway Community Centre
4. Sylvia Davidson – Woodside Community Centre

Item 7.4 – Bookings and Lettings Review

1. David Henderson

Good afternoon Vikki.

Thanks for the email, appreciated.

I am making the deputation request as an individual. I am certain other centre reps will make their own deputation request.

The action that I request committee takes, on behalf of all leased centres is to reject the management agreement and instruct officers to negotiate the management agreement based on what was agreed between officers and elected members in October 2011. The simple yet mutually acceptable agreement of October 2011 should be the starting basis of all future negotiation. I request that this is the agreement which we conclude.

Thank you for your time.

Paul O Connor

From: Vikki Cuthbert [mailto:VCUTHBERT@aberdeencity.gov.uk]
Sent: 16 February 2012 13:25
To: Stephanie Dunsmuir; paul o connor
Subject: Re: deputation request

Hi Paul,

Thanks for your deputation request which will go before the Committee on the day. The meeting will be in the Council Chamber, so please make your way there for 2. The usual rules apply, which you are conversant with, although please let me know if you wish me to send these again. Will you be speaking yourself, or will there be others that form part of your deputation?

One more thing. Can you advise what action (if any) you wish the Committee to take on this matter.
Many thanks

Vikki Cuthbert
Committee Manager/IMLO for Legal and Democratic Services

Legal and Democratic Services
Corporate Governance
Aberdeen City Council
Town House
Broad Street

Dear Vicky

On behalf of Aberdeen Community Learning Centres Forum I request a deputation be heard at the above committee in relation to the Item on Community Centres.

The aim is to advise members of the committee about the Forums' perspective of issues raised in the report and some of the detailed implications.

If you require any further information please do not hesitate to contact me.

Phil D'Arcy
Chairman
Aberdeen Community Learning Centres Forum

Dear Vikki Cuthbert

I write on behalf of the Steering Group of Powis Gateway Community Centre.

I have been asked to request that a Deputation be allowed to speak at the Education Culture and Sports Committee Meeting on Thursday 23rd February 2012.

Having spent three years in negotiations on Constitution, Lease and Management Agreements, we feel complete frustration that our efforts to find acceptable documents have been unsuccessful and that the suggested documents are totally unacceptable, in that it does not represent our discussion nor agreements.

The Steering Group requests that myself as Chair and Mr Alex Mess, Vice Chair, represent the Centre at the Committee Meeting.

In appreciation,

Rev. Andy Cowie

F.A.O – Vicky Cuthbert

On behalf of Woodside Community Centre Management Committee I would like to make a deputation on item 7.1 of the Education Culture & Sports Meeting on Thursday 23rd February with a view to ask elected members to reject the Management Agreement Paper.

Regards

Sylvia Davidson
Chairperson
Woodside Community Centre

21/2/12

Dear Vikki, TWIMC,. I would like to request to appear as a deputation to the Education, Culture and Sport Committee for item 7.4 Bookings and Lettings review where , although I am still researching and working on my submission, I will comment on the recommendations and the body of the report.

Sincerely David Henderson

ABERDEEN CITY COUNCIL

COMMITTEE:	Education, Culture and Sport
DATE:	15 April 2010
DIRECTOR:	Annette Bruton
TITLE OF REPORT:	The Development and Operation of Learning Partnerships
REPORT NUMBER:	ECS/10/073

1. PURPOSE OF REPORT

To report on progress with the development and operation of Learning Partnerships and Learning Communities as referred to in the report approved by Committee on 8th October - *Community Learning Hubs and Review of Community Centres and Community Learning and Development Activity*

To inform members about proposals relating to the purpose, role and remit of Learning Partnerships; their potential composition and membership and their relationship to the city's community planning and service planning processes.

2. RECOMMENDATION(S)

It is recommended that Committee:

1. Agree proposals for a network of Learning Partnerships across the City to support the implementation of the Aberdeen Learning Strategy, *Aberdeen City of Learning*.
2. Endorses that Learning Partnerships will support improvements in learning outcomes and support the Council's implementation of a Curriculum of Excellence and support people of all ages, abilities and backgrounds to become more involved in their own learning and their community's development to help develop lifelong learning in Aberdeen.

3. FINANCIAL IMPLICATIONS

The development and implementation of this policy will be achieved within existing resources and no requirement for new or additional resources is anticipated.

4. SERVICE & COMMUNITY IMPACT

The links to the Community Plan, the Single outcome Agreement and Vibrant, Dynamic and Forward looking are as follows:

Vibrant, Dynamic and Forward Looking: Learning Partnerships are linked to the commitment to establish a network of Community Learning Hubs across the city.

Combined Community Plan and Single Outcome Agreement. Learning Partnerships will contribute to the development of the SOA outcomes as follows:

- People of all ages take an active part in their own learning to achieve their full potential. Learning and training is accessible and appropriate to learner's needs.
- Children and young people access positive learning environments and develop their skills, confidence and self-esteem to the fullest potential.
- Children, young people and their families and carers are involved in decisions that affect them. Their voices are heard and they play an active and responsible role in their communities.
- Educational attainment in Aberdeen is continuously sustained and improved.
- School leavers enter positive destinations of employment, training or further and higher education with a focus on and support for young people who require More Choices and More Chances.
- Children and young people actively participate in their communities and have optimum involvement in decision making.
- All children, young people and their families have access to high quality services when required and services provide timely, proportionate and appropriate responses to meeting the needs of children and young people within Getting it Right for Every Child (GIRFEC) requirements.
- Improve the quality of life in our most deprived areas.
- Citizens are increasingly more active in their communities regardless of age, gender, sexual orientation, ethnic origin, where they live, disability or faith/religion/belief and contribute to 'active citizenship'.
- Develop pathways to participation which enhance the diversity of local representation at and engagement with regional, national and international arts, heritage and sporting events.
- Our public services are consistently high quality, continually improving, efficient and responsive to local people's needs.

An Equalities and Human Rights Impact Assessment will be undertaken.

5. OTHER IMPLICATIONS

The development of Learning Communities needs to be consistent with the current development of Neighbourhood Community Planning and community regeneration. Officers across the relevant Directorates and services are working together to ensure this coherence and consistency.

6. REPORT

Learning Communities and Learning partnerships.

At its meeting of 8th October 2009 the Education, Culture and Sport Committee approved the following definitions, in the context of the development of a network of Community Learning Hubs and associated Learning Satellites in Aberdeen.

Learning in the wider community means learning in the broadest sense, from effective parenting to active lifestyle classes to more formal structured accredited learning delivered from a range of venues; not exclusively schools. This includes all age groups and communities of interest groups such as lesbian, gay, bi-sexual and transgender and religious groups or learners in an age group.

A Learning Community is a group of people who are learners based in geographical areas such as secondary school catchment areas. They may learn within one building or a range of locally based facilities or even share study on a common syllabus from different locations using information technology as a means of communication.

A Learning Partnership involves the stakeholders of learning in a given locality or community of interest working together in a structured way to deliver the best learning outcomes for a learning community.

Why we need Learning Partnerships

It is proposed that a network of Learning Partnerships be set up across the City:

- To support the integrated and joined-up delivery of the Council's Learning Strategy thereby maximising impact and best value use of resources,
- To improve joint-evaluation to drive up performance and impact of learning services.
- To ensure that all learning services work together for stronger communities and more engaged citizens.
- To deliver learning outcomes at a local level that are consistent with the Single Outcome Agreement, the Council's Corporate Plan and the Education, Culture and Sport Service Plan.
- To further develop lifelong learning in Aberdeen, and
- To enable more people of all ages and backgrounds to become more involved in their own learning and their community's development.

It is intended that Learning Partnerships will be based on one in each Learning Community or a cluster of Learning Communities. These will be set up with a view to becoming operational in September 2010.

The new inspection regime of Her Majesty's Inspectorate of Education (HMIE) for mainstream secondary schools and Community Learning and Development (CLD) is now based on Learning Communities which are defined by the geography of secondary schools. This proposed Council policy is therefore consistent with current HMIE practice and direction of travel.

In Aberdeen, inspections of the Learning Communities surrounding Aberdeen Grammar School, Torry, Northfield and Hazlehead Academies have already taken place. These were carried out at the same time as the inspections of the respective secondary schools. Inspections are carried out separately though there is always one Inspector involved in both school and Learning Community inspections.

Learning Community inspection reports from the new regime have been very positive and provide pointers as to how closer joint working could be achieved in Aberdeen. They have advocated closer working between schools, CLD and other learning providers such as libraries and voluntary sector organisations.

They also recommend greater emphasis on planning and evaluation with partner agencies to make best use of existing resources for the learner and the local community; to attract new resources and to provide the best possible learning experience for all. Inspections of learning communities focus on the three national priorities for CLD. These are:

1. Achievement through Building Community Capacity

Building community capacity and influence by enabling people to develop the confidence/understanding and skills required to influence decision making and service us

2. Achievement through Learning for Adults

Raising standards of achievement in learning for adults through community based lifelong learning opportunities, incorporating the core skills of literacy, numeracy, communication, working with others, problem solving and ICT.

3. Achievement through Learning for Young People

Engaging with young people to facilitate their personal, social and educational development and enable them to gain a voice, influence and place in society.

All schools in the Learning Community area are viewed as partners with other learning providers in delivering community learning and development services and impact. Similarly all community learning and development providers operating within a Learning Community are expected to work in partnership with schools to extend opportunities for pupils.

Learning Partnerships will therefore contribute towards supporting and enabling the effective delivery of a Curriculum for Excellence within Aberdeen as well as driving forward progress in corporate priorities including raising educational attainment and achievement and 'Closing the Gap'.

The ability to focus on local or community based issues will allow schools as part of a Learning Partnership to link better with Council services and other agencies such as Libraries, health, police, Aberdeen College and voluntary and community organisations. Learning Partnerships will give partners the opportunity to build up a detailed knowledge of families, young people and communities in order that they can be better supported. They will act as an information, planning and action hub which other partnerships can feed into, for example, the emerging 16+ Learning Choices partnerships which will be a feature of every secondary school in the city. They will also complement existing meetings of Associated School Groups (ASGs).

