

Multiply Funding and Performance Management Rules (FPMR)

For the 2022/23 Financial Year to the 2024/2025 Financial Year

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This document sets out the funding and performance management rules that apply to all Providers of education and training who receive Multiply funding for South Yorkshire residents.



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1. Background

- 1.1. These rules contain conditions of funding for the Multiply programme in South Yorkshire from 1st December 2022.
- 1.2. The content and requirements set out in this document apply to all providers delivering Multiply provision to residents in South Yorkshire funded by the Authority from 1st December 2022. The rules apply to all providers including Colleges, Local Authorities and all providers who have secured a contract to deliver Multiply provision.
- 1.3. Multiply is an adult numeracy programme, led by the Department for Education (DfE) as part of the £2.6bn UK Shared Prosperity Fund (UKSPF). South Yorkshire Mayoral Combined Authority (SYMCA) have been given an indicative allocation of £7.26m for Multiply across 3 financial years starting in 2022/2023. The funding is to engage more adults (19+) with numeracy levels below level 2 (GCSE C/4 pass) in informal learning to boost their maths skills for life and work.
- 1.4. Multiply will be an integral part of UKSPF, however it has a clearer focus in terms of operation. There is considerable overlap of the Multiply target market with that of the Adult Education Budget (AEB), and therefore the Skills, Education and Employment team, within the SYMCA, has worked closely with colleagues across the sector in designing the Local Investment Plan for Multiply to ensure activity does not duplicate provision already commissioned but wraps around and adds value.
- 1.5. Board approval has been given that community focused activity will be directly grant funded to Providers in South Yorkshire including those who plan and commission Community Learning on a hyper-local level. This will additionally ensure that community focused interventions funded through Multiply will align and provide a pathway to AEB, rather than duplicate provision.
- 1.6. The Authority is focused on securing positive outcomes for residents and as such it places significant importance on the quality of the initial assessment, prior attainment, and tailored learning plans looking forward up to the three years of the programme; enabling residents to meet their current and future goals. Providers should develop clear engagement and career pathways which support progression into higher levels of learning where appropriate.
- 1.7. The objective of Multiply is to increase the number of adults (19+) achieving maths qualifications up to Level 2. Where Authorities commission or deliver interventions designed to widen participation and support learners to progress onto new or more stretching provision, the Authority would not expect to see multiple enrolments on similar level courses, or a repeat of similar learning aims unless this is of benefit to learners' development
- 1.8. Along with this document, the provider must also comply with the <u>Multiply Investment</u> <u>Prospectus</u> and the <u>Multiply Technical Guidance</u> published by the DfE as amended from time to time and any other requirements, which may from time to time be issued by The Authority, Inspectorates, Awarding Organisations and other Regulatory Bodies of which the Provider is made aware.

- 1.9. The Provider must ensure that all activities carried out pursuant to this Agreement will be documented in accordance with any requirements of The Authority and must provide such documentation as the Authority may request from time to time to ensure compliance.
- 1.10. AEB Grant Agreements and Multiply contracts remain separate with different payment arrangements. If you hold both you cannot vire funds between the two. You are also not permitted to vire funds between your Authority Multiply and any other funding streams you receive. You can use other funding streams to compliment Authority funded Multiply if that improves the chances of the learner achieving.
- 1.11. These rules do not apply to:
 - Apprenticeships
 - Traineeships
 - Advanced Learner Loans
 - ESF (UKSPF) education and training
 - Provision funded through the Governments Skills for Jobs response to the pandemic
 - Adult Education Budget (AEB)
- 1.12. This document forms part of the terms and conditions of funding and you must read them in conjunction with your contract. Providers must operate within the terms and conditions of the contract as well as with the ILR specification and any additional data requirements as set out within the contract schedules. Failure to do so is a breach of your contract with us.
- 1.13. The Multiply funding rates and rules will be regularly reviewed, and providers will be notified of any changes. Providers must have due regard to the Authority's priorities as informed by skills analyses of the Local Enterprise Partnership(s) and our Skills Advisory Network. These are set out in the Strategic Economic Plan as well as within any future Skills Strategy that may be published. Providers should read these core documents and familiarise themselves with our ambitions and priorities.
- 1.14. All providers will use their best endeavours to work collaboratively, with the Authority and other providers, both across South Yorkshire and within each local area. The Authority expects all providers and their supply chains to enable high quality learner pathways, both at a local level and across South Yorkshire.
- 1.15. All information, including hyperlinks were correct when this document was published, and the Authority reserves the right to make changes to these rules.

Understanding the Terminology

- 1.16. The term 'we' is used in this document it is referring to the South Yorkshire Mayoral Combined Authority (SYMCA).
- 1.17. When we refer to 'you' or 'Providers', this includes Colleges, Higher Education Institutions, Training Organisations, Local Authorities, and other organisations who will receive funding from us to deliver Multiply programmes to residents of South Yorkshire. We will use the generic term 'you' or 'Provider' unless the requirements only apply to a specific Provider type.

- 1.18. We use the terms 'resident' and 'learner' to cover those South Yorkshire residents whose provision is funded by the Authority. Eligible Residents will have a post code which confirms they reside in Barnsley, Doncaster, Rotherham, or Sheffield for the duration of their learning. The ESFA will release a file with eligible postcodes here. https://www.gov.uk/government/publications/uplift-factors-and-postcode-files
- 1.19. We use the term 'provision' to refer to all learning that we fund, whether it is a regulated qualification or non-regulated qualification as detailed in the Find a Learning Aim Service <u>https://submit-learner-data.service.gov.uk/find-a-learning-aim/</u> or as agreed with the Authority.
- 1.20. If we refer to qualifications, these will be from the Regulated Qualifications Framework (RQF) or an Access to Higher Education Diploma recognised and regulated by the Quality Assurance Agency (QAA) <u>https://www.qualifications.education.gov.uk/</u>
- 1.21. If we refer to 'learning aims', we mean a single episode of learning which could be a regulated qualification, a component of a regulated qualification or non-regulated learning.
- 1.22. If you have any queries in relation to this document please contact your Contract Manager in the first instance.

2. Principles of Funding

- 2.1. Multiply funding must be considered in the broader skills funding and policy landscape, which encompasses, apprenticeships, Learner Loans, HE activity and additional funding and provision made available. Providers should ensure that they assess a learner's needs against the full range of provision available and identify a programme of learning most likely to support progression.
- 2.2. These funding rules apply to all Residents starting new learning aims on or after 1st December 2022 who are a resident within South Yorkshire at the commencement of learning for Providers with a contract. You must check the eligibility of the learner as we will not fund learning for an individual whilst they remain ineligible. You must not fund a learner who is unable to complete a learning aim or programme of study in the time available.
- 2.3. To aid transparency, the value of contracts will be published annually by the Authority.
- 2.4. Interventions funded through Multiply must not displace, replace and/or duplicate any existing adult numeracy provision such as activity funded through the existing Adult Education Budget statutory entitlement for maths qualifications.
- 2.5. You must not transfer, cross or double fund learning supported by Multiply for South Yorkshire residents with:
 - AEB from national ESFA funds
 - AEB from SYMCA devolved budgets
 - 19-24 traineeship programmes
 - Apprenticeships

