Schedule 1a

Work Based Learning for Young People

Service Specification

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Schedule 1a

Specification for the provision of Work Based Learning for Young People (WBLFYP)

1  Commencement

1.1  The Services to be provided under this part of the Contract shall commence on 1st August 2005 and shall terminate on 31st July 2006 or as otherwise provided in the Contract.

2  Definitions

“Annual Milestones” means annual indicators of progress towards the achievement of headline performance measures agreed between THE COUNCIL and THE CONTRACTOR in its three-year Development Plan.

“Apprenticeships” means the work-based learning programme for all young people aged 16-24 who are capable of achieving the requirements of the Apprenticeship frameworks, as specified by the appropriate Sector Body.

“Centre Approval Status” means a centre is approved by any awarding body for the delivery of certain qualifications.

“Entry to Employment (E2E)” means a programme of education and training designed to equip young people with the skills to assist them to enter employment, or further learning.

“Floor Targets” means the minimum level of Learner Achievement of NVQs or Apprenticeship frameworks set by THE COUNCIL and as defined in THE COUNCIL’S Circular 03/09 and any subsequent guidance issued by THE COUNCIL.

“Headline Performance Measures (formerly Headline Improvement Targets)” means the indicators or performance for the delivery of, and improvements to, the Service agreed with THE CONTRACTOR in its Development Plan, and defined in THE COUNCIL’S Circular 03/09 and subsequent guidance issued by THE COUNCIL.

“Learner Accidents” means accidents to non-employed and employed status Learners whilst participating in Work Based Learning for Young People.

“Local Council” means the committee established by THE COUNCIL for a specified area of England.

“Local Plan” means the plan prepared by each of THE COUNCIL’S Local Council’s setting out how it will meet the education and training needs in its local area.
“NVQ” means National Vocational Qualification.

“Quality Improvement Plan” means THE CONTRACTOR’S plan for maintaining and improving the quality of the Service.

“Self-Assessment Report ” means the report prepared by THE CONTRACTOR assessing the quality of the Services.

“Work-Based Learning for Young People (WBLFYP)” means programmes of education and training for young people through the work-based route.

3 Requirement for Funding for Work Based Learning for Young People for 2005/06

3.1 The Service to be provided under this part of the Contract is the provision of WBLFYP. The detailed Service requirements are set out in the Requirements for Funding for Work Based Learning for Young People for 2005/06 as amended from time to time by THE COUNCIL.

3.2 The Requirements for Funding for Work Based Learning for Young People for 2005/06 and the subsequent editions and amendments form part of the terms and conditions of this Contract.

4 Contract Objectives

4.1 THE CONTRACTOR shall deliver the Services in accordance with the Requirements for Funding Work Based Learning for Young People for 2005/06 and in accordance with THE CONTRACTOR’S Development Plan, and in accordance with all the other terms and conditions of the Contract.

4.2 THE CONTRACTOR shall meet the volumes and measures agreed with THE COUNCIL as set out in the Development Plan and as specified at Schedule 2a Annex A.

4.3 THE CONTRACTOR shall, if it forms part of the Services delivered under this part of the Contract, contribute to the development of E2E by implementing an ongoing process of quality improvement.

4.4 THE CONTRACTOR shall promote Apprenticeships as the preferred route for young people who can benefit from a full framework and only use NVQ Learning when agreed in advance with THE COUNCIL’S Contract Manager.

4.5 THE CONTRACTOR shall deliver the continuous improvement and development actions outlined in its Development Plan and those required as a result of THE COUNCIL’S Annual Planning Review and the outcomes of Inspection.
5 Development Plan and Annual Planning Review

5.1 THE CONTRACTOR shall have a Development Plan agreed by THE COUNCIL, which establishes THE CONTRACTOR'S contribution for the period ending on 31 July 2008, or any further three year period as defined in guidance issued by THE COUNCIL, to the delivery of THE COUNCIL'S Local Plan. The Development Plan will form part of this Contract.

5.2 The format and content of the Development Plan shall conform to the requirements in THE COUNCIL’S Circular 03/09 and any subsequent amendments or guidance issued by THE COUNCIL. THE CONTRACTOR’S Headline Performance Measures and Annual Milestones for raising performance to meet these measures shall be set out in the Development Plan.

5.3 Where THE CONTRACTOR has only partially agreed its Development Plan with THE COUNCIL, THE COUNCIL will require THE CONTRACTOR to make any necessary modifications, in accordance with the arrangements in Circular 03/09, paragraph 89 or subsequent guidance issued by THE COUNCIL. New CONTRACTORS must agree a Development Plan with THE COUNCIL within 6 months of the commencement of this Schedule.

5.4 Failure to agree a Development Plan with THE COUNCIL shall constitute a serious breach under the Clause 18 of the General Terms and Conditions of this Contract.

5.5 THE COUNCIL will review and assess the effectiveness of the implementation of THE CONTRACTOR'S Development Plan, including the achievement of the Annual Milestones and progress towards the achievement of Headline Performance Measures and where relevant progress to meet or exceed Floor Targets by July 2006. The implementation of the CONTRACTOR’S Development Plan will be formally reviewed through the Annual Planning Review, at which stage refinements and changes to the Development Plan will be formally identified and consequent actions agreed with THE CONTRACTOR.

