

## Fees Policy including Sub-Contracting & Supply Chain Policy

**Signing off requirements:**

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Relevant Union(s)	n/a	Vice-Principal – Quality & Planning
Corporation	March 2019	
Single Equality Duty Committee (SED)		

	Date
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## **Introduction**

- 1) The aim of this policy is to ensure that:
  - a) Kensington and Chelsea College has a fees policy that is fair, equitable and clear, to ensure tuition fees and associated charges are based upon robustly calculated methods and that revenue is optimised
  - b) Any barriers to participation presented by tuition fees and associated charges are mitigated as much as possible by providing flexible payment options and/or assisting learners to access appropriate financial support to meet the cost of these.
  - c) Kensington and Chelsea College can respond flexibly to market forces and government policy, whilst recognising fee guidance issued by the Education Funding Agency, the Skills Funding Agency, and the Higher Education Funding Council for England.
- 2) This document provides a reference source for calculating tuition and associated fees, payment arrangements, other charges, and remission rules for the 2018-2019 year. Extracts from this document may be used as guides for learners, curriculum staff, and those involved at enrolment. No course should be offered unless it has been approved through the College's formal course planning process which will include agreement on fee levels. These will be set at individual course level with due regard being given market forces and may, as a result, vary from the base calculation.
- 3) Throughout this policy reference is made to "home" students. Unless stated differently in sections 2 to 7 below, "home" is defined as being normally resident for 3 years in the UK, or an EU or EEA country. Students who are 16-18 years old with indefinite leave to remain in the UK are treated as "home" students regardless of the length of residency
- 4) The policy also includes details on our supply chain fees and charges policy applicable when funded delivery is subcontracted to another entity to deliver.

## **FE Funded Learners**

- 5) FE learners who are, with reference to the latest funding guidance, because of their age and/or employment status and/or prior qualification level, eligible for full funding for a course, are not to be charged tuition fees and do not normally pay examination/registration fees (see below) for that course. This includes Learners aged 19-24 who have a Learning Difficulty Assessment (LDA) or an Education, Health & Care Plan.
- 6) Depending upon the requirements of their programme, fully-funded learners may, however, be required to pay for specialist course materials, clothing/equipment they wish to retain for use outside of the course, photocopying & printing, or trips/visits that are not an integral part of their study programme.
- 7) The College will only charge examination or registration fees for fully funded learners on eligible courses in circumstances where the required attendance or completion of work has not been achieved, or the student fails without good reason to sit the examination for which the institution has paid. Charges may also be levied where a student re-sits an examination resulting from an initial examination failure or where a student re-sits an exam with the aim of achieving marginal improvements in grades.
- 8) The College may seek voluntary contributions from students or their sponsors but there will be no obligation to contribute and this will not in any way affect teaching, learning, or other entitlements.

- 9) Learners aged 19 or more enrolling on designated Level 3 or above programmes do not qualify for Government funding where they have already achieved a full level 3 qualification. In most cases these learners are eligible to apply for Advanced Learning Loans, which are paid directly to the College. The loan value will cover the combined costs of tuition and examination/registration fees. The loan will only be available for those courses advertised by the College with a “loan” fee type and learners will need to receive an Advanced Learning Loan letter from the College confirming course eligibility before they apply for the loan. Learners aged 19-23 taking a first full level 3 will remain eligible for full funding.
- 10) If an FE learner is ineligible for loan financing or chooses not to take up the loan, then the combined tuition and examination/registration fee will have to be paid for from their own resources along with any other course costs.
- 11) Learners who are aged at least 19 on the start date of the course may be required to pay materials or trip/visit fees, which are outside of the loan arrangements unless they are a mandatory part of the course.

#### **Adult Community Learning (formerly known as Adult Safeguarded Learning)**

- 12) Learners on Adult Community Learning programmes normally pay a fee; however, concessions will be available in full for the unemployed and in part for those aged over 60. **Fee rates are set out in appendix 1 to this document.**

#### **Higher Education**

- 13) The College provides several Higher Education programmes, either delivered directly by the College or through partner universities.
- 14) Where the fee is set by another Organisation (e.g. a University), the learner must pay this fee in full according to University rules. **Fee rates for Kensington and Chelsea College HE programmes are set out in appendix 1 to this document.**

#### **Non-European / International Students**

- 15) The above-mentioned categories apply to UK/EU learners who qualify for “home” student status (normally 3 years residency in the UK, or an EU or EEA country). The College is required to assess the status of all non-EU nationals prior to the start of their course. Where there is uncertainty over the status of non-EU nationals, guidance should be sought from Learner Services. If insufficient evidence is provided to prove eligibility, then the learner will be liable for the overseas fee rate.
- 16) The College will only enrol students who already have permission to study in the UK. In the case of international students, a non-subsidised fee is charged which is normally a higher rate than that charged to “home” students. **Fee rates for international students are set out in appendix 1 to this document.**

#### **Eligibility for support with fees and/or other course costs**

- 17) The College will apply the prevailing rules and guidance, issued by the Education and Skills Funding Agency, in determining whether a student is eligible for a reduction in the fees payable.

