

██████████  
Deputy CEO  
The Education and Training Foundation  
157-197 Buckingham Palace Road  
London  
SW1W 9SZ

01 April 2021

Subject: SEND Further Education Workforce Development Grant

con\_7982

Dear ██████████,

On behalf of the Secretary of State for Education, I would like to offer The Education and Training Foundation a grant on the terms of the enclosed funding agreement. The Power under which the grant is to be paid is Section 14 of the Education Act 2002 and will accordingly be paid only in respect of approved expenditure incurred by The Education and Training Foundation for the purpose of the funded activities.

This Grant is to improve capability and confidence and enhance commitment in the FE workforce, so that they are better able to identify and meet the needs of children and young people with SEND (including those on SEN support as well as those who have an Education, Health and Care (EHC) plan) and is more fully described at Annex F attached.

#### Summary description of the Project

The activities provided through the funding of this grant will equip the FE workforce to effectively support children and young people with SEND to prepare for adulthood through high quality provision. We propose an ongoing focus on preparation for employment, noting that this activity is an important enabler for success in other lifelong outcomes, as well as a goal in its own right.

This will support the smooth transition from the school learning environment to FE. It will also contribute to more children and young people having their needs met more promptly in mainstream colleges, which will be more inclusive; and will support better outcomes in adulthood.

This correspondence constitutes a Grant Offer Letter. This letter will form an integral part of the Grant Agreement. The offer is subject to the provisions, limitations and conditions set out below and in the DfE general grant terms and conditions.

I am pleased to inform you that the Department is willing to offer your organisation funding of up to £1,182,000 for the period from 01.04.2021 to 31.03.2022.

This offer is subject to the terms and conditions set out below, and to the attached Department for Education general Grant Terms and Conditions<sup>1</sup>. You should read all annexes and general T&Cs carefully before accepting the offer of funding. Failure to observe these terms and conditions may result in the funding being withdrawn.

### **Transfer and Sub-Contracting**

Save as set out below the Contractor may not sub-contract, assign, transfer, charge the benefit and/or delegate the burden of the whole or any part of the Grant (a “Transfer”) without the prior written consent of the DFE:

Where the DFE has consented to Sub-Contracting, copies of each Sub-Contract and details of each Sub-Contractor shall be sent by the Contractor to the DFE as soon as reasonably practicable.

The Contractor shall not terminate or materially amend the terms of any Sub-Contract without the DFE's prior written consent.

The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.

The Contractor shall ensure that a term is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice

If the DFE consents to a Transfer the Contractor will evidence the Transfer in writing and provide a copy of the Transfer document on request.

If the DfE believes there are:

---

<sup>1</sup> <https://www.gov.uk/government/publications/grant-funding-agreement-terms-and-conditions>

- I. compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
- II. non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the DfE may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

### **Complying with new Government policies**

The grant funding in this agreement is exempt from Cabinet Office controls regarding advertising, marketing, communications and consultancy, or for any costs associated with the maintenance, technical development or updating of existing websites or for the development/creation of new websites. The exemption is granted as the activity in this grant is training-based.

In addition to providing a signed copy of this agreement, you are then requested to follow the instructions on Bank Account Details (Annex B) and provide your organisation's bank account details. This will allow us to set your organisation up on the Department's payment system to receive the grant. Payment claims can only be sent to the DfE once the Grant Agreement has been signed and any pre-disbursement conditions have been met. Payments will be disbursed into the bank account number provided through the DfE suppliers' bank details process provided by The Education and Training Foundation.

Please note that any delays in returning the documents could result in a delay to the grant payment.

The Grant Manager for this Project at the DfE SEND Unit is [REDACTED]. We look forward to working with you to bring about the rapid signature of the Grant Agreement.

### **ACCEPTANCE OF OFFER**

If you wish to accept this offer of a grant, please sign the enclosed grant funding agreement [Annex A] in the space provided, on or before 01.04.2021. Please retain a copy for your records. If you cannot return the acceptance by the specified date, please contact me before that date to explain the reasons. Otherwise, we will assume that the offer has been refused, and it will be withdrawn without further correspondence.

Yours sincerely,



For and on behalf of the Department for Education  
SEND Systems and Strategy  
Strategy, Social Mobility & Disadvantage  
Sanctuary Buildings,  
Great Smith Street,  
London,  
SW1P 3BT  
<https://www.gov.uk/>

This Grant Funding Agreement is made between:

(1) The Secretary of State for Education and

(2) The Education and Training Foundation of The Education and Training Foundation, 157-197 Buckingham Palace Road, London, SW1W 9SZ  
(Charity Number: 1153859).

This Agreement comprises the Grant Offer Letter, project specific conditions, where relevant, any annexes to this letter and general Grant Terms and Conditions<sup>2</sup>.

