
West Berkshire Council

Community Learning and Skills: Subcontracting Management Plan 2024-25

1. Rationale for subcontracting

West Berkshire Council subcontracts provision of Adult Skills Fund (ASF) adult learning to provide wider access to learning opportunities for adults in the community, outside of the Council's own direct offer. Subcontracting enables the Council to respond to local need by working in partnership with specialist local providers to identify learning and skills gaps and develop an effective learning offer.

This model adds value, generating pound plus through the support of local charitable, voluntary and community organisations and their resources.

The Subcontracting Management Plan documents the steps taken to ensure robust subcontracting that achieves good learner outcomes and the best use of the ASF in West Berkshire.

2. Setting of the Community Learning Team subcontracting budget

Around March each year West Berkshire Council receives notification from the Education and Skills Funding Authority of the ASF allocation for the following academic year. This is based on previous years' allocation against year end outturn and any adjustments for reconciliation.

The ASF allocation is made up of two funding streams:

- a. Funding for Tailored Learning
- b. Funding for Adult Skills

Funding 2024-25 (forecast)	
AEB allocation – Tailored Learning (a)	£401,150
AEB allocation – Adult Skills (b)	£79,717
Total AEB budget	£480,867

The Community Learning lead will determine forecast team costs (referred to as *overall service costs*) for the academic year, based on previous years' costs and typically using March (p12) actuals and the Accountancy budget build (Resourcelink) estimates.

This cost is removed from the total ASF budget, with the balance available for commissioning adult learning in the district.

These costs support the running of the Community Learning Team and all associated costs. These include, but are not limited to:

- Staff salary costs
- Staff National Insurance contributions
- Staff Pension contributions
- Service Apprenticeship Levy contributions
- Staff work from home and other allowances (eg. First Aider)
- Staff expenses
- Staff telephony, IT and all consumables
- Contributions to central services (HR, Legal etc.)

The budget for commissioning adult learning in the district is therefore:

ASF Budget – (minus) overall service costs = (equal) Commissioning Budget

3. Level of funding retained

West Berkshire Council retains a level of funding from the ASF to support the improvement of community learning and skills locally.

The Community Learning Service leads on, administers, manages and quality assures subcontracted provision, benchmarking against other local authorities.

A level of 12% is retained for commissioned accredited learning (referred to as other learning programme funding or Adult Skills funding by the ESFA) as a contract management fee. The fee retained amounts to no more than the area cost uplift applied to the unweighted base rate of ESFA approved qualifications as listed on the [Hub](#)

When agreeing subcontracted levels, the Community Learning Service will convert the 12% retained amount to a day rate of the Community Learning Team plus indirect costs as below:

The Community Learning Team has four staff members: Manager, Principal Officer, Officer and Data/Finance/Systems Officer. Costs have taken team time needed to planning, developing strategic direction, mandatory training, staff management, prepare reports, briefing Members, collect, cleanse and submit data, procurement, contracting, administration, observations of teaching and learning, financial management etc. The current day cost of the team is **£969.77**.

40% indirect costs are added to this to cover premises, recruitment, HR, accountancy, audit, cleaning, telephones, utilities (as per ESF rules).

With indirect costs added, the day rate is £1,357.68. As an example, £1,200 retained funding on a £10,000 contract would equate to 0.88 days, or 6.6 hours of team contract management support. However, we do **not** limit the support to providers in this way and this is simply a guide.

Funding table 2024-25	
ASF allocation – Tailored Learning	£401,150
ASF allocation – Adult Skills	£79,717
Total ASF budget	£480,867
Funding subcontracted (forecast internal/external delivery)	£217,059
*Funding retained (overall service costs)	£263,808
Total funding allocated for all delivery and service costs	£480,867
Funding retained from ESFA adult skills allocation towards management of adult skills subcontracting programme**	£9,566.04

Commissioned Community Learning (non-accredited) is funded under a grant arrangement and is **not** subject to the same 12% contract management fee.

4.1 Allocation of Subcontracted Funding

Funding decisions are based on a number of rationales , as detailed in the Community Learning and Skills plan.