Learning Partnerships will also have the potential to draw in a range of groups which are often not presently involved in existing structures, for example, uniformed and church groups.

How Learning Partnerships will operate

It is proposed that Learning Partnerships are set up to reflect the particular circumstances of each Learning Community and that a dedicated member of CLD staff be given responsibility for supporting and developing the Partnership. It is also proposed that Steering Groups are set up in each area from May 2010 to consider initially the needs of the Learning Community and to make evidenced based decisions about the membership of the potential Learning Partnership. Steering Groups will comprise Principal Community Learning and Development Worker, Secondary School Head Teacher, Primary School representative,

Parent representative, Senior Pupil representative and Community representative.

There will be a review of resulting structures within eighteen months, undertaken both by local Learning Partnerships and by the Lifelong Learning Forum who will provide a city wide overview of implementation.

Though there will be no formal constitution for the Learning Partnerships, the following will require to be observed:

Purpose of Learning Partnerships

To ensure that all learning services work together for improved outcomes, stronger communities and more engaged citizens.

Role and Remit of Learning Partnerships

- To audit, take account of and through collaborative action to improve the impact of all forms of learning activity within a Learning Community, both formal and informal, and report on progress accordingly.
- To identify gaps in provision through local analysis of learning need.
- To re-focus resources to meet learning needs and attract new resources.
- To develop a Learning Partnership Plan which would be the learning contribution to local Neighbourhood Community Plans and Service Plans and which would show clearly the impact of joint working in terms of meeting local outcomes.
- To ensure that the learning plan is coherent with and accountable to the Single Outcome Agreement, the Council's Corporate Plan and the relevant Council Service Plans.
- To regularly monitor, review and evaluate progress and report, through action notes, to the Lifelong Learning Forum. To prepare an annual report for the Lifelong Learning Forum and the Aberdeen City Alliance.
- To re-design existing Associated School Groups (ASGs) and Community Learning and Development Centre Management Committees as key forums where learning and community matters are currently debated.

Memberships of Learning Partnerships are likely to include:

- Principal Community Learning Worker (Partnership Development)
- Head Teacher or Senior Manager of Secondary School
- Senior Manager representatives from Primary Schools in Learning Community
- Representatives of partner agencies and services operating in the Learning Community
- Representation from the community and service users such as Community Networks, Council's or Forums.
- Private Sector/Employers' representation (as appropriate).
- Chair of Partnership to be identified locally.

Frequency of meetings

As determined by local areas but a maximum of 6 meetings per year initially are envisaged.

7. REPORT AUTHOR DETAILS

Lillias Leighton
City Strategist.
Lleighton@aberdeencity.gov.uk
Tel. 522742

8. BACKGROUND PAPERS

Report Number ECS/09/032 - Community Learning Hubs and Review of Community Centres and Community Learning

Her Majesty's Inspectorate of Education – The inspection regime for the Community Learning and development is now based on Learning Communities which are defined by secondary school catchment areas.

Vibrant, Dynamic and Forward Looking – The Liberal Democrat and SNP programme for Aberdeen City Council.

Single Outcome Agreement – Defines the priorities of the Council and Partners.

Aberdeen City Council draft Learning Strategy- outlines learning priorities for the Council

Council Notice of Motion 12 Nov 2008 – Called for a review of community centres and community learning activity across the city, leading to the report approved by Education Culture and Sport Committee on 8th October 2009



Community Planning Aberdeen

SMARTER FORUM 12th January, 2012 3-4pm, Marischal College

Title of report: Learning Partnerships Revisited: Status and Future Reporting Requirements

This report revisits the rationale for establishing Learning Partnerships as agreed by Committee in April 2010. The report provides a status update on their development to date, taking into account the impact of recent changes in their facilitation (as a result of the restructuring of the Communities Team) and governance framework (the development of the Smarter Forum). The report also makes recommendations regarding the future reporting relationship between the SMARTER forum and the Learning partnerships.

1. Background: Learning Partnership Rationale

“Learning Partnerships”: To ensure that all learning services work together for improved outcomes, stronger communities and more engaged citizens.

The April 2010, the Education, Culture and Sport Committee agreed to establish a network of Learning Partnerships across the City to support the implementation of the Aberdeen Learning Strategy, “Aberdeen City of Learning”. The rationale for the proposal was to create a mechanism that would help develop lifelong learning in Aberdeen by:-

- supporting improvements in learning outcomes,
- supporting the implementation of the Curriculum of Excellence,
- supporting people of all ages, abilities and backgrounds to become more involved in their own learning and their community’s development, and
- providing a coordinated partnership response to Education Scotland (HMIE) School and Community based Inspections.

The Learning Partnership framework took the original idea of the twelve Associated School Groups (ASG’s) geographic areas (academy, feeder primary schools and associated pupil catchment areas) and extended its remit to lifelong learning, thereby including adult learning, youth learning, family learning, community development and capacity building. Initially facilitated by the then principal community learning and development workers, Learning Partnerships are comprised where possible of a broad but locally relevant membership, including head teachers, formal learning providers and facilitators, public and third sector partners and community representatives.

In summary, learning partnerships were established to provide a positive platform to identify and respond to local learning needs.

2. Main Report

2.1 Status Update

Following an improvement conference with local stakeholders in June 2010 to identify key priorities, the then facilitators were tasked with scheduling, facilitating and supporting the development of the partnerships from September 2010.

By May 2011, twelve¹ learning partnerships were established and working on developing and delivering action plans and key priorities. In some areas, Learning Partnerships also established time-limited sub groups to action specific projects.

During this same period, the former Community Learning and Development (CL&D) and a number of associated services including Neighbourhood Planning and the Community Training Unit were the subject of a major Priority Based Budgeting (PBB) exercise within Aberdeen City Council. This culminated in a significant reduction in staffing and the creation, through restructure, of an amalgamated Communities Team.

Coming at an early stage in the development of Learning Partnerships, it has to be acknowledged that the Council's PBB exercise (as well as similar budgetary driven staffing changes still ongoing in some partnership organisations) has had an impact on the facilitation and momentum of Learning Partnerships, not least a transition to new facilitators. However, the development of Learning Partnerships remains a service priority for the new Communities Team, which brings with it a dedicated facilitation resource in the shape of Capacity Building Officers (CBO's) (See Appendix I for contacts).

Learning Partnerships

Torry

Kincorth

Cults

Hazlehead

Grammar

Harlaw

*St Machar
Northfield*

Bucksburn

Dyce

*Oldmachar and
Bridge of Don*

To date, since late Autumn 2011, the focus of the CBO's facilitation work has been twofold; firstly to re-establish and build the partnership framework and joint working relationships and secondly, to ensure the partnerships are effectively targeting resources to achieve outcomes that contribute to city wide priorities.

To that end, the CBO's are working with partnership members to reappraise local learning needs via the development of community profiles, which will serve as a one stop shop that maps local service provision, keeps abreast of statistical information and collates consultation information on local learning needs. Community profiles are to provide a key reference tool and evidence base to guide the work of the learning partnerships.

¹ Subsequently, in December 2011, members of the Oldmachar and Bridge of Don Learning Partnerships met to discuss the way forward and agreed to combine their respective partnerships into one group.

2.2 Monitoring and Reporting

Learning partnerships - and their ownership and development of community profiles - are well positioned to respond to school and community based inspections. Education Scotland's inspection regime for mainstream secondary schools and community learning providers is now based on Learning Communities, defined by the geography of secondary schools. Inspections are carried out separately although there is always one Inspector involved in both school and Learning Community inspections. Recent inspection reports advocated closer working between schools and community learning providers including voluntary sector organisations. They also recommend greater emphasis on planning and evaluation with partner agencies to make best use of existing resources for the learner and the local community; to attract new resources and to provide the best possible learning experience for all.

All schools in the Learning Community area are viewed as partners with other learning providers in delivering learning services. Similarly all community learning and development providers operating within a Learning Community are expected to work in partnership with schools to extend opportunities for pupils. Learning Partnerships will therefore contribute towards supporting and enabling the effective delivery of a Curriculum for Excellence within Aberdeen as well as driving forward progress in corporate priorities including raising educational attainment and achievement and 'Closing the Gap'.

In terms of local monitoring and evaluation, a number of proposed measures are outlined in Table 1. This includes re-establishing the learning partnerships' reporting relationship to Community Planning Aberdeen by reporting regularly to the SMARTER Forum. In addition to reviewing the proposed measures in Table 1, Forum members are asked to consider what their information needs are in terms of future reporting (see examples below) and how regular they would like reports to be submitted.

- No. of meetings held within a given quarter
- Trends in membership composition (i.e. no.s of Council staff, public sector, third sector, community reps participating)
- Updates in key priorities and action plans of Learning Partnership core groups and sub group projects and link to strategic priorities
- No. of learning participants involved as a direct result of learning partnership initiatives or events
- Overviews of innovative projects and challenges
- Occasional presentations on local projects

Table 1 Learning Partnerships: Proposed Monitoring and Evaluation Action Plan Framework for 2012.

