



# Skills Bootcamps

## Funding and Performance Management Rules (FPMR)

2023/24 1st April 2023 - 31st March 2024

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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 Skills Bootcamp funding for South Yorkshire residents.

[southyorkshire.ca.gov.uk](https://southyorkshire.ca.gov.uk)

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## 1. BACKGROUND

Skills Bootcamps are flexible training courses up to 16 weeks, with a guaranteed job interview (where a candidate is being recruited to a new job) or new opportunities. Skills Bootcamps equip adults with technical skills that enable them to access in-demand jobs, apprenticeships, and new opportunities (including for the self-employed) leading to increased income and productivity.

Skills Bootcamps are being delivered through a contract(s) specific to the Lots described in the table below. Only those Suppliers that have been awarded a Skills Bootcamps contract can deliver Skills Bootcamps.

**Table 1: Sector split by Lot**

Lot	Possible Skills Bootcamp Subjects	Permitted Delivery Levels
<b>Lot 1 - Digital Core</b>	<p>Across the SY region, there is evidence of a strong, and inter-connected Digital and Tech sector that is paving the way for the development and adoption of new technologies and data analytics capabilities.</p> <p>SYMCA is seeking Skills Bootcamp proposals which provide skills/training in areas which there is demand and will support growth and innovation in our regions Digital and Tech sector as well as to address the shortage of digitally skilled workers in our area. Skills Bootcamps across the Lot 1 Digital Core Category <u>could</u> include but are not limited to:</p> <ul style="list-style-type: none"><li>• Software Development – Programming, Agile Computing, Coding</li><li>• Digital Marketing – social media, design, analytics</li><li>• Infrastructure Technician</li><li>• Data Science Cyber – Security, Intrusion Analysis, Technology Readiness, Engineering</li><li>• Data – Analytics, Engineering, Database, Design</li><li>• Digital Marketing – social media, Design, Analytics</li><li>• Network – Engineering, Technology, Infrastructure</li><li>• Software Development – Programming, Agile Computing, Coding</li><li>• Software Engineering</li><li>• Web – Full Stack Development, Engineering</li></ul>	3-5 or equivalent

<b>Lot 2 – Green Skills</b>	<p>SYMCA has set a target of achieving a net-zero economy by 2040. The Authority has published an Energy Strategy that sets out the challenges facing the region. These include converting a significant proportion of old and inefficient housing to more energy efficient use. The benefits are vast, SY residents will be less vulnerable to energy price fluctuations, carbon emissions will also be reduced and residents will gain valuable skills the workforce is expected to there will be greater demand. These skills bootcamps will supplement the skills people already have, potentially working in related industries like construction, and give them the additional skills they need.</p> <p><b>Green Skills</b> - SYMCA are seeking Skills Bootcamp proposals that provide Level 2+ skills in construction green skills. The programmes must be developed to support skills demand from existing employers as well as other inward investment coming into the SY region.</p> <p>Green skills <u>could</u> include but not are not limited to:</p> <ul style="list-style-type: none"> <li>• Insulation installation</li> <li>• PV installation/electrical wiring and fitting</li> <li>• Glazing or Window fitting</li> <li>• Heat and Air conditioning installation</li> </ul>	<p>3-5 or equivalent. Level 2 or equivalent permissible for appropriate skills</p>
<b>Lot 3 – Leadership &amp; Management (Health &amp; Professional Services sector)</b>	<p>In the South Yorkshire region there is demand for highly skilled Managers. Skills Bootcamps in this Lot must be designed to address skills shortages experienced by employers in either the Health &amp; Professional Services sector and may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• First-line Management for Health &amp; Care</li> <li>• Team Leader management</li> <li>• Middle-Management</li> </ul>	<p>3-5 or equivalent</p>

A start is defined as: a learner having registered and attended a Skills Bootcamp on Day 1 and remains on programme on Day 5 (calendar days). Note for reporting purposes within your contract monitoring plan and data sheet, you must report all learners based on their first day of training, even if they did not go on to attend for 5 qualifying days.