- Advanced learner loans bursary fund
- Advanced learner loan facility
- ESF (and any replacement scheme such as UKSPF)
- Any other provision funded by Government including their response to the pandemic e.g. Restart; Community Renewal
- National 24+ Free Courses for Jobs
- 2.6. You must complete learner records accurately, including the resident's Unique Learner Number (ULN) field, in order to access Authority funding. As South Yorkshires overall Multiply allocation is calculated by Government based on residency within the Authority area, it is particularly important that, as part of your initial assessment, you ensure the resident's postcode relates to where the individual resides at the start of their programme of learning and where they expect to be living for the duration of that learning. Should any changes occur in year the Learner Record Service information must be updated.
- 2.7. You must hold evidence to assure the Authority that you are using the funding appropriately. Most evidence will be generated from your normal business processes such as completion of the ILR as well as additional data returns we request as set out in your contract. We retain the right to request performance management information and related evidence as part of our ongoing risk-based performance management process and to support with ensuring the correct payments are made to providers.
- 2.8. We expect high quality provision delivering measurable impact on the progression and outcomes for our residents and value for money for the public purse.
- 2.9. The Authority supports sub-contracting where it:
 - extends the breadth and reach of provision to under-represented or hard to reach residents, provides opportunities to offer small scale, niche, or specialist provision; or
 - encourages employers to recruit and develop their workforce.
- 2.10. You must take your own legal advice about the impact of Public Contracts Regulations 2015 on your recruitment of delivery Sub-contractors and have this advice available for inspection by us on request. If your organisation does not apply a rigorous sub-contracting due diligence process, we will review your funding arrangements and limit your ability to sub-contract provision.
- 2.11. Additional information on sub-contracting can be found at paragraphs 5.1 5.6 of this document and within your contract.
- 2.12. We will in advance of issuing your contract:
 - undertake an initial review of all providers including checks on Ofsted grading
 - undertake a financial due diligence exercise
 - agree a Delivery Plan (the value and detail of which forms part of your contract)
 - develop and agree a payment schedule
- 2.13. The action undertaken in 2.11 will inform our performance management arrangements, which will apply to your contract in 2022/2023 and any future years.

Funding rates

2.14. Your funding rates will be included within Schedules 1 and 2 of your contract.

Fees and charging

- 2.15. You must not make compulsory charges relating to the direct costs of delivering an intervention to residents we fully fund, including those with a statutory entitlement to full funding for their learning. Direct costs include any essential activities or materials without which the learner could not complete and/or achieve their learning aim or programme.
- 2.16. If a learner needs a Disclosure and Barring Service (DBS) check to participate in learning, you cannot charge them for this. If the learning is associated with the learner's employment, their employer is responsible for carrying out and paying for this check.

Recognition of prior learning (RPL)

2.17. You must not use prior learning to reduce funding for maths qualifications up to and including Level 2. It is essential that the initial assessment is followed by diagnostic assessment to underpin a tailored programme of learning to address needs (where applicable).

Residency eligibility

- 2.18. Determining eligibility based on nationality, immigration status and other related considerations is a matter for central government, particularly in light of the United Kingdom's withdrawal from the European Union. You are required to follow any directive given by the Secretary of State in this regard and the Authority is adopting the eligibility for funding rules as set out in Annex A insofar as they apply to individual's resident within South Yorkshire.
- 2.19. You must check the eligibility of a learner at the start of each learning aim or programme and only claim funding if the resident is eligible and has a post code which confirms they reside in Barnsley, Doncaster, Rotherham, or Sheffield. This can be checked here. <u>https://www.gov.uk/government/publications/uplift-factors-and-postcode-files</u>.
- 2.27 Individuals will be eligible for Multiply funding if they meet the criteria in paragraph Annex A; the learning is taking place in South Yorkshire, and they fulfil the residency requirements set out in one or more of the following categories:
 - UK nationals and other persons with right of abode
 - UK nationals in the EEA
 - EEA nationals in the UK
 - Other non-UK nationals

2.28 Additional information on eligibility is contained in Annex A.

3. What we will fund

- 3.1 Multiply Interventions will include the following:
- 3.1.1 Innovative numeracy programmes delivered together with employers including courses designed to cover specific numeracy skills required in the workplace.
- 3.1.2 Courses aimed at people who can't apply for certain jobs because of lack of numeracy skills and/or to encourage people to upskill in numeracy in order to access a certain job/careers Progression for work sector based programmes.
- 3.1.3 Numeracy activities, courses or provision developed in partnership with community organisations and other partners aimed at engaging the hardest to reach learners **Preparation for work disadvantaged residents**.
- 3.1.4 Numeracy activities, courses or provision developed in partnership with community organisations and other partners aimed at engaging the hardest to reach learners **Numeracy life skills**.
- 3.1.5 Courses for parents wanting to increase their numeracy skills in order to help their children, and help with their own progression **Family learning**.
- 3.1.6 ESOL combined with Numeracy (off menu intervention). This will be a programme to support numeracy development for those in work whose first language is not English and whose success at work is held back through poor skills.
- 3.1.7 Capacity Building and Community Engagement (off menu intervention)
- 3.2 Where you are delivering non-regulated learning, you must ensure you have appropriate and robust quality assurance processes in place, such as 'The Recognising and Recording Progress and Achievement (RARPA) Cycle'. Further information on RARPA is available from the Learning and Work Institute.

Approved qualifications

- 3.3 Where you deliver regulated qualifications and/or their components, you must ensure they are eligible for Multiply funding and available on Find a Learning Aim, unless agreed in writing by exception with the Authority.
- 3.4 Where you deliver approved qualifications and/or their components you must ensure that learners are registered for the qualifications and/or components in line with the awarding policies and procedures. You must not 'pre-register' students a significant period in advance of the learner starting the qualification.
- 3.5 You must make sure that learning is eligible for funding before the Learner starts. Find a Learning Aim contains details of eligible regulated qualifications, qualification components and non-regulated learning aims OR programmes of learning agreed with the Authority that have then been entered on the 'Find a Learning Aim' service.
- 3.6 Certain qualifications that are linked to occupational regulations or a licence to practice may be eligible if agreed as part of your Delivery Plan. You can find more information about these qualifications at the qualification's website (https://www.qualifications.education.gov.uk).

- 3.7 Before delivering a component unit of a qualification, you must check with the awarding organisation they provide a Learner registration facility, and the resident can achieve it alone or as part of accumulating achievement towards a full qualification.
- 3.8 You must provide accurate unique learner number (ULN) information to awarding organisations and ensure all information you use to register learners for qualifications is correct. You can find more information in the Learner Records Service (https://www.gov.uk/guidance/how-to-access-your-personallearning-record) guidance.

National Funded Offer and legal entitlements

3.9 Learners aged 19+ undertaking their first Full Level 2 in maths (who have not previously attained a GCSE grade A* - C or grade 4, or higher) must undertake it from the National Funded Offer and will be fully funded via the Adult Education Budget (AEB).

Maths for those aged 19 or older

3.10 You must (where this is appropriate for the level of intervention being undertaken):

- carry out a thorough initial assessment to determine a resident's current level using current assessment tools based on the national numeracy standards and core curriculums.
- carry out an appropriate diagnostic assessment to inform and structure a Learner's evidence pack to use as a basis for a programme of study.
- enrol the Learner on a level above that at which they were assessed and be able to provide evidence of this.
- deliver ongoing assessment to support learning; and
- record the evidence of all assessment outcomes in the Learner file.

