



Education & Skills
Funding Agency

Investigation Report

College of West Anglia

June 2018

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Executive Summary

1. In October 2017, the Education and Skills Funding Agency (ESFA) received allegations regarding the College of West Anglia (CoWA). The allegations were in relation to provision delivered by one of its subcontractors, GEMEG Limited (GEMEG), during the academic year 2015 to 2016 and subsequent funding received for the 16 – 19 study programme, including bursary support. The provision included work experience at Worksop Town Football Club (the Club) and Worksop Town Football Academy (the Academy)¹ and affected 19 identified students.
2. The ESFA investigated the allegations and undertook an audit visit to CoWA on 8 and 9 November 2017. The investigation found significant weaknesses in the effectiveness of management and control of GEMEG delivery leading to students receiving a poor quality service. In addition, when CoWA did identify problems with GEMEG delivery, the actions taken were ineffective.
3. The investigation identified shortcomings with GEMEG provision and reporting arrangements with CoWA such as failing to inform the college where GEMEG provision was initially delivered. Registers submitted by GEMEG to CoWA stated that training was delivered in Nottingham rather than Worksop, which meant that CoWA did not know where training was being delivered for the first six months of the programme. In addition, GEMEG did not provide sufficient evidence that they had assessed appropriately, student learning needs when students enrolled on the programme.
4. ESFA will agree an action plan with CoWA to address the significant control weaknesses identified and recommendations arising from the investigation.
5. CoWA should carry out a full review of subcontracting controls and assurance systems and processes, and provide assurance to the ESFA that these are operating effectively for all subcontracted provision. This review should include how CoWA monitor subcontractors and act on findings, as well as how subcontractors conduct enrolment, induction and initial assessment of students.
6. CoWA must not enter into further subcontracting arrangements until the review into subcontracting controls, assurance systems and processes and subsequent actions have been completed to the satisfaction of the ESFA.

¹ Worksop Town Football Academy was set up and owned by Worksop Town Football Club and provided places for 16-18 year olds to combine daily training sessions and matches with classroom studies (GEM-89)

Summary of findings

7. The findings of the audit testing and investigation of the allegations are as follows:

- CoWA failed to follow the Education Funding Agency (EFA) 2015 to 2016 sub-contracting controls regulations in relation to the subcontracting arrangements with GEMEG and did not have effective controls over the provision delivered by GEMEG (paragraphs 59)
- the CoWA quality monitoring framework did not operate effectively for the entirety of the contract with GEMEG. Only after 6 months into the programme did the college become aware that GEMEG were delivering the training at a location not previously agreed (paragraph 42)
- CoWA did not act on findings from quality monitoring visits. CoWA took no effective action when they discovered that the location used for training in Worksop (The Club) was not entirely suitable for teaching (paragraph 66)
- lack of effective monitoring and subsequent action by CoWA in respect of GEMEG provision resulted in a poor quality service and learning experience for the students (paragraph 61)
- although several students were found to be in receipt of government support, CoWA were unable to provide evidence that all students were made aware of government support available on the programme, including bursary and free meals (paragraph 47)
- CoWA held all relevant evidence to support the funding claim for the students and there are no funding implications as a result of this investigation (paragraph 23)
- CoWA provided a letter for GEMEG to distribute to students detailing the management of the programme and a contact telephone number for the senior member of staff at CoWA responsible for the programme. There is no evidence that GEMEG distributed the letter to students (paragraph 47)
- although CoWA stated that no safeguarding issues were reported to them during the period of GEMEG delivery, allegations were brought to their attention in December 2016 (6 months after the programme had finished). CoWA stated that they reviewed the information received and did not think there was anything for them to act on at that stage, but would cooperate with any investigations led by others. CoWA were unable to provide evidence that they reviewed safeguarding risks with other subcontractors to ensure that the risks and issues at GEMEG were not occurring elsewhere (paragraph 63)

- GEMEG made payments intended for the Club for services including room hire, to a bank account [REDACTED]. Based on the evidence available to ESFA, we are unable to confirm if funds paid by GEMEG, intended for the Club, [REDACTED]. The Club state that they did not receive the funds and are considering their options regarding this matter, including whether to refer the issue to the police (paragraph 72)
- CoWA were not aware of any fees or fines charged to the students by GEMEG. In addition, GEMEG state that they did not impose any fines on students for non-attendance. However, one student did confirm that they were fined for non-attendance when on holiday. The student confirmed that the Academy imposed the fine and they made the payment to [REDACTED] (paragraph 73)
- when the subcontracting arrangement ended in July 2016, all students who remained enrolled had completed the programme of study and received appropriate certification (paragraph 29)
- GEMEG failed to inform CoWA where the provision was delivered and submitted registers that stated erroneously that training was being delivered in Nottingham rather than Worksop (paragraph 54)
- GEMEG did not provide evidence that students were assessed for additional learning needs and this may have contributed to a poor quality service for the students (paragraph 61)