A completion is defined as: successful completion of the training programme including passing any required assessments and one of the following dependent on learner circumstances:

- offer of a job interview which must be intended to be continuous employment for at least 12 weeks or an Apprenticeship) that utilises the new skills acquired through the Skills Bootcamp
- new role and/ or responsibilities that utilises the new skills acquired through the Skills Bootcamp,
- written confirmation/plan from learners of how the new learning has been/will be applied to acquire new opportunities/contracts which utilise the new skills acquired on the Skills Bootcamps.
- Or offer of an accelerated apprenticeship interview linked to the new skills acquired on the Skills Bootcamp.

A positive outcome is defined as: offer of a new job or an apprenticeship, new role/ enhanced role or obtaining new opportunities/contracts utilising the new skills acquired on the Skills Bootcamp depending on the status of the learner. Specific criteria apply to learners on the Pathway to Accelerated Apprenticeships Skills Bootcamps.

## 2. DELIVERY OF SKILLS BOOTCAMPS

The Supplier must ensure that the Skills Bootcamps can be reasonably delivered to a Learner concurrently employed in either a full-time or part-time role or around other commitments.

Skills Bootcamps should be designed to encourage the participation of underrepresented groups which may include, but not exclusively, ethnic minority background, disability, female, veterans, prison leavers. These may include those with protected characteristics (as defined in the [Equality Act 2010](#)) and those who might face barriers to employment.

## 3. SKILLS BOOTCAMPS - CONTENT

Skills Bootcamp training must either be accredited, aligned to occupational standards managed by the Institute for Apprenticeship & Technical Education (IFATE) or utilise a recognised standard for representing attainment (e.g., Recognising and Recording Progress and Achievement (RARPA) or Skills Framework for the Information Age (SFIA)). Where you are using RARPA, SFIA or similar methodology we would expect evidence of significant employer engagement in designing the curriculum.

Each Skills Bootcamp must have a minimum of 60 Guided Learning Hours (GLH) and a maximum duration of 16 weeks.

Guided Learning Hours are the time a Learner spends being taught or instructed by, or otherwise participating in education or training under the immediate, real-time guidance of a lecturer, supervisor, tutor or other appropriate supplier of education or training, whether online or in person. Pre-recorded content does not count towards GLHs.

Provision may be delivered remotely online, face-to-face or through a blended approach.

#### **4. WRAPAROUND SUPPORT**

Funding for wraparound support for Skills Bootcamps is included in your Skills Bootcamps allocation.

The Supplier must deliver the wraparound support outlined within your original bid (for example using a coaching and mentoring approach), from programme application stage, during, and post programme, to move people into jobs/new roles and opportunities. This should include upfront screening of applicants, soft skills (or work readiness) training to support the occupational skills training, vacancy/role/opportunity identification, providing pastoral services to help participants complete the Skills Bootcamp, follow-up services to participants and employers to support job placement, and high-quality advice and guidance to support the learner into a positive employment outcome (for example, CV writing support and mock interviews).

The Supplier must ensure that learners who are unsuccessful at post completion interview are referred to other job and training opportunities e.g., through the National Careers Service. This will be monitored as part of your monthly contract monitoring meetings.

This wraparound support will be checked as part of the ongoing monitoring of your delivery.



## 5. TARGET GROUPS

All Skills Bootcamps must be open to all eligible adults within the communities they serve, including those employed, not in work or self-employed.

Skills Bootcamps are designed for individuals that are close to the labour market and for those not in work the assumption is that the majority of participants will have been away from the labour market less than 12 months. The Supplier may only deliver a Skills Bootcamp to support adults who have been out of the labour market for longer than 12 months if they judge that a Skills Bootcamp will support them effectively into a job or apprenticeship outcome. Serving prisoners due to be released within 6 months of completion of a Skills Bootcamp and those on Temporary Release are also eligible.

## 6. PRIOR ATTAINMENT AND EXPERIENCE

No prior attainment is required unless specifically prescribed by an employer and/or specifically related to the job and sector within which the vacancies offered are situated. However, the Supplier may define their own selection processes and/or assessments as part of their approach to recruitment of learners.

