NVQs for Adults and Skills for Life

Service Specification

Contents

1 Commencement
2 Definitions
3 Requirements for Funding
4 Contract Objectives
5 Recruitment and Eligibility
6 Initial Assessment
7 Induction
8 Individual Learning Plan
9 NVQ Learning
10 Skills for Life Learning
11 Review Process
12 Cessation of Learning
13 Completion Certificate
14 Customer Feedback and Complaints
15 Branding
Annex 1 Eligibility
1 Commencement

1.1 The Services to be provided under this part of the contract shall commence on 1st April 2006 and shall terminate on 31st March 2007 or as otherwise provided in this schedule.

2 Definitions

2.1 Actual Leaving Date:

the date that the learner completed their learning / training activity or the date when the learner is deemed to have terminated the learning activity if this is an earlier date, as set out in the ILR guidance (Specification of the Individualised Learner Record for 2005/06 & 2006/07).

2.2 Approved Qualification- an approved qualification is:

an approved qualification is a current qualification where the learner started learning and was registered with an appropriate awarding body on or before the QCA last registration date. It was accredited before the QCA certification end date and is approved for funding and listed on THE COUNCILS Learning Aims Database (LAD); and

is an approved National Vocational Qualification at level 2 or 3 (NVQ or any forerunner qualification contained in the VQ listings of acceptable qualifications or a General National Vocational Qualification (GNVQ) or an Educational Qualification); or

an approved Skills for Life qualification as defined in Annex 1

other qualifications may only be provided with prior written approval from THE COUNCIL.

2.3 Assessed / Assessment – Initial Assessment embraces an initial diagnosis of needs. The outcomes of which will be:

2.3.1 increased self awareness and understanding of needs and aspirations;

2.3.2 increased ability to plan action required to implement decisions;

2.3.3 an Individual Learning Plan that has a clear focus on helping learners address training needs.
2.4 **Certification of Completion** – A certificate complying with national requirements and approved by the QCA, which is issued to the learner on completion of training to attest that the requirements of the qualification have been achieved.

2.5 **Disability** – The Disability Discrimination Act 1995 describes a person as having a disability if he or she “has a physical or mental impairment which has a substantial and long term adverse effect on their ability to carry out normal day to day activities”. Guidance about the terms used within the definition, and what is meant by “day to day activities” is given in the Disability Discrimination Act 1995 Part 1, and in the HMSO publication “Guidance on matters to be taken into account in determining questions relating to the definition of a disability”.

First Full Level 2 Learner – an employee without an existing NVQ level 2 or qualifications equivalent to 5 GCSEs at A – C or Higher.

2.6 **Learner** – an eligible person who has commenced learning on the NVQ for Adults Programme.

2.7 **Learning** – a process of planned activities engaged in by a learner, which is specifically designed for the imparting of knowledge, skills and competence relevant to effective participation in the labour market. Learning may include assessment activities conducted by THE CONTRACTOR.

2.8 **Outcome** – The outcome of a learning programme is the achievement by learners of an approved qualification.

2.9 **Provision** – In the context of the NVQs for Adults programme, provision refers to either or both NVQ learning or Skills for Life learning, or other qualifications as agreed by THE COUNCIL.

2.10 **Refugee** – any refugee with indefinite, limited or exceptional leave to remain in the United Kingdom. A refugee seeking entry onto a DfES funded training programme must have the appropriate Home Office documentation giving him or her permission to train and work in the UK.

3 **Requirements for Funding**

3.1 THE CONTRACTOR shall through this contract engage employees aged 23 plus or 16 plus for Skills for Life in learning of approved qualifications, which contribute to meeting national and local priorities;

3.2 THE CONTRACTOR shall deliver the provision in accordance with the volumes set out in Schedule 2b, Annex 2;

3.3 THE CONTRACTOR shall work with THE COUNCIL to develop the required quality and audit systems and to ensure that accounting procedures are in line with THE COUNCILs requirements;

3.4 THE CONTRACTOR shall ensure that the training venue provides the necessary accommodation and resources required to successfully deliver the agreed provision;
3.5 THE CONTRACTOR shall ensure that all staff involved in delivering the learning receive the necessary training for them to be able to fulfil their duties effectively;