Background

8. CoWA is a four-campus college providing further education in Norfolk and Cambridgeshire. The college is an exempt charity regulated by the Secretary of State for Education. Ofsted visited in January 2017 and provided an overall “requires improvement” rating. The college has in excess of 3,600 full time students on its 16 – 19 study programme.
9. In 2015/16, the Education Funding Agency (EFA)² allocated £15,686,320 of funding to the college.
10. The ESFA received a number of allegations relating to non-compliance with [funding regulations](#) and non-compliance with [sub-contracting regulations 2015 to 2016](#), relating to a subcontractor delivery. The documentation referencing the allegations included 15 parliamentary questions (PQs) as well as a report and list of allegations from a Member of Parliament. The Member of Parliament also provided 223 documents in relation to the allegations. The allegations are summarised as follows:
 - initial assessment of student educational and financial needs not undertaken
 - students did not receive tuition and were not based at the location reported by CoWA
 - students who did not attend the course advised that they had passed a sports science qualification
 - students charged for equipment and fined for late or non-attendance
 - potential second level subcontracting and inadequate monitoring of subcontractor delivery by CoWA
 - no advice and guidance given to students after course collapsed
 - safeguarding concerns
 - Health and Safety concerns
 - Nottinghamshire colleges not chosen to deliver the training.

³ On the 1 April 2017, the Education Funding Agency (EFA) and the Skills Funding Agency (SFA) merged to form the Education and Skills Funding Agency (ESFA)

Objectives and scope

Objectives

11. The objective of the investigation was to establish the factual accuracy of the allegations relating to CoWA and its subsequent sub-contracting arrangements with GEMEG. In summary, this included establishing whether:

- the students enrolled at CoWA, who were undertaking 16 – 19 study programme delivered through GEMEG at the Club, met the EFA funding regulations for the funding period 2015 to 2016
- CoWA hold evidence for the funding claimed including achievement certificates
- CoWA exercised appropriate and effective controls to establish the delivery of provision to the students in question, and that the students attended the location as reported by GEMEG
- CoWA exercised appropriate and effective controls over the sub-contracting delivery by GEMEG as set out in the [EFA 2015 to 2016 sub-contracting controls](#) regulations, including requirements for safeguarding and Health and Safety
- second level subcontracting existed and if funds were directly paid to ██████████ of the Academy
- students had access to their study programme entitlements, such as additional learning support, student financial support, bursary or free meals entitlement.

Scope

12. The scope of the investigation was to review:

- the number of students claimed by CoWA and undertaking training delivered by GEMEG and the sites attended by students
- the specific arrangements for the students in attendance at the Club and two³ other sites in Nottingham where the students are reported to have attended - this included clarification of if and when students transferred between sites
- what safeguarding procedures CoWA and GEMEG had in place for this provision and whether any safeguarding allegations/complaints were received and acted upon
- the attendance of students at the Club and the two sites in Nottingham on both

³ Original information received indicated that there were two locations in Nottingham but investigations have confirmed that there was only one.

the main study programme and English and maths

- the evidence for students achieving qualifications, including both sports qualifications and English and maths, and whether students receiving qualifications attended the appropriate sessions - this included student interviews
- the evidence for students being assessed for and receiving appropriate additional learning support
- any evidence in relation to students paying fees and eligibility for free meals and student support
- whether any fines were charged to students for non-attendance or lateness for classes or practical sessions which were part of their study programme - this included student interviews
- whether the required health and safety checks on premises and activities were carried out and any action taken
- whether EFA funds intended for delivery of the educational programme were used to support the costs of the Academy activity, including how and for what purpose funding was distributed between the CoWA, GEMEG and the Academy
- whether the identified students were eligible for funding as per the EFA [funding regulations for post 16 provision 2015 to 2016 and](#) the funding guidance for young people: [2015 to 2016 sub-contracting controls](#)
- if and when CoWA terminated the contractual arrangements they had with GEMEG and for what reason(s)
- if the GEMEG contract was terminated, what support and careers advice and alternative provision (if required) was provided by CoWA
- the level and nature of management, control and monitoring of provision exercised by CoWA, including site visits.

13. Exclusions from the scope included:

- reasons why other colleges in the vicinity of the Club were not chosen to deliver training
- in relation to safeguarding, any specific allegations which have been investigated by the police
- control testing⁴ of funding received by the college outside the funding period 2015 to 2016.

⁴ Control testing refers to the operational, managerial and administrative processes in place to manage effectively the EFA regulations associated with the funding.

Investigation methodology

14. Following receipt of the allegations, the ESFA collated and reviewed background information about the college and drafted a terms of reference which was shared with CoWA on 24 October 2017.