The procurement process is open in May each year to approve funding for the following academic year. There are two procurement routes providers can follow depending on quality and experience: 1) Direct Procurement and 2) Open Procurement

4.1 Direct Procurement

The Community Learning Team directly procures the majority of its provision with established local providers who have a proven record of good quality delivery, without the need to go to tender. Providers are requested to submit a course plan showing target groups, needs addressed, potential impact, course plan and costings.

Due to its minimum risk, direct procurement is on a spot purchase basis to support a flexible approach that can respond to need.

All established provider plans are submitted to the Community Education Fund Panel and are subject to the annual due diligence process to ensure providers continue to be low risk and quality of provision is good.

4.2 Open Procurement

An amount of funding is reserved to go out to open tender via a Community Education Fund to encourage and support new and innovative proposals. These proposals are typically for less than £10,000. Proposals are assessed by the Community Education Fund panel as described below.

The Community Learning Team uses the fund, its experience and expertise to support small providers to enter the market and build capacity. All providers are subject to a due diligence process and only contracted with **if their risk is low and their quality high.**

4.3 Community Education Fund (CEF) Panel

All proposals are submitted to the CEF Panel which can include representatives from Community Learning, Public Health, Economic Development, Adult Social Care, Children's Services, Early Years and the Community Learning Partnership.

Through this process the Community Learning Team is able to procure provision that targets key vulnerable groups and delivers low risk, high value for money solutions that support local providers and address local needs and Council priorities.

The CEF Panel reviews all plans to ensure they offer value for money, address local priorities, avoid duplication and identify joint working and shared funding opportunities. All bids are assessed against the following criteria resulting in a combined, moderated score for each proposal:

1. Programme Overview
2. Priority groups
3. Identification of local need
4. Working with other organisations
5. Course Delivery Plan
6. Delivering personalised learning
7. Staff Qualifications
8. Value for money

Funding requests typically outstrip available funding and additional consideration is given to designing a balanced programme that offers a broad curriculum offer at a variety of levels to support those most disadvantaged across the whole district. This can result in funding approval for part of a programme eg. to offer funding for 2 instances of a course rather than the 4 requested.

Some courses are not allocated funding because they were judged to either not meet the necessary learning element of the funding (e.g. appeared to be clubs where clients meet to share similar interests but are not necessarily actually learning anything new), or because they failed to meet one of the other requirements of the funding (e.g. courses that either the learner or employer should pay for or there is the potential of other available funding).

Funding allocated must be within the Commissioning Budget, as above (2).

4.4 Panel Decision

Following the CEF Panel, one of three decisions are made:

- a. Funding requested is granted
- b. Funding requested is not granted
- c. Funding is granted, at an amount different to that requested.

Providers are contacted via email with the outcome decision. Those who are granted funding are requested to respond to accept or decline the funding granted.

4. Due Diligence

All successful providers are subject to an annual due diligence process before contracts are raised and delivery begins. This process is completed in the August and involves the following checks:

- 1 Date and result of last Ofsted Inspection (if relevant)
- 2 UKRLP number
- 3 Date of Matrix accreditation (if relevant)
- 4 Receipt of bank details/new supplier requirements
- 5 Required Public and Employer Liability insurance in place
- 6 Credit score
- 7 Signed Direct Procurement form received (includes company information, trustees and conflict of interest).
- 8 Updated policies: Safeguarding, Equalities, Health & Safety
- 9 Tutor details (qualifications, CPD, DBS number/date) – held on Central Record
- 10 Contract meeting date
- 11 PO number covering agreed allocation

All due diligence checks are recorded on the Subcontractor Tracking Report

5. Contracts

Contracts are produced in consultation with Legal Services. Depending on the allocation the contract type can vary between a short contract letter for smaller allocations, variations or extensions of contracts previously awarded for continuation of the same provision or longer contracts that mirror the ESFA ASF contract held with West Berkshire. Each contract includes a named contract manager for that provider.

All contracts will include the full range of Annexes as well as the provider Toolkit, and access to the digital enrolment and learner feedback forms. These documents are needed to allow the subcontractor to meet obligations and requirements and ensure a quality and consistent approach to learning delivery.

6. Signing and storage of contracts/agreements

Providers are requested to sign and return all contract documentation. These will be retained by West Berkshire Council in the dedicated folder on the I: Drive, and/or with Legal Service, if required.