No.	Monitoring/Evaluation Measure	Aim	Lead Role(s)
1	Partnership facilitators meet regularly to review partnerships and joint working approaches	To identify and promote best practice in facilitation of learning partnerships and evaluation methods	Neighbourhood Planning Development Manager/Capacity Building Officers
2	City Wide Learning Partnership E-Bulletin/Newsletter established	To promote the work of learning partnerships and improve links between partnerships and between stakeholders, including the SMARTER forum and associated Community Planning Aberdeen groups	Neighbourhood Planning Development Manager/Learning partnerships
3	Designate Senior Managers to Learning Partnerships to lead on responding to local Inspections.	To provide a lead resource as a focal point for collaborative working in response to Inspections	Team Leaders, Communities Team/Learning Partnerships
4	Develop an appropriate web presence for Learning Partnerships	To build profile and improve access to information on the total learning offer in learning communities for both communities and partner providers	Neighbourhood Planning Development Manager/Learning partnerships
5	Develop and maintain Community Profiles	Build and maintain a robust evidence base for partnership working and targeted work to maximise resources	Capacity Building Officers/Learning Partnerships
6	Report on progress and outcomes to the SMARTER forum	To ensure the outcomes and progress are aligned to strategic priorities and to ensure local considerations inform strategic planning	Neighbourhood Planning Development Manager

Recommendations

The SMARTER Forum is asked to:-

- Note the development of learning partnerships to date and the renewed focus evidence based priority setting
- Review and approve the proposed Monitoring and Evaluation Action Plan Framework for 2012
- Consider and agree the information they require to be presented in Learning Partnership monitoring reports.

Report author: *Elaine Sinclair, Neighbourhood Planning Development Manager, Communities Team, Aberdeen City Council*
esinclair@aberdeencity.gov.uk 01224 522710

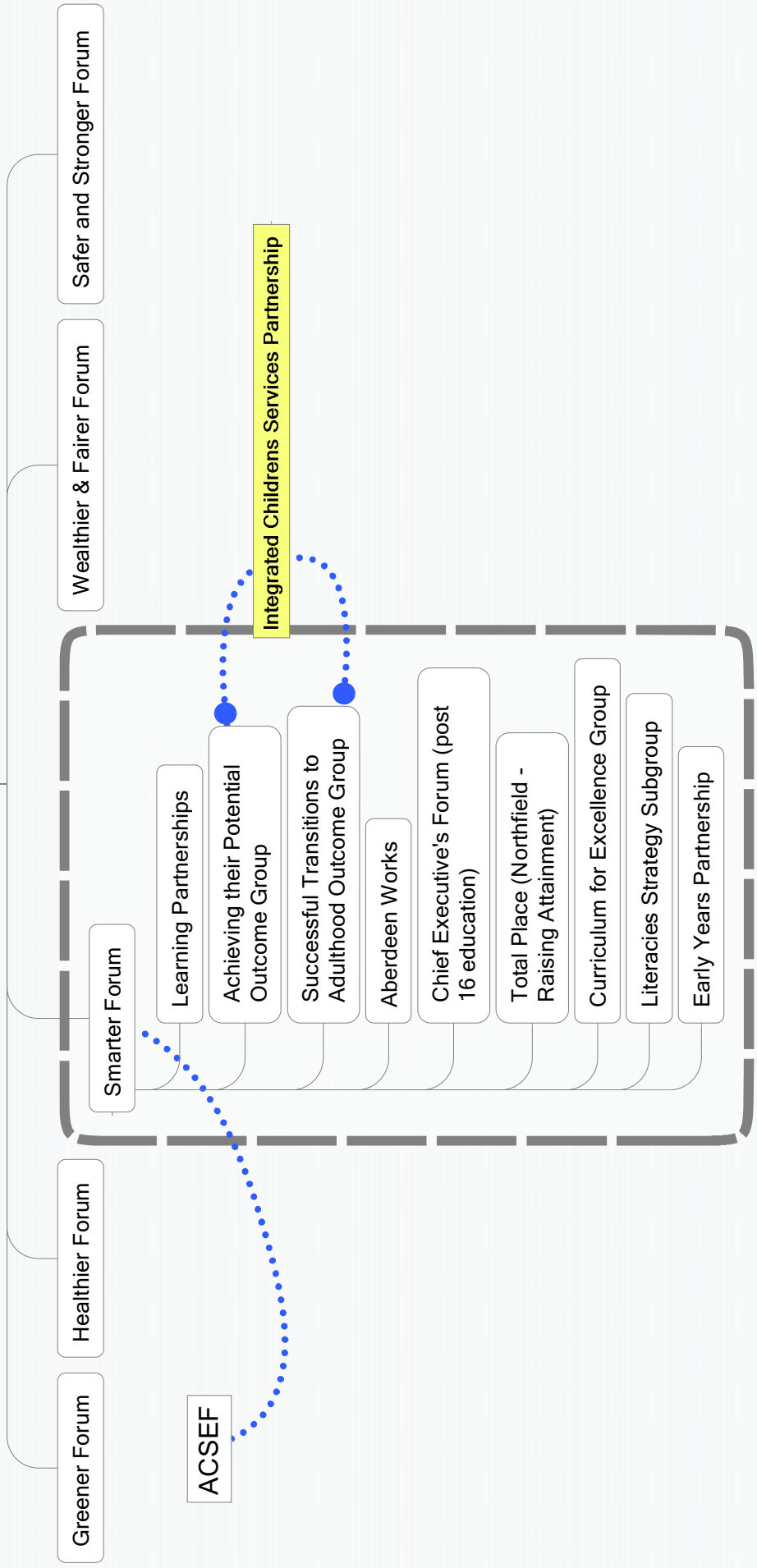
Date: 10/1/2012

Appendix I

Learning Partnership(s)	Facilitator
<p>Dyce Bridge of Don and Oldmachar</p>	<p>Hamish Cattanach, Capacity Building Officer Dyce Community Wing, Tel: 01224 723 344 Email: hcattanach@aberdeencity.gov.uk</p>
<p>Northfield Bucksburn</p>	<p>Ruth Morris, Capacity Building Officer Northfield Community Centre, Tel: 01224 695 416 Email: rmorris@aberdeencity.gov.uk</p>
<p>Hazlehead Cults</p>	<p>Fiona Gray, Capacity Building Officer Hazlehead Community Wing, Tel: 01224 498 110 Email: figray@aberdeencity.gov.uk</p>
<p>St Machar</p>	<p>Emma McPherson, Capacity Building Officer Sunnybank Community Centre Tel: 01224 261 727 Email: emcpherson@aberdeencity.gov.uk</p>
<p>Harlaw Grammar</p>	<p>Key Donald, Capacity Building Officer Kaimhill Community Wing Tel: 01224 498 163 Email: kedonald@aberdeencity.gov.uk</p>
<p>Torry Kincorth</p>	<p>Heather Whyte, Capacity Building Officer Kincorth Community Centre, Tel: 01224 872 851 Email: hwhyte@aberdeencity.gov.uk</p>

Community Planning Aberdeen

Community Planning Aberdeen Board



Management Agreement – Feedback from Management Committees

The attached Management Agreement is proposed as the legal document that will set out the relationship between the Council and the Management Committees of Community Centres.

The investment from the public purse to provide Community Centres in Aberdeen is over £3million per year. The council requires to have a clear agreement in place to ensure that this money is being used appropriately for the benefit the citizens of Aberdeen. This will be achieved through a Management Agreement. The agreement needs to include enough detail to ensure both the Council and Management Committees are clear with regards to what is expected of them and where any responsibility and accountability lies. It tries to do this without being overly cumbersome but as a legal document it has to remove as much ambiguity as possible.

We would welcome feedback from Management Committees on the document, and would be grateful if you could take the time to complete and return the following questionnaire. A summary of feedback returned will be provided to the Education, Culture and Sport committee on 23 February 2012 for their consideration.

If you require any further information in relation to the Management Agreement or this feedback form, please contact your Capacity Building Officer or the Community Centre Liaison Officer.

Feedback forms should be returned by end of day on Monday 20 February to:

Community Centre Feedback Form
Education, Culture and Sport
Aberdeen City Council
Business Hub 13
Second Floor North
Marischal College
Broad Street
Aberdeen
AB10 1AB

/or/

gwoodcock@aberdeencity.gov.uk

1. Name of person completing the questionnaire:

Karyn D'Acosta

2. Name of Management Committee/Steering Group they are representing.

Rosemount CC Management committee

3. Has the questionnaire been discussed at a meeting of your committee/group?

Yes

4. Contact email for any queries

Karyn_27@hotmail.com

Management Committees are legally responsible for ensuring they operate within the law. No agreement can remove this responsibility and the agreement tries to highlight some of the key legislation that may affect management committees.

5. Do you think the management agreement should contain more or less information relating to the legal implications of the management committee?

More Less About Right X

a. Please provide details of what information you think should be removed, or added, to the management agreement.

0.1 Concern that the council may vary the development grant down the way.

0.2 Clarification sought on Fixed fire alarms

2.1 Don't think State aid should be part of the agreement

The Management Agreement reflects recognised good practice in ensuring that paid staff and elected members should not hold office within the organisation that employs them. This removes potential conflicts of interest and avoids accusations of improper conduct from external parties.

6. Does the fact that paid staff and Elected Members can no longer be office bearers create any problems for your management committee?

YES NO X

b. If yes, what are these problems and how do you think they can be resolved while still reflecting recognised good practice?

[Click here to enter text.](#)

7. The Management Agreement needs to have safeguards in place to protect the interest of management committees, the Council, and local council tax payers.

c. Are the right safeguards in place?

YES NO don't know

d. If no, what requires to be added or removed?

[Want to wait for Legal opinion before deciding](#)

8. Are you happy with the layout of the Management Agreement where the key points of the agreement are listed in the early sections with supplementary information relating to these points being included in schedules attached at the end?

YES X NO

e. Any comments on how the layout could be improved?

[Click here to enter text.](#)

Specific Sections in the Management Agreement

Requirements of Council

This section details the grant amount of funding and support that will be provided to help management committees to run the community centre. It lets the council vary the amount of grant and allows amendments to the agreement if the funding is changed. It provides details of the bills the council will pay, and what level of insurance is required.

9. Does this section seem fair?

YES NO X

f. If no, what what would you change to make it fair?

We believe giving the same grant to all centres is not fair. It should be based on size of building/per capita useage

Requirements of the Management Committee

This section requires the management committee to work with due care and skill, within the law and follow relevant legislation, licensing requirements, and have appropriate policies in place. It requires the management committee to operate a programme of activities that benefits the whole community.

