



**CAMBRIDGESHIRE & PETERBOROUGH**  
COMBINED AUTHORITY

# **Cambridgeshire and Peterborough Combined Authority**

## **Adult Education Budget 2019-22**

### **Allocation, Funding and Performance Management Rules for all Providers**

**For the 2020 to 2021 funding year  
(1 August 2020 to 31 July 2021)**

To be read in conjunction with the delivery profile agreed within your Grant Funding Agreement or Contract for Services

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## **1 Devolution of the Adult Education Budget**

- 1.1 The Cambridge and Peterborough Combined Authority (CPCA) from 1st August 2019 had devolved to it certain adult education functions of the Secretary of State under the Apprenticeships, Skills, Children and Learning Act 2009. This transfer of functions had been achieved by way of orders made under the Local Democracy, Economic Development and Construction Act 2009. The CPCA Combined Authority (Adult Education Functions) Order 2018 (SI 2018/1146).
- 1.2 Ministers agreed under a Memorandum of Understanding and a Data Sharing Agreement that certain functions and activities will be undertaken by the Education and Skills Funding Agency (ESFA) on behalf of the CPCA for the 2020/21 funding year.
- 1.3 The CPCA is publishing these AEB Allocation, Funding and Performance Management rules (the Rules) for the 2020/21 funding year (1 August 2020 to 31 July 2021). They will apply to providers in receipt of devolved CPCA adult education budget (AEB) funding, from 1 August 2020, for AEB delivery to CPCA residents. This excludes the 19-24 traineeship programme and apprenticeships.

## **2 Introduction and Purpose of the Document**

- 2.1 This document sets out Rules which apply to all providers of education and training who receive AEB funding from the CPCA, whether paid by Grant or under a Contract for Services. Providers must respond to the priorities set by CPCA, and the provision agreed in your delivery profile or schedule 3.
- 2.2 CPCA's AEB funding must be considered as an integral part of the broader skills landscape which includes 16-18-year olds, Apprenticeships, Student Loans, Higher Education, other Government and private investment in skills training. Whilst not in the control of the CPCA they are all inextricably linked in terms of resident progression within the post-16 skills and employment system.
- 2.3 The AEB provides CPCA residents with a statutory entitlement, or those who want to improve their skill levels, the opportunity to engage in high quality provision which will equip them for work, an apprenticeship or other learning. It enables flexible, tailored programmes of learning to be made available, which may or may not require a qualification, to help eligible residents engage in learning, build confidence, and enhance their wellbeing.
- 2.4 CPCA's AEB funding is ring fenced for the purposes set out in these Rules and cannot be used to support other nationally funded programmes including:
  - Provision outside of CPCA for its residents unless agreed by CPCA in advance
  - Non-devolved AEB provision contracted by ESFA, GLA or other MCA areas
  - Advanced learner loan facility
  - 16-18 funding such as the study programme including learner support
  - Advanced learner loans and loans bursary fund
  - Traineeships for 16-18-year olds or 19-23-year olds
  - Apprenticeships
  - Offender Learning; and
  - Education and training services funded by the European Social Fund

- 2.5 This document forms part of your terms and conditions of funding with the CPCA. You must read them in conjunction with the delivery profile or schedule 3 agreed within your Grant Funding Agreement or Contract for Services. You must operate within the terms and conditions of this agreement. If you do not, you could be in breach of your funding and delivery agreement with the CPCA.

### **3 Principles of Funding**

- 3.1 CPCA have chosen to align its approach for funding residents in the 2020/21 funding year to the current national system operated by the ESFA. Unless specifically stated by the CPCA all the current approaches taken by the ESFA in relation to AEB funding will be adopted.
- 3.2 All providers will be treated equally and fairly. To aid transparency the value of grant allocations and contracts for services provision will be published annually.
- 3.3 You must complete the resident's Unique Learner Number (ULN) field accurately to access CPCA funding. You must ensure as part of your initial assessment, you check the postcode relates to where the resident will be living for the duration of their training. This should be updated by the resident as part of their initial assessment.
- 3.4 You must hold evidence to underpin any claims you make to assure us that you are using the funding appropriately. CPCA retain the right to ask for sight of your evidence or to require additional performance management information/evidence.
- 3.5 CPCA's relationship with its provider base will primarily be strategic rather than transactional. It will place emphasis on joint, proactive performance management. It will expect high quality provision delivering measurable impact on the progression and outcomes for CPCA residents.

#### **Terminology**

- The term 'you' or 'providers', includes colleges, higher education institutions, training organisations, local authorities and employers and all other organisations who receive funding from CPCA to deliver education and training through the devolved AEB. We will use the generic term 'you' or 'provider' unless the requirements only apply to a specific provider type
  - The term 'we' refers to the CPCA
- 3.6 'Resident/learner' to cover those whose provision is funded by CPCA.
- 3.7 'Provision' to refer to all learning that we fund, whether it is a regulated qualification or other learning that is not a regulated qualification as detailed in the ESFA Learning Aims Reference Service <https://data.gov.uk/dataset/learning-aim-reference-service> or as agreed with CPCA.
- 3.8 'Qualifications' will either be from the Regulated Qualifications Framework (RQF) or an Access to Higher Education Diploma recognised and regulated by the Quality Assurance Agency (QAA).
- 3.9 'Learning aims' we mean a single episode of learning which could be a regulated qualification, a component of a regulated qualification or non-regulated learning.

3.10 'Programmes' we mean a coherent package of learning which may include regulated qualifications, components of regulated qualifications or nonregulated learning with clearly stated aims supporting agreed outcomes.

3.11 These funding rules apply to all residents starting a new learning aims on or after 1 August 2020 and the CPCA will fund continuing learners from 2020/21 onwards.

## **4 Who CPCA Funds - Eligibility**

4.1 CPCAs AEB devolved funding can only be spent on CPCA residents with a CPCA postcode. It supports a range of provision including the statutory legal entitlements to fully fund certain eligible adult learners and those looking to gain skills to enter and progress in work.

4.2 Those with a statutory entitlement are set out in the Apprenticeships, Skills and Children's Learning Act 2009. If an individual meets the legal entitlement eligibility criteria, you must not charge them any course fees and Eligible learner's exercising their legal entitlement, must be enrolled on qualifications from the: 2020 to 2021 list of qualifications in the level 2 and level 3 legal entitlement and/or 2020 to 2021 list of English and maths legal entitlement

4.3 You must not make compulsory charges relating to the direct costs of delivering a learning aim or learning programme to learners CPCA fully fund. Direct costs include any essential activities, or materials, without which the learner could not complete and achieve their learning. If a fully funded learner needs a Disclosure and Barring Service (DBS) check to participate in learning, you cannot charge them for this. If the learning is associated with the learner's employment, their employer is responsible for carrying out and paying for this check.

4.4 It is the responsibility of the providers to make sure an individual is eligible before claiming funding for them. It is your responsibility to check the eligibility of the resident at the start of each adult learning aim, and only claim funding for eligible learners. To be funded by the CPCA, learners must meet the following criteria:

- On the first day of learning) a learner must be: Aged 19 or older on 31 August within the 2020 to 2021 funding year and reside in a residence with a CPCA postcode. Please use the postcode checker to confirm if the learner is eligible
- CPCA recognise that a resident (from outside) the CPCA who is unaware of the funding changes due to devolution of the AEB may wish to undertake learning in the CPCA, Grant providers in advance of the start of the funding year will reach an agreement with CPCA on how these residents can be funded
- Learners residing in residences that do not have an eligible CPCA postcode will not be funded by the CPCA. They will be funded via the relevant Mayoral Combined Authority (MCA), Greater London Authority (GLA) or ESFA. It is the provider's responsibility to ensure that the relevant funding is secured from the relevant funding body in 2020/21 for their learners
- The age of the learner on 31 August in the funding year determines whether the learner is funded through the CPCA's AEB methodology. Learners aged 18 or below or learners aged 19-24 with an Education Health Care Plan, will continue to be funded by the ESFA's young people's funding methodology

- All individuals aged 19 or over on 31 August 2020 who are continuing a programme they began aged 16 to 18 ('19+ continuers') will continue to be funded by the ESFA's young people's funding methodology
- Where CPCA refer to a learner's age being 19, this relates to the learner being aged 19 on the 31 August within the funding year they start a learning aim. For all other purposes, the age of the learner is at the start of each learning aim
- Learners will be eligible for funding for the whole of the learning aim or learning programme if they are eligible for funding at the start, even if the duration is for over one year. You must reassess the learner's eligibility for funding for any further learning they start
- If an individual starts a learning aim or programme and is not eligible for funding, CPCA will not fund their learning while they remain ineligible

4.5 You must not fund a learner who is unable to complete a learning aim in the time they have available. Any adult learner aged 19 or over must be able to achieve the learning aim or learning programme within the time they have available.

## **5 The CPCA will not Fund:**

- 5.1 Residents that do not have an eligible CPCA postcode. They will be funded via the relevant Mayoral Combined Authority (MCA), Greater London Authority (GLA) or ESFA. It is the providers' responsibility to ensure that the relevant funding is secured from the relevant funding body in 2019/20 for their learners.
- 5.2 You must not claim funding where a learner only sits or resits a learning aim assessment or examination and no extra learning takes place. You must not claim funding for any provision you deliver to a learner whose learning is taking place outside England or (unless with specific written agreement) outside the CPCA.
- 5.3 You (or your subcontractors) must not claim funding for any part of any learner's learning aim or programme that duplicates provision they have received from any other source. You must not enrol individuals on learning aims or learning programmes eligible for AEB funding at the same time as any new apprenticeship they start, funded from an employer's digital account or Government-employer co-investment.
- 5.4 CPCA will not fund a learner to repeat the same regulated qualification where they have previously achieved it unless it is for any GCSE where the learner has not achieved grade C, or level 4, or higher.
- 5.5 You must not use your CPCA AEB allocation to deliver provision to learners in custody. The Ministry of Justice funds prison education in England. Please note you can use your CPCA AEB to fund individuals released on temporary licence.
- 5.6 CPCA will not fund, end-point assessment, which is subject to Ofqual external quality assurance and, regulated as a qualification.
- 5.7 You must provide accurate unique learner number (ULN) information to awarding organisations and ensure all information you use to register learners for qualifications is correct. You can find more information about the Learner Records Service on the GOV.UK website.