7. Monitoring of subcontractors and subcontracted provision

All subcontracted provision is monitored by the Community Learning Team. In addition to the due diligence checks (item 5) there are regular meetings and communication to ensure courses are delivered in line with the agreed framework, Council priorities, the Ofsted framework and ESFA funding rules. All meetings have agendas and minutes in place.

Each tutor is observed at least once a year by the community learning team with a strong emphasis on the quality of teaching and learning. Observations are supported by a range of CPD opportunities through the annual Tutor Forum, funding of professional training and

invites to industry workshops and webinars. In addition to teaching skills tutors are required to regularly update their adult safeguarding and PREVENT training through industry specific on-line provision. All training is recorded and monitored via the Tutor Central Record.

For each course the providers must ensure the following documents are submitted:

1. Course Outlines
2. Learner enrolments
3. Registers
4. Learner Feedback
5. End of Course Report

The payment of funding is linked to the delivery of the above documentation based on the following:

1. 30% paid on receipt of the course outline
2. 30% paid on receipt of learner enrolment forms
3. 40% paid on receipt of registers and final documentation.

There are occasionally exceptions made with smaller providers receiving 50% on receipt of the course outline to support cash flow and larger providers receiving payment on completion of course and submission of all paperwork. To support fast payment the smaller providers are added to the Council's quick payment system (1 week turnaround).

The community learning team works with providers to ensure funding is available to deliver the agreed programme. At no time is the full allocation paid before the start of the agreed programme.

8. Additional Subcontractor Support

The CL team provide a number of opportunities to support subcontractors in the development and delivery of services.

In addition to the annual Tutor Forum and CPD opportunities outlined above (8) subcontractors are encouraged to contribute and participate in the following:

1. Annual Learner Achievement Awards
2. Making It Happen newsletter (x2/year)
3. West Berkshire Community Learning Partnership (termly)
4. Promotion of courses on Council social media, across the Partnership and with Berkshire Opportunities
5. Regular sector updates, government consultations, local initiatives

9. Data Requirements

There is a dedicated Data and Finance Officer (DFO) based within the community learning team responsible for all ESFA data requirements.

The community learning course outlines, enrolment forms and attendance registers feed into the dedicated LearnerTrack MIS system.

In line with ESFA requirements the DFO produces regular returns to the ESFA to report on ASF funded provision. In addition the system provides analysis across the provision that is used to monitor provider performance, identify areas of concern and support future planning.

10. Community Learning Team

All contracts will be contract managed by named managers and officers from within West Berkshire Council Community Learning team, who have a clearly defined role to contract manage. Each team member is experienced in contract management within the community learning sector. The Principal Community Learning Officer and Community Learning Officer also have strong knowledge of the local community, the needs of residents and strong links with local post 19 providers.

The Post-16 Adviser is the Community Learning Lead with responsibility for the ESFA contract and is the community learning budget (cost centre) manager. Responsibilities includes the driving of the Community Learning contract management performance and representing the service at senior management level which includes the Procurement Board and Corporate Board and quarterly reports to the Elected Member with Portfolio ownership for education.

The Post-16 Adviser (Adult and Community Learning Lead) also reports to the the Community Learning Scrutiny Group (the relevant senior level governance structure) on all aspects of the service including contract management and performance.

11. Communication of Contract Management Plan

This plan is communicated to current and potential subcontractors by being made available on the Council's website on the *Working with Community Learning* page: <https://www.westberks.gov.uk/community-education-fund>

Current and potential subcontractors can discuss the plan with the Community Learning Team by contacting them at email acsteam@westberks.gov.uk or 01635 519060.

12. Review of Plan

This plan will be reviewed annually. If significant or substantial changes are made to ESFA funding or guidance or there are other central or local government changes that may affect it, the policy will be amended in year as necessary.

Head of Education Services

Annex 1: ESFA Subcontracting Funding Rules

The Community Learning procurement and contract management process reflects the [ESFA sub-contracting Funding Rules for ESFA funded post-16 funding 2024-25](#)

West Berkshire Council specific support for subcontractors at 11.1 onwards.

2.1: West Berkshire Council has a sound rationale for subcontracting which enhances the quality of the learner offer. The decision to subcontract is not motivated by financial gain. The educational rationale for subcontracting is clear and meets one or more of the following aims:

2.1.1: Enhances the opportunities available to learners.