It requires the operation of the management committee to be open and accountable to the local community and to participate in monitoring, inspections and audits from the Council and public bodies. The Management Committee is required to avoid actions which bring themselves or the Council into disrepute.

10. Does this section seem fair?

YES X NO

a. If no, what what would you change to make it fair?

[Click here to enter text.](#)

Other Requirements of Agreement

This section highlights the fact that this is a legally binding document with certain obligations. It lists how the agreement can be varied and how disputes are to be resolved.

11. Does this section seem fair?

YES NO - don't know

a. If no, what what would you change to make it fair?

[Waiting for independent legal advice](#)

Break Out / Step in Rights / Termination of Agreement

This section details how the agreement is terminated and the conditions that allow such a termination. It highlights that where possible the Council will allow Management Committees to resolve any situation prior to terminating the agreement.

This section also details the conditions that would allow the Council to step in and take control of the community centre. These primarily relate to safety or emergency matters and also allows the Management Committee the right to request that the Council Step In.

12. Does this section seem fair?

YES X NO

a. If no, what what would you change to make it fair?

[Click here to enter text.](#)

Schedule 2 - Legislative Requirements

This schedule lists some of the legislative requirements that the Council and the management committee are required to adhere to.

The Council has a requirement to ensure that new agreements such as this make reference to legislation relating to Illegal practices, data protection, freedom of information and equal opportunities.

13. Is there a better way to ensure that you are aware of these requirements?

YES X NO

g. If yes, please explain

[Simplify the language](#)

General Comments

14. Taking into consideration the rationale for the clauses within the Management Agreement, are there any changes not previously mentioned that you'd like to see made to the Management Agreement?

[A briefing using a powerpoint with pictures and live people presenting it to explain the unfriendly document. Its too bureaucratic and will put volunteers off.](#)

For the attention of Gail Woodcock

Airyhall Community Centre

Preliminary comments on the proposed Management Agreement

The following comments represent the first reaction of the Office Bearers to the proposed Management Agreement and should not be taken as comprehensive or final.

It should be noted that Airyhall Community Centre represents itself in these matters and has not authorised any third party to speak on its behalf.

Duration of agreement. Why 3/5 years?

1.2 Two months notice of termination required (3 in 3.6). Why not 1 month?

1.3 Council's right of access should normally be by appointment.

1.14 Unscheduled time offered to the Learning Partnership. There can on occasion be unallocated time between say the termination of one activity and the startup of the next. This must remain the Centre's to allocate as it sees fit.

1.15 learning in the wider community is not explained. Polling Station use is currently remunerated. Will this continue?

1.35 Explain Out of School Care Policy

2.2 last paragraph. No one is going to commit to full or partial indemnity. Management Committees are after volunteers.

Jim Robertson, Chair

Karin Rebecca, Secretary

Ed Rebecca, Treasurer

Management Agreement – Feedback from Management Committees

The attached Management Agreement is proposed as the legal document that will set out the relationship between the Council and the Management Committees of Community Centres.

The investment from the public purse to provide Community Centres in Aberdeen is over £3million per year. The council requires to have a clear agreement in place to ensure that this money is being used appropriately for the benefit the citizens of Aberdeen. This will be achieved through a Management Agreement. The agreement needs to include enough detail to ensure both the Council and Management Committees are clear with regards to what is expected of them and where any responsibility and accountability lies. It tries to do this without being overly cumbersome but as a legal document it has to remove as much ambiguity as possible.

We would welcome feedback from Management Committees on the document, and would be grateful if you could take the time to complete and return the following questionnaire. A summary of feedback returned will be provided to the Education, Culture and Sport committee on 23 February 2012 for their consideration.

If you require any further information in relation to the Management Agreement or this feedback form, please contact your Capacity Building Officer or the Community Centre Liason Officer.

Feedback forms should be returned by end of day on Monday 20 February to:

Community Centre Feedback Form
Education, Culture and Sport
Aberdeen City Council
Business Hub 13
Second Floor North
Marischal College
Broad Street
Aberdeen
AB10 1AB

/or/

gwoodcock@aberdeencity.gov.uk

- 1. Name of person completing the questionnaire:**
Paul Stapel Secretary
- 2. Name of Management Committee/Steering Group they are representing.**
Balgownie Community Centre
- 3. Has the questionnaire been discussed at a meeting of your committee/group?**
Yes No
- 4. Contact email for any queries**
paul@stapel.demon.co.uk

Management Committees are legally responsible for ensuring they operate within the law. No agreement can remove this responsibility and the agreement tries to highlight some of the key legislation that may affect management committees.

- 5. Do you think the management agreement should contain more or less information relating to the legal implications of the management committee?**
More Less About Right

- a. Please provide details of what information you think should be removed, or added, to the management agreement.
[Click here to enter text.](#)

The Management Agreement reflects recognised good practice in ensuring that paid staff and elected members should not hold office within the organisation that employs them. This removes potential conflicts of interest and avoids accusations of improper conduct from external parties.

6. **Does the fact that paid staff and Elected Members can no longer be office bearers create any problems for your management committee?**

YES NO

- a. If yes, what are these problems and how do you think they can be resolved while still reflecting recognised good practice?

[Click here to enter text.](#)
Our only full time member of staff and caretaker is also our treasurer. As it is we have only 3 officers on our management committee. It is very difficult to find volunteers for these roles.

7. **The Management Agreement needs to have safeguards in place to protect the interest of management committees, the Council, and local council tax payers.**

- a. Are the right safeguards in place?

YES NO

- b. If no, what requires to be added or removed?

[Click here to enter text.](#)

8. **Are you happy with the layout of the Management Agreement where the key points of the agreement are listed in the early sections with supplementary information relating to these points being included in schedules attached at the end?**

YES NO

- a. Any comments on how the layout could be improved?

[Click here to enter text.](#)

Specific Sections in the Management Agreement

Requirements of Council

This section details the grant amount of funding and support that will be provided to help management committees to run the community centre. It lets the council vary the amount of grant and allows amendments to the agreement if the funding is changed. It provides details of the bills the council will pay, and what level of insurance is required.

9. Does this section seem fair?

YES NO

- a. If no, what would you change to make it fair?
[Click here to enter text.](#)

Requirements of the Management Committee

This section requires the management committee to work with due care and skill, within the law and follow relevant legislation, licensing requirements, and have appropriate policies in place. It requires the management committee to operate a programme of activities that benefits the whole community.

It requires the operation of the management committee to be open and accountable to the local community and to participate in monitoring, inspections and audits from the Council and public bodies. The Management Committee is required to avoid actions which bring themselves or the Council into disrepute.

10. Does this section seem fair?

YES NO

- a. If no, what would you change to make it fair?
[Click here to enter text.](#)

My answer refers to the para 1.14, which in your so called appendix e-mailed to us. This para is noticeably shorter than the first issue e-mailed previously, the contentious points having been removed.

Other Requirements of Agreement

This section highlights the fact that this is a legally binding document with certain obligations. It lists how the agreement can be varied and how disputes are to be resolved.

11. Does this section seem fair?

YES NO

- a. If no, what would you change to make it fair?
[Click here to enter text.](#)

Break Out / Step in Rights / Termination of Agreement

This section details how the agreement is terminated and the conditions that allow such a termination. It highlights that where possible the Council will allow Management Committees to resolve any situation prior to terminating the agreement.

This section also details the conditions that would allow the Council to step in and take control of the community centre. These primarily relate to safety or emergency matters and also allows the Management Committee the right to request that the Council Step In.

12. Does this section seem fair?

YES NO

- a. If no, what would you change to make it fair?
[Click here to enter text.](#)

Schedule 2 - Legislative Requirements

This schedule lists some of the legislative requirements that the Council and the management committee are required to adhere to.

The Council has a requirement to ensure that new agreements such as this make reference to legislation relating to Illegal practices, data protection, freedom of information and equal opportunities.

13. Is there a better way to ensure that you are aware of these requirements?

YES NO

- a. If yes, please explain
[Click here to enter text.](#)

General Comments

14. Taking into consideration the rationale for the clauses within the Management Agreement, are there any changes not previously mentioned that you'd like to see made to the Management Agreement?

[Click here to enter text.](#)

Management Agreement – Feedback from Management Committees

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We would welcome feedback from Management Committees on the document, and would be grateful if you could take the time to complete and return the following questionnaire. A summary of feedback returned will be provided to the Education, Culture and Sport committee on 23 February 2012 for their consideration.

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Marischal College
Broad Street
Aberdeen
AB10 1AB

/or/

gwoodcock@aberdeencity.gov.uk

1. Name of person completing the questionnaire:

[Click here to enter text.](#)

Community Learning Centres Forum

2. Name of Management Committee/Steering Group they are representing.

Centres throughout Aberdeen

3. Has the questionnaire been discussed at a meeting of your committee/group?

Yes No

4. Contact email for any queries

phil.darcy@talk21.com

Community Learning Centres Forum

Response to Community Centre Questionnaire

Our members were very concerned about the length of time the volunteers who comprise Management Committees were given to respond to a very detailed 16 page legal document.

The Council is saving at least £1.5m each year in removing Communities staff from the management of the current Community learning Centres and perhaps an equivalent amount in the voluntary input in the current leased centres, if it had to provide staff for these. It could be argued that the volunteers' input is the equivalent of the Councils in monetary terms. In addition there is the considerable investment by volunteers, in all the other aspects of the centres and whose time cannot be valued simply in monetary terms.

As set out below and as we have advised the Council it is believed that the legal construct of the current contract is ill conceived and does not properly address the nature of the arrangements discussed.

In summary the Council has talked about a partnership to deliver. This seems sensible in that:

- i. Essentially the Council can bring some funding and logistical (people and buildings) support, and**
- ii. The MCs volunteers are willing to provide time, expertise and effort.**

The combination of the two should provide the means for achieving the jointly desired objective. This desired collaboration is in effect what is commonly known or referred to as a joint venture or partnership arrangement between two parties.