3.6 THE CONTRACTOR shall have a minimum outcome target of 75% for NVQ learning and 60% for Skills for Life learning.

4 Contractor Objectives

4.1 THE CONTRACTOR shall deliver the services in accordance with their Self Assessment Report and Quality Improvement Plan, in accordance with all the other terms and conditions of the contract;

4.2 THE CONTRACTOR shall meet the volumes and targets agreed with THE COUNCIL as specified in Schedule 2b, Annex 2;

4.3 THE CONTRACTOR shall ensure that all learners entering the programme receive effective Initial Assessment of their needs and aptitudes – see paragraph 6;

4.4 THE CONTRACTOR shall ensure reviews of learning are conducted sufficiently as specified in paragraph 10 of this schedule, to monitor progress and identify and attempt to remedy problems that may arise.

5 Recruitment & Eligibility

5.1 THE CONTRACTOR shall ensure that learners recruited are eligible for funding in accordance with the criteria in schedule 1b, Annex 1.

6 Initial Assessment

6.1 All learners must be assessed before or immediately on entry to a programme to ensure:

6.1.1 they are on a programme appropriate to their abilities, experience and aspirations;

6.1.2 capable of completing and achieving the chosen programme of learning;

6.1.3 working towards an appropriate approved qualification; and

6.1.4 the learners individual developments needs and required support are identified and can be met;

6.1.5 that taking into account the learners current abilities, attitudes and aptitudes the most appropriate teaching and learning styles are used.

6.1.6 Learners undertaking Skills for Life must have undergone a full diagnostic assessment to ensure entry level needs are clearly identified and meet.
6.2 In addition, for new learners joining the programme on or after 1st April 2006 to study NVQ learning, evidence must be retained by THE CONTRACTOR to confirm that the learner does not already hold an NVQ 2 or equivalent full level 2 qualification (or a higher level qualification). They must be aiming to achieve a qualification at NVQ level 2 or 3 in accordance with Schedule 1b, Annex 1. This evidence should be in the form of a self declaration.

6.3 THE CONTRACTOR shall ensure that the information obtained as a result of Initial/diagnostic Assessment appropriately identifies the needs of the learners. All assessment processes should determine how the suitability of the programme was determined and establish any previous experience, activities, or learning that underpins the delivery of the agreed Individual Learning Plan.

7 Induction

7.1 THE CONTRACTOR shall provide the learners recruited with a comprehensive induction programme that shall as a minimum cover their;

7.1.1 terms and conditions of learning;

7.1.2 Individual Learning Plan;

7.1.3 content of the programme including the delivery arrangements and exit process (where applicable);

7.1.4 assessment processes;

7.1.5 equal opportunities policy;

7.1.6 disciplinary and grievance procedures;

7.1.7 health and safety responsibility / legislation;

7.1.8 key contact with THE CONTRACTOR.

8 Individual Learning plan

8.1 THE CONTRACTOR shall ensure that learners are given an Individual Learning Plan, which they have agreed, signed and dated. THE CONTRACTOR shall deliver the learning as described in the Individual Learning Plan. Delivery and assessment are to be in line with appropriate framework and awarding body requirements.

8.2 THE CONTRACTOR shall ensure that the Individual Learning Plan as a minimum:

8.2.1 includes the learners prior learning and assessed needs;
8.2.2 specifies a duration which allows the programme a reasonable prospect of successful completion, while having regard to those needs and objectives stated in the agreed NVQ framework, or qualification syllabus;

8.2.3 takes into account best practice contained within good practice guides, inspection evidence and other relevant sources;

8.2.4 sets out the start date and the intended duration of their learning programme;

8.2.5 states which programme that the learning is to be carried out under. e.g. NVQ learning or Skills for Life learning. Learners shall have unrestricted access to information on the arrangements;

8.2.6 contains a brief statement of the learners employment or career objectives; and

8.2.7 is signed and dated by the learner.