- 18) Students will be expected to declare, on application, that they are eligible for support based on their personal circumstances and provide the evidence, as identified by the College, confirming eligibility. The College reserves the right to charge the full fees payable should a student fail to provide satisfactory evidence.

#### **Commercial / Full Cost / Self Financing Courses**

- 19) Some training programmes and courses are run by the College with no external funding and therefore a commercial rate must be charged either to participating learners or a sponsoring Organisation. No remission applies to full cost courses, and Advanced Learning Loans cannot be obtained for such courses. **The standard basis for calculating fee rates is set out in appendix 1 to this document.**

#### **Full Cost “infill” into Mainstream Courses**

- 20) There are some occasions when an external Organisation (usually a school) wants to infill a single learner or a small number of learners into an established programme. The College receives no external funding agency income for these and so a full cost fee is chargeable. The College will normally base its fee on the equivalent to the funding which would be drawn down.

#### **Payment Methods**

- 21) All fees are to be paid in full at the start of a course, or a payment plan agreed in advance with the College.
- 22) Fees can be paid by cash, debit card, or credit card (except American Express). Fees are usually paid at the payment desk upon enrolment. However, in certain circumstances the fees may be paid subsequently through either Learner Services or the Finance department.
- 23) It is the intention that all fees will be agreed and set well in advance of enrolment so that the student has an expectation that no additional bills will be forthcoming during the academic year.
- 24) Where a student’s fees are to be met by a third party (such as their employer) the student must supply, at the time of enrolment, a letter from the company or Organisation confirming that fees will be paid. In the absence of such confirmation, the student remains liable for the full cost of the course.

#### **Payment by Instalments**

- 25) A scheme is available for the payment of fees by instalments so that Learners enrolling on courses of longer than 18 weeks duration may pay a 50% deposit on enrolment and the balance in 3 instalments by an agreed date. For September starts this will normally be before 31st December. Further details are available in The Payment by Instalments Policy.
- 26) If a deposit is paid then the student will receive an invoice for the balance. If it is expected that this will be covered by an HE or Advanced Learning Loan, then recovery procedures will be initiated if the first loan payment is not received from the Student Loan Company (for September starts normally before 31st December).

### **Non-payment of fees**

- 27) Continued attendance upon a programme of study is dependent upon payment of fees.
- 28) Students with outstanding fees due to the College (debts) will not be allowed to enrol onto a new course until the debt has been paid in full.
- 29) Non-payment of fees or failure to agree acceptable terms of payment may result in one or more of the following:
  - Examination entries not being processed; or
  - Examination certificates not being released
- 30) Unpaid fees will be referred to a solicitor or debt collection agency for recovery, including court action where necessary.

### **Refunds**

- 31) Fees will be refundable if the College should close a class or the attendance of the applicant is made impossible or inappropriate by some action of the College.
- 32) Fees will not normally be refundable in the event of a student withdrawing from the course and all outstanding fees become due immediately upon withdrawal from a course.
- 33) At the discretion of the College and where the student can demonstrate that extenuating circumstances exist to prevent them from continuing with their course, the College may authorise a refund or voucher for future study, as detailed in the Refunds Policy.

### **Transfers**

- 34) The following rules apply to transfers;
  - Where a student transfers from a course the College has closed to a suitable alternative high cost course, no additional charge will be made.
  - Where a student transfers to a same fee course, no additional charge will be made.
  - Where a student decides to transfer to a higher fee course, the student will pay the difference in fees.

### **Financial Support for Learners**

- 35) A range of bursaries and other financial support is available to learners. Details of the support available can be found on the College website, or from the Learner Support team.

## APPENDIX 1

### Fee Values

**FE (Including ESOL) Tuition fees** for home students are normally calculated by reference to the SFA's funding matrix which is updated annually. The precise fee level will, however, be determined as part of the College's formal course approval process recognising distinct delivery costs, anticipated group sizes and local and national market sensitivities.

All learners who are not fully funded pay the **full fee + materials fee + exam fee**. *Learners must be made aware that any additional materials used on their course will be charged as extras*. Learners who are fully funded do not pay any additional fees (e.g. exams, materials etc.)

#### Materials fees

Up to 30 GLH £10	Up to 120 GLH £25
Up to 60 GLH £15	Up to 449 GLH £35
Up to 90 GLH £20	450 GLH and over £45

Additional materials used in class (e.g. Visual Arts, Hair/Beauty) are charged at cost.