Learning in the workplace

3.11 We will fund learning in the workplace under the intervention – **Progression for work – sector based programmes**.

What we will not fund

- 3.12 We will not fund:
 - Residents already undertaking programmes and funded as set out in paragraph 2.4
 - Residents in custody. <u>The Ministry of Justice</u> funds prison education in England. Please note you can use your Multiply funding to fund individuals released on temporary licence as set out in the unemployed section at paragraph 4.7.
 - any part of any learner's learning aim or programme that duplicates provision they have received from any other source
 - training through devolved AEB, where a learner is undertaking or planning to undertake an apprenticeship

- replicate vocational and other learning aims covered by the apprenticeship standard or framework, including English and maths
- offer career-related training that conflicts with the apprenticeship aims
- be taking place during the apprentices working hours. Where an apprentice has more than one job, working hours refers to the hours of the job the apprenticeship is linked to
- residents who are ineligible for funding
- residents whose Education, Health and Care (EHC) plan is extended by the local authority beyond their 25th birthday. The local authority must continue to provide top-up funding and contract directly with the institution.
- Any learning that is considered a 'licence to practice' and as such should be funded by their employer e.g. DBS checks

4. Who we will fund

- 4.1 You must check the eligibility of the learner and their residency ensuring they reside within the local authority areas of Barnsley, Doncaster, Rotherham and Sheffield at the start of each learning aim and only claim funding for eligible Residents unless otherwise agreed in writing with the Authority. Learner postcodes can be checked for eligibility at https://www.gov.uk/government/publications/uplift-factors-and-postcode-files
- 4.2 To be funded by the Authority, on the first day of learning a resident must be aged 19 or older on 31st August within the 2022/2023 funding year. The resident must be able to achieve the learning aim or programme of study in line with their initial assessment and individual learning plan.
- 4.3 Residents will be eligible for funding for the whole of the learning aim or programme if they are eligible for funding at the start, even if the duration is for over one academic year. You must reassess the learner eligibility for any further learning they start.

Unemployed residents

- 4.4 For funding purposes, we define a learner as unemployed if one or more of the following apply:
 - They receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only.
 - They receive Employment and Support Allowance (ESA).
 - Receive Universal Credit, and their take-home pay as recorded on their Universal Credit statement (disregarding benefits) is less than £345 a month (learner is sole adult in their benefit claim) or £552 a month (learner has a joint benefit claim with their partner)
 - Are released on temporary licence, studying outside a prison environment, and not eligible to be funded by the Ministry of Justice
- 4.5 Providers may also use their discretion to fully fund other residents if both of the following apply. The learner:

- receives other State Benefits (not listed in paragraph 4.7) and earns either less than 16 times the appropriate age-related rate of the national minimum wage / national or real living wage a week; and
- wants to be employed or progress into more sustainable employment, they earn either less than 16 times the appropriate age-related rate of the national minimum wage / national living wage a week) and you are satisfied the learning is directly relevant to their employment prospects and the local labour market needs.
- 4.6 This evidence should be retained in a learner's evidence pack.

Residents with learning difficulties or disabilities

4.7 The Authority will fund residents with learning difficulties and disabilities as set out in the Apprenticeship, Skills, and Children Learning Act 2009 and securing reasonable facilities for education and training suitable to the requirements of persons who are 19 and over set out in para 4.1 This includes residents with an identified learning difficulty or disability who have previously had an Education, Health and Care Plan (EHC) plan and have reached the age of 25.

Residents with an Education, Health and Care Plan (EHCP)

- 4.8 To access provision and support costs you must inform us before the start of the 2022/2023 funding year where a resident:
 - has reached the age of 25 and has not completed their programme of learning as set out in their EHC plan by the end of the previous funding year; or
 - will reach the age of 25 in the funding year, where their EHC plan is not extended by their local authority to allow them to complete their programme of learning.
- 4.9 The resident must:
 - have an EHC plan that confirms their needs could only be met by the training organisation they are, or were, attending
 - continue to make progress on the programme of learning as set out in their EHC plan.
- 4.10 We will not fund residents whose EHC plan is extended by the local authority beyond their 25th birthday. The local authority must continue to provide top-up funding and contract directly with the institution.

Learners in The Armed Forces

4.11 We will fund Armed Forces personnel, Ministry of Defence (MoD) personnel or civil and crown servant's resident in South Yorkshire who meet the criteria in section 3, and where learning takes place in South Yorkshire. We will class members of the British armed forces on postings outside of the EU, including their family members, as ordinarily resident in the UK.

4.12 Members of other nations' Armed Forces stationed in South Yorkshire, and their family members, aged 19 and over, are eligible for ESFA funded AEB, set out in section 3, if the Armed Forces individual has been ordinarily resident in England for 3 years.

Learners temporarily resident outside of South Yorkshire

4.13 Learners' temporarily resident in areas outside of South Yorkshire and who work outside of the South Yorkshire area as part of their job, are eligible for Combined Authority funded AEB providing some of the learning takes place in South Yorkshire. You cannot claim for the additional expense of delivering learning outside of South Yorkshire.

Learners who live in Wales, Scotland or Northern Ireland

4.14 Wales, Scotland and Northern Ireland have their own funding arrangements. You must develop arrangements with the relevant devolved administration if you are planning to deliver a significant quantity of learning to learners who do not live in South Yorkshire.

Who we will not fund - residents not eligible for funding

- 4.15 You must not claim funding for individuals who do not meet the eligibility criteria set out above. Examples of individuals who do not meet the eligibility criteria include the following. Please note this list is not exhaustive:
 - those who are in the UK without authority or lawful status.
 - those who are resident in the United Kingdom on student visa unless they are eligible through meeting any other of the categories described in Annex A.
 - non-EEA citizens who are in the United Kingdom on holiday, with or without a visa.
 - non-EEA citizens who are a family member of a person granted a student visa, have been given immigration permission to stay in the UK and have not been ordinarily resident in the UK for the previous three years on the first day of learning.
 - those whose biometric residence permit or residence permit imposes a study prohibition or restriction on the individual.
- 4.16 Armed forces family members that remain outside of South Yorkshire.
- 4.17 The Authority will not fund a resident whilst on a break on learning
 - If a resident starts a learning aim or programme and is not eligible for funding, we will not fund the learning while they remain ineligible.
 - We will not fund learners whose EHC plan is extended by the local authority beyond their 25th birthday. The local authority must continue to provide top-up funding and contract directly with the institution.

Learner support

4.18 There is no additional funding for Learner Support and this funding is included in the unit cost confirmed within your contract and will be paid as part of your agreed payment profile.

Funding in 2022/2023

- 4.19 Multiply delivery should be delivered and reported through the ILR using funding model 99 which will enable us to monitor the activity alongside an additional data return every month.
- 4.20 You will be paid in line with the monthly payment profile agreed alongside your Delivery Plan and you must attribute costs to eligible learners up to the value of your grant, including the costs of delivery and any learning or learner support costs, and these must be recorded in the learner's evidence pack.
- 4.21 You must not use Multiply funding for learning that is eligible for funding through an Advanced Learner Loan or apprenticeship.
- 4.22 Interventions delivered with Multiply funding need to be additional and differentiated from that which is already fully funded through the Adult Education Budget (AEB) legal entitlement and/or community learning and should not displace that provision.