The CPCA will also not fund:

- Those who are here illegally
- Those who are resident in the United Kingdom on a Tier 4 (general) student visa unless they are eligible through meeting any other of the categories described above
- Non-EEA citizens who are in the United Kingdom on holiday, with or without a visa
- Non-EEA citizens who are a family member of a person granted a Tier 4 visa, have been given immigration permission to stay in the UK and have not been ordinarily resident in the UK for the previous three years on the first day of learning

## **6 What CPCA Fund**

6.1 Unless specifically stated by the CPCA the current funding system operated by the ESFA in relation to AEB funding will be adopted.

6.2 The changes that the CPCA have chosen to make in 2020/21 are:

- A focus on outcomes and the destination of learners
- Building strategic high-quality relationships
- Making a single allocation to each grant funded provider to support the activity agreed in your delivery profile. Additional detail is in the Funding Rates, Formula and Payment document
- Implementing a risk-based performance management approach for all its providers
- Supporting the Low Wage pilot currently being funded by DfE; the low wage pilot will increase from £16,009.50 in 2019/20 to £18,000 in 2020/21
- Learner support funding required above £19,000 should be discussed with the CPCA as soon as you are aware you will be claiming it and it should be claimed on the ELS claim form
- The way in which you use your Learner support funding is not specified, but you will be expected to retain evidence to support the funding you claim through the ILR or EAS
- Remove co funding for ESOL learners
- A 4% adult skills funding uplift for learners in significant areas of deprivation in Peterborough, Fenlands, East Cambridgeshire, Huntingdonshire and Cambridge city – please refer to the relevant postcode checker
- First full level 2s will be fully funded irrespective of age

We will constantly review the impact of these changes and determine whether we will continue to apply them into 2021/22. We will also be in consultation with the education and learning sector to analyse the impact of any significant in year shock to AEB such as a second wave of the coronavirus.

6.3 The table below confirms what CPCA will fund:



<p>Residents aged 19 to 23 (excluding English, maths, digital and ESOL)</p>	<p>Fully fund 19- to 23-year-olds, including residents who are employed, on the day they start the following learning:</p> <ul style="list-style-type: none"> <li>• Qualifications defined within the legal entitlement that they are residents:</li> <li>• First full level 2</li> <li>• First full level 3</li> <li>• Level 1 to support progression to a first full level 2</li> <li>• Level 2 for those who already have a full level 2 if they are unemployed</li> </ul> <p>This meets the statutory entitlement. For first full level 2s we have extended the age for all adults above the age of 19.</p>
<p>Residents aged 24 or older (excluding English, maths and ESOL)</p>	<p>For residents aged 24 or older on the day they start, we will:</p> <ul style="list-style-type: none"> <li>• Fully fund all First Full Level 2 qualifications within the legal entitlement</li> <li>• Fully fund other provision up to, and including, a level 2, if they are unemployed</li> <li>• Co-fund other provision up to, and including, a level 2 for all other residents aged 24 years and older</li> </ul>
<p>Residents who need English for Speakers of Other Languages (ESOL)</p>	<p>Fully fund residents aged 19 and over on the day they start their ESOL learning aim regardless of employment status</p> <p>A differentiated offer should be available where the resident is in work and requires ESOL to enable them to progress in the workplace and ESOL where the residents is not yet able to enter the workforce.</p>
<p>Residents with learning difficulties or disabilities</p>	<p>We will fund residents with learning difficulties or disabilities as set out in the Apprenticeships, Skills, Children and Learning Act 2009.</p> <p>The CPCA will support education and training suitable to the requirements of persons who are 19 and over residents with a learning difficulty or disability without an Education, Health and Care Plan (EHCP).</p> <p>This includes residents with a learning difficulty or disability who have previously had an Education, Health and Care Plan (EHCP) and have reached the age of 25.</p>
<p>Residents with an Education, Health and Care Plan (EHCP)</p>	<p>To access provision and support costs you must inform us before the start of the Academic funding year where a resident, has reached the age of 25 and has not completed their programme of learning as set out in their EHCP by the end of the previous funding year, or will reach the age of 25 in the funding year, where their EHCP is not extended by their local authority to allow them to complete their programme of learning.</p> <p>The resident must have an EHCP that confirms their needs could only be met by the training organisation they are, or were, attending, and continue to make progress on the programme of learning as set out in their EHCP. If a resident has an EHCP, you must report this in the 'Resident funding and monitoring' fields in the ILR.</p> <p>We will not fund residents whose EHC plan is extended by the local authority beyond their 25th birthday. The local authority must continue to provide top-up funding and contract directly with the institution.</p>
<p>Residents who have previously been in custody</p>	<p>In exceptional circumstances, and when agreed in writing, you can use your AEB. This must complement, and not duplicate OLASS funded provision.</p>

<p>Residents in the armed forces</p>	<p>We will fund armed forces personnel, Ministry of Defence (MoD) personnel or civil and crown servants where the learning takes place in England. We will class members of the British armed forces on postings outside of the European Union (EU), including their family members, as ordinarily resident in the United Kingdom and CPCA within this.</p> <p>Members of other nations' armed forces stationed in England, and their family members, aged 19 and over, are eligible for funding if the armed forces resident has been ordinarily resident in England for three years and is now resident in CPCA. We will not fund family members that remain outside of England.</p> <p>If someone ordinarily resident in CPCA within England works outside of England as part of their job, they are eligible for funding if some of the learning takes place in England. You cannot claim for the additional expense of delivering learning outside of England</p>
<p>Residents who live in Wales, Scotland or Northern Ireland, or in England in areas without a devolution deal and Mayoral Combined Authorities/GLA who have a devolution deal</p>	<p>Wales, Scotland and Northern Ireland have their own funding arrangements. You must develop arrangements with other devolved administrations, other Mayoral Combined Authorities/ GLA or the Education Skills Funding Agency, if you are planning to deliver learning to non-CPCA residents.</p> <p>You cannot use your CPCA funding (unless specified in this agreement) on residents who study outside of CPCA.</p> <p>For learning delivered at an employee's workplace, we will fund residents whose main employment, or normal place of work, is in CPCA.</p>
<p>Residents from other countries</p>	<p>Additional information on the rules which apply to the European Economic Area; EU and non- EU learners; Asylum Seekers; Family Members of EU and EEA and children of Turkish workers is included at Annex 1</p>
<p>Residents in receipt of low wages</p>	<p>You may fully fund learners, who are employed and would normally be co-funded. You must be satisfied the learner meets both of the following:</p> <ul style="list-style-type: none"> <li>• Is eligible for co-funding, and</li> <li>• Earns less than £18,000 annual gross salary</li> </ul> <p>You must have seen evidence of the learner's gross annual wages in these circumstances. This could be a wage slip within 3 months of the learner's learning start date, or a current employment contract which states gross monthly/ annual wages. Please note this is not an exhaustive list but must support your decision to award full funding to an individual who would normally be eligible for co-funding</p>

6.4 Providers must check the eligibility of the resident at the start of each learning aim and only claim funding for eligible learners that are resident in CPCA unless agreed by exception with the CPCA.

6.5 Your initial assessment should ensure that the resident is able to achieve the learning aim or programme of study within the time they have available. If a resident starts a learning aim and is not eligible for funding, we will not fund the learning aim for them at any time in the future, unless it becomes eligible.

- 6.6 Where we refer to a resident's age being 19 this relates to the resident being aged 19 on the 31 August within the funding year, they start a learning aim. For all other purposes, the age of the resident is at the start of each learning aim.
- 6.7 The AEB supports four legal entitlements to full funding for eligible adult residents. These are set out in the Apprenticeships, Skills and Children's Learning Act 2009 and the changes outlined in paragraph 6.2 for specifically Cambridgeshire and Peterborough. Eligible residents to be fully funded for the following qualifications:
- English and maths, up to and including level 2, for residents who have not previously attained a GCSE grade A\* - C or grade 4, or higher, for residents aged 19 and over;
  - First full qualification at level 2 for all residents
  - First full qualification at level 3 for residents aged 19 to 23
  - Information and technology ('digital') skills up to and including level 1 for individuals aged 19 and over, who have digital skills assessed at below level 1
- 6.8 If a resident meets the legal entitlement eligibility criteria, you must not charge any course fees. Eligible resident's exercising their legal entitlement, must be enrolled on qualifications from the:
- 2020 to 2021 list of qualifications in the level 2 and level 3 legal entitlement; and/or
  - 2020 to 2021 list of English and maths legal entitlement
- 6.9 To be funded by CPCA, on the first day of learning a resident must be:
- Aged 19 or older on 31 August within the 2020 to 2021 funding year; or
  - Aged 25 or over for those with an Education Health and Care Plan
- 6.10 A resident's eligibility will not change during the learning aim or programme. Residents will be eligible for funding for the whole of the learning aim or programme if they are eligible for funding at the start, even if the duration is for over one year. You must reassess the resident for any additional learning aims or programmes before they commence.

### **English and maths for those aged 19 or older**

- 6.11 We will fully fund residents, including residents who are employed, aged 19 or older, who have not previously attained a GCSE grade 9 or grade 4 (previous A\* -C), or higher, in English and maths, as part of their legal entitlement on the day they start the following qualifications. This includes:
- GCSE English language or maths
  - Functional Skills English or maths from Entry to level 2
  - Other stepping-stone qualifications (including components, where applicable) in English or maths approved by the Department for Education
- 6.12 If a resident wants to 'retake' their GCSE English and maths qualification because they did not achieve a grade 4 or higher (C or higher), we will not fund the resident to only resit the exam, it would be payable if targeted support is provided to help the resident achieve.

6.13 You must not enrol residents on qualifications which are not necessary for progressing towards a GCSE or Functional Skill level 2 or fund an apprentice for English or maths from the AEB.

