

Partnership Policy 20/21

1. Introduction

The Chichester College Group sub-contracts work to other organisations, such as training providers, to deliver training services. This is done for a number of reasons, for example: to enable charities to offer training to clients or volunteers; to offer specialist training that is not within the Group's areas of expertise; to provide training in areas outside the Group's typical geographical reach.

The Group has a long history of working with partners to deliver high quality teaching and learning. In recent years this work has included Learner Responsive, 19+ classroom based provision, community learning and Apprenticeship delivery (16-18 and 19+) funded by the Skills Funding Agency and Higher Education.

This policy is intended to:

- ensure the strategic vision and quality standards of the Group are met by sub-contracting organisations
- to ensure that learners have a high quality experience
- to ensure value for money is achieved for all government funding
- to limit the risk involved in managing sub-contracted provision

2. Scope

This policy:

- Applies to all staff working for the Group.
- Covers all sub-contracted provision within the Group.
- Covers all income sources (funded and fees).
- Is to be used to ensure consistency of approach when working with sub-contracting organisations.

3. Principles

The principles used to determine whether the Group will contract with a sub-contractor are:

- Organisations that complement existing provision will be selected to be sub-contractors of the Group.
- All sub contracted provision will meet current Education and Skills Funding Agency guidelines where the provision is covered by ESFA funding rules.
- Due diligence and Due Diligence Refresh is to form an essential part of the contracting process.
- Each sub-contractor will be required to abide by relevant Chichester College Group policies and procedures.
- If for any reason a sub-contractor of the Group cannot fulfil its training commitments, the Group will make every effort to ensure that learners are able to complete their qualifications or training with another provider.
- Sub-contracting performance will be monitored by the Group Leadership Team and the Governing Body.

4. Rationale

Partners are sought for one or more of the following reasons:

- To capacity build.
- To engage with new markets.
- To grow niche provision.
- To provide access to, or engagement with, a new range of learners.
- To support employers with a wide geographic remit.

The Group is committed to developing a Partnership Strategy during 2020-21. The strategy will build on Group experience to date in sub-contracting, the current and future funding environment and have a view to prioritising engagement with partners who:

- Are aligned to key sectors identified as skill priorities in the region and by the Local Enterprise Partnership.
- Can demonstrate consistently high quality delivery and success rates - at least 6% above the national average.
- Can facilitate a high level of progression into full-time employment or higher learning for our learners.
- Are financially secure and do not expose the Group to high levels of financial risk.
- Have or are committed to adopting robust quality assurance processes that complement those in place at the Group.
- Will allow the Group to capacity-build in new sectors or geographic locations to enable us to move to a position of direct delivery.

5. Contracting

- All sub-contracting contracts entered in will be signed by the Chief Executive.
- The contract document will set out the maximum amount of funding available to each sub-contractor.
- Any contract which proposes that in one year a value of £1m or more is to be awarded to one sub-contracting organisation has to be approved by the Governing Body before signature by the Chief Executive.
- Any change to a sub-contractor's agreement which means that their funding in one year would exceed £1m, will require approval by the Governing Body.
- No sub-contractor will be given access to funding until due diligence has been completed and a contract of agreement has been signed by the Chief Executive of the Group and a senior representative of the sub-contracting organisation.
- Each sub-contractor will receive sufficient funding to cover the duration of the programme for each enrolled learner.

6. Publication of information

In compliance with Education and Skills Funding Agency and other agency funding rules, the Group will publish its partnership fees /charges and actual end of year fees /charges on its website at the start of each contract year (August).

7. Fees and Services

The standard management fees for new college partnership contracts in relation to the period from 01/08/2020 for the academic year 2020/21 are between 15-20% for all provision.

These rates have been calculated to include the costs of managing and administering subcontracting arrangements, the electronic and paper systems used within the relationship and the additional value offered to partners in terms of CPD and support to ensure compliance.