15. An ESFA team visited the college on 8 and 9 November 2017, to undertake audit testing and gather evidence in relation to the allegations. The ESFA team consisted of the Investigations Manager, Intervention Manager and a Senior Assurance Officer.

16. Evidence was obtained by using the following approaches:

- application of the ESFA's standard assurance funding audit methodology which included substantive file review and student interview/survey
- Interview of CoWA staff and review of documents to establish:
 - the subcontracting relationship and arrangements in terms of the subcontractor GEMEG
 - whether CoWA have robust systems, processes and controls in place for the monitoring and management of subcontractors
 - whether CoWA have appropriate safeguarding systems and processes in place
 - the safeguarding arrangements for delivery at the Club and Academy, and to confirm that any safeguarding concerns have been reported to the appropriate authority.

17. ESFA attempted to contact all 19 identified students by phone. This was followed up by email (up to two attempts) and / or letter, with a free post return envelope, where this was unsuccessful. ESFA carried out interviews and completion of audit questionnaires with five students (29%). Two students withdrew from the programme.

18. The following CoWA staff were interviewed:

- the CoWA Head of Department for Employer Liaison, Partnerships & Commercial Training
- the CoWA Partnership & Business Liaison Supervisor
- members of staff who attended monitoring or contract compliance meetings with GEMEG
- Quality Assurance associate who assessed GEMEG provision

- members of staff with responsibility for safeguarding and health and safety
- students that were enrolled on the programme.

19. A former member of GEMEG staff responsible for delivery at the Club was interviewed in April 2018 and documents provided.

20. Representatives from the Club were interviewed on 3 May 2018 (they were not associated with the Club at the time of GEMEG delivery).

21. The ESFA discussed the allegations with the Member of Parliament in March 2018 and received documentation from the MP.

22. A record of interviews undertaken during this investigation and evidence collected is recorded at Annex A and B respectively.

Findings

Funding audit of 2015 to 2016 Study Programme

23. The 19 students identified as part of the allegations existed on the Individual Learner Record (ILR) submitted to the ESFA and were eligible for funding.
24. Although there were no funding errors associated with the funding bands claimed, there were immaterial differences between the planned hours claimed on the ILR and the planned timetables evidenced. These were either overstated or understated on the ILR.
25. The majority of the differences in planned hours were associated with Employability, Enrichment and Pastoral (EEP) hours. ESFA identified that students not undertaking English and/or maths tuition, due to prior achievement, were required to undertake additional EEP activity. However, there was no separate timetable to evidence this, which made it difficult to determine how the college had calculated the planned hours claimed on the ILR. Therefore, the planned hours for 11 students were overstated but did not affect the funding band that was claimed on the ILR.
26. All students started their study programme on 17 August 2015. A learning agreement form was not submitted to the student to agree their study programme until 10 December 2015, which in all instances was not dated by the student or provider. In four instances, the student's signature appeared to be different from the student's signature evidenced on the enrolment form. The signatures have not been considered by a forensic handwriting expert.
27. Although students declared they received Information, Advice and Guidance (IAG) and an Initial Assessment (IA) on the enrolment form by ticking a box, there was no evidence in the file to support this.
28. The audit identified no issues with the initial assessment, enrolment and attendance of students against the conditions of funding requirement for English and maths. Where students were exempt from English and maths, evidence was provided for prior attainment through copies of certificates provided by students or CoWA accessing Government Learner Service Records reports.
29. Although CoWA provided evidence of registers confirming student attendance, these registers were not available at the time of CoWA undertaking quality assurance visits at GEMEG. In addition, the registers referenced Nottingham as the place of study rather than the Club (Workshop). Review of the registers and completion certificates highlighted no issues in

evidencing general attendance or completion of the study programme. In addition, there is no evidence from the file review or student interviews to suggest that students who did not attend the programme achieved the sports certification.

Funding Audit of subcontracting arrangements for 2015 to 2016

30. A Partnership Agreement for Services between CoWA and GEMEG was in place, which was amended in November 2015 to reflect lower than expected recruitment and the consequent reduction in maximum contract value. The maximum contract value was originally £140,000 and reduced in November 2015 to £100,000 due to lower than expected recruitment. CoWA has confirmed that the total funds claimed by GEMEG for the 19 identified students was £50,817.75. Monitoring arrangements included three Quality Assurance (QA) audits per funding year, including one that is unannounced. Details of four arranged management meetings were also included.
31. The EFA 2015 to 2016 sub-contracting regulations paragraph 10 states 'The EFA expects the amount of funding retained by the directly funded institution to be proportionate to the costs they incur in the management and administration of the contract, to be determined by the due diligence and risk assessment process'. CoWA retained 25% of ESFA funding to support necessary administration and costs such as contract monitoring and awarding body registrations. This level of retained funds is relatively high when compared to other institutions. The retained funds figure originally published by CoWA was higher than 25% but this was due to how they had calculated the figure across different funding years, which was originally based on an indicative figure.