However, what the Council are suggesting by way of implementation is a contract that reflects a "Master/Servant" relationship and not such a collaborative arrangement.

Given this we do not believe that the structure or proposals are sustainable but that a contractual arrangement in the form of a partnership or joint venture that provides both the Council and the MCs the appropriate protections is the only way forward.

It is however suggested that the draft document could form the basis for and be adapted to a joint venture type basis fairly readily provided some fundamental principles around liability and warranty in particular are dealt with.

The Forum is making no joint response to the individual questions in the document.

16 February 2011

Management Committees are legally responsible for ensuring they operate within the law. No agreement can remove this responsibility and the agreement tries to highlight some of the key legislation that may affect management committees.

5. Do you think the management agreement should contain more or less information relating to the legal implications of the management committee?

More Less About Right

a. Please provide details of what information you think should be removed, or added, to the management agreement.

The Management Agreement reflects recognised good practice in ensuring that paid staff and elected members should not hold office within the organisation that employs them. This removes potential conflicts of interest and avoids accusations of improper conduct from external parties.

6. Does the fact that paid staff and Elected Members can no longer be office bearers create any problems for your management committee?

YES NO

b. If yes, what are these problems and how do you think they can be resolved while still reflecting recognised good practice?

[Click here to enter text.](#)

7. The Management Agreement needs to have safeguards in place to protect the interest of management committees, the Council, and local council tax payers.

c. Are the right safeguards in place?

YES NO

d. If no, what requires to be added or removed?

[Click here to enter text.](#)

8. Are you happy with the layout of the Management Agreement where the key points of the agreement are listed in the early sections with supplementary information relating to these points being included in schedules attached at the end?

YES NO

e. Any comments on how the layout could be improved?

Specific Sections in the Management Agreement

Requirements of Council

This section details the grant amount of funding and support that will be provided to help management committees to run the community centre. It lets the council vary the amount of grant and allows amendments to the agreement if the funding is changed. It provides details of the bills the council will pay, and what level of insurance is required.

9. Does this section seem fair?

YES NO

f. If no, what would you change to make it fair?

[Click here to enter text.](#)

Requirements of the Management Committee

This section requires the management committee to work with due care and skill, within the law and follow relevant legislation, licensing requirements, and have appropriate policies in place. It requires the management committee to operate a programme of activities that benefits the whole community.

It requires the operation of the management committee to be open and accountable to the local community and to participate in monitoring, inspections and audits from the Council and public bodies. The Management Committee is required to avoid actions which bring themselves or the Council into disrepute.

10. Does this section seem fair?

YES NO

a. If no, what what would you change to make it fair?

[Click here to enter text.](#)

Other Requirements of Agreement

This section highlights the fact that this is a legally binding document with certain obligations. It lists how the agreement can be varied and how disputes are to be resolved.

11. Does this section seem fair?

YES NO

a. If no, what what would you change to make it fair?

[Click here to enter text.](#)

Break Out / Step in Rights / Termination of Agreement

This section details how the agreement is terminated and the conditions that allow such a termination. It highlights that where possible the Council will allow Management Committees to resolve any situation prior to terminating the agreement.

This section also details the conditions that would allow the Council to step in and take control of the community centre. These primarily relate to safety or emergency matters and also allows the Management Committee the right to request that the Council Step In.

12. Does this section seem fair?

YES NO

a. If no, what what would you change to make it fair?

[Click here to enter text.](#)

Schedule 2 - Legislative Requirements

This schedule lists some of the legislative requirements that the Council and the management committee are required to adhere to.

The Council has a requirement to ensure that new agreements such as this make reference to legislation relating to Illegal practices, data protection, freedom of information and equal opportunities.

13. Is there a better way to ensure that you are aware of these requirements?

YES NO

g. If yes, please explain
[Click here to enter text.](#)

General Comments

Taking into consideration the rationale for the clauses within the Management Agreement, are there any changes not previously mentioned that you'd like to see made to the Management Agreement?

Dyce Community Centre Management Committee's Response to the Questionnaire for submission to the Education Committee on 23 February 2012.

Dyce Community Centre Management Committee supports the submission made by Aberdeen Community Centres Forum with the following additions.

1With reference to Para 5.5 of the Committee Report, **3Rs Schools**and in particular the last paragraph which indicates that Dyce is one of the areas not covered by this arrangement. The management committee would be interested in being considered for a similar arrangement to that proposed for the 3Rs schools. This would be dependent on further clarification of the conditions which will be applied in this situation.

Dyce is probably the largest community centre in Aberdeen and because it was not purpose built is probably the most complex to manage. In addition to being a community school it also houses Aberdeen Aquatics, an Out of School Club and now registered pre school provision none of which are the direct responsibility of the management committee. Its programme of activities is primarily educational in nature Children's and Youth Groups, Adult Classes and Groups or they are designed to attract residents with whom learning activities can then be promoted and developed.

2With reference to Para 5.4 of the Committee Report, **Janitorial Services** this appears to be indicating that community schools would be able to provide their own "janitorial" cover. Is this the case and would it include management committees appointing their own paid staff and also be in the same position as free standing centres in appointing volunteers as key holders? Neither of these options has been available in previous discussions on this issue. The only proposal to date has been that janitorial cover would cost management committees £20 per hour.

Phil D'Arcy
Chairman

Comments Received from community members regarding the Management Agreement

Kingswells

The Management Committee had received the Agreement circulated on Thursday 9 February. They raised questions based upon this version of the document. Copies of the Management Agreement circulated on Sunday 12 March were provided to the Committee and was referred to along with their questions.

The Committee was briefed on the current position regarding the meeting held by the representatives on Monday night and are happy for the comments made to be reported back. They may provide further feedback directly.

The Committee don't know what the learning partnership is.

There was some concern regarding clause 1.14. The concern is that they will lose control of prime time use within the centre. I explained the situation that the reason for this was to allow space to be negotiated to allow the council and partners to deliver training in the communities where it is needed. And that the changes were made to further offer assurances to Community members. The changes may actually make matters worse. There is no difficulty in offering free time to the learning partnership when the centre is not in use, but sometimes empty space if prime time for one off lets and if first refusal had to be offered to the learning partnership this would be problematic. There is no objection to the principle of providing unneeded space to the learning partnership free of charge but they feel the wording of the clause does not say this.

The Committee commented that the goalposts keep changing and at times it feels that the sport has changed from football to rugby.

The Committee have requested copies of the documents mentioned in clause 1.9. I have said they should be attached as appendices in the final document and have agreed to forward copies to them by email.

The Committee had some concerns regarding clause 1.12 which were similar to 1.14. The term "subject to reasonable agreement." was where the potential issue was. They are quite happy to provide information and then alter fees if it is deemed necessary but don't want a position where they have to do everything in advance before changing fees.

There were some issues regarding clause 1.26 regarding office bearers and paid members of staff. One individual is the treasurer and the Admin Manager. Another member of staff is the Centre Manager who is not a member of the Committee.

Reference was made to the recognised good practice. There is difficulty in recruiting management committee members. This may prove problematic if it has to apply to Kingswells, although technically the individual is not the Centre Manager so it may not apply.

Can Honorariums be provided to committee members?

The combination of i and ii above should provide the means for achieving the jointly desired objective. This desired collaboration is in effect what is commonly referred to a joint venture or partnership between two parties.

However, the Council are suggesting by way of implementation is a contract that reflects a “Master/Servant” relationship and not a collaborative endeavour (partnership or joint venture)

Given this we do not believe that the structure or proposals are sustainable but that a contractual arrangement in the form of a “partnership or joint venture” that provides both the Council and the MCs the appropriate protections is the only way forward.

It is however suggested that the draft document could form the basis for and be adapted to such a basis fairly readily provided some fundamental principles around liability and warranty in particular are dealt with.

We would welcome feedback from Management Committees on the document, and would be grateful if you could take the time to complete and return the following questionnaire. A summary of feedback returned will be provided to the Education, Culture and Sport committee on 23 February 2012 for their consideration.

With respect we suggest a summary of the questionnaire may not reflect the issues at hand as the questions are materially those posed by the Council on their draft as opposed to what does it take to make this “collaboration” sought by the Council work.

In these circumstances we suggest that the Council Education committee needs to also understand the fundamental nature of the issues at hand and how we believe the proposed arrangement does not support their stated policy.

If you require any further information in relation to the Management Agreement or this feedback form, please contact your Capacity Building Officer or the Community Centre Liaison Officer.

Feedback forms should be returned by end of day on Monday 20 February

1. **Name of person completing the questionnaire:**

Click here to enter text.

Mike Stokeld for and on behalf of Lower Deeside MC negotiating group

2. **Name of Management Committee/Steering Group they are representing.**

Lower Deeside (Cults, Bielside, Milltimber and Culter)

3. **Has the questionnaire been discussed at a meeting of your **sub** committee/group?**

Yes No

4. **Contact email for any queries**

mike.stokeld@shell.com

Management Committees are legally responsible for ensuring they operate within the law. No agreement can remove this responsibility and the agreement tries to highlight some of the key legislation that may affect management committees.

The purpose of this statement in a questionnaire given its general nature on a specific agreement to govern a complex situation is unclear.

It is suggested that the Council has also has the obligation to:

- i. Act within the law.*
- ii. Act in a highly ethical manner, including not seeking to force unfair and potentially unenforceable provisions on those parties it seeks to contract with.*
- iii. Seek to enter arrangements with third parties that properly reflect the Councils publically stated intentions in accordance with i and ii above.*

In the current circumstance the Council has continually advised (See "Purpose" as drafted") it wishes to work in "partnership" with the MCs but offered a "Master / Servant" type arrangement to the MCs.

The current Council contractual approach imposes personal liabilities on "volunteers" carrying out services that the Council wish to but cannot provide to the community is unethical and unfortunately has a patina of dishonesty.

Assurances that this is just a contract and would not be enforced (a) run contrary to the stated purpose in requiring an enforceable contract, and (b) cannot however be relied on as have no effect in law.