## 7. FUNDING CONDITIONS

You must not transfer funding between the following budgets:

- Skills Bootcamps
- ESFA funded AEB
- 19 to 24 traineeship programmes
- Level 3 adult offer
- Apprenticeships
- Advanced learner loans bursary fund
- Advanced learner loan facility
- Multiply

The Authority will not fund any part of any learner's learning aim or programme that duplicates provision they have received from any other source.

An adult may generally only undertake one Skills Bootcamp per funding year (1 April to 31 March) and must not be on more than one Skills Bootcamp at any one time. The Supplier has an obligation to ask prospective learners whether they have already undertaken a Skills Bootcamp in that funding year.

However, where an individual starts a Skills Bootcamp and then realises that it is not suitable for them for whatever reason, they may start, and be funded for, another Skills Bootcamp so long as only the first milestone payment (or less) has been reached (limited to two starts per funding year).

Where an employer is training an existing employee, they must contribute to the cost of the course. In the case of large employers, the Authority will cover 70% of the cost of the Skills Bootcamp with the remaining 30% of the agreed learner rate to be funded by the employer. Existing employees are defined as someone directly employed by the employer, not a worker, sub-contractor freelancer, director or officeholder. However, where a director or office holder is also an employee the employer will be expected to contribute. Further information on [employment status](#) is available.

In the case of small and medium employers, the Authority will cover 90% of the cost of the Skills Bootcamp, so the employer contribution is reduced to 10%. A small or medium sized employer is defined as having fewer than 250 employees.

The Supplier is free to agree further funding contributions from employers should they want to enhance the content of the Skills Bootcamp.

The Supplier is responsible for ensuring they collect, and maintain evidence of, payment of the employer's contribution.

Courses are fully funded by the Authority for independent learners (individuals not being co-funded by their employer), and for the self-employed.

Individuals must not be charged for any element of the Skills Bootcamp.

Supplier contracts will be awarded and run for a 12-month term. They will be awarded at Lot level and capped as per the overall contract value. Within the contract there will be a description of the contracted services to which you are expected to deliver as part of your contractual fulfilment obligations. The Supplier can move contracted provision between different Skills Bootcamps within their contract including learner volumes which may be flexed across the specified services to be delivered, however, such movement can only be within the scope of services outlined within the contract and should be within the overall contract value. All movement of provision between Skills Bootcamps must be discussed and agreed with the Authority in advance.



Milestones 1 and 2 must be completed by 31 March 2024 (see table below for further detail). Learner outcomes must be achieved within six months after the end of the Financial Year, i.e., by the end of September 2024.

The Supplier must deliver against the individual contracted services that constitute the overall contract - this is both in terms of type of service to be delivered as well as the associated learner volumes.

There are three payment milestones associated with a learner on a Skills Bootcamp. Payments will be made on the following basis.

**Table 1: Payment Milestone Details**

Milestone	Descriptor – see glossary for further detail	% of agreed unit rate claimable	Payable on
1	Learner start	40%	Completion of 5 qualifying days equating to at least 5 guided learning hours within this period
2	Learner Completion	35%	<p>Successful completion of the training programme including passing any required assessments AND ONE of the following dependent on learner circumstances:</p> <ol style="list-style-type: none"> <li>1. For fully funded/ independent learners. An offer of an interview on completion of the Skills Bootcamp for either a new job which must be intended to be continuous employment for at least 12 weeks or an Apprenticeship, that utilises the new skills acquired through the Skills Bootcamp.</li> <li>2. For Employer co-funded learners. An offer of a new role with their existing employer, or their existing role but with additional responsibilities that utilises the new skills acquired through the Skills Bootcamp.</li> <li>3. For self-employed learners. Written confirmation/plan from the learner of how the new learning has been/will be applied to acquire new opportunities/contracts that utilises the new skills acquired through the Skills Bootcamps.</li> </ol>