This letter must be read in conjunction with general conditions of grant and these relevant annexes:

Annex A - Acceptance of Grant Offer and effective date

Annex B - Bank account details

Annex C - Claiming Grant in Arrears

~~Annex D - Claiming Grant in Advance~~ Does not apply

Annex E - Details of Grant Allocations

Annex F - List of Objectives for which the grant is being paid

Annex G (i) - Annual Certification of Expenditure (external auditor or accountant's report arrangements)

~~Annex G (ii) - Statement of Grant Usage (Statement prepared by Local Authority)~~ Does not apply

Annex H - Grant Payment schedule

Annex I - Sample Exit Plan

Annex J - Sample Progress Report Template

Annex K - Generic Standard GDPR Clauses:

- Schedule 1 - Processing, Personal Data and Data Subjects
- Schedule 2 - Schedule for Joint Controller Agreements

---

<sup>2</sup> <https://www.gov.uk/government/publications/grant-funding-agreement-terms-and-conditions>

## Annex A - Acceptance of Grant Offer and effective date - con\_7982

This Grant Funding Agreement is effective from the date of signing.

Signed by person authorised to sign on behalf of the Secretary of State	
Date	
Signature	
Name (please print)	
Position in DfE	Deputy Director, SEND Division

As representative of The Education and Training Foundation, I have read both the Grant Offer Letter and associated annexes, and the Department for Education Grant Funding Agreement Terms and Conditions as contained on its website or attached [DfE grant funding agreement: terms and conditions - GOV.UK \(www.gov.uk\)](http://www.gov.uk). I agree to comply with the notified conditions of the grant on which the offer is made.

Signed by a person authorised to sign on behalf of The Education and Training Foundation	
Date	
Signature	
Name (please print)	██████████
Position in organisation	Deputy CEO

Principal contacts	Department	The Education and Training Foundation
Contact name/Postal address	██████████ Department for Education 2 St Paul's Place Sheffield S1 2JF	██████████ The Education and Training Foundation 157-197 Buckingham Palace Road London SW1W 9SZ
Position	Senior Policy Adviser	National Head of Inclusion
Telephone no.	██████████	██████████
Email address	██████████	██████████

## Annex B – Bank account details - con\_7982

Information required by the Department to make payment of grant for the activities stated in the offer letter.

Starting 1 January 2018 the process for adding or amending existing Supplier or Provider's bank details or other information to the DfE ERP system has changed. The new procedure and associated new forms: <https://www.gov.uk/government/publications/dfe-suppliers-bank-details-forms>

## Annex C - Grant claim form for The Education Training Foundation Claiming Grant in Arrears - con\_7982

This claim form should be completed by an authorised senior officer of The Education and Training Foundation and returned to [REDACTED], SEND Unit, Department for Education, 2 St Paul's Place, Sheffield, S1 2JF, [REDACTED] as soon as possible in the month following that for which the grant is being claimed and should be supported by invoices or receipts.

Amount of claim in respect of:

	£
Sum Claimed for this period	£
<b>TOTAL GRANT CLAIMED</b>	<b>£</b>

I certify that:

- the above claim is made in accordance with the Grant Offer Letter and Terms and Conditions of the Grant Funding Agreement for the SEND Further Education Workforce Development Grant;
- the claim is in respect of eligible expenditure already incurred;
- the information I have provided in this form is complete and correct, and
- no claim has been made for funding in respect of these items from any other body.

Signed by a senior officer authorised to sign on behalf of The Education and Training Foundation	
Date	
Signature	
Name (please print)	
Position in organisation	

## Annex D – Does not apply

## Annex E - Details of Grant Resource Budget Allocation- con\_7982

Table 1 - Overview of Estimated Budget

<b>Breakdown of costs</b>		
<b>Strengthening of Centres for Excellence in SEND model</b>		
<b>Leadership offer per Centre for Excellence in SEND</b>		
Principal time. 33.5 days for the year @ █████/day (averages 0.5 per leader, but includes briefing on leadership activities, planning activities, attending larger events and 1:1 interventions and coaching, focused on RI leaders)	█████	
Deputy Principal time. 15 days @ █████/day To support development of activities for the strategic leadership hub and attendance at wider, relevant stakeholder groups (i.e. attendance at Area SEND Leadership Board, SEND post-16 Learning Group, meetings with LA and school system to ensure engagement from leaders and build trust in the sector.	█████	
Administrative support, 45 days @ █████ for leadership administrative support, minute taking, calendar management	█████	
Principal time for joint working with CfE SEND Manager: 16 days @ █████ input with SEND Manager for engaging and supporting leaders	█████	
Travel to face to face leadership events (better turn out with leaders and conferences) and/or room hire	█████	
<b>Total</b>	█████	█████
<b>Communities of practice offer per Centre for Excellence in SEND</b>		
SEND Expert Lead 75 days @ █████/day	█████	
Curriculum Development and delivery Advanced Practitioners for CoP events design and delivery and further intervention and follow up with RI providers, 127 days @ █████/day (3 days a week)	█████	
Specialist practitioners, IAG AND Employability and Apprenticeships input, 180 days @ █████ day, ensure CoP are employability focused and link up with preparation for adulthood, Careers and Enterprise Company and Whole School SEND	█████	
Promote Centre impact, promote events and training to establish trust in the sector, 20 days @ █████ plus materials	█████	