**Exam Fees** are course specific. Where exam fees for 18/19 are not known, charges will be made at the 17/18 rate + 3%.

**Adult Community Learning** Tuition fee is generally calculated as a minimum of £6.60 per GLH. Those in receipt of unemployment benefits will be entitled to free tuition. Those aged over 60 at the start of the course will receive a discretionary discount of between 10% and 50% dependent on the course.

**Overseas fee** a base rate of £8,500 is normally used for a full-time programme; part time programmes are broadly based on pro-rate (GLH/450); as with all our courses this may be varied by market forces as part of course approval or when pricing a specific offer.

**Full Cost tuition fees** are to be based on market conditions with a guide rate of £9 per GLH. Where a client/employer is paying for an entire class, fees are to be based upon a minimum group size of 12. The actual fee chargeable will be agreed in discussion with the client, considering factors such as location and the degree of tailoring required to run the course.

**HE** for courses directly delivered and funded by HEFCE are normally charged at £5,950 for a full-time course and pro-rata for part-time. Courses run through partnership are charged in line with partner requirements.

**Advanced Learning Loans:** Where a learning aim would be eligible for an Advanced learning loan, non-international learners aged 19+ on the start date of the course will be charged based on the latest SFA listed value.

**KCC staff and Governors** can access free tuition for full cost, or ACL, courses up to 4 hours per week – this concession is only available if the course has enough numbers to run. Enrolment on this basis is only available on the day prior to course start.

**Full-time students (excluding overseas students) wishing to study an additional funded part time course up to 120 GLH may have PT fees waived.** *(This concession is only available if the course has enough numbers to run)*

AGE	Under 19	19-23						24 and over	
STATUS	Any	Employed (earning more than the Low Wage)			Unemployed/Declaration or Low Wage			Employed	Unemployed/Declaration Low Wage
PRIOR ATTAINMENT	Any	Under Full Level 2	Has Full L2 but not Full L3	Has Full Level 3 and above	Under Full Level 2	Has Full L2 but not Full L3	Has Full Level 3 and above	Any	Any
ESOL - Entry, L1 and L2	16-18	SF	SF	SF	Conc	Conc	Conc	SF	Conc
ACL	N/A	SF	SF	SF	Conc	Conc	Conc	SF/60+	Conc/60+
Cost Recovery	16-18	CR	CR	CR	CR	CR	CR	CR	CR
Entry Level	16-18	Conc	SF	SF	Conc	Conc	Conc	SF	Conc
Level1	16-18	Conc	SF	SF	Conc	Conc	Conc	SF	Conc
Level 2 (No entitlement)	16-18	CR	SF	SF	CR	Conc	Conc	SF	Conc
Level 2 (With entitlement)	16-18	L2E	SF	SF	L2E	Conc	Conc	SF	Conc
Level 3 (No entitlement)	16-18	SF*	SF*	SF*	SF*	SF*	SF*	SF*	SF*
Level 3 (With entitlement)	16-18	L3E	L3E	SF*	L3E	L3E	SF*	SF*	SF*
Access to HE (Level 3)	16-18	L3E	L3E	SF*	L3E	L3E	SF*	SF*	SF*
L4 and up inc HNC	HE*	SF*	SF*	SF*	SF*	SF*	SF*	SF*	SF*
HE Designated Courses (HND/Degree etc)	HE*	HE Fee applies to HE Courses - applications to these courses should have been made via UCAS.							
English Entry, L1 and L2	16-18	If learner does not have L2 in English (FS or GCSE grade C/4 or above) then Conc, otherwise SF							
Maths Entry, L1 and L2	16-18	If learner does not have L2 in Maths (FS or GCSE grade C/4 or above) then Conc, otherwise SF							

Fee Codes	If more than one fee code in a box, check each code left to right to see which may apply to the enrolment. These codes only apply to learners ELIGIBLE for ESFA Funding. If a learner is NOT eligible for ESFA funding then they will be required to pay a full cost equivalent fee (which may be the normal tuition fee, or an overseas fee depending on the status of the learner).
16-18	Apply the 16-18 Concession
HE*	A 16-19 learner may apply for any course listed on the UCAS website. They can make an application to SLC for a loan, otherwise they will have to pay the HE fee.
SF and SF*	Standard Fee must be paid, concessions are not available for this category of learner. Where an Advanced Learning Loan may be available are marked SF* - check loans list for eligibility.
Conc	Apply fee concession according to employment and benefit status
L2E	Level 2/3 Entitlement concession applies to the standard fee - courses with entitlement will have the entitlement concession. If the concession is not available, the course does not have it.
L3E	Level 2/3 Entitlement concession applies to the standard fee - courses with entitlement will have the entitlement concession. If the concession is not available, the course does not have it.
CR	Cost recovery fee applies (The college is only offering this course as full cost; no concessions are available). Where in ORANGE, this is because the funding rules state explicitly these learners are not funded and so must pay full fee.
60+	A concession is available on Adult Community Learning funded courses where the learner is 60 or over at the commencement of the course. Note that learners 60 and over cannot claim concession for unemployment
<b>Age</b>	
Age is determined at start of course, i.e. if a learner is under 19 on 31 Aug of the teaching year, then they are classed as under 19 for the whole of their course. Where a learner is aged over 19 on 31st August, you must take care to check the start date of their course, if they are 23 and their 24th birthday falls before the start of their course. Do not use the date you enrol a learner - only the start date of their course.	
	Full Level 2 is 5 GCSEs at Grade C/4 or above, or a Technical Certificate, which appears in the QAS tables as a Full Level 2 Qualification.
	Full Level 3 is 2 GCE A Levels, or 4 GCE AS Levels, or a Technical Certificate, which appears in the QAS tables as a Full Level 3 Qualification.
	NARIC should be used to determine the value of overseas qualifications. Scottish Qualifications should be referred to MIS