5. Sub-contracted provision

- 5.1 Sub-contracted provision has an important role to play in the delivery of Multiply. Subcontractors can help widen participation amongst niche groups that would otherwise be hard to reach. It will only be agreed where this enriches the learning offer.
- 5.2 Sub-contracting will be agreed as part of agreeing your Delivery Plan, the value of which will be part of your contract. You must gain MCA agreement if you wish to change your sub-contracted delivery or sub-contractors in-year.
- 5.3 You must take your own legal advice about the impact of Public Contracts Regulations 2015 on your recruitment of delivery Sub-contractors and have this advice available for inspection by us on request. If your organisation does not apply a rigorous sub-contracting due diligence process, we will review your funding arrangements and limit your ability to sub-contract provision.
- 5.4 Any changes to sub-contractors or the amount of sub-contracting you want to undertake following agreement of your Delivery Plan must be discussed with your Contract Manager and follow a formal change control process detailed within your contract. Approval must be given by the Authority before you undertake any delivery. The Authority retain the right to reduce your contract if your sub-contracted provision is under performing.
- 5.5 We define a delivery sub-contractor as a separate legal entity that has an agreement with you to deliver any element of the education and training, we fund. A separate legal entity includes companies within your group, other associated companies, and sole traders. It also includes residents who are self-employed or supplied by an employment agency, unless those residents are working under your direction and control, in the same way as your own employees.
- 5.6 Unless specifically authorised in writing by the Authority you may only sub-contract the provision to one level. For avoidance of doubt the sub-contractor must not further sub-

contract the provision that has been subcontracted to it. This is to ensure that you retain clear and transparent control of the quality of training provision, and that proper and appropriate measures are in place to manage the learner experience.

6. Evidence

- 6.1 You must hold evidence to assure us that you are using Authority funded Multiply appropriately. Most evidence will occur naturally from your normal business processes.
- 6.2 You must make sure applications for Multiply, support your decision to claim funding and support the individual's case for consideration as ordinarily resident in England, or any exceptions set out in the residency eligibility' section.
- 6.3 In line with General Data Protection Regulations (GDPR), you must record in the evidence pack what appropriate documentation you have seen, rather than take photocopies to prove eligibility.

Evidence Pack

- 6.4 The evidence pack must contain evidence to support the funding claimed and must be available to us if we need it.
- 6.5 Evidence in the pack must assure us that the resident exists.
- 6.6 The learner must confirm information they provide is correct when it is collected.
- 6.7 If the time spent in learning is short, the level of evidence in the evidence pack would reflect this.
- 6.8 Where you hold information centrally, you only need to refer to the source.
- 6.9 If applicable, the evidence pack must confirm the following:
 - All information reported to us in the ILR and additional data as detailed in Schedule 9b of your contract as supporting evidence for payment to you.
 - Your assessment and evidence of eligibility for funding and a record of what evidence the learner has provided.
 - All initial, basic skills and diagnostic assessments.
 - For 'personalised learning programmes', for example, learning not regulated by a qualification, full details of all the aspects of the learning to be carried out, including supporting evidence of the number of planned hours reported.
 - A description of how you will deliver the learning and skills and how the learner will achieve.
 - Support needs identified, including how you will meet these needs and the evidence of that.
 - That learning is taking or has taken place and records are available.
 - A learner's self-declarations as to what state benefit, they claim.
 - A learner's self-declarations on their status relating to gaining a job or having a job; and

- All records and evidence of achievement of learning aims. This must be available within three months of you reporting it within the ILR.
- Details of end of course reviews and progression discussions undertaken.
- Records to show independent information, advice and guidance has been given on the next steps for the learner as well as throughout the learning where applicable.
- 6.10 Where the learner is unemployed, this must include a record of what you have agreed with them, including the relevance of the learning to their employment prospects and the labour market needs.
- 6.11 If a Sub-contractor delivers any provision to the resident that must be clear to us through the ILR and/or additional data submitted.

Confirmation and signatures

- 6.12 The learner or employer must confirm the information is correct when it is collected. You must have evidence of this, which can include electronic formats.
- 6.13 We accept electronic evidence, including digital signatures, but you must have wider systems and processes in place to assure us that residents exist and are eligible for funding.
- 6.14 Both electronic and digital signatures are acceptable, we do not specify which should be used, only that a secure process to obtain and store signatures is followed:
 - an electronic signature is defined as any electronic symbol or process that is associated with any record or document where there is an intention to sign the document by any party involved. An electronic signature can be anything from a check box to a signature and/or
 - a digital signature is where a document with an electronic signature is secured by a
 process making it non-refutable. It's a digital fingerprint which captures the act of
 signing by applying security to a document. Usually documents which have a digital
 signature embedded are extremely secure and cannot be accessed or amended easily
- 6.15 Where an electronic or digital signature is being held, from any party for any reason, you must ensure it is non-refutable. This includes the definitions of both wet and dry signatures. Systems and processes must be in place to assure to us the original signature has not been altered. Where any document needs to be renewed, and a new signature taken, it must be clear from when the new document takes effect, and both must be held.
- 6.16 You must keep effective and reliable evidence. You are responsible for making the evidence you hold easily available to us when we need it.

Starting, participating, and achieving

- 6.17 You can only claim funding for learning when directly related learning starts. This would not include enrolment, induction, prior assessment, diagnostic testing, or similar learning.
- 6.18 For your direct delivery, and any sub-contracted delivery, you and where relevant, your sub-contractor(s) must have direct centre approval and where appropriate, direct

qualification approval from the respective awarding organisation for the regulated qualifications you are offering.

- 6.19 Delivery of the qualification (including learner registration with the awarding organisation) for direct delivery and any sub-contracted delivery must be in line with the qualification specification and guidance set out by the relevant awarding organisation.
- 6.20 You must have evidence that the learning took place.
- 6.21 Where the learning is certificated, you must follow the relevant awarding organisation's procedure for claiming the relevant certificate(s) and ensure the learner receives them. You must evidence this has happened in the evidence pack.

Leaving learning

6.22 You must report the learning actual end date in the ILR for a learner who leaves learning as the last day that you can evidence, they took part in learning.

Individualised Learner Record (ILR)

- 6.23 You must accurately complete all ILR fields as required in the Learner Record even if they are not required for funding purposes.
- 6.24 The ILR must accurately reflect the learning and support (where applicable) you have identified, planned, and delivered to eligible residents. You must not report inaccurate information that would result in an inflated claim for funding.
- 6.25 Where your data does not support the funding you have claimed, we will take action to get this corrected and this will result in recovery of funding.

7. Payments, Financial Due Diligence and Audit

7.1 The initial threshold set by the Authority for 2022/2023 will be that you earn a minimum of 97% of your total allocation/contract value. The Authority will consider the minimum of 97% as 100% of delivery. There will therefore be no recovery subject to receipt and confirmation of evidence to support this.

Payment Arrangement – Grant allocation

- 7.2 Providers will be given, in advance of the start of the funding year, an individually agreed payment schedule based on your agreed Delivery Plan the value of which will form part of your contract.
- 7.3 You will be notified in advance of any in-year changes being made to the value of your contract through discussions with your Contract Manager This applies to changes for under and/or over performance (which is subject to affordability and budget availability).

- 7.4 The Authority retains the right, based on the risk profile of your organisation, to decide what the payment schedule will be. The Authority has the right to pay on profile, actual delivery or if agreed as part of your delivery plan a different payment schedule.
- 7.5 The Authority will run BACS payments each month.
- 7.6 The Authority reserves the right to cease payments, should providers be in breach of contract.
- 7.7 The Authority, acting by itself or through its auditors have the right during the contract term and for a period of 6 years thereafter, to assess and audit compliance by the Provider and/or its key Sub-Contractors of the Provider's obligations under these rules and your contract.
- 7.8 Defrayal of funds is only applicable when evidence of learning has been undertaken.