IT equipment and infrastructure	████	
Digital Technology Support for online events, planning and delivery, 43 days @ █████/day	████	
Dissemination, resources, case studies and conference events, including Graphic Design input	████	
Administration and Centre coordination	████	
<b>Total</b>	████████████████████	
<b>Development of quality framework for supported internships including evidence from peer review with stakeholders and practitioners</b>		
Scoping and review of current material	████	
Formation of sector expert panel (including BASE and Project Search) for input to review and amend	████	
Drafting Standards	████	
Peer review with the FE sector	████	
Final recommendations	████	
<b>Total</b>	████	
<b>Exploring and identifying the features of a for new high profile and status SEND specialist role informed by FE sector</b>		
Scoping out existing effective evidence from FE and school sectors, eg, Essential SEND Managers and SENCo roles	████	
Bringing together sector employers and stakeholders for input via regular meetings to shape new role and potential routes for implementation	████	
Identify features and learning outcomes for new role including identification of pathways for implementation.	████	
Liaise and review with wider FE stakeholders, eg membership bodies, government agencies	████	
Agree and finalise new high-status role in SEND specialist including recommendations for next steps.	████	
<b>Total</b>	████	
<b>Establishment of new Centre for Excellence spokes with focus on employer voice in SEND costings x 6</b>		

Strategic lead, planning and delivery of all three events throughout the year to secure appropriate employers	██████	
SEND specialist staff time	██████	
Employment specialist staff time	██████	
Administration	██████	
Digital Tech infrastructure and support or face to face event funds	██████	
<b>Total</b>	██████	██████
<b>Maximising the expertise of both the mainstream and specialist systems regarding support for SEND learners</b>		
Brokerage between 45 leaders of specialist and mainstream FE leaders	██████	
Facilitation of leadership conversations to explore potential partnership working	██████	
10 x joint practice development sessions bringing together specialist and mainstream practitioners to bring specialist practice into mainstream system	██████	
Project management including liaison with Centres for Excellence in SEND re leadership, manager and practitioner engagement to provide pipeline to specialist offer	██████	
<b>Total</b>	██████	
<b>Building sector engagement and responsiveness</b>		
Maintenance and content updating of SEND site. (ensuring it meets accessibility requirements and including arrangements for what happens to content at the end of the grant period).	██████	
Researching and monitoring Ofsted reports for intelligence on providers to target and on progress.	██████	
Attendance at events and information sharing workshops (AoC, Natspec, SET and others), and writing articles and contributing to publications for sector and national media to promote the SEND workforce development and training programme offer to over 1000 staff.	██████	
Quality assurance of ETF SEND workforce development programme	██████	
<b>Total</b>	██████	
<b>Grand Total for ETF SEND workforce development programme</b>		
<b>Strengthening of Centres for Excellence in SEND model</b>		██████
<b>Maximising the expertise of both the mainstream and specialist systems regarding support for SEND learners</b>		██████
<b>Building sector engagement and responsiveness</b>		██████
<b>Total</b>		<b>£1,182,000</b>

## **Annex F – List of objectives for which the grant is being paid - con\_7982**

### **ETF - SEND Workforce Development Programme 2021/22**

#### **Overarching vision**

**Our vision for children and young people (CYP) with Special Educational Needs and Disabilities (SEND) is the same as for all children and young people** – that they achieve well in their early years, at school and after; they find employment where possible; lead happy, healthy and fulfilled lives; and experience choice and control.

**The primary objective of this grant is to improve capability and confidence and enhance commitment in the FE workforce, so that they are better able to identify and meet the needs of children and young people with SEND** (including those on SEN support as well as those who have an Education, Health and Care (EHC) plan).

**This will be achieved through high quality continuous professional development (CPD)** aimed both at supporting leaders and individual teaching and non-teaching staff members, and at improving setting-level practice, through access to advice from experts, and other materials and activities.

#### **The ETF SEND Grant**

**We want the activities provided through the funding of this grant to equip the FE workforce to effectively support children and young people with SEND to prepare for adulthood through high quality provision.** We propose an ongoing focus on preparation for employment, noting that this activity is an important enabler for success in other lifelong outcomes, as well as a goal in its own right.

**This will support the smooth transition from the school learning environment to FE. It will also contribute to more children and young people having their needs met more promptly in mainstream colleges,** which will be more inclusive; and will support better outcomes in adulthood.

#### **Background – SEND in FE**

In January 2020, there were 64,437 young people with EHCPs receiving provision in further education, up from 57,191 in January 2019.

The establishment types attended by these young people were:

- 52,168 in general FE and tertiary colleges/HE (up from 46,786 in Jan 2019)
- 6,064 in post-16 specialist institutions (up from 4,956)
- 4,013 in other FE<sup>[2]</sup> (up from 3,173)
- 2,192 in sixth form colleges (up from 2,276) <sup>[3]</sup>

We know that many FE settings also have sizeable populations of learners with SEN, but no EHC plan. In 2018/19, 17.2% of all FE and Skills participants aged 19 and over (356,000 individuals) and 23.1% of those under 19 (198,000 young people) had a self-declared LDD. [\[4\]](#)

Therefore it is crucial that the FE workforce is equipped to offer high quality provision to learners with SEND.

