

# Lancashire Adult Learning

## SERVICE LEVEL AGREEMENT BETWEEN LANCASHIRE COUNTY COUNCIL AND A SUB-CONTRACTING PROVIDER

This Service Level Agreement (SLA) describes the arrangement by which Lancashire Adult Learning (LAL) will secure the provision of adult learning through the agency of:

Name of Provider: \_\_\_\_\_

### **1. Period of Agreement and Contact Information**

The Service Level Agreement covers the period from \_\_\_\_\_ to \_\_\_\_\_ and the programme of work agreed in the Programme Details at the end of this document.

The Provider Manager at \_\_\_\_\_ will be responsible for the delivery of learning encompassed by the SLA.

Name of Provider Manager: \_\_\_\_\_

The representative of LAL will liaise with the Provider Manager to monitor the implementation of the programme

Name of representative: \_\_\_\_\_

### **2. Requirements of Funding**

#### **a) Acknowledging Source of Funding**

The Provider is asked to acknowledge the role of LAL by including the following wording in all publications and publicity in relation to the provision covered by this SLA  
"In Partnership with *Lancashire Adult Learning*"

#### **b) Planning**

The Provider should:-

- participate in a planning process with LAL and such agencies as partners may invite to agree strategic priorities, resulting in the submission of an agreed, costed programme (see Programme Details below)
- use provision to widen participation for identified groups and geographical areas as agreed in discussion with LAL
- plan provision which is consistent with the standards described in the Common Inspection Framework

#### **c) Qualifications and Experience of Teaching Staff**

Unless provision is taught by LAL tutors, the Provider should employ teaching staff who are considered by LAL to be appropriately qualified and registered with the institute for Learning.

The minimum standard is that all new tutors are asked to

**either:**

- complete Preparing to Teach in the Lifelong Learning Sector (PTLLS) within their first year
- complete the Diploma in Teaching in the Lifelong Learning Sector within the following 4 years

**or**

- complete Preparing to Teach in the Lifelong Learning Sector (PTLLS) within their first year and work under close supervision\* of a member of LAL teaching / quality team OR fully qualified teacher employed by the sub-contractor
- close supervision includes scrutiny of scheme of work and session plan, discussion of teaching, learning and assessment strategies, session evaluation and observation annually or every 15-20 hours as relevant

All tutors employed in a teaching role before September 2007 must have the qualifications required by LAL at that time – namely, PGCE / Cert Ed, Certificate in FE Teaching Level 4, Stage 1, 2 or 3, City and Guilds 7307 Stage 1 or 2, or equivalent.

All tutors will provide evidence of their membership of the Institute for Learning

All tutors will participate in, and keep a record of their CPD activity in line with the requirements of the Institute of Learning

In addition, all tutors should:

- be suitably experienced and have relevant experience within their subject area.
- have the capacity to apply good practice in teaching, as identified by the Common Inspection Framework (CIF), and the Every Child Matters framework
- have the capacity to undertake promptly and consistently the administrative requirements reasonably expected within the discharge of their teaching duties.

**d) Quality Assurance and Improvement Arrangements**

The Provider is asked to work with LAL to ensure that all provision conforms to the quality standards of the Common Inspection Framework. The mechanisms for measuring quality will include the following:

- facilitate lesson observations (where LAL's own tutors are not engaged), in accordance with LAL OTL policy, and follow up action points with the observed tutor
- provide a venue for learning activity which complies with LAL health and safety and access requirements

- provide access to the representative or other authorised persons at reasonable notice (at least one month) to enable him/her to observe or inspect learner activities and facilities.
- Contribute to the annual self-assessment process
- Participate in a termly review of progress through monitoring meetings
- pass on to the LAL representative such information arising from inspections, observations undertaken, and self-assessment within the provider organisation as may be required. This might include inspection reports, analysis of observations undertaken, self-assessment reports, action plans and evidence of monitoring of progress against identified actions for improvement.
- implement such improvements or adjustments as may be requested by LAL in the light of inspection, observations undertaken, and self-assessment.
- implement the prescribed Learner Feedback Procedure in respect of all learning provided in partnership with LAL.
- Work with LAL to ensure that the Learner entitlement is implemented for all learners

### **Monitoring, information and reports**

The Provider is asked to complete the 'Contract Details" section of this document. These details may be amended during the course of the contract.