It would be helpful if the Council could confirm its agreement and support of the above.

5. Do you think the management agreement should contain more or less information relating to the legal implications of the management committee?

More Less About Right

- a. Please provide details of what information you think should be removed, or added, to the management agreement.

The question is potentially misleading and cannot be properly answered as:

i. As stated above it is respectfully suggested that the form of contract construct is inappropriate and we can only take a view once the correct construct is determined and fully set out, and

ii. Even if the current Master/Servant construct was correct and accepted pending the full suite of proposed arrangements being provided it is not possible to take a proper and sensible view of what information should be provided regarding the implications.

As stated the proper construct of the arrangement should be a partnership or joint venture type agreement under which proper mutual arrangements for legal and regulatory compliance can be specified.

The Council through the construct offered has clearly set out its stall as the employer and notwithstanding any statement of intent it would have to be regarded as a binding contract that the Council would seek to enforce as and when required thus placing the MC members in an untenable position of potential material personal liability. The answer to mitigating such liability is not that the MCs form limited liability companies but that the correct risk allocation is recognised in the contractual arrangements between the Council and the MCs.

It should be noted that even if the Council suggested construct were to be agreed, which it is not, there would require to be significant due diligence for any party in relation to Council policies, procedures, their interpretation of the law etc before any liabilities accepting same could be accepted.

The Management Agreement reflects recognised good practice in ensuring that paid staff and elected members should not hold office within the organisation that employs them. This removes potential conflicts of interest and avoids accusations of improper conduct from external parties.

6. **Does the fact that paid staff and Elected Members can no longer be office bearers create any problems for your management committee?**

YES NO

- a. If yes, what are these problems and how do you think they can be resolved while still reflecting recognised good practice?
Click here to enter text.

7. **The Management Agreement needs to have safeguards in place to protect the interest of management committees, the Council, and local council tax payers.**

- a. Are the right safeguards in place?
YES NO
- b. If no, what requires to be added or removed?
Click here to enter text.

As set out above a properly designed agreement reflecting the correct balance of risk between parties will manage these issues effectively. As currently drafted the agreement exposes the MCs to unlimited liability, much of it uninsurable and is accordingly unacceptable.

The Council Law Department seem to have assumed that this form of Master/Servant contract is appropriate. This does not with respect reflect the discussions between the parties.

As stated the conversations have been how to formalise the working of a collaborative partnership type relationship between the parties and not that between the Council as an employer and the MCs as contractors.

8. **Are you happy with the layout of the Management Agreement where the key points of the agreement are listed in the early sections with supplementary information relating to these points being included in schedules attached at the end?**

YES NO

- a. Any comments on how the layout could be improved?

As previously noted per q 5a. The issue of concern is one of substance, not form.

At the risk of appearing facetious we would suggest that none of the Councillors and/or the officials are aware of the all of the Councils policies and procedures and other legal and regulatory obligations. Requiring an indemnity from the MC volunteer members in case of breach is just not acceptable, but insulting.

We would suggest that an arrangement whereby the MC may be made aware of significant Council policy, policy changes, how the Council would look to implement etc on a no fault basis might be more appropriate.

It is recognised that it is in the interests of the Council, the MCs and the wider community to have an effective compliance and implementation policy. Putting this on the MCs is not however the solution.

Specific Sections in the Management Agreement

Requirements of Council

This section details the grant amount of funding and support that will be provided to help management committees to run the community centre. It lets the council vary the amount of grant and allows amendments to the agreement if the funding is changed. It provides details of the bills the council will pay, and what level of insurance is required.

9. Does this section seem fair?

YES NO

- a. If no, what would you change to make it fair?
Click here to enter text.

Subject to some drafting clarifications.

Requirements of the Management Committee

This section requires the management committee to work with due care and skill, within the law and follow relevant legislation, licensing requirements, and have appropriate policies in place. It requires the management committee to operate a programme of activities that benefits the whole community.

Effective support and balanced logistical, warranty / indemnity arrangements – see drafting below (in essence change of mindset to that of a collaborative venture) – are however required to implement.

It requires the operation of the management committee to be open and accountable to the local community and to participate in monitoring, inspections and audits from the Council and public bodies. The Management Committee is required to avoid actions which bring themselves or the Council into disrepute.

No real issue with these principles.

10. Does this section seem fair?

YES NO

- a. If no, what would you change to make it fair?
Click here to enter text.

See above comments v background.

Other Requirements of Agreement

This section highlights the fact that this is a legally binding document with certain obligations. It lists how the agreement can be varied and how disputes are to be resolved.

See comments set out in response to this questionnaire as a whole

11. Does this section seem fair?

YES NO

- a. If no, what would you change to make it fair?
Click here to enter text.

See above comments v background above.

Break Out / Step in Rights / Termination of Agreement

This section details how the agreement is terminated and the conditions that allow such a termination. It highlights that where possible the Council will allow Management Committees to resolve any situation prior to terminating the agreement.

Subject to drafting

This section also details the conditions that would allow the Council to step in and take control of the community centre. These primarily relate to safety or emergency matters and also allows the Management Committee the right to request that the Council Step In.

Subject to drafting

12. Does this section seem fair?

YES NO

- a. If no, what would you change to make it fair?
Click here to enter text.

See above comments v background above.

Schedule 2 - Legislative Requirements

This schedule lists some of the legislative requirements that the Council and the management committee are required to adhere to.

The Council has a requirement to ensure that new agreements such as this make reference to legislation relating to Illegal practices, data protection, freedom of information and equal opportunities.

13. Is there a better way to ensure that you are aware of these requirements?

YES NO

- a. If yes, please explain
Click here to enter text.

See general comments in this document and below.

We suggest a more collaborative approach would better mitigate both parties risks in this respect. Suggesting that volunteer, unpaid MC members become familiar with legislative requirements, even if familiar with such types of documentation, in detail is wholly unrealistic. Guidance and support is required. Compliance with Council policy and procedure, is with respect, perhaps even more difficult to manage than straight legislation and requires a greater degree of support.

General Comments

- 14. Taking into consideration the rationale for the clauses within the Management Agreement, are there any changes not previously mentioned that you'd like to see made to the Management Agreement?**

As noted above we would suggest that the construct be changed to reflect collaborative type arrangements commonly referred to as a partnership/joint venture arrangement rather than master/servant to provide a balanced approach that reflects what we understand is the Councillors desired outcome. A significant part of the document may be utilised for these purposes.

To assist we would suggest that certain provisions, offered on a without limitation basis, should reflect below (Note: these are drafted and provided on an illustrative basis only and will require further drafting dependant on the nature of the definitions/terms to be incorporated into the agreement):

Recitals: replace with

“Considering that:

One: The Council wishes to provide for the management of the Premises (as hereinafter defined) and to have certain Services (as hereinafter defined) provided to the local community (together the “Purpose”).

Two: The Council has certain funding, logistical support and other expertise available that it is will to provide to support Purpose.

Three: The Management Committee is willing to support the Purpose through providing certain support to the Council, and

Four: The Council and the Management Committee have agreed that to provide for the necessary collaborative framework to implement the Purpose as set forth in Recitals One through Three above that they should work together and wish to set out the basis on which they will so work together to achieve the Purpose.

Now Therefore the Council and the Management Committee have agreed as follows:

.....”

Note: to a provision along the lines of the following will also be required:

“Nothing in this Agreement is intended to constitute or create a partnership , joint venture, association or trust or other similar arrangement between the Parties or as authorising any Party to act as agent, employee or servant for any other Party for any purpose whatsoever, except as explicitly set forth in this Agreement. Neither Party shall hold itself out to any Third Party [define] as being the agent of the other or

have the authority to bind the other Party without the prior written approval of the other Party in each and every case.”

Warranty: replace with

“Subject to the following provisions of this Clause, the Council hereby warrants to the Management Committee and the Management Committee warrants to the Council that (i) it has power to enter into this Agreement and (ii) has taken all necessary action to authorise its execution, completion and performance.

In addition the Council warrants to the Management Committee that, without limitation to its foregoing warranty that:

One: it has complied with its own and other national and european contracting processes in relation to the entering to this Agreement, and.

Two: that the Grant and Support [define if not already done so] is provided to the Management Committee is in accordance with national and European “State Aid” law and requirements.”

Note: We suggest the general list of warranties is inappropriate for an arrangement of this nature. Even if we were to consider such an approach in that the Council looks for warranties per (c) through (g) of its draft these should at a minimum be reciprocal. Additional warranties re Council awareness, compliance with and communication of data and information around its policies would also be required.

Liability and Indemnity: replace with

“The Management Committee, the members of the Management Committee, the Management Committee support staff, the organisations utilising the Services, the volunteer helpers to Management Committee and the participants in the Activities [define depending on other terms of the agreement] (together “Indemnitees”) shall have no liability to the Council or to any other party arising out of this Agreement or the performance of this Agreement, including the actions of the Council pursuant to this Agreement or the carrying on of the Services and/or the Activities and the Council shall indemnify, defend and hold harmless the Indemnitees for any and all Claims [define] arising out of or in connection with the performance, mis-performance or non-performance of this Agreement or the Services or the Activities, howsoever arising and by whomsoever caused and regardless of any negligence or breach of duty (statutory or otherwise), excepting the wilful misconduct [may want to define] of the Indemnitee in relation to any Claim, by Indemnitees.”

Law and Compliance: replace with:

“This Agreement shall be governed by and interpreted in accordance with Scots Law and each Party submits to the exclusive jurisdiction of the Scottish Courts.”

Note: the provision as drafted by the Council is over complex and in any event contradicts the suggested expert determination provisions

10 Craigie Park
Rosemount
Aberdeen
AB25 2SE
19th February 2012

Gail Woodcock
Service Manager Communities
Aberdeen City Council
Marischal College
Broad Street
Aberdeen
AB10 1AB

Dear Gail Woodcock

Please accept my apologies for not bothering to respond to the Management Agreement but with this new proposal which was dropped in our lap on Thursday evening I can't see the point in wasting any more time on giving a response which will have no bearing on the future of Mile-End Community Centre.