Meeting records

32. CoWA held three management meetings with GEMEG in September 2015, February 2016 and June 2016. CoWA provided evidence that these meetings took place through hard copy Partner Provider Management Meeting Records (meeting records).
33. The September 2015 meeting records note that GEMEG were required to forward their Safeguarding Policy to the CoWA Partnership Team. CoWA provided evidence that this was received. In addition, the meeting records refer to issues around GCSE maths and English and Functional Skills delivery and that GEMEG confirmed that this would be a 'problematic part of delivery for GEMEG'. Whilst acknowledging that discussion about poor attendance did take place, this did not lead to improved attendance.

34. The February 2016 meeting records noted that:

- urgent DBS checks for a new GEMEG tutor were required. CoWA provided evidence of receipt of the required DBS check.
- Moving a cohort of students from Nottingham to Worksop was included on the agenda and actions around student numbers and timetables was required from GEMEG.
- an announced QA visit in early February 2016 in Nottingham, when students were not on site (further details in paragraph 37).

35. The June 2016 meeting records noted that:

- two further unannounced QA visits at Nottingham and Worksop had taken place and that there had been a lack of students, registers and trainers/assessors present.
- no GEMEG students attended GCSE exams and therefore, although students completed the course, none of them achieved GCSE maths or English. There are no funding implications because the students completed the programme.
- GEMEG and CoWA agreed that the contract between them would not continue in to the 2016 to 2017 contract year and the contract would be terminated in July 2016, when the remaining students had completed the programme.

36. The June 2016 meeting records state that five QA visits took place between February and May 2016. One visit to Nottingham counted as two different visits because different elements of the programme were observed and two different QA reports produced. No QA visits were carried out during the first 6 months for the 19 students identified as being on the ESFA funded programme.

QA visits

37. The February 2016 QA visit was an announced visit at Gresham Sports Park in Nottingham to observe a maths session based on a given list of names (including some from the 19 identified students). No students or tutor were available and the explanation given by GEMEG to CoWA was that the QA associate should have received an email that the session had been cancelled. The QA associate observed a practical vocational session, which did not include any of the 19 identified students and gave an indicative grade of good. No register was available and the reason given for none of the first years (which includes the 19 identified students) being present was that they were off site. CoWA stated that they followed up with GEMEG about students being off site, but this was not formally recorded in the meeting records.

38. The March QA visit, which was unannounced at the Club, was to observe a maths session. The QA form indicated that there should have been eight attendees at this session but only two attended. No register was available and, following a request for the risk assessments for the venue, GEMEG indicated to CoWA that these had been completed by the Club and not held by GEMEG. The QA associate graded the visit unsatisfactory and noted on the paperwork that all issues should be addressed urgently with the partner (GEMEG).
39. GEMEG scanned the registers of attendance to CoWA and all registers referenced Nottingham as the venue between September 2015 and February 2016. Following the agreed transfer to a different venue, (paragraph 52) the registers referenced Worksop. On receiving the registers, CoWA fed back to GEMEG their concerns with attendance, particularly for English and maths provision, and the issues recorded in the management meeting records.
40. The April QA visit was an unannounced visit at Gresham Sports Park in Nottingham and no students or trainer/assessors were present.
41. The final QA visit in May was an unannounced visit at the Club. No register was available and the tutor informed the QA associate that they let the GEMEG Nottingham office know who has attended and they complete the registers to forward on to CoWA. Eighteen students were on the pre-populated register but only five attended at the time of the QA visit. The QA associate also noted that the room was not entirely suitable for teaching in its present form. The QA associate discussed the course with two of the five students present and anecdotally they informed the QA associate that there was *'often more students present than today'*.
42. ESFA obtained partial assurance that CoWA exercised satisfactory controls over the contract with GEMEG in terms of contract documentation, management records and QA visits. However, there was very little evidence that the issues identified as a result of these activities were acted on effectively. Because CoWA did not visit the students for the first 6 months of the programme, they could not have established that the 19 students were actually on the programme.

Audit and investigation of bursary, free meals and student support for 2015 to 2016

43. CoWA stated that they forwarded a Learner Introduction Letter to GEMEG to distribute to students at the beginning of the course. GEMEG confirmed to ESFA that they handed the letters to students during the induction week. However, when interviewed, the students could not remember receiving the

letter. The letter which GEMEG claimed to have issued included the following information:

- reference to support in sourcing government funding for eligible students
- additional support to be assessed and provided on an individual basis
- reference to additional resources that the student may have to provide including the statement that it was essential that students provide appropriate training clothing and equipment (to be discussed with tutor).