2.1.2: Fills gaps in niche or expert provision or provide better access to facilities.

2.1.3: Supports better geographical access for learners.

2.1.4: Supports an entry point for disadvantaged groups.

2.1.5: Supports individuals who share protected characteristics, where there might otherwise be gaps.

2.2: West Berkshire Council has set out the full range of fees retained and charges that apply. This includes:

2.2.1: Funding retained for quality assurance and oversight.

2.2.2: Funding retained for administrative functions such as data returns.

2.2.3: Funding retained for mandatory training delivered to subcontractor staff.

2.2.4: Clawback for under delivery or other reasons.

2.2.5: West Berkshire Council will determine that each cost claimed by a subcontractor is reasonable and proportionate to the delivery of their teaching or learning and contributes to delivering high quality learning.

2.3: Our body or board of directors and our accounting officer (senior responsible person) has agreed our policy for delivery subcontracting.

2.4: The Department reserves the right to require an explanation if the funding we have retained as our management fee for a subcontract exceeds 20% of the overall contract but offers little value.

2.5: These policies, including the rationale, are reviewed ahead of each funding year, and signed off by those charged with overall responsibility for our organisation in your governance structure. Once reviewed, the updated policy is published by 31 October each year.

2.6: We only use subcontractors for delivery of the provision if:

2.6.1: We have staff with the knowledge, skills, and experience within our organisation to successfully select subcontractors in line with the requirements of these funding rules and

our contract with the department, and contract with and actively manage our subcontractors.

2.6.2: Those charged with governance/board of directors and our accounting officer (senior responsible person) determine the subcontractors as being of high quality and low risk to public funds.

2.6.3: We have robust procedures in place to ensure subcontracting does not lead to the inadvertent funding of extremist organisations.

Selection and procurement of our subcontractors

3.1: In accordance with our contract/agreement with the Department we will notify enquiries.ESFA@education.gov.uk about any circumstances which might lead to an actual or perceived conflict of interest. For example, where our organisation and our proposed subcontractor have directors or beneficial owners in common. We will:

3.1.1: Not award the contract without written permission.

3.1.2: Keep as evidence both any request and any reply.

3.2: Not subcontract, without written permission from the Department, to any institution or organisation which is not permitted to recruit 16 to 18 year old students and/or 19 to 25 year old high needs students (HNS), for example an 11 to 16 school.

3.3: Ensure that we comply with current and relevant procurement regulations.

We will comply with the Public Contracts Regulations 2015 (“the 2015 Regulations”). We will ensure that we select our subcontractor(s) fairly, transparently and without discrimination and that we ensure that potential subcontractors have sufficient capacity, quality and business standing to deliver the provision that is being subcontracted.

3.4: We will comply with the provisions of the 2015 Regulations when selecting and awarding service delivery to a subcontractor.

Due diligence requirements

4.1: We will carry out our own thorough due diligence checks when appointing delivery subcontractors and ensure that we continue to undertake and review these checks on an annual/ongoing basis with each of our delivery subcontractors. As a minimum, we will undertake the checks identified in the following paragraphs.

4.1.1 We will review the circumstances and criteria in the policy for funding higher risk organisations and subcontractors (hereafter referred to as “funding higher risk organisations policy”) in which the Department would consider a provider (including subcontractors) to be a high-risk provider and as a result will not consider funding or agree applications and/or bids for funding from them.

4.1.2: Due diligence checks on subcontractors will apply the criteria in the funding higher risk organisations policy setting out when a provider is high risk and therefore not eligible to be appointed as a subcontractor.

4.1.3: Our contract with any subcontractors will enable us to take appropriate action in line with the funding higher risk organisations policy, not only if our organisation deems it is necessary, but also where the Department requires us to take appropriate action.

4.1.4: We will also ensure any subcontractor has the financial ability to deliver the requirements of the subcontract. This information provides help for us to undertake a financial assessment of the subcontractor. We will not contract with brand new companies who are yet to submit their first statutory accounts, unless they are able to thoroughly verify the new company's financial capability.

4.1.5: We will consider the subcontractors' credit rating. Where this is above average, we will assure ourselves that the subcontractor is available to deliver the needs to the contract, and you are able to manage the risks.