5.6 If THE CONTRACTOR significantly fails to achieve the Annual Milestones for all Headline Performance Measures identified in its Development Plan, and/or significantly falls short of meeting its annual milestones for raising performance to meet Floor Targets, THE CONTRACTOR may be regarded as at serious risk of failure to deliver the Services under this part of the Contract. THE COUNCIL will require THE CONTRACTOR to identify and implement through its Development Plan, decisive actions to address risks and improve the standard of Service delivery within a specified period.
6 Raising Standards

6.1 THE CONTRACTOR shall deliver the Service to an acceptable standard of quality as defined by THE COUNCIL and shall take all reasonable steps to:

6.1.1 minimise drop out rates and deliver high completion and achievement rates, and appropriate progression;

6.1.2 ensure competent and appropriately qualified staff deliver and assess learning;

6.1.3 offer equality of access to learning opportunities and close equality gaps in learning and outcomes;

6.1.4 provide a safe, healthy and supportive environment, which meets the needs of Learners;

6.1.5 provide good management and leadership of the learning process; and

6.1.6 deliver value for money and financial probity.

6.2 THE CONTRACTOR shall continuously seek to improve the Services and raise standards to benefit the Learner. The CONTRACTOR shall have the primary responsibility for improving standards and will need to demonstrate to THE COUNCIL’s satisfaction that it has an effective quality assurance system based on annual self-assessment and the implementation of its own associated Quality Improvement Plan.

6.3 THE CONTRACTOR shall conduct continuous self-assessment of the Service against the quality requirements set out by THE COUNCIL (which includes the requirements under the Common Inspection Framework published by the Inspectorates. The CONTRACTOR shall annually submit a Self-Assessment Report to THE COUNCIL by a specified date and shall provide evidence to THE COUNCIL or to the Inspectorates to support statements made in the Self-Assessment Report.

6.4 If THE COUNCIL assesses THE CONTRACTOR to be at serious risk of failure to deliver the Services under this part of the Contract following THE COUNCIL’S Annual Planning Review, THE COUNCIL may:

6.4.1 Terminate the Contract in respect of this part of the Service on 31 July in the Contract year in which the outcome of the Annual Planning Review judges THE CONTRACTOR to be at serious risk.

6.4.2 require THE CONTRACTOR to set out in its Development Plan how it intends to address improvements to the quality of its
Service. THE CONTRACTOR will include in its Development Plan decisive actions to meet milestones for improving the quality of its Service. THE COUNCIL will meet with THE CONTRACTOR to discuss and reach agreement on implementation of these actions and milestones and to agree arrangements for monitoring and reviewing progress. In such cases reviews will take place at frequencies specified by THE COUNCIL and in agreement with THE CONTRACTOR.

6.4.3 If THE COUNCIL judge, as part of the Annual Planning Review process, and continued monitoring that THE CONTRACTOR is failing to deliver the actions agreed under 6.4.2 above it shall constitute a serious breach under Clause 18 of the General Terms and Condition of this Contract.

6.5 THE COUNCIL may at its discretion agree a programme of support for THE CONTRACTOR to assist delivery of the Development Plan and actions to improve the quality of services.

6.6 When THE CONTRACTOR receives notification from either of the Inspectorates that the Service is to be inspected, THE CONTRACTOR shall provide THE COUNCIL with a copy of its current Development Plan and latest Self-Assessment Report and its Quality Improvement Plan, and any other relevant information in accordance with the required timescale of the Inspectorates.

6.7 Following any inspection by the Inspectorates of the Services provided under this part of the contract, THE CONTRACTOR will update its Quality Improvement Plan outlining how it will develop the strengths and address the areas for improvement identified in the inspection. THE CONTRACTOR will update and agree with THE COUNCIL revisions to its Development Plan setting out how it intends to implement its Quality Improvement Plan.

6.8 Where all or any part of the Service delivered under this part of the Contract is assessed by the Inspectorates as unsatisfactory, including leadership and management, THE COUNCIL will regard THE CONTRACTOR as being at serious risk of failure to deliver the Services, and the provisions set out at paragraph 6.4 will apply.

6.9 Where appropriate, THE CONTRACTOR shall confirm in writing to THE COUNCIL that their Centre Approval Status is still current. The written statement will need to confirm approved centre status for the specific National Vocational Qualification titles and levels, including awarding body name(s).

6.10 THE CONTRACTOR shall ensure that appropriately qualified and trained staff will deliver the Services. THE CONTRACTOR shall be responsible for the professional development and training of its staff and for meeting any minimum requirements of THE COUNCIL for the proportion of its staff to be appropriately qualified.
7 Branding/Marketing

7.1 THE CONTRACTOR shall use national E2E and Apprenticeship branding, or other branding as THE COUNCIL specifies in writing from time to time and follow national branding guidelines as specified on any promotional material for E2E or Apprenticeships. This shall include prospectuses, direct mail advertising merchandising and any other marketing material.

7.2 THE CONTRACTOR shall use its best endeavours to promote WBLFYP to employers and young people. THE CONTRACTOR shall follow up any enquiries from young people and employers generated by national or local marketing campaigns by THE COUNCIL. THE CONTRACTOR shall report the outcomes of such enquiries to THE COUNCIL on request.

7.3 THE CONTRACTOR shall provide to learndirect details of the WBLFYP it delivers under the Contract for inclusion on its national course database and ensure that this information is kept up to date. THE CONTRACTOR will provide details of Apprenticeships where it has vacancies for Learners to THE COUNCIL for inclusion on THE COUNCIL’S website when requested to do so.

7.4 THE CONTRACTOR shall provide details of employers who have Apprentices when requested to do so by THE COUNCIL. THE CONTRACTOR is to notify employers that details of employers receiving support from WBLfYP funding may be published.

8 Education Maintenance Allowance

8.1 THE CONTRACTOR shall administer Education Maintenance Allowance for all non-employed learners, as detailed in guidance issued by THE COUNCIL.