Milestone	Descriptor – see glossary for further detail	% of agreed unit rate claimable	Payable on
3	Learner Outcome	30%	<p>On demonstration that the learner has achieved a positive outcome (by 30 September 2024) which is either:</p> <ol style="list-style-type: none"> <li>1. For fully funded/independent learners. An offer of a new job which must be intended to be continuous employment for at least 12 weeks, or an apprenticeship, that utilises the new skills acquired through the Skills Bootcamp.</li> <li>2. For employer co-funded learners. A new role with their existing employer, or their existing role but with additional responsibilities that utilises the new skills acquired through the Skills Bootcamp.</li> <li>3. For the self-employed. Obtaining new contracts or new opportunities that utilise the new skills acquired through the Skills Bootcamp.</li> </ol> <p>Suppliers should note that the learner must have completed the training element of the Skills Bootcamp to be able to claim an outcome payment.</p>

The Authority recognises that there may be instances where a learner has changed their status part way through their Skills Bootcamp, e.g., from self-employed to actively looking for, and obtaining, a job and therefore their expected completion/outcome has changed. Where that is the case, you should discuss this with your Contract Manager to confirm what evidence requirements are expected to enable a claim to be made.

## 8. DATA REPORTING REQUIREMENTS

The Supplier must supply accurate data in accordance with the following:

- in adherence with the UK GDPR and DPA 2018;
- to support payments to be made;
- to enable reconciliation to take place;
- to support the contract management and assurance processes;
- to respond to any reasonable written request; and
- Audit arrangements

The Supplier must:

- submit performance management information on a monthly basis
- submit data sheets in relation to all applicants, learners and employers (your nominated Contract Manager will provide this)

In order to ensure the timely reporting of data the Supplier should report on the next monthly reporting cycle:

- new learner starts
- learners completing
- learner drop-outs; and
- job outcomes for Learners following an offer of a job by an employer to a learner
- new opportunities/contracts for the self-employed

You must not report inaccurate information that would result in an overstatement of the funding claimed. Where your data does not support the funding claimed, we will take action to correct this, and we will recover funds you overstated.

Where we are concerned about the quality of the data provided by you, including the completeness or accuracy of the data, we may require you to supply data more frequently for such a period as we deem appropriate and agree how you will improve the quality of your data. We may audit your data and controls, including to gain assurance that the quality improvements have been made.

## 9. DATA RETURNS

Data sheets must be submitted to the Authority in a secure manner, to be outlined by the Authority. Your Contract Manager will provide this.

## 10. BREAKS IN LEARNING

The Supplier and the learner can agree to suspend learning while the learner takes a break from learning. This should be discussed with the Authority before final agreement with the learner.

The Supplier must record the date a learner starts a break in learning and the date they restart their learning.

The Supplier must have evidence that the learner agrees to return and continue with the same learning aim; otherwise, the Supplier must report the learner as withdrawn. When the learner returns to learning, the Supplier must re-plan and extend the remaining delivery as required.

The Supplier must not use a break in learning for short-term absences, such as holidays or short-term illness.

## 11. EVALUATION

The Supplier will be required to work with the Authority and its appointed Evaluators to ensure that the data collected for this contract can contribute to the end-of-project evaluation. This will require the Supplier to provide full, accurate and timely Skills Bootcamp data submission sheets to support these aims and participate in up to two qualitative interviews with research contractors acting on behalf of the Authority.

The Supplier must inform participating employers of the evaluation and the research activities. Employers will be asked to take part in up to two qualitative interviews and up to two surveys to understand the impact of Skills Bootcamps on employers and the workforce.

The Supplier will be required to take part in online interviews lasting up to one hour with the person or persons responsible for implementing Skills Bootcamps. The interviews will cover implementation issues including choices of and rationale for delivery methods, and the structure of training content.

The Supplier will also be required to take part in outcome interviews to discuss the delivery of Skills Bootcamps over the lifetime of the programme and their thoughts on the outcomes achieved by learners and employers. This would include a focus on three main measures: skills development, employment, and wages.

## 12. EVIDENCE

The evidence pack for a Skills Bootcamp must contain evidence to support the funding claimed and must be available to us as requested. In reviewing this evidence, we are seeking assurance that the learner exists and that they have undertaken the activities claimed for. Refer to section 15 on the use of electronic evidence, including electronic/digital signatures.