The SEND Review was announced in September 2019. It is a fundamental and cross-government review looking at how to improve the SEND system so that it is more consistent, high quality, and integrated across education, health and care. It is also considering measures to make sure that money is being spent fairly, efficiently and effectively, and that the support available to children and young people is sustainable in the future.

**Flexibility will be a requirement within the grant** in order to incorporate any recommendations of that Review, along with the forthcoming Autism Strategy, the National Strategy for Disabled People and potential future strategies.

### **2021/22**

Proposed ETF SEND objectives for 2021/22 support quality improvement, through workforce development of practitioners, managers and leaders across mainstream and specialist providers in the Post-16 sector. Our aim is to increase employment and employability as the predominant outcome for learners with SEND. Peer-to-peer support networks will be key to achieving these goals.

### **Objectives**

- Strengthening of Centres for Excellence in SEND model - [REDACTED]
- Maximising the expertise of both the mainstream and specialist systems regarding support for SEND learners. - [REDACTED]
- Building sector engagement and responsiveness - [REDACTED]

During the 2020/21 period the delivery of many activities moved to being delivered through digital channels rather than face-to-face. Where possible this method of delivery should continue as it has been advantageous in widening reach and engagement in many activities. We are aware that the digital delivery of some activities has seen some participants being less engaged or willing to share experiences. We believe that with the use of digital channels becoming the “standard” medium, online engagement will become stronger in these areas. However, it would be prudent to explore ways of increasing engagement in digital channels while also considering mixed delivery where/when possible to maximise reach and value for money.

We want to continue encouraging the use of peer support mechanisms as a means of sharing best practice, and peer-to-peer reviewing and accountability to increase quality of provision across the sector.

### **High Level KPIs**

#### **Centres for Excellence**

- 6 new spoke centres to increase regional engagement with an employment focus
- 30% of the leaders, managers and practitioners will come from organisations that Ofsted has identified as requiring support and development.
- At least 90% of individuals and settings who have engaged with activities should be satisfied with the quality of the provision they make use of.
- At least 75% of individuals and settings who have engaged with activities should report that they have incorporated their learning into their education practice.

#### **Maximising the expertise of both the mainstream and specialist systems**

- New peer networks made up of a minimum of 200 managers and practitioners from the mainstream and specialist sectors engage in joint practice development activities.

#### **Building sector engagement and responsiveness**

- The SEND Workforce Development programme used by over 1000 staff

#### **Monitoring and tracking of KPIs**

DfE is required to ensure that the Grant is used for the agreed purposes and that we secure value for money. In order to do so effectively DfE and ETF will hold monthly update meetings and quarterly review meetings to discuss progress and outcomes. ETF will work with DfE policy teams in developing realistic but challenging KPIs as a means to track progress and to inform the review meetings.

## Activities

<b>Centres for Excellence in SEND – hub and spoke model with employers at the heart of the system</b>				
<b>Item</b>	<b>Theme</b>	<b>Activity</b>	<b>Evidence of need</b>	<b>Outcome/deliverable</b>
<b>1</b>	<b>Centres for Excellence in SEND – hub and spoke model with employers at the heart of the system</b>			
<b>1</b>	<p><b>People led by Weston College: SEND and inclusion is everybody’s job. When this is done well increases the knowledge, skills and status of the SEND workforce and more importantly improves outcomes for learners.</b></p>	<p><b>Centre for Excellence in SEND – theme of People</b></p> <p><b>Leadership offer</b></p> <p>The Principal will continue to engage with senior leaders to change organisational culture and deliver aspirational, motivated staff and learners with positive wellbeing. This support will be complemented with brokerage offer to develop relationships with leaders from specialist system (see item X)</p> <p><b>Communities of practice will:</b></p> <ul style="list-style-type: none"> <li>• Explore and identify the features of a new high status specialist inclusion role with the FE sector and</li> </ul>	<p>Legacy issues from previous evaluations and anecdotal evidence on lack of senior leader engagement in CPD on SEND and failure to prioritise SEND as well as areas for manager and practitioner development</p> <p>Evidence from across the FE system and analysis of engagement data from CfEs indicate that outstanding and good providers more likely to engage with CPD and subsequently have inclusive practice.</p>	<p>Reach – <b>200 senior leaders, 3,000 managers and practitioners.</b> (These will be mostly new contacts; some contacts will be on-going from last year as they continue to benefit from the learning and support of the CfEs)</p> <p><b>30%</b> will come from organisations identified as requiring development by Ofsted.</p> <p>1:1 mentoring and critical friend conversations</p> <p>Visits – hosting visits or attending other provider premises (where possible as this has proved most effectively in assessing and impacting on organisational culture).</p> <p>Webinars and CPD events</p>