4.2: We will not award or renew a subcontract to any organisation if:

4.2.1: It has passed a resolution (or the court has made an order) to wind up or liquidate the company, or administrators have been appointed or its statutory accounts are overdue.

4.2.2: If a subcontractor does not meet, or continue to meet, the minimum due diligence and financial health checks required (paragraph 4.1 to 4.21 above), we will suspend the right of the subcontractor to recruit new learners. Depending on the circumstances we may be required by the Department to terminate the subcontract if we have not already done so.

4.3: We will refer to the List of Declared Subcontractors to determine if a subcontractor that you intend to use or are using already holds subcontracts with other organisations.

4.4: We will comply where there is a referral to Ofsted for a direct inspection of a subcontractor that we contract with, which the Department reserve the right to do when the aggregate provision held by a single subcontractor is over £3 million.

4.5: We will comply where the Department determine the level of exposure with a subcontractor we contract with is too high and the Department require us to reduce the value/volume. The oversight from us as the lead provider and the quality of subcontracted learner outcomes will be used to determine this.

Entering into a subcontract

5.1: We will not make artificial distinctions or put in place convoluted delivery arrangements in order to avoid the application of these rules. For example, describing the arrangement as a partnership or collaborative arrangement.

5.3: We will not enter into any agreement for brokerage.

5.4: We will only award subcontracts for delivery of funded provision to legal entities. If the legal entity is a registered company, it must be recorded as 'active' on the Companies House database. Subcontractors must register on the UK Register of Learning Providers (UKRLP) and hold a valid UK Provider Reference Number (UKPRN) to be eligible to receive funding from us, either directly or through a subcontracting arrangement.

5.5: We will not subcontract funding to a second level of subcontractor.

5.6: We will make sure that learners supported through subcontracting arrangements know about us and our subcontractors' roles and responsibilities in providing the learning.

Terms that must be included in contracts with subcontractors

7.1: We will put in place a legally binding written subcontracting agreement with the subcontractor before the subcontractor starts delivery of any subcontracted provision, which will cover the following points:

7.1.1: A list of all services our organisation will provide to them and the associated costs for doing so. This will include:

- A list of individually itemised, specific costs that we will charge for managing the subcontractor and how these are reasonable and proportionate to the delivery of subcontracted provision.
- Specific costs for quality monitoring activities and specific costs for any other support activities offered by us to the subcontractor and how these contribute to the delivery of high-quality learning.
- Reference to our delivery subcontracting policy, including our rationale for subcontracting and where it can be found on our website.

7.1.2: A requirement for the subcontractor to give the Department, and any other person nominated in writing by the Department, access to its premises and to all documents related to their subcontracted delivery.

7.1.3: A requirement for the subcontractor to provide you with ILR data so that our data returns to the department accurately reflect our subcontractor's delivery information.

7.1.4: A requirement for the subcontractor to provide us with sufficient evidence to allow us to assess its performance against Ofsted's common inspection framework, incorporate the evidence it provides us with into our self-assessment report and guide the judgements and grades within our self assessment report.

7.1.5: A requirement for the subcontractor to always have suitably qualified staff available to provide the education and training funded by the department.

7.1.6: A requirement for the subcontractor to co-operate with us if the subcontract ends for any reason to make sure that there is continuity of learning.

7.1.7: A requirement for the subcontractor to tell us if evidence of irregular financial or delivery issues arise. This could include, but is not limited to, nondelivery of training when funds have been paid; sanctions imposed by an awarding organisation; allegations of fraud; an inadequate Ofsted grade; allegations or complaints by learners, staff members, or other relevant parties.

7.1.8: A requirement for the subcontractor not to use funding to make bids for, or claims from, any European funding on its own behalf or on behalf of the Department. The subcontractor will be bound by clauses from our contract being included in the subcontract, even if the provision being subcontracted is not funded by the ESF.

7.1.9: A requirement for the subcontractor to comply with the requirements set out in these funding rules.

7.1.10: Provisions that enable us to terminate the subcontract should our subcontractor fail to meet the required due diligence or financial health requirements/standards.

7.1.11: A requirement for our subcontractor to inform us of any changes which impact its ability to meet the due diligence or financial health/require standards required and that our organisation may as a result be required to terminate the subcontract with them.