6.14 We will fully fund non-regulated English and maths learning for residents, including those assessed at pre-entry level, aged 19 years and over with significant learning difficulties or disabilities as part of a personalised learning programme, where assessment has identified the resident cannot undertake provision identified above. You must:

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

6.15 The assessments must place a resident's current skills levels within the level descriptors used for the Regulated Qualifications Framework (RQF).

### **Digital Entitlement for those aged 19 or older**

6.16 We will fully fund We will fully fund individuals, including individuals who are employed, aged 19 or older, assessed at below level 1, as part of their legal entitlement on the day they start the following qualifications;

- Essential Digital Skills qualification (EDSQ up to and including level 1)

6.17 We will fully fund non-regulated learning for learners, including those assessed at pre-entry level with significant learning difficulties and/or disabilities as part of a personalised learning programme, where assessment has identified the learner cannot undertake provision identified in paragraph 6.17.

You must:

- Carry out an initial assessment using current assessment tools based on the national standards for essential digital skills
- Carry out an appropriate diagnostic assessment to inform and structure a learner's learner file to use as a basis for a programme of study
- Enrol the learner on a level above that at which they were assessed and be able to provide evidence of this
- Deliver ongoing assessment to support learning
- Record the evidence of all assessment outcomes in an evidence pack

6.18 The assessments must place a learner's current skills levels within the level descriptors used for the RQF.

### **English for Speakers of Other Languages (ESOL)**

6.19 We will fully fund individuals aged 19 and over on the day they start their ESOL learning aim.

6.20 Providers offering ESOL qualifications may need to deliver additional learning to individual learners that incurs additional cost above the qualification rate. You can access information on this in the CPCA Adult Education Funding Rates and Formula 2020 to 2021.

### **Learners in receipt of low wage**

6.21 You may fully fund learners who are employed, or self-employed, and would normally be co-funded for provision, up to and including level 2. You must be satisfied the learner is both:

- Eligible for co-funding; and,
- Earns less than £18,000 annual gross salary

6.22 You must have seen evidence of the learner's gross annual wages in these circumstances. This could be a wage slip or a Universal Credit statement within 3 months of the learner's learning start date, or a current employment contract, which states gross monthly/annual wages. Please note this is not an exhaustive list but must support your decision to award full funding to an individual who would normally be eligible for co-funding.

6.23 You must use the appropriate Devolved Area Monitoring (DAM) codes and FF1 code 1 to claim full funding for learners who meet the requirements set out in paragraph 6.20.

## **7 Learner and Learning Support Funding**

7.1 The single allocation made to all providers, includes the funding that can be used to meet the learner and learning support needs of residents who may have certain barriers to start or complete their learning goal.

7.2 Administrative costs will be capped at 5% of the value of your 2018/19 learner support allocation. You must record, report and retain evidence on spending for each of the categories.

7.3 You must, have criteria for how you will administer and distribute your funds; these must reflect the principles of equality and diversity and be available to residents and to us on request.

7.4 Learning support is available to meet the cost of putting in place a reasonable adjustment, as set out in the Equality Act 2010, for residents who have an identified learning difficulty or disability, to achieve their learning goal. It must not be used to deal with everyday difficulties that are not directly associated with a resident's learning on their programme.

7.5 Whilst we do not want to be prescriptive in how you use this funding, you must:

- Carry out a thorough assessment to identify the support the resident needs
- Agree and record the outcome of your assessment in the resident file
- Record all outcomes on the resident file and keep all evidence of the assessment of the needs, planned and actual delivery

- 7.6 You must also report in the ILR using the CPCA Source of Funding Code **115** that a resident has a learning support need associated with an identified learning aim, by entering code LSF1 in the 'Learning Delivery Funding and Monitoring' field and entering the corresponding dates in the 'Date applies from' and 'Date applies to' fields.
- 7.7 You should record learning support against a learning aim in the ILR, you will earn a fixed monthly rate of £150. We expect the total you earn from the monthly rate to be enough to cover your costs. If the cost of providing support to a learner exceeds the total earned from the fixed monthly rate, you can claim this excess through the EFSA.
- 7.8 If you plan to deliver the learning aim in less than one calendar month, you must claim the value of the learning support as if it were all excess (using the EAS).
- 7.9 You must not use learner support funds for any of the following:
- Essential equipment or facilities if the resident is fully funded by us. However, fully funded residents can get support funding for childcare, transport and residential costs
  - A resident released on temporary licence
  - A resident carrying out a higher education course or learning aims fully funded from other sources
  - To pay weekly attendance allowances or achievement and attendance bonuses
- 7.10 You must not use childcare funding to:
- Fund informal childcare, such as that provided by a relative
  - Set up childcare places or to make a financial contribution to the costs of a crèche
  - Fund childcare for residents aged under 20 on the first day of learning;
  - Instead you must direct them to the ESFA's 'Care to Learn' programme

### **Exceptional Learning Support over £19,000**

- 7.11 Learners aged 19 to 24 who require significant levels of support should have an EHC plan provided by their local authority and, therefore, would access funding from their local authority. You must submit ELS claims at the beginning of the learner's programme, or when you identify the learner requires support costs more than £19,000 in a funding year, by completing and sending the ELS claims document.
- 7.12 To claim exceptional learning support for a learner aged 19 to 24 you must confirm why the individual does not have an EHC plan. This should be a letter or email from the learner's local authority stating the reasons(s) why the individual does not need an EHC plan.
- 7.13 If a learner, aged 25+ needs significant levels of support to start or continue learning and has support costs of more than £19,000 in a funding year, you should initially look to meet these from within your allocation. CPCA will consider on a case by case basis meeting these additional costs. If agreed, you can claim using the ALS claim form.

## **Residential access funding**

7.14 You must meet these costs from within your allocation and you must:

- Set out the criteria and procedures for considering and agreeing applications for support from your residential access funds; and
- Give priority to residents who need accommodation and only pay for travel costs in exceptional circumstances

## **Flexible tailored provision**

7.15 The AEB enables the delivery of flexible tailored provision for adults, including qualifications and components of these (units), and/or non-regulated learning, up to Level 2. Local flexibility provision is either fully or co-funded, depending on the resident's prior attainment and circumstances.

7.16 Where appropriate for the resident, local flexibility provision can be delivered alongside a legal entitlement qualification. For residents aged 19 to 23 progressing towards their first full level 2, they must undertake learning at entry and/or level 1 only from local flexibility. When residents' progress to their first full level 2 (legal entitlement) they must enrol on a qualification from the 2019 to 2020 level 2 legal entitlement list.

7.17 Residents who have already achieved at level 2, or above, eligible for funding, must undertake any further level 2 qualifications only from local flexibility (not from legal entitlement) available on the Hub. This is set out in further detail further in this document for residents aged 19 to 23, and for residents aged 24 and over.

## **8 Community Learning – CPCA approach for 2020/21**

8.1 CPCA recognise that widening participation in education and training can transform people's lives. It improves confidence and the acquisition of skills can prepare residents for a range of career options e.g. employment or self-employment. Education and training delivered locally can help develop stronger communities, with more self-sufficient, connected and pro-active residents.

8.2 Evidence shows that wider family learning or family, English, maths or language programme do better equip parents and carers to support and encourage their children's learning and that it provides wider benefit in terms of health and/or social well-being.

8.3 We also know that increased online learning and self-organised learning leads to the lives of our most troubled families being turned around. So CPCA will be supporting learning in ways that contribute directly to these objectives. Using effective local partnerships to bring together key providers and relevant local agencies and services around a personalised local learning offer.

8.4 The funding available for this type of provision, the types of activities it can support; and how it will be earned, and performance managed in 2020/21 will be agreed as part of your Grant Agreement. You will have the flexibility to use both regulated and non-regulated provision and to claim in accordance with the current ESFA funding rules.

8.5 You must not use non-formula community learning funding for learning that is eligible to be funded through an advanced learner loan.

## **9 Work & Health Programme**

9.1 You must not fund any resident who is funded by the Work & Health Programme.

## **10 Prince's Trust Team Programme**

10.1 CPCA will continue to fund providers who choose to deliver the Prince's Trust Team Programme, for residents aged 19-25, who have approval from the Princes Trust and intend to run and manage it in partnership with the Prince's Trust. This is claimed through the EAS. Additional information is available in the CPCA funding formula and rates document.

## **11 Fees and Charging**

11.1 You must not make compulsory charges relating to the direct costs of delivering a learning aim to residents we fully fund. This includes those residents with a statutory entitlement to be fully funded for their learning. Direct costs include any essential activities or materials without which the resident could not complete and achieve their learning.

11.2 If a fully funded resident needs a Disclosure and Barring Service check to participate in learning, you cannot charge them for this. If the learning is associated with the resident's employment, their employer is responsible for carrying out and paying for this check

## **12 Qualifying Days for Funding**

12.1 The resident must be in learning for a minimum number of days between the learning start date and learning planned end date before they qualify for funding, including learning support. The table below sets out the relevant information.

Planned length of the learning aim	Minimum qualifying days
168 Days	42 Days
14 -167 days	14 Days
Fewer than 14 days	1 Day

## **13 Recognition of Prior Learning**

13.1 A resident could have prior learning that has been previously accredited by an awarding organisation or could be formally recognised and count towards a qualification. If this is the case, you must:

- Reduce the funding amount claimed for the learning aim by the percentage of learning and assessment the resident does not need
- Follow the policies and procedures set by the awarding organisation for delivery and assessment of the qualification; and



- Not claim funding if the prior learning meets the full requirements of the awarding organisation to achieve the learning aim

13.2 We do not set limits on the length of time of either prior learning or previously certificated learning. However, where the resident's learning and/or achievement occurs outside of three years, you must as part of the initial assessment determine whether the learning is still valid and relevant.

13.3 You must not use prior learning to reduce funding for English and maths qualifications up to and including level 2.

13.4 If a resident enrolls on an advanced subsidiary (AS) Level qualification followed by an A Level, you must reduce the funding claimed for the A Level and record this in the 'Funding adjustment for prior learning' field in the ILR. You can access ILR information on GOV.UK.