There may be some slight variations in fees charged for the support provided to different subcontractors. These are for a variety of reasons but could include additional support measures put in place to manage under-performance by partners.

The standard management fee can be reduced after the first contract year where success rates are over 83%.

All contracting arrangements are renewed on an annual basis in line with annual government funding cycles.

Payments to partners will be made monthly in arrears, based on the Provider Funding Report (PFR). A checklist of key dates and deadlines for paperwork to be received for inclusion in the return to the Education and Skills Funding Agency will be provided by the Group.

In return for the fees charged, the Group performs the following services and provides support in the following areas:

- Due diligence and Due Diligence Refresh quality checks;
- Paperwork submission quality and accuracy checks;

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- Monitoring visits, both scheduled and un-scheduled;
- Monthly performance monitoring meetings to cover progress of learners, breaks in learning, monthly starts against target and a financial forecast;
- MIS data monitoring for completeness, accuracy and financial payments;
- Audit checks of files including management of funding agency audits;
- Course code set-ups for all courses to be delivered;
- Observations of teaching, learning and assessment and other quality assurance support to ensure the consistency of high quality IAG, teaching and learning and progression;
- Learner voice surveys with feedback and required actions;
- Scheduling, monitoring and activating monthly partner payments;
- Administrative support to ensure all paperwork is audit and ILR compliant and safely stored and uploaded onto ESFA systems;
- Access to the Group's online training modules (Safeguarding including PREVENT, Equality and Diversity and Health and Safety and Employer Rights and Responsibilities);
- Annual Partner Training Conference to share good practice.

Additional charges:

Partners will incur the following charges if additional activity is required to address poor performance or reduce risk:

Compliance Issue	Cost to partner
MIS Compliance	
Returning enrolment forms or other documents due to incorrect completion	New starts will not be accepted if non-compliance continues into month 3 of the contract. This may result in financial claw back.
Quality Assurance Compliance	
Self-Assessment report not completed on time, in full or to a satisfactory standard	£50 per hr consultancy support plus VAT
Quality Improvement Plan not produced on time, in full or to a satisfactory standard	£50 per hr consultancy support plus VAT
Additional Services	
Registration of learners with Awarding Body using Group centre number.	Cost plus 10%
Certification of learners with Awarding Body	Cost plus 10%
Internal Verification	£40 per hr plus VAT

8. Quality Assurance

Partnership work makes up a large proportion of Group's employer responsive provision.

Quality will be monitored and managed through existing Group quality assurance processes which are fully enabled to support all partnership activity.

9. Contingency Plans

A contingency plan safeguards learners in the event that a Partner withdraws from the arrangement or goes into liquidation or administration.

The Group may terminate a partnership contract to protect its learners in any of the following instances.

1. Evidence of consistently poor teaching, learning and assessment and a failure of the Partner to address this despite ongoing support from the College.
2. A Partner withdrawing from the arrangement.
3. A Partner falling into liquidation or administration.
4. A Partner fails to meet requirements of the Group Safeguarding requirements.
5. An Education Skills Funding Agency notice of concern.

In all of these cases the College will firstly consider the possibility of direct delivery. If this is not viable, the transfer of learners will be offered to one of the Group's other existing providers with the same geographic reach. If that is not feasible option, a new partner will be sought. Provided they pass through the due diligence process, the new partner will take over the learners.

Learners will be informed and supported throughout this process by the Partnership Team to ensure a smooth transition.

If contract termination procedures are implemented, partners are contractually required to co-operate fully with this process. Failure to comply with the requirements will result in withheld payments until a satisfactory resolution is achieved.

10 Status of this policy

This policy was updated and approved by the Group Leadership Team in June 2020 and supersedes all previous documentation.

This operation of this policy will be kept under review by the Chief Financial Officer. It may be reviewed from time to time by the Group Leadership Team.

This policy has been impact assessed to ensure that it does not affect individuals on the grounds of their protected characteristics.