

# CONCORDAT BETWEEN Ufi Ltd, THE LEARNING AND SKILLS COUNCIL AND THE ADULT LEARNING INSPECTORATE FOR INSPECTION OF **learndirect** PROVISION

## Introduction

1. Ufi Ltd, the Learning and Skills Council (LSC) and the Adult Learning Inspectorate (ALI), (the partners), are committed to supporting each other so that each can contribute successfully to their shared objective of raising standards in education and training. This document supplements the national agreement between the LSC and Ufi Ltd on quality, planning and funding of **learndirect** provision.

## Principles

2. The Concordat applies across the work which is shared by the partners. The broad principles should inform all activities.
3. The Concordat has been agreed on the basis of the following principles:
  - Ufi Ltd and the **learndirect** hub are jointly responsible for the quality of provision. The responsibility for ensuring that processes for quality assurance are in place and the monitoring of those processes is shared. This arrangement recognises that the learner's experience of **learndirect** is a combination of intertwined elements provided by both the hub and Ufi Ltd. All aspects of the learner's experience on **learndirect** provision, including those aspects delivered by Ufi Ltd, are within scope of the ALI inspection. The hub is responsible for the quality of the learning environment within the learning centres, and the quality of support provided by the learning centres and by any virtual learning centre it operates.
  - Wherever possible all parties will work together to reduce bureaucracy by co-ordinating the collection of information and data
  - Following inspection, ALI will report to Ufi Ltd, the hub and the LSC on the provision offered by the hub. Each inspection will lead to a report published on the ALI website. Ufi Ltd and the hub will draw up a joint action plan. The local LSC will review and monitor hub actions identified in the plan, making available Standards Fund support if appropriate. Ufi Ltd will address its responsibilities identified in the action plan at local and national levels. Locally, regional Ufi staff will work with the hub and, nationally,

actions will be undertaken to address issues identified at individual hub level and across the national network. Ufi Ltd's actions identified in the plan will be monitored by the Ufi Inspection Strategy Group (this item to be chaired by DfES).

- The LSC is responsible for assuring the quality of all the provision it funds including **learndirect**. The LSC Quality Improvement Strategy will be used with all providers. In the case of hubs, evidence of hub performance supplied by Ufi Ltd will be incorporated into the twice-yearly performance review of providers. The findings of these reviews will be shared with Ufi Ltd with the aim of reaching consistent judgements.
- The arrangements set out in this document will be included in the LSC funding contract and agreed by Ufi Ltd with **learndirect** hubs.
- A single legal body will be encouraged to hold the LSC funding contract and the Ufi Ltd **learndirect** Hub Operating Agreement. LSC and Ufi Ltd will work together to bring this about by July 2003.

#### **Data Exchange**

4. The three organisations will provide each other with the information they need to plan and conduct their respective business where this does not contravene data protection law. The objective is to minimise the demand on **learndirect** hubs while securing robust information.
5. The LSC and Ufi Ltd are currently developing an electronic system for the collection and sharing of data. To facilitate inspection arrangements, details of learners funded by the LSC will need to be identified separately by the **learndirect** hub. The parties are aiming to handle these communications electronically. During 2002-2003 the ALI will check the accuracy of data before each inspection. Ultimately the LSC will be responsible for monitoring and checking the validity of data in respect of LSC funded provision.
6. Initially, the LSC will share the assessment categories of 'excellent' and 'serious concerns' for directly funded **learndirect** hubs with Ufi Ltd and the ALI. The intention is to extend this arrangement to cover all assessment categories for all hubs. Ufi Ltd has agreed with the LSC how they share outcomes from the **learndirect hub** Business Review process. Details of this process are included in the National Agreement and Working Protocols between the LSC and Ufi Ltd. This procedure will be reviewed in a year's time.

## Inspection Programme

7. The ALI has identified a lead inspection manager for Ufi Ltd/**learndirect** provision.
8. The partners will consult one another about the inspection programme in the following ways:
  - The ALI will arrange a meeting to determine the basis for the annual **learndirect** inspection programme, which will include DfES, Ufi Ltd and LSC. The meeting will result in a proposed timetable of inspections for the year and, where relevant, will take account of the programme of FE college inspections
  - The LSC and Ufi Ltd may request an early inspection where they have particular concerns about a **learndirect** hub
  - Having consulted its partners, the ALI will retain the right to determine the date of any inspection and to include a **learndirect** hub in the programme.

## Notification of Inspection

9. The ALI will consult DFES, LSC and Ufi Ltd about the list of proposed **learndirect** hub inspections. DfES, LSC and Ufi Ltd will alert ALI to any reasons to exclude a **learndirect** hub from inspection for that quarter. The ALI will normally notify **learndirect** hubs, copied to Ufi, the LSC national office and the local LSC Executive Director about planned inspections at least 6 weeks before the start of the quarter in which they fall. There will be a rolling programme of notification of inspections.