## **14 Breaks in Learning**

14.1 We recognise that some residents will have significant barriers making it difficult for them to remain in learning for long periods of time e.g. mental health, caring responsibilities, shielding due to coronavirus.

14.2 As part of the initial assessment you and the resident must agree a plan which is flexible enough to enable the resident not to be penalised should they require to take a break in learning due to circumstances outside of their control. Wherever possible the resident should continue their programme of learning where they left. We expect providers to minimise any necessity to redo or have the resident wait to restart a new programme of learning. You must have evidence that the resident agrees to return and continue with the same learning aim, otherwise you must report the resident as withdrawn.

14.3 When you agree to suspend learning while the learner takes a break from learning. This allows the learner to continue later with the same eligibility that applied when they started their learning.

14.4 We will not fund breaks in learning for social reasons e.g. holidays.

## **15 Subcontracting**

15.1 The CPCA will (as part of agreeing your Grant Agreement or Contract for Services) have agreed with you what sub-contracting can take place.

15.2 You cannot subcontract more than 20% of your contract value limit. In exceptional circumstance the CPCA may allow additional sub-contracting but they will require a business case as part of the approval process. You must have the CPCA's agreement (in writing) before proceeding.

15.3 You cannot charge any more than 20% (of total delivery value) as a management fee for any subcontracted delivery. In exceptional circumstance the CPCA may allow you to increase this fee but they will require a business case as part of the approval process. You must have the CPCA's agreement (in writing) before proceeding.

## **16 Match Funding Requirements Relevant to the Adult Education Budget**

16.1 You must not use the payments that we make as match funding for any ESF projects with any co-financing organisation or Managing Authority direct bids without clear written permission from the CPCA.

## **17 Data Submissions**

17.1 As a provider you must have the capacity and capability for accurate data and evidence collection, management and reporting, and must be able to comply with both the CPCA and the ESFA submission of data including but not limited to the Individualised Learner Record (ILR) or Earnings Adjustment Statement (EAS) and any associated evidence. With prompt changes to learner data e.g. withdrawals from learning being.

17.2 In addition, CPCA will expect providers to regularly review their software systems and processes to check for data accuracy. For 2019/20 you will continue to be able to access the ESFA systems, these are funding information system (FIS), the Hub, Individual Learner Record Reports and the provider data self-assessment toolkit (PDSAT). These arrangements may change from the 2020/21 but the CPCA will consult with providers before making any changes.

17.3 Providers must ensure that all documentation relating to the enrolment of CPCA residents and the record of learning activity is completed accurately. ILR data submitted for CPCA residents will continue to be sent to the ESFA through “The Hub”. ILR files will be validated at the point of transmission against both definitions and validation rules. If any data fails the validation checks, then the learner record and all associated records for that learner will be rejected. Rejected records are not loaded into the national ILR database and so do not generate funding; these records are reported on the rule violation report. This will ensure that the data received by the CPCA is accurate and complete as this will be the basis upon which you will get paid.

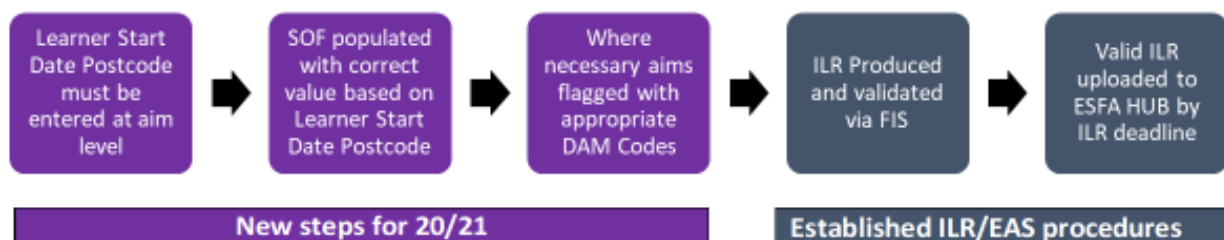
As part of our assurance work CPCA will be monitoring the data you submit to the ESFA from the individualised learner record (ILR) and the earnings adjustment statement (EAS). CPCA will carry out regular desktop reviews of how the national funding system and the CPCA funding rules are operating allowing us to identify possible errors in the devolved AEB funding claimed for CPCA residents by providers, which might require further investigation. Details of CPCA funding rates and rules is available [here](#)

## **18 Individual Learner Record (ILR)**

18.1 As a provider delivering provision to CPCA residents you will be required to complete the Individual Learner record in the 2020/21 academic year. The ESFA will continue to hold ILR data in a single national data set. Providers must upload its ILR data via the ESFA, it cannot submit the data directly to the CPCA.

18.2 The purpose of these codes is to identify learning aims that need to be monitored as part of new flexibility or to identify elements that are being funded via the EAS, e.g. learning aims associated with a Sector Based Work Academy will be identified by specific DAM codes. The detail of what you need to provide will be dependent upon the Lots you are delivering, and the detail will be included in the data schedule of your Grant/Contract.

18.3 The diagram below sets out the additional steps you need to complete when preparing the ILR data for 2020/21.



18.4 If you do not have an MI system capable of generating an XML file, then you should use the ESFA, ILR Learner Entry Tool which will enable you to create an ILR file for upload to the Hub. ESFA and the CPCA recommend uploading the data as compressed files. The file must contain all Learner records, Learning Delivery records and Learner Destination and Progression records for all CPCA funded residents for the year to date.

18.5 As a provider you must submit a single file containing all your learner, learning and destination records for all AEB funding, for the year to date. Each file overwrites all previously submitted records by you. This means that you cannot split the data into separate files and transmit each file separately. You cannot send records for learners funded from different funding models in separate files as these will overwrite one another.

18.6 Destination and Progression data cannot be sent in a separate file to Learner and Learning Delivery data: doing so would cause the Learner and Learning Delivery records to be deleted from the ILR database. Once you submit a file to the Hub it cannot be deleted, if the file contains incorrect data this can only be corrected by submitting another ILR file to overwrite the incorrect one. The last file submitted by you will be the one loaded into the national database for that return.

18.7 If you have a **grant agreement**, we will contact you where we identify you have submitted data that does not meet our funding rules and ILR requirements. We will require you to correct inaccurate Individualised Learner Record (ILR) and Earnings Adjustment Statement (EAS) data or to adjust your final funding claim.

18.8 For provision funded through a **contract for service**, we will use the information you provide in your funding claims, ILR and EAS data to review, in-year, your contract value for 2020/21. If at the performance-management points we have evidence that you will not deliver your contract value in full, we may reduce it to a level that is in line with your actual in-year delivery. We will make these reductions in line with these rules and in particular consider after period 6 and at the end of the year.

## 19 Recording Late Data in the ILR

- 19.1 If a learner is continuing learning at the final R14 collection at the end of the year, but you record in the subsequent ILR year that they should have left in the previous ILR year, you will have earned funding that you need to pay back.
- 19.2 For example, at R14 in the 2019 to 2020 ILR you record a learner as starting on 10 July 2020 and continuing at R14. In the 2020 to 2021 ILR you record them as a leaving on 16 July 2020. In this scenario, they will have earned a monthly on-programme payment in July 2020 from the 2019 to 2020 ILR that will need paying back. You can pay this funding back through the EAS recording a negative figure in the 'Authorised claims' adjustment type. You do not need our permission to use this adjustment type to pay back funding, you only need permission to use this adjustment type for claiming funding.

## 20 Earnings Adjustment Statement

- 20.1 The use of the EAS was expanded for 2019/20. In addition to reporting Prince's Trust and excess learning support claims you will also use this to claim CPCA funding flexibilities for elements of delivery that cannot be recorded in the ILR. For more information on claiming this through the [EAS](#), refer to the [EAS guidance](#).

## 21 Payment Arrangements

- 21.1 CPCA will run the BACS payments on a monthly basis and within a maximum of 30 days on receipt of the ESFA Occupancy Report. You will need to ensure that you have cash flow available to accommodate these payment terms. You will be provided in advance of the start of the funding year, with a payment profile based on your agreed delivery plan underpinned by your Grant/Contract. You will be advised in writing in advance of any in-year changes being made to the value of your Grant or Contract. CPCA reserve the right to cease payments, should you be in breach of your Contract/Grant.
- 21.2 The normal payment timeline is shown below, the exception will be month one (August 2020) where those providers who it has been agreed by the CPCA will receive the funding agreed on their payment profile for that month only.

## 22 Grant Funding Arrangements

### Paid on profile

- 22.1 As a Grant funded provider, you will have submitted and agreed a delivery plan for the 2020/21 funding year. The plan includes estimates of volumes, mix of provision and spend across the full range of provision you expect to deliver and reconciles to the total value of your Grant allocation. The Grant can be used only to fund new starts for adult skills, non-formula funded community learning (where applicable to you) and learner support.
- 22.2 The delivery plan will underpin your performance management dialogue, but your payment profile for the funding year 1st August 2020 to 31st July 2020/21 is set out below.

	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12
Monthly profile	14.44%	8.58%	8.67%	7.08%	5.69%	7.44%	5.39%	5.36%	12.69%	10.21%	8.70%	5.75%
Cumulative monthly profile	14.44%	23.02%	31.69%	38.77%	44.46%	51.90%	57.29%	62.65%	75.34%	85.55%	94.25%	100.00%

### Grant funded in-year performance management

- 22.3 Whilst payment mechanisms might be different the new risk-based performance management principles will apply to all AEB providers, including those funded by Grant. If the college is underperforming (funding can be removed in year). If it has the capacity to grow its provision in certain sectors, or to support specific cohorts, it could be provided with additional funding in-year. Any decision to increase/decrease Grant allocations will be discussed in advance of any changes being made.
- 22.4 Performance reviews will include quality, delivery, finance, compliance and your overall progress against your delivery plan. The expectation is that in 2020/21 academic year formal performance management will take place four times a year for contract and three times a year for grant. If the risk profile of the Grant provider changes in year, then the CPCA reserve the right to change the performance management arrangements it has with you. Each Grant provider will know the performance management arrangements that will operate before the 1st August 2020.