7.2: We take our own legal advice about how best to incorporate these provisions and wider terms and conditions in our subcontracts.

Monitoring of our subcontractors and subcontracted provision (general)

8.1: We are responsible for the actions of our subcontractors connected to, or arising out of, the delivery of the services, which we subcontract. If our subcontractor fails to deliver, we will be responsible for making alternative arrangements for the delivery of education and training, protecting the audit trail, and/or repaying the Department.

8.2: We will manage and monitor all our subcontractors to ensure that high-quality delivery is taking place that meets the requirements of the contract we have entered into with the department for the provision of funded delivery (which includes compliance with funding rules). We will ensure safeguarding is rigorously policed.

8.3: It is not acceptable for any staff with a direct or indirect financial interest in the subcontractor to undertake any management control activities This includes signing time sheets or invoices, as well as organising and/or carrying out monitoring activity or visits to check the subcontractor delivery.

8.4: We will carry out a regular and substantial programme of quality assurance checks on the education and training provided by subcontractors including spot checks and face to face interviews with staff and learners. The programme will:

8.4.1: Include verifying that learners exist and meet the eligibility criteria for funding.

8.4.2: Involve direct observation of initial guidance, assessment and delivery of learning programmes, training and/or direct observation of assessment.

8.5: The findings of our assurance checks will be consistent with our expectations and the subcontractor's records.

8.6: The Prevent duty applies to subcontracted provision. It requires providers to have due regard to the need to prevent people from being drawn into terrorism. All further education providers must comply with relevant legislation and any statutory responsibilities associated with the delivery of education and safeguarding of learners, and this includes learners receiving provision under a subcontracting arrangement.

Subcontracting reporting and external audit requirements

9.1: We will record subcontracted provision in line with the published guidance for the school census and the ILR data returns.

9.2: Where we return ILR data, in accordance with our funding agreement (s) we will submit a fully completed subcontractor declaration twice during the academic year. Our first declaration will be made by 31 October, this should be your forecasted subcontracting arrangements for the 2024 to 2025 academic year. Our second declaration will be made by 30 June, this will confirm our total subcontracting arrangements for the 2024 to 2025 academic year.

9.3: We will update our subcontractor declaration if our subcontracting arrangements change during the year.

9.4: In accordance with our funding agreement(s), we will meet the ESFA subcontracting standard as detailed in the subcontracting standard guidance, if the aggregate total of all subcontractors delivering provision on our behalf exceeds, or is anticipated to exceed, £100,000 in any single funding year. Whilst otherwise excluded from these rules, for the purposes of calculation of aggregate total of subcontractor delivery us must include delivery of apprenticeships.

9.5: Where the subcontracting standard applies, we will send a copy of the external auditor's final report including the action plan of agreed recommendations and assurance declaration via ESFA Document Exchange by 31 July.

9.6: If the Department does not receive the auditor's report on the subcontracting standard by 31 July, us as the lead provider will be deemed as non-compliant and funding may be affected/delayed.

Monitoring of our subcontractors and subcontracted provision

10.2: In addition to the measures detailed in 7.1 of these funding rules and our funding agreement, we will monitor our subcontractors to ensure that learners have full access to free funded education and training, including (but not limited to) information about learner support funding, information advice and guidance (IAG) and access to learning support if required.

Controls over learners, tutors, and provision

10.3: We will demonstrate that we exercise all the following key controls:

10.3.1: enrol or reject learners as we would do if the learners were to be taught on our own site.

10.3.2: Learners sign a learning agreement at the time of enrolment; the agreement must reflect the outcome of initial guidance and assessment for an individual learner and set out their study programme and any learning support to be provided.

10.3.3: Learners' eligibility for funding is confirmed through an enrolment form and/or learning agreement, which includes our name and our logo and which is signed by the learner at the start of their programme.

10.3.4: A learning programme and its means of delivery will be clearly specified by us.

10.3.5: There are arrangements for assessing the progress of individual learners.

10.3.6: There are procedures for us to regularly monitor the delivery of programmes provided in our name throughout the period of the programme.

Subcontractors with contracts with multiple institutions

10.4.1: We will establish whether any of our subcontractors work with other lead providers.