<b>Learner Employment Status</b>	
<b>1. Unemployed</b>	<p>For the purposes of calculating fee remission, a learner is defined as <b>unemployed</b> if one or more of the following apply.</p> <ul style="list-style-type: none"> <li>a. They receive Jobseeker’s Allowance (JSA), including those receiving National Insurance credits only.</li> <li>b. They receive Employment and Support Allowance (ESA) and are in the work-related activity group (WRAG).</li> <li>c. They receive Universal Credit, earn either less than 16 times the national minimum wage / national living wage a week or £338 a month (individual claims) or £541 a month (Household claims) and are determined by Jobcentre Plus as being in one of the following groups: <ul style="list-style-type: none"> <li>i. All Work-Related Requirements Groups</li> <li>ii. Work Preparation Group</li> <li>iii. Work-Focused Interview Group</li> </ul> </li> <li>d. They are released on temporary licence and studying outside a prison environment and not funded through the Offenders’ Learning and Skills Service (OLASS).</li> </ul>
<b>2. Declaration</b>	<p>Learners may be fully funded, <b>at the discretion of the College</b>, if <b>both</b> of the following apply. The learner:</p> <ul style="list-style-type: none"> <li>a. <i>receives other state benefits (not listed in paragraph 1) and earns either less than 16 times the national minimum wage / national living wage a week or £330 a month (this is subject to change)</i></li> <li>b. <i>wants to be employed, or progress into more sustainable employment, if they earn either less than 16 times the national minimum wage / national living wage a week or £330 a month (this is subject to change), and <b>you are satisfied the learning is directly relevant to their employment prospects and the local labour market needs</b></i></li> </ul>
<b>3. Low Wage</b>	<p>Learners, who are employed and cannot contribute towards the cost of co-funding fees may be fully funded if they meet both of following:</p> <ul style="list-style-type: none"> <li>a. they are eligible for co-funding</li> <li>b. they earn less than £15,736.50 annual gross salary, based on the assumption of a 37.5hr contract with paid statutory holiday pay.</li> </ul>
<b>4. Employed</b>	<p>All other situations not covered above as 'unemployed' are regarded as 'employed' in the fees table.</p>

## APPENDIX 2

### Kensington and Chelsea College (KCC) Subcontractor and supply-chain fees and charges policy 2018/19

#### Introduction

The purpose of this Appendix is to define the basis on which any subcontracting arrangements will be managed. Where appropriate, KCC will contract with other parties to deliver programmes and activities funded by the government through its funding bodies. The organisation with which it contracts will be subject to the requirements set out below.

The management of subcontractors will be based upon the application of the risk principle. All subcontractors will be risk assessed in relation to the Colleges Quality Standards set in the quality framework. Information about the performance standards can be obtained from the Vice-Principal, Curriculum and Quality. All subcontractors will undergo detailed due diligence, and rigorous on-going monitoring, to ensure that their delivery meets the standards expected by KCC.

#### Reasoning for offering partnering opportunities

Like many other providers, KCC will look to subcontract some elements of ESFA funded provision to meet our customers', both local and regional, needs or to:

- expand our provision with new courses or delivery models that the College is currently not equipped to deliver or target specific communities KCC is unable to reach;
- diversify our provision in terms of scope or scale including the development of new SSA areas or geographies linked to new or existing business contacts that the College alone could not sufficiently provide coverage;
- support the development of provision for hard-to-reach learners within disadvantaged communities
- grow our provision mix and provide customers with niche or specialist provision offered by partners;
- maintain market share and look to expand contract values supporting smaller providers to develop and grow their specialist provision.

KCC focuses most of its recurrent funding on meeting the needs of residents, employers and communities in The Greater London area. For 2018/2019, KCC intends that all new contracts will be for delivery within the Greater London area as defined by the map provided by the GLA Intelligence Unit (found at [https://www.london.gov.uk/sites/default/files/gla\\_postcode\\_map\\_a3\\_map1.pdf](https://www.london.gov.uk/sites/default/files/gla_postcode_map_a3_map1.pdf)).