	<p><b>Curriculum led by Derby College. The curriculum should be delivered inclusively and</b></p>	<p>identify potential routes to implementation</p> <ul style="list-style-type: none"> <li>• Illustrate how to make SEND/inclusion 'everybody's job' in an organisation and the benefits this approach brings</li> <li>• Showcase how partnerships with specialist provision can lead to reduced spending for LAs.</li> <li>• In partnership with schools/Whole School SEND showcase successful transition from school to FE</li> <li>• The communities of practice will collaborate with new 'spoke' providers to bring the employers' voice to the fore, making it more likely that learners with SEND will achieve meaningful employment (see Item 3).</li> </ul> <p><b>Centre for Excellence in SEND – theme of Curriculum</b></p>	<p>More work to be done on engaging organisations that 'require improvement' and may not prioritise CPD.</p> <p>FE providers viewing inclusive practice and supporting learners with SEND as something that is set apart in their organisation rather than seeing it as integral to their strategic and operational approach.</p> <p>Learners with SEND still experiencing study programmes without a clear sense of purpose and destination.</p> <p>Challenges relating to learners' work readiness when</p>	<p>Development of resources where appropriate</p> <p>At least 90% of individuals and settings who have engaged with activities should be satisfied with the quality of the provision they make use of.</p> <p>At least 90% of individuals and settings who have engaged with activities should report that they have incorporated their learning into their education practice</p>
--	---	---	---	--

	<p><b>have a clear line of sight as to the destination for the learner.</b></p>	<p><b>Leadership offer</b></p> <p>The Principal will continue to engage with senior leaders on how to design and lead inclusive curriculum for outstanding learner outcomes. This support will be complemented with brokerage offer to develop relationships with leaders from specialist system (see item 2)</p> <p><b>Communities of practice will:</b></p> <ul style="list-style-type: none"> <li>• Take an individual learner story to showcase a curriculum which leads a learner with SEND to success <ul style="list-style-type: none"> <li>➤ in apprenticeships</li> <li>➤ in T Levels</li> <li>➤ to progress to university</li> </ul> </li> <li>• In partnership with local school/Whole School SEND showcase successful transition from school to FE</li> </ul>	<p>entering the FE sector</p> <p>Challenges around pathways to employment and employer engagement for providers resulting in low rates of employment for leavers with SEND.</p>	
--	---	---	---	--

	<p><b>Community led by City College Norwich. Ultimately our learners are going to leave FE and live independent lives in the community which benefits everyone. There is a clear social and economic case for the community to provide opportunities for learners with SEND.</b></p>	<ul style="list-style-type: none"> <li>• The communities of practice will collaborate with new 'spoke' providers to bring the employers' voice to the fore, making it more likely that learners with SEND will achieve meaningful employment (see Item 3).</li> </ul> <p><b>Centre for Excellence in SEND – theme of Community</b></p> <p><b>Leadership offer</b></p> <p>The Principal will continue to engage with senior leaders on the strategic and business case for improving employment outcomes for learners with SEND. This support will be complemented with brokerage offer to develop relationships with leaders from specialist system (see item 2)</p> <p><b>Communities of practice will:</b></p> <p>Jointly deliver with employers:</p>		
--	--	---	--	--

		<ul style="list-style-type: none"> <li>• 'How to get employers onside with inclusive employment</li> <li>• Successful transition into the workplace for learners with SEND</li> <li>• In partnership with local school/Whole School SEND showcase successful transition</li> <li>• The communities of practice will collaborate with new 'spoke' providers to bring the employers' voice to the fore, making it more likely that learners with SEND will achieve meaningful employment (see Item 3).</li> </ul>		
<b>2</b>	<b>Joining up the mainstream and specialist further education systems</b>			
	<b>Maximising the expertise of both the mainstream and specialist systems.</b>	<b>Provide NEW brokerage offer</b> bringing together leaders from <b>mainstream FE and specialist providers</b> to explore potential for possible join up of services for learners with SEND	<a href="#">The Institute of Public Care's</a> report into reducing exclusions and managing demand in the specialist system outlined how when a 'mainstream plus'	<b>45 strategic leadership conversations</b> between mainstream and specialist providers.  <b>200 managers and practitioners</b> from the mainstream and specialist sectors engage in joint practice

		<p>Leaders engaging with the leadership offer at the Centres for Excellence in SEND will receive additional offer of being put in touch with leaders from specialist system to explore opportunities to develop relationships and share resources to support learners with SEND more effectively. This will provide an opportunity to join up the system, potentially increase capacity within the mainstream sector and ultimately reduce spend within local authority areas.</p>	<p>model is adopted by education providers, it reduces the demand for Education, Health and Care Plans and subsequent tribunal referrals. The model also ensures that more young people can access provision locally avoiding the need to 'out of county' provision and reduces demand on local authority resources. Most importantly, learners are more likely to achieve their life and employment aspirations. The Weston Bay model at Weston College is outcome of the mainstream FE sector learning from the specialist system and extending their provision.</p>	<p>development activities.</p>
--	--	--	--	--------------------------------