The Provider should provide any documentation required by LAL, including enrolment forms

The Provider is asked to participate in monitoring meetings as agreed. A schedule of meetings will be agreed with the LAL representative at the beginning of the period of the Service Level Agreement.

The Provider will provide at reasonable notice access for audit purposes to facilities and information as required by the LAL representative or other authorised persons (e.g. LSC representative or Ofsted Inspectors).

### **e) Health & Safety**

The Provider Manager should ensure that all premises used for learning conform to the Health and Safety requirements and regulations of Lancashire Adult Learning, as set out in the Service Health and Safety Policy. This will involve inspecting all premises, undertaking Health and Safety risk assessments and DDA audits, and putting in place any essential improvements prior to classes commencing. The Provider will bring to the immediate notice of the representative any instances where accommodation or equipment is not fit for purpose. Such accommodation will not be used in relation to delivery of provision which forms part of this agreement. Access to premises will be provided to the representative of LAL or other authorised persons at reasonable notice (minimum one week) for the purposes of confirming compliance.

The Provider will ensure full compliance with DDA & Health and Safety legislation and provide supporting evidence of compliance.

The Provider should comply with legislation designed to safeguard children and vulnerable adults, in accordance with LCC and LAL policy and procedure.

### **g) Equality of Opportunity**

The Provider should deliver a programme which:

- complies with all legislation in respect of disability, race, gender and age, and with LCC and LAL Equality and Diversity Policy
- 
- complies with the current Lancashire Adult Learning Fees and Remissions Policy (available from website: [www.lal.lancashire.gov.uk](http://www.lal.lancashire.gov.uk))
- promotes race equality, in line with the above policy
- promotes diversity, in line with the above policy
- provides evidence of the above

### **3. Support**

The representative of LAL will undertake to provide, within available funding, the following support and services:

- A named representative (see above) to whom the Provider can refer at any time for advice and assistance.
- Documentation, schedules and advice relating to planning, enrolment and Individual Learner Record data returns
- Feedback on performance relating to recruitment, retention and achievement.
- Feedback arising from any quality measures or activities that may be relevant.
- Training (where relevant), advice and support relating to quality issues.
- Advice on the implementation of Health and Safety and access checks.
- Prompt payment for delivery of the programme as evidenced by enrolment documentation.
- Good practice. A schedule of meetings will be agreed with the LAL representative at the beginning of the period of the contract.
- A funding allocation against agreed targets as described in the “Programme Details” section of this document.
- Reasonable notice (or as otherwise agreed) of any change to funding allocation.

### **4. Data Protection and Freedom of Information**

All providers of learning will conform with data protection and FOI legislation, this may include as agreed with LAL the following:

- Provide a named person to respond to requests for information under the Acts.
- Ensure that all enrolment forms contain the statement (Appendix III) provided by the LSC as funders, or can provide evidence that they have a clear policy in place to

notify learners of the content of the statement (*FE providers may wish to use the full version of the statement rather than the abbreviated version notified for ACL*).

## **5. Non-Compliance**

The Provider shall comply with the requirements described in the Service Level Agreement and will seek to remedy within a reasonable timescale any instances of non-compliance identified by Lancashire Adult Learning. Lancashire Adult Learning and the Provider will use their best endeavours to ensure compliance. However, should Lancashire Adult Learning conclude that progress towards compliance is not achievable, Lancashire Adult Learning will provide a minimum of 3 months' notice of termination of the agreement (unless agreed otherwise), consistent with the best interests of the learners.