### Grant funded end year performance reconciliation

- 22.5 For Grant funded providers, at the end of the 2020 to 2021 funding year, CPCA will apply a 3% reconciliation tolerance. Where your overall delivery of your CPCA devolved AEB is at least 97% of your Grant allocation, CPCA will not make any year-end adjustment and you will not have to pay back any unspent funds.
- 22.6 The CPCA calculation of whether a provider has delivered 97% will include delivery confirmed through a review of their ILR and EAS information and their in-year overall performance. If you do not deliver 97% or above, we will confirm the value of funding you must pay back in your reconciliation statement

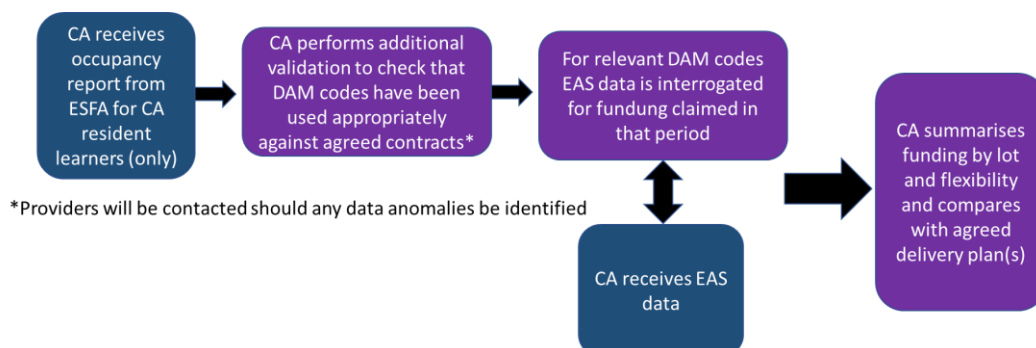
## 23 Contract for services funding arrangements

### Contract funding principles

- 23.1 ITP's who have secured a Contract with the CPCA, will be subject to its risk-based performance management arrangements. The risk rating you attract will decide on how you will be paid. You will be paid on monthly basis on the delivery plan profile agreed between the provider and the CPCA.
- 23.2 You will be **paid on actual delivery, one month in arrears**, for the 2020/21 funding year. Your payments will be based on your actual delivery and reconciled against your proposed delivery plan on a monthly basis. At no stage will the cumulative payments made to a provider, breach the maximum value of the contract. Any over delivery will not be funded and variations to contract values will be formalised through a contract variation.

## 24 Data Validation within the CPCA

24.1 The CPCA will be undertaking the following approach to validating the information you submit.



## 25 Performance Management Generic rules that apply to all delivery

25.1 Performance management reviews will normally take place quarterly, although the CPCA will be having an on-going monthly dialogue with you. We will use the CPCA funding and performance management approach for your AEB funding. This approach is to ensure that providers delivery high quality and meet the agreed delivery profiles, in your Contract. CPCA will, where required, take appropriate informal/formal action against you, where you do not meet your contractual requirements or the terms of your grant agreement.

25.2 The Performance Review (PR) meetings with you which will focus on achieving contractual performance levels. Performance will be managed on both the quantitative and qualitative aspects of your contract.

## 26 Performance Management

26.1 We will apply different performance-management processes according to the type of funding agreement and risk profile of our agreement with you. Within these processes, we will apply our principles of performance-management consistently to all providers. The approach we will be taking will be shared with you in advance of the start of the funding year.

26.2 We will use the CPCA funding and performance management approach for your AEB funding to make sure learning provision is high quality and that you are progressing against your delivery profile. We will use “a basket of measures” to assess your ability to deliver education and training to the required standard. It will include but not be limited to, Ofsted grades, financial health, financial management and control, outcomes, destinations and your delivery against your contract and delivery profile or schedule 3.

26.3 Allocations and performance-management decisions are subject to affordability within the available budget at the time. As a result of the CPCA procurement, your contracting, payment and performance management arrangements with us will have changed. It is essential that you understand which rules apply to you. **One** of the following two categories will apply to you; the rules for each of these are set out in the rest of this document.

<p>Grant funded providers with an AEB block grant without a procured AEB contract for services awarded through the AEB procurement</p>	<p>Your AEB is allocated to you as a block grant for 2020/21. We will make payments on the standard national profile as set out in Appendix 1 of your funding agreement.</p> <p>Your funding agreement will state the maximum amount of AEB provision you can deliver between 1 August 2020 and 31 July 2021.</p> <p>You must provide three funding claims setting out your actual delivery to date and, where appropriate, provide a forecast for the remainder of the funding year. The funding claims must include Adult Skills, the funding claims you must provide are set out below:</p> <ol style="list-style-type: none"> <li>1. The mid-year funding claim in February 2021</li> <li>2. The year-end funding claim in September 2021</li> <li>3. The final funding claim in October 2021</li> </ol> <p>At the end of the funding year, for any under-delivery we will apply a 3% tolerance. That is, where your delivery of the overall AEB is at least 97% of your funding allocation, we will not make a year-end adjustment to your funding allocation and you will not have to pay back any unspent funds. Where your delivery is less than 97%, you must pay back any unspent funds up to the full value of your AEB funding allocation. We will confirm the value of funding you must pay back in your reconciliation statement.</p>
<p>New contract for service providers that have been successful in the AEB procurement</p>	<p>You will receive a new contract for services for the funding awarded to you through the procurement, covering the period 1 August 2020 to 31 July 2021 (with the option to extend). Your contract will state the maximum amount of AEB provision you can deliver between 1 August 2020 to 31 July 2021 (1+1).</p> <p>Your contract will span two financial years:</p> <ul style="list-style-type: none"> <li>• August 2020 to March 2021: periods 5 to 12 of the 2020 to 2021 funding year</li> <li>• April 2021 to July 2021: periods 1 to 4 of the 2021 to 2022 funding year</li> </ul> <p>Your contract is split into two funding lines: You cannot shift funding between the two.</p> <p>We will pay the AEB component based on your actual delivery each month, up to your contract value for the financial year. We will calculate the value of your actual delivery using the latest validated ILR and EAS data you provide. We will pay you the Learner Support component on the standard national profile set out in Appendix 1 of your contract. We will reconcile this funding at the end of the year based on the funding claims you provide. We will recover under-delivery.</p>

	For Learner Support you must provide three funding claims setting out your actual delivery to date and, where appropriate, provide a forecast for the remainder of the funding year.
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## **27 Contract/Grant Performance Review (CPR)**

27.1 The purpose of the Review is to formally examine with you, your performance for individual grants or contracts. All relevant aspects of performance will be assessed against grant or contractual requirements and delivery plans. The usual frequency of the Reviews will be quarterly; however, this can be varied when appropriate. It may mean the CPCA holds more frequent reviews in the initial stages of the grant or contract.

27.2 The CPR meeting will focus on the ongoing achievement of performance levels and the delivery of high-quality teaching and learning, and, is likely to cover the following areas:

- Funding allocation performance
- Action points outstanding from previous meeting
- Performance including outputs such as general learner participation and expenditure and outcomes such as participation in geographical priorities particularly Peterborough and The Fens, community cohesion, sustainable employment, qualification progression, further learning, links to priority sectors and pay progression,
- Expected future performance based on information available
- Review of the Action Plan – including performance expectations agreed at the last meeting
- Subcontractor and supply chain performance
- Collaborative working
- CPCA / DfE policy changes.

27.3 If data shows that you may not achieve the performance levels set out in your grant/contract, we will discuss with you whether a Performance Action Plan is required. The Action Plan will be used to capture all agreed actions for performance improvement including incremental performance and pipeline data that may lead to improving performance levels in line with the agreement/contract.

27.4 If the remedial actions captured on the Action Plan are unable to lift your performance in order to meet the delivery profile performance levels, you will be invited to a meeting to discuss performance and receive a management letter to request specific performance improvement. At this stage you will be informed that formal action could be taken if performance doesn't improve.

27.5 In addition, as part of our financial assurance work, we will continue to place significant assurance on the national systems and processes operated by DfE and the ESFA. We will however expect you to be fully compliant with CPCA funding rules.

27.6 The funding in your funding agreement or contract value can be used to fund both learning and support for new starts but not for carry in residents. You must ensure you have funding available to ensure all residents you enrol can complete their programmes.



- 27.7 CPCA have no responsibility to pay any amount over your allocated funding for the funding year or financial year. If you deliver more than your contract value, you do so at your own risk, unless agreed in advance and in writing with CPCA.
- 27.8 For new contracts awarded through the CPCA procurement, we have the option to extend the contract for the funding years 2021/22 at our discretion, and we will review this on an annual basis. Any future extensions will be subject to government policy, budget availability, your delivery and performance against your procured AEB contract value and the delivery agreed with you as part of the contract award. We will performance manage all your CPCA AEB provision whether Grant or a Contract.
- 27.9 If we increase your contract value through a performance-management process, you must use that extra funding to deliver the type of learning provision for which you requested and are awarded funding.
- 27.10 You cannot shift funds between your CPCA AEB and any other funding stream.
- 27.11 CPCA reserve the right to increase or decrease the number of performance management points we operate, in line with delivery against the funding available for AEB and reserve the right to adjust your contract value if there is a risk that demand for AEB may exceed the budget available.

## **28 Funding Claims**

- 28.1 At the performance management review (Period 6), we will be looking at the annual allocation for all providers: which could mean a reduction or increase in the allocation according to the performance of the previous 6 months and expectations for the next 6 months. If we decide to reallocate funding, we will have a transparent process to invite and assess growth requests. We will expect all requests for growth to be supported by evidence of expected demand.