3	<b>Harnessing effective practice on joint working with employers from across the FE system</b>			
	<p><b>Identifying where FE providers and employers and working effectively together across England and bringing the employers' voice to the fore.</b></p>	<p><b>Commission 6 regional 'spokes' led by FE providers who are graded outstanding or good by Ofsted to:</b></p> <p>deliver an offer in partnership with local/regional employers who are employing learners with SEND. Offer will bring employers' voice to the fore to encourage other employers to consider taking this approach and provide FE providers will increase understanding on how to get employers onside. Offer will be marketed to both FE providers and employers.</p> <p>Collaborate with 3 Centre hubs and share learning from offer to disseminate effective practice.</p> <p>Resources coming from offer will be located on SEND site.</p>	<p>Having now established the Centres for Excellence in SEND many FE providers graded outstanding or good by Ofsted are engaging. It is becoming apparent that there are opportunities to harness the effective practice taking place across the country which is ensuring learners with SEND achieve their aspirations. We want to capitalise on this effective practice, with a particular focus on how FE providers are working directly with employers. We intend to create a groundswell with more employers promoting the benefits of employing <b>learners with SEND</b></p>	<p><b>6 NEW FE providers</b> who are graded either outstanding or good by Ofsted will deliver a joint offer with a local, regional or national employer on a termly basis = <b>18 activities reaching 900 FE professionals and employers.</b></p>

<p><b>4</b></p>	<p><b>Employers talking to employers</b></p>			
	<p><b>Showcasing employers who are employing learners with SEND highlighting the benefits</b></p>	<p>Create a publication which showcases national, regional and local employers who are employing learners with SEND to promote training resources. This will bring the employers voice to the fore and encourage other employers to take this approach, ie, employers hearing from ‘people like them’ and increasing interest in offering opportunities to learners with SEND having seen the benefits.</p>	<p>There are many reports and publications from organisations operating with the SEND space talking about the benefits of employing learners with SEND. However, the voice of employers advocating for this approach are disparate. There is a need to bring these positive employers together so they have greater power and can be used to persuade other employers to take this approach.</p>	<p>Online and printed publication to promote training resources to be sent to every Chamber of Commerce and other employer forums in England.</p>
<p><b>5</b></p>	<p><b>Sector engagement and responsiveness</b></p>			
	<p>Activity that supports the whole SEND workforce development programme and promotes the CfEs and wider SEND</p>	<ul style="list-style-type: none"> <li>• Maintenance and content updating of SEND site</li> <li>• Researching and monitoring Ofsted reports for intelligence on providers to target and on progress</li> </ul>	<p>Workforce are time poor and do not have/make time to search out professional development opportunities. A</p>	<p>Promote the SEND Workforce Development programme to over 1000 staff on the sector though attendance at events</p> <p>3 articles to promote training resources in Intuition – magazine for</p>

	offer	<ul style="list-style-type: none"> <li>• Attendance at events (AoC, Natspec, SET and others) to promote the offer</li> <li>• Delivery of information sharing workshops</li> <li>• Continue to extend readership of regular SEND newsletter (<b>readership has surged from 300+ subscribers in 2019-20 to 3500+ subscribers in 2020-21</b>) to promote the offer and information on related SEND issues and opportunities.</li> <li>• Articles, blogs etc for sector press and SET members</li> </ul>	<p>proactive approach to raising awareness of the CfEs and wider offer is necessary</p> <p>Promotion activity ensures we get the most out of the more major investment in the CfEs, the wider ETF SEND offer and partner offers.</p>	<p>SET members. Reach <b>20,000 members.</b></p> <p>3 articles in other sector press eg TES</p> <p>Continued and increased engagement of providers with the CfEs and wider offer.</p> <p>Continue to promote the SEND site as the 'go to' place for resources and CPD for the sector. Aim to increase traffic to the SEND site building on existing increase in engagement to <b>2,400+</b> visitors per month and current <b>90,000 users.</b></p>
--	-------	--	--	---

## Grant Management

The Department will have a dedicated Grant Manager for the Service. It is expected that the supplier will also identify their key Account/Contract Managers within their submission.

A Grant Management Plan will be used throughout the life of the grant to shape and monitor the progress and performance of the

grant. The Grant Management Plan will be drawn up and agreed by both parties after the contract is in place and monitored over the life of the contract. This will detail;

- Named persons involved in the Grant
- Meeting schedules including; how the meetings will be held, named persons attending, type of meeting e.g Operational or Strategic, Frequency by type.
- Key Performance Indicator's
- Monitoring and measuring of KPI's (linked to meeting schedule)
- Agreed Exit Plan (Confirmed within first 3 months of Grant Signature)

The agreed Key Performance Indicators are expected to be an evolving document that will be amended as appropriate through the contract lifetime, to reflect changes in the environment and developments in the contract itself.

Initially management meetings will take place on a monthly basis with KIT calls weekly. This is to ensure that the Service is delivered as required and to address any potential future issues or plans. After which management meetings will be held on a monthly basis to discuss the Grant, the Supplier's performance, and any future plans.

Any agreements made during the management meeting should be confirmed in writing through meeting minutes made by the Supplier no later than five working days after the date of each meeting,

One monthly report should be provided to the Department Grant Manager, which individually summarises management information for the services provided based on the KPI's within the specification. The Department reserves the right to request further data should it be deemed relevant and reasonable.

One annual report should be provided to the Department Grant Manager. This should summarise key facts and trends which relate to the relevant service provided and overall performance.

Management reports should be provided electronically as a dashboard with raw data separately detailed in an excel format.

The supplier Grant Manager is expected to take an effective approach to managing potential conflicts of interest and must notify the Department Grant Manager (or other as advised) of any highlighted.