44. From the nineteen students sampled as part of the investigation, [REDACTED] students were eligible for bursary support and [REDACTED] students received payments totalling £550 paid by CoWA. [REDACTED] students received free meals payments due to issues receiving the required paperwork from students. Although it was the students' responsibility to provide the paperwork, there is no evidence that CoWA and GEMEG took action to secure the required paperwork from students. One student interviewed said that they were disappointed not to get support for travel and subsistence because travel was costly but they were not eligible for bursary support or free meals. As CoWA staff did not attend the location for enrolment and induction, they did not resolve the paperwork issues experienced by students.

45. In interviews with ESFA, students confirmed that they had to purchase the Club training kit and [REDACTED] used the student support/bursary to purchase the kit. A receipt for the cost of equipment seen by ESFA paid for by one student was hand written and made reference to the Academy. GEMEG stated that there was no need for students who were attending the course to purchase the kit and it was their understanding that students who played for the Club had to buy tracksuits. CoWA did not clarify the relationship between GEMEG and the Academy and the reasons why kit was being purchased or who the money for the kit was paid to.

46. The Funding Guidance for Young People 2015 to 2016, Funding regulations (March 2015) state:

Funding Conditions in respect of charges to students

g. Institutions may choose to charge students aged 16 to 18 in full time or part time education for other elements of their study programme as set out here. There is no requirement to charge for optional extras. The institution funding the activity is free to determine whether any charge should be made for it and, if so, how much should be charged and to whom

i. Where clothing or equipment is necessary for the student's health or safety, a charge may be made for clothing and equipment that the student retains, but only if the student also has the option of borrowing the clothing or equipment free of charge.

vii. Where clothing or equipment is necessary for the student's health or safety, a charge may be made for clothing and equipment that the student retains, but only if the student also has the option of borrowing the clothing or equipment free of charge.

47. CoWA and GEMEG state that students were made aware of bursaries, free meals and student support that were potentially available through the distribution of the Learner Introduction letter. In addition, some students applied and were eligible for financial support and received it. However, neither CoWA nor GEMEG were able to provide evidence that students received the letter. Further evidence provided as part of the investigation did not have sufficient detail to clarify if lunch was provided for the students or if they had to pay for it. (GEM-27 to GEM-30)

Student attendance at the Nottingham and Worksop sites

48. Discussions between CoWA and GEMEG began in 2014 regarding development of a sports programme at Yaxley in Cambridgeshire associated with Peterborough Town Football Club. Due to recruitment difficulties, in terms of student numbers, the provision was switched to Gresham Sports Pavilion in Nottingham. Although CoWA recognised that distance subcontracting should be by exception only, at this stage, CoWA were looking to develop a long-term sports provision in the Cambridgeshire region and saw this as an opportunity to build a working relationship with GEMEG. CoWA were further persuaded by the involvement of the CEO of GEMEG, who they understood had a wide range of experience working with Colleges in England and the Football Association and developing similar programmes.

49. CoWA have confirmed that, as far as they were aware, the 19 identified students started in August 2015 and attended the Gresham Sports Pavilion in Nottingham. CoWA were not present at the enrolment and induction of the 19 identified students and did not visit this cohort until February 2016.

50. The QA associate noted the lack of a register on each visit made to the Nottingham and Worksop venues. GEMEG stated that the tutor would dial in attendance to GEMEG head office who would complete the paperwork and forward on to CoWA. The registers that GEMEG head office forwarded to CoWA had no reference to Worksop until after February 2016.

51. When interviewed by ESFA, the CoWA Employer Liaison Officers for GEMEG confirmed that they had previously visited the Nottingham site for a previous cohort of students recruited in September 2014 and found good facilities. In addition, there were no issues with attendance at this time and the CoWA experience of working with GEMEG on the first two cohorts of student's was largely positive. However, CoWA should not have relied of previous satisfactory visits to Nottingham and should have seen the students sooner than February 2016.
52. In February 2016, GEMEG emailed CoWA with a request to move some of their students based in Nottingham to a venue they had secured at the Club in Worksop to aid students and help secure grades. The email response from CoWA noted that this was incredibly short notice but they agreed to the proposal. When questioned about the Club venue, CoWA staff confirmed that a major part of the rationale for agreeing to the new venue was to address the issue of low attendance at maths and English sessions.
53. All five students interviewed confirmed that they started the programme in September 2015 and attended the Club (one student confirmed they started in October, one month later than everyone else did). In addition, all five students confirmed that they had never attended a venue in Nottingham as part of this programme. Two of the five students confirmed that as far as they were aware everyone on the programme had only ever attended the Club at Worksop and the remaining three students said they did not know.
54. It is clear from the student interviews that this cohort of students only attended the Club at Worksop and never attended the venue in Nottingham. Consequently, GEMEG failed to inform CoWA where training was taking place and the registers stated the wrong location. CoWA were unaware that the 19 identified students were attending the study programme at an unknown venue in Worksop between September 2015 and February 2016. This is exacerbated by no visit to this cohort of students for the first 6 months they were on the ESFA funded programme. In addition, CoWA agreed that students could move to the new venue in Worksop without carrying out any checks, such as risk assessments or the appropriateness of the venue.