## Annual Reports

10. The Chief Inspector of Adult Learning's report will be published annually in July, covering the ALI's sole remit and including reference to work-based learning, **learndirect** provision, adult provision including ACL, the New Deals, prison inspections and other relevant programmes in FE colleges and elsewhere.
11. An embargoed copy of this report will be shared with LSC, Ufi Ltd, DfES (and Jobcentre

Plus) a few days before publication.

### **National learndirect provision**

12. The ALI, LSC and Ufi Ltd will review the arrangements for conducting and feeding back from inspections of sector and other nationally organised **learndirect** hubs.

### **Integrating Financial Assurance and Inspection**

13. The partners agree that it is beneficial to have joint working and cooperation between the ALI and the LSC on areas of financial expertise. These areas include providers' financial management, value for money and, where relevant, corporate governance. The LSC will advise on the provisional inspection programme.
14. Where LSC provider financial assurance officers accompany inspectors on visits to **learndirect** hubs, there will be joint timetabling wherever possible, and evidence will be shared. The ALI will take account of the advice from the LSC provider financial assurance officers in reaching conclusions on providers' leadership and management. LSC provider financial assurance officers will take account of the ALI's conclusions in judging the effectiveness of **learndirect** hubs' financial management.
15. The LSC provider financial assurance programme will aim to include visits to **learndirect** hubs in receipt of significant LSC funding. This selection will be based on the degree of risk and materiality in provision and will normally include most large **learndirect** hubs.
16. For providers not subject to joint LSC provider financial assurance reviews with the inspectorate, the LSC, and if appropriate Ufi Ltd, will provide appropriate financial briefings to the Inspectorate.
17. Ufi Ltd and LSC will have an interest in each other's outcomes of assurance reviews, and a protocol for sharing of information will be developed along similar lines to those agreed for the Inspectorate. The national agreement and joint working protocols between the LSC and Ufi Ltd begin to do this.

## **Value for Money**

18. The partners are committed to working together with the DfES to reach a shared understanding of the concept of value for money, and to develop common criteria in line with those developed across post 16 provision.

## **Provision of General Advice by The ALI**

19. The ALI will respond to requests for information from the LSC/Ufi Ltd within resource constraints; for example, in relation to the national rates advisory group, and funding for learners with learning difficulties and/or disabilities.

## **Staff related issues**

20. The partners see benefits in LSC/Ufi Ltd staff becoming endorsed as associate inspectors for the ALI. Their deployment must avoid any conflict of interest in relation to their duties and in respect of the **learndirect** hub being inspected.
21. The partners will work together and coordinate activities related to the development of **learndirect** hubs and their staff.

## **Inspection Planning and Feedback**

22. LSC/the Ufi Ltd Regional Director, **learndirect** hub manager and other key stakeholders as appropriate, will be invited by the ALI to attend inspection planning and feedback meetings.

## **Representation on Committees**

23. The ALI has observer status on the LSC's Adult Committee. The LSC will invite Ufi Ltd as an observer on that Committee. The LSC has observer status on the ALI Board. Ufi Ltd will invite the LSC and the ALI to meetings of its Learning Quality and Standards Committee. Ufi Ltd has established an Inspection Strategy Group, which will include representatives from LSC, DfES and the ALI. The group will meet quarterly and will oversee the arrangements of this Concordat as well as reviewing the findings and lessons learned in inspections of **learndirect** provision.

## Individual Provider Inspections

24. Inspection reports will comment on all aspects of the “learner experience” on **learndirect** provision. This will include findings from the **learndirect** hub and from the delivery of support additionally provided by Ufi Ltd where it impacts on the learner.

## Post Inspection Action Plans

25. **learndirect** hubs will be required to produce a post-inspection action plan within two months of the report being published. At the end of the inspection the ALI will feedback its key findings to Ufi Ltd, the hub and the LSC on the provision offered by the hub. Ufi Ltd and the hub will draw up a joint action plan. The local LSC will review and monitor those actions identified as the responsibility of the **learndirect** hub, making available Standards Fund support if appropriate. Ufi Ltd will address its responsibilities identified in the action plan at a local and national level. Locally Ufi Ltd regional staff will work with the hub and nationally Ufi Ltd staff will co-ordinate and monitor actions to address issues identified at individual hub level and across the national network. The Inspection Strategy Group will monitor Ufi Ltd’s actions identified in the plan.
26. Responsibility for taking forward activities identified in the plan will be agreed by the **learndirect** hub and the Ufi Ltd Regional Director and will be clearly set out in the plan. Post-inspection action plans will be formally endorsed by the Ufi Ltd Regional Director and sent to the local LSC for approval.
27. The local LSC and the Ufi Ltd regional office will share the findings from monitoring the post-inspection action plan in respect of each **learndirect** hub. Where responsibility for taking action falls to Ufi Ltd, it will report to the Inspection Strategy Group described in paragraph 23 on whether the appropriate action is being taken. Ufi Ltd’s actions identified in the plan will be monitored by the Ufi Inspection Strategy Group (this item to be chaired by DfES).
28. Ufi Ltd and the LSC will discuss actions to be taken where serious concerns have been identified. LSC has an Intervention Strategy for all providers. Ufi Ltd has a re-certification process. Any concerns arising from either process will be shared in order that action can be taken to support development plans and emergency action plans.