Financial Due-Diligence

7.9 The Authority may undertake a financial due diligence review of all providers (excluding Local Authorities). This review will help inform the risk-based performance management arrangements which will operate with you in 2022/2023.

Audit, Assurance and Compliance

7.10 The Authority has its own financial assurance and compliance processes which may be undertaken by organisations working on the Authority's behalf.

The Provider will continuously seek to improve the Services and raise standards to benefit the Learner. The Provider will have the primary responsibility for improving standards and will need to demonstrate to the Authority's satisfaction that it has an effective quality assurance system based on the implementation of its own quality improvement process. The Authority reserves the right to require the Provider to provide the Authority or Ofsted (where applicable) evidence to support the quality improvement processes

- 7.11 Where South Yorkshire learners are selected for sampling, compliance will be assessed against the Authority's funding and performance management rules.
- 7.12 The Authority will select a sample of learner files to check randomly using a method chosen by the Authority. The frequency, periodicity and size of the samples may change throughout the funding agreement period. A final list of the learner files the Authority wishes to undertake compliance checks on will be sent to you 1 week before the date of the compliance visit. As part of our compliance monitoring, we will continue to monitor compliance with the funding rules. We will contact you where we identify you have submitted data that does not meet our funding rules and ILR requirements. We will require you to correct inaccurate ILR/data submissions to us.

8. Performance Management

- 8.1 Our performance management approach aims to support high quality provision, is to ensure the funding is being spent for the purposes it was given and will enable funding to be reallocated in year in response to performance and need.
- 8.2 You are also not permitted to vire funds between your Authority Multiply and any other funding streams you receive. You can use other funding streams to compliment Authority funded Multiply if that improves the chances of the resident achieving.
- 8.3 All Providers are required to submit ILR data via the DfE on a monthly basis post RO5 (and thereafter), in line with the timescales set by the DfE. As stated in your contract this information will be used to support our payment and performance management processes.

Annual Review

- 8.4 A review of all providers will take place on an annual basis. This will determine an annual risk rating and will inform the performance management arrangement that will apply to your contract.
- 8.5 This annual review, where applicable, will focus on using a combination of dialogue, desk reviews, a site visit and a review of key systems processes and policies. It is likely to include but is not limited to the following:
 - review of policies, systems, and processes (where appropriate)
 - Use of PDSAT and FRM Reports
 - Setting out how compliance checks will be undertaken and the Authority's expectations
 - outcome of financial risk assessment and any action required
 - review of contractual requirements
 - compliance with the funding rules
 - approach to ensure in the quality and timeliness of data returns, review of your Quality Improvement Plan
 - complaints and whistle-blowers,
 - approach to subcontractors (where applicable)
 - financial concerns, cash flow issues (where applicable)
 - review of policies, systems, and processes (where appropriate)
 - quality concerns based on latest published Ofsted reports
 - review of internal management arrangements (linked to this funding agreement)

Performance Reviews

- 8.6 You must ensure throughout the period of the funding agreement you have all the necessary policies, systems, and processes in place to assure the Authority that you are using the Multiply appropriately. In order to gain this assurance, the Authority's Procurement, Contracts and Programme Controls team will undertake regular performance reviews of all providers which we expect to be on a monthly basis for all providers.
- 8.7 The performance reviews will include, but not be limited to:

- Outcomes from the initial review
- Systems and process
- ILR data
- Data submissions to support payment against each intervention
- Sample checks of learner files
- Next steps/learner outcomes at the time of the course completion
- Evidence of learner tracking for progression
- Sub-contracting arrangements
- Other contractual requirements
- Outcome of financial risk assessment and any action required
- Review of any Action Plan (where applicable)
- Actions arising from any compliance visits
- Review of your Delivery Plan
- Review of current performance including accuracy and timeliness of data reporting
- Performance against Social Value outcomes (where applicable)
- Review of residents' journey (where appropriate)
- Review of collaborative working arrangements
- Sub-contractor and supply chain performance (where applicable)
- Outcome of any Ofsted Inspection (where applicable)
- 8.8 Prior to a Performance Review meeting you will need to complete a Progress and Monitoring Report, which sets out:
 - performance to date.
 - forecast to the end of the funding year
 - details of any existing or potential issues/risks
 - assessment of under/over performance in terms of expenditure/delivery
- 8.9 This report will provide qualitative information on your progress in terms of delivery, as well as financial and numerical data. The Authority will send you instructions on how this information will be collected before the review meeting takes place.
- 8.10 The Authority will use these reports alongside your ILR and any performance review data, to review the overall position of all contracts. At those meetings, where providers have identified actual or potential underspend within their current allocation, for reasons outlined in the Progress and Monitoring report, the Authority will seek to reduce their allocation. Any underspend will be returned to the central pot to be redistributed but will not be consolidated into any future year allocation received by you.
- 8.11 If at any point the Authority has evidence that you will not deliver in full, the Authority may reduce the funding to a level that is line with your actual in-year delivery. Where, the Authority identifies underspend within the central pot, we may offer the opportunity for providers to increase their contract value.
- 8.12 In addition to performance review meetings colleagues leading on the policy of adult skills for SYMCA will also have regular dialogue with providers.

Performance Management Action

- 8.13 The purpose of any Performance Review is to ensure that you comply with the requirements in your individual contracts. The Authority will use the outcome of its performance review to ensure that you meet the requirement of your contract. Should you fail to meet the requirements and obligations, the Authority will take appropriate informal / formal action. The approach is set out below:
 - Level 1: Routine reviews
 - Level 2: Informal action
 - Level 3: Formal action
 - Level 4: Termination

Level 1: Routine review

8.14 If the Performance Review shows that you are on track to achieve the performance levels set out in your contract, then no further action is needed but regular meetings will still be undertaken.

Level 2: Informal

- 8.15 If the data shows that you may not achieve the levels set out in your contract, we will discuss with you whether an Action Plan is required. The Action Plan will be used to capture all agreed actions for improvement including incremental performance and pipeline data that may lead to improving performance levels in line with the agreement / contract.
- 8.16 The Action Plan will be reviewed as part of ongoing Performance Management reviews. If the remedial actions captured on the Action Plan are unable to meet the required levels within a mutually agreed period, you will be invited to a further meeting. At this stage you will be informed that formal action could be taken in the event that performance does not improve.

Level 3: Formal

- 8.17 If formal action is required, the Authority will issue a formal letter of underperformance in accordance with the terms of your contract, to address the failure to meet the performance levels set out in the contract. The Authority will work with you to agree the forecast management information you will be asked to supply.
- 8.18 At the stage of issuing the formal letter the Authority will look to reduce your contract value. This may also impact on future allocations.

Level 4: Termination

8.19 In the event that performance does not improve sufficiently to meet the performance levels required or you are otherwise in breach of the agreement the Authority may act to terminate your contract.

Ofsted Inspection

- 8.20 Providers in receipt of a contract who are awarded a Grade 4 Inadequate inspection grade from Ofsted will be expected to cease recruitment of any new learners onto their programmes from the date of the inspection feedback meeting.
- 8.21 Providers who have a sub-contracting relationship with any provider who is awarded a Grade 4 Inadequate inspection grade from Ofsted will be expected to cease recruitment of any new learners with the provider in question from the date of the inspection feedback meeting.