9 NVQ Learning

9.1 For NVQ learning the Individual Learning Plan shall also;

9.1.1 specify by name, level and reference number the approved NVQ at level 2 or 3 that the learner is under taking;

9.1.2 specify all units which together shall comprise the NVQ and, where appropriate, any other agreed equivalent qualifications, key skills or parts thereof, which will be achieved during the Individual Learning Plan;

9.1.3 provide adequate information on the methods that will be employed to deliver training (including on- and off-the-job training);

9.1.4 include how on- and off-the-job training will be coordinated; and

9.1.5 provide details of the assessment processes and review arrangements.

10 Skills for Life Learning

10.1 For Skills for Life the results of Diagnostic Assessment must also be recorded on the Individual Learning Plan and specify by name and level the Skills for Life qualification(s) the learner is undertaking, showing progression of at least one level from the learners entry point. The Individual Learning Plan shall also;

10.1.1 provide adequate information on the methods that will be employed to deliver training (including on- and off-the-job training);

10.1.2 include how on- and off-the-job training will be coordinated;
10.1.3 provide individual support as appropriate; and

10.1.4 provide details of the assessment processes and review arrangements.

11 Review Process

11.1 Learners Individual Learning Plans shall be reviewed regularly any changes to the Individual Learning Plan shall be agreed with the learner. THE CONTRACTOR shall ensure that reviews take place more frequently where lack of progress or other factors, which may prejudice achievement, are causing concern. For Skills for Life learners it is expected that more frequent reviews will be carried out.

12 Cessation of Learning

12.1 THE CONTRACTOR must ensure where learners leave their learning programme that the Individual Learner Record and the Individual Learning Plan is completed with the actual date of leaving, and updated ILR data is sent to The National Training Partnership (NTP).

12.2 A learner is deemed to have terminated their learning:

   12.2.1 at the end of the day on which the learner states that they have left their learning programme; or

   12.2.2 at the end of the day on which the learner is dismissed; or

   12.2.3 where no contact has been made with the learner over a 12 week period from the last documented previous review; or

   12.2.4 once they have successfully achieved their learning programme.

12.3 THE CONTRACTOR shall retain for audit and verification purposes a copy of the Individual Learning Plan, endorsed with the correct date of leaving.

13 Completion Certificates

13.1 THE CONTRACTOR shall ensure that learners on the successful completion of a programme are issued with their certificate to attest that the requirements have been achieved. A copy of the awarding body certificate should be retained by THE CONTRACTOR.

14 Customer Feedback and Complaints

14.1 The primary responsibility for receiving customer feedback and investigating complaints promptly and thoroughly shall rest with THE CONTRACTOR. THE CONTRACTOR shall have mechanisms in place, which are acceptable to THE
COUNCIL, to gather and act upon feedback and complaints from learners and / or their representatives, employers and the wider community.

14.2 THE COUNCIL will issue guidance for THE CONTRACTOR on dealing with feedback and handling complaints, and will set out the minimum standards expected.

14.3 THE CONTRACTOR shall be responsible for resolving complaints in accordance with the guidance and timescales set out by THE COUNCIL. THE CONTRACTOR shall notify THE COUNCIL of all cases that cannot be resolved.

14.4 THE COUNCIL will review the actions taken, and may require further action by THE CONTRACTOR. THE COUNCIL reserves the right to carry out any other enquiries it deems necessary in order to effect a satisfactory conclusion of the complaint.

15 Branding

15.1 On request THE CONTRACTOR shall supply a draft of their marketing material to the National Employer Service of THE COUNCIL for approval before the material is produced. The National Employer Service will provide notification of approval, or if unsatisfactory, feedback on the material within five working days of receipt.

15.2 THE CONTRACTOR shall acknowledge support of THE COUNCIL on all promotional, advertising and merchandising material by using THE COUNCIL’S logo accompanied by the wording “supported by THE LEARNING AND SKILLS COUNCIL”.

Speciﬁcation for the provision of the NVQs for Adults

Eligibility

All learners NVQ must be aged 23 or over, employed and working in England.

All learners engaged in Skills for Life must be aged 16 or over employed and working in England.

New learners joining the initiative on or after 1st April 2006 to study NVQ learning must not already possess an NVQ 2 or equivalent full level 2 qualification (or a higher level qualiﬁcation). They must be aiming to achieve their ﬁrst qualiﬁcation at NVQ level 2 or above. No qualiﬁcations other than NVQ’s at level 2 or 3 are eligible for funding, without the prior written consent of THE COUNCIL.