10.4.2: We will make sure that we are the only provider that is claiming funding for the learners that we claim funding for. Learners must not be enrolled at more than one lead provider.

10.4.3: As the lead provider, we will claim all the funding for a funded learner. When a learner is attending different lead providers for different components of their programme of study, the lead provider must record all these components and indicate on the ILR or school census which elements are delivered via a subcontracting arrangement.

10.4.4: All individual learners will have the correct unique learner number recorded.

Distance subcontracted delivery

10.5.1: Only in exceptional circumstances will we make subcontracting arrangements for delivery outside our normal recruitment area. ('normal recruitment area' is defined in the funding regulations guidance).

10.5.2 We will seek approval to continue with, or embark on, new arrangements for distance subcontracting.

10.5.3: Where we do enter into distance subcontracting relationships, we will exercise the same level of management controls and safeguarding of learners and assure ourselves we still meet all necessary rules.

Contract management of all subcontracted external and internal delivery will include:

West Berkshire Council will support our subcontractors in the following ways:

11.1 Funding will be confirmed before the start of each academic year and an individual Purchase Order Number issued to each partner

11.2 Have an annual contract review meeting

11.3 Provide additional support meetings as requested or required

11.4 Hold three Provider Meetings across the academic year where the provider network (Community Learning Partnership) will come together to share good practice, raise issues or concerns and hear important service updates and information. These will be managed and chaired by the Service

11.5 Confirm allocation and the payment process

11.6 Provide Policies and Procedures guidance including Prevent and Safeguarding Support

11.7 Provide advice on Government policy

11.8 Provide a full suite of course paperwork and support and training as required for tutors and managers in ensuring accurate completion

11.9 Provide a full tutor pack containing templates of all required paperwork and training, if required, on their completion.

Financial Support

11.10 Funding will be confirmed before the start of each academic year and an individual Purchase Order Number issued to each partner

11.11 Returns of paperwork will be made in line of the course start and end dates in order to claim funding three times over the course duration or academic year

- 11.12 After all paperwork has been processed, subcontractors will be informed of the invoice amount
- 11.13 Invoices must be sent to Customer Services - Exchequer, West Berkshire Council, Council Offices, Market Street, Newbury, RG14 5LD Berkshire.
- 11.14 Payment will be issued by BACS 30 days after receipt of invoice
- 11.15 Specific financial advice will be provided in relation to West Berkshire Council processes, ASF funding rules and other ESFA finance policy
- 11.16 Additional financial support for learner support is available on a case by case basis as determined by the needs of the learner

Data input, monitoring and analysis support

- 11.17 Each subcontractor will receive support for both data entry and data analysis:
- 11.18 Provision of online enrolment forms to enable learners to be enrolled onto courses
- 11.19 All learner enrolment and course data will be input by the service, unless directly input by the subcontractor
- 11.20 Any errors or missing data will be notified to the subcontractor for follow up
- 11.21 Additions and corrections will be completed by the service on the subcontractor's behalf on receipt of correct data
- 11.22 The ILR file will be created and submitted to the ESFA as required
- 11.23 All in-year data returns will be completed and submitted on the subcontractor's behalf
- 11.24 Learner and tutor feedback will be collected and input for each subcontractor as applicable
- 11.25 Individual and overall service targets will be shared with subcontractors including regular analysis of delivery against target as part of the contract review process.

Publicity and Marketing Support

- 11.26 Each subcontractor will receive marketing and communications support:
- 11.27 Courses promoted on social media, and other platforms
- 11.28 Appropriate courses advertised via Berkshire Opportunities
- 11.29 All subcontractors will be invited to take part in annual Adult Learner Achievement Awards event to promote and celebrate adult learning in the district.