The evidence pack must contain:

For each Skills Bootcamp

- Full details of all the aspects of the learning to be carried out, including supporting evidence of the number of planned guided learning hours
- Evidence that all employers engaged with the Skills Bootcamp have received the Skills Bootcamp Employer Privacy Notice and agreed to the collection and sharing of data as set out in the Notice
- A description of how you will deliver the learning and skills and how the learner will achieve.

For each individual learner

- Evidence that the learner exists.
- evidence that a learner is not currently undertaking, or has undertaken, an additional Skills Bootcamp in this financial year (self-declaration). All self-declarations must confirm the learner's details and describe what the learner is confirming for requirements set out in this document. The learner must confirm the information is correct when it is collected. You must have evidence of this, which can include electronic formats.
- evidence of employer contributions (as appropriate)
- evidence that learning is or has taken place including completion of any assessments
- evidence of the time spent on, as well as pastoral support provided as well as employability skills delivered during the Skills Bootcamp, and

- evidence of receipt of the Skills Bootcamp Privacy Notice (to be provided your nominated Contract Manager) and link to the Complaints/Whistle-blower Helpline
- the learner must confirm information they provide is correct when it is collected, and

To support claims for the Learner Start payment:

- Learner enrolment documentation

To support claims for the Learner Completion payment either:

- fully funded/independent learners' evidence of an offer of job interview for a role that matches the new skills acquired through the Skills Bootcamp, or
- where the learner has been trained by their own employer, evidence that they have been offered a new role and/or responsibilities that matches the new skills acquired through the Skills Bootcamp, or
- where the learner is self-employed, written confirmation/plan from the learner indicating how the new learning has been/will applied to acquire new opportunities/contracts.

To support claims for the Learner Outcomes payment either:

- fully funded/independent learners - evidence of an offer of a job which utilises the skills gained through the Skills Bootcamp which must be intended to be continuous employment for at least 12 weeks, or an Apprenticeship, or
- where the learner has been trained by their own employer evidence of progression to a new job role or their existing role but with additional responsibilities, or
- where the learner is self-employed, evidence that they have procured new contracts or secured new opportunities, or

The Authority recognises that there may be instances where a learner has changed their status part way through their Skills Bootcamp e.g., from self-employed to actively looking for, and obtaining, a job and therefore their expected outcome has changed. Where that is the case, the Supplier should discuss this with your Contract Manager to confirm what evidence requirements are expected.

As part of the initial contract mobilisation the Authority will formally agree with you what forms of evidence are acceptable taking into consideration your existing processes, and the Lots you are contracted to deliver.



Sampling of evidence will be done throughout the Contract Period to verify evidence to support claims submitted by the Supplier. In cases where irregularities are identified, the Authority reserves the right to carry out further checks and other remedial action.

If, on review, the evidence provided by the Supplier is deemed insufficient to substantiate a data submission by the Supplier, or the data submitted by the Supplier is otherwise found to be incorrect, the Authority will look to reclaim any funds which were paid out based on that data submission. This may be done through making adjustments to subsequent payments to the Supplier. The Authority also reserves the right to suspend payments to the Supplier where data quality gives rise to concern about the accuracy of the data provided by the Supplier.

### 13. CONFIRMATION AND SIGNATURES

The learner or employer must confirm the information is correct when it is collected. The Supplier must have evidence of this, which can include electronic formats.

The Authority will accept electronic evidence, including digital signatures, but the Supplier must have wider systems and processes in place to assure the Authority that residents exist and are eligible for funding.

Both electronic and digital signatures are acceptable, the Authority does 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.

Where an electronic or digital signature is being held, from any party for any reason, the Supplier 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 the Authority 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.

The Supplier must keep effective and reliable evidence. The Supplier is responsible for making the evidence you hold easily available to the Authority when we need it.

## 14. PERFORMANCE MANAGEMENT

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.

### Annual Review

A review of all providers will take place before 1<sup>st</sup> April 2024. This will determine an annual risk rating and will inform the performance management arrangement that will apply to any subsequent agreements, if applicable.

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:

- 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 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)

The Supplier must submit a delivery profile for each Skills Bootcamp at the start of the contract which will be used to monitor delivery performance.