English and maths delivery

55. Ten of the 19 students were exempt from taking English and maths and CoWA provided evidence of prior attainments through copies of either certificates or reports from the Government Learner Service Records. Of the nine remaining students, two withdrew from the programme leaving seven students required to take English and maths. Two of the seven students enrolled on to GCSE Maths and the remaining five were enrolled on to

functional skills programmes at various levels from Entry 3 to Level 2. One English session of 3 hours and two maths sessions totalling 3 hours per week were scheduled on the timetable. The non-attendance rate for both these sessions by the seven students identified for English and maths delivery was between 15% and 22%. The fact that students enrolled on programmes at various levels indicates that assessment of students had taken place.

56. Of the [REDACTED] students enrolled on to the English and maths programmes, [REDACTED] failed to achieve certification. [REDACTED] achieved [REDACTED] [REDACTED]. In terms of GCSE delivery, CoWA stated that discussions had taken place with GEMEG regarding a suitable venue for students to take the GCSE exams and they exchanged emails to this effect, including the dates of exams. CoWA wrote directly to students with details of the exams and copies of these letters were shared with the Member of Parliament following a Freedom of Information request (GEM-62) to CoWA.
57. Among the options considered were on site at CoWA or in partnership with another College closer to Nottinghamshire. Of the students interviewed, one [REDACTED] confirmed that arrangements had been made by CoWA and GEMEG for them to attend a venue in Leicestershire [REDACTED], and that transport had been arranged by GEMEG. The student confirmed that they did not attend the [REDACTED].
58. The March 2016 QA visit at the Club expected to see eight students attend the session but only two attended. Of the two students attending the session, one was taking [REDACTED] and the other, [REDACTED]. The QA associate observed the session and reported that the actual delivery was good. This is in contrast to other issues identified by the QA associate in paragraph 38 that CoWA should have urgently addressed.
59. The first management meeting records in September 2015 show that GEMEG recognised that delivery of English and maths was going to be difficult for them. In addition, the management meeting records and QA visits confirm that there were concerns with English and maths delivery throughout the programme, particularly in terms of attendance. Whilst GEMEG and CoWA discussed the issues, attendance did not improve. This represents a weakness in the management of GEMEG delivery by CoWA, as they did not ensure that GEMEG took mitigating actions to improve attendance.

Additional learning needs

60. Although the learning agreement contains a document with a box that was ticked to indicate that learning needs have been assessed, there is no other

evidence to support this. As noted in paragraph 26, the learning agreement was not signed by the student and assessor until December 2015. Differences with the signatures were noted, although the signatures have not been considered by a forensic handwriting expert.

61. The students interviewed could not recall being asked about any additional learning needs they may have had. CoWA appear to have relied on a box being ticked rather than ensuring for themselves that learning needs had been assessed. Furthermore, by not attending the enrolment and inductions of the identified students, CoWA could not have ensured that learning needs were assessed appropriately. There is a risk that students with additional learning needs were not identified, which represents a significant weakness in the control and management of the GEMEG delivery.

Safeguarding

62. CoWA provided evidence of a GEMEG safeguarding policy in the partnership file. In addition, the Partnership Agreement for Services includes a list of all GEMEG staff involved in delivery of the programme and confirmation of DBS check reference numbers. Furthermore, the QA associate visits confirm that when tutor/assessors were present at the venues, they were always those listed in the Partnership Agreement for Services

63. All CoWA staff interviewed stated that they were unaware of any safeguarding allegations during the period of GEMEG delivery. The Member of Parliament made CoWA aware in December 2016 of allegations of safeguarding, which was 5 months after the GEMEG provision had finished. The safeguarding allegations brought to their attention were in relation to the Academy and had already been reported to the ESFA, DfE ministers, Ofsted, the FA, Nottinghamshire County Council and the Police by the Member of Parliament. CoWA stated that they reviewed the information received and did not think there was anything for them to act on at that stage, but would cooperate with any investigations led by others. However, CoWA were unable to provide evidence that they reviewed safeguarding risks with other subcontractors to ensure that the risks and issues at GEMEG were not occurring elsewhere.

64. At the student interviews, ESFA gave all students the opportunity to raise any other concerns they had with the programme or if they had been aware of any complaints made by students. None of those interviewed said they were aware of any issues but one student did confirm that the police had contacted them about the programme. ESFA did not pursue this because it is not part of the terms of reference.