## 29 Annex A - Eligibility for funding

- 29.1 In addition, eligibility determines how eligibility to be funded can depend upon citizenship within the European Union or the European Economic Area (EEA). are a citizen of a country within the European Economic Area (EEA) or other countries determined within the EEA, including those with bilateral agreements such as Switzerland, or have the Right of Abode in the UK.
- 29.2 Have been ordinarily resident in the EEA or other countries determined within the EEA, including those with bilateral agreements such as Switzerland, for at least the previous three years on the first day of learning.
- 29.3 Any resident or relevant 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. Keeping this permission applies if the application was made before their current permission expired. Their leave continues until the Home Office decide on their immigration application.
- 29.4 Therefore, a resident or relevant family member is considered to still have the immigration permission that they held when they made their application for an extension, and their eligibility would be based upon this status. You can find further information on eligibility from the [UK Council for International Student Affairs](#).

### **Non-EEA citizens**

- 29.5 A non-EEA citizen is eligible for funding if they have permission granted by the UK government to live in the UK, which is not for educational purposes, and have been ordinarily resident in the UK for at least the previous three years before the start of learning.

### **Residents with certain types of immigration status and their family members**

- 29.6 Any resident with any of the statuses listed below is eligible to receive funding and are exempt from the three-year residency requirement rule. You must have seen the resident's immigration permission in these circumstances:
- 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
  - Section 67 of the Immigration Act 2016 leave
  - Calais leave to remain
  - The husband, wife, civil partner and child of any of the above in subparagraphs the above bullets
- 29.7 The resident's immigration permission in the UK may have a 'No recourse to public funds' condition. Public funds do not include education or education funding, so this does not affect a resident's eligibility, which must be decided under the normal eligibility conditions.

## Asylum seekers

29.8 Asylum seekers are eligible to receive funding if:

- They have lived in the UK for six months or longer while their claim is being considered by the Home Office, and no decision on their claim has been made, or
- They are in the care of the local authority and are receiving local authority support under section 23C or section 23CA of the Children Act 1989 or section 21 of the National Assistance Act 1948

29.9 Any resident 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 six months of lodging the appeal, or
- They are granted support for themselves under section 4 of the Immigration and Asylum Act 1999, or
- They are in the care of a local authority and are receiving local authority support for themselves under section 23C or section 23CA of the Children Act 1989.

## Family members of EU and EEA nationals

29.10 In the explanations below, the ‘principal’ is the European Union (EU) or EEA national. The ‘family’ or ‘family member’ is the resident, and must be the husband, wife, civil partner, child, grandchild, dependent parent or grandparent of the ‘principal’.

29.11 If the resident, who is a family member of an EEA national, has been ordinarily resident in the EEA for the three years prior to the start of their course, they are eligible for funding.

29.12 This table shows the eligibility for family members if: the family member is now ordinarily resident in England but has not been ordinarily resident in the EEA for at least the previous three years before the start of learning, and a principal has been resident within the EEA for the last three years.

		Principal ordinarily resident in the EEA for three years		
		EU (including the UK) citizen	Non-EU EEA citizen	Non-EEA citizen
Family member not ordinarily resident in the EEA for three years	EU (including the UK) citizen	Eligible	Eligible	Not eligible
	Non-EU EEA citizen	Eligible	Not eligible	Not eligible
	Non-EEA citizen	Eligible	Not eligible	Not eligible

## **Children of Turkish workers**

- 29.13 A child of a Turkish worker is eligible if both of the following apply:
- The Turkish worker is currently ordinarily resident in the UK and CPCA. The Turkish worker is or has been, lawfully employed in the UK and CPCA
  - The child has been ordinarily resident in the EEA and/or Turkey for the full three-year period before the start of their programme and is now resident in CPCA
- 29.14 This Annex details which countries will meet the residency requirements detailed in the above guidance.

## **Countries or areas where residency establishes eligibility for our funding**

- 29.15 Member states of the European Union, you can access a list of member states on the EU website.
- 29.16 Other territories are categorised as being within the European Union for the purposes of the fee's regulations; these are:
- Cyprus: any Cypriot national living on any part of the island qualifies for EU residency and is considered an EU national
  - Finland: includes the Aland Islands
  - France: the French Overseas Department (DOMS) (Guadeloupe, Martinique, French Guiana (Guyana), Reunion and Saint-Pierre et Miquelon) is part of metropolitan France and is part of the EU
  - Germany: includes the former German Democratic Republic and the tax-free port of Heligoland
  - Portugal: Madeira and the Azores are part of the EU; Macau is not
  - Spain: the Balearic Islands, the Canary Islands, Ceuta and Melilla are part of the EU
  - United Kingdom: Gibraltar is part of the territory of the EU
  - To note: The Channel Islands and Isle of Man are part of the United Kingdom and Islands but not part of the EU and Andorra, Monaco, San Marino and the Vatican are not part of the EU.

## **EEA and eligible overseas dependent territories.**

- 29.17 For funding eligibility purposes, this is defined as all member states of the EU and Iceland, Liechtenstein, Switzerland, Norway and all the eligible British Overseas Territories and EU overseas territories listed in paragraph X below. 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.
- 29.18 Residents who are nationals of certain British Overseas Territories and of certain European overseas territories are eligible for funding, depending on the three-year rule on residence in the EEA. These are as follows:
- Anguilla; Bermuda; British Antarctic Territory; British Indian Ocean Territory; British Virgin Islands; Cayman Islands; Falkland Islands; Henderson Island; Montserrat; Pitcairn, Ducie and Oeno Islands; South Georgia and the South Sandwich Isles; St Helena and its dependencies; Turks and Caicos Islands; Greenland and Faroe Isles ;Antilles (Bonaire, Curacao, Saba, St Eustatius and St Maarten) Aruba ;New Caledonia and its dependencies; French Polynesia;

Saint Barthélemy; The Territory of Wallis and Futuna Islands; Mayotte; French Southern and Antarctic Territories

## 30 Annex B: Community Learning objectives

- 30.1 Focus public funding on people who are disadvantaged and least likely to participate, including in rural areas and people on low incomes with low skills.
- 30.2 Collect fee income from people who can afford to pay and use where possible to extend provision to those who cannot.
- 30.3 Widen participation and transform people's destinies by supporting progression relevant to personal circumstances, including:
- Improved confidence and willingness to engage in learning
  - Acquisition of skills preparing people for training, employment or self-employment
  - Improved digital, financial literacy and/or communication skills
  - Parents/carers better equipped to support and encourage their children's learning
  - Improved/maintained health and/or social well-being
- 30.4 Develop stronger communities, with more self-sufficient, connected and pro- active citizens, leading to:
- Increased volunteering, civic engagement and social integration
  - Reduced costs on welfare, health and anti-social behaviour
  - Increased online learning and self-organised learning
  - The lives of our most troubled families being turned around
- 30.5 Commission, deliver and support learning in ways that contribute directly to these objectives, including:
- Bringing together people from backgrounds, cultures and income groups, including people who can/cannot afford to pay
  - Using effective local partnerships to bring together key providers and relevant local agencies and services
  - Devolving planning and accountability to neighbourhood/parish level, with local people involved in decisions about the learning offer
  - Involving volunteers and voluntary and community sector groups, shifting long term, 'blocked' classes into learning clubs, growing self-organised learning groups, and encouraging employers to support informal learning in the workplace
  - Supporting the wide use of online information and learning resources
  - Minimising overheads, bureaucracy and administration

## **31 Annex C Subcontracting Background**

31.1 All sub-contracting arrangements must be agreed (in writing) before any delivery of CPCA funded AEB activity is undertaken.

31.2 We define a delivery subcontractor as a separate legal entity that has an agreement with you to deliver any element of the education and training, we fund. A separate legal entity includes companies in your group, other associated companies and sole traders. It also includes residents who are self-employed or supplied by an employment agency, unless those residents are working under your direction and control, in the same way as your own employees.

31.3 You are responsible for all the actions of your delivery subcontractors connected to, or arising out of, the delivery of the services which you subcontract.

### **Selection and procurement of Sub-Contractors**

31.4 14.2.1 You must not increase the value of delivery subcontracts agreed to over 20% of your contract value without written permission from the CPCA.

### **Appointing a Subcontractor**

31.5 You must only award contracts for delivering provision funded by the CPCA's AEB to legal entities. If the legal entity is a registered company, it must be recorded as 'active' on the Companies House database.

31.6 You must make sure that residents supported through subcontracting arrangements know about you and your delivery subcontractor's roles and responsibilities in providing the learning.

31.7 You must have a legally binding contract with each delivery subcontractor that includes all the terms set later within this document and you must have a contingency plan in place for residents if:

- you need to withdraw from a subcontract arrangement;
- a delivery subcontractor withdraws from the arrangement, or
- a delivery subcontractor goes into liquidation or administration

31.8 You must make sure that the terms of your subcontracts allow you to:

- monitor the delivery subcontractor's activity;
- have control over your delivery subcontractors; and
- monitor the quality of education and training provided by delivery subcontractors.

### **Terms that you must include in your contracts with delivery subcontractors**

31.9 You must make sure your delivery subcontractors:

- meet the requirements set out in our funding rules;
- provide you with ILR data so your data returns to us accurately reflect your subcontractor's delivery information;

- give us, and any other person nominated by us, access to their premises and all documents relating to CPCA AEB and other provision co-funded by the AEB;
- give you enough evidence to allow you to:
  - assess their performance against Ofsted's Common Inspection Framework
  - incorporate the evidence they provide into your self- assessment report, and
  - guide the judgements and grades within your self- assessment report
- always have suitably qualified staff available to provide the education and training we fund through the AEB;
- co-operate with you to make sure there is continuity of learning if the subcontract ends for any reason;
- tell you if evidence of any irregular financial or delivery activity arises; irregular activity could include, but is not limited to:
  - non-delivery of training when funds have been paid
  - sanctions imposed on the delivery subcontractor by an awarding organisation
  - an inadequate Ofsted grades
  - complaints or allegations by residents, people working for the delivery subcontractor or other relevant parties, and
  - allegations of fraud
- are bound by European Social Fund (ESF) clauses from your funding agreement being then included in the subcontract, even if the provision being subcontracted is not funded by the ESF;
- do not use our funding to make bids for, or claims from, any European funding on their own behalf or on our behalf without written permission from the CPCA Combined Authority;
- do not use payments made as match funding for ESF co-financing projects without written permission from the CPCA Combined Authority.