For certain provision, 'carried in', from 2017/2018 delivery may be outside this area. However, all remaining delivery fulfils the criteria noted above.

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## Supply Chain Fees and Charges for 2018/19

The typical percentage range of fees retained by KCC in 2018/19 to manage subcontractors will be 20%. This has been calculated to include the costs of managing and administering the 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 and improve and enhance the quality of teaching and learning.

There may be some slight differences in fees charged for, or the support provided, to different subcontractors. These are for a variety of reasons but could include:

- the use of College premises for delivery,
- specific delivery by College staff on elements of partner's programmes
- additional support measures put in place to manage under performance by partners.

Where contract values exceed £400k per annum the College may also enter into additional contractual requirements, e.g. requiring the sub-contractor to place staff on the College site to support contract management and quality assurance.

In return for the fees charged KCC provides the following services and support, where appropriate to the needs, and capacity, of the provider:

- Access to the whole College CPD programme that includes opportunities for subcontractors' staff to develop new course materials, improve teaching and learning practice and refresh knowledge of safeguarding, EDI, funding rules and audit compliance (including completing College paperwork and utilising College on-line systems to track learners progress, attendance and progression);
- Training for the observation of Teaching, Learning and Assessment to enable partners staff to undertake graded observations following KCC policies and procedures;
- Help to complete a Self-Assessment Review (SAR) that feeds into the wider college SAR and identifies areas of effective practice and areas of improvement for which partners can tap into support from KCC staff in Teaching and Quality;
- Access to a range of electronic tools to monitor learners progress, attendance and progression;
- Access to the College's planning and monitoring software to enable partners to effectively plan and monitor the provision that they deliver including the tracking of performance against profiles and funding earned to date;
- Administrative support to ensure all paperwork is audit and ILR compliant and safely stored and uploaded onto ESFA systems;
- Access to the College's Quality and CPD services that provide targeted action plans, for all staff, to improve their practice together with 1:1 and/or group support, coaching and training;
- Access to College staff to deliver specific or specialised provision and use of College premises for open events, hot-desking and course delivery;
- Business Development and joint bidding opportunities to link with regional or national employers.

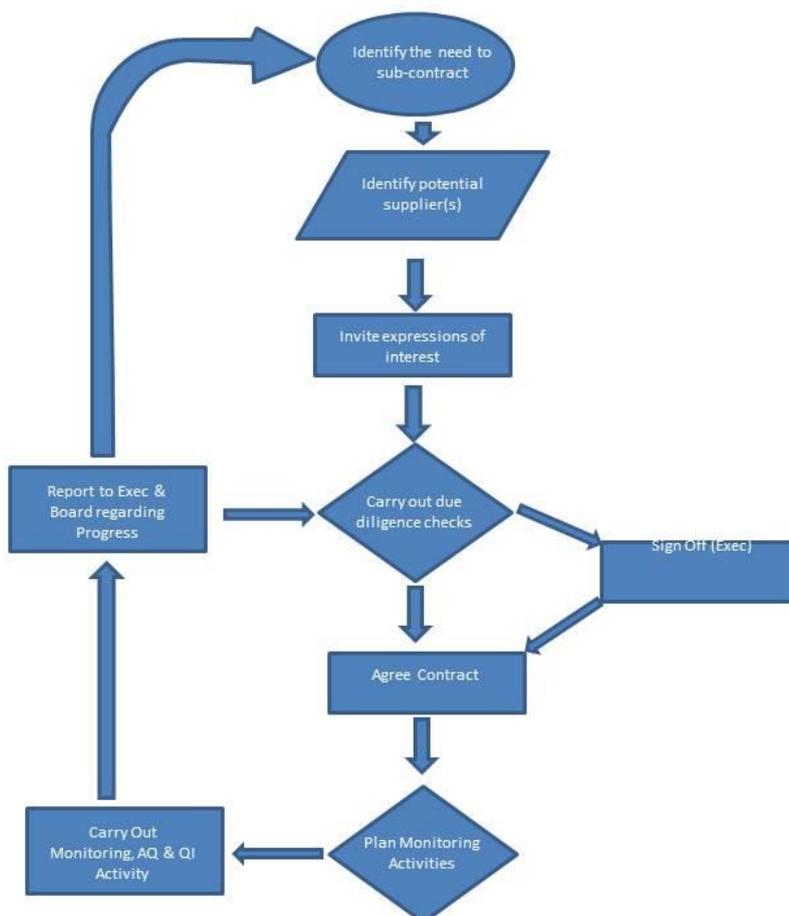
## Payment

The standard payment terms are monthly in arrears based on actual delivery recorded on the College ILR. Full details of payments are included within Section 12 of the contract between KCC and subcontractors. These are summarised below:

- The College will make the payments to the Partner calculated and payable in accordance with Schedule 2 of the Contract.
- Payments will be made within 30 days to ensure compliance with the ESFA mandatory requirements as set out in the Procurement Policy note (Action Note 07/10 25<sup>th</sup> March 2010, Office of Government Commerce).
- If there are errors in audit of a sample of the evidence provided by the Partner to support the payments the College reserves the right to recover from the Partner an amount based on the error rate identified and the total value of this Agreement.
- Such amounts may be recovered by making deductions from future payments due to the Partner under this Agreement.
- If the funding money is withdrawn from the College by the ESFA retrospectively the College reserves the right to withdraw funding from the Partner.

### Subcontracting Process Overview

To ensure clarity from the outset, the College has ensured that it has robust systems in place that are consistent and highlights roles and responsibilities; this will remove any risk of confusion and uncertainty from the outset and is shown in the diagram below:



## Identification of need to sub-contract

The College has two main identification points:

- Following the College's annual business development cycle KCC can review the provision and partner mix to identify any potential spare capacity or areas of growth. Existing supply chain partners are made aware of the volumes available and are asked to submit an expression of interest
- Additional business development or contract opportunities are generated by KCC and specialist or geographically specific partners are required to service some of these needs. Existing partners are approached, or announcements made via relevant media pathways for partners.

## Due Diligence

- All potential and current Subcontractors will supply KCC with all relevant information requested within the KCC due diligence form documentation to protect learners and to ensure the subcontractor is a legally, financially and educationally sound organisation, prior to a contract being signed. Examples of documentation requirements include:
  - Statutory accounts and company credit checks
  - EV/Inspection Reports
  - Evidence of Awarding Body status, including sanctions
  - CVs for delivery staff (including DBS numbers)
  - An overview of the other subcontract values and prime contractors each partner contracts or is planning to contract with, by funding stream
  - Declarations of business standing of the Directors and any conflicts of interest with KCC staff or Corporation members
- Subsequently subcontractors should notify KCC of any changes in circumstances or personnel related to the contract immediately. This process will be repeated on an annual basis with a specific focus upon financial and quality related performance updates.

## Decision Process

In addition to the Due Diligence documentation subcontractors will also provide a business case which will include:

- organisation overview
- structure - legal and operational
- rationale for contract request
- demand-led evidence
- added value to prime contractor and sector
- current offer and track record of successful delivery
- QA/QI systems
- financial health check
- completed Agency Register (online due diligence process)
- references from previous clients

The application processes and base documentation will form the main decision-making process to select a sub-contractor.

Decisions will also be determined by the responses to the key questions requested in potential partner's delivery plans against local and regional priorities.

KCC will be looking for flexibilities that develop and deliver an offer that meets the needs of local people, employers and the wider community.

The costs/benefits of an internal solution (investment) vs an external solution (sub-contract) will also be considered as will the leverage that subcontracted work can provide to key College and/or government growth targets, especially 16-18 Apprenticeship delivery.

### **Contracting**

Based on approval and through discussion or negotiation, both the College and the subcontractor will agree the contract financial value and learner numbers by funding stream(s). The following core contract components will be agreed:

- Sub-contractor profile
- Sub-contractor duty (and KPIs)
- College duty
- College service offer
- College management and service charges based on due diligence results
- Contract volume and value.

The contract will reflect the in-year Agency Funding Rules and updates. All contracts are legally binding and will need to be signed by all parties prior to the commencement of delivery.

The College will declare to the Agency all subcontractor arrangements. This will normally be twice a year but if volumes or values change a revised submission will be made between these formal submission dates.

During the contracting year if there is any evidence of a subcontractor's irregular financial or delivery activity the College will carry out an investigation and will report the outcome of the investigation, in writing, to the Funding Agency relationship manager within 10 days of the investigation being complete.

### **Second-level Subcontracting**

Second level subcontracting is not permitted within this policy – all contracts, and quality audits, will ensure that this does not take place.

### **Other Requirements**

All subcontractors holding contracts with an overall annual value of £100,000 must be listed on the Register of Training Organisations before the College will enter a subcontract with them.

The College will only subcontract for delivering funded provision to legal entities. If the legal entity is a registered company, it must be recorded as 'Active' on the Companies House database.

## **Performance Data**

Subcontractors will provide a range of data, at the frequencies specified in the contract at Schedules 1-3 and those specified in the Partner KPI Areas with Targets and Thresholds agreed at contract negotiation and identified within Schedule 1. Should Subcontractors fail to deliver the data consistently, KCC will impose financial penalties.