29. Where provision is to be re-inspected, the LSC and Ufi must seek the advice of the ALI on whether the **learnirect** hub/Ufi Ltd action plan is sufficient to address the concerns raised by inspection. In all other cases, to support development of LSC/Ufi Ltd expertise, the ALI may be consulted on the adequacy of the proposals.

### **Re-Inspection Policy**

30. All provision judged less than satisfactory (i.e. graded 4 or 5) will be re-inspected. The scope of re-inspection will depend on the seriousness of the weaknesses:
- Full re-inspection of all aspects of provision will take place where the overall provision is inadequate. The assessment that provision is inadequate is a matter for the ALI. As a guide, this will normally arise where more than one third of learning provision is less than satisfactory or where there is a less than satisfactory standard of leadership and management.
  - In all other cases, there will be a partial re-inspection that will re-examine only the unsatisfactory provision.
  - Monitoring re-inspections must start no later than six months from the date of inspection and re-inspection must be completed within two years. During any re-inspection visit, inspectors may conclude that the provision is now satisfactory or better and that the re-inspection process is complete. For partial re-inspections, the aim is to complete the re-inspection process in most cases within one year of the first monitoring re-inspection visit. The LSC and Ufi Ltd will liaise to ensure that the monitoring activities of both organisations are complementary. The ALI will copy its confirmation letter following a monitoring re-inspection to the ED of the local LSC and the Ufi Ltd Regional Director and to the Head of Funding and Policy at Ufi Ltd national office.
  - In the case of large, complex **learnirect** hubs, with a substantial volume of unsatisfactory provision requiring re-inspection, more time may be required. In no case will the re-inspection process last for more than two years.
  - Partial re-inspection will lead to a new grade and new text for only those areas which have been re-inspected, to be published on the ALI website. Total re-inspection will lead to a completely new report, published on the ALI website.

31. After re-inspection, **learndirect** hubs awarded satisfactory grades will return to the normal cycle of four-yearly inspection. The decision on whether a provider moves out of either re-inspection category rests solely with the ALI.

### **Emergency Action Plans**

32. If a **learndirect** hub does not obtain satisfactory grades after re-inspection the ALI will consult with the LSC/Ufi Ltd to consider what action is required. Where the LSC/Ufi Ltd decide to continue to work with these **learndirect** hubs, they will agree an Emergency Action Plan with the **learndirect** hub to rectify its weaknesses. The LSC/Ufi Ltd will closely monitor implementation of the Emergency Action Plan, which should normally be implemented in full within six months of the publication of the re-inspection report.
33. Where the LSC/Ufi Ltd judge that the Emergency Action Plan has been effective, the provider will return to the normal cycle of inspections. If the LSC/Ufi Ltd judge that the Emergency Action Plan has not brought about the required improvements in provision, they will then decide on further action within their powers. Findings from ALI inspections and re-inspections, LSC performance reviews or Ufi Ltd hub business reviews may result in the LSC contract and/or the Ufi Ltd contract with the hub being terminated as specified in the LSC funding contract/Ufi Ltd Hub Operating Agreement. In some circumstances a hub may be replaced by Ufi Ltd. Any action, including termination must take into account the impact on learners. If the contract is not terminated, the LSC will place the **learndirect** hub in its 'serious concerns' category and monitor performance accordingly.

### **Approved learndirect hub Operator Status/Centres of Vocational Excellence Status/Beacon Status**

34. **learndirect** hubs that are in receipt of such recognition will not be exempted from inspections either in whole or in part. Ufi currently operates an Approved **learndirect** Hub Operator Agreement, under which it contracts with hub providers. In making judgements on a **learndirect** Hub's continuation and in selecting organisations with which to contract, inspection judgements will be one factor to be taken into account.



## Self-assessment

35. The partners agree that the Common Inspection Framework is at the centre of self-assessment. In addition to the headings in the Framework, the LSC/Ufi Ltd will add their own requirements where these are applicable. These are now set out in the Guide to Self-Assessment and Development Planning that the partners have all agreed. **learnirect** hubs will send in their self assessment reports and development plans to their Ufi Ltd regional office for agreement before it is sent to the local LSC.

## Survey Reports/Good Practice

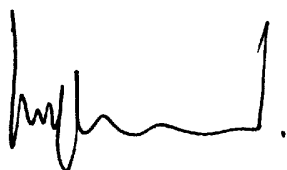
36. The partners agree that any crosscutting surveys should have a dissemination plan associated with them. The partners will consult on these surveys, taking account of DfES priorities, during the annual meeting to discuss the inspection programme.

## Review

37. The Inspection Strategy Group will review this Concordat at the end of 2002 - 2003, and annually thereafter.



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