The Supplier must attend as a minimum monthly performance review meetings with the Authority and will be required to present relevant/requested supplier management information, to include, but not restricted to:

- delivery performance
- subcontractor performance
- delivery risks and mitigations
- Sample checks of learner files
- Next steps/learner outcomes at the time of the course completion
- Evidence of learner tracking of progression
- Sub-contracting arrangements
- Other contractual requirements
- Outcome of financial risk assessment and any action required
- Review of 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)
- Review of performance against the following Key Performance Indicators outlined in your contract.

**Table 3: Key Performance Indicators (KPIs)**

Key Performance Indicator	Descriptor	Minimum expected level of achievement
Guaranteed Interview for each Learner on the Skills Bootcamp	Interview must be for a job (which can be an Apprenticeship) (or access to new opportunities in the case of the self- employed). The interview must be for a job that matches the skills acquired by the Learner through the successful completion of the Skills Bootcamp.	100%
Career Progression	<p>Learners not in work/independent Learners: Should get a new job (which can be an Apprenticeship) within 6 months of completion of their Skills Bootcamp, that utilises the skills acquired in the Skills Bootcamp</p> <p>Employed Learners being supported by their employers: Should get a new or different role with additional responsibilities within 6 months of completion of their Skills Bootcamp, that utilises the skills acquired in the Skills Bootcamp.</p> <p>Self-employed Learners: Should secure new opportunities/contracts within 6 months of completion of their Skills Bootcamp, that utilises the skills acquired in the Skills Bootcamp.</p>	75%

Key Performance Indicator	Descriptor	Minimum expected level of achievement
New Skills	Learners who successfully complete a Skills Bootcamp will have acquired new skills within the scope of the Skills Bootcamp programme.	100%
Referral to alternative Opportunities	Learners who are unsuccessful at post completion interview should be referred to other job and training opportunities.	100%
Learner Drop-Out Rates	Robust recruitment and Learner support processes must be in place to minimise Learner drop- outs.	<= 20%
Employer Engagement	Every Skills Bootcamp should be able to evidence Employer Engagement at the Design Stage, during the Delivery Stage and Post Skills Bootcamp Stage, supporting the Learner into the improved outcome.	100%
Employer Co-Funding	<p>Where they are training their own existing employees*, all employers must co-fund the training with a cash contribution.</p> <p>*Existing employees are defined as someone directly employed by the employer, not a worker, sub-contractor freelancer, director or officeholder. However, where a director or office holder is also an employee the employer will be expected to contribute. Further information on <a href="#">employment status</a> is available.</p> <p>** SME defined as an employer with less than 250 employees.</p>	<p>=/&gt;30% of Skills Bootcamp Cost</p> <p>=/&gt;10% of Skills Bootcamp cost if the employer is an SME**</p>
Social Value	<p>Total percentage of full-time equivalent (FTE) people from groups under- represented in the supplier workforce employed under the contract, as a proportion of the total FTE contract workforce</p> <p>Contractor to declare percentage position at contract start and achieve a 10% improvement on that starting position by contract end. i.e., If at contract start the 20% are from under-represented groups, a 10% improvement would mean that by contract end 22% are from under-represented groups.</p> <p>Under-represented groups include, but not exclusively ethnic minority background, disability, female, veterans, prison leavers.</p>	10% Improvement within the lifetime of the contract from the starting position

The Authority will review delivery progress against the delivery profile on a monthly basis. The Authority may, if applicable, adjust the planned values accordingly where delivery is predicted to vary from delivery profile.

You must engage with the Authority to support continuous improvement of your Skills Bootcamp delivery and demonstrate that you have taken action against their recommendations.

The Supplier should note that failure to make reasonable efforts to achieve good outcomes for learners will be considered a breach of contract.

## 15. SUBCONTRACTING

The Supplier must have a written contract with their subcontractor. It must set out the respective responsibilities of both the institution and the subcontractor. The contract must entitle the institution to exercise management controls over the subcontractor's activity including access by auditors appointed by either the institution or the funding body.