65. With regard to the allegation that students attended training sessions at local schools without undergoing DBS checks, there is no requirement for people under 18 to have DBS checks. However, there was no evidence of GEMEG or CoWA carrying out risk assessments for students attending and delivering training sessions in schools.

Venue suitability and health and safety concerns

66. The QA associate feedback from visits to the Club in March and May 2016 state that the room was not entirely suitable for teaching. In addition, one of the students interviewed confirmed that the classroom was always cold and uncomfortable to work in. The students had been in the classroom since October 2015, throughout the winter months. It is therefore clear that, from March 2016, CoWA were aware that the venue at the Club in Worksop was not entirely suitable for teaching. Furthermore, after a QA visit in March identified the classroom as not entirely suitable, there is no evidence that CoWA took any mitigating action.

Second level subcontracting

67. With reference to the allegation that second level subcontracting existed and funds were directly paid to [REDACTED] the Club or Academy, the EFA funding guidance states that all subcontracted delivery must be contracted directly with the provider receiving EFA funding. Furthermore, subcontractors must not subcontract delivery of EFA funding to other organisations or self-employed individuals. (Funding Guidance for young people 2015 to 2016 subcontracting control regulations from 1 August 2016 Para 44). This is to ensure that:

- lead providers retain clear and transparent accountability for quality
- proper controls are in place
- value for money is achieved by mitigating funding being utilised for multiple tiers of subcontract management fees.

68. CoWA staff confirmed that, from February 2015, the programme was delivered at the Club in Worksop and that an agreement was in place between GEMEG and the Club for the hire of the venue. CoWA stated they were unaware of any payments made by GEMEG to individuals at the Club or Academy. CoWA also confirmed that they were unaware of any possible involvement of the Club or Academy in the delivery of the ESFA funded programme until the allegations were brought to their attention. CoWA reiterated this in the letter sent to the Member of Parliament in December 2016 (GEM-56).

69. As noted in paragraph 62, the QA associate feedback confirmed that GEMEG staff always delivered the programme. In addition, the five students interviewed all confirmed that GEMEG staff delivered the programme and the staff referred to by students were all listed on the Partnership Agreement for Services.

70. [REDACTED], referenced in the Member of Parliament report (GEM-01), was a company set up [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] GEM-94 confirms that the Club were aware of the setting up of the company.

71. GEMEG confirmed that they paid £22,000 that was intended for the Club to cover the cost of facilities at the Club ground in Worksop. The amount was based on a cost per head basis and paid on a monthly profile. GEMEG provided ESFA investigators with one invoice on Academy headed paper, which had a reference to [REDACTED] [REDACTED] and included a reference to a bank account [REDACTED]. The invoice, dated September 2015, was for £2,318 and related to 19 students.

72. A bank statement print out (GEM-46) and Credit Transaction print out (GEM-47) show payments by GEMEG to the same bank account number as noted on the Academy invoice (an additional amount of £2,280 on 4 January 2016) as well as payments out to individuals and other organisations. [REDACTED]
[REDACTED]
[REDACTED] The Club state they did not receive the funds from GEMEG and are considering their options regarding this matter, including whether or not to refer the issue to the police.

Students fined for non-attendance

73. Four of the five students interviewed said they were not fined for non-attendance at the ESFA funded programme and were not aware of any other students on the programme being fined. One student confirmed they were fined £100 for non-attendance [REDACTED]. The student stated that the Academy imposed the fine, rather than GEMEG, and the payment was made to [REDACTED] (see paragraph 70). The ESFA does not hold any documentary evidence to support this claim.

⁵ No information was publicly available about [REDACTED]

Conclusions

74. CoWA held all relevant evidence to support the funding claim for the 19 identified students enrolled onto the study programme and subsequent bursary support via GEMEG. The college was compliant with the *EFA funding regulations for post 16 provision 2015 to 2016*. There are no funding implications as a result of this investigation.
75. CoWA entered in to a subcontracting arrangement with GEMEG that was at a venue some distance away from their location in Kings Lynn (86 miles from Worksop). The *Funding Guidance for Young People 2015 to 2016 subcontracting control regulations from August 1, 2015 (paragraph 24 to 26)* state arrangements of this type should be in exceptional circumstances, and flags the issues that can arise from such arrangements. CoWA should have managed GEMEG more effectively to ensure that the students received the same service as if they had been enrolled at CoWA. CoWA failed to manage the GEMEG subcontract appropriately and this led to a number of concerns regarding the programme.
76. CoWA did not visit the cohort of 19 students until 6 months in to the programme and were unaware that GEMEG were delivering the programme at a venue unknown to them. This is despite the first QA visit identifying that students were not at the venue as expected. CoWA should have pursued this, and student feedback sought, which would have confirmed that this cohort never attended Nottingham. Furthermore, recommendations made by CoWA staff that issues such as poor attendance should be addressed urgently by the partnership management team to address the concerns after 6 months were ineffective because attendance did not improve.
77. CoWA did not adhere to the *EFA 2015 to 2016 sub-contracting controls regulations* in relation to the subcontracting arrangements with GEMEG and did not have effective controls over the provision delivered by GEMEG.
78. CoWA did not clarify the relationship between GEMEG, the Club and the Academy and specifically in relation to any compulsory fees for kit and equipment and fines levied on students for non-attendance, both of which are not allowed for the ESFA funded study programme (or EFA study programme in 2015/16).
79. GEMEG identified at the beginning of the programme that they would find it difficult to deliver the English and maths aspect of the programme. In addition, attendance at English and maths sessions was low as evidenced by the registers, meeting records and QA visits. Although CoWA took some mitigating actions to address attendance issues, they were ineffective and, in