If applicable there will be confidentiality agreements that will be in place with consortium members and sub-contractors, it is expected that the supplier will take on the role of contract management of the contract with the sub-contractors that they appoint.

In the event of any forecasted or actual service failure, the Department Grant Manager (or other as advised) must be informed immediately, and be provided with information regarding what action is to be taken to ensure the Service is delivered.

## Additional Requirements

- The grant holder's proposals must allow for a flexible approach and to be 'digital by default', to ensure delivery can continue during Covid-19.
- The contractor's proposals must use an iterative and user-centred process for designing content e.g., collecting evidence of user needs, designing prototypes, evaluating, creating final outputs.
- Products and services provided by the contractor must follow government [Accessibility Requirements](#) and, where appropriate, the government [Technology Code of Practice](#) and [Service Standard](#).
- The contractor's proposals must include and allow for content, products and services where DfE holds IPR, to be replicated or easily moved in DfE's control/ handed over to a subsequent supplier before the end of the contract, as part of their exit planning.
- The DfE's management information requirements must allow flexibility for them to request additional MI via ad-hoc requests in addition to any necessary routine reporting.
- The contractor must set out how they will handle the recording and retention of personal information, in line with [data protection principles](#) and General Data Protection Regulations.
- The contractors should consider how they will put in place alternative data transfer mechanisms to safeguard against any interruption to the free flow of EU to UK personal data, where data is currently stored in the EU or EEA.

## Annex G (i) – Annual Certification of Expenditure

\* [The letter is to be reproduced on headed paper of the accountant]

Annual Certification of SEND Further Education Workforce Development Grant Expenditure for Financial Year 2021-22

(i) The Education and Training Foundation of The Education and Training Foundation, 157-197 Buckingham Palace Road, London, SW1W 9SZ  
(Charity Number: 1153859)con\_7982

(ii) [Insert name/address of the external auditor/accountant/organisation]

Dear Sirs,

Re: con\_7982

This certificate is provided to The Education and Training Foundation to enable it to comply with the Department for Education (DfE)'s terms and conditions of the Grant Funding Agreement (GFA) and the Grant Offer Letter requirements. We have obtained reasonable assurance that the expenditure, for which grant of £1,182,000 for the year ending 2021-22 was paid. From this grant the The Education and Training Foundation incurred [insert amount of funding actually spent by the grant recipient £XX] and this was applied for the purposes intended by the DfE and the financial transactions conform to the GFA and list of objectives specified. Our work included examination, on a sample basis, of evidence relevant to the regularity and propriety of The Education and Training Foundation's income and expenditure.

In our opinion, having carried out our work in all material respects, the expenditure for the year ended [2021 – 22] and the grant conditions have been met and the grant funding has been spent for the intended purposes.

This report is made solely to The Education and Training Foundation to be produced to the DfE. Our work has been undertaken so that we might state to The Education and Training Foundation those matters we are required to state in a report and for no other purpose.

Yours faithfully,

Signed by an independent external officer authorised to sign	
Date	
Signature	
Name of external auditor/accountant or equivalent (please print)	

Position in organisation	
--------------------------	--

Signed by a senior officer authorised to sign on behalf of [insert name of the body]	
Date	
Signature	
Name (please print)	
Position in organisation	

**Annex G (ii) – Does not apply**

## Annex H – Proposed Grant payment schedule - con\_7982

The Department will pay this Grant to The Education and Training Foundation in accordance with the following payment schedule, subject to The Education and Training Foundation meeting the requirements of this Grant Funding Agreement.

Grant Project Name			
Grant Reference Number			
Period	Proposed Payment date	Activity Details / Outputs	Proposed Payment Amount
Period 1: 01/04/21 – 31/05/21	09/06/21	Acceptable progress on activities to be monitored in monthly performance reviews	
Period 2: 01/06/21 – 31/07/21	09/08/21	Acceptable progress on activities to be monitored in monthly performance reviews	
Period 3: 01/08/21 – 30/09/21	09/10/21	Acceptable progress on activities to be monitored in monthly performance reviews	
Period 4: 01/10/21 – 30/11/21	09/12/21	Acceptable progress on activities to be monitored in monthly performance reviews	
Period 5: 01/12/21 – 31/01/22	09/02/22	Acceptable progress on activities to be monitored in monthly performance reviews	
Period 6: 01/02/22 – 31/03/22	09/04/22	Acceptable progress on activities to be monitored in monthly performance reviews	
Total proposed payments			

## Annex I – Sample exit plan - con\_7982

### Introduction

1. Although the Department does not seek to exercise detailed control of the activities of The Education and Training Foundation, it must ensure that public money is protected and value for money achieved. To meet this requirement, this Annex describes the duties and responsibilities of The Education and Training Foundation and the Department, leading up to and covering the expiry or termination of this grant for whatever reason and the transfer of the grant funded activities.
2. This Annex defines the exit plan and how it shall be revised to ensure that it remains workable at any time. The Department and The Education and Training Foundation acknowledge the importance of keeping the exit plan up to date during the term of the Grant and of reflecting the impact of all relevant changes to the grant funded activities or outputs required. You shall not make any additional charge for any work undertaken in making changes to the exit plan. Where there are principles to be adopted in implementing this plan, the parties to this Grant Funding Agreement shall endeavour to agree the relevant details within such principles.
3. The Department shall be entitled to disclose the contents of the exit plan to any future bidder for the Grant (or its equivalent).