## **Delivery Quality**

Subcontractors will ensure that all learners are given inductions to their courses or programme. The induction given must be consistent with the standards specified by KCC for the management and delivery of learner inductions.

All courses should include an initial assessment process that enables learners and staff to identify what they want to achieve from the course. This process should ensure that:

- Learners have the necessary aptitudes, attributes and abilities to help them successfully complete the courses for which they are applying.
- Any learning support needs are accurately identified.
- Learners have the information they need to help them make well informed judgements about the relevance of their courses to their short- and longer-term employment and learning goals.

Any identified support needs will be fed back to KCC, who will approve the additional support and any extra cost involved. Subcontractors must have access to appropriate learner support arrangements.

Where appropriate the assessment should also gather necessary information about health and medical records, previous relevant experience, depending on the nature of the course itself and specifically where the nature of the course presents significant health and safety issues. KCC Health & Safety policy and risk assessments must be adhered to, unless approval has been given for the sub-contractor policies to be implemented

Tutors must maintain learner progress records at an appropriate level of detail, in relation to the context and length of the course or programme. KCC Quality documents provide the benchmark for the detail of records required.

All courses will have their content defined within a scheme of work and their sessions will be planned to use an appropriate lesson/session plan. Both these should be consistent with the requirements defined in KCC Quality documents.

Requirements in relation to observation of teaching and learning are defined in KCC Quality documents.

Subcontractors will either ensure that their learners with the appropriate examination boards within agreed timescales through their centre accreditation or, where appropriate, through the College's own accreditation. Subcontractors will abide by awarding body regulations, maintain assessment and verification, and/or moderation arrangements that are consistent with the requirements of the awarding bodies, examination boards and the Sector Skills Councils, where the latter make recommendations regarding assessment and verification arrangements.

Subcontractors must ensure that, where appropriate, staff attend KCC best practice events and any training organised by KCC which has been put in place to address issues identified in quality or compliance post-audit action plans. Failure to attend such events will result in the organisation's risk assessment rating being increased. This action is likely to increase the frequency of quality and/or compliance audits undertaken. Other penalties may also be applied.

"Appropriate staff" are normally defined as individuals who have relevant managerial authority and responsibility for the subject being addressed through the training. The exception to this definition will be where training is designed for practitioners.

Subcontractors will ensure that they maintain effective employer engagement. Employer engagement processes must be consistent with the standards specified by KCC for the management and delivery of learner inductions.

### **Health & Safety**

Subcontractors must provide details on request to KCC, of how they ensure that facilities used to deliver learning meet all Health & Safety regulatory and legislative requirements, including where required specific health & safety reports, audits and risk assessments.

Subcontractor tutors must be capable of and must undertake activity and facility risk assessments at a frequency consistent with the type of activity and the nature of the facility being used.

Subcontractors must ensure that, where appropriate, staff attend KCC best practice events and any training organised by KCC which has been put in place to address issues identified in quality or compliance post-audit action plans relating to Health & Safety. Failure to attend such events will result in the organisation's risk assessment rating being increased. This action is likely to increase the frequency of quality and/or compliance audits undertaken. Other penalties may also be applied.

"Appropriate staff" in this instance are normally defined as individuals who have relevant managerial authority and responsibility for Health & Safety.

### **Information, Advice and Guidance**

There is an expectation that all subcontractors working with KCC will have achieved or be able to demonstrate practice or a similar quality to, the Matrix quality standard.

Subcontractors will be required to demonstrate that they provide information, advice and guidance (IAG) at an appropriate range of venues and through a range of media, including the internet, to a standard consistent with that offered by KCC. IAG should include:

- Initial advice and guidance to inform the learner's choice of programme or course
- On programme advice and guidance to help learners:
  - Develop ideas for future learning or employment
  - Who have personal issues such as substance misuse, housing problems, pregnancy etc, identify and contact relevant organisations
  - Make specific choices about future learning or employment.

## **Facilities and Resources**

All facilities and resources used must be “fit for purpose” and comply with all current Health & Safety legislation. Any new premises or change of premises used for the delivery of programmes funded by the College need to be risk assessed and details supplied to the College prior to commencement of any delivery.

## **Self-Assessment**

All subcontractors will be required to participate in a self-assessment process, in relation to the Common Inspection Framework, resulting in the production a SAR which clearly and specifically identifies and evaluates the courses and programmes which they are contracted to deliver. The format and content of the SAR and resulting action plan will be determined by the size and scope of the contract and, where required, must be submitted as specified in the contract.

## **Service Standards**

All subcontractors will be required to demonstrate how they will meet the KCC service standards in relation to providing a high-quality service at all points of a learner’s journey and how they will communicate these standards to learners.

Subcontractors will be required to meet the performance targets set out in the Contract Schedules 1-3 and those specified in the Partner KPI Areas with Targets and Thresholds agreed at contract negotiation and identified within Schedule 1. Should Subcontractors fail to meet the performance targets, KCC will work with the subcontractor on an improvement plan and monitor performance further continued poor performance will result in financial penalties.