some circumstances, this resulted in a poor quality learning experience for students.

80. The evidence suggests that IAG, Initial Assessment and assessment of Additional Learning Needs was unsatisfactory for the 19 identified students. This again contributed to delivery of a poor service and learning experience for students.

81. Although CoWA stated that students were made aware of government support available whilst on the programme, through the learner introduction letter and payments were made to those who were eligible, there is no evidence that students received the required information in relation to bursary, free meals and student support.

Investigation recommendations

82. When entering planned hours on data returns, the college must ensure that the hours entered are realistic, deliverable and supported by auditable evidence that the eligible activity is timetabled and exists (*funding guidance for young people 2017 to 2018: funding regulations, paragraph 72*).
83. CoWA should ensure that the learning agreement is signed and dated by the provider and student in a timely manner, ensuring that it covers all the areas covered in the funding regulations, (*paragraph 128 – 130*).
84. CoWA should ensure that receipts received from students to support discretionary bursary payments are legitimate. Where hand written receipts are received, there should be additional evidence to support that the receipt originated from the supplier (i.e. letter headed paper receipt, stamp of organisation on receipt etc.).
85. CoWA undertake annual financial health checks on its sub-contractors whose contracts are for more than one year.
86. CoWA to carry out a full review of subcontracting controls and assurance systems and processes. This review should include:
- how CoWA monitor subcontractors as well as how subcontractors conduct enrolment, induction and initial assessment of students
 - an action plan with timetabled actions to be reviewed as appropriate by the ESFA.
87. CoWA must not enter in to further subcontracting arrangements until the review in to subcontracting controls, assurance systems and processes and subsequent actions have been completed to the satisfaction of the ESFA.
88. The ESFA to review all GEMEG delivery as a subcontractor for ESFA lead providers and determine if further assurance or action is required.

Annex A: Interviews

89. Table 1 sets out the names of people interviewed as part of this investigation.

Table 1: Interviewees

Name	Post	Reason	Date interviewed	File ref
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Site visits and quality assurance of programme	09/11/2017	
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Safeguarding procedures	09/11/2017	
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Subcontracting arrangements	09/11/2017	
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Subcontracting arrangements	09/11/2017	
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Management of GEMEG	09/11/2017	
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Management of GEMEG	09/11/2017	
[REDACTED]	[REDACTED] [REDACTED]	Various	19/03/2018	
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Various	03/06/2018	



Annex B: Record of evidence

Table 2: Record of Evidence

Supporting Documentation		
18/10/2017	Workshop Town Football Academy – [REDACTED] report	GEM-001
18/10/2017	[REDACTED] Parliamentary Questions	GEM-002 to GEM-018
18/10/2017	[REDACTED] Allegations	GEM-019
29/11/2017	Learner Funding	GEM-020
09/11/2017	GEMEG Invokes – CoWA	GEM-021
08/11/2017	Learner Introduction Letter	GEM-022
08/11/2017	Partnership Contract for Services	GEM-023
08/11/2017	Email Change of Venue	GEM-024
08/11/2017	Attendance Registers	GEM-025
29/11/2017	Email GCSE Exams	GEM-026
21/03/2018	Invoices for meals (x4)	GEM-27 to GEM-30
21/04/2018	Invoice for cleaning upstairs room	GEM-31
21/04/2018	Questionnaire [REDACTED]	GEM-40
21/04/2018	Bank Statement print out	GEM-46
21/03/2018	Credit Transaction print out	GEM-47
21/03/2018	CoWA letter to [REDACTED]	GEM56
21/03/2018	Copies of letters sent to students regarding exams	GEM-62
21/03/2018	Doncaster College press release – Academy explanation	GEM-89
21/03/2018	Email – [REDACTED]	GEM-94
21/03/2018	Email – [REDACTED]	GEM-101

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