## **Monitoring**

31.10 You must manage and monitor all your delivery subcontractors to ensure that high-quality delivery is taking place that meets our funding rules.

31.11 You must carry out a regular and substantial programme of quality-assurance checks on the education and training provided by delivery subcontractors, including visits at short notice and face-to-face interviews with staff and residents. The programme must:

- include whether the residents exist and are eligible;
- involve direct observation of initial guidance, assessment, and delivery of learning programmes;

31.12 The findings of your assurance checks must be consistent with your expectations and the delivery subcontractor's records.



## **32 Annex D: Data Collection**

- 32.1 Data underpins the funding and commissioning decisions made by CPCA. It also underpins and informs the work of Ofsted and other agencies. When aggregated, it presents the progress and position of the FE sector to the CPCA, sponsoring departments and to the Government, thereby informing policy making decisions.
- 32.2 CPCA will in 2020/21 be using the data recorded on the ILR to calculate funding earned by its providers. The data will provide management information, including performance indicators, which will be used to manage your current Grant Agreement or Contract for Services.
- 32.3 The data gathered provides information about the effectiveness of the learning programmes in terms of who they reach, what learning they receive and what outcomes are subsequently achieved. CPCA is interested in developing the types of information collected to ensure that it can adequately assess progression, impact and outcomes which will be different from those currently reported. In 2020/21 CPCA will require providers to return information not recorded in the ILR at certain intervals to support this.
- 32.4 The data collected in the ILR will also be used to ensure that the AEB funding devolved to the CPCA is being spent in line with its statutory duties and its wider skills ambitions. CPCA AEB funded learning is recorded using code 115 in the Funding model field.

### **Individualised Learner Record (ILR) file**

- 32.5 You can collect the data required to make an ILR return in whatever way you wish to and in the best way that supports your natural business processes. For example, information about a learner may be gathered on a paper enrolment form or through an online enrolment process. Much of the information about the learning aims and programmes being undertaken may be held within a Management Information System (MIS) and can be exported directly from this.
- 32.6 However, the information must be collated and submitted in accordance with the ILR guidance which relates to provision delivered by CPCA.

## **33 Annex E Data Protection**

- 33.1 You should make sure that all learners have seen the Privacy Notice, which informs them about how their data will be used. The Privacy Notice can be found in [Appendix F of the ILR Specification](#). You should ask learners if they do not wish to be contacted for marketing, survey or research purposes and record this information in the Learner contact preference fields in the ILR. You are required to ensure that the requirements of the Data Protection Act are always maintained.

### **Confirmation and signatures**

- 33.2 The resident or employer must confirm the information is correct when it is collected. You must have evidence of this, which can include electronic formats.

33.3 We accept electronic evidence, including digital signatures, but you must have wider systems and processes in place to assure you that residents exist and are eligible for funding.

33.4 You must keep effective and reliable evidence. You are responsible for making the evidence you hold easily available to us when we need it.

### **Starting, participating and achieving**

33.5 You can only claim funding for learning when directly related learning starts. This would not include enrolment, induction, prior assessment, diagnostic testing or similar learning.

33.6 You must have evidence that the learning took place and that the resident was not just certificated for prior knowledge.

33.7 Where the learning is certificated you must follow your awarding organisation's procedure for claiming the relevant certificate(s) and ensure they are given to the resident. You must evidence that this has happened in the resident file.

### **Leaving learning**

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

### **Individualised Learner Record**

33.9 You must accurately complete all ILR fields as required in the ILR Specification, even if they are not used for funding. Where your data does not support the funding you have claimed, we will act to get this corrected and could recover funds you have claimed.

33.10 The ILR must accurately reflect what learning and support (where applicable) has been identified, planned and delivered to eligible residents. You must not report inaccurate information that would result in an inflated claim for funding.

33.11 The ILR provides assurance that the CPCA funding rules are being followed and calculate actual funding earned. It will be used by CPCA to monitor individual providers' delivery, monitor quality of provision and evaluate the effectiveness of providers across the combined authority.

33.12 The ILR file must contain evidence to support the funding claimed and must be available to CPCA if we need it. Evidence in the learner file must assure us that the learner exists, and the learner must confirm information they provide is correct when it is collected.

33.13 Learner records should include:

- Your assessment and evidence of eligibility for funding and a record of what evidence the resident has provided
- All initial, basic skills and diagnostic assessments
- Information on prior learning that affects the learning or the funding of any of the learning aims or programme.

- 33.14 For 'personalised learning programmes', for example, learning not regulated by a qualification, full details of all the aspects of the learning to be carried out, including supporting evidence of the number of planned hours reported.
- A description of how you will deliver the learning and skills and how the resident will achieve
  - The supporting evidence about why you have claimed funding and the level of funding for a resident, including details of any resident or employer contribution
  - Support needs identified, including how you will meet these needs and the evidence of that
  - That learning is taking or has taken place (including a work placement if the resident is taking part in a traineeship) and records are available
  - A resident's self-declarations as to what state benefit, they claim
  - A resident's self-declarations on their status relating to gaining a job.
- 33.15 All records and evidence of achievement of learning aims. This must be available within three months of you reporting it in the ILR.
- 33.16 You must keep evidence that the resident is eligible for funding. Where the resident is unemployed this must include a record of what you have agreed with them, including the relevance of the learning to their employment prospects and the labour market needs.
- 33.17 If a subcontractor delivers any provision to the resident, it must clearly identify who it is, and this must match the information reported in the ILR.

### **Self-declarations by residents**

- 33.18 All self-declarations must confirm the resident's details and describe what the resident is confirming.
- 33.19 If a resident self-declares prior attainment, you must check this in the personal learning record and query any contradictory information with the resident. The personal learning record will not necessarily override the resident's self-declaration.

### **Outcomes**

- 33.20 The following are recognised outcomes if they are achieved and evidenced within six months of completing the AEB learning.
- An apprenticeship starts evidenced by ILR records or a self-declaration by the resident
  - A job, including being self-employed, for at least 16 hours a week and for eight consecutive weeks within six months of completing AEB learning evidenced by a declaration from the resident or their employer
  - Progression to another English or maths qualification which is a level higher than that achieved previously through AEB learning
  - Progression of a resident evidenced by self-declaration they are studying a level 2 or level 3 qualification at least 150 guided learning hours

## **34 Annex F: Definitions used in the Adult Education Budget Unemployed**

34.1 For funding purposes, a resident is defined as unemployed if one or more of the following apply.

- They receive Jobseeker's Allowance (JSA), including those receiving National Insurance credits only
- They receive Employment and Support Allowance (ESA) and are in the work-related activity group (WRAG)
- They receive Universal Credit, 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 are determined by Jobcentre Plus as being in one of the following groups:
  - All Work-Related Requirements Group, Work Preparation Group and Work-Focused Interview Group;
- They are released on temporary licence and studying outside a prison environment and not funded through the Offenders' Learning and Skills Service (OLASS).

34.2 Providers may also use their discretion to fully fund other residents if both of the following apply. The resident:

- Receives other state benefits (not listed above) 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)
- 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 you are satisfied the learning is directly relevant to their employment prospects and the local labour market needs

### **Full level 2**

34.3 Level 2 is the level of attainment which, is demonstrated by:

- A General Certificate of Secondary Education in five subjects, each at grade C or above, or grade 4 or above, or
- Technical Certificate at level 2 which meets the requirements for the 2018 and 2019 16 to 19 performance tables

34.4 If a resident aged 19 to 23 has achieved a level 2 qualification, that was, at the time they started, or still is, classed as a full level 2, then any subsequent level 2 qualifications will be co-funded.

34.5 If a qualification gained overseas is comparable/compatible with a regulated qualification in England, currently part of the level 2 and level 3 19 to 23 legal entitlement, the resident will be deemed to have achieved their first level 2 and/or level 3 qualification.

### **Full level 3**

34.6 Level 3 is the Level of attainment which is demonstrated by a:

- General Certificate of Education at the advanced level in two subjects, or
- General Certificate of Education at the AS Level in four subjects, or

- QAA Access to Higher Education (HE) Diploma at level 3, or
- Tech level; or applied general qualification at level 3 which meets the requirements for the 2019 and 2020 16 to 19 performance tables.

34.7 If a resident aged 19 to 23 has achieved a level 3 qualification, that was, at the time they started, or still is, classed as a full level 3, and wants to enrol on any subsequent level 3 qualification, of any size, they will have to either apply for an advanced resident loan or pay for their own learning.

34.8 When a resident starts an AS Level qualification and intends to continue through to a full A Level in the same subject, the funding of both the AS and A Levels will be treated as if they were a single qualification. This must be set out in their learning agreement and the learning must be in consecutive funding years.

### **Eligible qualifications**

34.9 Where you deliver regulated qualifications and/or their components you must ensure they are eligible for AEB funding and available on the Hub.

34.10 Before delivering a component, you must check with the awarding organisation that they provide a facility for the resident to be registered on it and the resident can achieve it alone or as part of accumulating achievement towards a qualification.

### **Non-regulated learning**

34.11 Where you deliver non-regulated learning, you must ensure it is eligible for funding. Such learning could include:

- independent living skills or engagement learning supporting adults to operate confidently and effectively in life and work
- locally commissioned and/or locally developed basic knowledge and skills needed to access technical qualifications
- employability and labour market re-entry
- locally commissioned and/or locally devised technical education short courses (also known as taster sessions)
- community learning courses

34.12 The eligibility principles we apply to non-regulated learning are as follows.

- It must not be provision linked to UK visa requirements
- It must not be provision linked to statutory employer requirements (including a licence to practice) unless there is an agreed concession in place
- It must not be vendor-specific provision which is linked to a particular employer or commercial system
- It must not be learning that should be part of a resident's experience, such as an 'induction to college'
- It must not be a non-regulated version of a regulated qualification
- It must not be above notional level 2 (that is, at notional levels 3 or 4)
- At notional level 2 it must focus on technical provision

34.13 Where you are delivering non-regulated learning, you must ensure you have appropriate and robust quality assurance processes in place. For instance, 'The Recognising and Recording Progress and Achievement (RARPA) Cycle'. Further information on RARPA is available from the Learning and Work Institute.

