

## **SCHEDULE 1: SPECIFICATION & MONITORING**

### **16-18-YEAR-OLD TRAINEESHIPS SPECIFICATION**

#### **Definitions**

<b>“16-19 Bursary Funding Guidance”</b>	Means <a href="https://www.gov.uk/guidance/16-to-19-bursary-fund-guide-2020-to-2021-academic-year">https://www.gov.uk/guidance/16-to-19-bursary-fund-guide-2020-to-2021-academic-year</a>
<b>“English and Maths Conditions of Funding”</b>	Means <a href="https://www.gov.uk/guidance/16-to-19-funding-maths-and-english-condition-of-funding">https://www.gov.uk/guidance/16-to-19-funding-maths-and-english-condition-of-funding</a>
<b>“ESFA AEB Funding Rules”</b>	Means <a href="https://www.gov.uk/guidance/adult-education-budget-aeb-funding-rules-2020-to-2021">https://www.gov.uk/guidance/adult-education-budget-aeb-funding-rules-2020-to-2021</a>
<b>“Funding Rates and Formula Rules”</b>	Means <a href="https://www.gov.uk/government/publications/adult-education-budget-aeb-funding-rates-and-formula-2020-to-2021">https://www.gov.uk/government/publications/adult-education-budget-aeb-funding-rates-and-formula-2020-to-2021</a>
<b>“Learning Aims Reference Service”</b>	Means <a href="https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx">https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx</a>
<b>“matrix Standard”</b>	Means <a href="https://matrixstandard.com/">https://matrixstandard.com/</a>
<b>“Provision”</b>	Means general, technical, and non-regulated learning as defined in the ESFA AEB Funding Rules and associated documents.
<b>“Qualifications”</b>	Means either those from the Regulated Qualifications Framework (“RQF”) or an Access to Higher Education Diploma recognised and regulated by the Quality Assurance Agency (“QAA”).

#### **Summary of Service**

1. 16-18 Traineeships are a national programme which form an important part of supporting young people who have not previously obtained a Level 3 Qualification into apprenticeships, employment and further learning.

2. 16-18 Traineeships can include non-regulated learning but this must be a learning aim categorised as “Work Preparation-SFA traineeships” on the Learning Aims Reference Service.
3. 16-18 Traineeships supports delivery of:
  - a. three mandatory elements to full funding for eligible Learners:
    - i. work preparation training;
    - ii. work-placement (for 16-18-year olds, the work placement must form the most substantial element of the programme); and
    - iii. English, maths or ESOL, where necessary (including having regard to the English and Maths Conditions of Funding).
  - b. The Contractor can also offer a flexible element as set out in the ESFA AEB Funding Rules.
4. Funding is for the 2020 to 2021 academic year.
5. The legal basis for this Service is Section 14 Education Act 2002.

### **Service Commencement and Duration**

6. 16-18 Traineeships Services Start Date: 1<sup>st</sup> August 2020.
7. 16-18 Traineeships Expiry Date: 31<sup>st</sup> October 2021 (for final data submission).

### **Service Requirements**

#### Recruitment

8. The Contractor shall recruit eligible Learners onto this service from the Services Start Date until 31<sup>st</sup> July 2021.
9. The recruitment will comply with the ESFA AEB Funding Rules.
10. Subject to budget availability funding for Learners that were taken on before 31<sup>st</sup> July 2021 but with a qualification end date after 31<sup>st</sup> July 2021 will be made available in a subsequent agreement.

#### Outputs

11. The Contractor will deliver the eligible Provision from the Learning Aims Reference Service as set out in the ESFA AEB Funding Rules and, where appropriate, to the requirements set by the Awarding Organisations between 1<sup>st</sup> August 2020 and 31<sup>st</sup> July 2021.

12. All qualifications must be approved on the Learning Aims Reference Service for 16-18 funding in the 2020 to 2021 Funding Year.
13. The work placement, work preparation and flexible elements must be completed between 6 weeks and 6 months.
14. The Contractor will take steps to ensure as many Learners as possible obtain a recognised outcome as defined in the ESFA AEB Funding Rules. The Department will monitor the outcome rate.
15. The Contractor will take steps to ensure they use the allocated funding in the Funding Year.
16. The Contractor will maintain evidence of the delivery of the Service as set out in the ESFA AEB Funding Rules.
17. The Contractor must provide high quality and easily accessible information and advice in helping individuals to understand the opportunities and support available to them about education, training or connected matters (including employment);
  - a. Where one of the main objectives of the Provision to be provided under this Contract is to deliver information and advice, the Contractor will have to have or attain the matrix Standard accreditation within the Funding Year; and
  - b. If the information and advice is embedded as part of the delivery of the Provision the Contractor must work towards achieving the matrix Standard accreditation within the Funding Year.
  - c. Where the Provision is delivered by a sub-contractor on behalf of the Contractor, the requirements set out in sub-paragraphs 16.a and 16.b must be applied to the sub-contractor. This does not apply where the Contractor retains responsibility for the delivery of information and advice to the Learners.
  - d. Once achieved, matrix Standard accreditation is valid for three years. The Contractor must continue to demonstrate their continuous improvement via annual continuous improvement checks with the matrix Standard assessor.
18. The Contractor will support eligible Learners as set out in the 16-19 Bursary Funding Guidance.
19. The Contractor must respond to the priorities set by local commissioners and other stakeholders, for example, Local Enterprise Partnerships and their Skills Advisory Panels.
20. In delivering the Provision, the Contractor will comply with the ESFA AEB Funding Rules.
21. The Contractor must deliver the Provision in England only.