On a personal note I am pleased the council have reconsidered and are keeping control of all the 3Rs establishments.

However, I am at the stage of just saying enough is enough and leaving it to whoever wants to get involved with this new proposal as we have spent 11 months of holding meeting after meeting and getting nowhere.

I have heard so many reasons/excuses as to why it has taken so long to get to where we are now without any help what so ever from the **so called** "powers that be".

If this is an example of how they conduct their business I hope there is a big exodus at the May elections.

However, I have my reservations on how this is going to work out as the last paragraph in 5.5 (3Rs Schools) doesn't give me a lot of confidence that any decisions will be on a level playing field.

We have already got our programme up and running not that it is very big at the moment but we lost two tutors as they were employees of the council and they took their package and have decided not to come back as self employed tutors.

Now we will have to wait and see what the Learning Partnership programme is going to be and how much time and space they will require before we approach any new tutor in the hope we can add to our programme.

So Gail I hope if the Council approve of this latest proposal to retain the control of the 3Rs centres we shall be brought into any further discussions on what is going to happen sooner rather than later.

One very important item which I would like to know where we now stand and that is with MASC???

with this latest proposal MASC in my opinion is well established and is run well but under the Management Agreement I personally could see that we have the expertise to keep it on but I don't fancy the council taking it over either as it looks as if they are more concerned in making money than the interests of the parents who use our facility.

At the moment we have Dorothy Beattie who is a council employee who looks after our side of the centre business on a Tuesday and MASC business on a Wednesday which she has been doing for some time and it would be criminal if a new member of staff was to take her place as she knows MASC business like the back of her hand.

In the meantime, I look forward to hearing from you and hope something positive will come out of this new proposal.

Kind regards

Willie Jaffray

PS I am sure you will have enough responses to the Management Agreement to see what the feelings are from those involved!!!!

Management Agreement – Feedback from Management Committees

The attached Management Agreement is proposed as the legal document that will set out the relationship between the Council and the Management Committees of Community Centres.

The investment from the public purse to provide Community Centres in Aberdeen is over £3million per year. The council requires to have a clear agreement in place to ensure that this money is being used appropriately for the benefit the citizens of Aberdeen. This will be achieved through a Management Agreement. The agreement needs to include enough detail to ensure both the Council and Management Committees are clear with regards to what is expected of them and where any responsibility and accountability lies. It tries to do this without being overly cumbersome but as a legal document it has to remove as much ambiguity as possible.

We would welcome feedback from Management Committees on the document, and would be grateful if you could take the time to complete and return the following questionnaire. A summary of feedback returned will be provided to the Education, Culture and Sport committee on 23 February 2012 for their consideration.

If you require any further information in relation to the Management Agreement or this feedback form, please contact your Capacity Building Officer or the Community Centre Liaison Officer.

Feedback forms should be returned by end of day on Monday 20 February to:

Community Centre Feedback Form
Education, Culture and Sport
Aberdeen City Council
Business Hub 13
Second Floor North
Marischal College
Broad Street
Aberdeen
AB10 1AB

/or/

gwoodcock@aberdeencity.gov.uk

1. Name of person completing the questionnaire:

Jacqui Innes

2. Name of Management Committee/Steering Group they are representing.

Northfield Community Centre

3. Has the questionnaire been discussed at a meeting of your committee/group?

Yes

4. Contact email for any queries

jacqui6759@sky.com

Management Committees are legally responsible for ensuring they operate within the law. No agreement can remove this responsibility and the agreement tries to highlight some of the key legislation that may affect management committees.

5. Do you think the management agreement should contain more or less information relating to the legal implications of the management committee?

About Right

a. Please provide details of what information you think should be removed, or added, to the management agreement.

We do not believe any employees of the centre should be on the committee, let alone office bearers.

The Management Agreement reflects recognised good practice in ensuring that paid staff and elected members should not hold office within the organisation that employs them. This removes potential conflicts of interest and avoids accusations of improper conduct from external parties.

6. Does the fact that paid staff and Elected Members can no longer be office bearers create any problems for your management committee?

NO

b. If yes, what are these problems and how do you think they can be resolved while still reflecting recognised good practice?

[Click here to enter text.](#)

7. The Management Agreement needs to have safeguards in place to protect the interest of management committees, the Council, and local council tax payers.

c. Are the right safeguards in place?

YES

d. If no, what requires to be added or removed?

[Click here to enter text.](#)

8. Are you happy with the layout of the Management Agreement where the key points of the agreement are listed in the early sections with supplementary information relating to these points being included in schedules attached at the end?

YES

e. Any comments on how the layout could be improved?

We would welcome more plain language, which would make the document more accessible. A glossary of terms would be helpful.

Specific Sections in the Management Agreement

Requirements of Council

This section details the grant amount of funding and support that will be provided to help management committees to run the community centre. It lets the council vary the amount of grant and allows amendments to the agreement if the funding is changed. It provides details of the bills the council will pay, and what level of insurance is required.

9. Does this section seem fair?

YES

f. If no, what what would you change to make it fair?

We wish to know why this section (2 1.2) states 2 month's notice, but elsewhere it refers to 3 months. This needs to be clearer and fairer.

Requirements of the Management Committee

This section requires the management committee to work with due care and skill, within the law and follow relevant legislation, licensing requirements, and have appropriate policies in place. It requires the management committee to operate a programme of activities that benefits the whole community.

It requires the operation of the management committee to be open and accountable to the local community and to participate in monitoring, inspections and audits from the Council and public bodies. The Management Committee is required to avoid actions which bring themselves or the Council into disrepute.

10. Does this section seem fair?

YES

NO

a. If no, what would you change to make it fair?

We want the following to be deleted: 'subject to the reasonable agreement of the council'. This is not necessary or appropriate.

We wish to question why the programme needs to be submitted on an annual basis by 31st July – it feels overly bureaucratic.

Other Requirements of Agreement

This section highlights the fact that this is a legally binding document with certain obligations. It lists how the agreement can be varied and how disputes are to be resolved.

11. Does this section seem fair?

YES

NO

a. If no, what what would you change to make it fair?

We can't answer this yet- seeking legal advice.

Break Out / Step in Rights / Termination of Agreement

This section details how the agreement is terminated and the conditions that allow such a termination. It highlights that where possible the Council will allow Management Committees to resolve any situation prior to terminating the agreement.

This section also details the conditions that would allow the Council to step in and take control of the community centre. These primarily relate to safety or emergency matters and also allows the Management Committee the right to request that the Council Step In.

12. Does this section seem fair?

YES

- a. If no, what would you change to make it fair?

Schedule 2 - Legislative Requirements

This schedule lists some of the legislative requirements that the Council and the management committee are required to adhere to.

The Council has a requirement to ensure that new agreements such as this make reference to legislation relating to Illegal practices, data protection, freedom of information and equal opportunities.

13. Is there a better way to ensure that you are aware of these requirements?

YES

- g. If yes, please explain

We would welcome presentations in person on these requirements.

General Comments

14. Taking into consideration the rationale for the clauses within the Management Agreement, are there any changes not previously mentioned that you'd like to see made to the Management Agreement?

- * 1.14 Acceptable when the premises are already open for other uses, but Committee expect participants to become centre members and also to purchase refreshments from the Centre.
- * Concerns regarding item 3.8 that should termination occur that the Committee members are not held responsible
- * Concerns regarding short timescale to respond to the draft document

Management Agreement – Feedback from Management Committees

Returns were received from seven Community Centre Management Committees and from the Community Learning Centres' Forum. In addition two committees made comments to the CCLO which they were happy to be including.

Leased Centres; Airyhall, Balgownie, Kingswells, Danestone
Transition Centres free-standing; Rosemount, Northfield
Transition Centres 3R's: Mile-end, Lower Deeside (Cults)
Transition Centres non 3Rs schools; Dyce

Four Community Centre Management Committees returned the questionnaire (Northfield, Balgownie, Lower Deeside and Rosemount)

Three returned written comments (Dyce, Mile-end, and Airyhall).

Two gave verbal comments to the Community Centre Liaison Officer (Kingswells and Danestone)

Questionnaire responses

On the questionnaire a statement was made and a question asked for sections of the draft Management Agreement. The statements and questions are detailed below with the responses in the following box. Where a number is given against a choice in the following questions this refers to the 4 completed questionnaires.

Management Committees are legally responsible for ensuring they operate within the law. No agreement can remove this responsibility and the agreement tries to highlight some of the key legislation that may affect management committees.

5. Do you think the management agreement should contain more or less information relating to the legal implications of the management committee? Please provide details of what information you think should be removed, or added, to the management agreement.

Questionnaire returns	About Right 3 One answered more, less and about right.
Comments;	
Rosemount	
1.2 Concern that the council may vary the development grant down the way.	
1.3 Clarification sought on Fixed fire alarms	
2.1 Don't think State aid should be part of the agreement	
Northfield	
We do not believe any employees of the centre should be on the committee, let alone office bearers.	
Lower Deeside	
The question is potentially misleading and cannot be properly answered as:	
i. As stated above it is respectfully suggested that the form of contract construct is inappropriate and we can only take a view once the correct construct is determined and fully set out, and	

ii. Even if the current Master/Servant construct was correct and accepted pending the full suite of proposed arrangements being provided it is not possible to take a proper and sensible view of what information should be provided regarding the implications. As stated the proper construct of the arrangement should be a partnership or joint venture type agreement under which proper mutual arrangements for legal and regulatory compliance can be specified.

The Council through the construct offered has clearly set out its stall as the employer and notwithstanding any statement of intent it would have to be regarded as a binding contract that the Council would seek to enforce as and when required thus placing the MC members in an untenable position of potential material personal liability. The answer to mitigating such liability is not that the MCs form limited liability companies but that the correct risk allocation is recognised in the contractual arrangements between the Council and the MCs.