KCC staff will support those subcontractors who require further development to reach the required standard in the expectation that subcontractor staff will subsequently maintain this standard.

## **Safeguarding**

Subcontractors will be required to have in place safeguarding arrangements which are consistent with the standards specified in the guidance documentation provided by KCC.

## **Recruitment Profiles and Delivery Locations**

Subcontractors may be required to ensure that programmes are delivered in specific localities, depending upon the nature of the contract. For 2018/2019, it is intended that all new contracts will only be provided for delivery within the Greater London area as defined by the map provided by the GLA Intelligence Unit (found at [https://www.london.gov.uk/sites/default/files/gla\\_postcode\\_map\\_a3\\_map1.pdf](https://www.london.gov.uk/sites/default/files/gla_postcode_map_a3_map1.pdf)). Additionally, specific requirements may be stipulated for the recruitment of learners from a specific profile e.g. age, ethnicity, gender, disability, NEET.

## **Audit Procedures**

KCC will conduct audits of subcontractors as specified in the Quality Assurance arrangements in Contract Schedules 1-3 and those specified in the Partner KPI Areas with Targets and Thresholds agreed at contract negotiation and identified within Schedule 1.

KCC will provide reasonable notice in writing of proposed visits to the subcontractor of the scope and date of each audit.

Post-audit action plans will be produced where necessary and Subcontractors will be supported through training and mentoring to achieve the aims set out in the action plans. Subcontractors who consistently fail to attend training or engage in the mentoring scheme will be financially penalised.

## **Subcontractor's Policies and Procedures**

Subcontractors will be required to demonstrate that they have robust quality audit arrangements, consistent with the requirements related to the audit activities undertaken by KCC as specified above.

They will be required to maintain, review and update policies and procedures in line with national legislation and as appropriate to the nature of their contract in the following areas:

- Health & Safety
- Equality & Diversity
- Safeguarding
- Sustainability
- Quality Assurance, including performance monitoring and development of:
  - Teaching practice
  - Initial assessment
  - Additional learning support
  - Information, advice and guidance
  - Self-assessment
  - Service standards
  
- Performance management information
- Data protection
- Staff recruitment and development
- Financial management

## **Contract Monitoring and Review**

Subcontractor performance will be monitored on an ongoing basis and will also include attendance at Performance Review meetings that will be scheduled at quarterly intervals throughout the year.

Feedback on performance will be provided in writing, by phone or e-mail and will require actions to address any identified issues. The methods used will depend upon the circumstances at any point in time. Feedback will also be provided at periodic contract performance review meetings. The frequency of these meetings will depend upon the performance of the subcontractor.

Where performance falls below the standard required, subcontractors will be issued with a notice to improve. Support will be provided to help subcontractors develop and enhance the quality of their delivery. If a subcontractor fails to meet the necessary improvements within the agreed timescales, it may be necessary to implement contract termination procedures.

**Monitoring will include:**

- having monthly conference calls and/or visits
- examining MIS and claims
- scheduled support visits.

**Review will involve:**

- quarterly formal meetings
- an examination of all aspects of the contract
- planning future actions.

**Evaluation will include:**

- annual assessments/audits
- looking at contract performance
- the contract renewal decision-making process.

The level of contract management and service provided by the College to the sub-contractor will be determined at approval stage but could be increased in year as performance levels are reviewed.

If during in year monitoring there is any evidence of a subcontractor's irregular financial or delivery activity the College will carry out an investigation and will report the outcome of the investigation, in writing, to the Funding Agency relationship manager within 10 days of the investigation being complete.

If a subcontractor is found to be subcontracting to a second level the contract will be stopped and a decision will be made to determine actions or whether the College should seek obtain approval in writing as this should only be sought in advance of contracting each year.

**Contract Termination**

KCC will work with its Subcontractors to ensure that all learners receive high quality, safe and inspiring training, with all the necessary support for individuals to achieve their aims and progress on to employment.

Should a Subcontractor consistently fail to improve any element of its performance which is deemed to be unsatisfactory or inadequate, or consistently fail to engage in training or with the quality support systems which are in place, KCC reserves the right to terminate the contract to protect the learners.

If contract termination procedures are implemented, subcontractors are contractually required to co-operate fully with this process. Failure to comply with the requirements will result in significant penalties.

**Policy Review**

This policy has been shared with all current partners and is available to download from the [www.kcc.ac.uk](http://www.kcc.ac.uk) website.

This policy is reviewed on an annual basis and agreed by the Corporation in May each year to allow for any alterations in ESFA funding rules to be included but before contracting with subcontractors occurs. This enables the College to ensure partners are fully aware of these changes in addition to any alterations in our policy.