The Supplier is responsible and liable for all delivery through their subcontractors. This includes any omissions or errors that may occur.

The Authority recognises that arrangements in relation to sub-contracting may be subject to future change. You must alert the Authority in advance of any planned changes to your subcontracting model including any plans to bring in new delivery partners. The Authority reserves the right to reject any proposed subcontractors for any reason.

The Supplier must provide details of all delivery partners and their performance as part of their monthly return.

## 16. PUBLICITY AND COMMUNICATIONS

Suppliers, and where appropriate sub-contractors, are required to provide a web link to more information about your Skills Bootcamp(s) and how to sign up. The link will be shared on the List of Skills Bootcamps on Gov.uk - [List of Skills Bootcamps - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/collections/list-of-skills-bootcamps). Your Contract Manager will provide further details on how to do this.

The Supplier must adhere with the Authority's and DfE's communications guidance and Skills Bootcamps should be advertised, marketed and delivered in accordance with the specified naming convention and branding. Your nominated Contract Manager will provide you with a pack that outlines the mandatory requirements along with some optional guidance to support you.

The Supplier must promote Skills Bootcamps in such a way as to recruit an eligible, diverse group of learners:

- Opportunities should be promoted to eligible learners through a variety of channels based on those which are more likely to encourage applications from a wide range of adults, including those with protected characteristics
- By making clear in communications the eligibility criteria for the Skills Bootcamp
- By making clear in communications the requirements and expectations of the Skills Bootcamps including the objective of moving to a new/better job.

## 17. COMPLAINTS

Suppliers, and where appropriate sub-contractors, must ensure that all applicants, learners, and staff linked to Skills Bootcamps delivery are aware of the Authority's Whistleblowing and [Complaints](#) policies and processes.

This will be monitored as part of the contract monitoring process.

Please note, this guidance is based on the Department for Education's guidance for 2022 to 2023 financial year, and as such, may be updated/replaced in line with DfE guidance during the course of this Contract.



## Annex A – Learner Eligibility

### Annex A 1 – General eligibility

To be funded, learners must meet all the following criteria:

- must be aged 19 or older, or will reach their 19th birthday on or before 31 August 2023 and
- have the right to work in the UK. This can be checked [on gov.uk/view-right-to-work](https://www.gov.uk/view-right-to-work) and
- meet residency requirements. Please see Annex A 2 – UK Nationals and other persons with right of abode (below).
- live in South Yorkshire, further detail is provided below.

The Authority uses the term ‘learner’ to cover those South Yorkshire residents and businesses who are located within the South Yorkshire region (i.e., Barnsley, Doncaster, Rotherham or Sheffield).

Eligible residents and businesses will have a post code which confirms their location to be in Barnsley, Doncaster, Rotherham or Sheffield. The ESFA will release a file with eligible postcodes here: <https://www.gov.uk/government/publications/uplift-factors-and-postcode-files>

### Annex A 2 - UK nationals and other persons with right of abode

1. Individuals who meet the criteria in Annex A 1 (General Eligibility) and they are
  - UK nationals or other person with a right of abode<sup>1</sup> 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

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<sup>1</sup> 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.

- 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
  - 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 EEA

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 <sup>2</sup>
  - Calais leave to remain<sup>3</sup>
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.

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<sup>2</sup> 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

<sup>3</sup> 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.

18. You may wish to find information, advice and support on eligibility from the UK Council for International Student Affairs. <https://www.ukcisa.org.uk>
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.
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	Descriptor
5 qualifying days	For funding purposes, 5 qualifying days means that a learner attended day 1 of their Skills Bootcamp and undertook the required study and remains on programme on day 5 (calendar days) having completed a minimum of 5 guided learning hours.
Accelerated Apprenticeship	An accelerated apprenticeship means the apprenticeship's planned duration is shorter by at least 3 months than the typical duration of the standard, based on recognition of prior learning. Minimum requirements of an apprenticeship must still be met (12-month minimum duration and 20% off-the-job training).
Authority	Department for Education (DfE). Contracts will be issued via the Education and Skills Funding Agency (ESFA) who will be responsible for managing payments. DfE will assign a dedicated Contract Manager who will work with providers on ongoing basis bringing in other DfE colleagues as required.
Co-funded Learner	Employed individuals where the employer is co-funding the learning
Learner completions	<p>CORE FOR ALL LEARNERS Successful completion of the training programme including passing any required assessments. PLUS dependent on learner type</p> <p>Fully funded/independent</p> <p>CORE + securing written evidence of an offer of an interview for either a job which must be intended to be continuous employment for at least 12 weeks or an Apprenticeship which utilises skills gained through the Skills Bootcamp</p> <p>Employer co-funded learner</p> <p>CORE + Written confirmation from the employer of offer of a new role with their existing employer or their existing role but with additional responsibilities that matches the new skills acquired through the Skills Bootcamp.</p>