### Objectives

4. The objective of the exit plan is to ensure:
  - an orderly and smooth transition of the grant funded activities from The Education and Training Foundation to a successor body or the Department at the expiry or termination of this Grant;
  - the continuation of grant funded activities;
  - that there is no undue favour to The Education and Training Foundation in any future competition for the Grant (in whole or in part); and
  - that the responsibilities of both parties to the Grant Funding Agreement are clearly defined in the event of expiry or termination.

### General

5. Where the Department intends to continue the operation of the grant funded activities in broadly the same way after expiry or termination, either by performing them itself or by means of a successor, you shall endeavour to ensure the smooth and orderly transition of the grant funded activities and shall co-operate with the Department or the successor, as the case may be, in order to achieve such transition.

6. When such endeavours and co-operation are outside the scope of the Grant, you shall provide quotations for reasonable charges associated with providing such assistance and the Department shall pay such reasonable charges.
7. You shall comply with any reasonable request of the Department for information relating to the performance of the grant funded activities, including the use of other parties. You will be allowed a reasonable period of time in which to respond to the Department.

#### Exit Planning

8. You shall, in conjunction with the Department, maintain, and as necessary update, the Exit Plan throughout the period of the Grant so that it can be implemented immediately, if required. From time-to-time either the Department or you can instigate a review of the Exit Plan.
9. You shall co-operate with all reasonable requests made by either the Department or a successor body relating to exit transition arrangements for the grant funded activities.

#### Assistance

10. You shall be responsible for delivering the grant funded activities and achieving the objectives at Annex F until the date of expiry or termination or transfer of the Grant (as appropriate).
11. You shall use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the grant funded activities to the successor body or the Department, as the case may be, minimises any detrimental effect on the delivery of the activities and the Department shall use all reasonable endeavours to co-operate in such transfer.

#### Assets Register

12. You shall maintain throughout the exit period of this Grant an asset register in accordance with the Terms and Conditions of the Grant Funding Agreement.
13. You shall not change the status of any asset without the prior written consent of the Department where such a change would either be viewed as a major change or would require repayment in accordance with the Terms and Conditions of the Grant Funding Agreement.

#### Transfer of the Department's Data

In addition to complying with the provisions of the main agreement, you shall, upon reasonable written request by the Department or in

14. any event, within one month of notice of termination, deliver the

Department's data, including the following:

- a) an inventory of the Department's data and any other data available for transfer;
- b) a data structure definition (where relevant) covering all available Departmental data; and
- c) a proposed method for testing the integrity and completeness of the Department's data transferred.

#### Documentation and Access

15. You shall provide the Department on request with information and documentation reasonably necessary to assist with the transfer of the grant funded activities to the Department or to a successor body, including any documentation required to support any bidding process for the provision of the activities. This includes full details of:
  - a) the work programme, objectives/targets, and other services delivered by you under this funding agreement;
  - b) any software, including third party software and any hardware used in connection with the delivery of the activities;
  - c) software and supply agreements used to deliver any services associated with delivery of the activities, including the agreements relating to any third party software identified by name of supplier, term of Grant, and charges payable under the Grant; and
  - d) any employees used by you to help deliver the grant funded activities who are essential to this delivery; this information shall be provided under conditions of confidentiality reasonably acceptable to you.
16. The Department may make the documentation available to suppliers who wish to bid for the provision of the activities. You shall respond expediently and in full to any reasonable questions by the Department or the suppliers and shall co-operate with any reasonable due diligence activities carried out by suppliers.

#### Transfer Support Activities

17. You shall co-operate with all reasonable requests made by either the Department or a successor relating to the grant funded activities transition arrangements. The Department and you shall discuss the implementation plan for the transition of the activities to either the Department or a Successor body.

**Annex J** — con\_7982 - Does not apply. The Education and Training Foundation will provide performance reporting against KPI's in set monthly meetings and quarterly reviews.

## Annex K – Generic Standard GDPR Clauses

### Schedule 1 - Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:  
[REDACTED], Departmental Data Protection Officer,  
[REDACTED], 2 Rivergate, Bristol, BS 6EG.
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]  
[REDACTED], Processor's Data Protection Officer,  
[REDACTED] The Education and Training  
Foundation, 157-197 Buckingham Palace Road, London, SW1W 9SZ.
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Grant Recipient is the Processor in accordance with Clause 50.1.
Subject matter of the processing	<i>To be completed and submitted to the Grant Manager by the Processor's Data Protection Officer</i>
Duration of the processing	01.04.2021 – 31.03.2021

Nature and purposes of the processing	<i>To be completed and submitted to the Grant Manager by the Processor's Data Protection Officer</i>
Type of Personal Data	<i>To be completed and submitted to the Grant Manager by the Processor's Data Protection Officer</i>
Categories of Data Subject	<i>To be completed and submitted to the Grant Manager by the Processor's Data Protection Officer</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>To be completed and submitted to the Grant Manager by the Processor's Data Protection Officer</i>