22. The Contractor will deliver the Service in a way that ensures:
- a. Value for money;
  - b. The protection of public funds;
  - c. The effective delivery of a high-quality service for Learners appropriate to their needs; and
  - d. Meets the public benefit test.

#### 16-18-year old Traineeships Provision Administration

23. Where the Service is continued from the 2019 to 2020 Funding Year, the Contractor must migrate data for continuing learners from the 2019 to 2020 ILR to the 2020 to 2021 ILR. The Contractor must submit this data in the first ILR data return for 2020 to 2021, as set out in Appendix B – Migration Specification of the ILR specification 2020 to 2021.
24. The Contractor will submit Learner Data to the Department to comply with Clause 23, Submission of Learner Data.
25. The Contractor must complete the Learner's qualification on or before the planned end date in the data submitted in the ILR. Where the Contractor misses this date, the Department may consider this a Minor Breach of the Contract.
26. The Contractor must keep the Department informed of any changes to their bank details.

#### The Department

27. The Department will pay for the Provision as set out in Schedule 2, 16-18-year old Traineeships Payments.
28. The Department will monitor the 16-18-year old Traineeships Provision as set out in Schedule 1B, 16-18-year old Traineeships Monitoring.
29. The Department reserves the right in its absolute discretion to reduce the funding for the Learning Programme:
- a. where the Department identifies that the Contractor is failing to deliver the value of learning of this Contract; and/or
  - b. If found to be not delivering the prior year's Service adequately when it is reported.

## **SCHEDULE 1B: MONITORING**

### **16-18-YEAR-OLD TRAINEESHIPS**

#### **Monitoring of ILR Submission**

1. The Department will monitor and review the data submitted under Clause 23 Submission of Learner Data of this Contract to ensure that payments are made in accordance with the requirements set out in “Financial Assurance: Monitoring the funding rules for apprenticeships and adult skills”.
2. The Department will publish monitoring reports via submit learner data <https://submitlearnerdatabeta.fasst.org.uk/>. The Contractor must access the monitoring reports every month and amend any errors for the next submission by taking the actions specified in the report user guide. Failure to amend the data as required will constitute a Minor Breach of Contract in accordance with Clause 39 of the Contract.
3. If served with notice of a breach, the Contractor must correct data or supply the Department with evidence within the period specified in the notice. This evidence can include digital copies of documents such as Learner files, commitment statements or employer declarations. Annotated spreadsheets or notes are not acceptable as evidence.
4. Where data is incorrect in the final data submission of the academic year the Department will recover the payments associated with the incorrect data.

#### **16-18 Traineeships Programme Funding Performance Management**

5. The Department will review the performance of the Services as set out in the ESFA AEB Funding Rules. Where the performance of the Service is below the published tolerances and thresholds, the Department will reduce the Contract Allocation in line with the ESFA AEB Funding Rules.
6. At the performance management points set out in the ESFA AEB Funding Rules, the Department may invite Contractors to submit requests for increases to its Funding. The Department will award growth in-line with the criteria set out in the ESFA AEB Funding Rules.

#### **16-18 Traineeships Programme Funding Reconciliation**

7. The Department will restrict payment under this Contract against the Financial and Funding Years set out in Schedule 2, 16-18 Traineeship Payments.
8. Where the delivery within a Financial Year fails to meet the delivery profile or where the delivery within a Financial Year would result in the overall

Contract Allocation being exceeded, the Department reserves the right at its absolute discretion to vary the Contract accordingly to balance funding and delivery in the respective years by means of a variation (i.e. “paying for capping”).

9. Reconciliation payments or recoveries may extend beyond the Contract.

## **SCHEDULE 2: PAYMENT**

### **16-18-YEAR-OLD TRAINEESHIPS**

1. The Contractor will submit ILR Learner data and the Earning Adjustment Statements monthly, as set out in Clause 23 Learner Data Submission, of the Contract.
2. Using validated ILR data, the Department will calculate the value of the Contractor's earnings for the Funding Year to-date by the method set out in the Funding Rates and Formula Rules. The Department will pay any unpaid earnings where the cumulative earnings do not exceed the Funding Year or Financial Year allocations, as set out in the Funding Agreement.
3. Under Item 5A to Group 6 of Schedule 9 of the VAT Act 1994, the supply of education or vocational training funded by the Department and the supply by the person providing that education or vocational training, of any goods or services essential to that provision, is considered to be an exempt supply for VAT purposes. The Department is generally unable to recover any Value Added Tax charged. The maximum Funding payable under this Contract, as set out in the Funding Agreement of this Schedule is inclusive of all of the costs of the Service including, but not limited to, and any other VAT or taxes to be charged, where they apply.
4. The Department will pay the Contractor on the 14<sup>th</sup> Working Day of each month.

### **Funding Agreement**

5. The following Funding Agreement sets out the funding available for this Service.