Implied by section 3

## **6. Programme Details**

**Complete section A and then either section B or section C**

### **Section A**

|   |  |
|---|--|
| Provider name:                          |  |
| Manager / Team Leader name:             |  |
| Telephone number:                       |  |
| Email:                                  |  |
| Total no of learners:                   |  |
| Total no of learner hours (if relevant) |  |

**Section B (do not complete this if section C is completed)**

|   |          |
|---|----------|
| Total no of learner hours at £            per learner hour: |          |
| <b>= Total value of agreement:</b>                          | <b>£</b> |

**Section C**

| <b>Qualification</b> | <b>Target no of Candidates</b> | <b>LSC funding allocation per candidate £</b> | <b>Assumed fee element (if relevant)</b> | <b>Price to be paid £</b> |
|----------------------|--------------------------------|---|--|---------------------------|
|                      |                                |   |  |                           |
|                      |                                |   |  |                           |
|                      |                                |   |  |                           |

**Maximum contract value:** £\*\*\*\* (price to be paid) plus £\*\*\*\* maximum carry forward from previous year

Notes for Section C:

1. LSC funding does not end at the end of the year in question (31 July 20--). Candidates whose programme continues into the following funding year carry forward their entitlement to funding. It is therefore assumed that a proportion of the total contract value will be paid during following academic year
2. Price paid:
  - a) Employment Related Provision;
    - i) The Price paid for each qualification will be based on the funding allocation published by the LSC for each type of provision and the guided learning hour value indicated in the Learning Aims Database (LAD)
    - ii) The Price paid will reflect a reduction of ----% from this rate for assumed fees, except where learner entitlement to free provision applies. A further ----% of the total income generated will be deducted by the College for Management Services.
    - iii) The Price paid for each qualification that is not successfully completed will be reduced. The sum paid will be calculated based on the instalment funding claimable by the College after the application of the LSC Funding Formula, minus the ----% assumed fee income (where applicable) and minus the ----% deducted by the College for Management Services
  - b) Other provision
    - i) The Price paid for each qualification will be based on the funding allocation published by the LSC for each type of provision and the guided learning hour value indicated in the Learning Aims Database (LAD)

ii) The Price paid will reflect a reduction of ----% from this rate for assumed fees. A further ----% of the total income generated will be deducted by the College for Management Services.

iii) The Price paid for each qualification that is not successfully completed will be reduced. The sum paid will be calculated based on the funding claimable by the College after the application of the LSC Funding Formula, minus the ----% assumed fee income and minus the ----% deducted by the College for Management Services

3. The Provider will receive additional payment for a learner on a programme that is not fully-funded and which is not employment related, but who is entitled to Remission of fees, subject to satisfactory audit evidence of eligibility. Normally, the additional payment for a Learner entitled to fee remission will be ----% of the LSC Funding rate.
4. The Provider can retain fees payable by the Learner, including any Employer contribution. These will be over and above the maximum contract value - but fees/contributions collected must not exceed ----% of the LSC Funding Rate for each qualification. Fees charged by the LCC Department and contributions by Employers must be agreed in advance with Lancashire Adult Learning.
5. The Provider can request additional payment for a learner requiring additional learning support (ALS), subject to an assessment of the learner by Lancashire Adult Learning and a costing of the support required.
6. The Provider will pay all Registration and Certification fees charged to each Candidate by the Awarding Body where the Department is the accredited centre for the Award. Where such fees are paid by LAL, these will be deducted from payments outlined above.

|                                     |  |
|-------------------------------------|--|
| <b>Signed on behalf of LAL</b>      |  |
| Name:                               |  |
| Position:                           |  |
| Date:                               |  |
|                                     |  |
| <b>Signed on behalf of Provider</b> |  |
| Name:                               |  |
| Position:                           |  |
| Date:                               |  |