Annex A - Learner nationality eligibility for funding

UK nationals and other persons with right of abode

- 1. Individuals who meet the criteria in section 4 of this document and they are
 - UK nationals or other person with a right of abode¹ in the UK and have been ordinarily resident in the UK or British Overseas Territories or Crown Dependencies (Channel Islands and Isle of Man) for at least the previous 3 years on the first day of learning
- 2. The British Overseas Territories are listed below:
 - Anguilla
 - Bermuda
 - British Antarctic Territory
 - British Indian Ocean Territory
 - British Virgin Islands
 - Cayman Islands
 - Falkland Islands
 - Gibraltar
 - Montserrat
 - Pitcairn, Henderson Island, Ducie and Oeno Islands
 - South Georgia and the South Sandwich Isles
 - St Helena and its dependencies (Ascension and Tristan da Cunha)
 - Turks and Caicos Islands

UK nationals in the EEA

- 3. Individuals who meet the criteria in paragraph 2.30 and 2.31 and they are UK nationals and;
 - are living in the EEA on or before 31 December 2020 and
 - have lived in the EEA only or the EEA and UK only for at least the previous 3 years on the first day of learning and
 - have lived continuously in the EEA only and/or the EEA and the UK only between 31 December 2020 and the start of the course
 - the course starts before January 2028
- 4. The EEA includes all the countries and territories listed below: -
 - All Member States of the European Union, you can access a list of member states on the EU website.
 - Iceland
 - Lichtenstein
 - Norway

¹ Persons with the right of abode have the right to live and work in the UK. All British citizens have the right to abode. Further, some Commonwealth citizens have the right of abode.

- Switzerland although Switzerland is not part of the formally recognised EEA, its nationals are eligible under various international treaties signed by the UK and Swiss governments.
- With respect to EEA nationality, note that any Cypriot national living on any part of the island qualifies for EU residency and is considered an EU national

Territories

- 5. Territories categorised as being within the EU and or territories that are categorised as being part of the listed countries such that they satisfy our residency requirements for the purposes of the AEB funding rules.
 - Denmark including Greenland and the Faroe Islands
 - Finland and the EU includes Aland islands
 - France and the EU includes the French Overseas Department (DOMS); Guadeloupe, Martinique, French Guiana (Guyana), Reunion and Saint-Pierre et Miquelon). Also New Caledonia and its dependencies French Polynesia; Saint Barthélemy;
 - Germany and the EU includes Tax-free port of Heligoland
 - Netherlands includes Antilles (Bonaire, Curacao, Saba,St Eustatius and St Maarten); Aruba
 - Portugal and the EU includes Madeira and the Azores
 - Spain and the EU includes the Balearic Islands; the Canary Islands; Ceuta and Melilla

Who is not part of the EU or the EAA

6. Andorra, Macau, Monaco, San Marino and the Vatican

EEA nationals in the UK

- 7. Individuals who meet the criteria in paragraphs 2.30 and 2.31 and with respect to EEA nationals other than Irish nationals, have obtained either pre-settled or settled status under the EU Settlement Scheme and
 - have lived continuously in the EEA, Gibraltar or UK for at least the previous 3 years on the first day of learning
- 8. The EEA includes all the countries and territories listed in Para [x].

Other non-UK nationals

- 9. Individuals who meet the criteria in section 4 and they fulfil the requirements of one or more of the below.
- 10. A non-UK national who:
 - has permission granted by the UK government to live in the UK and such permission is not for educational purposes only, and
 - has been ordinarily resident in the UK for at least the previous 3 years on the first day of learning

- 11. A non-UK national who is also a non-EEA national and:
 - has obtained pre-settled or settled status under the EU Settlement Scheme and has been ordinarily resident in the UK for at least the previous 3 years on the first day of learning.
- 12. An Irish national and:
 - who is not also a UK national and
 - has been ordinarily resident in the UK or Ireland for at least the previous 3 years on the first day of learning

Family members of UK and EEA nationals

- 13. A 'family member' is the husband, wife, civil partner, child, grandchild, dependent parent or grandparent of a UK or EEA national. A family member is eligible for funding if they:
 - where required to do so, have obtained pre-settled or settled status under the EU Settlement Scheme and
 - have been ordinarily resident in the UK or EEA for at least the previous 3 years on the first day of learning

Individuals with certain types of immigration status and their family members

- 14. Any individual with any of the statuses listed below is eligible to receive funding and are exempt from the 3-year residency requirement rule:
 - Refugee status
 - Discretionary leave to enter or remain
 - Exceptional leave to enter or remain
 - Indefinite leave to enter or remain
 - Humanitarian protection
 - Leave outside the rules
 - Ukraine Family Scheme
 - Ukraine Sponsorship Scheme (Homes for Ukraine)
 - Afghan Locally Engaged Staff under the intimidation policy
 - British Nationals evacuated from Afghanistan under Operation Pitting
 - British Nationals evacuated from Afghanistan by UK government before 6 January 2022
 - The husband, wife, civil partner or child of any of those named above
 - Section 67 of the Immigration Act 2016 leave ²

 $^{^{2}}$ A child of a person who has received leave under section 67 of the Immigration Act 2016 will come within paragraph 41.9 where they have been granted "leave in line" by virtue of being a dependent child of such a person

- Calais leave to remain³
- 15. In relation to the above categories, you must have seen the learner's immigration permission. This would include the biometric residence permit (BRP) and in some cases an accompanying letter from the Home Office.

Extension or variation of current immigration permission

- 16. Any learner or family member who has applied for an extension or variation of their current immigration permission in the UK is still treated as if they have that leave. This only applies if the application was made before their current permission expired. Their leave continues until the Home Office decide on their immigration application. Their leave will continue where they have appealed or sought an administrative review of their case within the time allowed to them for doing so.
- 17. Therefore, a learner or family member is considered to still have the immigration permission that they held when they made their application for an extension, administrative review or appeal, and their eligibility would be based upon this status.
- 18. You may wish to find information, advice and support on eligibility from the UK Council for International Student Affairs. <u>https://www.ukcisa.org.uk</u>
- 19. The learner's immigration permission in the UK may have a 'no recourse to public funds' condition. Public funds do not include education or education funding. Therefore, this does not affect a learner's eligibility, which must be decided under the normal eligibility conditions.

Children of Turkish workers

- 20. A child of a Turkish worker is eligible if both the following apply:
 - the Turkish worker is ordinarily resident in the UK on or before 31 December 2020 and has Turkish European Community Association Agreement (ECAA) rights or extended ECAA leave and
 - the child has been ordinarily resident in the UK, EEA and/or Turkey for at least the previous 3 years on the first day of learning and is resident in the UK on or before 31 December 2020

Asylum seekers

- 21. Asylum seekers are eligible to receive funding if they:
 - have lived in the UK for 6 months or longer while their claim is being considered by the Home Office, and no decision on their claim has been made, or
 - are receiving local authority support under section 23C or section 23CA of the Children Act 1989 or the Care Act 2014 49.

³ 3 A child of a person who has received Calais leave to remain will come within paragraph 41.10 where they have been granted "leave in line" by virtue of being a dependent child of such a person.