Term	Descriptor
Learner Completions	<p>Self-employed Learn</p> <p>CORE + written confirmation/plan from the learner of how the new learning has been/will be applied to acquire new opportunities/contracts that utilise the new skills acquired through the Skills Bootcamps</p> <p>Learners on Pathway to Accelerated Apprenticeships Skills Bootcamp only</p> <p>CORE + Securing written evidence of an offer of an interview for the offer of an accelerated apprenticeship interview. The apprenticeship must be linked to the skills acquired on the Skills Bootcamp.</p>
Employment status	<p>The main types of employment are:</p> <ul style="list-style-type: none"> <li>• Worker</li> <li>• Employee</li> <li>• Self-employed</li> <li>• Contractor</li> <li>• Director</li> <li>• Office holder</li> </ul> <p>More information on <a href="#">employment status</a> is available</p>
Funding Model 37	<p>Identifies the funding methodology we apply to submission of finalised ILR data. More information is available in the <a href="#">2022 to 2023 ILR Specification</a>.</p>
Guided Learning Hour (GLH)	<p>Time a Learner spends being taught or instructed by, or otherwise participating in education or training under the immediate, real-time guidance of a lecturer, supervisor, tutor or other appropriate supplier of education or training, whether online or in person. Pre-recorded content does not count towards GLHs.</p>
Independent Learner	<p>Individuals not being co-funded by their employer</p>

Term	Descriptor
Learner Outcomes	<p>Fully funded/independent</p> <ul style="list-style-type: none"> <li>• Offer of new job which must be intended to be continuous employment for at least 12 weeks, or an apprenticeship that utilises the new skills acquired through the Skills Bootcamp.</li> </ul> <p>Employer co-funded learners</p> <ul style="list-style-type: none"> <li>• A new role – A new role with their existing employer, or their existing role but with additional responsibilities that utilises the new skills acquired through the Skills Bootcamp.</li> </ul> <p>Self-employed</p> <ul style="list-style-type: none"> <li>• The learner obtaining new contracts or new opportunities that utilise the new skills acquired through the Skills Bootcamp.</li> </ul> <p>Learners on Pathway to Accelerated Apprenticeships Skills Bootcamp</p> <ul style="list-style-type: none"> <li>• An accelerated apprenticeship with a new employer or existing employer that utilises the skills acquired through the Skills Bootcamp.</li> <li>• A job (which is not an apprenticeship) that utilises the new skills acquired through the Skills Bootcamp</li> <li>• Upskilling of an employee into a new role or their existing role but with additional responsibilities that utilises the new skills acquired through the Skills Bootcamp.</li> <li>• A new opportunity or contract where the learner is self-employed (note: we expect this to be an unlikely outcome for this model) gained as a result of the new skills acquired through the Skills Bootcamp.</li> </ul> <p>Offer of an apprenticeship that has not been accelerated cannot be claimed for the Outcome payment in Lot 6.</p>
RRPA	Recognising and Rewarding Progress and Achievement
SFIA	Skills Framework for the Information Age

Term	Descriptor
Small or Medium Enterprise (SME)	A small or medium sized employer is defined as having fewer than 250 employees.
Start	For reporting purposes within the contract monitoring plan and data sheets you should record Day 1 of the training. For payment purposes the learner must have completed 5 qualifying days equating to a minimum of 5 GLH within this period.



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