Learners joining the initiative to study Skills for Life learning must have received a diagnostic assessment to consider the suitability of the learning and if required identify the area and level of programme to be studied. Only those learners identiﬁed at entry level are eligible for the programme.

Only the following Skills for Life qualiﬁcations are eligible for funding:

- Nationally approved certiﬁcates in Adult Literacy, Numeracy and English for Speakers of Other Languages (ESOL) Skills for Life as approved by the Secretary of State;
- Qualiﬁcations must be at Entry Level 1, 2 or 3 or at level 1 or level 2.

Other Skills for Life qualiﬁcations may only be provided with the prior written consent of THE COUNCIL.

The following persons will be eligible for funding (these categories correspond to the groups listed in the Education (Fees and Awards) Regulations 1997 (the Regulations)):

- a person who, on the start date is “settled” in the UK, and who has been an ordinary resident in the UK and Islands (that is including the Channel Islands and the Isle of Man) for the three years preceding the “start date” and whose main purpose for such residence was not to receive full-time education during any part of the three year period. “Settled” means having either Indefinite Leave to Enter or Remain (ILE/R) or having Right of Abode in the UK. British Citizens and certain other citizens have the Right of Abode in the UK;

- persons with European Community – United Kingdom of Great Britain and Northern Ireland Passports;

- British Overseas Territory Citizens (formerly known as British Dependent Territory Citizens);
• those whose passports have been endorsed to show they have Right of Abode in the UK;

• those who have a certificate of naturalisation or registration as a British Citizen;

• a national of any European Union (EU) country or the child of an EU National who has been ordinarily resident in the European Economic Area (EEA) for the three years preceding the “start date”, and whose main purpose for such residence was not to receive full-time education during any part of the three year period. Spouses of nationals are not eligible unless they are eligible in their own right;

• an EEA migrant worker or the spouse or child of an EEA migrant worker who has been ordinarily resident in the EEA for the three years preceding the “start date” and whose main purpose for such residence was not to receive full-time education during any part of the three year period;

• anyone who is recognised as a refugee by the UK Government (granted Refugee Status) who has remained ordinarily resident in the UK and Islands since so recognised, or the spouse or child of such a refugee;

• anyone refused Refugee Status but who has been granted Exceptional Leave to Enter or Remain (ELE/R) by the UK Government and has remained ordinarily resident in the UK and Islands since so recognised, or the spouse or child of such a person;

• learners studying under reciprocal exchange agreements.

• In addition to the groups above, THE COUNCIL will also consider the following groups of learners to be eligible for funding:

• persons who have legally been living in England for the three years immediately preceding the start of the programme ignoring temporary absences. This does not include persons with time-limited leave to remain as a student whose leave to remain does not extend to the expected end date of the proposed programme of study;

• asylum-seeking and their dependents in receipt of either:

  • income-based benefits; or

  • assistance under the terms of the Immigration and Asylum Act 1999 or the Children Act 1989; or

  • Voucher assistance from the National Asylum Support Service; or

  • assistance under the National Assistance Act 1948;

• persons with humanitarian protection (HP) or discretionary leave (DL) or Exceptional Leave to Enter or Remain (ELE/ELR), their spouses and children;
• persons with recently settled status. This means those having been granted Indefinite Leave to Enter or Remain (ILE/R), Right of Abode or British Citizenship within the three years immediately preceding the start of the program;
• the spouse of a person with settled status, who has been both married and resident in the UK for one year;
• learners with a work permit covering the required learning period.

Learner not eligible for funding

The following groups of learners are not eligible for funding:

• People already possessing a NVQ 2 or equivalent (or higher level qualification) are not eligible for entry on to NVQ learning programmes but may after assessment be eligible for Skills for Life learning;
• Graduates;
• learners engaged in HE programmes. Responsibility for funding all prescribed HE programmes transferred to the HEFCE from August 1999. THE COUNCIL does not expect to fund programmes for groups of HE learners;
• any FE college full-time learner funded under another LSC funding stream;
• learners in custody as prisoners or on remand in custody.