- 22. An individual who has been refused asylum will be eligible if:
 - they have appealed against a decision made by the UK government against granting refugee status and no decision has been made within 6 months of lodging the appeal, or
 - they are granted support for themselves under section 4 of the Immigration and Asylum Act 1999, or
 - are receiving local authority support for themselves under section 23C or section 23CA of the Children Act 1989

Persons granted stateless leave

- 23. A person granted stateless leave is a person who:
 - has extant leave to remain as a stateless person under the immigration rules (within the meaning given in section 33(1) of the Immigration Act 1971); and
 - has been ordinarily resident in the UK and Islands throughout the period since the person was granted such leave
- 24. A stateless person must:
 - be ordinarily resident in the UK on the first day of the first funding year of the course; and
 - have been ordinarily resident in the UK and Islands throughout the 3-year period preceding the first day of the first funding year of the course
- 25. Certain family members are also eligible under this category if:
 - the spouse or civil partner of a person granted stateless leave (and who was the spouse or civil partner of that person on the leave application date), who is ordinarily resident in the UK on the first day of the first funding year of the course, and who has been ordinarily resident in the UK and Islands throughout the 3-year period preceding the first day of the first funding year of the course; or
 - the child of a stateless person or of the stateless person's spouse or civil partner (and who was the child of that stateless person or the child of the stateless person's spouse or civil partner on the leave application date), was under 18 on the leave application date, is ordinarily resident in the UK on the first day of the first funding year of the course, and has been ordinarily resident in the UK and Islands throughout the 3 year period preceding the first day of the first funding year of the course.
- 26. "Leave application date" means the date on which a person is granted stateless leave made an application to remain in the UK as a stateless person under the immigration rules (within the meaning given in section 33(1) of the Immigration Act 1971).

Annex B - Glossary

| Term | Definition |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Action Plan | Document detailing the steps you will undertake to achieve your contract objectives |
| AEB | means Adult Education Budget; |
| Advanced Learner loan | means loans available for residents aged 19 or above to provide financial support for tuition costs to undertake approved qualifications at Levels 3 to Level 6, at an approved provider in England and are administered by Student Finance England; |
| Break in learning | When a Learner is not continuing with their learning but has informed the Provider beforehand that they intend to resume their learning in the future. |
| Contracts Manager | Nominated individual detailed within your call off contract who is part of the Authority's Programme and Performance Unit. |
| Delivery Plan | the plan for delivery of the Provision agreed between the Parties (and amended from time to time between them) for the financial year running from 1 st December 2022 to 31 st March 2023, which will set out the mix and balance of adult education and/skills training to be delivered by the College or provider and as annexed as an Excel workbook at Schedule 1 of your contract; |
| Department | means the Department for Education (DfE); |
| Disclosure and Barring Service Check (DBS) | The DBS enables organisations in the public, private and voluntary sectors to make safer recruitment decisions by identifying candidates who may be unsuitable for certain work, especially involving children or vulnerable adults, and provides wider access to criminal record information through its disclosure service for England and Wales. |
| Education Health and Care (EHC) plan | an EHC plan replaces statements of special educational needs and learning difficulty assessments for children and young people with special educational needs. The local authority has the legal duty to 'secure' the educational provision specified in the EHC plan to ensure that the provision is delivered. |
| Education Skills Funding Agency (ESFA) | means the Education and Skills Funding Agency, an Executive Agency of the Department. |

| Term | Definition |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employed | a resident who has a contract of employment. This does not include self- employed residents unless specifically referenced. |
| Engaging and engagement | Engagement is when a person attends or takes part in outreach focused provision that aims to encourage people to improve their numeracy (for example, a one-hour taster session or workshop). Engagement does not include people who participate in formal or informal learning of over 2 hours. You would not usually record these learners in the ILR. Instead, you'll be asked to collect their name, post code and date of birth to allow for matching into the ILR as part of the evaluation activities. |
| English for Speakers of Other Languages (ESOL) | The study of English by speakers of other languages. |
| European Economic Area | The European Economic Area, abbreviated as EEA, consists of the Member States of the European Union (EU) and 3 countries of the European Free Trade Association (EFTA) (Iceland, Liechtenstein and Norway; excluding Switzerland). The Agreement on the EEA entered into force on 1 st January 1994. Please refer to Appendix A for more information. |
| Evidence Pack | any information relating to a Learner generated by the Provider, the Learner or a third party for the purpose of the delivery of the Services; |
| 'Find a learning aim' service | Formerly known as the Learning Aim Reference Service (LARS) the 'Find a learning aim' service offers a web-based search facility. It allows users to search by most commonly used fields for Qualifications, Units, Apprenticeship Frameworks and Apprenticeship Standards and their associated validity and funding details. |
| Full Level 2 | A General Certificate of Secondary Education in five subjects, each at grade C or above, or grade 4 or above; or Technical Certificate at Level 2 which meets the requirements for the 2018, 2021/2022 16 to 19 performance tables. If the National Academic Recognition Information Centre have confirmed the authenticity of a qualification gained overseas and confirmed it is comparable/compatible with a regulated qualification in England, currently part of the Level 2 and Level 3 legal entitlement, the resident will be deemed to have achieved their first Level 2 and/or Level 3 qualification. |
| Functional skills | Applied practical skills in English, maths and ICT that provide the learner with the essential knowledge, skills and understanding to enable them to operate effectively and independently in life and work. |
| Funding year | means the provider funding year which runs from the 1 st April to the 31 st March. |
| General Certificate of Secondary Education (GCSE) | In the United Kingdom, the General Certificate of Secondary Education (GCSE) is an academic qualification, generally taken in several subjects by pupils in secondary education in England, Wales, and Northern Ireland. |

| Term | Definition |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Individualised Learner Record (ILR) | The primary data collection requested from learning Providers for further education and work-based learning in England. Government uses this data to monitor policy implementation and the performance of the sector. It is also used by organisations that allocate funding for further education. |
| Initiative | An initiative is a singular and specific piece of provision funded by Multiply. Provision is the overall learning or engagement activity that local areas are funding. |
| Intervention | The Multiply investment prospectus sets out a national menu of 10 interventions (pages 7 to 10). All planned provision that local areas set out in investment plans is either linked to one of these interventions or is an 'off menu' intervention. |
| Lead Provider | A Lead Provider is a college, training organisation or employer that has a direct contractual relationship with the Authority. |
| Learner | A third party who is a student, trainee or learner similar to whom the College or provider is required to deliver any of the Provision and who is resident within the Combined area. |
| Learner support | Funding to enable Providers to support Residents with a specific financial hardship that might prevent them from being able to start or complete their learning. |
| Learning delivery monitoring (LDM) | A code used as part of the Individualised Learner Record (ILR) to indicate participation in programmes or initiatives. |
| Learning Planned End Date | The date entered onto the Individualised Learner Record (ILR) when the learner is expected to complete their learning. |
| Learning Support | Funding to enable Providers to put in place a reasonable adjustment, set out in the Equality Act 2010, for Residents with an identified learning difficulty and/or disability to achieve their learning goal. |
| Ministry of Justice (MOJ) | The Ministry of Justice (MoJ) is a ministerial department of the British Government headed by the Secretary of State for Justice and Lord Chancellor (a combined position). The department is responsible for areas of constitutional policy not transferred in 2010 to the Deputy Prime Minister, human rights law, and information rights law across the UK. |
| Multiply | Multiply is the new adult numeracy programme being delivered across MCA's/the GLA and upper tier. Unitary authorities outside of those areas from 2022/23 and 2024/25 |
| National Insurance Credit | May apply if you're not paying National Insurance, for example when you're claiming benefits because you're ill or unemployed. Please see www.gov.uk for further information on eligibility and how to apply. |