## 35 Annex G: Glossary

- 35.1 **20+ childcare** - A category of learner support to assist residents aged over the age of 20 who are at risk of not starting learning or leaving learning due to issues in obtaining childcare.
- 35.2 **Adult funding methodology** - The CPCA funding methodology for residents aged 19 and over, participating in AEB learning.
- 35.3 **Advanced Learner loan** - Advanced learner loans are available for residents aged 19 or above to undertake approved qualifications at levels 3 to level 6, at an approved provider in England. Advanced resident loans give residents access to financial support for tuition costs similar to that available in higher education and are administered by Student Finance England.
- 35.4 **Break in learning** - When a resident is not continuing with their learning but has told you beforehand that they intend to resume their learning in the future.
- 35.5 **Care to learn** A Department for Education scheme to assist young parents under the age of 20 with the childcare costs that may form a barrier to them continuing in education.
- 35.6 **Community Learning** - Helps people of different ages and backgrounds gain a new skill, reconnect with learning, pursue an interest, learn how to support their children better, or prepare for progression to more formal courses / employment.
- 35.7 **Components of regulated qualification** - A subset of a qualification, which could be a unit.
- 35.8 **Contract for services** - Funding agreement for providers not paid through a grant agreement.
- 35.9 **Direct costs of learning** - Any costs for items without which it would be impossible for the resident to complete their learning aim. This can include the costs of registration, examination or any other activities or materials without which the resident cannot achieve their programme of study.
- 35.10 **Distance learning** - Learning delivered away from the resident's main place of employment or place of learning.
- 35.11 **Earnings adjustment statement (EAS)** -The form providers need to fill in to claim funding that cannot be claimed through the Individualised Learner Record.
- 35.12 **Education health care (EHC) plan** - An EHC plan replaces statements of special educational needs and learning difficulty assessments for children and young people with special educational needs. The local authority has the legal duty to 'secure' the educational provision specified in the EHC plan, that is, to ensure that the provision is delivered.
- 35.13 **Employed** - A resident who has a contract of employment. This does not include residents who are self-employed.

- 35.14 **English for speakers of other languages (ESOL)** - The study of English by speakers of other languages.
- 35.15 **ESFA** - The Education Skills Funding Agency
- 35.16 **European social fund (ESF)** - The ESF is a structural fund from the European Union. It improves the skills of the workforce and helps people who have difficulties finding work. We are a co-financing organisation for the ESF.
- 35.17 **Exceptional learning support** - Learning support when the needs of the resident cost more than £19,000 in a single funding year.
- 35.18 **Full level 2** - The following qualifications are designated full at level 2: A General Certificate of Secondary Education in five subjects, each at grade C or above, or grade 4 or above, or a Technical Certificate at level 2 which meets the requirements for 2018 to 2019 16 to 19 performance tables.
- 35.19 **Full level 3** - The following qualifications are designated full at level 3: a General Certificate of Education at the advanced level in two subjects, or a General Certificate of Education at the AS Level in four subjects, or a QAA Access to Higher Education (HE) Diploma at level 3, or a Tech Level; or applied general qualification at level 3 which meets the requirements for 2018 16 to 19 performance tables.
- 35.20 **Functional skills** - Applied practical skills in English, maths and ICT that provide the resident with the essential knowledge, skills and understanding to enable them to operate effectively and independently in life and work.
- 35.21 Funding and delivery profile to include the:
- conditions of funding (grant) or contract for services; and the delivery profile you have reached with the CPCA.
- 35.22 **CPCA** - The Cambridgeshire and Peterborough Combined Authority.
- 35.23 **Grant-funded providers** - Providers with a financial grant agreement.
- 35.24 **Guided learning** - As defined by Ofqual: "The activity of the resident in being taught or instructed by – otherwise participating in education or training under the immediate guidance or supervision or – a lecturer, supervisor, tutor or other appropriate provider of education or training.
- 35.25 For these purposes the activity of '**participating in education and training**' shall be treated as including the activity of being assessed if the assessment takes place under the immediate guidance or supervision of a lecturer, supervisor, tutor or other appropriate provider of education or training." You can find more information in the Ofqual General Conditions of Recognition September 2016.
- 35.26 **Hardship** - Within learner support, a category of support to assist vulnerable and disadvantaged residents to remove barriers to education and training.

- 35.27 **The Hub** - The Hub provides online services including the return of your Individualised Learner record (ILR) and completed EAS. You can also search all learning aims, components of qualifications, apprenticeship frameworks and standards along with their validity and funding details.
- 35.28 **Immigration status** - The permissions, or otherwise, granted by the government of the United Kingdom for a resident to reside here.
- 35.29 **Individualised Learner Record (ILR)** - The primary data collection requested from learning providers for further education and work-based learning in England. The data is used widely, most notably by the government, to monitor policy implementation and the performance of the sector. It is also used by organisations that allocate funding for further education.
- 35.30 **Information advice and guidance (IAG)** - Services available to residents to enable them to consider further learning opportunities, progression and career choices.
- 35.31 **Job outcome payments** - Payments made for residents who are unemployed at the start of learning who cease learning to take up a job.
- 35.32 **Learner file** - A collection of documents and information brought together to form a single point of reference relating to the learning that is taking place. This provides the evidence to prove that the resident exists and is eligible for funding, and for the learning to be provided.
- 35.33 **Learning support** - Funding to enable providers to put in place a reasonable adjustment, set out in the Equality Act 2010, for residents with an identified learning difficulty and/or disability to achieve their learning goal.
- 35.34 **Learner support** - Funding to enable providers to support residents with a specific financial hardship that might prevent them from being able to start or complete their learning.
- 35.35 **Learning aim reference number** - The unique eight-digit code used to identify a specific learning aim.
- 35.36 **Local flexibility - Regulated** qualifications, and or their components, and non-regulated learning that the ESFA funds, that is **not** part of the English and maths, or level 2 or level 3 legal entitlement offer. All regulated and non-regulated learning that is available for funding through the flexible local offer is listed on The Hub.
- 35.37 **Non-regulated learning** - Learning which is not subject to awarding organisation external accreditation in the form of a regulated qualification. It may be designed, delivered and certificated by a provider or another organisation. This could include:
- independent living skills and engagement learning
  - employability and work skills
  - labour market re-entry
  - technical education tasters
  - community learning



- 35.38 **Ofqual** - The Office of Qualifications and Examinations Regulation which regulates qualifications, examinations and assessments in England.
- 35.39 **Ofsted** - The Office for Standards in Education, Children's Services and Skills.
- 35.40 **Ordinarily resident** - For funding purposes, a person who normally lives in the United Kingdom, can live there by law, and return there after temporary trips outside the country. Temporary absences from a country due to the resident or a relevant family member working or travelling abroad would be discounted when considering ordinary residency.
- 35.41 **Personal learning record (PLR)** - A database which allows resident residents access to their past and current achievement records. These can be shared with schools, colleges, further education training providers, universities or employers.
- 35.42 **Planned learning end date** - The date entered onto the Individualised Learner record (ILR) when the resident is expected to complete their learning.
- 35.43 **Recognising and Recording Progress and Achievement (RARPA)** - The Learning and Work Institute have undertaken a consultation on the RARPA Cycle and have published updated RARPA Guidance. This comprises a clear framework designed to support residents through the learning process, identifying key outcomes. It provides a robust approach to quality control and improvement of non-regulated provision with a focus on self-assessment that supports standards acceptable to the Office of Standards in Education (Ofsted). You can access further information from The Learning and Work Institute.
- 35.44 **Recognition of prior learning (RPL)** - An assessment method that considers whether a resident can demonstrate that they can:
- meet the outcomes for a qualification or a component of a qualification through knowledge, understanding or
  - skills they already have and so do not need to undertake a course of learning for that component or qualification.
- 35.45 **CPCA Register of training Organisations (the Register)** - A register that provides assurance on organisations that have a grant or contract for service with CPCA.
- 35.46 **Resident** - someone who has a home postcode in the CPCA.
- 35.47 **Residential** - Support provided under learner support to residents receiving specialist provision which involves a residential element, or to support residents who cannot receive provision locally.
- 35.48 **Regulated Qualifications Framework (RQF)** - The RQF provides a way of understanding and describing the relative Level and size of qualifications. The RQF, operated by Ofqual, is a single regulatory framework containing a range of general, technical and professional qualifications.
- 35.49 **Senior responsible person** - For example: chief executive, managing director, principal or their equivalent.

- 35.50 **Self-certification** - A process where the resident can confirm something through their own signature.
- 35.51 **Small or medium sized enterprise (SME)** - The category of micro, small and medium-sized enterprises made up of enterprises that employ fewer than 250 persons and which have an annual turnover not exceeding 50 million euros, and/or an annual balance sheet total not exceeding 43 million euros.
- 35.52 **Start of learning** - The date on which learning begins. We do not consider enrolment, induction, diagnostic assessment or prior assessment to be part of learning.
- 35.53 **State benefits** - State benefits are contributions, both financial and nonfinancial, made by central and local government to residents in certain circumstances to meet their day-to-day living needs.
- 35.54 **Statutory entitlement** - The statutory entitlement to education and training allows residents to be fully funded who are aged: 19 and over, who have not achieved a Grade A\*-C, grade 4, or higher, and study for a qualification in English or maths up to and including level 2 and 19 to 23, if they study for a first qualification at level 2 and/or level 3.
- 35.55 **Subcontractor** - A separate legal entity that has an agreement with you to deliver any element of the education and training we fund. A separate legal entity includes companies in your group, other associated companies and sole traders. It also includes residents who are self-employed or supplied by an employment agency, unless those residents are working under your direction and control, in the same way as your own employees.
- 35.56 **UK provider reference number** - A number given to all providers by the UK register of learning providers to enable them to be easily identified.
- 35.57 **Unique resident number** - A 10-digit number used to match a resident's achievement to their personal learning record (PLR).
- 35.58 **Work programme** - A government programme operated by the Department for Work and Pensions aimed at getting long-term unemployed residents into work.