Additional Support

- 11.30 Each subcontractor will receive additional support:
- 11.31 All data input and data quality control to ensure ILR and data uploads meets ESFA requirements

- 11.32 Support from the Service to manage the contract and associated support to ensure all ESFA requirements are met
- 11.33 One to one support for teaching, management and administrative staff as requested or identified; this is particularly relevant for new subcontractors
- 11.34 Support to identify strategic and funding opportunities within and outside West Berkshire
- 11.35 Delivery support is available equally to all providers. Greater support is available for new and inexperienced subcontractors, or where existing subcontractors have staff changes, as required.
- 11.36 Managers and officers within the Community Learning team will work closely with subcontractors on a regular basis to ensure the provision goes to plan.
- 11.37 Managers and officers within the Community Learning team will have the autonomy to do this using their previous skills, knowledge and expertise. Senior colleagues are readily available to support and assist as necessary.
- 11.38 Managers and officers within the Community Learning team will collect regular information to monitor subcontractor performance around:
- 11.39 Course starting dates against planned starting dates
- 11.40 Initial learner enrolment, and regular attendance throughout the provision
- 11.41 Progress of learning throughout the provision, to include, but limited to, observations of teaching and learning at appropriate points, talking to both the tutor and learners, reviewing progression paperwork, including ILPs and RARPA compliance, reviewing learner progress surveys, intended destination surveys, satisfaction surveys and any other form of feedback that will help contract management and future planning.
- 11.42 Follow the Complaints Policy against *any* complaint, notifying senior colleagues at all stages to ensure mitigation and resolution.
- 11.43 Ensuring all safeguarding practices and processes are followed at *every* point, including any concerns that are raised by any learner, parent/carer, staff member or other wider colleague(s).
- 11.44 Payments, following the payments scheduling, supporting the Finance Officer to ensure timely Purchase Orders, invoices, processing and payments.
- 11.45 Gathering all required learner data in a robust and timely manner to enable accurate and timely ILR uploads in line with the upload schedule.
- 11.46 On completion of the learning provision, gathering all required documentation, including learner and staff surveys.
- 11.47 Evaluate performance against proposed plans, using management information to monitor performance against overall performance and wider West Berkshire Council key performance indicators such as employment status, ethnicity, disability, area of deprivation, age etc.

11.48 Providing input in to reports for Senior Leaders, Council Members and Members of the Community Learning Scrutiny Group.

11.49 Encourage nominations for the annual Learner Achievement Awards, and support as needed.

11.50 Gather good news stories, and photos, to be included in the Making it Happen newsletter.

Glossary

Adult Skills Fund

Where we reference the Adult Skills Fund (ASF) this is for learners resident in nondevolved areas, such as West Berkshire.

Brokerage

Means the provision by a third party of services, for a fee, to source subcontractors to provide the services on behalf of the contractor.

Department

Means the Secretary of State for Education acting through the Department for Education and/or Education and Skills Funding Agency (ESFA).

Distance subcontracted delivery

Means where the delivery location of the subcontractor is outside our normal recruitment area.

Exemption case

Means the case submitted by the lead provider to the Department in accordance with paragraphs 6.2 to 6.4 of the subcontracting funding rules for permission to exceed the subcontracting threshold.

Funding year

Means a period of 12 months starting on 1 August and ending on 31 July.

Learners

Means any third party including any student, apprentice (under an apprenticeship), trainee or similar to whom the college is required to deliver any of the services.

List of declared subcontractors

Means the register of subcontractors that hold contracts worth at least £100,000 in aggregate with one or more funded providers of post-16 education and training services, including apprenticeships and traineeships.

Prevent

Means the Prevent strategy, published by the government in 2011, which is part of our overall strategy to reduce the threat to the UK from terrorism by stopping people becoming

terrorists or supporting terrorism. In the Act, this has simply been expressed as the need to “prevent people from being drawn into terrorism.” Further details are available on GOV.UK.

Subcontractor

A separate legal entity or an individual (not an employee) that has an agreement (called a subcontract) with us to deliver any element of the education and training funded by the Department. A separate legal entity includes, but is not limited to, companies in our group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under our direct management and control in the same way as our own employees. This does not include relationships between us as the lead provider and other third parties providing services such as marketing.

Subcontract

An agreement entered into between a lead provider and a subcontractor.

Subcontracting

Any delivery to a learner’s programme of learning by a separate legal entity. It does not matter if this is by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service.

Subcontracting threshold

25 % of the learners in each funding stream under an agreement in any given funding year.

Those charged with governance

Those with responsibility for overseeing the strategic direction of the provider and obligations related to the accountability of the provider. This includes overseeing the financial reporting process. For West Berkshire Council, this is our Adult and Community Learning Scrutiny Group.

Neil Goddard - Service Director Education and SEND