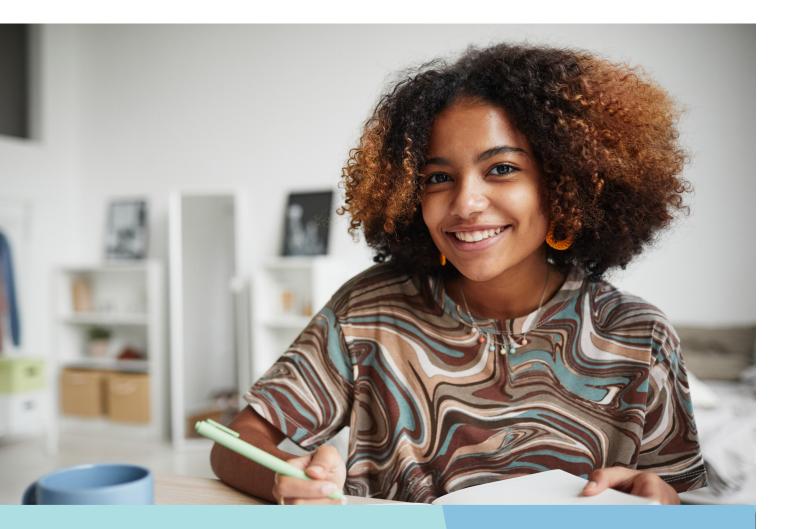
| Term | Definition |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non-regulated learning | Learning which is not subject to awarding organisation external accreditation in the form of a regulated qualification. It may be designed, delivered, and certificated by a Provider or another organisation. This could include: • independent living skills and engagement learning • employability and work skills • labour market re-entry • technical education tasters • community learning |
| Ofsted | The Office for Standards in Education, Children's Services and Skills is a non-ministerial department of His Majesty's government, reporting to Parliament. Ofsted is responsible for inspecting a range of educational institutions, including state schools and some independent schools, in England. |
| Ofqual | The Office of Qualifications and Examinations Regulation, which regulates qualifications, examinations, and assessments in England. |
| Outreach focused provision | Outreach focused provision is targeted at those in the local area who would benefit from Multiply funded learning. This is likely to be more informal and innovative activity and not typically classroom-based. Examples are: |
| | using 'touchpoints' to reach out (for example, money advice, community or housing services) running a taster session or event. |
| | You would not usually record these learners in the ILR. Instead, you'll be asked to collect their name, post code and date of birth to allow for matching into the ILR as part of the evaluation activities. |
| Participating and participation | Participation is when a learner takes part in Multiply funded substantive learning provision. This learning may or may not lead to a qualification. Participation does not include people who engage with a Multiply initiative that aims to reach out or encourage people to improve their numeracy. |
| Performance | You should record these learners in the ILR. Formal letter from the Authority stating the improvement in performance |
| Improvement Notice | required and timescales applicable in which to demonstrate improvement |
| Performance Improvement Plan | Formal document which sets out specific performance issues and the activities and actions to be undertaken to remedy them |
| Personal learning record (PLR) | A database that allows learners to access to their past and current achievement records. These can be shared with schools, colleges, further education training Providers, universities, or employers. |
| Progress and Monitoring Report | This document will be supplied to you by the Programme and Performance Unit. |

| Term | Definition |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Provider(s) | Those organisations delivering AEB provision. This may include colleges, Local Authorities, Independent Training Provider, Higher Education Institutions and third sector organisations. Where applicable this shall include the Provider Personnel and permitted assigns and, if a Provider is a consortium or consortium leader, the consortium members. The term "Provider" shall mean "Providers" where the terms and conditions apply to more than one Provider: |
| Provider Personnel | all persons employed or engaged by the College or Provider together with the College or Provider's servants, agents, consultants and Sub- Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, Providers and Sub-Contractors) whether voluntary or paid used in the performance of its obligations under this Agreement or, in respect of Clause 14 (TUPE, Re- Tendering and Indemnity) and any other TUPE obligation, or an individual employed by the College or Provider in the performance of the Services; |
| Provision | Provision is any type of learning or engagement activity that local areas are funding or providing specifically as part of the Multiply programme. Your overall provision aims to measurably improve adult functional numeracy levels in your local area. |
| Quality Assurance Agency (QAA) | Is the independent body that checks on standards and quality in UK higher education. |
| Recognising and Recording Progress and Achievement (RARPA) | The Learning and Work Institute have undertaken a consultation on the RARPA Cycle and have published updated RARPA Guidance. This comprises a clear framework designed to support Residents through the learning process, identifying key outcomes. It provides a robust approach to quality control and improvement of non-regulated provision with a focus on self-assessment that supports standards acceptable to the Office of Standards in Education (Ofsted). You can access further information from The Learning and Work Institute. |
| Recognition of prior learning (RPL) | An assessment method that considers whether a Learner can demonstrate that they can: Meet the outcomes for a qualification or a component of a qualification through knowledge and understanding; or Skills they already have and so do not need to undertake a course of learning for that component or qualification. |
| Regulated Qualifications Framework (RQF) | • The RQF provides a way of understanding and describing the relative level and size of qualifications. The RQF, operated by Ofqual, is a single regulatory framework containing a range of general, technical, and professional qualifications. |
| Residents | Means any third party including any student, apprentice, trainee or person who is a resident within the Authority area and to whom the College is required to deliver the Provision. |
| Social Value | Social value is the quantification of the relative importance that people place on the changes they experience in their lives. |

| Term | Definition |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Start of learning | The date on which learning begins. We do not consider enrolment, induction, diagnostic assessment or prior assessment to be part of learning. |
| State Benefits | State Benefits are contributions, both financial and non- financial, made by central and local government to residents in certain circumstances to meet their day-to-day living needs. |
| Statutory entitlement | The statutory entitlement to education and training allows Residents to be fully funded who are aged: 19 and over, who have not achieved a Grade A*-C, grade 4, or higher, and study for a qualification in English or maths up to and including level 2; and/or 19 to 23, if they study for a first qualification at level 2 and/or level 3. 19 and over, who have digital skills assessed at below level 1 |
| Strategic Economic Plan (SEP) | • The Strategic Economic Plan sets out the South Yorkshire's plans to transform the local economy over the next decade. It is built on a strong evidence base and widespread consultation with groups representing the city region's key sectors and business representative organisations such as the Chambers of Commerce. |
| Sub-contract | any contract between the College/provider and a third party under which the College/provider agrees to source any or part of the provision from that third party; |
| Sub-contractor | means the contractors or providers that enter into a Sub-contract with the College or provider; |
| Substantive learning provision | Substantive learning provision is a formal or informal learning opportunity through which learners will measurably improve their functional numeracy. The provision may or may not lead to a qualification. Substantive learning provision will typically be at least 2 hours long. |
| | You should record learners who participate in substantive learning provision in the individualised learner record (ILR). |
| Technical Certificate | Is a qualification which provides you with extensive knowledge in your chosen apprenticeship career path. Alongside the NVQ, it is a key component of some apprenticeship programmes. Technical Certificates are issued to Residents who have completed a specialised course of study that is related to specific vocational skills. |
| Unique Learner Number (ULN) | A 10-digit number used to match a Learner's achievement to their Personal Learning Record (PLR). |
| Universal Credit | Universal Credit is a United Kingdom social security payment that was designed to simplify the benefits system and to incentivise paid work. It is replacing and combining six benefits for working-age people who have a |

| Term | Definition |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | low household income: income-based Employment and Support Allowance, income-based Jobseeker's Allowance, and Income Support; Child Tax Credit and Working Tax Credit; and Housing Benefit. |
| | Please see www.gov.uk for further information on eligibility and how to apply. |

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