It should be noted that even if the Council suggested construct were to be agreed, which it is not, there would require to be significant due diligence for any party in relation to Council policies, procedures, their interpretation of the law etc before any liabilities accepting same could be accepted.

The Management Agreement reflects recognised good practice in ensuring that paid staff and elected members should not hold office within the organisation that employs them. This removes potential conflicts of interest and avoids accusations of improper conduct from external parties.

6. Does the fact that paid staff and Elected Members can no longer be office bearers create any problems for your management committee? If yes, what are these problems and how do you think they can be resolved while still reflecting recognised good practice?

Questionnaire returns	YES 1	NO 3
Comments;		
Balgownie Our only full time member of staff and caretaker is also our treasurer. As it is we have only 3 officers on our management committee. It is very difficult to find volunteers for these roles.		
Kingswells Expressed concern re recruiting management committee members. Currently one member of staff is also the Treasurer. They also asked if honorariums can be provided to Committee members.		

7. The Management Agreement needs to have safeguards in place to protect the interest of management committees, the Council, and local council tax payers.

Questionnaire returns	YES 2	NO 0	Don't know 1
One Committee said yes and no			
Comments;			
Rosemount Want to wait for Legal opinion before deciding			

Lower Deeside

As set out above a properly designed agreement reflecting the correct balance of risk between parties will manage these issues effectively. As currently drafted the agreement exposes the MCs to unlimited liability, much of it uninsurable and is accordingly unacceptable.

The Council Law Department seem to have assumed that this form of Master/Servant contract is appropriate. This does not with respect reflect the discussions between the parties.

As stated the conversations have been how to formalise the working of a collaborative partnership type relationship between the parties and not that between the Council as an employer and the MCs as contractors.

8. Are you happy with the layout of the Management Agreement where the key points of the agreement are listed in the early sections with supplementary information relating to these points being included in schedules attached at the end?

Questionnaire returns	YES 3 NO 1
Comments;	
Northfield We would welcome more plain language, which would make the document more accessible. A glossary of terms would be helpful.	
Lower Deeside As previously noted per q 5a. The issue of concern is one of substance, not form. At the risk of appearing facetious we would suggest that none of the Councillors and/or the officials are aware of the all of the Councils policies and procedures and other legal and regulatory obligations. Requiring an indemnity from the MC volunteer members in case of breach is just not acceptable, but insulting. We would suggest that an arrangement whereby the MC may be made aware of significant Council policy, policy changes, how the Council would look to implement etc on a no fault basis might be more appropriate. It is recognised that it is in the interests of the Council, the MCs and the wider community to have an effective compliance and implementation policy. Putting this on the MCs is not however the solution.	

Specific Sections in the Management Agreement

Requirements of Council

This section details the grant amount of funding and support that will be provided to help management committees to run the community centre. It lets the council vary the amount of grant and allows amendments to the agreement if the funding is changed. It provides details of the bills the council will pay, and what level of insurance is required.

9. Does this section seem fair?

Questionnaire returns	YES 3 NO 1
Comments;	

Northfield

We wish to know why this section (1 1.2) states 2months notice, but elsewhere it refers to 3 months. This needs to be clearer and fairer.

Airyhall

1.2 Two months notice of termination required. Why not 1 month?

1.3 Council's right of access should normally be by appointment.

Rosemount

We believe giving the same grant to all centres is not fair. It should be based on size of buildings / per capita usage.

Lower Deeside

Subject to some drafting clarifications.

Requirements of the Management Committee

This section requires the management committee to work with due care and skill, within the law and follow relevant legislation, licensing requirements, and have appropriate policies in place. It requires the management committee to operate a programme of activities that benefits the whole community.

It requires the operation of the management committee to be open and accountable to the local community and to participate in monitoring, inspections and audits from the Council and public bodies. The Management Committee is required to avoid actions which bring themselves or the Council into disrepute.

10. Does this section seem fair?

Questionnaire returns	YES 2	NO 1
<p>Comments;</p> <p>Northfield We want the following to be deleted: 'subject to the reasonable agreement of the council'. This is not necessary or appropriate. We wish to question why the programme needs to be submitted on an annual basis by 31st July – it feels overly bureaucratic.</p> <p>Balgownie My answer refers to the para 1.14, which in your so called appendix emailed to us. The para is noticeably shorter than the first issue emailed previously, the contentious points having been removed.</p> <p>Airyhall 1.14 Unallocated time offered to the Learning Partnership. There can on occasion be unallocated time between say the termination of one activity and the start-up of the next. This must remain the Centre's to allocate as it sees fit. 1.15 learning in the wider community is not explained. Polling Station use is currently remunerated. Will this continue? 1.35 Explain Out of School Care Policy</p> <p>Lower Deeside No real issue with these principles. See above comments v background.</p>		

Kingswells

Are happy to offer space to the Learning partnership however are concerned that the current wording does not reflect that unscheduled space may still be needed eg for one off lets.

Other Requirements of Agreement

This section highlights the fact that this is a legally binding document with certain obligations. It lists how the agreement can be varied and how disputes are to be resolved.

11. Does this section seem fair?

Questionnaire returns	YES 1	NO 0	Don't know 2
Comments;			
Northfield We can't answer this yet- seeking legal advice.			
Rosemount Waiting for independent legal advice.			
Airyhall 2.2 last paragraph. No one is going to commit to full or partial indemnity. Management Committees are after volunteers.			
Lower Deeside See above comments set out in response to this questionnaire as a whole .			

Break Out / Step in Rights / Termination of Agreement

This section details how the agreement is terminated and the conditions that allow such a termination. It highlights that where possible the Council will allow Management Committees to resolve any situation prior to terminating the agreement.

This section also details the conditions that would allow the Council to step in and take control of the community centre. These primarily relate to safety or emergency matters and also allows the Management Committee the right to request that the Council Step In.

12. Does this section seem fair?

Questionnaire returns	YES 3 Yes and No 1
Comments;	
Lower Deeside Subject to drafting. See above comments v background above.	

Schedule 2 – Legislative Requirements

This schedule lists some of the legislative requirements that the Council and the management committee are required to adhere to.

The Council has a requirement to ensure that new agreements such as this make reference to legislation relating to Illegal practices, data protection, freedom of information and equal opportunities.

13. Is there a better way to ensure that you are aware of these requirements?

Questionnaire returns	YES 2 Yes and No 1	NO 1
<p>Comments;</p> <p>Northfield We would welcome presentations in person on these requirements</p> <p>Rosemount Simplify the language</p> <p>Lower Deeside See general comments in this document and below; We suggest a more collaborative approach would better mitigate both parties risks in this respect. Suggesting that volunteer, unpaid MC members become familiar with legislative requirements, even if familiar with such types of documentation, in detail is wholly unrealistic. Guidance and support is required. Compliance with Council policy and procedure, is with respect, perhaps even more difficult to manage than straight legislation and requires a greater degree of support.</p>		

General Comments

14. Taking into consideration the rationale for the clauses within the Management Agreement, are there any changes not previously mentioned that you'd like to see made to the Management Agreement?

Comments;

Questionnaire returns

Rosemount

A briefing using a powerpoint with pictures and live people presenting it to explain the unfriendly document. It's too bureaucratic and will put volunteers off.

Northfield

1.14 Acceptable when the premises are already open for other uses, but Committee expect participants to become centre members and also to purchase refreshments from the Centre.

Concerns regarding item 3.8 that should termination occur that the Committee members are not held responsible

Concerns regarding short timescale to respond to the draft document

Lower Deeside

Provided extensive notes and recommendations at the start of the questionnaire and in response to this question. Please see full document for details.

Note: the provision as drafted by the Council is over complex and in any event contradicts the suggested expert determination provisions

General Comments / Concerns including non questionnaire returns

Re 3Rs sites

Mile- end return indicated they welcomed Council maintaining control of 3Rs however, if this is approved, they want to be brought into discussion early.

Dyce return stated they would want Dyce to be considered for a similar arrangement as the proposed arrangement for 3Rs.

Janitorial services

Clarity sought from Dyce re community school site Management Committees being able to appoint their own janitorial staff and volunteers being key holders (as per free standing centres).

Representation

Airyhall noted that they represent themselves and have not authorised any third party to speak on its behalf.

Dyce noted they support the submission made by Aberdeen Community Centres Forum.

Childcare

Mile-end are concerned about the possible impact on the after school club MASC.

Master/servant

Several committees expressed concern about a “master / servant” relationship developing rather than a partnership.

For example the following statements from

Lower Deeside;

“As noted above we would suggest that the construct be changed to reflect collaborative type arrangements commonly referred to as a partnership/joint venture arrangement rather than master/servant to provide a balanced approach that reflects what we understand is the Councillors desired outcome”

Community Learning Centres Forum

“However, what the Council are suggesting by way of implementation is a contract that reflects a “Master/Servant” relationship and not such a collaborative arrangement.

Given this we do not believe that the structure or proposals are sustainable but that a contractual arrangement in the form of a partnership or joint venture that provides both the Council and the MCs the appropriate protections is the only way forward. “

Liability and Indemnity

Several Committees are concerned about volunteer liability.

Learning Partnerships

Several Committees want more information about Learning Partnerships. Further information; The 15/4/10 committee report which led to the setting up of Learning Partnerships, A status report on Learning Partnerships that was considered by the Smarter Forum in January 2012, A map showing where Learning Partnerships fit into the city's community planning process has now been given to all Management Committees.

Danestone want to know more detail about the basis of learning partnerships;
How is it ensured it is representative?
Who chairs them?
Is use of accommodation mutual between all learning Partnership partners? Or are
Community Centres the only partners expected to give up space?

Changing goalposts / response time

Some committees expressed concern that the goalposts keep changing.
The Community Learning Centres Forum were concerned “about the length of time
volunteers who comprise management Committees were given to respond to a very
detailed 16 page legal document”.